



BAY AREA  
AIR QUALITY  
MANAGEMENT  
DISTRICT

BOARD OF DIRECTORS  
MEETING

September 4, 2024

MEETING LOCATION(S) FOR IN-PERSON ATTENDANCE BY  
BOARD MEMBERS AND MEMBERS OF THE PUBLIC

Bay Area Metro Center  
1st Floor Board Room  
375 Beale Street  
San Francisco, CA 94105

THE FOLLOWING STREAMING OPTIONS WILL ALSO BE PROVIDED

These streaming options are provided for convenience only. In the event that streaming connections malfunction for any reason, the Board of Directors reserves the right to conduct the meeting without remote webcast and/or Zoom access.

The public may observe this meeting through the webcast by clicking the link available on the air district's agenda webpage at [www.baaqmd.gov/bodagendas](http://www.baaqmd.gov/bodagendas).

Members of the public may participate remotely via Zoom at <https://bayareametro.zoom.us/j/89905846770>, or may join Zoom by phone by dialing (669) 900-6833 or (408) 638-0968. The Webinar ID for this meeting is: 899 0584 6770

**Public Comment on Agenda Items:** The public may comment on each item on the agenda as the item is taken up. Members of the public who wish to speak on a matter on the agenda will have two minutes each to address the Board on that agenda item, unless a different time limit is established by the Chair.

No speaker who has already spoken on an item will be entitled to speak to that item again.

The Board welcomes comments, including criticism, about the policies, procedures, programs, or services of the District, or of the acts or omissions of the Board. Speakers shall not use threatening, profane, or abusive language which disrupts, disturbs, or otherwise impedes the orderly conduct of a Board meeting. The District is committed to maintaining a workplace free of unlawful harassment and is mindful that District staff regularly attend Board meetings. Discriminatory statements or conduct that would potentially violate the Fair Employment and Housing Act – i.e., statements or conduct that is hostile, intimidating, oppressive, or abusive – is *per se* disruptive to a meeting and will not be tolerated.

# BOARD OF DIRECTORS MEETING AGENDA

**WEDNESDAY, SEPTEMBER 4, 2024**

**10:00 AM**

**Chairperson, Davina Hurt**

**1. Call to Order - Roll Call**

*The Board Chair shall call the meeting to order and the Clerk of the Boards shall take roll of the Board members.*

**2. Pledge of Allegiance**

**3. Special Orders of the Day**

**CONSENT CALENDAR (Items 4 - 26)**

*The Consent Calendar consists of routine items that may be approved together as a group by one action of the Board. Any Board member or member of the public may request that an item be removed and considered separately.*

**4. Approval of the Draft Minutes of the Board of Directors Meeting of June 5, 2024**

*The Board of Directors will consider approving the Draft Minutes of the Board of Directors meeting of June 5, 2024.*

**5. Board Communications Received from June 5, 2024, through September 3, 2024**

*A copy of communications directed to the Board of Directors received by the Air District from June 5, 2024, through September 3, 2024, if any, will be distributed to the Board Members by way of email.*

**6. Quarterly Reports of the Executive Office and Division Activities for the Months of January 2024 - March 2024 and April 2024 - June 2024**

*This is an informational item only.*

7. Notices of Violations Issued and Settlements in Excess of \$10,000 in the Months of May 2024, June 2024, and July 2024

*In accordance with Resolution No. 2012-08 the Board of Directors will receive a list of all Notices of Violations issued, and all settlements for amounts in excess of \$10,000, during the months of May 2024, June 2024, and July 2024.*

8. Authorization to Attend the United Nations Climate Change Conference (COP29) and provide a \$50,000 sponsorship for the Sub-National COP29 Delegation

*The Board of Directors will consider authorizing 1) Chair Hurt and Vice Chair Hopkins to travel to Baku, Azerbaijan, to attend the United Nations (UN) Climate Change Conference (COP29) and receive compensation and reimbursement per the Air District's Meeting Compensation and Expense Reimbursement Policy 2) Chair Hurt to adjust the specific attendees as the need may arise and 3) the Executive Officer/APCO to enter into a sponsorship agreement with The Climate Center in the amount of \$50,000 to support the sub-national delegation.*

9. Notice of Settlement of Claim by Environmental Democracy Project

*Pursuant to Section 9.9(b) of the Administrative Code, the Board of Directors will be provided notice that the Executive Officer/APCO has executed a proposed consent judgment with Environmental Democracy Project (EDP) to settle a claim that the Air District has not complied with the annual reporting requirement of the Air Toxics "Hot Spots" Information and Assessment Act of 1987, Health & Safety Code section 44363, including the payment of \$36,189 in EDP's attorneys fees and costs related to the matter, pending approval by the San Francisco Superior Court.*

10. Amendment of Air District Procurement Policy

*The Board of Directors will consider adopting proposed amendments to the Air District's Procurement Policy. These amendments would 1) align policy language with the Administrative Code 2) specify renewals that can be approved by the Executive Officer/APCO 3) clarify allowances for special circumstances (e.g., single source, warranty, public interest) and 4) define blanket purchase orders as purchasing agreements, not substitutes for required contracts.*

11. Authorization to Accept Grant Program Revenues from the U.S. Environmental Protection Agency for Clean Air Act Section 105 Activities

*The Board of Directors will consider adopting a Resolution authorizing the Executive Officer/APCO to accept, obligate, and expend funding from the United States Environmental Protection Agency (US EPA) for Clean Air Act Section 105 activities in the amount of \$2,506,118; and authorizing the Executive Officer/APCO to enter into a Memorandum of Understanding (MOU) with the California Air Pollution Control Officers Association (CAPCOA) for passthrough funding in the amount of \$628,480, or other specified amount by EPA based on the level of funding passed by Congress for the fiscal year.*

12. Authorization to Execute Memorandum of Understanding with the California Air Pollution Control Officers Association for the Prescribed Burn Reporting and Monitoring Support Program

*The Board of Directors will consider authorizing the Executive Officer/APCO to execute a Memorandum of Understanding with the California Air Pollution Control Officers Association for the Prescribed Burn Reporting and Monitoring Support Program.*

13. Authorization to Execute a Contract with The Davey Tree Expert Company to Provide Chipping Service Under the Agricultural Waste and Wildfire Prevention Chipping Programs

*The Board of Directors will consider authorizing the Executive Officer/APCO to select and execute a contract with The Davey Tree Expert Company to provide chipping services for up to two years under the Agricultural Waste and Wildfire Prevention Chipping Programs.*

14. Authorization to Increase the Air District's Cumulative Executive Level Management Staff's Credit Card Limit

*The Board of Directors will consider authorizing an increase to credit card limits for credit cards issued to five Deputy Executive Officers, as well as the Chief Technology Officer, and Director of Meteorology and Measurements. This will increase the Air District's cumulative executive-level management staff credit card limit by \$35,000 from \$80,000 to \$115,000.*

15. Authorization to Execute a Sponsorship Contract with the American Lung Association (ALA)

*The Board of Directors will consider authorizing the Executive Officer/APCO to execute a sponsorship of the American Lung Association (ALA) in an amount not to exceed \$60,000 to promote Air District programs, highlight the benefits of clean heating and provide health professional and medical expert resources for media requests during wildfire season.*

16. Authorization to Execute New Lease for Compliance and Enforcement Field Office Space in Concord

*The Board of Directors will consider authorizing the Executive Officer/APCO to execute a new five-year lease agreement with B9 Sequoia Concord Owner LP for the field office at 1900 Bates Avenue, Concord, CA. The lease will run from September 1, 2024, through September 30, 2029, at an estimated cost not to exceed \$273,254.20.*

17. Authorization to Amend Legal Services Agreement with Renne Public Law Group

*The Board of Directors will consider authorizing the General Counsel to amend the contract with Renne Public Law Group for legal services related to labor and employment matters, to increase the current contract limit by \$1,950,000, from \$800,000 to \$2,750,000, in order to cover representation in multiple litigation matters. The Air District's insurance carrier is covering approximately 75% of these litigation costs, subject to a reservation of rights, so the Air District does not anticipate having to pay for more than \$500,000 of this increase. The Board of Directors will therefore also consider authorizing the transfer of \$500,000 from the designated reserve funds to Program 205 - Litigation.*

18. Authorization to Amend Legal Services Agreement with Woodruff & Smart

*The Board of Directors will consider authorizing the General Counsel to execute an amendment to the existing Legal Services Agreement with Woodruff & Smart to increase the current contract limit by \$1,000,000, from \$2,000,000 to \$3,000,000, for continued representation in the matter of The Athletics Investment Group LLC v. Bay Area Air Quality Management District et al. The Air District's insurance carrier is covering the costs of the Air District's defense, subject to a reservation of rights, so the Air District is not paying these legal fees out of its budget.*

19. Authorization to Execute a Contract Amendment with Dr. Deborah Jordan for Strategic Advice Services and Assistance in Policy and Program Development

*The Board of Directors will consider authorizing the Executive Officer/APCO to amend the professional services contract with Dr. Deborah Jordan to increase the current contract limit by \$100,000, from \$200,000 to \$300,000, for strategic advice services and assistance in policy and program development.*

20. Authorization to Execute Grant Agreements with Recommended Projects with Proposed Grant Awards Over \$500,000

*At the recommendation of the Policy, Grants, and Technology Committee, the Board of Directors will consider approving the award of state and local incentive funding to five projects with proposed grant awards in excess of \$500,000 and authorizing the Executive Officer/APCO to execute grant agreements for the recommended projects.*

21. Appointment of New Community Advisory Council Members

*At the recommendation of the Community Advisory Council (CAC) and the Community Equity, Health, and Justice Committee, the Board of Directors will consider appointing Dominick Ramirez to the youth seat and Patrick Messac and Sejal Babaria to the vacant Alameda County seats, thus filling the three vacant CAC seats.*

22. Report of the Policy, Grants, and Technology Committee Meeting of July 10, 2024

*The Board of Directors will receive a report of the Policy, Grants, and Technology Committee Meeting of July 10, 2024.*

*For the full Committee agenda packet and materials, click on the link below:*

[www.baaqmd.gov/bodagendas](http://www.baaqmd.gov/bodagendas)

23. Report of the Stationary Source Committee Meeting of July 17, 2024

*The Board of Directors will receive a report of the Stationary Source Committee Meeting of July 17, 2024.*

*For the full Committee agenda packet and materials, click on the link below:*

[www.baaqmd.gov/bodagendas](http://www.baaqmd.gov/bodagendas)

24. Report of the Community Equity, Health, and Justice Committee Meeting of July 17, 2024

*The Board of Directors will receive a report of the Community Equity, Health, and Justice Committee meeting of July 17, 2024.*

*For the full Committee agenda packet and materials, click on the link below:*

[www.baaqmd.gov/bodagendas](http://www.baaqmd.gov/bodagendas)

25. Report of the Community Advisory Council Meeting of July 25, 2024

*The Board of Directors will receive a report of the Community Advisory Council Meeting of July 25, 2024.*

*For the full Committee agenda packet and materials, click on the link below:*

[www.baaqmd.gov/bodagendas](http://www.baaqmd.gov/bodagendas)

26. Report of the Advisory Council Meeting of July 29, 2024

*The Board of Directors will receive a report of the Advisory Council meeting of July 29, 2024.*

*For the full Committee agenda packet and materials, click on the link below:*

[www.baaqmd.gov/bodagendas](http://www.baaqmd.gov/bodagendas)

**PUBLIC HEARING(S)**

27. Amendments to Regulation 8: Organic Compounds, Rule 18: Equipment Leaks (Rule 8-18), and Adoption of a Negative Declaration for the Amendments to Rule 8-18 Pursuant to the California Environmental Quality Act

*The Board of Directors will hold a public hearing and consider adoption of a Resolution to adopt proposed amendments to Regulation 8: Organic Compounds, Rule 18: Equipment Leaks (Rule 8-18) and adopt a Negative Declaration pursuant to the California Environmental Quality Act finding that the proposed amendments will not have any significant adverse environmental impacts.*

**ACTION ITEM(S)**

28. Reconsideration of Board-Approved Position for Senate Bill 1298 (Cortese)

*At the recommendation of the Policy, Grants, and Technology Committee, the Board of Directors will consider removing the current Board-approved position of “Oppose Unless Amended” and move the Air District to a “Neutral” position on Senate Bill 1298 (Cortese). This item will be presented by Viet Tran, Deputy Executive Officer of Public Affairs.*

29. Air District 2024-2029 Strategic Plan

*The Board of Directors will review and consider approving the Air District's 2024-2029 Strategic Plan for implementation. Staff will review public comments received and how comments were addressed within the strategic plan; in addition, staff will discuss next steps in beginning implementation. This item will be presented by Dr. Philip M. Fine, Executive Officer/Air Pollution Control Officer.*

## **INFORMATIONAL ITEM(S)**

### 30. Diversity, Equity and Inclusion (DEI) Initiatives and Action Plan

*The Diversity, Equity & Inclusion Office guides and supports staff in developing and refining internal programs, processes, and practices that advance diversity, equity, and inclusion initiatives. These efforts are closely aligned with the Air District's mission and play a vital role in achieving the agency-wide goal of fostering cohesion and inclusion as outlined in the Strategic Plan. The Diversity, Equity & Inclusion Office will provide an update to the Board on ongoing and future diversity, equity, and inclusion initiatives. This item will be presented by Tim Williams, Diversity, Equity, and Inclusion Director.*

## **OTHER BUSINESS**

### 31. Public Comment on Non-Agenda Matters

*Pursuant to Government Code Section 54954.3, members of the public who wish to speak on matters not on the agenda will be given an opportunity to address the Board of Directors. Members of the public will have two minutes each to address the Board, unless a different time limit is established by the Chair. The Board welcomes comments, including criticism, about the policies, procedures, programs, or services of the District, or of the acts or omissions of the Board. Speakers shall not use threatening, profane, or abusive language which disrupts, disturbs, or otherwise impedes the orderly conduct of a Board meeting. The District is committed to maintaining a workplace free of unlawful harassment and is mindful that District staff regularly attend Board meetings. Discriminatory statements or conduct that would potentially violate the Fair Employment and Housing Act – i.e., statements or conduct that is hostile, intimidating, oppressive, or abusive – is per se disruptive to a meeting and will not be tolerated.*

### 32. Board Member Comments

*Any member of the Board, or its staff, on his or her own initiative or in response to questions posed by the public, may: ask a question for clarification, make a brief announcement or report on his or her own activities, provide a reference to staff regarding factual information, request staff to report back at a subsequent meeting concerning any matter or take action to direct staff to place a matter of business on a future agenda. (Gov't Code § 54954.2)*

### 33. Report of the Executive Officer/APCO

### 34. Chairperson's Report

35. Time and Place of Next Meeting

*Wednesday, October 2, 2024, at 10:00 a.m. at 375 Beale Street, San Francisco, CA 94105. The meeting will be in-person for the Board of Directors members and members of the public will be able to either join in-person or via webcast.*

**CLOSED SESSION**

36. Conference with Legal Counsel re Existing Litigation (Government Code Section 54956.9(a))

*Pursuant to Government Code Section 54956.9(a), the Board will meet in closed session with legal counsel to discuss the following cases:*

*The Athletics Investment Group, LLC v. Bay Area Air Quality Management District, Alameda County Superior Court Case No. 22CV010930;*

*Stephen (Rex) Sanders v. Bay Area Air Quality Management District, Northern District of California Case No. 23-cv-04416-RFL;*

*Terri Levels v. Bay Area Air Quality Management District, Northern District of California Case No. 23-cv-04432-RFL;*

*Lewis Letang v. Bay Area Air Quality Management District, Northern District of California Case No. 24-cv-01316-RFL; and*

*Rochele Henderson v. Bay Area Air Quality Management District, Northern District of California Case No. 24-cv-01460-RFL.*

37. Conference with Legal Counsel re Anticipated Litigation (Government Code Sections 54956.9(a) and (d)(2))

*The Board will meet in closed session with legal counsel to discuss significant exposure to litigation pursuant to Government Code Sections 54956.9(a) and (d)(2): Claims of Veronica Eady, CRD Matter No. 202407-25383010, and Vanessa Johnson, CRD Matter No. 202407-25383510.*

38. Conference with Legal Counsel re Anticipated Litigation (Government Code Sections 54956.9(a) and (d)(4))

*The Board will meet in closed session with legal counsel to discuss and consider whether to initiate litigation pursuant to Government Code Section 54956.9(a) and (d)(4): One case.*

**OPEN SESSION**

39. Adjournment

*The Board meeting shall be adjourned by the Board Chair.*

**CONTACT:**

**MANAGER, EXECUTIVE OPERATIONS**  
**375 BEALE STREET, SAN FRANCISCO, CA 94105**  
[vjohnson@baaqmd.gov](mailto:vjohnson@baaqmd.gov)

**(415) 749-4941**  
**FAX: (415) 928-8560**  
**BAAQMD homepage:**  
[www.baaqmd.gov](http://www.baaqmd.gov)

- Any writing relating to an open session item on this Agenda that is distributed to all, or a majority of all, members of the body to which this Agenda relates shall be made available at the Air District's offices at 375 Beale Street, Suite 600, San Francisco, CA 94105, at the time such writing is made available to all, or a majority of all, members of that body.

**Accessibility and Non-Discrimination Policy**

The Bay Area Air Quality Management District (Air District) does not discriminate on the basis of race, national origin, ethnic group identification, ancestry, religion, age, sex, sexual orientation, gender identity, gender expression, color, genetic information, medical condition, or mental or physical disability, or any other attribute or belief protected by law.

It is the Air District's policy to provide fair and equal access to the benefits of a program or activity administered by Air District. The Air District will not tolerate discrimination against any person(s) seeking to participate in, or receive the benefits of, any program or activity offered or conducted by the Air District. Members of the public who believe they or others were unlawfully denied full and equal access to an Air District program or activity may file a discrimination complaint under this policy. This non-discrimination policy also applies to other people or entities affiliated with Air District, including contractors or grantees that the Air District utilizes to provide benefits and services to members of the public.

Auxiliary aids and services including, for example, qualified interpreters and/or listening devices, to individuals who are deaf or hard of hearing, and to other individuals as necessary to ensure effective communication or an equal opportunity to participate fully in the benefits, activities, programs, and services will be provided by the Air District in a timely manner and in such a way as to protect the privacy and independence of the individual. Please contact the Non-Discrimination Coordinator identified below at least three days in advance of a meeting so that arrangements can be made accordingly.

If you believe discrimination has occurred with respect to an Air District program or activity, you may contact the Non-Discrimination Coordinator identified below or visit our website at [www.baaqmd.gov/accessibility](http://www.baaqmd.gov/accessibility) to learn how and where to file a complaint of discrimination.

Questions regarding this Policy should be directed to the Air District's Non-Discrimination Coordinator, Suma Peesapati, at (415) 749-4967 or by email at [peesapati@baaqmd.gov](mailto:peesapati@baaqmd.gov).

# BAY AREA AIR QUALITY MANAGEMENT DISTRICT

375 BEALE STREET, SAN FRANCISCO, CA 94105

FOR QUESTIONS PLEASE CALL (415) 749-4941

## EXECUTIVE OFFICE:

### MONTHLY CALENDAR OF AIR DISTRICT MEETINGS

#### SEPTEMBER 2024

<u>TYPE OF MEETING</u>	<u>DAY</u>	<u>DATE</u>	<u>TIME</u>	<u>ROOM</u>
Board of Directors Meeting	Wednesday	4	10:00 a.m.	1 <sup>st</sup> Floor Board Room
Board of Directors Stationary Source Committee	Wednesday	11	10:00 a.m.	1 <sup>st</sup> Floor, Yerba Buena Room
Board of Directors Community Equity, Health and Justice Committee	Wednesday	11	1:00 p.m.	1 <sup>st</sup> Floor, Yerba Buena Room
Board of Directors Finance and Administration Committee	Wednesday	18	10:00 a.m.	1 <sup>st</sup> Floor Board Room
Board of Directors Policy, Grants and Technology Committee	Wednesday	18	1:00 p.m.	1 <sup>st</sup> Floor Board Room
Advisory Council Meeting	Thursday	19	9:30 a.m.	1 <sup>st</sup> Floor Board Room
Board of Directors Community Advisory Council Meeting	Thursday	19	6:00 p.m.	California State University East Bay Oakland Professional & Conference Center Trans Pacific Center 1000 Broadway, Suite 109 Oakland, CA 94607

#### OCTOBER 2024

<u>TYPE OF MEETING</u>	<u>DAY</u>	<u>DATE</u>	<u>TIME</u>	<u>ROOM</u>
Board of Directors Meeting	Wednesday	2	10:00 a.m.	1 <sup>st</sup> Floor Board Room
Board of Directors Stationary Source Committee	Wednesday	9	10:00 a.m.	1 <sup>st</sup> Floor, Yerba Buena Room
Board of Directors Community Equity, Health and Justice Committee	Wednesday	9	1:00 p.m.	1 <sup>st</sup> Floor, Yerba Buena Room
Board of Directors Finance and Administration Committee	Wednesday	16	10:00 a.m.	1 <sup>st</sup> Floor Board Room

## OCTOBER 2024

<u>TYPE OF MEETING</u>	<u>DAY</u>	<u>DATE</u>	<u>TIME</u>	<u>ROOM</u>
Board of Directors Policy, Grants and Technology Committee	Wednesday	16	1:00 p.m.	1 <sup>st</sup> Floor Board Room
Advisory Council Meeting	Wednesday	30	9:30 a.m.	1 <sup>st</sup> Floor Board Room
MV 8/26/2024 – 3:51 p.m.				G/Board/Executive Office/Moncal

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

Memorandum

To: Chairperson Davina Hurt and Members  
of the Board of Directors

From: Philip M. Fine  
Executive Officer/APCO

Date: September 4, 2024

Re: Approval of the Draft Minutes of the Board of Directors Meeting of June 5, 2024

RECOMMENDED ACTION

Approve the Draft Minutes of the Board of Directors meeting of June 5, 2024.

BACKGROUND

None.

DISCUSSION

Attached for your review and approval are the Draft Minutes of the Board of Directors meeting of June 5, 2024.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Philip M. Fine  
Executive Officer/APCO

Prepared by: Marcy Hiratzka  
Reviewed by: Vanessa Johnson

ATTACHMENTS:

1. Draft Minutes of the Board of Directors Meeting of June 5, 2024

Bay Area Air Quality Management District  
375 Beale Street, Suite 600  
San Francisco, CA 94105  
(415) 749-5073

Board of Directors Regular Meeting  
Wednesday, June 5, 2024

## **DRAFT MINUTES**

*This meeting was webcast, and a video recording is available on the website of the Bay Area Air Quality Management District at [www.baaqmd.gov/bodagendas](http://www.baaqmd.gov/bodagendas)*

### **CALL TO ORDER**

1. **Opening Comments:** Board of Directors (Board) Chairperson, Davina Hurt, called the meeting to order at 10:05 a.m.

#### **Roll Call:**

Present, In-Person (Bay Area Metro Center, 375 Beale Street, 1<sup>st</sup> Floor Board Room, San Francisco, California, 94105): Chairperson Davina Hurt; Vice Chairperson Lynda Hopkins; and Directors Ken Carlson, Noelia Corzo, Joelle Gallagher, John Gioia, Juan González III, Erin Hannigan, David Haubert, Tyrone Jue, Otto Lee, Sergio Lopez, Nate Miley, Ray Mueller, Katie Rice, Mark Ross, Mark Salinas, Vicki Veenker, Shamann Walton, and Steve Young.

Participated Remotely, via Zoom (remote presence does not count for quorum, but votes are counted for all action items): Director David Hudson (just cause).

Absent: Directors Margaret Abe-Koga and Brian Barnacle.

2. **PLEDGE OF ALLEGIANCE**
3. **SPECIAL ORDERS OF THE DAY**

Chair Hurt observed the celebrations of Juneteenth and Pride Month during the month of June. She then welcomed the following new employees: Alex Dodd, Air Quality Meteorologist II in the Meteorology and Measurements Division; Lauren Louie, Staff Specialist II in the Technology Implementation Office; Robert Patterson, Director of Information Services; and Clif Brady, Human Resources Manager. Chair Hurt also announced that Simon Weiner, Supervising Air Quality Specialist of the Compliance and Enforcement Division, was retiring after 33 years of service.

NOTED PRESENT: Director Miley was noted present at 10:15 a.m.

**CONSENT CALENDAR (ITEMS 4 – 30)**

4. Approval of the Draft Minutes of the Special Budget Hearing of May 1, 2024
5. Approval of the Draft Minutes of the Board of Directors Meeting of May 1, 2024
6. Board Communications Received from May 1, 2024 through June 4, 2024
7. Notices of Violations Issued and Settlements in Excess of \$10,000 in the Month of April 2024
8. Authorization to Execute an Agreement with Alliant Insurance Services, Inc. for Insurance Broker Services
9. Authorization to Execute a Contract with Allison+Partners for Public Relations and Outreach Support Services
10. Authorization to Execute a Contract Amendment with Acterra for Electric Vehicle Coordinating Council Facilitation
11. Authorization to Execute a Contract Amendment with George McDaniel for Climate Tech Finance Program Services
12. Authorization to Execute a Contract Amendment with InterEthnica, Inc. for Meeting Facilitation Services to Support the Community Engagement Office
13. Authorization to Execute Contracts for the Modernization of Information Technology Infrastructure and Related Installation and Configuration Services
14. Authorization to Execute a Contract Amendment with Direct Mail Center for Public Notice Expenses and General Mailing Services
15. Authorization to Execute a Contract with the Metropolitan Transportation Commission for the Spare the Air Youth Program
16. Authorization to Execute a Memorandum of Agreement with the Association of Bay Area Governments for Implementation of Bay Area Clean Homes Initiative
17. Report of County Populations
18. Authorization to Execute Contract Amendments for Online Permitting and Compliance System (My Air Online)
19. Authorization to Execute Purchases for Meteorology and Measurement Division Operations
20. Authorization to Execute Agreements for Projects and Contracts with Proposed Grant Awards Over \$500,000 and Approve Selection Criteria for Solicitation for Electric Charging Infrastructure
21. Approval of Transportation Fund for Clean Air Regional Fund Policies & Evaluation Criteria Commencing Fiscal Year Ending 2025
22. Authorization to Execute a Sponsorship Contract with Veloz to Support Electric Vehicle Sales Throughout California and the Bay Area
23. Authorization of Funding Allocation and Cost-Effectiveness Limits for the Transportation Fund for Clean Air in Fiscal Year Ending 2025 - 60% Funds
24. Authorization to Execute a Contract with TTEC Digital for Development and Implementation of a Public Records Management System
25. Authorization for Attendance and Compensation for Board of Directors and Advisory Council Members to Attend the Air & Waste Management Association's Annual Conference in Alberta, Canada
26. Report of the Stationary Source Committee Meeting of May 8, 2024
27. Report of the Community Equity, Health and Justice Committee Special Meeting of May 8, 2024
28. Report of the Finance and Administration Committee Meeting of May 15, 2024
29. Report of the Policy, Grants, and Technology Committee Meeting of May 15, 2024
30. Report of the Community Advisory Council Meeting of May 16, 2024

Public Comments

No requests received.

Board Comments

The Board and staff discussed the Bay Area Clean Homes Initiative proposed grant that would enable the Association of Bay Area Governments to retrofit 1,500 existing homes in targeted communities, and the Air District to lead a \$4.5 M effort to develop and deploy key policy interventions aimed at removing systemic barriers to scaling decarbonization across the region.

Board Action

Director Lee made a motion, seconded by Director Hannigan, to **approve** Consent Calendar Items 4 – 30, inclusive; and the motion **carried** by the following vote of the Board:

- AYES: Carlson, Corzo, Gallagher, Gioia, González, Hannigan, Hopkins (Items 6 to 30), Hudson, Hurt, Jue, Lee, Lopez, Miley, Mueller, Rice, Ross, Salinas, Veenker, Walton, Young.
- NOES: None.
- ABSTAIN: Hopkins (Items 4 & 5).
- ABSENT: Abe-Koga, Barnacle, Haubert.

**PUBLIC HEARINGS**

**31. PUBLIC HEARING TO CONSIDER ADOPTION OF PROPOSED AMENDMENTS TO AIR DISTRICT REGULATION 3: FEES**

The Board of Directors held a second required public hearing to consider a resolution amending Air District Regulation 3: Fees, to become effective on July 1, 2024. The proposed fee amendments are designed to recover the costs of regulatory program activities in accordance with the Air District’s Cost Recovery and Containment Policy.

Fred Tanaka, Engineering Manager, gave the staff presentation *Amendments to Regulation 3, Fees*, including: outcome; outline; requested action; budget and rule development schedule; proposed amendments (cost recovery impact, cost recovery, schedules not being increased, delete obsolete sections, clarifying language, alignment of risk assessment fees; cost recovery trends (by fee schedule, overall cost recovery, Board actions and policies, cost recovery directions, Board policies and programs); overview of public comments (objection to fee increases, level of service and staffing, improve cost containment and efficiency, possible fee reductions from the Online System, notification of the process, other); resolution and recommendation.

**Chair Hurt opened the public hearing.**

Public Comments

Public comments were given by Allegra Curiel, California Council for Environmental and Economic Balance; Kevin Buchan, Western States Petroleum Association; and Kathy Kerridge, Benicia Community Air Monitoring Program.

Board Comments

The Board and staff discussed why the Air District proposed to increase fee schedules with a cost recovery fee percentage greater than or equal to 100 percent but less than *110 percent* by the annual Consumer Price Index for Bay Area Urban Wage Earners and Clerical Workers; whether the 15% increase proposed for schedules with a cost recovery rate less than 100 percent will be repeated each Fiscal Year; which entity now regulates the excavation of contaminated soil and removal of underground storage tank operation work, since the Air District no longer does; potential areas for cost containment; operations within Schedule G-1; the desire that small businesses not be subjected to fee increases; whether larger or smaller operations are anticipated to be impacted by the proposed 15% fee increase, and how many impacted facilities would be non-petroleum refinery operations; the number of small business would be affected by this increase; the desire for a modified labor tracking/billing practice that includes specific efforts, such as permit number, facility, and equipment; the desire for companies to bear the burden of the health impacts that their operations cause; the request that the definition of “small business” be refined and specified; historical accounting construct versus service level construct; how often amendments to Regulation 3: Fees are considered; concerns about economic impacts of transferring costs (charging a company more, who then charges their customers more to pay Air District fees); and the manner in which Air District staff bills facilities for their time spent on that facility, and whether that process is comparable to an attorney’s billable hours.

**Chair Hurt closed the public hearing.**

Board Action

Director Salinas made a motion, seconded by Director Lee, to **adopt** the proposed amendments to Regulation 3, effective July 1, 2024; and the motion **carried** by the following vote of the Board:

- AYES: Carlson, Corzo, Gallagher, Gioia, González, Hannigan, Haubert, Hopkins, Hudson, Hurt, Jue, Lee, Lopez, Miley, Mueller, Rice, Ross, Salinas, Veenker, Walton, Young.
- NOES: None.
- ABSTAIN: None.
- ABSENT: Abe-Koga, Barnacle.

**32. PUBLIC HEARING TO CONSIDER ADOPTION OF PROPOSED BUDGET FOR FISCAL YEAR 2024-2025**

The Board of Directors held a second required public hearing to consider a resolution adopting the proposed Fiscal Year 2024-2025 Budget, including proposed staffing recommendations, salary schedule and benefits, and other budget-related actions. The Finance and Administration Committee recommended approval of the proposed Budget on April 17, 2024, and the Board held an initial public

hearing to discuss the proposed Budget and to provide the public with an opportunity to comment on it on May 1, 2024.

Stephanie Osaze, Director of Finance, gave the staff presentation *Second Public Hearing to Consider Adoption of the Air District's Proposed Budget for Fiscal Year 2024-2025*, including: outcome; outline; Fiscal Year 2024-2025 Proposed Budget Summary; cost containment strategies; potential actions to address budget impact; summary of budget resolution actions; and recommendation.

**Chair Hurt opened the public hearing.**

Public Comments

No requests received.

Board Comments

None.

**Chair Hurt closed the public hearing.**

Board Action

Director González made a motion, seconded by Director Hudson, to **adopt** Resolution to approve the Fiscal Year 2024-25 Proposed Budget and related budget actions; and the motion **carried** by the following vote of the Board:

AYES: Carlson, Corzo, Gallagher, Gioia, González, Hannigan, Haubert, Hopkins, Hudson, Hurt, Jue, Lee, Miley, Rice, Ross, Salinas, Veenker, Walton, Young.  
NOES: None.  
ABSTAIN: None.  
ABSENT: Abe-Koga, Barnacle, Lopez, Mueller.

**COMMENDATION / PROCLAMATION / AWARD**

**33. RECOGNITION OF OUTGOING BOARD MEMBER: DAVID E. HUDSON (OUT OF ORDER, ITEM 34)**

The Board of Directors recognized outgoing Director David E. Hudson for his fourteen years of service, leadership, and dedication to protecting air quality in the Bay Area.

Public Comments

Public comments were given by Bob Brown, Western States Petroleum Association; Jan Warren, Interfaith Climate Action Network of Contra Costa County; and Kathy Kerridge, Benicia Community Air Monitoring Program.

Board Comments

Board members gave individual comments acknowledging Director Hudson.

Board Action

No action taken.

**CLOSED SESSION** (12:35 p.m.)

34. **CONFERENCE WITH LEGAL COUNSEL RE EXISTING LITIGATION (GOVERNMENT CODE SECTION 54956.9(a)) (ITEM 40)**

*Pursuant to Government Code Section 54956.9(a), the Board will meet in closed session with legal counsel to discuss the following cases:*

*South Coast Air Quality Management District et al. v. EPA (D.C. Circuit Case No. 19-1241); and*

*South Coast Air Quality Management District et al. v. National Highway Traffic Safety Administration (D.C. Circuit Case No. 20-1173).*

**Reportable Action:** Alexander Crockett, General Counsel, had nothing to report.

35. **PUBLIC EMPLOYEE EVALUATION PURSUANT TO GOVERNMENT CODE SECTION 54957(b)(1) (ITEM 41)**

*Title: General Counsel*

**Reportable Action:** Hyacinth Hinojosa, Deputy Executive Officer of Finance and Administration, had nothing to report.

**OPEN SESSION** (1:24 p.m.)

**ACTION ITEM**

36. **APPROVAL OF AN AMENDMENT TO THE EMPLOYMENT AGREEMENT FOR GENERAL COUNSEL (ITEM 42)**

Chair Hurt

Public Comments

No requests received.

Board Comments

None.

Board Action

Director Salinas made a motion, seconded by Director Ross, to **approve** an amendment to the Employment Agreement for General Counsel, increasing the salary by 5%; and the motion **carried** by the following vote of the Board:

- AYES: Carlson, Corzo, Gallagher, Gioia, González, Hannigan, Haubert, Hopkins, Hurt, Jue, Lopez, Rice, Ross, Salinas, Veenker, Young.
- NOES: None.
- ABSTAIN: None.
- ABSENT: Abe-Koga, Barnacle, Hudson, Lee, Miley, Mueller, Walton.

**INFORMATIONAL ITEM**

**37. WILDFIRE SEASON PREVIEW AND WILDFIRE PROGRAMS (ITEM 33)**

Dr. Ranyee Chiang, Director of Meteorology and Measurement, gave the staff presentation *Wildfire Season Preview and Wildfire Programs*, including: action requested; outline; wildfire impacts on air quality; 2024 fire season outlook; air district role during wildfires; air monitoring; air quality data sites; air quality forecasting; US Environmental Protection Agency (EPA) updated Air Quality Index (AQI); communications (2024 wildfire season); wildfire preparedness tips; mask messaging; Air District programs for wildfire prevention and mitigation of impacts; reducing wildfire risk; summary of Smoke Management Plan steps; permissive burns days per year (2014-2023); Clean Air Centers; and air filtration initiatives.

Public Comments

Public comments were given by Jan Warren, Interfaith Climate Action Network of Contra Costa County.

Board Comments

The Board and staff discussed whether there is common messaging on this topic between the Air District’s Health Officer (Dr. Cutino) and the Association of Bay Area Health Officials (ABAHO); whether the Air District plans to distribute N95 masks as wildfire season approaches; whether the Air District homepage displays information on wildfire smoke and the Air Quality Index (AQI) (data from all air monitoring sources); whether the Air District proactively messages about what the federal government considers to be moderate AQI levels; whether the Air District will be recommending activities for each AQI threshold level, and whether ABAHO would be involved in those recommendations; and recommendations for schools during wildfire smoke incidents.

Board Action

No action taken.

**OTHER BUSINESS**

**38. PUBLIC COMMENT ON NON-AGENDA MATTERS (ITEM 35)**

Public comments were given by Bob Tuck, Atlas Heating and Air Conditioning Company; Kathy Kerridge, Benicia Community Air Monitoring Program; and Jan Warren, Interfaith Climate Action Network of Contra Costa County.

**39. BOARD MEMBER COMMENTS (ITEM 36)**

Director Corzo requested a future Board discussion regarding a release of tear gas and pepper spray during a training exercise at the San Francisco County Jail in San Bruno on May 21, 2024 that led to students at a nearby elementary school to become sick.

**40. REPORT OF THE EXECUTIVE OFFICER / AIR POLLUTION CONTROL OFFICER (ITEM 37)**

Dr. Philip M. Fine, Executive Officer/APCO, had nothing to report.

**41. CHAIRPERSON'S REPORT (ITEM 38)**

Chair Hurt announced that on April 13, 2024, the Contra Costa County Mayors' Conference, appointed City of El Cerrito Councilmember Gabe Quinto to serve on the Air District's Board of Directors for a term of two years, beginning on June 16, 2024, and ending June 15, 2026.

**42. TIME AND PLACE OF NEXT MEETING (ITEM 39)**

Wednesday, September 4, 2024, at 10:00 a.m. at 375 Beale Street, San Francisco, CA 94105. The meeting will be in-person for the Board of Directors members and members of the public will be able to either join in-person or via webcast.

**43. ADJOURNMENT**

The meeting was adjourned at 2:00 p.m.

Marcy Hiratzka  
Clerk of the Boards

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

Memorandum

To: Chairperson Davina Hurt and Members  
of the Board of Directors

From: Philip M. Fine  
Executive Officer/APCO

Date: September 4, 2024

Re: Board Communications Received from June 5, 2024, through September 3, 2024

RECOMMENDED ACTION

No action requested.

BACKGROUND

None.

DISCUSSION

A copy of communications directed to the Board of Directors received by the Air District from June 5, 2024, through September 3, 2024, if any, will be distributed to the Board Members by way of email.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Philip M. Fine  
Executive Officer/APCO

Prepared by: Marjorie Villanueva  
Reviewed by: Vanessa Johnson

ATTACHMENTS:

None

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

Memorandum

To: Chairperson Davina Hurt and Members  
of the Board of Directors

From: Philip M. Fine  
Executive Officer/APCO

Date: September 4, 2024

Re: Quarterly Reports of the Executive Office and Division Activities for the Months of  
January 2024 - March 2024 and April 2024 - June 2024

RECOMMENDED ACTION

None; no action is requested at this time.

BACKGROUND

None.

DISCUSSION

Attached is the Quarterly Reports of the Executive Office and Division activities for the months  
of January 2024 - March 2024 and April 2024 - June 2024.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Philip M. Fine  
Executive Officer/APCO

Prepared by: Aloha de Guzman  
Reviewed by: Vanessa Johnson

ATTACHMENTS:

1. First Quarter Report for the Months of January 2024 - March 2024
2. Second Quarter Report for the Months of April 2024 - June 2024

**ADMINISTRATIVE RESOURCES DIVISION  
M. MARTINEZ, DIRECTOR**

**Fleet:** This quarter, Fleet Services processed 58 vehicle requests, of which 30 were pool vehicles; 23 were Enterprise car rentals and five (5) cancellations were received. Three (3) vehicles (1 hydrogen, 1 electric with range extender, and 1 plug-in hybrid as insurance deemed as a total loss) were disposed and we acquired four (4) vehicles. Five (5) vehicles were processed for body shop repairs and 53 vehicles were sent for maintenance.

Fleet currently maintains 121 vehicles: 1 diesel, 3 electric, 22 gas, 15 hybrids and 80 plug-in hybrids.

Fleet provides support in the performance of preventive and routine vehicle maintenance on all District vehicles; maintains District vehicle inventory and oversees the acquisition/retirement program; responds to emergency calls and requests for staff vehicle support; processes insurance claims for all vehicle incidents; provides training and ongoing education of drivers relative to vehicle use, maintenance, and repairs; and relocates and delivers District vehicles between acquisition, users, vendors, and eventual retirement.

**Facilities:** Facilities received 58 Angus requests and completed 79 ad-hoc projects/tasks (including 83 offices, garages, rooftop equipment sites, trailers and similar).

Facilities manages and collaborates the functions between the Air District, Metropolitan Transportation Commission, and the Association of Bay Area Governments at 375 Beale Street; collaborates with the HQE Condominium Association and the Property Management Company on facility related projects in reference to shared space and services. Oversees general contractors, electricians, plumbers, and similar trades at all Air District facilities as well as construction and renovation of field offices which also includes preventative and scheduled maintenance. The team procures and manages all furniture, performs daily maintenance of the coffee machines, and replenishes coffee and tea supplies in the copy/supply rooms.

The Administration Resources Division staffs the Mailroom which is responsible for all Air District shipping and receiving services, including incoming and outgoing mail. Assists with reproduction requests and print orders and includes assistance with the inventory and procurement of stationery and supplies.

**Business Office:** The Business Office issued 459 purchase orders and executed 97 contracts. There were one Requests for Proposals/Qualifications issued during this period.

**HUMAN RESOURCES OFFICE  
L. BAKER, DIRECTOR**

The Human Resources (HR) Office conducted 11 recruitments including exams for: Air Quality Meteorologist I/II, Assistant Manager, Director of Diversity, Equity and Inclusion, Director of Information System, Principal Air Quality Engineer, Manager, Senior Executive Assistant, Senior Staff Specialist, Supervising Staff Specialist Temporary Human Resources Analyst, and Temporary Air Quality Chemist. The HR Office offered 47 wellness/fitness classes and six (6) group training courses with 50 attendees, and 17 employees utilized individual training courses and educational reimbursements. The HR Office continues to administer benefits, safety/worker's compensation, and labor/employee relations. There were 17 new employees, six (6) promotions, and five (5) separations from January 2024 to March 2024. There are currently 424 regular employees, eight (8) temporary employees, 48 budgeted vacant positions, and seven (7) budgeted limited term contract positions.

**COMPLIANCE AND ENFORCEMENT DIVISION  
J. GOVE, DIRECTOR**

**Enforcement Program**

Air District Staff documented 119 air pollution violations that resulted in Notice of Violations (NOV) and responded to 703 general air pollution complaints. These activities addressed noncompliance with applicable Federal, State and Air District regulations, and provided a mechanism for the public to voice their concerns about air pollution issues that might be in noncompliance status. Additionally, highlighted enforcement activities for the quarter are as follows:

On January 11, 2024, Air District staff attended a public workshop on the draft Path to Clean Air (PTCA) Community Emissions Reduction Plan (CERP) for the Richmond-North Richmond-San Pablo community. The public workshop provided an overview of California Assembly Bill 617 and the efforts made by the Richmond-North Richmond-San Pablo PTCA Community Steering Committee (CSC) to draft the CERP. Air District staff assisted the CSC in presenting and fielding questions in meeting breakout rooms that highlighted critical strategies including Fuel Refining, Mobile Sources, and Key Partnership strategies. The draft Richmond-North Richmond-San Pablo CERP was open for public comment until January 19, 2024.

On February 8, 2024, Compliance & Enforcement (C&E) Operations staff provided a presentation on the Air Quality Complaint Program at the AB 617 East Oakland CSC meeting. The presentation included information on how to report a complaint, the complaint response and investigation process, and complaint findings and enforcement actions. Staff also provided resources available to the community on the Air District website including helpful tips when reporting a complaint that will aid in field staff's investigation.

On March 18, 2024, Air District staff met with members of the committee to discuss EJ enforcement strategies and actions. With the goal of advancing EJ through enforcement, proposed actions included prioritizing enforcement resources, strengthening internal coordination, maximizing authority to stop violators, utilizing legal actions and penalties to deter future violations, ensuring EJ communities benefit from penalties, and strengthening communications and transparency regarding enforcement in EJ communities. Proposed actions from the committee aim to inform the Air District's strategic plan and help achieve desired outcomes in enforcement.

### **Compliance Assurance**

On January 18, 2024, staff gave a presentation to the Community Advisory Council on an enforcement case study on the Green Sage Cannabis Cultivation case where Green Sage was illegally operating nine industrial sized diesel generators to provide power for an indoor cannabis growing operation in East Oakland. Tonya Boyce provided the community perspective. The presentation was well received by the Council and feedback was positive.

On January 29, 2024, staff attended a public outreach meeting in Fairfield, held to explore the formation of a prescribed burn association (PBA) in Solano County. The Solano Resource Conservation District hosted the meeting as an opportunity to learn about the use of prescribed fire, PBAs, and to connect interested community members and agencies. The meeting was attended by staff from the Resource Conservation District, numerous fire departments, CALFIRE, local landowners, and interested parties.

On January 25, 2024, staff met with representatives of the California Air Resources Board (CARB) and the United States Environmental Protection Agency (USEPA) to discuss interagency enforcement coordination efforts at Newby Island Landfill. Staff proposed increasing the frequency of inspections at the facility and to conduct data analysis of the landfill gas collection system, its abatement control and leachate systems in order to determine if there are operational or compliance issues with those systems.

On March 6 and 11, 2024, staff participated in a multiagency meeting to plan and coordinate inspections at three facilities identified by community members of the AB 617 designated Bayview Hunters Point area of San Francisco. Meeting participants included the California Air Resources Board, CalEPA, USEPA, CalRecycle, City of San Francisco Department of Public Health, and the City of San Francisco Office of District Attorney. The facilities included OP Trucking, Bay-View Greenwaste Management Co, LLC, and Pan-Glo Services, Inc. The inspections were targeted for April 2024.

On March 18, 2024, staff submitted the Air District's 2023 Annual Burn Report to the California Air Resources Board (CARB) per the requirements of the Title 17 Smoke Management Guidelines for Agricultural and Prescribed Burning. Prescribed burning totaled 2, 258 acres, a 46% increase compared to 2022.

Staff approved one Asbestos Dust Mitigation Plan (ADMP), RIN# 0266: MPGL Borregas-Bordeaux Bridge Project, Sunnyvale and three ADMP Amendment Requests 1) RIN #0209: Anderson Dam Tunnel Project, Morgan Hill – Amendment #3, 2) RIN #0023: Hunters Point Shipyard, San Francisco – Amendment #7, 3) RIN #0191: Hunter’s View, San Francisco – Amendment #1. These naturally occurring asbestos (NOA) projects are required to perform asbestos ambient perimeter air monitoring and submit results to the Air District on a bi-weekly basis.

**ENGINEERING DIVISION  
P. LEONG, DIRECTOR**

**Permits and Projects**

**Air Liquide (Rodeo):** On March 7, 2024, Permits to Operate Altered Sources and Certificate of Exemption was issued to Air Liquide for Renewable Feed and Fuel Gas Project (AN 32127).

**Shell Chemicals (Martinez):** On March 7, 2024, an Authority to Construct and Change of Conditions issued to Shell Chemicals – Ethylene Oxide – for Catalyst Impregnation Vessel Replacement Project (AN 31567).

**Tesla (Fremont):** On February 16, 2024, an Authorities to Construct issued to Tesla – South Paint Shop for Redundant Thermal Oxidizers (AN 32005).

**Lyten (San Jose):** On March 7, 2024, an Authorities to Construct issued to Lyten for Pilot Plant for Carbon Products Manufacturing (AN 683974).

**Richmond Products Terminal (Richmond):** On March 25, 2024, a Permit to Operate Altered Sources and Certificates of Exemption was issued to Richmond Products Terminal for Renewable Diesel and Biodiesel Storage and Loading Project (AN 32039).

**Phillips 66 (Rodeo):** On March 29, 2024, a Permit Condition Change and Alteration for Source 9 Boiler was issued to Phillips 66 for Rodeo Renewed Project (AN 702291).

**H Cycle Pittsburg Renewable Hydrogen Project (Pittsburg):** On March 1, 2024, Air District staff reviewed the H Cycle Pittsburg Renewable Hydrogen Project in the City of Pittsburg and sent the Lead Agency an email response highlighting Chapter 2, "Best Practices for Centering Environmental Justice, Health and Equity" of the Air District's California Environmental Quality Act (CEQA) Guidelines. Air District staff reviewed the H Cycle Pittsburg Renewable Hydrogen Project Draft Environmental Impact Report (DEIR). The proposed Project is located in the City of Pittsburg. Staff prepared and submitted a comment letter to the lead agency on March 18, 2024.

**EPA’s Evaluation of the Air District’s Title V Program:** On January 11, 2024, EPA’s final report on the Air District’s Title V Program Evaluation was received, and the Air District will have 90 days to review and prepare for the development of a workplan along with EPA. Since early 2023, EPA’s Region 9 Team has conducted survey and hybrid interviews of Air District staff and management, and reviewed permit files for the program evaluation. A draft report was provided to the Air District in August 2023. The Air District staff sent a comment letter on the draft report in October 2023. The next stage of the program evaluation is to form a joint work group for a workplan to implement changes to the Air District’s Title V Program. The elements of this workplan will be included in the corrective action plan from the Engineering Management Audit and eventually into the strategic plan for the Air District.

**Small Business Outreach and Compliance:** On January 26, 2024, staff completed and submitted the BAAQMD’s 2023 Small Business Outreach & Compliance Survey to the California Air Resources Board (CARB). The survey contains small business outreach statistics and data from Compliance & Enforcement, the Webteam, Communications, Rules, Strategic Incentives, Public Information, Community Engagement, and Engineering. CARB collects and compiles small business assistance and outreach by local California air districts for submittal to EPA per Section 507 of the Clean Air Act annually. EPA’s Small Business Environmental Assistance Program provides this information in a national report to the EPA’s Administrator, who makes it available to Congress and other interested Entities.

**Community Advisory Council – Environmental Justice (EJ) Ad Hoc Committee:** Engineering participated in the following meetings:

- On February 5, 2024, the EJ Policy Ad Hoc Committee convened with Division Directors and staff to identify EJ priority topics to focus on in upcoming EJ strategies development.
- On March 4, 2024, the EJ Policy Ad Hoc Committee met with District staff on developing draft Permitting EJ strategies and actions.
- On March 19, the EJ Policy Ad Hoc committee met with District Deputy Executive Officers, Directors, and staff on EJ strategies development re: Enforcement.

### **Rule Development and Implementation**

**FYE 2025 Proposed Amendments to Regulation 3, Fees:** On February 15, 2024, Air District staff led a hybrid public workshop to discuss proposed amendments to Regulation 3 (Fees) for the fiscal year ending 2025.

On February 16, 2024, the proposed amendments to Regulation 3 (Fees) for fiscal year ending 2025 was posted to the website for public comment.

**Regulation 11-18:** On February 15, 2024, Air District staff held a Virtual Workshop via Zoom on a Concept Paper for proposed amendments to Regulation 11, Rule 18 Reduction of Risk from Air Toxic Emissions at Existing Facilities, and draft Rule 11-18 Implementation Procedures.

**Toxic Air Contaminant Emissions Inventories:** On March 7, 2024, Toxic Air Contaminant Emission Inventories for 2020, 2021, and 2022 were posted to the Air District web site.

**Charbroiler Collaborative Workgroup:** The Charbroiler Collaborative Workgroup, which is led by SJVAPCD, held a meeting on March 20, 2024, to discuss opportunities for our agencies (CARB, SJVAPCD, SCAQMD, and BAAQMD) to work together to address barriers related to underfired charbroiling control technology. The Rules and Engineering Divisions participated. A list of workgroup goals was discussed that can serve as the foundation for our collaboration.

### **Hearing Board:**

**Berkeley Landfill Variance Hearing:** The Air District filed for an abatement order against Berkeley landfill because of its landfill gas leaks, poor maintenance, high methane detections above the lower explosion limit, and non-continuous operation of its gas collection system in violation of District and State regulations. At the first day of hearing on January 23, 2024, the hearing board consolidated the Air District's cross-action for an abatement order with the City of Berkeley landfill's request for a regular variance. The landfill seeks the variance in order to get relief from violation penalties and the regulatory obligation to operate its gas collection system continuously, arguing that because the landfill has been closed for 40 years it no longer produces enough landfill gas for continuous operation.

The Air District counterargues that the landfill is so poorly maintained that it cannot yet be determined whether or not the landfill is entitled to a less than continuous operation allowance. The corrective measures in the abatement order, including repairs, a drone survey, and probes are intended to better maintain the landfill and bring it into compliance to detect and reduce leaks and enable evaluation of the landfill's petition for less than continuous operation. The landfill presented its witnesses and rested its case on January 23, 2024, and the Air district presented the direct examination of permit engineer, Daniel Oliver. A second day of hearing on the consolidated abatement order and variance cases will be held on February 6, 2024, when the Air District will present, its two remaining witnesses: inspector Grace Leung, and engineering supervisor Tamiko Endow, and both sides will present their closing arguments.

On February 6, 2024, the Air District's Hearing Board unanimously rejected Berkeley Landfill's request for a Regular Variance and approved an Abatement Order against Berkeley Landfill on a 3 to 1 vote with Chair Valerie Armento dissenting. The Abatement Order requires the City of Berkeley to undertake monitoring, inspections, and repairs of the Landfill's gas collection system and flare, as well as probe monitoring and a drone survey, if certain conditions are met. The Abatement Order further provides for chemical fingerprinting to determine if the methane detected at high levels off the landfill site is landfill gas migrating from the landfill or not. Three witnesses appeared for the Air District, Daniel Oliver, Grace Leung, and Tamiko Endow, while Joel Freid attorney from the Legal Division represented the Air District. Alongside the defeated Variance and the granted Abatement Order, the City of Berkeley and the Air District have reached an agreement in principle to settle 7 Notices of Violation (NOVs) for payment of \$130,000.

**LEGAL DIVISION  
A. CROCKETT, LEGAL COUNSEL**

The General Counsel's Office received 152 violations reflected in Notices of Violation (NOVs) for processing.

Mutual Settlement Program staff-initiated settlement discussions regarding civil penalties or passing the Wood Smoke Awareness Course for 55 violations reflected in NOVs. In addition, five (5) Final 30-Day Letter(s) was/were sent regarding civil penalties for five (5) violation(s). Finally, settlement negotiations resulted in collection of \$78,400 in civil penalties for 41 NOVs. *Three (3) NOVs were settled by passing the Wood Smoke Awareness Course with \$0.*

Counsel in the General Counsel's Office initiated settlement discussions regarding civil penalties for 18 violation(s). Settlement negotiations by counsel resulted in collection of \$510,685 in civil penalties for 50 violation(s).

**COMMUNICATIONS AND PUBLIC INFORMATION DIVISION  
K. ROSELIUS, OFFICER**

**Media Inquiries:**

Staff responded to 56 media inquiries, including requests about:

- Air quality in Northern California.
- Bayview Hunters Point kickoff meeting.
- Bayview Vehicle Triage Center permit.
- Berkeley landfill.
- Berkeley natural gas ban.
- Canyon Rock asphalt plant.
- Chevron and MRC announcement.
- Chevron flaring.
- Chevron NOVs and settlement.
- Clean Cars for All.
- Computer hack.
- DOT grant.
- Home air filtration program.
- I-580 study.
- Lafayette lawn mowers.
- MRC statement and incident.
- NAAQS PM.
- Refinery safety.
- Republic Services.
- Richmond Path to Clean Air meeting.
- Schnitzer Steel.
- Spare the Air.
- Standby generators.

- Valero flaring.
- Weather and refineries.
- West Contra Costa Sanitary Landfill.

**Press Releases:**

- 03/12/2024 [Air District’s Clean HEET Program begins accepting applications](#)
- 03/04/2024 [Air District expands Clean Cars for All program to entire Bay Area](#)
- 02/13/2024 [Air District secures decisive victory: Chevron & MRC refineries drop lawsuits: Chevron to pay highest violation penalties in agency history](#)
- 02/07/2024 [Air District supports EPA’s more stringent health standard for particulate matter](#)
- 01/29/2024 [Air District fines West Contra Costa Sanitary Landfill \\$160,000 for air quality violations](#)
- 01/11/2024 [Air District awarded \\$15 million in federal funding to enhance Bay Area electric vehicle charging infrastructure](#)
- 01/08/2024 [Air District partners with community leaders in Bayview Hunters Point/Southeast San Francisco to develop plan that reduces unfair levels of air pollution & supports public health](#)

**Media Events:**

- 2/13/2024 Chevron & MRC Rule 6-5 Settlement Media Availability.

**Media Highlights:**

The Air District was mentioned in 1,350 print/online stories and 230 radio/video clips from January through March 2024. Below are media coverage highlights:

- 03/13/2024 [Grants available for converting wood-burning stoves, fireplaces](#)
- 03/04/2024 [Bay Area's "Clean Cars for All" Expands, Up to \\$12,000 for Greener Vehicles and Home Charging](#)
- 02/22/2024 [Carl Moyer equipment replacement applications being taken](#)
- 02/13/2024 [Bay Air District Hails 'Decisive Victory' in Battle to Cut Refinery Pollution](#)
- 02/08/2024 [New air standards backed by Bay Area district](#)
- 01/13/2024 [West Contra Costa landfill fined \\$160K over air quality violations dating back to 2019](#)
- 01/12/2024 [Bay Area air district receives \\$15M EV grant](#)
- 01/10/2024 [Regulators, residents team up to improve Bayview-Hunters Point air quality](#)
- 01/01/2024 [NYE flaring at Richmond Chevron Refinery prompts complaints; Air District investigating](#)

**Public Inquiries:**

Phone: 145 public calls.

**Events:**

- Festival of Colors on 3/23/24 – 3/24/24 in Fremont.
- Republic Day on 1/27/24 in Sunnyvale.
- Christmas in the Park on 11/24/23 – 1/1/24 in San Jose.

## **Spare the Air:**

- Media Relations/Public Outreach
  - Communicated with canvassing vendor regarding completion of community/door to door outreach reports and shared final recap.
  - Developed 2023 Spare the Air Summer campaign results.
  - Ideated proactive Winter/Spring earned media opportunities.
  - Reached out to internal Dignity Health contact on potential physician spokespeople for future air quality outreach.
  - Developed integrated plan for Summer Spare the Air program FY 24-25.
  - Developed proactive media outreach opportunities to incorporate into the Summer Spare the Air plan.
  - Organized list of local physicians for potential air quality co-op media outreach.
- Advertising
  - Continued coordinating with media vendors for winter paid campaign as needed.
  - Followed up with media vendors for summer '23 and winter '23-'24 campaigns regarding final invoices.
  - Received an update from Basis regarding Waze reporting for summer campaign.
  - Discussed Waze status with media buying partner Basis.
  - Followed up to confirm final added value TV spots.
  - Developed timeline/next steps for paid media plan.
  - Developed integrated plan for Summer Spare the Air program.
- Social Media
  - Developed STA content.
  - Developed approach to launching STA on TikTok; developed and reviewed slides for use in March meeting.
  - Successfully set up paid boosting and government organization distinction on Meta.
  - Approved first round of summer boosted content.
  - Started development of paid social ads for the 2024 Choose Transit campaign.
- Employer Program
  - Shared proposed edits to the EP sign-up form for higher likelihood of registration.
  - Conducted meeting with True North research regarding employer survey (objectives, approach/methodology, costs and next steps) and followed up on subsequent scope of work from True North.
  - Coordinated EP True North Survey.
  - Sign-up form completed.

## **Spare the Air Social Media:**

Actively monitored and posted on social media throughout the Spare the Air season. Facebook, Twitter, Instagram and Pinterest platforms were monitored.

- Post samples:
  - [Facebook](#)
  - [Twitter](#)
  - [Instagram](#)
  - [Pinterest](#)

In this quarter, Spare the Air social media follower numbers remained at 13,475 (+0) on Facebook, decreased to 14,839 (-43) on Twitter, increased to 2,126 (+10) on Instagram, and remained at 298 (+0) on Pinterest.

### **Air District Social Media:**

- Staff continued to run social posts daily including:
  - Air quality forecasts: daily, one-day or two-day forecasts.
  - Shared:
    - Clean Cars for All.
    - Path to Clean Air virtual public workshop and draft CERP review period.
    - City of Petaluma bike rack grants through TFCA.
    - Safe Routes to Schools New Year's resolution to walk and roll to schools.
    - Chevron refinery flaring and complaints.
    - Bayview Hunters Point CERP development and kickoff meeting.
    - Federal funding to enhance EV infrastructure.
    - Bike East Bay clinic funded through James Cary Smith Community Grant Program.
    - Clean Cars for All webinar and upcoming program changes.
    - Draft Path to Clean Air CERP available for review and public workshop.
    - What's In and What's Out for air quality in 2024.
    - Job and college internship announcements.
    - Staff spotlight on Romelle Guittap.
    - Path to Clean Air draft plan available for review reminder.
    - Source Test staff conducting emissions testing.
    - Resident post on not owning a car in the Bay Area.
    - West Contra Costa Sanitary Landfill penalty.
    - Alameda County Safe Routes to Schools Program partnering with Spare the Air in February.
    - San Mateo job fair.
    - Chevron and MRC announcement.
    - Rule 6-5.
    - Call for applicants for the Community Advisory Council.
    - Dr. Fine's statement on the EPA's adoption for more stringent health standard for particulate matter pollution.
    - Call for applicants for Principal Air Quality Engineer.
    - Call for applicants for Director/Officer in the Information Services Division.
    - Community Grant Program grantee Valley Verde composting workshop.
    - Acterra's Promise to Our Planet event with Davina Hurt.
    - Dir. Gioia's video recap of the Chevron and MRC announcement.
    - Community Grant Program grantee Urban Habitat's environmental justice training.
    - Clean Cars for All relaunch and expansion to the entire Bay Area.
    - Peninsula Clean Energy EV Charging event featuring Air District Grant Specialist Caylee Mercado.
    - EPA funding announcement for ports.
    - Staff spotlight on Yuanyuan Fang.

- 511 Contra Costa incentives to drive less and take transit.
- California HVIP voucher map.
- SEI Earth Day Challenge for middle and high school students.
- EPA's Clean School Bus program.
- Clean HEET program launch.
- NY Times article on satellite developed by the Environmental Defense Fund to track methane emissions.
- Cal FIRE video on wildfires vs. prescribed fire.
- AB 617 Steering Committee Meeting on 3/14/24.
- National Transit Employee Appreciation Day.
- Draft Final Path to Clean Air Vote meeting.
- AQ monitoring sites data link.

In this quarter, Air District social media follower numbers increased to 5,844 (+53) on Facebook, increased to 22,736 (+81) on Twitter, increased to 2,906 (+56) on Instagram, and increased to 3,583 (+141) on LinkedIn.

**Other:**

- Video
  - Worked on short, vertical social media videos.
  - Reviewed draft appliance rules video script.
  - Optimized Board of Directors' Retreat video for the website.
  - Created short videos for TikTok.
  - Updated wintertime wood smoke video.
  - Updated wildfire video.
  - Worked on TCFA video.
- Publications
  - Published 2/1/24 edition of Air Currents.
  - Compiled report of subscriber numbers and open rate for Air Currents.
- Staff Development
  - Exec Media Training on 1/24/24 and 1/25/24.
- Air District branding project
  - Presentation meeting with WTC/Exec mid-Jan.
  - Contract term amendment – in progress.
  - Logo presentation meeting with WTC/Exec on 2/2, pre-meeting on 1/29/24.
  - Logo design meeting on 2/27/24.
- Annual Report
  - Richmond AB 617 – awaiting final approval.
  - Exec video – complete.
  - Awaiting R6 layout.
  - Awaiting final edits from divisions.
  - Contract amendment – in progress.
- Photography
  - BVHP meeting – 1/16/24.
  - M&M field staff – Pon/Source Test on 1/11/24.
  - East Oakland facility tour – 1/20/24.

- o CAC sites:
  - Richmond library – TBD.
  - West Oakland DeFremery rec center – 1/22/24.
- o All Hands – complete.
- o Valley Verde composting workshop (JCS grantee) – 2/10/24.
- o Urban Habitat EJ training (JCS grantee) – 2/24/24.
- Graphics
  - o Clean HEET flyer – complete.
  - o Clean Cars for All bi-fold and flyer – in revision.
  - o Air purifier flyers – complete.
  - o Wildfire Smoke Tips materials – redesign in progress.
  - o Budget document – complete.
- Air District PowerPoint presentation
  - o Mary created template elements.
  - o Created Air District overview presentation template.
- Spare the Air app
  - o Met with Innoppl on 1/8/24 to ensure certificates for app are functioning.
  - o Compiled distribution list of possible vendors for upcoming Spare the Air app RFP.
  - o Worked with Innoppl on Airship update.
  - o Posted RFP for STA Mobile App Services on 3/4/24.
- Web Updates
  - o e-blasts:
    - Carl Moyer off-road webinar – 1/11/24.
    - Flare Minimization Plan Reminder – 1/25/24.
    - Carl Moyer Webinar reminder – 2/1/24.
    - CAC applications e-blast – 2/13/24.
    - Chevron/MRC Settlement e-blast – 2/13/24.
    - Building Appliance Rules IWG meeting e-blast – 2/14/24.
    - March EV Coordinating Council Meeting – 2/28/24.
    - TFCA Policy Comment Period – 2/29/24.
    - CCFA program opening – 3/4/24.
    - BARCAP PCAP Plan – 3/5/24.
    - Carl Moyer Project extension – 3/6/24.
    - EV Coordinating Council Meeting Reminder – 3/7/24.
    - Clean HEET – 3/12/24.
    - Flare Minimization Plan Updates – 3/12/24.
    - Richmond PTCA Final Plan – 3/20/24.
    - Grants Infrastructure webinar – 3/20/24.
  - o Developed project plan for identifying and addressing outdated pages and materials on the website.
  - o Community Monitoring in East Oakland page posted on 1/31/24.
  - o Emissions Inventory page updates/restructure set for review.
  - o Board Committees page – finished updates relating to creating new consolidated Policy, Grants, and Technology Committee items.
  - o Made updates to Board and Advisory Council pages regarding new/updated 2024 members, terms, positions, etc.

- Developed response items with staged web updates to Twilio request for Public Notification Tool.
- Developed text for new Subscription Center site rollout; partial roll-out of new Subscription Center site on 2/1/24.
- Prepared emails to divisional stakeholders for Language Translation hand-over.
- Updated AQ and Open Burn forecast manually until server issues were resolved.
- Planning section of website updates preview out for review.
- Added new Nominating Committee item and content to Board Committees page.
- Chevron/MRC settlement press release and Latest News went up on 2/13/24.
- Community Advisory Council Applications Latest News went up on 2/14/24.
- CCFA web page extensive updates were due 3/1/24.
- TFCA page updates were due 2/29/24.
- STA Employer Program page – checked about Telework Resources information link.
- Wood Smoke Whitepaper – met to discuss and post comments.
- Posted CCFA press release and Latest News on 3/4/24.
- Carl Moyer extension web updates went up 3/6/24.
- South Bay Odor Study page went live 3/12/24.
- EV Council web page substantial updates on 3/7/24.
- Toxic AC Inventory page – uploaded three years of reports.
- Advisory Council work new page set up finished for Exec updating.
- Infrastructure and Apply for Funding page updates posted on 3/20/24.
- Met to discuss Incident Notifications continued rollout on 3/19/24.
- Coordinated with Twilio on creating SMS capabilities for Incident Response.
- Twilio Incident Notification Registration – drafted responses to the registration form questions.
- Worked with Twilio on ACH payment information.
- Ongoing press release and document translation coordination.
- Ongoing AB 617 meeting postings.
- Ongoing Board Meeting material postings.
- Ongoing AQ data site station flag maintenance.
- Ongoing Grants postings.
- Miscellaneous
  - Updated Communications Office Request Form.
  - Edited FY 2024-25 Proposed Budget document.
  - Updated Wildfire Messaging.
  - NAAQS press release/talking points – 2/7/24.
  - Scheduled interviews and issued recommendation memo for Advertising, Communications and Survey Research Services for Spare the Air Program.

**PLANNING AND CLIMATE PROTECTION DIVISION  
W. GOODFRIEND, DIRECTOR**

**California Environmental Quality Act (CEQA):** Air District staff reviewed the H Cycle Pittsburg Renewable Hydrogen Project Draft Environmental Impact Report (DEIR). The proposed Project is in the City of Pittsburg. Staff prepared and submitted a comment letter to the lead agency on March 18, 2024.

**Bay Area Regional Climate Action Planning (BARCAP):** Staff presented a briefing on the Bay Area Climate Action Plan (BARCAP) initiative, funded through a US EPA Climate Pollution Reduction Grant, to the Policy, Grants and Technology Committee on March 20, 2024. The briefing included an update on the Priority Climate Action Plan (PCAP) recently submitted as a deliverable to the US EPA, and pending CPRG implementation funding proposals for the PCAP measures.

Staff submitted the Priority Climate Action Plan (PCAP) to the USEPA as the first deliverable under the USEPA \$1 million Climate Pollution Reduction Grant. The PCAP is the culmination of a 10-month regional effort led by the Air District to gather regional input and engage local government, community organizations and other stakeholders in identifying top priority sectors and measures for reducing greenhouse gas (GHG) emissions. The PCAP focuses on reducing GHGs from existing residential buildings and facilitating trip reduction through creation of mobility hubs, both efforts focusing on frontline communities. The PCAP will soon be accessible on the Air District's grant website (<https://www.baaqmd.gov/plans-and-climate/climate-protection/bay-area-regional-climate-action-planning-initiative>).

Staff presented on the PCAP and the BARCAP effort to the County Transportation Authorities Planning Directors meeting.

Staff presented on the Priority Climate Action Plan key insights and lessons learned at a California Air Resources Board (CARB) sponsored regional workshop facilitated by the Bay Area Climate Adaptation Network to solicit feedback from local governments on how CARB can better support ambitious local climate action.

**Building Appliance Standards Implementation Work Group (IWG):** Staff hosted the third Steering committee meeting of the Implementation Working Group on January 16, 2024.

Staff hosted the fourth Building Appliance Rules Implementation Working Group Plenary Meeting on February 28, 2024.

Staff hosted the fourth Technical Subcommittee meeting of the Implementation Working Group Plenary. Presenters and subcommittee participants discussed challenges and steps to streamline permitting of zero-NOX appliances.

Staff hosted the fourth Equity Subcommittee meeting of the Implementation Working Group Plenary. Presenters and subcommittee participants focused discussion on renter data and the tenant protection policy landscape in the Bay Area.

Staff continued meeting with the CEOs of the seven Bay Area Community Choice Aggregators to discuss the Implementation Work Group.

Staff participated in CARB's Market and Technology Assessment Technical Feedback meeting in support of their Zero-Emission Appliance Rule. Staff met with CARB to discuss the draft regulatory concepts to be presented at CARB's Public Workshop on February 28, 2024. CARB is proposing to move up some compliance dates from the original 2030 targets to align with BAAQMD and SCAQMD implementation.

Staff met with the City of Portland, Oregon regarding NOx emission standards for appliances as they are considering developing a similar regulatory proposal.

Staff presented at the Silicon Valley Clean Energy Municipal Agency Working Group Meeting in San Jose on the Building Appliance Rules and the IWG.

**NAAQS and Attainment Planning:** Staff attended an Environmental Protection Agency (EPA) briefing for implementation of the recently revised ultra fine particulate matter (PM<sub>2.5</sub>) National Ambient Air Quality Standards (NAAQS) including resources to support initial area designations.

**ASSESSMENT, INVENTORY, AND MODELING**  
**S. BAI, DIRECTOR**

**Community Protection Program (AB 617) Support:** For the West Oakland community, staff continue to develop the updated community emissions inventory reflecting 2024 emissions for permitted sources, Port of Oakland, and roadways.

For East Oakland, staff completed the base year emission inventory and modeling analysis for major emission sources and are in the process of generating PM<sub>2.5</sub> and cancer risk maps to assist members at the monthly Community Steering Committee (CSC) meetings in identifying sources and areas of concern.

For the Bayview/Hunters Point/Southeast San Francisco, staff completed the emissions inventory for permitted facilities and locomotives and are developing the local inventories for marine sources and roadways. Staff also provided maps of roadway counts and permitted source locations to assist in monthly CSC meetings.

Staff worked with the Air District's web team to obtain geospatial map of the Air District's Bay Area jurisdictional boundary for Metropolitan Transportation Commission (MTC) to support AB 617 work.

**Particulate Matter Strategy Development Support:** Staff developed a preliminary list of references on cumulative impact to support the upcoming discussion of the Advisory Council members on this subject.

Staff continued refinement of the woodsmoke emissions estimates, including improved estimation of spatial distribution, and preparation of emissions input for modeling analysis.

**Emissions Inventory Development, Update, and Reporting:** Staff continued work to update the greenhouse gas (GHG) emissions inventory to support the Air District’s EPA Climate Pollution Reduction Grant (CPRG) application. Staff worked with the Air District’s Engineering Division to verify the emissions inventory for the nonvehicle permitted facilities that emit 250 tons or more per year as part of the AB10X program where CARB imposes an additional fee to the 20 highest emitting facilities in California. Staff worked with the Engineering Division to develop a plan for reporting toxics emissions inventory for permitted facilities in accordance with AB2588 regulations for public accessibility to the data. Staff reviewed and provided comments on US EPA’s 2022 v1 Emissions Modeling Platform (EMP). Staff also meet with City of Hayward representatives to discuss aircraft emissions inventory for the Hayward airport.

**Regional Modeling:** Staff continued work with the simulation of ozone and particulate matter for 2022 in the Bay Area and the evaluation of simulation results. Staff established a collaborative project with Professor Alex Gunther of University of California, Irvine to update biogenic emissions (from vegetation) estimates in the Bay Area.

**Data Requests and Ad Hoc Technical Assessments:** Staff addressed two public records requests for a complete set of air modeling AERMOD inputs and emissions data used to simulate roadway impacts for West Oakland under the AB617 program. Staff supported several Rule Development efforts by: (1) reviewing and providing comments on Staff Report and proposed amendments to Regulation 8-18 Flanges and Valves, (2) reviewed the white paper outlining concepts for addressing emissions from metal recycling facilities and provided a preliminary emissions inventory from California Emission Inventory Development and Reporting System (CEIDARS) for those facilities that would subject to the regulation, (3) reviewed the proposed amendments to Regulation 6-1 and 6-6 to address fugitive emissions, and (4) participated in a kick-off meeting to discuss timeline for developing concepts to address emissions from Indirect Sources and provided a calculator for estimating emissions from truck counts and survey results of truck magnet sources in West Oakland. Staff assisted the Air District’s Climate Protection Section by responding to a public inquiry from Sustainable San Mateo regarding high incidence of asthma in certain cities and providing the major sources contributing to PM<sub>2.5</sub>, NO<sub>x</sub>, and TOG in San Mateo. Staff also provided Vietnamese language translations for the Clean Cars for All and Filter Replacement grant flyers.

**Meetings, Workshops, and Trainings:** Staff attended CARB’s workshop on the proposed updates to on-road mobile source emissions inventory model, EMFAC202Y on January 17, 2024.

Staff attended UCLA’s webinar sponsored by Caltrans regarding “Impacts on Freeway Siting in California – Pasadena Case Study” on January 30, 2024.

Staff attended CARB’s Research Seminar on “Impacts on Vehicle Miles Traveled from Land Use and Transportation Changes” on February 27, 2024.

Staff attended CARB’s Annual Emission Inventory Technical Advisory Committee (EITAC) Conference, which provided Air District with information on upcoming emissions inventory reporting requirements under CEIDARS and research updates on April 11, 2024.

Staff completed the Anti-Harassment Training for All California Employees in compliance with SB 1343.

**RULES & STRATEGIC POLICY DIVISION**  
**G. NUDD, DEPUTY EXECUTIVE OFFICER OF SCIENCE & POLICY**

**Amendments to Rule 8-18: Refinery Heavy Liquids Leaks (AB 617 BARCT Schedule):** Regulation 8: Organic Compounds, Rule 18: Equipment Leaks (Rule 8-18) was identified as one of the six high-priority rule development projects in the AB 617 Expedited Best Available Retrofit Control Technology (BARCT) Implementation Schedule and addresses emissions of volatile organic compounds (VOC) and methane (together referred to as “total organic compounds” or TOC) from equipment leaks at refineries, chemical plants, and facilities loading and storing organic liquids in bulk quantities. Amendments to Rule 8-18 were adopted in December 2015 to address equipment that service heavy liquids at these sources, but those amendments were not fully implemented due to uncertainty regarding emissions reductions and cost-effectiveness related to monitoring components in heavy liquid service. Board Resolution No. 2015-12 directed staff to examine these issues further and recommend modifying this rule if appropriate. In addition, the Air District was sued in January 2016 by three refinery facilities, which resulted in a Board adopted enforcement agreement between the Air District and the refineries issued in March 2017. Air District staff coordinated with each of the five Bay Area refineries to conduct a Heavy Liquid Leak Study and issued a report in April 2022. Using the findings from this study, the Air District is currently proceeding with rule amendments to limit emissions associated with a subset of equipment that service heavy liquids. These rule amendments also include the provisions agreed upon in a settlement agreement along with other modifications to strengthen, update, and clarify rule provisions.

Air District staff issued a Request for Comments on draft amendments to Regulation 8: Organic Compounds, Rule 18: Equipment Leaks (Rule 8-18) in November 2023, and accepted comments through December 2023. During this comment period, the Air District received three written comment letters from the Western States Petroleum Association (WSPA), Air Liquide, and Ashworth Leininger Group. Staff anticipate publishing proposed amendments and supporting materials in anticipation of a public hearing for consideration by the Board of Directors in Q3 of 2024.

The heavy liquids study was finalized in April 2022, and is available here: [https://www.baaqmd.gov/~media/files/engineering/refinery-emissions-inventory-guidelines/heavy-liquids-study-report-april2022\\_-final-pdf.pdf?la=en](https://www.baaqmd.gov/~media/files/engineering/refinery-emissions-inventory-guidelines/heavy-liquids-study-report-april2022_-final-pdf.pdf?la=en)

Visit this webpage for more information on amendments to Rule 8-18: [https://www.baaqmd.gov/rules-and-compliance/rules/reg-8-rule-18-equipment-leaks?rule\\_version=2024%20Amendment](https://www.baaqmd.gov/rules-and-compliance/rules/reg-8-rule-18-equipment-leaks?rule_version=2024%20Amendment)

Visit this webpage for more information on the AB 617 Expedited BARCT Implementation Schedule: <https://www.baaqmd.gov/rules-and-compliance/rule-development/barct-implementation-schedule>.

**Amendments to Rule 11-18: Reduction of Risk from Air Toxic Emissions at Existing Facilities:** Regulation 11: Hazardous Pollutants, Rule 18: Reduction of Risk from Air Toxic Emissions at Existing Facilities (Rule 11-18) was adopted by the Bay Area Air Quality Management District in 2017 to address facilities whose emissions of toxic air contaminants result in a significant health risk to nearby residents and workers. Rule 11-18 requires existing facilities with health risks above risk action thresholds to either reduce those health risks below the rule’s risk action thresholds or implement Best Available Retrofit Control Technology for Toxics on all significant sources of health risks. Concerns were raised by committee members, community members, and environmental groups at multiple Stationary Source and Climate Impact Committee meetings and AB 617 Community Steering Committee meetings regarding delays in rule implementation and risk reduction progress, including delays in the finalization of health risk assessments (HRA) and Risk Reduction Plan (RRP) development, submission, and approvals.

In addition to other Air District actions to implementing and evaluating program changes to address these issues, staff are also developing amendments to Rule 11-18. A Concept Paper on regulatory concepts for amendments to Rule 11-18 were published in December 2023 for public comment, and a virtual public workshop was conducted on February 15, 2024, to present information on the concepts for regulatory amendments along with proposed changes to other Rule 11-18 implementation documents. The written comment period for these materials ended on February 29, 2024. Staff presented an update on the implementation and rule concepts for Rule 11-18 to the Stationary Source Committee on March 13, 2024. Staff will continue to review and consider comments received in the development of draft amendments to Rule 11-18 and anticipate further public and stakeholder engagement later in 2024.

Visit this webpage for more information on the amendments to Rule 11-18: [https://www.baaqmd.gov/rules-and-compliance/rules/regulation-11-rule-18-reduction-of-risk-from-air-toxic-emissions-at-existing-facilities?rule\\_version=2024%20Amendments](https://www.baaqmd.gov/rules-and-compliance/rules/regulation-11-rule-18-reduction-of-risk-from-air-toxic-emissions-at-existing-facilities?rule_version=2024%20Amendments)

**White Paper Evaluation of Metal Recycling and Shredding Operations and Potential Policy Measures:** During the development of the West Oakland Community Emission Reduction Plan (CERP), “Owning our Air: The West Oakland Community Action Plan” (WOCAP), community repeatedly expressed concerns about the pollution from the Schnitzer Steel facility, especially pertaining to deposition of light fibrous material (LFM) on both public and private properties around the facility along with frequent fires that emit carbon and odor causing gases. As a result, Strategy #68 of the WOCAP states that the Air District should pursue “*amendments to existing regulations to further reduce emissions from metal recycling and foundry operations, such as changes to: 1) Rule 6-4: Metal Recycling and Shredding Operations, which requires metal recycling and shredding facilities to minimize fugitive PM emissions through the development and implementation of facility Emission Minimization Plans; and 2) Rule 12-13: Foundry and Forging Operations, which requires metal foundries and forges to minimize fugitive emissions of PM and odorous substances through the development and implementation of facility Emission Minimization Plans by 2025.*”

The Air District is assessing potential regulatory amendments to Regulation 6: Particulate Matter, Rule 4: Metal Recycling and Shredding Operations (Rule 6-4) through the development of a white paper evaluation. The white paper will discuss impacts from metal recycling and shredding operations and potential recommendations for addressing these impacts. Staff presented an update on white paper progress and preliminary recommendations to the Stationary Source Committee on February 14, 2024. Staff anticipate releasing the white paper in Q2 of 2024.

**TECHNOLOGY IMPLEMENTATION OFFICE**  
**A. FOURNIER, OFFICER**

The mission of the Technology Implementation Office (TIO) is to provide financial incentives, technical services, and matchmaking support that speed the development and deployment of climate technologies in the Bay Area and beyond.

**Climate Tech Finance:** Climate Tech Finance increases access to capital for entrepreneurs, small businesses, and local governments to reduce greenhouse gas emissions. The program uses innovative financial instruments to encourage commercialization and adoption of low-carbon technologies. Our products are offered through a unique partnership between the Air District and the California Infrastructure and Economic Development Bank (IBank). ([www.ctf.baaqmd.gov](http://www.ctf.baaqmd.gov))

To support climate technology development, the Climate Tech Finance program offers a first-of-its-kind loan guarantee. This de-risking insurance will pay a commercial lender up to 80% of a loan value, to a maximum of \$5 million, in case of a default on a loan made to a technology venture bringing new climate tech to market. This loan guarantee enhances the credit of technology startups and increases their access to working capital that can fuel their growth. The Air District markets and develops these loan guarantees in close cooperation with Financial Development Corporations (FDC) throughout California, affiliates of IBank.

To date, fifteen companies have received \$36M in banks' loans with the support of Climate Tech Finance loan guarantees. These companies specialize in the development and commercialization of innovative clean energy technologies and zero-emission mobility solutions in the Bay Area and California.

Companies, received loans with the support of Climate Tech Finance loan guarantees for Q1 2024:

- SeaTrec - designs and manufactures energy harvesting solutions that generate electricity from naturally occurring temperature differences in ocean waters.

Staff and the FDCs continue to support the advancement of loan applications of qualified projects and to identify other prospects across industrial sectors. This includes prospective borrowers developing solutions in circular economy, energy storage, zero-emission infrastructure, mobility, construction, data center spaces, and advanced energy efficiency.

Companies approved for Climate Tech Finance loan guarantees who completed the Air District's GHG Impact Evaluations for Q1 2024:

- Kaizen Clean Energy

Companies accepted into the Climate Tech Finance Program who completed the Air District's Initial Evaluations for Q1 2024:

- Air Protein.
- Amai.
- DriveLabs.
- FlowLoopX.
- Forum Mobility.
- Green Commuter.
- Kodama.
- Mars Charge.

During the initial quarter, our staff handled 31 intake calls, originating from various sources including direct website visits, referrals from IBank or our FDC partners, and individuals contacting us through LinkedIn.

**Clean Air Centers:** Clean Air Centers is part of a statewide initiative under Assembly Bill 836: Wildfire Smoke Clean Air Center Incentive Program for Vulnerable Populations (Wicks, Chapter 393, Statutes of 2019) to establish a network of publicly accessible facilities with high-efficiency air filtration systems for people who may not otherwise have access to clean air during wildfire events. The grant program will allow counties to apply directly for facility ventilation upgrades and for purchasing portable air cleaners and air filter replacements.

The Air District received \$3M in program and administrative resources to implement Clean Air Centers, CARB is administering the program. The Air District collaborated with CARB to develop the funding guidelines and executed a contract with CARB in July 2021 to begin program implementation.

The Air District conducted two solicitations that resulted in applications for 1,204 portable air cleaners and two (2) HVAC upgrades, totaling \$3.3M in funding, greater than the \$3M grant award. The Air District will be unable to fund 1 HVAC upgraded budgeted at \$690K and will use funds towards the purchase of more portable air cleaners. CARB has reviewed and approved the applications. The Air District finalized contracting with applicants in May 2023 and have begun implementation for the following Grantees:

1. County of Alameda on behalf of its Alameda County Health Care Services Agency – Office of Homeless Care and Coordination.
2. City of Benicia.
3. Contra Costa County – Contra Costa Health Services.
4. Contra Costa County – Library.
5. Napa County Office of Emergency Services.
6. City of Oakland.
7. City and County of San Francisco – Department of Emergency Management.
8. County of San Mateo - Department of Emergency Management.
9. Solano County Department of Library Services.
10. County of Sonoma – Department of Emergency Management.

As of May 9, 2024, the program has delivered 1,528 portable air cleaners with filter replacements and is undergoing an HVAC upgrade for the Pinole Library in Contra Costa County.

**Clean Cars for All:** Clean Cars for All (CCFA) incentivizes income-qualified households to replace older, higher-emission vehicles with a newer, cleaner vehicle or mobility options (e.g. public transit passes or e-bikes) ([www.baaqmd.gov/cleancarsforall](http://www.baaqmd.gov/cleancarsforall)). To date, the Air District has received \$73M in program and administrative resources to implement CCFA. CCFA funding comes from the Transportation Fund for Clean Air and CARB funds, which include funding from California Climate Investments (CCI), Volkswagen Settlement (VW), and Air Quality Improvement Program (AQIP).

The Air District executed grant number G22-CC4A-03 with CARB on June 1, 2023, to increase CCFA funding by \$28M, bringing the contracted funding amount to \$73M. The program temporarily closed on January 31, 2024, to allow time to implement program changes under the new contract and relaunched on March 1, 2024, with expanded eligibility to all Bay Area zip codes and increased incentive amounts.

Staff also coordinated with external auditors to provide requested CCFA information for projects funded under FY 2016-2017 through 2021-2022 contracts. The review is a part of a larger audit of all CARB funded incentive programs at the Air District.

Key program highlights include:

- 6,843 applications have been submitted since the program opened in March 2019, and 4,605 awards have been made (totaling over \$33.34 million). 3,980 grantees purchased new vehicles, 108 grantees selected PEX cards for public transit and other mobility options, 477 grantees have requested or installed a home charger or purchased a portable charger.
- Of the clean transportation options selected to date, 35% were battery electric vehicles (BEV), 37% were plug-in hybrid electric vehicles (PHEV), 23% were conventional hybrid vehicles, 2% percent were hydrogen fuel cell electric vehicles (FCEV), and 3% were mobility option.

**Clean Cars for All Program Key Performance Indicators (KPI)**

<b>Clean Cars for All Program KPI Totals to Date (2019-2024)</b>	
Total budget	\$73M
Total available	\$23.96M (i.e. not awarded)
Applications received	6,843
Funds awarded	\$33.34M / 4,605 grantees
Funds paid	\$32.56M / 4,238 payments
<b>Clean Cars for All Program KPI Totals During Q1 of 2024</b>	
Applications received	569
Funds awarded	\$2.13M / 134 grants
Funds paid	\$1.02M / 145 payments

**Charge! Program for Electric Vehicle (EV) Infrastructure:** The Charge! Program provides grants to install light-duty electric vehicle charging infrastructure and is focused on expanding the coverage of charging stations, particularly at multi-family housing and in Priority Population Areas as defined by CARB. ([www.baaqmd.gov/charge](http://www.baaqmd.gov/charge))

- The 2023 Charge! Program opened on November 15, 2022. A draft version of the Charge! Program Guidance was released on September 16, 2022, and public comments were accepted until October 9, 2022. A pre-application webinar was held on November 29, 2022, and was attended by 140 stakeholders. Program staff finished evaluating FYE 2023 Charge! Program applications and presented the recommended projects to the Mobile Source and Climate Impacts Committee meeting on May 10, 2023. The Board of Directors approved the FYE 2023 Charge! Program rank list and recommended projects on May 17, 2023. Program staff are currently in the process of executing contracts with eligible applicants.
- Staff continue to administer and monitor current Charge! Program projects for compliance.

**Outreach and Partnerships:** TIO organizes the Bay Area EV Coordinating Council and convenes quarterly networking, coordinating, and information sharing events for public agencies, companies, and non-profit organizations to accelerate EV adoption in the Bay Area. The EV Council meeting was held on March 20<sup>th</sup> at 375 Beale Street with about 75 attendees in person and online. The meeting included a panel about E-Bike incentive programs and progress towards equitable E-Bike adoption with speakers from New Wheel, Silicon Valley Bicycle Coalition, and Waterside Workshops, a presentation about U.C. Berkeley's EV Equity Initiative, a networking lunch, and a vendor expo. The EV Council's Funding Navigator Working Group held their second meeting on March 20<sup>th</sup>. In preparation for the March general meeting, the planning team met with the EV Council's Steering Committee on January 29<sup>th</sup>. New members recently joined the EV Council Steering Committee.

TIO was awarded \$2,994,574 from the California Energy Commission for a project to increase access to electric vehicle chargers for multi-family housing residents. TIO has partnered with GRID Alternatives Bay Area and Marin Clean Energy on a proposed project that seeks to work with community groups to identify multi-family housing sites to install 148 chargers (6 DC Fast, 62 dual-port Level 2, and 80 single-port Level 1) at 12 sites in Oakland, Richmond/San Pablo, and Vallejo. The goal is to identify sites located solely in disadvantaged communities (or low-income areas) while prioritizing affordable housing facilities. TIO staff received the CEC contract on June 5, 2023, and the agreement was fully executed on July 20, 2023. TIO staff are currently working on implementing the project and subcontracting project partners.

**OFFICE OF DIVERSITY, EQUITY, AND INCLUSION  
T. WILLIAMS, DIRECTOR**

**Air District Demographics:** During the first quarter of 2024, the Office updated its demographic analysis report that includes all Air District employees by race/ethnicity and gender compared to the Bay Area working age adults ages 18-64. Below is a snapshot of the demographic data:

<b>Ethnicity/Race - All Air District</b>	
American Indian/Alaskan Native	1%
Asian	41%
Black or AA	6%
Hispanic or Latino	10%
White	40%
Other/Unknown	3%

<b>Ethnicity/Race - Exec. Mgmt. (Director &amp; above)</b>	
American Indian/Alaskan Native	0%
Asian	32%
Black or AA	5%
Hispanic or Latino	14%
White	50%
Other/Unknown	0%

<b>Ethnicity/Race - Bay Area</b>	
American Indian/Alaskan Native	1%
Asian	24%
Black or AA	5%
Hispanic or Latino	20%
White	47%
Other/Unknown	4%

*Note: Figures shown +/- 1% due to rounding.  
Bay Area % based upon ACS 5-yr data ages 18-64*

<b>Gender - All Air District</b>	
F	44%
M	56%

<b>Gender - Executive Management</b>	
F	59%
M	41%

<b>Gender - Bay Area</b>	
F	50%
M	50%

*Note: Figures shown +/- 1% due to rounding.  
Bay Area % based upon ACS 5-yr data ages 18-64*

**Events/Activities:** During Q1, the Office designed and implemented various events and activities in recognition of Black History Month in February and Women’s Herstory Month in March. These events and activities serve several purposes, including contributing to a more vibrant, inclusive, and engaging workplace culture, fostering collaboration, innovation, and employee well-being.

The Office led the Agency’s first formal Heart of the Air District Volunteer Program event on the weekend of Dr. Martin Luther King Jr.’s birthday. Employees convened at the Alameda County Community Food Bank where they helped sort 24,645 pounds of food for distribution equivalent to 20,455 meals.

The Office oversees and supervises the efforts of the Cultural Advisory Team (CAT). Throughout the first quarter, CAT organized multiple events aimed at enriching the work culture and lent its support to the Air District’s formalized Mentorship Program, spearheaded by Human Resources.

**Board of Directors and Community Equity, Health, and Justice Committee:** The Office supports the Community Equity Health and Justice meetings in various ways including identifying and coordinating speaking opportunities for local and regional community environmental justice advocates and local leaders to present and share their community perspectives with the Committee.

To develop a further understanding of areas of health risk concern within neighborhoods, Air District staff participate in community-led tours where residents share their experiences living and working next to air pollution contributors and/or sites. These tours have also been referred to as “toxic tours”, based on their focus on the environmental hazards present in the neighborhoods. During the CEHJ Committee meeting Bayview Hunters Point Community Steering Committee (CSC) representatives, Ariann Harrison and Karen Pierce discussed their most recent CSC bus tour. Tour participants included community residents, Air District staff, and Department of Public Health staff. The tour included, but was not limited to, stops at the following locations within Bayview Hunters Point:

- Produce Market
- Darling International Inc.
- Hunters Point Shipyard
- Bay Area Concrete Recycling
- Candlestick Overlook

Bayview Hunters Point/Southeast San Francisco is one of the most racially and economically diverse communities in the San Francisco Bay Area. The area has one of the highest mortality rates and one of the lowest life expectancy rates in all of San Francisco. Bayview Hunters Point/Southeast San Francisco is home to a significant concentration of hazardous waste and other industrial and commercial facilities. The largest mobile sources of pollution come from the I-280 and I-101 freeways.

**Communications/Newsletter:** The Office continued to provide educational and informational content on the Public Bulletin Board and within the Air District Employee Newsletter. Communication covered a range of topics and events, such as employee volunteer opportunities within the community, updates and highlights from the Board and Committees, MLK Day, Lunar New Year, Black History Month, Women’s Herstory Month, International Women’s Day, Ramadan, and Holi.

**COMMUNITY ENGAGEMENT AND OUTREACH PROGRAMS**  
**S. PEESAPATI, OFFICER**

**Community Engagement and Outreach Programs:**

Bayview Hunters Point AB 617

January 16, 2024: Community Steering Committee (CSC) first meeting at the Southeast Community Center, 1550 Evans Ave, San Francisco. Director Walton and Suma Peesapati provided opening remarks, and the Steering Committee discussed the CERP process.

January 31, 2024: Co-Lead partner, Ariann Harrison from Marie Harrison Community Foundation, participated in an AB 617 panel discussion at the Board Retreat on clean air successes and challenges.

February 5, 2024: Virtual meeting held with CARB staff to discuss CERP development planning and facilitation strategies.

February 20, 2024: Community Steering Committee (CSC) Meeting at the Southeast Community Center at 1500 Evans Ave in San Francisco. In attendance were nine CSC members, three technical advisers, and 22 other partners, staff, and members of the public. Agenda items included:

- The development of guiding principles
- Meeting processes
- Identifying knowledge gaps and defining community boundaries
- Community Steering Committee members voted in Co-Chairs.

Tuesday, March 19, 2024: Committee (CSC) met at the Southeast Community Center at 1500 Evans Ave in San Francisco, Alex Pitcher Room. Topics included:

- Community Steering Committee Charter discussion
- Technical Air Quality presentation by Steve Reid (AIM) and Michael Flagg (M&M).

East Oakland AB 617

January 2024: Co-Leads onboarded two new youth CSC members joining the CERP development process.

January 20, 2024: District staff collaborated with Communities for a Better Environment and Argent Materials to conduct an East Oakland Argent Materials Facility Tour for Community Steering Committee members.

January 31, 2024: Youth Co-Chair of the Community Steering Committee, Mykela Patton, participated in an AB 617 panel discussion at the Board Retreat on clean air successes and challenges.

February 8, 2024: CSC heard a presentation on the Air District's Complaint policy and procedures and worked together in small groups to develop focus areas and strategy solution statements for the CERP.

March 14, 2024: CSC meeting focused on facilitating relationship and trust-building amongst Co-leads, Co-Chairs, and CSC members by having a CSC Member guided discussion to reflect and collect CSC members feedback on process thus far and how to improve. Staff also provided an update on the Strategy Development Process.

#### Richmond/San Pablo AB 617

January 11, 2024: The public workshop on the Draft Path to Clean Air Plan had approximately 50 attendees and was well received. A workshop evaluation was sent to all participants and lessons learned will be applied to inform future workshops. The public workshop was an example of effective cross-departmental and community partnerships.

January 16, 2024: Sandra Castañeda (City of San Pablo government representative) and Dave Severy, community member of the Path to Clean Air (PTCA) steering committee, presented at the City of San Pablo Council meeting and introduced a resolution in support of the PTCA Plan. Also present at the meeting, via Zoom, was Viet Tran and Wendy Goodfriend. The City of San Pablo Council voted unanimously in support of the CERP.

January 19, 2024: The public comment period for the Richmond-North Richmond-San Pablo's Draft Path to Clean Air Plan, closed at 5pm on January 19<sup>th</sup>, 2024. We received approximately 50 individual comments that included over 220 comments, mostly supportive of the Plan.

January 22, 2024: Dave Severy, a community member on the Path to Clean Air (PTCA) steering committee, introduced the PTCA plan, in-person, to the Board of Directors of the United Steel Workers Local 5. Air District staff attended to provide technical expertise including Greg Nudd, Viet Tran, and Wendy Goodfriend. The presentation on the Draft Plan generated an in-depth discussion regarding the concept of Just Transition.

February 9, 2024: Air District staff met with the Fuel Ad Hoc Committee to discuss the comment letter submitted by Chevron on the Draft PTCA Plan.

February 26, 2024: Community Steering Committee (CSC) approved revisions to the CSC Charter and passed a proposal to direct staff to apply non-substantive edits to the Final Draft Path to Clean Air Plan:

- The revised CSC Charter introduces a new leadership structure – three Leads and with a plan for the CSC to proceed into a nomination process to choose the new leadership over the coming months.
- Sandy Crockett presented on the Rule 6-5 Agreements and provided a brief overview on Chevron related requirements.
- Staff discussed plans to engage the community around the criteria and processes for the Air Quality Fund and penalty policy.
- A summary of the public comments was delivered during the meeting and were made public.

March 25, 2024: CSC voted unanimously to approve the Draft Final PTCA Plan.

- CSC elected three Leads who will co-lead and guide implementation: Marisol Cantu, Nancy Aguirre, and Dr. Omoniyi Omotoso

Home and School Air Filtration Program

Staff completed an RFP process to select air filter manufacturers to continue to distribute home air filters to program partners.

Staff updated the air filter instruction fact sheet to reflect a couple new air filters.

RFP memo to secure pricing for home air filtration units and filter replacements is routing for approval.

James Cary Smith Community Grant Program

March 28, 2024: James Cary Smith Grantees and staff participated in a Grantee Coalition meeting via Zoom. Eighteen individuals from 15 funded organizations participated in discussions about community agreements, partnerships, project pain points and successes, and resource-sharing. The coalition, which meets quarterly, aims to increase peer-to-peer collaboration, and amplify grantee efforts to improve the health of impacted communities.

Marie Harrison Youth Scholarship Program

Staff worked to extend the EJ Youth Scholarship Program for another year to provide another eight scholarships.

**STRATEGIC INCENTIVES DIVISION  
K. SCHKOLNICK, DIRECTOR**

**Key Performance Indicators** for first quarter of 2024:

<i>Project Activity</i>	<i>Qty.</i>	<i>Q1 Amount</i>
New Applications Evaluated	8	\$4,393,630
New Contracts Executed	15	\$21,090,911
Approved Changes to Projects (Contracts Amended)	27	n/a
Grantee Payments Processed	34	\$6,834,719.51

**Incentive Program Activities Overview:** As of March 31, 2024, more than \$750 million in state and local revenues for incentive programs are being actively managed, including approximately \$100 million in new revenue that will be awarded to eligible projects in 2024, and \$650 million that was previously awarded to projects over the past 10 years that is still being actively managed. Routine administrative activities include the evaluation of applications received, preparation of recommendations for approval of eligible projects, drafting of contracts for approved projects, inspection of existing (baseline) and new (funded) equipment, processing of reimbursement requests for approved project equipment, submission of disbursement requests and progress reports to funding sources (e.g., CARB), participation in and coordination of public and stakeholder meetings and events, monitoring of projects that are in the operational phase for up to ten (10) years, close out projects that have completed their contractual obligations, and taking enforcement actions for non-compliant projects.

For the award of new funds, staff conduct region-wide and focused outreach targeting fleet owners who operate eligible equipment in the Bay Area's AB 617 communities and other overburdened areas to maximize emissions reductions in those areas. Staff also work to encourage the adoption of zero-emission equipment and infrastructure where possible.

In January, staff attended a three-day Incentives Policy and Strategic Planning Session retreat hosted by CARB in Rohnert Park with staff from air districts and CARB to discuss ideas for making state incentive programs work more effectively and in harmony with one another and for remedying inefficiencies in program implementation. This work will continue throughout 2024 with staff providing input on state program guidelines and is critical for ensuring programs are responsive to a changing economy that is rapidly moving toward zero-emission technology, while continuing to provide real emissions reductions in and around overburdened communities.

### **Key Program Updates, Accomplishments, and Milestones:**

#### Heavy-duty Diesel Emissions Reductions Grant Program

In cooperation with the CARB, the Air District administers revenues and guidelines that are established by CARB for the following programs and grant revenue sources:

- Carl Moyer Program (CMP).
- Community Air Protection Incentives (CAP).
- Mobile Source Incentive Fund (MSIF).
- Funding Agricultural Replacement Measures for Emission Reductions (FARMER).

These programs provide funding to reduce emissions from existing heavy-duty engines, primarily in the mobile source sector, including on-road trucks and buses, school buses, off-road, agricultural, marine equipment, and locomotives by replacing these with newer, cleanest available equipment, including zero-emission equipment and supporting infrastructure. Applications are accepted through an online application portal and evaluated under the state approved guidelines for each funding source.

On November 28, 2023, the Air District opened its Year 25 solicitation that accepted applications on a first-come, first-served basis through April 11, 2024, for heavy-duty vehicle and equipment replacement projects and supporting zero-emission infrastructure. Over \$82 million was available for projects where emission reductions benefit the Air District's most impacted communities and up to \$8 million was available for upgrading agricultural equipment that is operated within the Air District's jurisdiction. During this quarter staff worked to evaluate applications received and aim to finalize recommendations mid-summer. Staff also continued to meet with CARB and other air districts to provide input and suggested updates to improve the State's CMP, FARMER, and CAP Incentives program guidelines.

**Transportation Fund for Clean Air (TFCA):** Funded through a \$4 surcharge on motor vehicles registered within the nine Bay Area counties to implement projects that reduce on-road motor vehicle emissions within the Air District's jurisdiction. Sixty percent (60%) of these funds are awarded directly by the Air District's Regional Fund and are primarily used to fund zero-emission equipment and infrastructure projects, such as electric school buses and publicly available electric vehicle charging stations. The other forty percent (40%) is passed-through and awarded by the nine designated Bay Area agencies.

As of January 1, 2024, over \$8 million in TFCA Regional Funds were available for eligible on-road projects, including the replacement of older and dirty medium- and heavy-duty trucks, transit buses, and school buses with zero emission alternatives. Starting in late November 2023, staff promoted this funding opportunity to eligible applicants, completed outreach including a webinar for school districts on funding for school buses, and answered questions to potential applicants. Staff also coordinated with external auditors during this quarter to finalize the audit and bring it to the Mobile Source and Climate Impacts Committee.

Staff also continued to coordinate and collaborate with the county representatives who administer the TFCA 40% funds. These activities include providing programmatic and technical support, facilitating workgroup meetings, and receiving input to inform future policy updates. Staff also worked to coordinate and participate in requested meetings between representatives of the Air District's Community Advisory Council members and transportation agencies who administer the 40% funds locally.

**Proposition 1B Goods Movement Program (GMP):** The GMP is a partnership between the CARB and local agencies that was created in 2008 that works to reduce diesel emissions and health risk from freight movement vehicles and equipment that operate along the California trade corridors by providing grants to vehicle and equipment owners for upgrades and replacement of diesel trucks, locomotives, transportation refrigeration units (TRUs), cargo handling equipment, and for the installation of shore power equipment. Grants have been awarded through a competitive process whereby the Air District evaluates applications and generates a ranking list based on the state-adopted guidelines, and CARB provides oversight and approval of recommended projects. During this quarter, staff continued to monitor and close out previously awarded projects, submit quarterly reports to CARB, and reimburse grantees for completed projects. Staff are currently evaluating the results from the six cycles since 2008 and have been working with CARB on options for use of remaining funds resulting from project fall-out that accelerated between 2020 and 2023.

**Volkswagen (VW) Environmental Mitigation Trust Fund Program:** The VW Environmental Mitigation Trust is a national program that in California will award approximately \$360M between 2020 and 2025 statewide to eligible projects that mitigate the excess nitrogen oxide emissions caused by VW's use of illegal emissions testing defeat devices. Under contract to CARB, the San Joaquin Valley, South Coast, and Bay Area air districts are each administering a portion of the VW Program funding, with the Bay Area Air District responsible for administering two VW-funded programs on a statewide basis:

- \$10 million for the installation of new public light duty vehicle infrastructure (LDI), including electric and hydrogen fueling stations.
- \$70 million for the scrap and replacement of heavy-duty forklifts, airport ground support equipment, port cargo-handling equipment, engines of marine vessels, and the installation of shore power systems for ocean going vessels to be awarded in two installments through the Zero-Emission Freight and Marine (ZEFM) Program.

Key highlights from the VW programs administered by the Bay Area Air District include:

- **LDI – Hydrogen-Fueling Stations** – \$5 million was awarded under a contract with the California Energy Commission (CEC) through a competitive solicitation that closed on May 22, 2020. On December 9, 2020, the CEC approved the award of \$5 million in VW funds comprised of awards of \$1 million each to build five new hydrogen stations in California, including two that will be in the Bay Area. Construction was completed for one station in October 2023. During this period, staff continued to coordinate with the CEC and routinely met with representatives from other state agencies that provide funding for hydrogen projects and with project partners to discuss the progress and status of construction on the funded stations.
- **LDI – Electric Vehicle (EV) Stations** - A competitive solicitation offering the available \$5 million was conducted May 11 through August 18, 2021. Eighteen applications were received by the deadline requesting over \$40 million. To date, the Air District has executed contracts with grantees for \$4.85 million. During this period, the Air District updated the rank list based on information from applicants and allocated remaining funds including fall-out funds. A new grantee was awarded funds, bringing the total number of grantees to ten. Once all agreements are finalized, the total funds awarded are expected to be \$5 million.
- **ZEFM Program** – On February 28, 2024, staff closed the solicitation that opened on August 22, 2023, offering up to \$20 million in remaining funds from installment #1. Applications were accepted statewide on a first-come, first-served basis. A total of 21 applications were received before the deadline, requesting over \$73 million to upgrade more than 90 pieces of cargo handling and airport ground support equipment, forklifts, ferries, and for the installation of a shore power system. During this quarter, in addition to reviewing project applications, contracting with grantees, making payments and other daily project administration work, staff continued working with CARB to amend the VW Mitigation Action Project Agreement. The amendment incorporates changes approved by CARB and allows the Air District to request disbursement from the second \$35 million installment.

**Zero-Emission Hydrogen Ferry Demonstration Project:** This project, funded by CARB in 2018 and administered by the Air District, aims to demonstrate the feasibility of hydrogen fuel-cell technology for use in the commercial maritime industry by deploying a zero-emission hydrogen ferry in the San Francisco Bay. Construction on the ferry began in November 2018 in a shipyard in Alameda. Construction was later completed in Seattle following multiple delays, and in March 2023 the ferry arrived in San Francisco Bay and work began to obtain approvals from the Coast Guard for sea trial testing. During this period, staff continued to monitor the project's status and host meetings with CARB and other project partners to review technological, regulatory, and cost challenges experienced by the project sponsor. Additionally, staff executed amendments to the grant agreements with CARB and project sponsor, updating project milestones, disbursement schedule, and deadlines for the draft final report and the final report. On March 29, 2024, staff submitted the draft final report to CARB.

**Clean HEET (Woodsmoke Reduction) Incentive Program:** On March 12, 2024, the Air District launched the Clean Heating Efficiently with Electric Technology, or Clean HEET, Program, which offers up to 300 homeowners grant funding to offset a portion of the cost to replace woodstoves and fireplace-inserts with zero-emission heat pumps. This program is funded by the Environmental Protection Agency (EPA) Targeted Airshed Grant (TAG) program (\$2 million) with match funding provided by the Air District. The program is available to homeowners throughout the Bay Area with prioritization of projects in communities with the highest rates of air pollution, that can achieve the greatest emissions reductions, and for homeowners who participate in low-income assistance programs.

The deadline to apply to the first phase of this program is May 15, 2024, and a second phase will accept applications between May 16, 2024 – July 2024. <http://www.baaqmd.gov/woodsmokegrant>  
<http://www.baaqmd.gov/woodsmokegrant>.

**Ocean-Going Vessel (OGV) At-berth Remediation Fund Program:** A Memorandum of Understanding (MOU) between CARB and the Air District was signed on February 1, 2024, designating the Air District as Fund Administrator for the Remediation Fund within the jurisdiction of the Air District. The CARB-adopted OGV At-Berth Regulation provides an additional compliance option that may be used under limited circumstances to remediate emissions from ocean-going vessels by making payments into a remediation account established by the Fund Administrator. The Fund Administrator must award those monies to eligible projects in communities impacted by excess emissions from vessels at berth. The term of this MOU is five years and will automatically be renewed for a five-year term unless terminated sooner. The Air District Board of Directors authorized the Air District to serve as the Fund Administrator for the Bay Area region and participate in the Remediation Fund program on October 19, 2022.

This quarter, staff worked with CARB and Air District Finance staff to finalize payment instructions for regulated entities. Staff also established procedures and systems to receive and track payments approved by CARB.

**METEOROLOGY & MEASUREMENT DIVISION**  
**R. CHIANG, DIRECTOR**

**Air Quality Forecasting**

	# of Days	Dates
Spare the Air alerts called for ozone	0	
Spare the Air alerts called for PM <sub>2.5</sub>	0	
Exceedances of the national 8-hour ozone standard (70 ppb)	0	
Exceedances of the national 24-hour PM <sub>2.5</sub> standard (35 µg/m <sup>3</sup> )	0	

During the first quarter of 2024, there were no Spare the Air calls for ozone or PM<sub>2.5</sub> and no exceedances of federal air quality standards. Frequent low-pressure systems moved through California, producing rain and onshore winds, keeping pollutants dispersed throughout the quarter.

To continue providing daily forecasts after the malware attack, staff needed to develop temporary procedures. This period with more labor-intensive procedures lasted about eight weeks. Additional upgrades are planned to ensure reliable access during future power outages.

**Laboratory:** As a result of the malware attack on the Air District, during the first quarter the laboratory needed to revert to manual procedures to continue analyses of many fixed site ambient air monitoring programs including PM<sub>10</sub>, PM<sub>2.5</sub>, PM<sub>coarse</sub>, and SASS gravimetry, find creative solutions to continue analyses without sacrificing quality assurance and quality control protocols, and had to pause some functions during the recovery. Recovery tasks included:

- Worked with Information Services Division (ISD) and contractors to identify, examine, clean, replace, or collect instrument computers for deaccessioning for every laboratory instrument and workstation.
- Planned and implemented temporary solutions to be able to continue analyses for all gravimetry programs and both air toxics programs including:
  - Temporarily reverted to manual/paper procedures.
  - Worked with ISD and the instrument manufacturer on a temporary workstation solution allowing the laboratory to analyze toxics program canisters without sending them out to a contract laboratory.
  - Collected analytical data on workstations disconnected from the network for later transfer.
- Paused analysis of supplemental speciation samples that are amenable to storage including metals by X-ray Fluorescence (XRF) and carbon by Organic Carbon/Elemental Carbon (OCEC) analyzer.
  - Ion content by Ion Chromatograph (IC) was already paused due to instrument issues and new instrument acquisition at the time of the event.
- Worked with instrument manufacturers to configure instrument software on new workstations.

- Contacted sibling agencies for whom the laboratory does analyses to inform them of the issue.
- Upgraded most laboratory instrument workstation operating systems.
- Planned and implemented interim solution for one necessary instrument workstation that could not be upgraded.
- Removed other workstations that could not be upgraded and their associated instrumentation from service and set aside for de-accessioning.
- Worked with ISD contractors to download data from affected instrument workstations.
- Worked with ISD to examine and restore access to the Laboratory Information Management System.
- Worked with Air Monitoring Operations, Air Monitoring Projects and Technology, ISD, and contractors to restore access to weigh room condition data.
- Planned and implemented temporary solution for transfer of data without access to the BAAQMD network from instrument workstations.
- Recommended upgrading the Laboratory Information Management system as a result of recovery activities.
- Progress on divesting from legacy laboratory data systems was otherwise paused.
- Added capital equipment requests for two more analytical instruments to the budget, for a total of four requested in FYE2025.
- Requested a Temporary Air Quality Chemist to assist with additional, data-related recovery tasks.

In addition to the recovery work and routine analyses in support of fixed site ambient air monitoring programs listed above, during the first quarter, the laboratory:

- Performed annual method detection limit (MDL) estimation for several analytical instruments.
- Backfilled the vacant Principal Air Quality Chemist position.
- Provided access to the space for building-wide wireless network upgrades.
- Provided guidance and input to Engineering and Compliance and Enforcement regarding laboratory test methods and reports associated with permits.
- Completed installation of the new IC, which was paused by the malware attack.
- Completed evaluation of instrumentation to replace the laboratory's Organic Carbon/Elemental Carbon analyzer and made a recommendation.
- Coordinated with Procurement for alternate solution for shipping samples to sibling agency partners.
- Continued laboratory-wide Standard Operating Procedure revisions.

## **Regulatory Air Monitoring**

**Malware and Site Computer Scans:** As a result of the malware attack in late January 2024, AM-Operations computer systems were severed from the Air District’s internal network for scanning and securitization. Over 30 station computers were selectively scanned for malware. For these affected computer systems, scanning and recovery efforts caused significant downtime for real-time reporting.

- ISD contractors provided support to scan AM-Operations dataloggers, servers and desktop computers.
- AM-Operations removed computers that hosted reporting for the laboratory weigh room temperature sensors and configuring data acquisition systems for malware scanning.
- AM-Operations suspended real-time reporting for up to nine site computers until hardware scanning was complete and network securitization confirmed. Site computers continued to collect data, with manual backfills occurring once or twice per week.
- Once high priority computer scans were complete, AM-Operations worked with ISD contractors to initiate downloads from site computers.
- Worked with ISD to identify upgrade needs for station data acquisition computers migrate to Windows 11 operating system.
- Worked with ISD to recommend upgrade needs for new virtual private network (VPN) for AM stations.
- Worked with ISD to identify upgrade needs for internet service providers (ISP) for site telecommunications.

## **Site Development**

**Napa – 1732 Jefferson:** Ceased site development activities in November 2023 due to logistical and siting issues. District staff will identify and site new air monitoring locations.

**Livermore-Portola (Photochemical Assessment Monitoring Station Required Site):** Additional electrical and grounds work completed at Livermore Portola in preparation for required meteorology tower.

**Air Monitoring in Communities Near Refineries:** While the malware attack slowed progress for site implementation activities, AM-Operations staff continued building out the Benicia station, installing and testing equipment and data acquisition computers.

## **Community Air Monitoring**

Ongoing work preparing and maintaining the monitoring platforms to ensure readiness for field deployment in support of upcoming work in East Oakland, as well as other communities. A focus has been on cleaning up QA/QC documentation and preparing for installation of instruments and upgrades to power systems in our upcoming PM focused portable monitoring van. Identifying vendors to assist with infrastructure, power, and security upgrades to our monitoring platforms. Participated in an in-depth training on our new SailBri-Cooper Xact 625i ambient continuous multi-metals monitor. Procurement and receiving of air quality monitoring instruments purchased through

an EPA Inflation Reduction Act grant to the Air District. Continued coordinating with Facilities team, on work to upgrade security, electrical, and dust proofing in our West Oakland field office.

### **Performance Evaluation**

All gas analyzers and particulate samplers were found to be operating within the Air District's established accuracy limits (21 monitoring stations, 57 parameters).

- o The section calibrated 18 of the Compliance & Enforcement Division's (18) TVAs (Toxic Vapor Analyzers).
- o Ground-Level Monitoring (GLM) audits of hydrogen sulfide (H<sub>2</sub>S) and sulfur dioxide (SO<sub>2</sub>) gas-analyzers were conducted at Chevron, Marathon, PBF, and Valero Refineries. All gas-analyzers met the Air District's performance evaluation (audit) acceptance criteria.
- o New, lower audit levels have been introduced, as recommended by the EPA. We officially started auditing with the new levels on January 23, 2024. In order to change audit levels, new gas blends had to be ordered. Supply-chain and accounting issues prevented us from using the new audit levels sooner. Results have been good. Audit levels very near the instrument's MDL will be used for information purposes only.
- o The section is continuing the procedure of returning all flow, temperature, and pressure standards of the Performance Evaluation Section to private vendors and equipment manufacturers for recertification. Our auditing standards were previously certified by CARB's Standards Lab.
- o Mike Chan and William Pochereva attended the PQAO Conference in Riverside, CA. Mike and William, both found it an extremely valuable conference and said it was a very good investment in time and resources for our section moving forward.
- o Regular departmental duties continued, including audits; report processing and review; database management; and equipment testing and maintenance.

### **Air Quality Analysis**

#### **Air Monitoring Planning and Data Analysis**

- Continue to coordinate with NACAA Monitoring Steering Committee and US EPA on planning air monitoring program improvements including emerging air toxics and PM<sub>2.5</sub> FEM data issues.
- Continued coordination around ongoing efforts related to the Schnitzer Steel facility
  - o Briefed AD executive management and staff and participated in coordination on analysis work with DTSC regarding the Schnitzer Steel facility
  - o Reviewed and provided comments and recommendations on a DTSC-required fenceline monitoring plan for Schnitzer Steel
  - o Participated in and prepared materials for meetings of the intra-agency Rapid Response Task Force that was formed in response to the August 9-10 incident, including a meeting with WOEIP (February 7)
- Refinery Fenceline Air Monitoring (Rule 12-15):
  - o Continued review of revised fenceline air monitoring plans submitted by the refineries to address the deficiencies previously identified by the Air District.

- Updated siting analyses and recommendations for expanded air monitoring near the Martinez Refining Company, Marathon, Phillips 66, and Chevron refineries for the Major Stationary Source Community Air Monitoring Program (Schedule X).
- Continued to develop a draft framework for onboarding, prioritizing, and implementing additional community-driven local scale or source-oriented air monitoring projects, utilizing prior feedback from AB 617 communities, refinery corridor stakeholders, and the Community Advisory Council to drive the creation of criteria to ensure the District's use of air monitoring and technical support resources is aligned with previously shared community priorities and environmental justice principles.
- Began preparing the 2024 Annual Monitoring Network Plan, which describes the Air District's air monitoring network for 2023 and lists proposed changes for the near future
- Air monitoring network assessments:
  - Prepared a draft assessment of the Air District's particulate matter monitoring network to help ensure alignment of the network with Air District programs, priorities, and resources.
  - Began preparing assessments of the Air District's criteria gases monitoring network and meteorological monitoring network.
- Continued data review and analysis in preparation of a revised PM<sub>2.5</sub> NAAQS and initial area designations, including.
  - With the QA Officer, draft a plan for a review of the 2021 – 2023 critical data quality criteria.
  - Calculating preliminary 2021-2023 design values
  - Continue to refine exceptional event demonstration methods to identify days over 9 µg/m<sup>3</sup> that may be affected by wildfire smoke. These analysis methods include adding new data driven criteria using various measurements, processing of historical wildfire data (location, name, start/end dates, acres burned, etc.), review of NOAA Hazard Mapping System (HMS) data for all days above 9.0 µg/m<sup>3</sup>, and developing a process for creating different non-fire scenarios that exclude different subsets of days and calculating corresponding design values.
  - Provided briefing to the executive officer on preliminary assessment of days that may be affected by wildfire smoke, the resulting effect on preliminary 2021-2023 design values, and policy options for submittal of exceptional event demonstrations for initial designations.
- Reviewed and analyzed data to support the Air District's ongoing woodsmoke rule revisions; including the development of presentation materials, figures, and drafting an internal memo on key takeaways from available air monitoring data to inform ongoing policy discussions.
- Attended the American Meteorological Society annual meeting in Baltimore, MD (January 29, 2024 - February 1, 2024).
- Attended the NACAA Monitoring Steering Committee meeting in Diamond Bar, discussing upcoming opportunities and policy changes for agency-conducted ambient air monitoring with other state air agencies and OAQPS and ORD offices of US EPA (January 30, 2024- January 31, 2024).
- Attended CARB's Primary Quality Assurance Organization Training and participated as an invited panelist in a session fielding general Q&A with attendees and a discussion about future directions, challenges, and opportunities of air monitoring (February 27, 2024 – February 28, 2024).

- Attended the National Exceptional Events Workshop in St. Louis, MO (February 27, 2024 – February 29, 2024).

### **AB 617 Program Support**

- AB 617: Richmond-North Richmond-San Pablo Path to Clean Air:
  - Supported the Community Emissions Reduction Plan (CERP) adoption process and attended meetings of the CERP Community Steering Committee.
  - Provided technical support in preparation of and attended the Path to Clean Air CERP workshop (January 11, 2024).
  - Provided technical support in answering public comments on the draft Path to Clean Air CERP.
- AB 617: East Oakland CERP Development:
  - Participated in a tour of Argent Materials led by Communities for a Better Environment to provide support on questions on air monitoring and demonstrating near-source impacts from fugitive dust sources (January 20, 2024).
  - Attended the East Oakland CSC meetings (February 8, 2024).
- AB 617: Bayview Hunters Point CERP Development:
  - Worked with AIM, Community Engagement, and Planning to develop, coordinate with CSC representatives, and present Air Quality Foundations presentation at the March 19 CSC CERP meeting.
  - Ongoing coordination on CSC CERP meeting materials with internal interdivisional team and co-leads and chairs.

### **Other Support on Air Monitoring and Data for Bay Area Communities and Stakeholders**

- Participated in conversations with the Community Advisory Council and the EJ Ad Hoc Committee about upcoming priorities, particularly around improving the collection and use of air monitoring data (January 22, 2024, February 5, 2024, March 4, 2024, March 18, 2024).
- Eastern SF / Bayview-Hunters Point
  - Participated in the BVHP EJ Task Force Meetings (January 17, 2024 - March 20, 2024).
  - Facilitated Bay Air Center support for Greenaction sensor network.
    - Ongoing coordination with Greenaction staff technical support, including review of sensor network data.
    - Bay Air Center presented preliminary data analysis and takeaways from 2023 data analysis at the BVHP EJ Task Force Meeting (March 20, 2024).
- East Oakland
  - ARP Enhanced Air Monitoring in Communities grant: Continued contracting work for subaward agreements with CBE and UCB; submitted quarterly progress report to EPA.
- Continued Bay Air Center support to CARB and EPA grantees
  - Marin City Climate Resilience and Health Justice
  - Latinos United for a New America (East San Jose)
  - Air Quality Collaborative Bay Area

### **Technical Advising to Air District Divisions, the Board, and other agencies**

- Present to the Board of Directors on the PM<sub>2.5</sub> National Ambient Air Quality Standards and Initial Area Designations (February 7, 2024).
- Present to the Stationary Source Committee on monitoring options recommended by the Incident Response Ad Hoc Committee (March 13, 2024).
- Naturally Occurring Asbestos Program Technical Support: Reviewed the monitoring design for 5 new and revised Asbestos Dust Monitoring Plans.
- Continued to provide support including recommending air monitoring provisions to Rule Development for revisions to rules controlling fugitive dust, emissions from metal shredders, and residential woodsmoke.
- Provided comments and feedback on EPA's draft PM<sub>2.5</sub> Wildland Fire Exceptional Events Tiering Document (EPA-HQ-2023-0586) and associated tools.
- Coordinated with HAQAST team lead and LADCO director on development of new tutorials on accessing satellite data and sharing of analytical tools for assessing wildfire impacts on PM concentrations, respectively.
- Participated in DEO tours at Valero and Philips 66 to provide support from a fence line air monitoring perspective (March 26, 2024 - March 28, 2024) and a tour of the Benicia Community Air Monitoring Station, a community-led effort operating a long-term air monitoring station near the Valero Refinery.

### **Source Test**

- Evaluations and implementation of new measurement technologies and developed test procedures relevant to AB-617, Regulation 11-18 and emission inventory improvement.
- Participated in oversight of the Regulation 12-15 fence line monitoring programs and review of hydrogen sulfide monitoring and quality assurance plans.
- Continued CEMS compliance audits in partnership with the Compliance and Enforcement Division.
- Partnered with Compliance and Enforcement Division on facility source test facility and testing location investigations.
- Participated in Regulation 6-5 settlement meetings and discussions.
- Participated in Strategic Planning Workshops and Classification Study meetings.
- Finalized and posted South Bay Odor Attribution Study reports on Air District website.
- Partnered with Compliance and Enforcement Division on priority compliance investigations.
- Worked with Legal regarding ongoing settlement agreements.
- Participated in Rule 8-8, 9-4 and 9-6 workgroups, and Rules 11-10 and 13-5 implementation.
- Attended quarterly Bay Area Clean Water Agencies workgroup meeting.
- Attended Source Evaluation Society (SES) Annual Conference.
- Attended monthly EPA source testing guidance meetings.
- Continued management review of Injury & Illness Prevention Plan (IIPP).
- Continued development of source test prioritization system and review of current practices.

- Source tests and routine duties performed:
  - Finalized commencement of FTIR source test program and continued expansion of analysis software reference library.
  - Performance of source tests to determine emissions of precursor organic compounds, and toxic air contaminants.
  - Performance of source tests to determine emissions of particulate matter.
  - Performance of tests to assess the compliance status of gasoline cargo tanks, gasoline dispensing facilities, gasoline terminal loading and vapor recovery systems.
  - Evaluation of independent contractor conducted source tests to determine report acceptability and source compliance.
  - Evaluation of CEMS excess emission and monthly reports.
  - Evaluation of CEMS installations and ongoing compliance, including monitoring plan review and approval.
  
- Technical advising to Air District Divisions:
  - Advice and guidance to Engineering on emission data interpretation, permitting handbook condition revisions, Rule 11-18 health risk assessments and air toxics, permit development, and facility annual emission reporting.
  - Advice and guidance to Compliance and Enforcement and Legal on emission data interpretation, recommendations for further evaluation indicating potential violations, CEMS compliance audits, orders of abatement, and ongoing enforcement actions.
  - Advice to the Rules Section on rule development and implementation efforts.
  - Advice and meeting participation on AB-617 internal workgroups and knowledge gap analysis.

## **Recruitment News**

### **New Hires and Promotions**

- Daniel Magana – Assistant Air Quality Specialist
- Alexander Chen – Air Quality Specialist
- Timothy Cheng – Promoted to Principal Air Quality Chemist
- Charity Garland – Principal Air Quality Specialist

<b>EXTERNAL AFFAIRS</b> <b>L. FASANO, OFFICER</b>
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### **External Affairs General**

Staff attend the monthly Bay Area Commuter Benefits Program meetings, to take notes, ask questions and share information with Executive Leadership.

Staff developed talking points for Executive Leadership and Board Chair for public events, sponsored programs, and keynote addresses including:

- United Steel Workers Meeting, January 22, 2024.
- East Oakland Community Steering Committee March 14, 2024.
- Acterra – 2024 Promise to Our Planet, March 21, 2024.

### **Commuter Benefits Program**

Staff coordinated with MTC contract staff on updates and implementation of the Commuter Benefits Program Salesforce dashboard for enforcement tracking.

Staff reviewed and provided comments on the Commuter Benefits Program Strategic and Evaluation Plans.

Staff provided comments and edits regarding the Commuter Benefits Program Monthly Reports to MTC.

### **Flex Your Commute**

Staff coordinating with Web Team on updates to the Flex Your Commute website before campaign relaunch. Adding photos and testimonials to webpages.

Staff work with our contractor to develop an advertising campaign for Linked In during the winter months as more employees have returned to the workforce.

### **Sponsorships**

- Walk Oakland/Bike Oakland, March 19, 2024.
- Acterra – 2024 Promise to Our Planet, March 21, 2024.
- The Climate Center – 2024 Climate Policy Summit, April 22, 2024 – April 28, 2024.

<b>STATISTICS</b>			
<b><u>Administrative Services:</u></b>		<b><u>Human Resources:</u></b>	
<b>Accounting/Purchasing/Comm.</b>		Manager/Employee Consultation (Hrs.)	350
General Checks Issued	1468	Management Projects (Hrs.)	400
Purchase Orders Issued	459	Employee/Benefit Transaction	600
Checks/Credit Cards Processed	5398	Training Sessions Conducted (Group)	6
Contracts Completed	97	Training Sessions Conducted (Individual)	17
RFP/RFQ	1	Applications Processed	218
		Exams Conducted	11
<b><u>Executive Office:</u></b>		New Hires	17
APCO'S Meetings Attended	245	Promotions	6
Board Meetings Held (including Budget Hearing and CAF)	3	Separations	5
Committee Meetings Held	7	Safety/Wellness Administration	150
Advisory Council/Community Advisory Council Meetings Held	3	Inquiries	4000
Hearing Board Meetings Held	3		
New Variances/Appeals/Accusations Received	0		
		<b><u>Communications and Public Information:</u></b>	
<b><u>Information Systems:</u></b>		Responses to Media Inquires	56
New Installation Completed	20	Events Staffed with Air District Booth	3
PC Upgrades Completed	11		
Service Calls Completed	1074	<b><u>Community Engagement:</u></b>	
		Presentations Made	10
<b><u>Facility/Vehicle:</u></b>		Visitors	2
Request for Facility Service	58	Air District Tours	3
Vehicle Request(s)	58	Community Meetings Attended	14
Vehicle Maintenance/Service/Repair(s)	53		

<b>STATISTICS (cont'd)</b>			
<b><u>Compliance Assurance Program:</u></b>		<b><u>Compliance and Enforcement Division:</u></b>	
Industrial Inspections Conducted	391	<b><u>Enforcement Program</u></b>	
Gas Station Inspection Conducted	240	Violations Resulting in Notices of Violations	119
Open Burning Inspections Conducted	0	Violations Resulting in Notice to Comply	17
PERP Inspections Requested	168	New Hearing Board Cases Reviewed	2
PERP Inspections Conducted	2	Reportable Compliance Activity Investigated	172
BUGs Inspections Conducted	0	General Complaints Investigated	703
Mobile Source Inspections	0	Wood Smoke Complaints Received	438
Grant Inspections Conducted	8	Mobile Source Violations	0
SF Restaurant Complaints	12		
		<b><u>Compliance Assistance and Operations Program:</u></b>	
<b><u>Engineering Division:</u></b>		Asbestos Jobs Received	1373
Annual Update Packages Completed	1002	NOA Plans Received	6
New Applications Received	204	NOA Plans Approved	4
Authorities to Construct Issued	142	NOA Inspections Conducted	165
Permits to Operate Issued (New and Modified)	29	Coating and other Petitions Evaluated	5
Permit Exemptions (Entire application deemed exempt)	5	Open Burn Notifications Received	784
New Facilities Added	5	Prescribed Burn Plans Evaluated	10
Registrations (New)	12	Tank/Soil Removal Notifications Received	27
Health Risk Assessments (HRA) Received	70	Compliance Assistance Inquiries Received	75
Health Risk Assessments (HRA) Completed	84	Green Business Reviews	0
		Refinery Flare Notification	9
<b><u>Meteorology Measurements &amp; Rules:</u></b>			
<b><u>Laboratory</u></b>		<b><u>Ground Level Monitoring (GLM)</u></b>	
Analyses Performed	1128	Jan. – Mar. Ground Level Monitoring SO <sub>2</sub> Excess Reports	0
Inter-Laboratory Analyses	0	Jan. – Mar. Ground Level Monitoring H <sub>2</sub> S Excess Reports	0

<b>STATISTICS (cont'd)</b>			
<b><u>Continuous Emissions Monitoring (CEM)</u></b>		<b><u>Meteorology Measurements &amp; Rules:</u></b>	
Indicated Excess Emission Reports Evaluated	12	<b>1st Quarter 2024 Ambient Air Monitoring</b>	
Monthly CEM Reports Reviewed	114	Days Exceeding Nat'l 24-Hour PM <sub>2.5</sub> Std.	0
Indicated Excesses from CEM	9	Days Exceeding Nat'l 24-Hour PM <sub>10</sub> Std.	0
Field Accuracy Tests Performed	2	Days Exceeding State 24-Hour PM <sub>10</sub> Std.	0
		Days Exceeding the Nat'l 8-Hour Ozone Std.	0
<b><u>Source Test</u></b>		Days Exceeding the State 1-Hour Ozone Std.	0
Cargo Tank Tests Performed	0	Days Exceeding the State 8-Hour Ozone Std.	0
Total Source Tests	43		
Pending Source Tests	2	<b>Particulate Totals, Year to Date 2024</b>	
Further Evaluation Notices Recommended	14	Days Exceeding Nat'l 24-Hour PM <sub>2.5</sub> Std.	0
Contractor Source Tests Reviewed	3,551	Days Exceeding Nat'l 24-Hour PM <sub>10</sub> Std.	0
Outside Test Observed	18	Days Exceeding State 24-Hour PM <sub>10</sub> Std.	0
Further Evaluation Notices Recommended After Review	13		
Contractor Source Test Protocols Reviewed	22	<b>Ozone Totals, Year to Date 2024</b>	
Contractor Source Tests invalidated	32	Days Exceeding State 1-Hour Ozone Std.	0
Boiler Certification Reports/Applications Received	0	Days Exceeding Nat'l 8-Hour Ozone Std.	0
<b>1st Quarter 2024 Agricultural Burn Days</b>		Days Exceeding State 8-Hour Ozone Std.	0
Jan. - Mar. Permissive Burn Days-North	88		
Jan. - Mar. No-Burn Days-North	3		
Jan. - Mar. Permissive Burn Days-South	88		
Jan. - Mar. No-Burn Days-South	3		
Jan. - Mar. Permissive Burn Days-Coastal	88		
Jan. - Mar. No-Burn Days-Coastal	3		

**These facilities have received one or more Notices of Violations  
Report period: January 1, 2024 – March 31, 2024**

<b>Alameda County</b>				
<b>Status Date</b>	<b>Site #</b>	<b>Site Name</b>	<b>City</b>	<b>Regulation Title</b>
2024-03-28	A5095	Vasco Road Landfill	Livermore	Non-Compliance; Major Facility Review
2024-03-27	A1438	Tesla, Inc	Fremont	Non-Compliance; Major Facility Review
2024-02-20	S755437	Stomper Company Inc.	Hayward	Asbestos; Written Plan or Notification
2024-03-21	E2881	Tesla, Inc	Fremont	Failure to Meet Permit Conditions
2024-02-08	C0443	Shell SS#68149	Livermore	GDF Phase II Requirements
2024-03-14	A1438	Tesla, Inc	Fremont	Non-Compliance; Major Facility Review
<b>Contra Costa County</b>				
<b>Status Date</b>	<b>Site #</b>	<b>Site Name</b>	<b>City</b>	<b>Regulation Title</b>
2024-03-29	S757219	Holland Brooks Builders Inc	Concord	Asbestos; Schedule Changes and Updates
2024-04-12	S757797	Ranjot Johal	Brentwood	GDF Phase II Equipment Not Maintained
2024-04-12	S757797	Ranjot Johal	Brentwood	GDF Phase I Equipment Not Maintained
2024-03-21	A0010	Chevron Products Company	Richmond	Organic Compounds; Wastewater Collection and Separation
2024-03-28	C9851	Oak Grove Shell	Concord	GDF Phase I Equipment Not Maintained
2024-03-05	C0352	Future Ford of Concord	Concord	GDF Phase II Requirements
2024-03-14	S756447	Future Ford of Concord	Concord	GDF Phase I Requirements
2024-04-10	C0352	Future Ford of Concord	Concord	GDF Phase I Equipment Not Maintained
2024-03-19	C9851	Oak Grove Shell	Concord	GDF Phase I Equipment Not Maintained
2024-03-18	E4037	Green Waste Recycle Yard	Richmond	No Authority to Construct
2024-03-18	E4037	Green Waste Recycle Yard	Richmond	No Permit to Operate
2024-01-25	A4022	SFPP, LP	Concord	Organic Compounds; Storage of Organic Liquids
2024-01-19	C9851	Oak Grove Shell	Concord	GDF Phase II Equipment Not Maintained
<b>Napa County</b>				
<b>Status Date</b>	<b>Site #</b>	<b>Site Name</b>	<b>City</b>	<b>Regulation Title</b>
2024-04-12	A4446	Veterans' Home of California	Yountville	Failure to Meet Permit Conditions
2024-04-12	A4446	Veterans' Home of California	Yountville	Failure to Meet Permit Conditions
2024-04-12	A4446	Veterans' Home of California	Yountville	Failure to Meet Permit Conditions
<b>San Francisco County</b>				
<b>Status Date</b>	<b>Site #</b>	<b>Site Name</b>	<b>City</b>	<b>Regulation Title</b>
2024-02-27	S755725	Mendez Oritz Construction Inc.	San Francisco	Demolition, Renovation, and Removal Requirement
2024-04-12	B2232	Bedord Ready Mix	San Francisco	GDF Phase II Requirements

**These facilities have received one or more Notices of Violations  
Report period: January 1, 2024 – March 31, 2024  
(continued)**

<b>San Mateo County</b>				
<b>Status Date</b>	<b>Site #</b>	<b>Site Name</b>	<b>City</b>	<b>Regulation Title</b>
2024-03-21	C9040	Cyress Lawn Memorial Park	Colma	GDF Phase I Requirement
2024-02-26	B4659	Bristol-Myers Squibb	Redwood City	Failure to Meet Permit Conditions
2024-03-14	A1364	Cypress Amloc Land Co , Inc	Colma	Landfill Emission Control System Requirement
<b>Santa Clara County</b>				
<b>Status Date</b>	<b>Site #</b>	<b>Site Name</b>	<b>City</b>	<b>Regulation Title</b>
2024-03-28	E1834	USA Touch Up Auto Body Inc	San Jose	Failure to Meet Permit Conditions
2024-04-17	C3409	Chevron USA #8122	Campbell	GDF Phase I Equipment Not Maintained
2024-04-17	C3409	Chevron USA #8122	Campbell	GDF Phase II Equipment Not Maintained
2024-02-29	C9105	Rotten Robbie #67	San Jose	Failure to Meet Permit Conditions
2024-02-23	A9013	International Disposal Corp of CA	Milpitas	Landfill Surface Requirements
2024-02-23	A9013	International Disposal Corp of CA	Milpitas	Standards for New Stationary Sources
2024-02-06	FA523	Mission Trail Oil Co	Santa Clara	GDF Phase I Requirements
2024-02-06	FA523	Mission Trail Oil Co	Santa Clara	GDF Phase I Equipment Not Maintained
2024-02-08	S754947	Property	Los Gatos	Open Burning; Prohibition of Fires
2024-02-13	S755200	Keith Vong	San Jose	Asbestos; Schedule Changes and Updates
2024-03-21	C9830	Gardi Corporation, dba Monroe Shell	Santa Clara	GDF Phase I Requirements
2024-03-21	C9830	Gardi Corporation, dba Monroe Shell	Santa Clara	GDF Phase II Equipment Not Maintained
2024-04-17	A3919	Kaiser Permanente San Jose Medical Center	San Jose	Periodic Testing
<b>Solano County</b>				
<b>Status Date</b>	<b>Site #</b>	<b>Site Name</b>	<b>City</b>	<b>Regulation Title</b>
2024-03-20	B2626	Valero Refining Company - California	Benicia	Organic Compounds; Storage of Organic Liquids
2024-03-20	B2626	Valero Refining Company - California	Benicia	Organic Compounds Requirements for External Floating Roof Tanks
2024-03-12	B2626	Valero Refining Company - California	Benicia	Public Nuisance
2024-03-12	B2626	Valero Refining Company - California	Benicia	General Provisions
2024-02-07	B2626	Valero Refining Company - California	Benicia	Standards for New Stationary Sources
<b>Sonoma County</b>				
<b>Status Date</b>	<b>Site #</b>	<b>Site Name</b>	<b>City</b>	<b>Regulation Title</b>
2024-02-15	S755695	Sonoma-Marin Area Rail Transit District	Petaluma	Open Burning; Prohibition of Fires

**Closed Notice of Violations with Penalties by County  
January 1, 2024 – March 31, 2024**

**Alameda**

Site Name	Site #	City	Penalty Amount	# of Violations Closed
Au Energy LLC	Z1937	Fremont	\$1,000	1
Quality Asbestos Control	S755512	Union City	\$2,000	1
State of California Department of Transportation	B4196	San Leandro	\$3,000	1

**Alameda Total Violations Closed: 3**

**Contra Costa**

Site Name	Site #	City	Penalty Amount	# of Violations Closed
AAK USA Richmond Corp	A0927	Richmond	\$99,535	6
Alhambra Petrol, Inc	FB580	Martinez	\$1,750	2
Byron Corner	Z8732	Byron	\$5,000	1
California Department of Water Resources	A8930	Byron	\$15,000	2
East Bay Regional Parks Districts	FC300	Orinda	\$750	2
G & K Petroleum Inc.	FA155	Clayton	\$250	1
Gawfco Enterprises Inc.	Z9400	Lafayette	\$3,000	1
Griffon Ventures Inc.	Z9392	Alamo	\$3,000	2
John Cheng	FB893	Pleasant Hill	\$600	2
K2 Pure Solutions Nocal, LP	B9931	Pittsburg	\$1,000	1

Petromart Retail Group Inc.	FA960	Lafayette	\$4,500	2
Phanindra Yarlagadda	FB932	Martinez	\$600	1
Recipient	FC452	Rodeo	Passed Wood Smoke Course	1
Saint Mary's College of California	B5476	Moraga	\$3,500	1
SFD	FC451	Martinez	Passed Wood Smoke Course	1
West Contra Costa County Landfill	A1840	Richmond	\$160,000	20

**Contra Costa Total Violations Closed: 46**

**Napa**

Site Name	Site #	City	Penalty Amount	# of Violations Closed
Chateau Montelena	E3940	Calistoga	\$1,250	2
Napa-Vallejo Waste Management Authority	A9183	Napa	\$9,000	7

**Napa Total Violations Closed: 9**

**San Francisco**

Site Name	Site #	City	Penalty Amount	# of Violations Closed
Hudson 1455 Market LLC	FC459	San Francisco	\$46,150	3
Kilroy Realty LP	E1222	San Francisco	\$3,000	1
San Francisco International Airport	A1784	San Francisco	\$750	1

**San Francisco Total Violations Closed: 5**

**San Mateo**

Site Name	Site #	City	Penalty Amount	# of Violations Closed
San Mateo Medical Center	A3887	San Mateo	\$18,000	3

**San Mateo Total Violations Closed: 3**

**Santa Clara**

Site Name	Site #	City	Penalty Amount	# of Violations Closed
Auris Health	E2346	San Jose	\$2,500	1
Auto Pride Car Wash	FB714	San Jose	\$250	1
Bayside Petroleum	FA701	Sunnyvale	\$1,000	1
City of Sunnyvale	S756657	Sunnyvale	\$3,000	1
City of Sunnyvale Water Pollution Control	A0733	Sunnyvale	\$30,000	2
Civic Center Temporary Housing: County of S C	E4812	San Jose	\$20,000	5
GF Saunders	FB734	San Jose	\$500	1
Los Gatos Memorial Park	B2958	San Jose	\$30,000	1
NARJ, LLC	FB722	San Jose	\$2,500	1
Recipient	FC453	Half Moon Bay	Passed Wood Smoke Course	1
Resourceful Decisions Inc.	FB672	San Jose	\$5,000	1
Scientific Metal Finishing Inc	A9315	Santa Clara	\$7,000	1

Star Concrete	A7409	San Jose	\$2,500	1
Wyant & Smith Crematory	B2867	Sunnyvale	\$2,000	1

**Santa Clara Total Violations Closed: 19**

**Sonoma**

Site Name	Site #	City	Penalty Amount	# of Violations Closed
ARCO AmPm Facility #6509	FC093	Santa Rosa	\$750	1
CVE NB Contracting Group Inc.	Z5329	Rohnert Park	\$5,000	1
Keysight Technologies	A0279	Santa Rosa	\$90,000	1
SFD	FC443	Santa Rosa	\$1,000	1

**Sonoma Total Violations Closed: 4**

**Company Address Outside of Bay Area**

Site Name	Site #	City	Penalty Amount	# of Violations Closed
1-888-4Abatement Co	FC319	Rancho Cordova	\$600	1
AFM Environmental Inc	F0615	West Sacramento	\$750	1
Asbestos Instant Response Inc.	FC429	Los Angeles	\$600	1
Platinum Energy; Sue Sommers	Y4152	Agoura Hills	\$750	1
RADC Enterprises Inc	Z8552	Upland	\$750	1

**District Wide Total Violations Closed: 5**

**ADMINISTRATIVE RESOURCES DIVISION  
M. MARTINEZ, DIRECTOR**

**Fleet**

This quarter, Fleet Services processed 75 vehicle requests, of which 52 were pool vehicles; 18 were Enterprise car rentals and 5 cancellations were received. One vehicle was disposed of, and no vehicles were acquired. One (1) vehicle was processed for body shop repairs and 65 vehicles were sent for maintenance.

Fleet currently maintains 122 vehicles: one (1) diesel, three (3) electric, 22 gas, 15 hybrids and 81 plug-in hybrids.

Fleet provides support in the performance of preventive and routine vehicle maintenance on all District vehicles; maintains District vehicle inventory and oversees the acquisition/retirement program; responds to emergency calls and requests for staff vehicle support; processes insurance claims for all vehicle incidents; provides training and ongoing education of drivers relative to vehicle use, maintenance, and repairs; and relocates and delivers District vehicles between acquisition, users, vendors, and eventual retirement.

**Facilities**

Facilities received 39 Angus requests and completed 102 ad-hoc projects/tasks (which includes HQE and 83 offices, garages, rooftop equipment sites, trailers and similar).

Facilities manages and collaborates the functions between the Air District, Metropolitan Transportation Commission, and the Association of Bay Area Governments at 375 Beale Street; collaborates with the Headquarters East (HQE) Condominium Association and the Property Management Company on facility related projects in reference to shared space and services. Oversees general contractors, electricians, plumbers, and similar trades at all Air District facilities as well as construction and renovation of field offices which also includes preventative and scheduled maintenance. The team procures and manages all furniture, performs daily maintenance of the coffee machines, and replenishes coffee and tea supplies in the copy/supply rooms.

The Administration Resources Division staffs the Mailroom which is responsible for all Bay Area Air Quality Management District (BAAQMD) shipping and receiving services, including incoming and outgoing mail. Assists with reproduction requests and print orders and includes assistance with the inventory and procurement of stationery and supplies.

**HUMAN RESOURCES OFFICE  
L. BAKER, DIRECTOR**

The Human Resources (HR) Office conducted 16 recruitments including exams for: Advanced Projects Advisor, Air Quality Specialist I/II (Limited Term Contract Employee), Assistant Counsel I/II, Environmental Planner I/II, Executive Assistant, Manager (2), Senior Staff Specialist, Principal Air Quality Specialist, Principal Environmental Planner, Principal Staff Specialist, Senior Environmental Planner, Staff Specialist I/II, Staff Specialist (Limited Term Contract Employee), System Analyst, and Temporary Human Resources Technician I/II. The HR Office offered 47 wellness/fitness classes and 5 group trainings with 24 attendees, and 8 employees utilized individual

training courses. The HR Office continues to administer benefits, safety/worker's compensation, and labor/employee relations.

There were 28 new employees, eight (8) promotions, and six (6) separations from April 2024 to June 2024. There are currently 431 regular employees, 14 temporary employees, 60 budgeted vacant positions, and 8 budgeted limited term contract positions.

**COMPLIANCE AND ENFORCEMENT DIVISION  
J. GOVE, DIRECTOR**

**Enforcement Program**

Air District Staff documented 210 air pollution violations that resulted in Notice of Violations (NOV) and responded to 848 general air pollution complaints. These activities addressed noncompliance with applicable Federal, State and Air District regulations, and provided a mechanism for the public to voice their concerns about air pollution issues that might be in noncompliance status. Additionally, highlighted enforcement activities for the quarter are as follows:

On May 22, 2024, staff responded to a fire at the Sims Metal Management (Sims) facility, Redwood City. The facility is a scrap metal processing facility that shreds appliances and cars for recycling. The fire generated large plumes of smoke that impacted residents of the south bay based on observed wind data, media reports and data from the PurpleAir sensor network. The Air District received four (4) air pollution complaints from the greater Sunnyvale area. Staff issued notices of violation because of the fire to Sims for violations of Regulation 5, prohibited fire, and Regulation 1, Section 301, Public Nuisance.

**Compliance Assurance**

Air District Staff conducted over 1,311 inspections of permitted facilities, gasoline dispensing stations, asbestos demolition, and renovation jobs, naturally occurring asbestos (NOA) projects, open burning, portable equipment, backup generator engines (BUG) and mobile sources. Additionally, highlighted inspection activities for the quarter are as follows:

From March 27, 2024, through May 17, 2024, staff conducted inspections of the Hunter's Point Naval Shipyard Building 123 Demolition project – the project property of the US Navy, designated as a CERCLA or Superfund project located within Bayview Hunters Point, San Francisco, an Assembly Bill (AB) 617 designated area. Staff determined that adequate water was used for dust and asbestos fiber mitigation. There was no action levels triggered via daily air monitoring and waste disposal was completed in compliance with applicable requirements. No violations were observed. The next clean-up phase will involve cleanup of contaminated soil beneath the once intact building.

From April 8, 2024, through June 30, 2024, staff conducted inspections at the ongoing demolition of Hangar 3 at Moffett Field, Mountain View. Hangar 3, along with adjacent hangars, Hangar 1 and Hangar 2, at one time were three of the largest structures in the world. The Hangar 3 demolition project is being conducted under the protection of a variance (Docket #3750) from applicable sections of Regulation 11, Rule 2 (Asbestos, Demolition, Renovation, and Manufacturing). Staff has not documented any violations or compliance issues at this time: active air monitoring continues

to be implemented during each active demolition day; hazardous waste debris is properly stored and disposed of; and fresh cut surfaces are being encapsulated per variance requirements. Ferma Corp., the demolition contractor, has completed approximately fifty (50) percent of the project.

Staff submitted the second quarter 2024 Prescribed Burn Report to the California Air Pollution Control Officers Association (CAPCOA) per the requirements of the CAPCOA Prescribed Burn Reporting and Monitoring Support Grant. From April 1, 2024, to June 30, 2024, there was a total of 1,072 acres burned from 184 ignitions in the Bay Area. From January 1, 2024, to June 30, 2024, there was a total of 1,472 acres burned.

Staff approved two (2) Asbestos Dust Mitigation Plans (ADMP), RIN# 0267: 1951 Tarob Court, Milpitas, and RIN# 0268: 3025 Tuers Road, San Jose and one (1) ADMP Amendment, RIN# 0226: 401 Parnassus Avenue, San Francisco. These naturally occurring asbestos (NOA) projects are required to perform asbestos ambient perimeter air monitoring and submit results to the Air District on a bi-weekly basis.

Air District staff conducted the following inspections for the Strategic Incentives Division (SID): 10 engines.

### **Compliance Assistance and Operations Program**

Air District Staff received and evaluated over 1,797 plans, petitions, and notifications required by the asbestos, NOA, coatings, open burn, tank and flare regulations. Staff received and responded to over 85 compliance assistance inquiries and green business review requests. Highlighted compliance assistance activities for the quarter also included the following:

On April 3, 2024, staff provided a presentation to the AB617 West Oakland Community Steering Committee (CSC) to highlight the enforcement activities in the West Oakland area and the data trends from the past six (6) months. Staff presented data which focused on compliance inspections, air quality complaints, and violations to provide an overview of compliance in West Oakland and answered questions from the community.

Air District staff approved 26 prescribed burn smoke management plans in Contra Costa, Marin, Napa, San Mateo, Santa Clara, Solano and Sonoma County.

Air District staff completed the data verification and posting of refinery flare monitoring data through April 2024.

**ENGINEERING DIVISION  
P. LEONG, DIRECTOR**

### **Regulation 11, Rule 18 – Facility Risk Reduction Program**

On February 15, 2024, the Air District held a workshop to discuss and gather comments on updates to the Facility Risk Reduction Program’s Rule 11-18 implementation procedures and rule amendment concepts. Comments were collected from December 29, 2023, through February 29, 2024. On April 29, 2024, the Air District posted a Response to Comments document and the updated Rule 11-18 Implementation Procedures document. The Air District is continuing to evaluate Rule 11-18 amendment concepts.

On June 12, 2024, the Air District held the second *Regular Meeting*, as required by a settlement agreement with Communities for a Better Environment, to discuss Rule 11-18 implementation updates and the attendees and format for future *Regular Meetings*.

### **Regulation 3 (Fees)**

Regulation 3 establishes fees for permitting, notifications, and other activities. On May 1, 2024, staff held a Public Hearing at the Board of Directors Meeting to receive testimony on proposed amendments to Regulation 3 (Fees) for the fiscal year ending 2025. On June 5, 2024, staff held the second Public Hearing at the Board of Directors Meeting to consider adoption of proposed amendments to Regulation 3. The amendments increase fee revenue to allow the Air District to meet budgetary needs for the upcoming fiscal year, and to continue to effectively implement and enforce regulatory programs for stationary sources of air pollution. The Board adopted the rule, which becomes effective on July 1, 2024.

### **Shore Terminals (Crockett)**

Shore Terminals is planning to construct two internal floating roof tanks (S-53 and S-54) to store gasoline, California Reformulated Blend stock for Oxygenate Blending (CARBOB), ethanol, transportation mixtures, diesel, and renewable fuels. The facility is planning to construct these two tanks in the same location as the previous fixed-roof storage tanks, S39 and S-41. Sources S-39 and S-41 were permitted as methyl tert-butyl ether (MTBE) gasoline storage tanks until they were destroyed in a fire in 2019. The project results in an increase in emissions of 4.273 tons per year of precursor organic compounds (POCs). The project requires and meets Best Available Control Technology requirements for emissions of POCs, passed a health risk assessment (HRA), and offsets have been surrendered for the increase in emissions. Because the project required an HRA and is in an overburdened community, a public notice was distributed on March 15, 2024. The notice period ended on April 15, 2024. No comments were received. The Authority to Construct and Notice of Exemption was filed for the California Environmental Quality Act with Contra Costa County on May 14, 2024.

### **Phillips 66 (Rodeo)**

Phillips 66 has submitted an application to bank Interchangeable Emission Reduction Credits (IERCs) for the periods 2/24/2019 to 2/23/2022, in accordance with District Regulation 2, Rule 9, generated from the source S-438 U110 H-1 Heater, 250 MMBtu/hr. Source S-438 is a hydrogen reforming furnace that uses a combination of refinery fuel gas and pressure swing adsorption (PSA) off-gas as fuel. It is permitted at a maximum firing rate of 250 MM Btu/hr. The emission reductions being banked result from S-438 operating at a lower NO<sub>x</sub> emission level than its permitted limit. The amount of IERCs issued was less than 40 tons for each of the CGPs in this application. Therefore, this application is not subject to the public comment provisions of Section 2-9-405. A Notice of Exemption was filed with Contra Costa County on May 29, 2024.

### **Newby Landfill (Milpitas)**

On May 8, 2024, staff conducted a site visit at the Newby Island Landfill to obtain a comprehensive understanding of landfill operations and the components and functions of the landfill gas collection and emission control system. This was followed by an information request on May 13, 2024, as an enforcement audit gets underway.

### **Milpitas**

On May 21, 2024, staff gave an update to the Milpitas City Council on the South Bay Odor Attribution Study.

## **LEGAL DIVISION A. CROCKETT, LEGAL COUNSEL**

The District Counsel's Office received 200 violations reflected in Notices of Violation (NOVs) for processing.

Mutual Settlement Program staff-initiated settlement discussions regarding civil penalties or passing the Wood Smoke Awareness Course for 56 violations reflected in NOVs. In addition, two (2) Final 30-Day Letters were sent regarding civil penalties for two (2) violations. Finally, settlement negotiations resulted in collection of \$99,150 in civil penalties for 53 NOVs. *No NOVs were settled by passing the Wood Smoke Awareness Course with \$0.*

Counsel in the District Counsel's Office initiated settlement discussions regarding civil penalties for 59 violation(s). Settlement negotiations by counsel resulted in collection of \$2,032,017 in civil penalties for 66 violation(s).

## **COMMUNICATIONS AND PUBLIC INFORMATION DIVISION K. ROSELIUS, OFFICER**

### **Media Inquiries**

Staff responded to 76 media inquiries, including requests about:

- AB 617 East Oakland
- Air quality advisory
- ALA State of the Air
- Allergens
- Angel Island pile burn
- AQI
- Asbestos
- Berkeley landfill
- Biomass project
- Chevron NOVs
- Climate Action Plan
- Corral Fire

- Crystal fire
- Cyberattack
- East Oakland CERP
- EV charging
- Forecasting air quality
- Grants program
- Home Air Filtration
- NAAQS attainment status
- NorCAL ZERO event
- Path to Clean Air
- PM levels
- Point Fire
- Public notification tool
- Redwood City fire
- San Bruno chemical release
- Sims metal fire
- Sulfuryl Fluoride
- Tesla abatement order
- Vehicle Buy Back

### **Press Releases**

- 06/25/2024 [Air District Hearing Board orders Tesla to correct ongoing air quality violations](#)
- 06/19/2024 [Air District extends air quality advisory through Thursday](#)
- 06/18/2024 [Air District extends air quality advisory through Wednesday](#)
- 06/17/2024 [Air District rolls out new Air Quality Incident Notification service](#)
- 06/17/2024 [Air District issues air quality advisory for Tuesday due to Point Fire](#)
- 06/16/2024 [Air District issues Spare the Air Alert for wildfire smoke](#)
- 06/16/2024 [Air District issues air quality advisory for Sunday due to Point Fire](#)
- 06/05/2024 [Air District issues Air Quality Advisory for smoke due to the Crystal Fire in Napa County](#)
- 06/03/2024 [Air District issues Air Quality Advisory for smoke due to fire in Redwood City](#)
- 05/02/2024 [Air District seeks order to stop Tesla's ongoing air quality violations](#)
- 05/01/2024 [Air District Board of Directors adopts Path to Clean Air Plan to improve air quality in Richmond-North Richmond-San Pablo](#)
- 04/30/2024 [Spare the Air smog season begins May 1](#)
- 04/23/2024 [Air District appoints Arsenio Mataka as deputy executive officer for Equity & Community Programs](#)
- 04/16/2024 [Air District's Hearing Board orders Bayview Hunters Point sand processing facility to get permit](#)
- 04/04/2024 [Air District fines City of Berkeley Landfill for air quality violations](#)

## **Media Highlights**

The Air District was mentioned in 3,660 print/online stories and 286 radio/video clips from April through June 2024. Below are media coverage highlights:

- 06/26/2024 [Tesla ordered to stop polluting Bay Area air with ‘frequent and ongoing’ toxic emissions](#)
- 06/24/2024 [Air district program lets people turn clunker cars into cash to help improve environment](#)
- 06/17/2024 [Bay Area district debuts air quality notification service](#)
- 06/16/2024 [Spare the Air alert issued for parts of Bay Area due to wildfire smoke](#)
- 06/03/2024 [Massive Redwood City fire sparks air quality advisory](#)
- 05/29/2024 [Kids sickened by training at nearby S.F. jail may have ingested decades-old chemical weapons](#)
- 05/27/2024 [Massive fire contained at Oakland lumberyard — ‘hot spots’ remain, officials say](#)
- 05/16/2024 [Californians may notice more days in bad air categories. Here’s why](#)
- 05/03/2024 [Pollution regulators to Tesla: Stop toxic emissions at Bay Area factory](#)
- 04/16/2024 [Bay Area Air Quality Board Orders Martin Marietta To Obtain Permit Or Shut Down San Francisco Sand Plant](#)
- 04/08/2024 [Angel Island smoke SF can see no cause for alarm, officials say](#)
- 04/04/2024 [Berkeley fined \\$130,000 for air quality violations at landfill beneath Cesar Chavez Park](#)
- 04/04/2024 [Major Richmond Refinery Accidents Settled as Part of Chevron Deal](#)

## **Public Inquiries**

Phone: 136 public calls

## **Events**

- Gilead Earth Day on 4/18/24 in Foster City
- City of Belmont Earth Day on 4/20/24 in Belmont
- San Lorenzo Earth Day on 4/20/24 in San Lorenzo
- Cupertino Earth and Arbor Day Festival on 4/20/24 in Cupertino
- Earth Day Fremont on 4/20/24 in Fremont
- Hayward Earth Day Community Fair on 4/20/24 in Hayward
- Earth Day Napa on 4/20/24 in Napa
- Earth Day Mill Valley on 4/21/24 in Mill Valley
- Earth Day San Francisco on 4/21/24 in San Francisco
- 375 Beale St Earth Day Fair on 4/22/24 in San Francisco
- MCBC Jane Fondo Fundraising Bike Ride on 4/27/24 in Olema
- Berkeley Bay Festival on 4/27/24 in Berkeley
- NCBC Bikefest on 5/5/24 in Napa
- San Mateo County Fair on 6/1/24 – 6/2/24 and 6/8/24 – 6/9/24 in San Mateo
- East Oakland Futures Festival on 6/8/24 in Oakland
- Sunday Streets Tenderloin Block Party on 6/23/24 in San Francisco
- Alameda County Fair on 6/22/24 – 6/23/24 and 6/29/24 – 6/30/24 in Pleasanton

## Spare the Air

- Media Relations/Public Outreach
  - Developed proactive media outreach opportunities for the Summer Spare the Air plan
  - Received compelling facts and stats from the meteorologist team from the last five (5) years to include in proactive media pitches
  - Researched ‘live cams’: news stations that have live cams and traffic cams and any Caltrans or similar agencies with traffic cams for proactive Spare the Air outreach angle
  - Compiled thought starter questions to inform facts and stats from the Air District meteorologist team from the last 5 years to include in STA proactive pitches
  - Researched and analyzed recent years’ summer and July 4, 2024, week coverage of STA Alerts, Advisories and proactive media outreach
  - Connected with J. Goodwin at Bay Area Metro to see how we can collaborate from a PR perspective on programming
  - Researched and compiled list of drone shows happening in the Bay Area during the holiday/weekend of 7/4/24
  - Finalized media invite list and pitch for virtual media roundtable week of 7/8/24, reviewed topics and questions
- Social Media
  - Developed STA content
  - Shared the paid social ad recommendations for the 2024 Choose Transit campaign
  - Published summer ads on Meta and TikTok
  - Met A+P team to review social media metrics and discuss next steps for STA channels
  - Launched [STA’s TikTok channel](#) sharing the first post, followed related accounts and defined paid ad strategy
  - Reviewed TikTok content planning through June 2024
  - Setup approved boosted posts on Instagram, Facebook and TikTok
  - Finalized translated posts for summer ads
  - Finalized contest/gift card giveaway details
- Advertising
  - Developed timeline/next steps for paid media plan
  - Developed integrated plan for Summer Spare the Air program
  - Met with Oakland Arena regarding potential sponsorship/promotion opportunities for summer campaign
  - Communicated with media vendors regarding winter season campaign performance for inclusion in EOC report
  - Finalized summer STA media plan RFP for potential media vendors and distributed to them for response; responses due 4/19/24
  - Coordinated with media vendors regarding approved proposals for summer paid media buy, insertion orders, assets and payment terms
  - Finalized Winter EOC report
  - Approved near-final agreement with Oakland Arena

- Employer Program
  - Shared draft email test for next wave of outreach to current Employer Program members
  - Checked in with True North as they kicked off surveys for the Employer Program
  - Edited and troubleshooted email blasts and reshared draft email test for next wave of outreach to current Spare the Air Employer Program members
  - Reviewed and noted True North Employer Program survey findings and insights from the 333 completed interviews
  - Developed preliminary results recap from recent wave of email outreach to EP members regarding debut of the digital badge
  - Updated current members contact list to replace outdated email addresses
  - Developed new email blast for prospective members and finalized contact list in Clickback

### **Spare the Air Social Media**

Actively monitored and posted on social media throughout the Spare the Air season. Facebook, Twitter, Instagram, Pinterest, Threads, and TikTok were monitored.

- Post samples:
  - [Facebook](#)
  - [Twitter](#)
  - [Instagram](#)
  - [Pinterest](#)
  - [Threads](#)
  - [TikTok](#)

In this quarter, Spare the Air social media follower numbers increased to 14,485 (+1,010) on Facebook, decreased to 14,831 (-8) on Twitter, increased to 2,159 (+33) on Instagram, and increased to 300 (+2) on Pinterest. Threads had 436 followers and TikTok had ten (10) followers.

### **Air District Social Media**

- Advertising
  - Clean Cars for All: Nextdoor/Facebook campaign 3/1/24 – 5/31/24
  - Air Quality Incident Notification: Facebook campaign in July
  - Clean HEET extension: Facebook/Nextdoor 5/15/24 – 7/5/24
  - SID Infrastructure Solicitation: LinkedIn campaign 6/15/24 - 8/15/24
  - Legal EJ Fellow program: LinkedIn campaign in July
- Staff continued to run social posts daily including:
  - Air quality forecasts: daily, one-day or two-day forecasts
  - Shared:
    - 2023 Air Monitoring Plan public comment period
    - 415 day
    - Acterra EV Ride & Drive event
    - Acterra's EV Financial Incentives Clinic
    - Air quality advisories for the Sites Fire and Point Fire

- Air Quality Awareness Week
- Air Quality Notification Tool
- AP News article on California’s authority to set its own tailpipe emissions standards affirmed by federal court
- API Heritage Month spotlight on Mark Tang
- AQI/NAAQS changes
- Bay Area funding for new EV charging stations
- Bike to Work Day content
- CARB California Vehicle Window Sticker survey
- Carl Moyer grant funding and application deadline
- Charging infrastructure grants
- City of Berkeley Landfill penalty announcement
- Clean car upgrade post from Valley CAN
- Clean Cars for All
- Clean Cars for All testimonial
- Clean HEET
- Community, Equity, Health and Justice Committee consideration of the Draft Final Path to Clean Air Community Emissions Reduction Plan at next meeting
- Commute options from City of Walnut Creek
- Creating a clean air room
- Crystal Fire and Redwood City structure fire air quality advisories
- CTF webinar on Leveraging Government-Backed Guarantees for Financial Success
- Earth Day content and trivia
- Earth Month content
- E-bike rebates from Clean Power SF
- Emergency ride home from 511 Contra Costa
- Energy Star heat pump info
- EPA Clean School Bus Program
- EPA EJ Screen tool
- Hearing board case seeking abatement order for Tesla
- Hosting CAPCOA POC
- Job announcements
- Kids & Climate facts from the EPA
- Martin Marrietta Hearing Board order
- MCE EV instant rebate
- NAAQS and AQI changes
- NACAA Community Benefits Penalty Funds Policy presentation
- NorCAL ZERO
- OUSD electric school bus fleet
- Path to Clean Air approved by Board of Directors
- Path to Clean Air plan approved by Community Steering Committee
- Peninsula Clean Energy electrification webinar
- Pile burn at Angel Island State Park
- Prescribed burn in Mt. Diablo State Park
- Public funding workshop for community-based orgs

- Safe Routes to School content from SFMTA
- SEI’s Energize Schools air quality education program
- SF Chronicle article on UC Berkeley Bay Area emissions study
- SF Department of Emergency Management tabletop exercise on extreme heat
- SFPUC Electrify My Ride program
- Sims Metal Mgmt. fire alert and update
- Sims Metal NOV’s and incident report
- Smoke impacts from fire in the Delta near Pittsburg
- Smoke Ready messaging
- Spare the Air Alert
- SPUR webinar on the state of California’s EV charging network featuring Caylee Mercado
- Staff spotlight on Adam Arnold
- Staff spotlight on Dan Meer
- Staff spotlight on Haley de Genova
- Start of smog season
- Vehicle Buy Back program
- Vehicle Buy Back Program incentive increase
- Webinar on preparing for zero-NOx emission rules featuring Davina Hurt
- Welcoming Arsenio Mataka as DEO of Equity & Community Programs
- Wildfire smoke events and power outages
- World Asthma Day
- World Bicycle Day
- World Environment Day

In this quarter, Air District social media follower numbers increased to 5,998 (+154) on Facebook, increased to 22,902 (+166) on Twitter, increased to 2,972 (+66) on Instagram, and increased to 3,802 (+219) on LinkedIn. Threads had 837 followers.

### **Other**

- Video
  - Created new Clean Cars for All video, including vertical version for social
  - Completed James Cary Smith video series, uploaded to YouTube
  - Scheduled shoot date for SF Bay Ferry collaboration
  - Worked with Community Engagement to support video creation
- Publications
  - Wood Smoke Whitepaper – catch-up meeting with Julia L. on 4/3/24
  - Air Currents – May 1, 2024, issue distributed
- Staff Development
  - Staff reviewed Ragan’s 2024 Social Media Conference recordings
  - Staff attended EPA Webinar Series: Community Air Monitoring Fundamentals in April
  - Staff attended Grammar Girls Guide to Beginner and intermediate AP Style – 4/23/24

- Staff attended Virtual Social Media Strategies Summit for Government 5/15/24 – 5/16/24
- Air District branding project
  - Met with WTC to review new logo designs
  - Logo presentation to Phil on 5/21/24
- Annual Report
  - WTC annual report and branding contracts – drafting amendments
  - Website in development
- Photography
  - Strategic Plan photos
  - Group photo shoot for DEI annual report page
  - San Pablo Meeting on 4/22/24
  - Gas furnace/water heater
  - Napa, S. Sonoma, Marin landscapes/cityscapes/suburbs
  - Asthma patients
  - EV chargers
  - Older cars for CCFA
  - Tesla factory
  - Wildfires/smoky skies
  - EBAM deployment
- Graphics
  - San Pablo meeting flyer
  - Intro to Air District brochure
  - EJ fellowship flyer
  - Wildfire Smoke Tips materials
- Spare the Air app
  - Reviewed RFP submissions for Spare the Air smartphone application, scored applicants, interviewed candidates, and finalized scoring/decision
  - Scheduled kick-off meeting with new contractor for STA mobile app; worked with Innoppl to provide support during contract transition
- Web Updates
  - e-blasts:
    - EV Coordinating Council follow-up – 4/2/24
    - Carl Moyer Program closing – 4/3/24
    - Berkeley Landfill Penalty – 4/4/24
    - CEHJ Meeting PTCA Vote – 4/15/24
    - Grants infrastructure webinar follow-up 4/23/24
    - Rule 11-18 Implementation Document 4/29/24
    - Marie Harrison Scholarship – 5/7/24
    - Clean HEET – went out 5/13/24
    - Building Appliances IWG Meeting – 5/14/24
    - Rule 8-18 – 5/23/24
    - Clean HEET Workshop – 6/4/24
    - Infrastructure Solicitation initial email – 6/5/24
    - Infrastructure Solicitation follow-up – 6/10/24

- Public Notification Tool – 6/17/24
- Ongoing AB 617, Board and Grants postings
- Ongoing press release and document translation coordination
- Met with Rules to go over new Building Appliance Rule IWG page request on 4/8/24
- Clean HEET program – created and posted home page feature and link update to Spare the Air page on .gov site
- Planning Reorg – received second round of updates
- Public Incident Notification Tool – worked on web text updates, set up new notification categories, tested for activation, finalized text for rollout
- STA site – updated wood burning hero banner title to remove “check before you burn” language
- Open Burn webpages – put season extension banner on two pages and posted Latest News
- New Air Toxics Power BI Map page project
- New Advisory Council Current Work page – posted on 5/6/24
- Annual Monitoring Network Plan – new report posted and Latest News on 5/20/24
- New Building Appliance pages posted on 5/7/24
- Broken website link inventory/cleanup project underway
- Manual update of air quality and open burn forecasts while M&M had FTP issues
- Posted New DEO Mataka bio on website on 6/10/24
- Grants Infrastructure Solicitation Opening – published extensive updates to two pages on 6/10/24
- Posted official terms & conditions for Spare the Air social media contest on sparetheair.org

**PLANNING AND CLIMATE PROTECTION DIVISION  
W. GOODFRIEND, DIRECTOR**

**California Environmental Quality Act (CEQA)**

On June 17, 2024, staff convened a webinar for local government staff to release and walk through the updated Vehicle Miles Traveled Data Portal. The Data Portal is used by local government to assist with local GHG emission inventories. MTC work with staff to update and host the [Data Portal](#).

Air District staff reviewed the Airport Perimeter Dike FEMA and Seismic Improvements Project Initial Study/ Mitigated Negative Declaration, located at the San Francisco Bay Oakland International Airport (OAK) and submitted [written comments](#) to the Port of Oakland on June 3, 2024.

Air District staff reviewed the I-680 Northbound Express Lane Completion Project Draft Environmental Impact Report/Environmental Assessment, located Contra Costa County and submitted [written comments](#) to Caltrans District 4 on June 24, 2024.

Air District staff reviewed the Sediment Remediation Project, Piers 39 to 43 1/2 San Francisco, CA Administrative Draft Addendum to the Initial Study/Mitigated Negative Declaration, located in the City and County of San Francisco and near the Bayview-Hunters Point AB617 community. [Written comments](#) were submitted to the San Francisco Bay Regional Water Quality Control Board on July 5, 2024.

### **Bay Area Regional Climate Action Planning (BARCAP)**

During the reporting period, staff has conducted research on existing state, regional and local actions as well as policy gaps in different economic sectors, including transportation, energy production, buildings, waste, agriculture and natural and working lands. Staff have also been developing a Community Engagement Strategy for the regional climate planning effort.

From June 24-28, staff attended the Air & Waste Management Association's Annual Conference & Exhibition in Calgary, Alberta, Canada. Staff presented on the Bay Area Regional Climate Action Planning Initiative as part a panel titled "Emerging Trends and Equity in Climate Action Planning."

### **Building Appliance Standards Implementation Work Group (IWG)**

On April 16, 2024, staff hosted the sixth Steering Committee meeting of the Implementation Working Group, to discuss new research deliverables from IWG consultants and prioritize topics for the last two plenary meetings.

On May 21, 2024, staff hosted the fifth plenary meeting of the Implementation Working Group. The focus of the meeting was on consultant research regarding workforce availability and market readiness of Zero-NOx appliances and provided a quarterly update from the subcommittees covering permit streamlining and tenant protections.

On June 11, 2024, staff hosted the fifth and final IWG Technical Subcommittee meeting, focused on outreach and engagement with small contractors and refining recommendations to improve workforce development for heat pump installations.

On June 18, 2024, staff hosted the fifth and final IWG Equity Subcommittee meeting, focused on reviewing and prioritizing consultant-developed tenant protection recommendations as well as stakeholder mapping for them. Additionally, staff from Rising Sun presented their work leading the high-road jobs training initiative for building decarbonization.

Staff met with CARB to discuss alignment of regulatory requirements with CARB's *Zero-Emission Space and Water Heater Standards*, and learn about early public comment from CARB's proposals.

Staff met with CARB to discuss feedback on UC Berkeley's Regional Equity Analysis for CARB's *Zero-Emission Space and Water Heater Standards*.

Staff presented the Zero-NOx Building Appliance Rules to approximately 80 local building officials from across the Bay Area at the International Code Council Tri-chapter Annual Business Meeting in Santa Cruz, CA on May 17, 2024.

**ASSESSMENT, INVENTORY, AND MODELING DIVISION  
S. BAI, DIRECTOR**

**Community Protection Program (AB 617) Support**

For the West Oakland community, staff continued to develop the 5-year updated community emissions estimates reflecting 2024 base year and 2029 forecast inventories for permitted sources, Port of Oakland, and roadways. Staff met in separate meetings with the Port of Oakland representatives and the California Air Resources Board (CARB) to discuss appropriate growth projections for the Port and methods for showing emissions changes due to methodology and emission factors updates versus activity changes, rule adoptions, and fleet turnovers.

For the Richmond/North Richmond/San Pablo community, staff reviewed and provided feedback on mitigation strategies where the Assessment, Inventory, and Modeling Division was assigned as the leading or collaborating role.

For the Bayview/Hunters Point/Southeast San Francisco community, staff visited the area surrounding Islais Creek/Amador Street to identify and locate industrial facilities of concern to community members. Staff were able to observe activity and routes used by trucks supporting the facility operations that will be incorporated in the emissions inventory. Staff worked with the Engineering Division staff to update emissions at select facilities reported to emit the highest PM<sub>2.5</sub> and/or toxics.

**Particulate Matter Strategy Development Support**

Staff participated in biweekly meetings with the California Air Resources Board (CARB) to discuss upcoming data submissions used to determine the Air District's attainment status on the annual PM<sub>2.5</sub> standard. Staff are assembling the latest emission inventory for industrial permitted and area sources, as well as growth and control factors.

**Emissions Inventory Development, Update, and Reporting**

To meet the reporting requirements for submitting permitted source data for year 2023 to CARB under California Emission Inventory Development and Reporting System (CEIDARS) and the new statewide Regulation for the Reporting of Criteria Air Pollutants and Toxic Air Contaminants (CTR), staff continued work to quality assure and process the data to incorporate updated emissions and stack parameters for the planned submission on August 1, 2024.

Staff worked with the Engineering Division staff to submit corrections to the emissions inventory for the Valero Refinery to CARB under the AB10X program, where CARB imposed an additional fee to the facilities in California that emit over 250 tons per year of a single criteria pollutant. Staff continued work to update the greenhouse gas (GHG) emissions inventory to support the Air District's EPA Climate Pollution Reduction Grant (CPRG) application. Staff completed inventories for most of the major sectors, including residential/commercial buildings, transportation, and industrial sources.

Staff also collaborated with the Engineering Division staff to host the annual toxics inventory on the Air District's website in accordance with AB2588 regulations for public access to the data. Staff created an interactive web-based tool that maps permitted source locations, relative priority scores

for each facility, and downloadable best available emissions data. Staff developed draft documents for the online landing page and supporting disclaimer, background information, and instructions for the tool.

### **Regional Modeling**

Staff updated the regional air quality modeling framework and dataset from 2018 to 2022 to better support various District programs including those related to AB617, rules development, and assessment of contributions of residential woodburning emissions. Staff continued to evaluate formation of particulate matter in the Bay Area using the U.S. EPA's Community Multiscale Air Quality (CMAQ) model. Staff assessed that the model potentially overestimates particulate nitrate (a component of secondary particulate matter) concentrations in winter months in the Bay Area. Staff prepared a scope of work for a District contract to improve estimates of secondary particulate matter levels in the Bay Area. Staff finalized estimation of residential woodburning emissions. Staff also continued to work with a District contractor (Professor Alex Gunther of the University of California, Irvine) in updating biogenic emissions estimates in the Bay Area.

### **Data Requests and Ad Hoc Technical Assessments**

Staff addressed two public records requests for greenhouse gas emissions from wastewater treatment plants and permitted sources within the San Mateo County for year 2022.

Staff supported several rule development efforts by: (1) providing emissions inventory from bulk materials handling/disturbed surfaces and participated in a conference call to review proposed amendments to Regulations 6-1 and 6-6; (2) editing a white paper outlining concepts to address emissions from metal recycling facilities and providing a preliminary emissions inventory based on CEIDARS data for those facilities subject to the regulation; (3) coordinating with CARB's Emission FACTor (EMFAC) team to obtain on-road emissions estimates by county for two scenarios that reflect fleet turnover only versus existing regulations to indicate potential emission reductions from the proposed Indirect Source Rule; and (4) providing emissions of locomotives and marine sources from the regional inventory for comparisons to on-road emissions for the proposed Indirect Source Rule.

Staff reviewed and confirmed the emission reductions associated with electrification of the ground support equipment at San Francisco International Airport in support of their Voluntary Airport Low Emissions (VALE) grant.

### **Meetings, Workshops, and Trainings**

Staff met with the City of Richmond to discuss the CEQA process for Chevron Refinery's proposed project to install a wet gas scrubber in compliance with Regulation 6-5. The Air District is the responsible agency and will be conducting an independent health risk assessment and engineering evaluation of this application after the approval of environmental clearance documents.

**RULES & STRATEGIC POLICY DIVISION  
V. DOUGLAS, DIRECTOR**

**Regulation 3 (Fees)**

Regulation 3 establishes fees for permitting, notifications, and other activities. On June 5, 2024, the Board adopted the rule amendments, which became effective at the start of the fiscal year. On July 1, the changes went live in our systems and the website was updated.

**Regulation 6, Rule 3: Wood-burning Devices**

On May 8, 2024, staff gave a presentation to the Stationary Source Committee on the development of a White Paper that would examine potential amendments to Regulation 6, Rule 3: Wood-burning Devices. Wood-burning devices are a major source of particulate matter emissions and exposures that exacerbate respiratory and other illnesses.

**Regulation 8, Rule 18: Equipment Leaks**

The Air District published a proposed amendment to Regulation 8, Rule 18: Equipment Leaks. The purpose of these amendments is to further address emissions of volatile organic compounds and methane (together referred to as “total organic compounds” or “TOC”) from equipment leaks at refineries, chemical plants, and facilities loading and storing organic liquids in bulk quantities in the Bay Area. Further emissions reductions of TOC are needed to ensure progress towards attainment of ambient air quality standards, reduce climate pollutant emissions, and reduce public health impacts from toxic compounds and ozone exposure.

**TECHNOLOGY IMPLEMENTATION OFFICE  
A. FOURNIER, OFFICER**

The mission of the Technology Implementation Office (TIO) is to provide financial incentives, technical services, and matchmaking support that speed the development and deployment of climate technologies in the Bay Area and beyond.

**Climate Tech Finance**

Climate Tech Finance increases access to capital for entrepreneurs, small businesses, and local governments to reduce greenhouse gas emissions. The program uses innovative financial instruments to encourage commercialization and adoption of low-carbon technologies. Our products are offered through a unique partnership between the Air District and the California Infrastructure and Economic Development Bank (IBank). ([www.ctf.baaqmd.gov](http://www.ctf.baaqmd.gov))

To support climate technology development, the Climate Tech Finance program offers a first-of-its-kind loan guarantee. This de-risking insurance will pay a commercial lender up to 80% of a loan value, to a maximum of \$5 million, in case of a default on a loan made to a technology venture bringing new climate tech to market. This loan guarantee enhances the credit of technology startups and increases their access to working capital that can fuel their growth. The Air District markets and develops these loan guarantees in close cooperation with Financial Development Corporations (FDC) throughout California, affiliates of IBank.

To date, fifteen companies have received \$36M in banks' loans with the support of Climate Tech Finance loan guarantees. These companies specialize in the development and commercialization of innovative clean energy technologies and zero-emission mobility solutions in the Bay Area and California.

Staff and the FDCs continue to support the advancement of loan applications of qualified projects and to identify other prospects across industrial sectors. This includes prospective borrowers developing solutions in circular economy, energy storage, zero-emission infrastructure, mobility, construction, data center spaces, and advanced energy efficiency.

Companies accepted into the Climate Tech Finance Program who completed the Air District's Initial Evaluations for Q2 2024:

- Landi Renzo

During the second quarter, our staff handled 24 intake calls, originating from various sources including direct website visits, referrals from IBank or our FDC partners, and individuals contacting staff through LinkedIn.

### **Clean Air Centers**

Clean Air Centers is part of a statewide initiative under Assembly Bill 836: Wildfire Smoke Clean Air Center Incentive Program for Vulnerable Populations (Wicks, Chapter 393, Statutes of 2019) to establish a network of publicly accessible facilities with high-efficiency air filtration systems for people who may not otherwise have access to clean air during wildfire events. The grant program will allow counties to apply directly for facility ventilation upgrades and for purchasing portable air cleaners and air filter replacements.

The Air District received \$3 Million (M) in program and administrative resources to implement Clean Air Centers; California Air Resources Board (CARB) is administering the program. The Air District collaborated with CARB to develop the funding guidelines and executed a contract with CARB in July 2021 to begin program implementation.

The Air District conducted two solicitations that resulted in applications for 1,204 portable air cleaners and two (2) HVAC upgrades, totaling \$3.3M in funding, greater than the \$3M grant award. The Air District will be unable to fund 1 HVAC upgraded budgeted at \$690K and will use funds towards the purchase of more portable air cleaners. CARB has reviewed and approved the applications. The Air District finalized contracting with applicants in May 2023 and have begun implementation for the following Grantees:

1. County of Alameda on behalf of its Alameda County Health Care Services Agency – Office of Homeless Care and Coordination
2. City of Benicia
3. Contra Costa County – Contra Costa Health Services
4. Contra Costa County – Library
5. Napa County Office of Emergency Services
6. City of Oakland
7. City and County of San Francisco – Department of Emergency Management
8. County of San Mateo - Department of Emergency Management

- 9. Solano County Department of Library Services
- 10. County of Sonoma – Department of Emergency Management

As of August 6, 2024, the program has delivered 1,544 portable air cleaners with filter replacements and is undergoing an HVAC upgrade for the Pinole Library in Contra Costa County.

**Clean Cars for All**

Clean Cars for All (CCFA) incentivizes income-qualified households to replace older, higher-emission vehicles with a newer, cleaner vehicle or mobility options (e.g. public transit passes or e-bikes) ([www.baaqmd.gov/cleancarsforall](http://www.baaqmd.gov/cleancarsforall)). CCFA relaunched on March 1, 2024, with expanded eligibility to all Bay Area zip codes and increased incentive amounts. The program is currently open and accepting new applications.

The Air District most recently executed grant number G23-CC4A-03 on May 14, 2024, for an additional \$3.4 million in CCI funding to continue administering the program. To date, the Air District has received \$76.4M in program and administrative funding to implement CCFA. CCFA funding comes from the Transportation Fund for Clean Air and CARB funds, which include funding from California Climate Investments (CCI), Volkswagen Settlement (VW), Air Quality Improvement Program (AQIP), and General Funds.

Staff also coordinated with external auditors to provide requested CCFA information for projects funded under Fiscal Year (FY) 2016-2017 through 2021-2022 contracts. The review is a part of a larger audit of all CARB funded incentive programs at the Air District.

**Key program highlights include**

As of June 30, 2024, 7,691 applications have been submitted since the program opened in March 2019, and 5,051 awards have been made (totaling over \$42.4 million). 4,082 grantees purchased replacement vehicles, 110 grantees selected PEX cards for public transit and other mobility options, 493 grantees have requested or installed a home charger or purchased a portable charger.

Of the clean transportation options selected to date, 36% were battery electric vehicles (BEV), 31% were plug-in hybrid electric vehicles (PHEV), 28% were conventional hybrid vehicles, 2% percent were hydrogen fuel cell electric vehicles (FCEV), and 3% were mobility option.

**Clean Cars for All Program Key Performance Indicators (KPI)**

<b>Clean Cars for All Program KPI Totals to Date (2019-2024)</b>	
Total budget	\$76.4M
Total available	\$21.4M (i.e. not awarded)
Applications received	7,691
Funds awarded	\$42.4M / 5,050 grantees
Funds paid	\$33.8M / 4,391 payments
<b>Clean Cars for All Program KPI Totals During Q2 of 2024</b>	
Applications received	793
Funds awarded	\$3.7M / 388 grants
Funds paid	\$1.1M / 148 payments

### **Charge! Program for Electric Vehicle (EV) Infrastructure**

The Charge! Program provides grants to install light-duty electric vehicle charging infrastructure and is focused on expanding the coverage of charging stations, particularly at multi-family housing and in Priority Population Areas as defined by CARB. ([www.baaqmd.gov/charge](http://www.baaqmd.gov/charge))

The next Charge! program is anticipated to reopen in early 2025, with \$15 million in funding from the Federal Highway Administration’s Charging and Fueling Infrastructure Discretionary Grant Program (CFI). Staff are working on updating program guidance documents to incorporate federal requirements and hope to release the guidance documents for public comment in fall 2024.

Staff continue to administer and monitor current Charge! Program projects for compliance.

### **Outreach and Partnerships**

TIO organizes the Bay Area EV Coordinating Council and convenes quarterly networking, coordinating, and information sharing events for public agencies, companies, and non-profit organizations to accelerate EV adoption in the Bay Area. The EV Council’s Funding Navigator Working Group held meetings on April 18<sup>th</sup> and May 30<sup>th</sup>. The planning team met with the EV Council’s Steering Committee on May 13<sup>th</sup> in preparation for the next general EV Council meeting, scheduled for September.

**OFFICE OF DIVERSITY, EQUITY, AND INCLUSION  
T. WILLIAMS, DIRECTOR**

### **Air District Demographics**

During the second quarter of 2024, the Office of Diversity, Equity, and Inclusion (the Office) updated its demographic analysis report that includes all Air District employees by race/ethnicity and gender compared to the Bay Area working age adults ages 18-64. Below is a snapshot of the demographic data:

Ethnicity/Race - All Air District			Ethnicity/Race - Non-Management		
	Bay Area			Bay Area	
American Indian/Alaskan Native	0%	1%	American Indian/Alaskan Native	1%	1%
Asian	41%	24%	Asian	43%	24%
Black or AA	6%	5%	Black or AA	6%	5%
Hispanic or Latino	10%	20%	Hispanic or Latino	11%	20%
Other/Unknown	3%	4%	Other/Unknown	3%	4%
White	40%	47%	White	36%	47%
Ethnicity/Race - Management			Ethnicity/Race - Exec. Mgmt (Director/Officers & above)		
	Bay Area			Bay Area	
American Indian/Alaskan Native	0%	1%	American Indian/Alaskan Native	0%	1%
Asian	34%	24%	Asian	26%	24%
Black or AA	7%	5%	Black or AA	7%	5%
Hispanic or Latino	5%	20%	Hispanic or Latino	15%	20%
Other/Unknown	2%	4%	Other/Unknown	0%	4%
White	53%	47%	White	52%	47%
Gender - All Air District		Gender - Staff (Non-Management)			
	Bay Area		Bay Area		
F	44%	50%	F	43%	50%
M	56%	50%	M	57%	50%

Gender - Management		Bay Area	Gender - Executive Management		Bay Area
F	47%	50%	F	52%	50%
M	53%	50%	M	48%	50%

+/- 1% due to rounding

### **Events/Activities**

During Q2, the Office collaborated with our partner agency, the Metropolitan Transportation Commission, to design and participate in various events and activities in recognition of cultural pride months, including Asian American & Pacific Islander Heritage Month in May and LGBTQ+ Pride Month in June. These initiatives aim to contribute to a more vibrant, inclusive, and engaging workplace culture, while also fostering collaboration, innovation, and employee well-being.

The Office led the Agency’s second formal Heart of the Air District Volunteer Program event in April in celebration of Earth Day. Various employees participated in cleanup events at the San Francisco Presidio. These events encourage camaraderie and the concept of one Air District.

### **Communications/Newsletter**

The Office continued to provide educational and informational content on the Public Bulletin Board and within the Air District Employee Newsletter. Communication covered a range of topics and events, such as employee volunteer opportunities within the community, updates and highlights from the Board and Committees, World Autism Day, Earth Day, Passover, Asian American Pacific Islander Heritage Month, and LGBTQ+ Pride Month.

**COMMUNITY ENGAGEMENT AND OUTREACH PROGRAMS  
S. PEESAPATI, OFFICER**

### **Community Engagement and Outreach Programs**

#### **Bayview Hunters Point (BVHP) / Southeast San Francisco (SESF) AB 617**

April 16, 2024:

- The BVHP/SESF CSC had its fourth meeting (in-person only) at the Southeast Community Center Alex Pitcher Room at 1550 Evans Ave, San Francisco. In attendance were 12 CSC members; 12 representatives from CARB, BAAQMD, and City/County of SF; six (6) staff from the co-lead CBOs, four (4) from En2Action, three (3) from the technical advisory group, and 8 interested members of the public
- The CSC ratified its charter and engaged in a mapping activity to begin gathering community expertise on locations of sensitive populations and emissions concerns. The community boundary was discussed but has not been finalized

April 22, 2024:

- The Air District hosted an interagency meeting on Microsoft Teams about work being done in Bayview-Hunters Point. The meeting was facilitated by Suma Peesapati. In attendance were representatives from the Air District, EPA region 9, CARB, DTSC, OEHHA, City and County of San Francisco, the Port of San Francisco, and the US Navy

May 21, 2024:

- BVHP/SESF CSC Meeting #5 was held in-person at the Southeast Community Center, 1550 Evans Ave, SF from 5 pm to 7:30 pm. Agenda items included:
  - Community Mapping
  - Question and Answer Review
  - Introduction to Plan Vision and Principles

June 18, 2024:

- The BVHP/SESF CSC held their sixth meeting from 5 pm – 7:30 pm at 1550 Evans Ave, SF. Agenda included a report back on the last CSC meeting, a change to the Co-Chair leadership team, discussion of the list of permitted and unpermitted facilities in BVHP/SESF, and a presentation of the elements of a Community Emissions Reduction Plan from CARB staff

June 24, 2024:

- The BVHP/SESF subcommittee on Sources, Emissions, and Data Gaps (SEDG) held their first meeting via Zoom. They requested additional information about enforcement activities and emissions in BVHP/SESF from Air District Staff

### **East Oakland AB 617**

April 11, 2024:

- CSC meeting from 6 pm - 8 pm focused on Staff answering questions from CSC #17 and CSC members developing focus areas and strategy solution statements for the CERP

May 9, 2024:

- CSC meeting from 6 pm – 8 pm at Youth Uprising in East Oakland focused on CSC members gaining insights and knowledge from a panel of West Oakland and Richmond CSC members on their CERP processes. This was moderated by Co-Chair Mykela Patton. CARB provided an overview of their authority and strategies, related to mobile sources of air pollution, example strategies from other CERPs before CSC members divided into small groups to work on developing strategy solution statements for the Transportation and Mobile Sources focus area

June 8, 2024:

- Staff and CSC members attended an Oakland Airport Tour, hosted by Colleen Liang from the Port of Oakland and CSC members, to learn more about the various sites, including plans for expansion and equipment and air quality improvement plans

June 13, 2024:

- The CSC held its 20th meeting from 6 pm – 8 pm at the Youth UpRising campus, 8711 MacArthur Blvd, Oakland. In the meeting, the CSC celebrated Juneteenth, and Co-Chair Mykela Patton introduced a video that provides a deeper understanding of the intersectional history of environmental justice. The CSC focused on Commercial and Industrial Sources at this meeting. Stephen Reid from AIM, delved into the Permitted Emissions Inventory Report, highlighting the top 10 sources of concern in East Oakland. Gustavo Gutierrez, from CBE, shared the success of a community-led campaign to address industrial pollution, which led to the shutdown of the AB&I Foundry. The CSC then engaged in two breakout activities to use the Emissions Inventory Report and brainstorm and develop Concern and Strategy Statements within the Commercial and Industrial Sources Focus Area. After the breakout activities, three CSC members debriefed their experience at the Argent Materials Facility Tour and handed out a list of outstanding questions for Argent Materials

June 26, 2024:

- The 35th Path to Clean Air CSC meeting was held at Richmond HQE in a hybrid format. CSC members received a presentation from CARB staff on “CARB’s approval process of the CERP and CARB’s Role and Approach in Implementation” and a presentation from Air District staff on “Overview on preparing for Implementation and establishing internal systems”

### **Richmond/San Pablo AB 617**

April 18, 2024:

- On April 18, 2024, a special meeting was held with PTCA (Path to Clean Air) CSC members to discuss the Community Air Quality Fund pertaining to the Rule 6-5 Settlement Agreement with Chevron

April 22, 2024:

- The Draft Final PTCA Plan was presented to the Community Equity Health and Justice Committee. The CEHJ Committee unanimously voted to recommend to the Board of Directors that the Board (i) adopt the Draft Final PTCA Plan and (ii) approve the determination that adoption of the Draft Final PTCA Plan is exempt from the California Environmental Quality Act (CEQA)

April 26, 2024:

- The Air District and the CSC leads will meet with Sunflower Alliance and CBE to discuss their respective public comments submitted in January and provide a deeper conversation on approach and process

May 1, 2024:

- Staff presented the Path to Clean Air Plan to the Air District’s Board of Directors (BOD). The BOD voted unanimously to (i) adopt the Draft Final PTCA Plan and (ii) approve the determination that adoption of the Draft Final PTCA Plan is exempt from the California Environmental Quality Act (CEQA). The Plan now moves to CARB’s executive officer for review and approval

May 16, 2024:

- CSC Leads held the first kick-off meeting with Air District staff to discuss roles and responsibilities, establish working relationships, discuss priorities and immediate urgent activities

May 20, 2024:

- Held first hybrid PTCA CSC meeting of the year at Richmond HQE. The meeting agenda focused on three critical areas:
  - Update on Rule 6-5 as it relates to Flaring and the flaring minimization plan
  - CSC insights and feedback on improving meetings, communication and engagement
  - Vote to approve the Fuel Refining Ad Hoc letter to Chevron in response to Chevron’s public comment (January 19, 2024)

May 29, 2024:

- Air District staff, CSC Fuel Ad Hoc met with Chevron at HQE to discuss Chevron’s comment letter submitted on January 19, 2024, in response to the PTCA Plan

June 24, 2024:

- CSC meeting at Richmond HQE, agenda items included:
  - Reporting out on CSC Team Building exercise (May 20th)
  - Presentation from CARB on CARB’s approval process of the CERP

- Role / approach to implementation presentation from Air District on preparation for implementation and establishing internal systems

### **West Oakland AB 617**

April 10, 2024 – 18, 2024:

- The Air District core team made progress on the five-year progress report by meeting with Air District divisions (Rules, Engineering, SID and AIM), Port of Oakland Staff and CARB staff to discuss approaches to the strategy evaluation for strategies categorized as "not started" and "slow progress"

May 1, 2024:

- The WOEIP hosted a working session at the Center in Hoover-Foster. The session focused on the West Oakland Air Quality monitoring network – covering the types of monitors the network uses, preliminary data results, and potential new sites to include

May 29, 2024:

- Air District Staff met with WOEIP, the meeting focused on recapping approach to strategy evaluation and updates, community descriptions, confirming health data provided by county and an overview of data limitations (i.e., related to health)

June 5, 2024:

- Air District presented at the CSC meeting on approach to emission inventory i.e., part of the 5 Year annual report and a deep discussion with CSC on strategy evaluation and a closer look at strategies that have not progressed. The June CSC meeting is part of a three-part discussion that runs through August

June 28, 2024:

- Air District staff met with WOEIP leadership reviewed and confirmed revisions to the WOCAP partner strategy evaluation process. Staff scheduled a follow-up meeting with WOEIP to review the strategies in July

### **Community Advisory Council**

April 9, 2024:

- Member Selection Ad Hoc Committee met and selected candidates for recommendation to the CAC, CEHJ, and the Board
- Council Member Hanna Mendoza has resigned from the CAC

May 16, 2024:

- CAC Meeting in Oakland with the following agenda items:
  - CAC Co-Chair Election (Kevin Jefferson and Mayra Pelagio were elected as Co-Chairs)
  - CAC New Member Selection (Sejal Babaria and Patrick Messac were recommended for the 2 Alameda County seats and Dominick Ramirez for the Youth seat) will be moved to CEHJ meeting in June

June 12, 2024:

- Staff presented the following agenda items for the CEHJ meeting:
  - Approval of new CAC Council Members
  - CAC Update from March 21, 2024, and May 16, 2024, meetings, with an introduction of the newly elected Co-Chairs

- CAC bimonthly meeting moved by one week to July 25, 2024, at 6 pm at Beale St. The agenda will consist of:
  - C&E Ad Hoc Selection (action)
  - CBF Ad Hoc presentation (informational)
  - Strategic Planning update (informational)

### **Home and School Air Filtration Program**

- Staff shared information about the new air filtration units offered through the Home Air Filtration Program Partners
- Staff reached out to partners about the new air filtration devices selected through the recent RFQ and about placing more air filtration orders

### **James Cary Smith Community Grant Program**

April 4, 2024:

- Air District staff led a tour of 375 Beale Street in Spanish for community leaders involved in Brightline Defense's James Cary Smith Community Grant project. The tour included discussion of the history, regulatory authority, and jurisdiction of the Air District

April 10, 2024:

- Air District staff presented via Zoom to a group of students at Burlingame High School who work with JCS grantee Strategic Energy Innovations. The presentation included an overview of air quality, the Air District, how to get involved, how to find green jobs, and the Marie Harrison Community Foundation scholarship

May 14, 2024:

- Air District staff, with Christine Selig Associates, hosted a Public Funding Workshop designed to demystify public funding to help community groups assess their interest, capacity and fit for applying for federal and state grant opportunities. The workshop was open to the public and discussed where to access pro bono resources, tools, and technical assistance. Loren Halili of the Center for Community Energy and Environmental Justice at SDSU also shared information and resources. Thirty-nine attendees joined the workshop, including 14 staff from ten current/ recent James Cary Smith grantee organizations

May 21, 2024:

- Year 3 Grantee Kickoff Event. Staff held a Zoom event for James Cary Smith community grantees to share information about Year 3 of the grant program, identify collaboration opportunities, discuss evaluation of the program, and learn about Bay Air Center resources. This is the final year of a 3-year cycle. Twenty-eight staff from 19 funded organizations participated

June 10, 2024:

- James Cary Smith Grantees and staff participated in a Grantee Coalition meeting via Zoom. Fifteen individuals from 13 funded organizations discussed community capacity-building approaches, community outreach worker models, federal funding opportunities, and resource-sharing. The coalition, which meets quarterly, aims to increase peer-to-peer collaboration and amplify grantee efforts to improve the health of impacted communities

**Marie Harrison Youth Scholarship Program**

Year 2 of the MH EJ Scholarship, which provides a \$5000 scholarship for college students, has been launched, the application is now open until May 31, 2024. The application is available at [bit.ly/MHEJ2024](http://bit.ly/MHEJ2024)

**STRATEGIC INCENTIVES DIVISION  
K. SCHKOLNICK, DIRECTOR**

**Key Performance Indicators** for second quarter (Q2) period of April 1, 2024, through June 30, 2024.

<i>Project Activity</i>	<i>Qty.</i>	<i>Q1 Amount</i>
New Applications Evaluated	57	\$15,907,328
New Contracts Executed	32	\$12,420,670
Approved Changes to Projects (Contracts Amended)	27	\$1,475,770
Grantee Payments Processed	25	\$7,077,004.47

**Incentive Program Activities Overview**

As of June 30, 2024, more than \$750 million in state and local revenues for incentive programs are being actively managed, including approximately \$100 million in new revenue that will be awarded to eligible projects in 2024, and \$650 million that was previously awarded to projects over the past 10 years that is still being actively managed. Routine administrative activities include the evaluation of applications received, preparation of recommendations for approval of eligible projects, drafting of contracts for approved projects, inspection of existing (baseline) and new (funded) equipment, processing of reimbursement requests for approved project equipment, submission of disbursement requests and progress reports to funding sources (e.g., CARB), participation in and coordination of public and stakeholder meetings and events, monitoring of projects that are in the operational phase for up to 10 years, close out projects that have completed their contractual obligations, and taking enforcement actions for non-compliant projects.

For the award of new funds, staff conduct region-wide and focused outreach targeting fleet owners who operate eligible equipment in the Bay Area's AB 617 communities and other overburdened areas to maximize emissions reductions in those areas. Staff also work to encourage the adoption of zero-emission equipment and infrastructure where possible.

Staff continue to provide input on changes to state program guidelines which is critical for ensuring programs are responsive to a changing economy that is rapidly moving toward zero-emission technology, while continuing to provide real emissions reductions in and around overburdened communities.

## **Key Program Updates, Accomplishments, and Milestones**

### **Heavy-duty Diesel Emissions Reductions Grant Program**

In cooperation with the CARB, the Air District administers revenues and guidelines that are established by CARB for the following programs and grant revenue sources:

- **Carl Moyer Program (CMP)**
- **Community Air Protection Incentives (CAP)**
- **Mobile Source Incentive Fund (MSIF)**
- **Funding Agricultural Replacement Measures for Emission Reductions (FARMER)**

These programs provide funding to reduce emissions from existing heavy-duty engines, primarily in the mobile source sector, including on-road trucks and buses, school buses, off-road, agricultural, marine equipment, and locomotives by replacing these with newer, cleanest available equipment, including zero-emission equipment and supporting infrastructure. Applications are accepted through an online application portal and evaluated under the state approved guidelines for each funding source.

On April 11, 2024, the Air District closed its Year 25 solicitation that accepted applications on a first-come, first-served basis since opening in November 2023, for heavy-duty vehicle and equipment replacement projects and supporting zero-emission infrastructure. Over \$82 million was available for projects where emission reductions benefit the Air District's most impacted communities and up to \$8 million was available for upgrading agricultural equipment that is operated within the Air District's jurisdiction. During this quarter staff worked to evaluate the last wave of applications received and aim to finalize recommendations by the end of summer.

Staff also worked to develop a new Electric Charging Infrastructure solicitation offering \$5 million for projects that will support the accelerated deployment of medium and heavy-duty fleets that opened on June 10<sup>th</sup>. Staff will bring a ranked list of projects to the Committee and Board for consideration of awards later this year. Staff also continued to meet with CARB and other air districts to provide input and suggested updates to improve the State's CMP, FARMER, and CAP Incentives program guidelines.

### **Transportation Fund for Clean Air (TFCA)**

Funded through a \$4 surcharge on motor vehicles registered within the nine Bay Area counties to implement projects that reduce on-road motor vehicle emissions within the Air District's jurisdiction. Sixty percent (60%) of these funds are awarded directly by the Air District's Regional Fund and are primarily used to fund zero-emission equipment and infrastructure projects, such as electric school buses and publicly available electric vehicle charging stations. The other forty percent (40%) is passed-through and awarded by the nine designated Bay Area agencies.

As of July 1st, over \$33 million in TFCA Regional Funds are available for eligible on-road projects, including the replacement of older and dirty medium- and heavy-duty trucks, transit buses, and school buses with zero emission alternatives. In the fall of 2024, staff will open and promote this funding opportunity to eligible applicants, complete outreach including a webinar for school districts on funding for school buses, and answer questions to potential applicants. Staff also coordinated with external auditors during this quarter on the TFCA audit, with a plan to bring it to the Policy, Grants and Technology Committee in the Fall of 2024.

Staff also continued to coordinate and collaborate with the county representatives who administer the TFCA 40% funds. These activities include providing programmatic and technical support, facilitating workgroup meetings, and receiving input to inform future policy updates. Staff also worked to coordinate and participate in requested meetings between representatives of the Air District's Community Advisory Council members and transportation agencies who administer the 40% funds locally.

### **Proposition 1B Goods Movement Program (GMP)**

The GMP is a partnership between the CARB and local agencies that was created in 2008 that works to reduce diesel emissions and health risk from freight movement vehicles and equipment that operate along the California trade corridors by providing grants to vehicle and equipment owners for upgrades and replacement of diesel trucks, locomotives, transportation refrigeration units (TRUs), cargo handling equipment, and for the installation of shore power equipment. Grants have been awarded through a competitive process whereby the Air District evaluates applications and generates a ranking list based on the state-adopted guidelines, and CARB provides oversight and approval of recommended projects. During this quarter, staff continued to monitor and close out previously awarded projects, submit quarterly reports to CARB, and reimburse grantees for completed projects. Staff are currently evaluating the results from the six prior solicitation cycles since 2008 and are working with CARB on options for use of remaining funds resulting from project fall-out that accelerated between 2020 and 2023.

### **Volkswagen (VW) Environmental Mitigation Trust Fund Program**

The VW Environmental Mitigation Trust is a national program that in California will award approximately \$360M between 2020 and 2025 statewide to eligible projects that mitigate the excess nitrogen oxide emissions caused by VW's use of illegal emissions testing defeat devices. Under contract to CARB, the San Joaquin Valley, South Coast, and Bay Area air districts are each administering a portion of the VW Program funding, with the Bay Area Air District responsible for administering two VW-funded programs on a statewide basis:

- \$10 million for the installation of new public light duty vehicle infrastructure (LDI), including electric and hydrogen fueling stations
- \$70 million for the scrap and replacement of heavy-duty forklifts, airport ground support equipment, port cargo-handling equipment, engines of marine vessels, and the installation of shore power systems for ocean going vessels to be awarded in two installments through the Zero-Emission Freight and Marine (ZEFM) Program

**Key highlights from the VW programs administered by the Bay Area Air District include:**

#### **LDI – Hydrogen-Fueling Stations**

\$5 million was awarded under a contract with the California Energy Commission (CEC) through a competitive solicitation that closed on May 22, 2020. On December 9, 2020, the CEC approved the award of \$5 million in VW funds comprised of awards of \$1 million each to build five new hydrogen stations in California, including two that will be in the Bay Area. Construction was completed for one station in October 2023. During this period, staff continued to coordinate with the CEC and routinely met with representatives from other state agencies that provide funding for hydrogen

projects and with project partners to discuss the progress and status of construction on the funded stations.

### **LDI – Electric Vehicle (EV) Stations**

A competitive solicitation offering the available \$5 million was conducted May 11 through August 18, 2021. Eighteen applications were received by the deadline requesting over \$40 million. To date, the Air District has executed contracts with grantees for \$5 million. During this period, the Air District received notice that one grantee is declining \$1.026 million in funding. The Air District updated the rank list and reallocated these funds. Once all agreements are finalized, the total funds awarded will be \$4.9 million and the total number of grantees will be eleven.

### **ZEFM Program**

On February 28, 2024, staff closed solicitation #4 that opened on August 22, 2023, offering up to \$20 million in remaining funds from the first installment of \$35 million. Applications were accepted statewide on a first-come, first-served basis. During this quarter, in addition to reviewing project applications, contracting with grantees, making payments and other daily project administration work, staff continued working with CARB to amend the VW Mitigation Action Project Agreement to incorporate changes approved by CARB and that allows the Air District to request disbursement from the second \$35 million installment and award out those funds.

### **Zero-Emission Hydrogen Ferry Demonstration Project**

This project, funded by CARB in 2018 and administered by the Air District, aims to demonstrate the feasibility of hydrogen fuel-cell technology for use in the commercial maritime industry by deploying a zero-emission hydrogen ferry in the San Francisco Bay. The ferry construction in Seattle was completed by early 2023 after which it was brought to the San Francisco Bay in March 2023 to begin process for obtaining approvals from the Coast Guard for sea trial testing. During this period, staff continued to monitor the project's status and host meetings with CARB and other project partners and worked on the final report to CARB.

### **Ocean-Going Vessel (OGV) At-berth Remediation Fund Program**

A Memorandum of Understanding (MOU) between CARB and the Air District was signed in early 2024, designating the Air District as Fund Administrator for the Remediation Fund within the jurisdiction of the Air District. The CARB-adopted OGV At-Berth Regulation provides an additional compliance option that may be used under limited circumstances to remediate emissions from ocean-going vessels by making payments into a remediation account established by the Fund Administrator. The Fund Administrator must award those monies to eligible projects in communities impacted by excess emissions from vessels at berth. The term of this MOU is five years and will automatically be renewed for a five-year term unless terminated sooner. The Air District Board of Directors authorized the Air District to serve as the Fund Administrator for the Bay Area region and participate in the Remediation Fund program on October 19, 2022. This quarter, staff worked with CARB and Air District Finance staff to finalize payment instructions for regulated entities. Staff also established procedures and systems to receive and track payments approved by CARB.

**METEOROLOGY & MEASUREMENT DIVISION  
R. CHIANG, DIRECTOR**

**Air Quality Forecasting**

	<b># of Days</b>	<b>Dates</b>
Spare the Air alerts called for ozone	0	
Spare the Air alerts called for PM <sub>2.5</sub>	0	
Exceedances of the national 8-hour ozone standard (70 ppb)	0	
Exceedances of the national 24-hour PM <sub>2.5</sub> standard (35 µg/m <sup>3</sup> )	0	

During the second quarter of 2024, there were no Spare the Air calls for ozone or PM<sub>2.5</sub> and no exceedances of federal air quality standards. Frequent low-pressure systems moved through California, producing a few days of rain, but mostly persistent onshore winds, keeping pollutants dispersed throughout the quarter.

**Laboratory**

During the second quarter, the Laboratory continued recovery activities after the malware attack on the Air District including:

- Completed upgrades of all but one instrument workstation; the exception is slated to be replaced during FYE2025 and will remain off the network pending replacement
- Recovered Ion Chromatography (IC) data from old workstation
- Completed upgrade of Laboratory Information Management System including coordinating with ISD for necessary modifications to individual team members' computers
- Filled the Temporary Air Quality Chemist position requested to assist with recovery tasks
- Backfilled the sample and quality control data from the gravimetry programs that reverted to manual procedures into the relevant databases
- Began review of backfilled data

In addition to the recovery activities above and routine and analyses in support of fixed site ambient air monitoring programs for the Air District, North Coast Air Quality Management District, and Monterey Bay Air Resources District, during the second quarter, the laboratory:

- Resumed progress on divesting from legacy data systems
- Provided guidance and input to Engineering and Compliance and Enforcement regarding laboratory test methods and reports associated with permits
- Placed order for new Organic Carbon/Elemental Carbon (OC/EC) Analyzer
- Continued laboratory-wide Standard Operating Procedure revisions
- Acquired the supplies and brought a new method online to support Source Test actions following the infrastructure failure at Richmond Parkway and began processing samples

## **Regulatory Air Monitoring – Operations**

### **Napa Site Relocation**

Air District staff worked with Napa County officials to identify potential host partners within Napa County.

### **Livermore-Portola (Photochemical Assessment Monitoring Station Required Site)**

District staff continue with contract preparation for a new meteorological tower

### **Air Monitoring in Communities Near Refineries**

In June 2024, AM-Operations completed the initial phase of instrument and data acquisition installations, calibrations, and building out the Benicia air monitoring station. In collaboration with AAQA and AMPT, the Benicia station began reporting to the public via the District Air Data website on July 1, 2024.

[In May 2024, AAQA and AMO conducted preliminary site walks of city identified locations \(with limited access\) in Martinez. Of the sites visited, MM requested additional support to gain access to the Martinez Reservoir and additional information on the city owned property adjacent to John Muir Elementary. Logistics.](#)

### **Community Air Monitoring**

Ongoing work preparing and maintaining the monitoring platforms to ensure readiness for field deployment in support of upcoming work in East Oakland, as well as other communities. Set up and installed new data acquisition system in the air monitoring van. Continued cleaning up QA/QC documentation and preparing for installation of instruments and upgrades to power systems in our upcoming PM focused portable monitoring van. Identifying vendors to assist with infrastructure, power, and security upgrades to our monitoring vans. Procurement and receiving of air quality monitoring instruments purchased through an EPA Inflation Reduction Act grant to the Air District. Continued coordinating with Facilities team, on work to upgrade security, electrical, and dust proofing in our West Oakland field office.

### **Performance Evaluation**

All gas analyzers and particulate samplers were found to be operating within the Air District's established accuracy limits (26 monitoring stations, 77 parameters).

- o The section calibrated 18 of the Compliance & Enforcement Division's (18) TVAs (Toxic Vapor Analyzers)
- o Ground-Level Monitoring (GLM) audits of hydrogen sulfide (H<sub>2</sub>S) and sulfur dioxide (SO<sub>2</sub>) gas-analyzers were conducted at Phillips 66 and Martinez Refineries. All gas analyzers met the Air District's performance evaluation (audit) acceptance criteria except H<sub>2</sub>S at Shell Ave. Site technicians found the H<sub>2</sub>S analyzer at Shell Ave reading 7% low after their own verification. They performed maintenance and calibration on the analyzer. BAAQMD performed a follow up verification of the H<sub>2</sub>S analyzer with a passing result
- o A "start-up" audit was conducted at the Air District's new Benicia Air-monitoring Station on June 24, 2024 – June 25, 2024. All the parameters passed, operating within the Air District's established accuracy limits

- o The section is continuing the procedure of returning all flow, temperature, and pressure standards of the Performance Evaluation Section to private vendors and equipment manufacturers for recertification. Our auditing standards were previously certified by CARB's Standards Lab
- o In preparation for the EPA TSA, the section gathered all requested documents and uploaded them to the designated SharePoint location. Completed new Full Station Audit SOP which now includes the lower audit points. Completed TSA Checklist and uploaded to the SharePoint location for the audit
- o Regular departmental duties continued, including audits; report processing and review; database management; and equipment testing and maintenance

## **Air Quality Analysis**

### **Air Monitoring Planning and Data Analysis**

Metal recycling and the Radius Recycling (Schnitzer Steel) facility in West Oakland

- Briefed AD executive management and staff at bi-weekly meetings
- Coordinated with DTSC on a DTSC-required fenceline monitoring plan for Schnitzer Steel and additional analyses of air monitoring data related to the facility
- Participated in and prepared materials for meetings of the intra-agency Rapid Response Task Force that was formed in response to the August 9, 2023 – August 10, 2023, incident, including a meeting with WOEIP (May 13, 2024)
- Reviewed and provided comments on the Air District's metal recycling white paper
- Tracked state legislative proposals on fenceline monitoring and other measures related to metal shredding facilities

Refinery Fenceline Air Monitoring (Rule 12-15)

- Provided written comments to all five refineries on the most recently revised versions of their fenceline air monitoring plans and quality assurance project plans. The comments were accompanied by settlement offers prepared by Legal in consultation with AAQA

Major Stationary Source Community Air Monitoring Program (Schedule X):

- Coordinated with internal sections and executive management on the new Benicia-Fitzgerald multi-pollutant air monitoring site, including preparation for posting real-time data from the site to the Air District's website
- Completed and posted siting analyses and recommendations for expanded air monitoring near the Martinez Refining Company, Marathon, Phillips 66, and Chevron refineries for the Major Stationary Source Community Air Monitoring Program
- Conducted an initial scouting visit for identifying a location for a new multi-pollutant air monitoring site near the PBF-Martinez Refining Company refinery in Martinez

Continued to develop a draft framework for onboarding, prioritizing, and implementing additional community-driven local scale or source-oriented air monitoring projects, utilizing prior feedback from AB 617 communities, refinery corridor stakeholders, and the Community Advisory Council to drive the creation of criteria to ensure the Air District's use of air monitoring and technical support resources is aligned with previously shared community priorities and environmental justice principles

Completed and posted for public comment the draft 2024 Annual Monitoring Network Plan, which describes the Air District's air monitoring network for 2023 and lists proposed changes for the near future

Air monitoring network assessments:

- Prepared a draft assessment of the Air District's criteria gas monitoring network to help ensure alignment of the network with Air District programs, priorities, and resources
- Began preparing an assessment for the Air District's meteorological monitoring network

Prepared for and participated in a quarterly meeting (April 17, 2024) with EPA Region 9 on several topics, including status of the Air District's airport lead monitoring network, annual certification of air monitoring data, and the upcoming 2024 Technical Systems Audit, and a follow-up meeting (May 14) on airport lead monitoring

Attended the Air Sensors International Conference in Riverside, CA (April 30, 2024 – May 3, 2024)

Attended meetings with the Port of Oakland and West Oakland community stakeholders related to a Port of Oakland proposal for funding through EPA Clean Ports Program, and prepared a scope of work, letter of commitment, and other materials for Air District participation in the proposed work around review and analysis of air monitoring data

Developed exceptional event monitor-specific data for the application of informational wildfire exceptional events flags based on a data-driven screening of potential days that could be affected by wildfire smoke and developed a SOP that describes the method used for the screening and instructions on data flagging for use in future years

Led interdivisional effort to prepare and submit a proposal for EPA STAR grant funding for advancing accessibility and use of air monitoring data for overburdened communities

Coordinated effort to apply to two EPA IRA clean air act funding opportunities including project narratives for procuring equipment to update the regulator air monitoring network and monitors for short duration special projects to assess the impacts of fugitive dust

Kate Hoag attending the Supervisors' Learning Academy Training

### **AB 617 Program Support**

AB 617: Richmond-North Richmond-San Pablo Path to Clean Air:

- Attended meetings of the CERP Community Steering Committee and provided review and input for meeting materials as needed, including for the adoption of the CERP by the CEHJ board committee and for an Air District presentation on refinery flaring (April 22, 2024, May 20, 2024, and June 24, 2024)

AB 617: East Oakland CERP Development

- Attended the East Oakland CSC meetings (May 9, 2024, and June 13, 2024)

#### AB 617: Bayview Hunters Point CERP Development

- In coordination with internal colleagues and the CSC co-leads and co-chairs, developed materials describing the Community Mapping activities to identify air quality issues for the April, May and June CSC meetings, and presented at the April and May CSC meetings (April 16, 2024, and May 21, 2024)
- Participated in a ride-along led by Compliance & Enforcement with Community Engagement, Legal, and AIM staff and visited numerous known sources of air pollution in Bayview Hunters Point.
- Participated in the internal AB 617 workshop on community partnership in AB 617 designated communities

#### **Other Support on Air Monitoring and Data for Bay Area Communities and Stakeholders**

##### Eastern SF / Bayview-Hunters Point

- Participated in the BVHP EJ Task Force Meetings (April 17, 2024).

##### East Oakland

- ARP Enhanced Air Monitoring in Communities grant:
  - Executed grant agreements with UC Berkeley on April 16, 2024, and with Communities for a Better Environment (CBE) on April 26, 2024
  - Began recurring meetings with UC Berkeley and CBE to work on initial administrative deliverables including quality assurance and Institutional Review Board (IRB) documentation required by EPA
  - Continued work on air monitoring plan for mobile laboratory monitoring using information about air quality issues and emissions data from the AB 617 CERP Community Steering Committee work
- Bay Air Center
  - Executed contract renewal including a new Task Order to begin the Incident Response Particulate Sampling Program and associated community workgroup
  - Continued Bay Air Center support to CARB and EPA grantees
  - Ongoing collaboration on air quality resources with internal and external partners
    - Alameda County Library
    - School Presentations
  - Audited invoices to confirm spending by task order

#### **Technical Advising to Air District Divisions, the Board, and other agencies**

Participated in the Community Advisory Council EJ Ad Hoc Committee meetings and workshop on upcoming EJ priorities, particularly around improving the collection and use of air monitoring data (April 15, 2024, April 29, 2024, and May 13, 2024).

Present to the Board of Directors on the enhanced air monitoring proposal portion of the Incident Response Program improvements (April 3, 2024).

Present to the Community, Equity, Health, and Justice Committee on types of air monitoring and ways to work with communities to improve data accessibility (May 8, 2024).

Continued coordinating with CARB and EPA Region 9 on air monitoring data and exceptional events to prepare for initial area designations for annual PM<sub>2.5</sub>.

Naturally Occurring Asbestos Program Technical Support: Reviewed the monitoring design for two (2) new or revised Asbestos Dust Monitoring Plans.

Continued to provide support including recommending air monitoring provisions to Rule Development for revisions to rules controlling fugitive dust, emissions from metal shredders, and residential woodsmoke.

Interviewed by the Santa Clara University Law Clinic to describe how the Air District measures impact of air pollution in overburdened communities, how it addresses environmental justice issues, including through AB 617, and how it incorporates and supports community-driven air monitoring efforts (including the Bay Air Center).

Summarized availability of ambient and fence line air monitoring data related to Bay Area refineries to assist with an information and data request from researchers at UCLA.

Prepared a memorandum to summarize and contextualize Air District lead air monitoring data related to Reid-Hillview Airport in response to a request for information and data from the California Pilots Association.

Pertaining to a fire at the Sims Metals Management facility in Redwood City (May 22), provided input to the Communications Division and other internal stakeholders on potential air quality impacts from the incident based on available air monitoring data and assisted with response to media requests.

Prepared for and participated in a meeting of the Contra Costa Climate, Air Pollution, and Pregnancy Study (CC-CAPS) to provide input on air quality exposure metrics (May 28).

Coordinated with the Communications Division on providing air monitoring information for the Air District's Annual Report.

### **Source Test**

Evaluations and implementation of new measurement technologies and developed test procedures relevant to AB-617, Regulation 11-18 and emission inventory improvement.

Participated in oversight of the Regulation 12-15 fence line monitoring programs and review of hydrogen sulfide monitoring and quality assurance plans.

Continued CEMS compliance audits in partnership with the Compliance and Enforcement Division.

Partnered with Compliance and Enforcement Division on facility source test infrastructure and testing location investigations.

Responded to Richmond Parkway office flooding and assessed equipment and furniture damage.

Participated in Strategic Planning Workshops and Classification Study meetings.  
Finalized and posted South Bay Odor Attribution Study reports on Air District website.

Partnered with Compliance and Enforcement Division on priority compliance investigations.

Worked with Legal regarding ongoing settlement agreements.

Performed priority source test at the Tesla Fremont manufacturing plant.

Participated in Rules 11-10 and 13-5 implementation.

Attended quarterly Bay Area Clean Water Agencies workgroup meeting.

Attended WESTAR Monitoring Compliance Testing Training at SCAQMD headquarters in Diamond Bar, California.

Attended monthly EPA source testing guidance meetings.

Continued management review of Injury & Illness Prevention Plan (IIPP).

Continued development of source test prioritization system and review of current practices.

Source tests and routine duties performed:

- Finalized commencement of FTIR source test program and continued expansion of analysis software reference library
- Performance of source tests to determine emissions of precursor organic compounds, and toxic air contaminants
- Performance of source tests to determine emissions of particulate matter
- Performance of tests to assess the compliance status of gasoline cargo tanks, gasoline dispensing facilities, gasoline terminal loading and vapor recovery systems
- Evaluation of independent contractor conducted source tests to determine report acceptability, source compliance, and emission factor validity
- Evaluation of CEMS excess emission and monthly reports
- Evaluation of CEMS installations and ongoing compliance, including monitoring plan review and approval

Technical advising to Air District Divisions:

- Advice and guidance to Engineering on emission data interpretation, permitting handbook condition revisions, Rule 11-18 health risk assessments and air toxics, permit development, and facility annual emission reporting.
- Advice and guidance to Compliance and Enforcement and Legal on emission data interpretation, recommendations for further evaluation indicating potential violations, CEMS compliance audits, orders of abatement, and ongoing enforcement actions.
- Advice to the Rules Section on rule development and implementation efforts.
- Advice and meeting participation on AB-617 internal workgroups and knowledge gap analysis.

The leased offices on Richmond Parkway used by Source Test, Performance Evaluation, and Air Monitoring Operations teams were appreciably affected by a combination of roofing maintenance handled by the landlord and a large amount of rain. The building manager, management, and the Air District’s insurance company were contacted. Some equipment was affected, but measures were taken to try to eliminate as much moisture as possible. Equipment that was damaged and equipment that got wet but is still operational have been recorded and passed to the Facilities team who has been coordinating on the insurance claim. Operations were impacted due to waiting for instruments to dry out, coordinating with facility remediation teams, and needing to change operations due to instruments being damaged, primarily for the Source Test team.

## **Recruitment News**

### **New Hires and Promotions**

Caroline Parworth – Temporary Air Quality Chemist

Alexander Dodd – Air Quality Meteorologist II

Marie Miller – Air Quality Engineer I

Alesso Morris - Intern

<b>EXTERNAL AFFAIRS</b> <b>L. FASANO, OFFICER</b>
------------------------------------------------------

### **External Affairs General**

Drafted sponsorship webpage text and the sponsorship forms. Upon internal approval, will send it to the Web Team to create the new page.

### **Commuter Benefits Program**

Staff continue to coordinate with MTC contract staff on updates and implementation of the Commuter Benefits Program Salesforce dashboard for enforcement tracking.

Staff reviewed and provided comments on the Commuter Benefits Program Strategic and Evaluation Plans and edits to the monthly reports.

### **Flex Your Commute**

Staff coordinating with Web Team on updates to the Flex Your Commute website before campaign relaunch. Adding photos and testimonials to webpages.

Staff work with our contractor to develop an advertising campaign for LinkedIn during the winter months as more employees return to the workplace.

### **Sponsorships**

- Air Sensors International Conference, April 30, 2024 - May 3, 2024
- The Climate Center (U.S. Climate Action Summit), April 22, 2024 – April 28, 2024
- Air & Waste Management Association, June 24, 2024 – June 27, 2024

<b>STATISTICS</b>			
<b><u>Administrative Services:</u></b>		<b><u>Human Resources:</u></b>	
<b>Accounting/Purchasing/Comm.</b>		Manager/Employee Consultation (Hrs.)	350
General Checks Issued	1233	Management Projects (Hrs.)	400
Purchase Orders Issued	602	Employee/Benefit Transaction	600
Checks/Credit Cards Processed	5290	Training Sessions Conducted (Group)	5
Contracts Completed	177	Training Sessions Conducted (Individual)	15
RFP/RFQ	4	Applications Processed	521
		Exams Conducted	16
<b><u>Executive Office:</u></b>		New Hires	28
APCO'S Meetings Attended	296	Promotions	8
Board Meetings Held (including Budget Hearing and CAF)	5	Separations	6
Committee Meetings Held	9	Safety/Wellness Administration	150
Advisory Council/Community Advisory Council Meetings Held	3	Inquiries	4000
Hearing Board Meetings Held	3		
New Variances/Appeals/Accusations Received	2		
		<b><u>Communications and Public Information:</u></b>	
<b><u>Information Systems:</u></b>		Responses to Media Inquires	76
New Installation Completed	22	Events Staffed with Air District Booth	17
PC Upgrades Completed	22		
Service Calls Completed	1046	<b><u>Community Engagement:</u></b>	
		Presentations Made	6
<b><u>Facility/Vehicle:</u></b>		Visitors	0
Request for Facility Service	39	Air District Tours	2
Vehicle Request(s)	75	Community Meetings Attended	23
Vehicle Maintenance/Service/Repair(s)	1/65		

<b>STATISTICS (cont'd)</b>			
<b><u>Compliance Assurance Program:</u></b>		<b><u>Compliance and Enforcement Division:</u></b>	
Industrial Inspections Conducted	378	<b><u>Enforcement Program</u></b>	
Gas Station Inspection Conducted	228	Violations Resulting in Notices of Violations	210
Open Burning Inspections Conducted	0	Violations Resulting in Notice to Comply	32
PERP Inspections Requested	184	New Hearing Board Cases Reviewed	3
PERP Inspections Conducted	0	Reportable Compliance Activity Investigated	167
BUGs Inspections Conducted	0	General Complaints Investigated	848
Mobile Source Inspections	0	Wood Smoke Complaints Received	193
Grant Inspections Conducted	10	Mobile Source Violations	0
SF Restaurant Complaints	18		
		<b><u>Compliance Assistance and Operations Program:</u></b>	
<b><u>Engineering Division:</u></b>		Asbestos Jobs Received	1436
Annual Update Packages Completed	1,057	NOA Plans Received	2
New Applications Received	191	NOA Plans Approved	3
Authorities to Construct Issued	150	NOA Inspections Conducted	122
Permits to Operate Issued (New and Modified)	43	Coating and other Petitions Evaluated	1
Permit Exemptions (Entire application deemed exempt)	0	Open Burn Notifications Received	302
New Facilities Added	66	Prescribed Burn Plans Evaluated	26
Registrations (New)	16	Tank/Soil Removal Notifications Received	20
Health Risk Assessments (HRA) Received	56	Compliance Assistance Inquiries Received	85
Health Risk Assessments (HRA) Completed	68	Green Business Reviews	0
		Refinery Flare Notification	10
<b><u>Meteorology Measurements &amp; Rules:</u></b>			
<b><u>Laboratory</u></b>		<b><u>Ground Level Monitoring (GLM)</u></b>	
Analyses Performed	1032	Apr. – Jun. Ground Level Monitoring SO <sub>2</sub> Excess Reports	0
Inter-Laboratory Analyses	0	Apr. – Jun. Ground Level Monitoring H <sub>2</sub> S Excess Reports	0

<b>STATISTICS (cont'd)</b>			
<b><u>Continuous Emissions Monitoring (CEM)</u></b>		<b><u>Meteorology Measurements &amp; Rules:</u></b>	
Indicated Excess Emission Reports Evaluated	39	<b>2nd Quarter 2024 Ambient Air Monitoring</b>	
Monthly CEM Reports Reviewed	92	Days Exceeding Nat'l 24-Hour PM <sub>2.5</sub> Std.	0
Indicated Excesses from CEM	30	Days Exceeding Nat'l 24-Hour PM <sub>10</sub> Std.	0
Field Accuracy Tests Performed	3	Days Exceeding State 24-Hour PM <sub>10</sub> Std.	0
		Days Exceeding the Nat'l 8-Hour Ozone Std.	0
<b><u>Source Test</u></b>		Days Exceeding the State 1-Hour Ozone Std.	0
Cargo Tank Tests Performed	0	Days Exceeding the State 8-Hour Ozone Std.	0
Total Source Tests	23		
Pending Source Tests	1	<b>Particulate Totals, Year to Date 2024</b>	
Further Evaluation Notices Recommended	18	Days Exceeding Nat'l 24-Hour PM <sub>2.5</sub> Std.	0
Contractor Source Tests Reviewed	4,563	Days Exceeding Nat'l 24-Hour PM <sub>10</sub> Std.	0
Outside Test Observed	27	Days Exceeding State 24-Hour PM <sub>10</sub> Std.	0
Further Evaluation Notices Recommended After Review	18		
Contractor Source Test Protocols Reviewed	55	<b>Ozone Totals, Year to Date 2024</b>	
Contractor Source Tests invalidated	42	Days Exceeding State 1-Hour Ozone Std.	0
Boiler Certification Reports/Applications Received	1	Days Exceeding Nat'l 8-Hour Ozone Std.	0
<b>2nd Quarter 2024 Agricultural Burn Days</b>		Days Exceeding State 8-Hour Ozone Std.	0
Apr.- Jun. Permissive Burn Days-North	75		
Apr.- Jun. No-Burn Days-North	16		
Apr.- Jun. Permissive Burn Days-South	75		
Apr.- Jun. No-Burn Days-South	16		
Apr.- Jun. Permissive Burn Days-Coastal	77		
Apr.- Jun. No-Burn Days-Coastal	14		

**These facilities have received one or more Notices of Violations**  
**Report period: April 1, 2024 – June 30, 2024**

<b>Alameda County</b>				
<b>Status Date</b>	<b>Site #</b>	<b>Site Name</b>	<b>City</b>	<b>Regulation Title</b>
4/22/2024	A3194	City of Alameda, Maint Serv Center	Alameda	Landfill Emission Control System Requirement
4/22/2024	A3194	City of Alameda, Maint Serv Center	Alameda	Failure to Meet Permit Conditions
4/29/2024	S735815	City of Alameda - Pump Station #24	Alameda	Failure to Meet Permit Conditions
6/10/2024	E5215	Twelve R&D Facility	Alameda	Failure to Meet Permit Conditions
6/10/2024	E5215	Twelve R&D Facility	Alameda	Failure to Meet Permit Conditions
4/15/2024	A3590	City of Berkeley/Engr Div/Public Works	Berkeley	Landfill Emission Control System Requirement
4/15/2024	A3590	City of Berkeley/Engr Div/Public Works	Berkeley	Standards of Performance for New Stationary Sources
4/10/2024	A3871	Caliber Collision Center	Berkeley	Failure to Meet Permit Conditions
4/10/2024	A3871	Caliber Collision Center	Berkeley	Organic Compounds; Motor Vehicle and Mobile Equipment Coating Operations
4/15/2024	A3590	City of Berkeley/Engr Div/Public Works	Berkeley	Landfill Emission Control System Requirement
4/15/2024	A3590	City of Berkeley/Engr Div/Public Works	Berkeley	Standards of Performance for New Stationary Sources
5/22/2024	S759399	Todd Wright	Berkeley	Asbestos; Schedule Changes and Updates
6/6/2024	00117	Chevron Station #90972	Berkeley	GDF Phase II Requirements
6/5/2024	E2881	Tesla, Inc	Fremont	Failure to Meet Permit Conditions
6/11/2024	A1438	Tesla, Inc	Fremont	Non-Compliance; Major Facility Review
6/11/2024	A1438	Tesla, Inc	Fremont	Non-Compliance; Major Facility Review
6/11/2024	A1438	Tesla, Inc	Fremont	Non-Compliance; Major Facility Review
4/12/2024	A1438	Tesla, Inc	Fremont	Non-Compliance; Major Facility Review
4/12/2024	A1438	Tesla, Inc	Fremont	Non-Compliance; Major Facility Review
4/12/2024	A1438	Tesla, Inc	Fremont	Non-Compliance; Major Facility Review
4/12/2024	A1438	Tesla, Inc	Fremont	Non-Compliance; Major Facility Review
4/18/2024	A1438	Tesla, Inc	Fremont	Non-Compliance; Major Facility Review
4/18/2024	A1438	Tesla, Inc	Fremont	Non-Compliance; Major Facility Review
4/18/2024	A1438	Tesla, Inc	Fremont	Non-Compliance; Major Facility Review
5/2/2024	A1438	Tesla, Inc	Fremont	Standards of Performance for New Stationary Sources
5/2/2024	A1438	Tesla, Inc	Fremont	Standards of Performance for New Stationary Sources
5/2/2024	A1438	Tesla, Inc	Fremont	Standards of Performance for New Stationary Sources
5/2/2024	A1438	Tesla, Inc	Fremont	Non-Compliance; Major Facility Review
5/2/2024	A1438	Tesla, Inc	Fremont	Standards of Performance for New Stationary Sources
5/2/2024	A1438	Tesla, Inc	Fremont	Non-Compliance; Major Facility Review
5/2/2024	A1438	Tesla, Inc	Fremont	Standards of Performance for New Stationary Sources
5/2/2024	A1438	Tesla, Inc	Fremont	Non-Compliance; Major Facility Review
5/2/2024	A1438	Tesla, Inc	Fremont	Standards of Performance for New Stationary Sources
5/7/2024	A1438	Tesla, Inc	Fremont	Non-Compliance; Major Facility Review
5/10/2024	A1438	Tesla, Inc	Fremont	Non-Compliance; Major Facility Review
5/10/2024	A1438	Tesla, Inc	Fremont	Non-Compliance; Major Facility Review
5/10/2024	A1438	Tesla, Inc	Fremont	Non-Compliance; Major Facility Review
5/10/2024	A1438	Tesla, Inc	Fremont	Non-Compliance; Major Facility Review
5/10/2024	A1438	Tesla, Inc	Fremont	Non-Compliance; Major Facility Review
5/10/2024	A1438	Tesla, Inc	Fremont	Non-Compliance; Major Facility Review
5/10/2024	A1438	Tesla, Inc	Fremont	Non-Compliance; Major Facility Review
5/10/2024	A1438	Tesla, Inc	Fremont	Non-Compliance; Major Facility Review
5/10/2024	A1438	Tesla, Inc	Fremont	Non-Compliance; Major Facility Review
5/14/2024	A1438	Tesla, Inc	Fremont	Non-Compliance; Major Facility Review
5/29/2024	A1438	Tesla, Inc	Fremont	Non-Compliance; Major Facility Review
5/30/2024	A1438	Tesla, Inc	Fremont	Non-Compliance; Major Facility Review
5/30/2024	A1438	Tesla, Inc	Fremont	Non-Compliance; Major Facility Review
4/12/2024	A2501	Livermore Crematory	Livermore	No Permit to Operate
4/12/2024	A1190	Safety-Kleen of California, Inc	Newark	Organic Compounds; Equipment Leaks - Valves
4/12/2024	A1190	Safety-Kleen of California, Inc	Newark	Organic Compounds; Equipment Leaks - Connections
4/12/2024	A1190	Safety-Kleen of California, Inc	Newark	Organic Compounds; Equipment Leaks - Valves
5/23/2024	A1190	Safety-Kleen of California, Inc	Newark	Inorganic Gaseous Pollutants Final Emission Limits
6/24/2024	B9580	Peralta Community Colleges District Admin Center	Oakland	No Permit to Operate
4/12/2024	S760969	9800 International Inc.	Oakland	GDF Phase I Equipment Not Maintained
4/12/2024	S760969	9800 International Inc.	Oakland	Failure to Meet Permit Conditions
6/21/2024	C7983	Caltrans-San Leandro Maint Sta	San Leandro	Failure to Meet Permit Conditions
5/7/2024	C8732	Bayfair Gas & Mart	San Leandro	Failure to Meet Permit Conditions
5/29/2024	A1067	Oro Loma Sanitary District	San Lorenzo	Failure to Meet Permit Conditions
<b>Contra Costa County</b>				
<b>Status Date</b>	<b>Site #</b>	<b>Site Name</b>	<b>City</b>	<b>Regulation Title</b>
4/12/2024	S757797	Ranjot Johal	Brentwood	GDF Phase II Equipment Not Maintained
4/12/2024	S757797	Ranjot Johal	Brentwood	GDF Phase I Equipment Not Maintained
4/10/2024	00352	Future Ford of Concord	Concord	GDF Phase I Equipment Not Maintained
6/13/2024	C9851	Oak Grove Shell	Concord	Failure to Meet Permit Conditions
6/17/2024	C9851	Oak Grove Shell	Concord	Failure to Meet Permit Conditions
4/26/2024	B1911	C & H Sugar Company, Inc	Crockett	Non-Compliance; Major Facility Review
4/26/2024	B1911	C & H Sugar Company, Inc	Crockett	Opacity Limitation
6/7/2024	S760103	La Torre General Construction	Danville	Demolition, Renovation, and Removal Requirement
4/11/2024	A0011	Martinez Refining Company LLC	Martinez	Tank Degassing Requirements
4/11/2024	A0011	Martinez Refining Company LLC	Martinez	Standards of Performance for New Stationary Sources
4/11/2024	A0011	Martinez Refining Company LLC	Martinez	Organic Compounds; Storage of Organic Liquids; Tank Degassing Requirement
4/11/2024	A0011	Martinez Refining Company LLC	Martinez	Standards of Performance for New Stationary Sources
4/24/2024	A0011	Martinez Refining Company LLC	Martinez	Limited Exemption, Repair Period; Gas Tight Requirement Only
4/24/2024	A0011	Martinez Refining Company LLC	Martinez	Limited Exemption, Repair Period; Gas Tight Requirement Only
6/17/2024	A0011	Martinez Refining Company LLC	Martinez	Limited Exemption, Repair Period; Gas Tight Requirement Only
6/11/2024	B2758	Tesoro Refining & Marketing Company, LLC	Martinez	Secondary Seal Requirements
4/22/2024	A0011	Martinez Refining Company LLC	Martinez	Open Burning; Prohibition of Fires
4/29/2024	A0011	Martinez Refining Company LLC	Martinez	Requirements for Fixed Roof Tanks, Pressure Tanks and Blanketed Tanks
4/12/2024	B2758	Tesoro Refining & Marketing Company, LLC	Martinez	Non-Compliance; Major Facility Review
4/12/2024	A0011	Martinez Refining Company LLC	Martinez	Standards of Performance for New Stationary Sources
4/12/2024	A0011	Martinez Refining Company LLC	Martinez	Parametric Monitoring and Recordkeeping Procedures
5/22/2024	B1661	Eco Services Operations Corp	Martinez	Failure to Meet Permit Conditions
6/12/2024	A0011	Martinez Refining Company LLC	Martinez	No Authority to Construct
5/22/2024	A0011	Martinez Refining Company LLC	Martinez	Non-Compliance; Major Facility Review
5/22/2024	A0011	Martinez Refining Company LLC	Martinez	Non-Compliance; Major Facility Review
5/22/2024	A0011	Martinez Refining Company LLC	Martinez	Non-Compliance; Major Facility Review
6/4/2024	S759917	Marcelo Lima	Moraga	Asbestos; Schedule Changes and Updates
6/25/2024	S760858	A&J Hauling and Demolition	Orinda	Asbestos; Schedule Changes and Updates
4/16/2024	A0031	Corteva Agriscience - Pittsburg Operations	Pittsburg	Non-Compliance; Major Facility Review

<b>Contra Costa County (continued)</b>				
<b>Status Date</b>	<b>Site #</b>	<b>Site Name</b>	<b>City</b>	<b>Regulation Title</b>
6/24/2024	A4618	Keller Canyon Landfill Company	Pittsburg	Failure to Meet Permit Conditions
5/16/2024	D0448	Golden Star Gas Station LLC	Pittsburg	No Permit to Operate
6/5/2024	S760473	Arco	Pittsburg	GDF Phase I Equipment Not Maintained
5/10/2024	C7311	Morello Chevron Tire Service & Repair 15	Pleasant Hill	GDF Phase II Equipment Not Maintained
5/14/2024	C7311	Morello Chevron Tire Service & Repair 15	Pleasant Hill	Gasoline Dispensing Facility Prohibition of Use
4/17/2024	A0010	Chevron Products Company	Richmond	Wastewater Collection and Separation Systems - General
6/5/2024	C0728	One Stop Gas & Mini Mart	Richmond	GDF Phase I Equipment Not Maintained
6/5/2024	C0728	One Stop Gas & Mini Mart	Richmond	GDF Phase II Requirements
6/5/2024	C5566	Chevron SS #9-0103	Richmond	GDF Phase II Equipment Not Maintained
4/9/2024	S757583	R.V. Stich Construction INC	Richmond	Asbestos; Schedule Changes and Updates
4/23/2024	S758207	Lucid Builders	Richmond	Demolition, Renovation, and Removal Requirement
4/12/2024	A1840	West Contra Costa County Landfill	Richmond	Non-Compliance; Major Facility Review
4/12/2024	A1840	West Contra Costa County Landfill	Richmond	Non-Compliance; Major Facility Review
5/16/2024	A0010	Chevron Products Company	Richmond	Non-Compliance; Major Facility Review
5/16/2024	A0010	Chevron Products Company	Richmond	Non-Compliance; Major Facility Review
6/4/2024	A0745	TransMontaigne Operating Company LP	Richmond	Requirements for Internal Floating Roof Tanks
5/16/2024	A0010	Chevron Products Company	Richmond	Flare Minimization
6/10/2024	B1869	Qualawash Holdings LLC	Richmond	No Permit to Operate
6/24/2024	A0016	Phillips 66 Company - San Francisco Refinery	Rodeo	Limited Exemption, Repair Period; Gas Tight Requirement Only
5/1/2024	A0016	Phillips 66 Company - San Francisco Refinery	Rodeo	Non-Compliance; Major Facility Review
5/1/2024	A0016	Phillips 66 Company - San Francisco Refinery	Rodeo	Non-Compliance; Major Facility Review
5/1/2024	A0016	Phillips 66 Company - San Francisco Refinery	Rodeo	Non-Compliance; Major Facility Review
5/1/2024	A0016	Phillips 66 Company - San Francisco Refinery	Rodeo	Non-Compliance; Major Facility Review
5/1/2024	A0016	Phillips 66 Company - San Francisco Refinery	Rodeo	Non-Compliance; Major Facility Review
5/1/2024	A0016	Phillips 66 Company - San Francisco Refinery	Rodeo	Non-Compliance; Major Facility Review
5/1/2024	A0016	Phillips 66 Company - San Francisco Refinery	Rodeo	Non-Compliance; Major Facility Review
5/1/2024	A0016	Phillips 66 Company - San Francisco Refinery	Rodeo	Non-Compliance; Major Facility Review
5/1/2024	A0016	Phillips 66 Company - San Francisco Refinery	Rodeo	Non-Compliance; Major Facility Review
5/1/2024	A0016	Phillips 66 Company - San Francisco Refinery	Rodeo	Non-Compliance; Major Facility Review
5/1/2024	A0016	Phillips 66 Company - San Francisco Refinery	Rodeo	Non-Compliance; Major Facility Review
5/1/2024	A0016	Phillips 66 Company - San Francisco Refinery	Rodeo	Non-Compliance; Major Facility Review
4/25/2024	A0016	Phillips 66 Company - San Francisco Refinery	Rodeo	Limitations on Hydrogen Sulfide
4/25/2024	A0016	Phillips 66 Company - San Francisco Refinery	Rodeo	Emission Limitations for Sulfur Recovery Plants
4/25/2024	A0016	Phillips 66 Company - San Francisco Refinery	Rodeo	Inorganic Gaseous Pollutants; Sulfur Dioxide - General
4/25/2024	A0016	Phillips 66 Company - San Francisco Refinery	Rodeo	Inorganic Gaseous Pollutants; Emission Limits
4/25/2024	A0016	Phillips 66 Company - San Francisco Refinery	Rodeo	Emission Limitations for Sulfur Recovery Plants
4/25/2024	A0016	Phillips 66 Company - San Francisco Refinery	Rodeo	Standards of Performance for New Stationary Sources
5/22/2024	A0016	Phillips 66 Company - San Francisco Refinery	Rodeo	Non-Compliance; Major Facility Review
4/25/2024	A0016	Phillips 66 Company - San Francisco Refinery	Rodeo	Standards of Performance for New Stationary Sources
5/10/2024	A0016	Phillips 66 Company - San Francisco Refinery	Rodeo	Vent Gas Composition Monitoring
5/13/2024	A0016	Phillips 66 Company - San Francisco Refinery	Rodeo	Flare Minimization
5/13/2024	A0016	Phillips 66 Company - San Francisco Refinery	Rodeo	Non-Compliance; Major Facility Review
6/11/2024	A0016	Phillips 66 Company - San Francisco Refinery	Rodeo	Non-Compliance; Major Facility Review
6/11/2024	A0016	Phillips 66 Company - San Francisco Refinery	Rodeo	Continuous Emission Monitoring and Recordkeeping
6/11/2024	A0016	Phillips 66 Company - San Francisco Refinery	Rodeo	Non-Compliance; Major Facility Review
6/20/2024	S760714	Allied Demolition Services	Walnut Creek	Asbestos; Schedule Changes and Updates
<b>Marin County</b>				
<b>Status Date</b>	<b>Site #</b>	<b>Site Name</b>	<b>City</b>	<b>Regulation Title</b>
4/18/2024	C9692	Strawberry Gas	Mill Valley	GDF Phase II Requirements
4/18/2024	C9692	Strawberry Gas	Mill Valley	GDF Phase II Equipment Not Maintained
4/18/2024	C9692	Strawberry Gas	Mill Valley	GDF Phase II Requirements
4/18/2024	C9692	Strawberry Gas	Mill Valley	Failure to Meet Permit Conditions
4/18/2024	C9692	Strawberry Gas	Mill Valley	Organic Compounds; GDF - Periodic Testing Requirements
<b>Napa County</b>				
<b>Status Date</b>	<b>Site #</b>	<b>Site Name</b>	<b>City</b>	<b>Regulation Title</b>
6/18/2024	S760624	RMN Construction	Napa	Asbestos; Schedule Changes and Updates
4/12/2024	A4446	Veterans' Home of California	Yountville	Failure to Meet Permit Conditions
4/12/2024	A4446	Veterans' Home of California	Yountville	Failure to Meet Permit Conditions
4/12/2024	A4446	Veterans' Home of California	Yountville	Failure to Meet Permit Conditions
<b>San Francisco County</b>				
<b>Status Date</b>	<b>Site #</b>	<b>Site Name</b>	<b>City</b>	<b>Regulation Title</b>
4/12/2024	B2232	Bedord Ready Mix	San Francisco	GDF Phase II Requirements
5/16/2024	B2003	Bay-View Greenwaste Management Co, LLC	San Francisco	Failure to Meet Permit Conditions
6/12/2024	S760319	Han's Sheet Metal	San Francisco	Open Burning; Prohibition of Fires
6/17/2024	B5395	Dynamic Automotive	San Francisco	No Permit to Operate
<b>San Mateo County</b>				
<b>Status Date</b>	<b>Site #</b>	<b>Site Name</b>	<b>City</b>	<b>Regulation Title</b>
4/16/2024	A5691	Sunquest Properties Inc	Brisbane	Landfill Emission Control System Requirement
4/15/2024	A1351	City of Burlingame Wastewater Treatment Facility	Burlingame	No Authority to Construct
4/15/2024	A1351	City of Burlingame Wastewater Treatment Facility	Burlingame	No Permit to Operate
4/30/2024	A1364	Cypress Amloc Land Co, Inc	Colma	Wellhead Requirements
5/2/2024	A2440	Sequoia Hospital / Dignity Health	Redwood City	Periodic Testing
6/5/2024	A5152	Sims Metal Management	Redwood City	Open Burning; Prohibition of Fires
6/5/2024	A5152	Sims Metal Management	Redwood City	Public Nuisance
5/2/2024	D0588	Speedway #5084	Redwood City	Failure to Meet Permit Conditions
5/6/2024	B4307	A & F Auto Body Repair	San Bruno	No Permit to Operate
4/24/2024	S758732	HCP Forbes, LLC	South San Francisco	Failure to Meet Permit Conditions
4/30/2024	A2483	Bimbo Bakeries USA	South San Francisco	Failure to Meet Permit Conditions
<b>San Mateo County (continued)</b>				

<b>San Mateo County (continued)</b>				
<b>Status Date</b>	<b>Site #</b>	<b>Site Name</b>	<b>City</b>	<b>Regulation Title</b>
4/30/2024	A2483	Bimbo Bakeries USA	South San Francisco	Failure to Meet Permit Conditions
6/3/2024	S701020	Chico's Service Station	South San Francisco	Failure to Meet Permit Conditions
<b>Santa Clara County</b>				
<b>Status Date</b>	<b>Site #</b>	<b>Site Name</b>	<b>City</b>	<b>Regulation Title</b>
4/17/2024	C3409	Park Vasona Gas, Inc.	Campbell	GDF Phase I Equipment Not Maintained
4/17/2024	C3409	Park Vasona Gas, Inc.	Campbell	GDF Phase II Equipment Not Maintained
6/6/2024	D0100	Royal Gas	Campbell	No Authority to Construct
6/12/2024	A0017	Lehigh Southwest Cement Company	Cupertino	Non-Compliance; Major Facility Review
5/14/2024	A6002	Patriot Resources LLC	Gilroy	No Permit to Operate
5/21/2024	B1180	Calpine Gilroy Cogen, LP & Gilroy Energy Center LLC	Gilroy	Continuous Emission Monitoring and Recordkeeping Procedures
4/12/2024	C8149	Rancho 76, Inc.	Los Altos	GDF Phase I Requirements
6/5/2024	B0438	Headway Technologies Inc	Milpitas	Failure to Meet Permit Conditions
4/17/2024	A3919	Kaiser Permanente San Jose Medical Center	San Jose	Periodic Testing
6/11/2024	E1277	Zero Waste Energy Development Company, LLC	San Jose	Failure to Meet Permit Conditions
6/11/2024	E1277	Zero Waste Energy Development Company, LLC	San Jose	NOx & CO Quarterly Demonstration of Compliance
6/6/2024	C7495	Kwik Serv	San Jose	No Permit to Operate
6/5/2024	S760214	Santa Clara County Housing Authority	San Jose	Asbestos; Schedule Changes and Updates
4/8/2024	A7265	San Jose State University (Cogen Plant)	San Jose	Inorganic Gaseous Pollutants Emission Limits, General
5/30/2024	S759705	Alliance Environmental Group, LLC.	San Jose	Asbestos; Schedule Changes and Updates
6/24/2024	B3074	NVIDIA	Santa Clara	Failure to Meet Permit Conditions
6/24/2024	B3074	NVIDIA	Santa Clara	Periodic Testing
6/24/2024	B3074	NVIDIA	Santa Clara	Periodic Testing
6/10/2024	B2867	Wyant & Smith Crematory	Sunnyvale	Failure to Meet Permit Conditions
<b>Solano County</b>				
<b>Status Date</b>	<b>Site #</b>	<b>Site Name</b>	<b>City</b>	<b>Regulation Title</b>
4/5/2024	B2626	Valero Refining Company - California	Benicia	Non-Compliance; Major Facility Review
4/5/2024	B2626	Valero Refining Company - California	Benicia	Standards of Performance for New Stationary Sources
5/7/2024	B2626	Valero Refining Company - California	Benicia	Non-Compliance; Major Facility Review
5/7/2024	B2626	Valero Refining Company - California	Benicia	Standards of Performance for New Stationary Sources
5/23/2024	B2626	Valero Refining Company - California	Benicia	Non-Compliance; Major Facility Review
5/23/2024	B2626	Valero Refining Company - California	Benicia	Continuous Emission Monitoring and Recordkeeping
5/29/2024	B2626	Valero Refining Company - California	Benicia	Non-Compliance; Major Facility Review
5/29/2024	B2626	Valero Refining Company - California	Benicia	Equipment required Quarterly Inspections
5/29/2024	B2626	Valero Refining Company - California	Benicia	Organic Compounds; Equipment Leaks Identification Code
4/12/2024	B2626	Valero Refining Company - California	Benicia	Standards of Performance for New Stationary Sources
4/12/2024	B2626	Valero Refining Company - California	Benicia	Non-Compliance; Major Facility Review
5/6/2024	B2626	Valero Refining Company - California	Benicia	Standards of Performance for New Stationary Sources
5/6/2024	B2626	Valero Refining Company - California	Benicia	Failure to Meet Permit Conditions
6/25/2024	S760853	Birds Landing Hunting Preserve	Birds Landing	Asbestos; Schedule Changes and Updates
5/23/2024	C4796	Carquinez Chevron	Vallejo	GDF Phase II Requirements
<b>Sonoma County</b>				
<b>Status Date</b>	<b>Site #</b>	<b>Site Name</b>	<b>City</b>	<b>Regulation Title</b>
5/13/2024	C8093	Santa Rosa Grand Petroleum Inc	Petaluma	GDF Phase II Equipment Not Maintained
5/13/2024	C8093	Santa Rosa Grand Petroleum Inc	Petaluma	General Provisions
5/14/2024	S736270	Sonoma Hills Farm	Petaluma	No Permit to Operate
5/21/2024	A2254	Republic Services of Sonoma County, Inc	Petaluma	Landfill Emission Control System Requirement
6/7/2024	C6887	Sonoma Instagas LLC	Sonoma	GDF Phase II Equipment Not Maintained
6/7/2024	C8795	Sonoma Supergas LLC	Sonoma	GDF Phase II Equipment Not Maintained
4/25/2024	E0297	Northgate Ready Mix	Windsor	No Authority to Construct
4/25/2024	E0297	Northgate Ready Mix	Windsor	No Permit to Operate

**Closed Notice of Violations with Penalties by County  
April 1, 2024 – June 30, 2024**

**Alameda**

<b>Site Name</b>	<b>Site #</b>	<b>City</b>	<b>Penalty</b>	<b># of Violations Closed</b>
Alameda County GSA	B3908	Oakland	\$15,000	1
Armer/Norman & Associates	S756515	San Leandro	\$1,000	1
Asbestos Instant Response Inc.	FC429	Oakland	\$600	1
Au Energy LLC	Z1937	Fremont	\$3,000	2
Au Energy LLC	S755714	Fremont	\$1,250	2
City of Berkeley/Engr Div/Public Works	A3590	Berkeley	\$310,000	15
Sierra Condos	FA369	Oakland	\$150,000	3
Stomper Company Inc.	S755437	Hayward	\$200	1
William Coburn	FC232	Dublin	\$6,000	1

Total Violations Closed: 27

**Contra Costa**

<b>Site Name</b>	<b>Site #</b>	<b>City</b>	<b>Penalty</b>	<b># of Violations Closed</b>
Air Liquide Large Industries US LP	B7419	Rodeo	\$61,000	5
All Custom Wood Works	B0330	Concord	\$750	2
Big House Beans	E3777	Antioch	\$1,000	1
Chevron Products Company	A0010	Richmond	\$822,150	2
Clinton White	FC185	El Sobrante	\$4,000	2
East Bay Regional Parks Districts	FC300	Orinda	\$1,500	2

G&K Petroleum Inc.	FC426	Clayton	\$1,000	1
Grand Petroleum Inc.	Z4381	Concord	\$500	1
John D'Angelo	S759602	Orinda	\$2,000	1
John Muir Medical Center	B0742	Walnut Creek	\$80,000	2
Tesoro West Coast Company	FB658	Pittsburg	\$500	1
Unocal #2705704	FC147	Pittsburg	\$2,500	1
Walnut Creek Gasoline	Y2678	Walnut Creek	\$1,500	1

Total Violations Closed: 22

## Marin

Site Name	Site #	City	Penalty	# of Violations Closed
Graffeo Roasting Company	Z0219	San Rafael	\$4,000	2
Jakela, Inc	W0619	Novato	\$1,000	1

Total Violations Closed: 3

## Napa

Site Name	Site #	City	Penalty	# of Violations Closed
George Altamura	FC208	Napa	\$1,000	2
George Altamura	FA378	Napa	\$5,000	1

Total Violations Closed: 3

## San Francisco

Site Name	Site #	City	Penalty	# of Violations Closed
CCSF-HOJ-#9347	A9347	San Francisco	\$56,167	4
San Francisco Municipal Railway	A8420	San Francisco	\$1,000	1

Total Violations Closed: 5

## San Mateo

Site Name	Site #	City	Penalty	# of Violations Closed
South San Francisco-San Bruno Water Quality Plant	A5876	South San Francisco	\$10,000	2
Spirit HD Colma CA, LP	A5897	Colma	\$500	1
Tanforan Shell	FC213	San Bruno	\$1,900	1
Wedemeyer Bakery	A1945	South San Francisco	\$2,500	1

Total Violations Closed: 5

## Santa Clara

Site Name	Site #	City	Penalty	# of Violations Closed
1500 Space Park Drive LLC	B8665	Santa Clara	\$6,000	1
APCT, Inc	A7638	Santa Clara	\$30,000	2
Bay West Development	FA643	Campbell	\$30,000	2
Capital - Snell 76	FB338	San Jose	\$1,200	1
Chevron REO Inc	Y5189	San Jose	\$500	1
City of Sunnyvale	S756657	Sunnyvale	\$4,500	1

City of Sunnyvale/Environmental Services	A5905	Sunnyvale	\$13,000	1
Eggo Company	A5582	San Jose	\$35,000	2
Ganesh Group, LLC	FC007	Campbell	\$2,250	1
GF Saunders	FB734	San Jose	\$500	1
Kirby Canyon Recycling and Disposal Facility	AI 812	Morgan Hill	\$127,700	10
Lam Bao Corporation	FB732	San Jose	\$3,400	2
Milton Barber	S754964	Los Gatos	\$750	1
Mission Trail Oil Co	FA523	Santa Clara	\$3,000	2
NARJ, LLC	FB722	San Jose	\$1,500	1
Nguyen Minh	Y2310	San Jose	\$500	1
Pegasus Resurfacing LLC	S757672	Santa Clara	\$500	1
Precise Auto	FA796	San Jose	\$5,000	2
Reco Gas and Minimart	C6186	San Jose	\$3,000	1
Resourceful Decisions Inc.	FB672	San Jose	\$5,000	1
Robinson Oil Corporation	Z7198	Santa Clara	\$3,750	3
Scientific Metal Finishing Inc	A9315	Santa Clara	\$7,000	1
Westwood Chevron	C0843	Gilroy	\$1,000	1
Winchester Shell	Y2655	San Jose	\$5,600	2

Total Violations Closed: 42

## Solano

Site Name	Site #	City	Penalty	# of Violations Closed
Potrero Hills Landfill, Inc	A2039	Suisun City	\$220,000	2

Total Violations Closed: 2

## Sonoma

Site Name	Site #	City	Penalty	# of Violations Closed
City of Petaluma, Dept of Water Resources & Convs	A1071	Petaluma	\$9,000	2
Republic Services of Sonoma County, Inc	A2254	Petaluma	\$63,000	8

Total Violations Closed: 10

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

Memorandum

To: Chairperson Davina Hurt and Members  
of the Board of Directors

From: Philip M. Fine  
Executive Officer/APCO

Date: September 4, 2024

Re: Notices of Violations Issued and Settlements in Excess of \$10,000 in the Months of  
May 2024, June 2024, and July 2024

RECOMMENDED ACTION

No action requested.

BACKGROUND

None.

DISCUSSION

In accordance with Resolution No. 2012-08, attached to this Memorandum is a listing of all Notices of Violations issued, and all settlements for amounts in excess of \$10,000 during the calendar months prior to this report.

BUDGET CONSIDERATION/FINANCIAL IMPACT

The amounts of civil penalties are collected and recorded in the Air District's General Fund. A portion of the penalty funds may be expended in accordance with the Community Benefits Penalty Funds Policy adopted by the Board of Directors on May 1, 2024.

Respectfully submitted,

Philip M. Fine  
Executive Officer/APCO

Prepared by: Alexander G. Crockett

ATTACHMENTS:

1. Notices of Violations Issued and Settlements in Excess of \$10,000 in the Month of May 2024
2. Notices of Violations Issued and Settlements in Excess of \$10,000 in the Month of June 2024
3. Notices of Violations Issued and Settlements in Excess of \$10,000 in the Month of July 2024

**NOTICES OF VIOLATIONS ISSUED**

The following Notice(s) of Violation(s) were issued in May 2024:

<b>Alameda</b>						
<b>Site Name</b>	<b>Site #</b>	<b>City</b>	<b>NOV #</b>	<b>Issuance Date</b>	<b>Regulation</b>	<b>Comment</b>
Bayfair Gas & Mart	C8732	San Leandro	A63403A	5/7/24	2-1-307	Permit Requirement/Condition Violation
Oro Loma Sanitary District	A1067	San Lorenzo	A61936A	5/29/24	2-1-307	Permit Requirement/Condition Violation
Safety-Kleen of California, Inc.	A1190	Newark	A63074A	5/23/24	9-7-307.2	Boiler Emissions Violation
Tesla, Inc.	A1438	Fremont	A63059A	5/2/24	10	Code of Federal Regulation Violation
Tesla, Inc.	A1438	Fremont	A63060A	5/2/24	10	Code of Federal Regulation Violation
Tesla, Inc.	A1438	Fremont	A63061A	5/2/24	10	Code of Federal Regulation Violation
Tesla, Inc.	A1438	Fremont	A63062A	5/2/24	2-6-307	Title V Permit Requirement/Condition Violation
Tesla, Inc.	A1438	Fremont	A63062B	5/2/24	10	Code of Federal Regulation Violation
Tesla, Inc.	A1438	Fremont	A63063A	5/2/24	2-6-307	Title V Permit Requirement/Condition Violation
Tesla, Inc.	A1438	Fremont	A63063B	5/2/24	10	Code of Federal Regulation Violation
Tesla, Inc.	A1438	Fremont	A63064A	5/2/24	2-6-307	Title V Permit Requirement/Condition Violation
Tesla, Inc.	A1438	Fremont	A63064B	5/2/24	10	Code of Federal Regulation Violation
Tesla, Inc.	A1438	Fremont	A63065A	5/7/24	2-6-307	Title V Permit Requirement/Condition Violation
Tesla, Inc.	A1438	Fremont	A63064B	5/2/24	10	Code of Federal Regulation Violation

Tesla, Inc.	A1438	Fremont	A63065A	5/7/24	2-6-307	Title V Permit Requirement/Condition Violation
Tesla, Inc.	A1438	Fremont	A63066A	5/10/24	2-6-307	Title V Permit Requirement/Condition Violation
Tesla, Inc.	A1438	Fremont	A63067A	5/10/24	2-6-307	Title V Permit Requirement/Condition Violation
Tesla, Inc.	A1438	Fremont	A63068A	5/10/24	2-6-307	Title V Permit Requirement/Condition Violation
Tesla, Inc.	A1438	Fremont	A63069A	5/10/24	2-6-307	Title V Permit Requirement/Condition Violation
Tesla, Inc.	A1438	Fremont	A63070A	5/10/24	2-6-307	Title V Permit Requirement/Condition Violation
Tesla, Inc.	A1438	Fremont	A63071A	5/10/24	2-6-307	Title V Permit Requirement/Condition Violation
Tesla, Inc.	A1438	Fremont	A63072A	5/10/24	2-6-307	Title V Permit Requirement/Condition Violation
Tesla, Inc.	A1438	Fremont	A63073A	5/14/24	2-6-307	Title V Permit Requirement/Condition Violation
Tesla, Inc.	A1438	Fremont	A63075A	5/29/24	2-6-307	Title V Permit Requirement/Condition Violation
Tesla, Inc.	A1438	Fremont	A63076A	5/30/24	2-6-307	Title V Permit Requirement/Condition Violation
Tesla, Inc.	A1438	Fremont	A63077A	5/30/24	2-6-307	Title V Permit Requirement/Condition Violation
Todd Wright	S759399	Berkeley	A62665A	5/22/24	11-2-401.5	Asbestos Violation

<b>Contra Costa</b>						
<b>Site Name</b>	<b>Site #</b>	<b>City</b>	<b>NOV #</b>	<b>Issuance Date</b>	<b>Regulation</b>	<b>Comment</b>
Ameresco Keller Canyon LLC	B7667	Pittsburg	A60766A	5/16/24	2-6-307	Title V Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A62953A	5/16/24	2-6-307	Title V Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A62954A	5/16/24	2-6-307	Title V Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A63282A	5/16/24	12-12-301	Miscellaneous Refinery Flare Standards of Performance Violation
Eco Services Operations Corp.	B1661	Martinez	A63160A	5/22/24	2-1-307	Permit Requirement/Condition Violation
Golden Star Gas	D0448	Pittsburg	A62106A	5/16/24	2-1-302	No Permit to Operate
Martinez Refining Company LLC	A0011	Martinez	A58124A	5/21/24	8-8-315.1	Wastewater Collection and Separation Systems Violation
Martinez Refining Company LLC	A0011	Martinez	A63218A	5/22/24	2-6-307	Title V Permit Requirement/Condition Violation
Martinez Refining Company LLC	A0011	Martinez	A63219A	5/22/24	2-6-307	Title V Permit Requirement/Condition Violation
Martinez Refining Company LLC	A0011	Martinez	A63220A	5/22/24	2-6-307	Title V Permit Requirement/Condition Violation
Morello Chevron Tire Service & Repair 15	C7311	Pleasant Hill	A60698A	5/10/24	8-7-302.3	Gas Dispensing Facility Violation
Morello Chevron Tire Service & Repair 15	C7311	Pleasant Hill	A60699A	5/14/24	8-7-306	Gas Dispensing Facility Violation

Phillips 66 Company - San Francisco Refinery	A0016	Rodeo	A61541A	5/1/24	2-6-307	Title V Permit Requirement/Condition Violation
Phillips 66 Company - San Francisco Refinery	A0016	Rodeo	A61542A	5/1/24	2-6-307	Title V Permit Requirement/Condition Violation
Phillips 66 Company - San Francisco Refinery	A0016	Rodeo	A61543A	5/1/24	2-6-307	Title V Permit Requirement/Condition Violation
Phillips 66 Company - San Francisco Refinery	A0016	Rodeo	A61544A	5/1/24	2-6-307	Title V Permit Requirement/Condition Violation
Phillips 66 Company - San Francisco Refinery	A0016	Rodeo	A61545A	5/1/24	2-6-307	Title V Permit Requirement/Condition Violation
Phillips 66 Company - San Francisco Refinery	A0016	Rodeo	A61546A	5/1/24	2-6-307	Title V Permit Requirement/Condition Violation
Phillips 66 Company - San Francisco Refinery	A0016	Rodeo	A61547A	5/1/24	2-6-307	Title V Permit Requirement/Condition Violation
Phillips 66 Company - San Francisco Refinery	A0016	Rodeo	A61548A	5/1/24	2-6-307	Title V Permit Requirement/Condition Violation
Phillips 66 Company - San Francisco Refinery	A0016	Rodeo	A61549A	5/1/24	2-6-307	Title V Permit Requirement/Condition Violation
Phillips 66 Company - San Francisco Refinery	A0016	Rodeo	A61550A	5/1/24	2-6-307	Title V Permit Requirement/Condition Violation
Phillips 66 Company - San Francisco Refinery	A0016	Rodeo	A61551A	5/1/24	2-6-307	Title V Permit Requirement/Condition Violation

Phillips 66 Company - San Francisco Refinery	A0016	Rodeo	A61856A	5/22/24	2-6-307	Title V Permit Requirement/Condition Violation
Phillips 66 Company - San Francisco Refinery	A0016	Rodeo	A62219A	5/10/24	12-11-502.3	Refinery Flare Monitoring Violation
Phillips 66 Company - San Francisco Refinery	A0016	Rodeo	A62220A	5/13/24	12-12-301	Refinery Flare Monitoring Violation
Phillips 66 Company - San Francisco Refinery	A0016	Rodeo	A62221A	5/13/24	2-6-307	Title V Permit Requirement/Condition Violation
Vista Del Monte RV & Mobil Park	S759371	Concord	A60700A	5/21/24	11-2-401:3	Asbestos Violation

<b>San Francisco</b>						
<b>Site Name</b>	<b>Site #</b>	<b>City</b>	<b>NOV #</b>	<b>Issuance Date</b>	<b>Regulation</b>	<b>Comment</b>
Bay-View Greenwaste Management Co, LLC	B2003	San Francisco	A62892A	5/16/24	2-1-307	Permit Requirement/Condition Violation

<b>San Mateo</b>						
<b>Site Name</b>	<b>Site #</b>	<b>City</b>	<b>NOV #</b>	<b>Issuance Date</b>	<b>Regulation</b>	<b>Comment</b>
A & F Auto Body Repair	B4307	San Bruno	A60966A	5/6/24	2-1-302	No Permit to Operate
Sequoia Hospital / Dignity Health	A2440	Redwood City	A59193A	5/2/24	9-7-506	Boiler Emissions Violation
Speedway #5084	D0588	Redwood City	A62913A	5/2/24	8-7-302.1	Gas Dispensing Facility Violation

<b>Santa Clara</b>						
<b>Site Name</b>	<b>Site #</b>	<b>City</b>	<b>NOV #</b>	<b>Issuance Date</b>	<b>Regulation</b>	<b>Comment</b>
Alliance Environmental Group, LLC	S759705	San Jose	A63353A	5/30/24	11-2-401:5	Asbestos Violation
Calpine Gilroy Cogen, LP & Gilroy Energy Center LLC	B1180	Gilroy	A64228A	5/21/24	1-522.8	Continuous Emissions Monitoring Violation
Patriot Resources LLC	A6002	Gilroy	A59802A	5/14/24	2-1-302	No Permit to Operate

<b>Solano</b>						
<b>Site Name</b>	<b>Site #</b>	<b>City</b>	<b>NOV #</b>	<b>Issuance Date</b>	<b>Regulation</b>	<b>Comment</b>
Carquinez Chevron	C4796	Vallejo	A60702A	5/23/24	8-7-302.1	Gas Dispensing Facility Violation
Valero Refining Company - California	B2626	Benicia	A62162A	5/7/24	2-6-307	Title V Permit Requirement/Condition Violation
Valero Refining Company - California	B2626	Benicia	A62162B	5/7/24	10	Code of Federal Regulation Violation
Valero Refining Company - California	B2626	Benicia	A62812A	5/6/24	10	Code of Federal Regulation Violation
Valero Refining Company - California	B2626	Benicia	A62813A	5/6/24	2-1-307	Permit Requirement/Condition Violation

<b>Sonoma</b>						
<b>Site Name</b>	<b>Site #</b>	<b>City</b>	<b>NOV #</b>	<b>Issuance Date</b>	<b>Regulation</b>	<b>Comment</b>
Republic Services of Sonoma County, Inc.	A2254	Petaluma	A62485A	5/21/24	8-34-301.1	Landfill Violation
Santa Rosa Grand Petroleum Inc.	C8093	Petaluma	A62277A	5/13/24	8-7-302.3	Gas Dispensing Facility Violation
Santa Rosa Grand Petroleum Inc.	C8093	Petaluma	A62277B	5/13/24	1-420	Emission Source Data Violation
Sonoma Hills Farm	S736270	Petaluma	A62483A	5/14/24	2-1-302	No Permit to Operate

**SETTLEMENTS FOR \$10,000 OR MORE REACHED**

There were 4 settlements for \$10,000 or more completed in May 2024.

- 1) On May 3, 2024, the Air District reached settlement with Eggo Company for \$35,000, regarding the allegations contained in the following 2 Notices of Violations:

<b>NOV #</b>	<b>Issuance Date</b>	<b>Occurrence Date</b>	<b>Regulation</b>	<b>Comments from Enforcement</b>
A61580A	6/1/2022	8/29/2021	2-1-307	Permit Requirement/Condition Violation
A61583A	7/27/2022	1/1/2020	9-7-506	Boiler Emissions Violation

- 2) On May 8, 2024, the Air District reached settlement with Alameda County GSA for \$15,000, regarding the allegations contained in the following 1 Notice of Violation:

<b>NOV #</b>	<b>Issuance Date</b>	<b>Occurrence Date</b>	<b>Regulation</b>	<b>Comments from Enforcement</b>
A61131A	7/5/2022	6/21/2022	6-1-302	Visible Emissions Violation

- 3) On May 9, 2024, the Air District reached settlement with City of Sunnyvale/Environmental Services for \$13,000, regarding the allegations contained in the following 1 Notice of Violation:

<b>NOV #</b>	<b>Issuance Date</b>	<b>Occurrence Date</b>	<b>Regulation</b>	<b>Comments from Enforcement</b>
A60929A	3/8/2023	11/9/2022	8-34-301.1	Landfill Violation

- 4) On May 23, 2024, the Air District reached settlement with Kirby Canyon Recycling and Disposal Facility for \$50,000, regarding the allegations contained in the following 5 Notices of Violations:

<b>NOV #</b>	<b>Issuance Date</b>	<b>Occurrence Date</b>	<b>Regulation</b>	<b>Comments from Enforcement</b>
A57372A	6/18/2020	2/28/2019	8-34-301.1	Landfill Violation
A57372B	6/18/2020	2/28/2019	1-523.3	Parametric Monitor Violation
A57372C	6/18/2020	2/28/2019	2-1-307	Permit Requirement/Condition Violation
A57374A	3/12/2021	1/2/2020	8-34-301.1	Landfill Violation
A57374B	3/12/2021	1/2/2020	2-6-307	Title V Permit Requirement/Condition Violation
A57374C	3/12/2021	1/2/2020	1-523.3	Parametric Monitor Violation
A59778A	7/21/2021	7/21/2021	8-34-303	Landfill Violation
A59778B	7/21/2021	7/21/2021	CCR	California Code of Regulation Violation
A59780A	12/8/2021	10/20/2021	8-34-301.1	Landfill Violation
A59783A	2/10/2022	1/1/2022	2-6-307	Title V Permit Requirement/Condition Violation

**NOTICES OF VIOLATIONS ISSUED**

The following Notice(s) of Violation(s) were issued in June 2024:

<b>Alameda</b>						
<b>Site Name</b>	<b>Site #</b>	<b>City</b>	<b>NOV #</b>	<b>Issuance Date</b>	<b>Regulation</b>	<b>Comment</b>
Caltrans-San Leandro Maint. Station	C7983	San Leandro	A62861A	6/21/24	2-1-307	Permit Requirement/Condition Violation
Chevron Station #90972	C0117	Berkeley	A62666A	6/6/24	8-7-302.3	Gas Dispensing Facility Violation
Peralta Community Colleges District Admin Center	B9580	Oakland	A61937A	6/24/24	2-1-302	No Permit to Operate
Tesla, Inc.	E2881	Fremont	A61589A	6/5/24	2-1-307	Permit Requirement/Condition Violation
Tesla, Inc.	A1438	Fremont	A61590A	6/11/24	2-6-307	Title V Requirement/Condition Violation
Tesla, Inc.	A1438	Fremont	A61591A	6/11/24	2-6-307	Title V Requirement/Condition Violation
Tesla, Inc.	A1438	Fremont	A61592A	6/11/24	2-6-307	Title V Requirement/Condition Violation
Twelve R&D Facility	E5215	Alameda	A62619A	6/10/24	2-1-307	Permit Requirement/Condition Violation
Twelve R&D Facility	E5215	Alameda	A62620A	6/10/24	2-1-307	Permit Requirement/Condition Violation

<b>Contra Costa</b>						
<b>Site Name</b>	<b>Site #</b>	<b>City</b>	<b>NOV #</b>	<b>Issuance Date</b>	<b>Regulation</b>	<b>Comment</b>
A&J Hauling and Demolition	S760858	Orinda	A62431A	6/25/24	11-2-401.5	Asbestos Violation
Allied Demolition Services	S760714	Walnut Creek	A62430A	6/20/24	11-2-401.5	Asbestos Violation
Arco	S760473	Pittsburg	A62107A	6/5/24	8-7-301.5	Gas Dispensing Facility Violation
Chevron SS #9-0103	C5566	Richmond	A58651A	6/5/24	8-7-302.3	Gas Dispensing Facility Violation
Corteva Agriscience - Pittsburg Operations	A0031	Pittsburg	A60767A	6/17/24	10	Code of Federal Regulation Violation
Corteva Agriscience - Pittsburg Operations	A0031	Pittsburg	A60768A	6/17/24	10	Code of Federal Regulation Violation
Keller Canyon Landfill Company	A4618	Pittsburg	A60769A	6/24/24	2-1-307	Permit Requirement/Condition Violation
La Torre General Construction	S760103	Danville	A62664A	6/7/24	11-2-303.8	Asbestos Violation
Lloyd Kristof Construction	S760744	Danville	A62859A	6/24/24	11-2-303.8	Asbestos Violation
Marcelo Lima	S759917	Moraga	A62428A	6/4/24	11-2-401.5	Asbestos Violation
Martinez Refining Company LLC	A0011	Martinez	A57843A	6/17/24	8-5-303.2	Storage Tank Violation
Martinez Refining Company LLC	A0011	Martinez	A63161A	6/12/24	2-1-301	No Authority to Construct
Oak Grove Shell	C9851	Concord	A60701A	6/13/24	2-1-307	Permit Requirement/Condition Violation
Oak Grove Shell	C9851	Concord	A62429A	6/17/24	2-1-307	Permit Requirement/Condition Violation

One Stop Gas & Mini Mart	C0728	Richmond	A58650A	6/5/24	8-7-301.5	Gas Dispensing Facility Violation
One Stop Gas & Mini Mart	C0728	Richmond	A58650B	6/5/24	8-7-302.3	Gas Dispensing Facility Violation
Phillips 66 Company - San Francisco Refinery	A0016	Rodeo	A57845A	6/24/24	8-5-303.2	Storage Tank Violation
Phillips 66 Company - San Francisco Refinery	A0016	Rodeo	A62222A	6/11/24	2-6-307	Title V Requirement/Condition Violation
Phillips 66 Company - San Francisco Refinery	A0016	Rodeo	A62223A	6/11/24	1-522.4	Continuous Emissions Monitor Violation
Phillips 66 Company - San Francisco Refinery	A0016	Rodeo	A62225A	6/11/24	2-6-307	Title V Requirement/Condition Violation
Qualawash Holdings LLC	B1869	Richmond	A64428A	6/10/24	2-1-302	No Permit to Operate
Tesoro Refining & Marketing Company, LLC	B2758	Martinez	A57844A	6/11/24	8-5-322.5	Storage Tank Violation
TransMontaigne Operating Company LP	A0745	Richmond	A62978A	6/4/24	8-5-305.5	Storage Tank Violation

<b>Napa</b>						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
RMN Construction	S760624	Napa	A63354A	6/18/24	11-2-401.5	Asbestos Violation

<b>San Francisco</b>						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
Dynamic Automotive	B5395	San Francisco	A62894A	6/17/24	2-1-302	No Permit to Operate

Han's Sheet Metal	S760319	San Francisco	A62893A	6/12/24	5-301	Open Burn Violation
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<b>San Mateo</b>						
<b>Site Name</b>	<b>Site #</b>	<b>City</b>	<b>NOV #</b>	<b>Issuance Date</b>	<b>Regulation</b>	<b>Comment</b>
Chico's Service Station	S701020	South San Francisco	A62378A	6/3/24	2-1-307	Permit Requirement/Condition Violation
Sims Metal Management	A5152	Redwood City	A59194A	6/5/24	5-301	Open Burn Violation
Sims Metal Management	A5152	Redwood City	A59195A	6/5/24	1-301	Public Nuisance Violation

<b>Santa Clara</b>						
<b>Site Name</b>	<b>Site #</b>	<b>City</b>	<b>NOV #</b>	<b>Issuance Date</b>	<b>Regulation</b>	<b>Comment</b>
Campbell Shell	D0100	Campbell	A63181A	6/6/24	2-1-301	No Authority to Construct
Exxon	C7495	San Jose	A63135A	6/6/24	2-1-302	No Permit to Operate
Headway Technologies Inc.	B0438	Milpitas	A61892A	6/5/24	2-1-307	Permit Requirement/Condition Violation
Hoffman Construction Company	S759999	Sunnyvale	A63182A	6/5/24	11-2-401.5	Asbestos Violation
Lehigh Southwest Cement Company	A0017	Cupertino	A60945A	6/12/24	2-6-307	Title V Requirement/Condition Violation
NVIDIA	B3074	Santa Clara	A64212A	6/24/24	2-1-307	Permit Requirement/Condition Violation
NVIDIA	B3074	Santa Clara	A64213A	6/24/24	9-7-506	Boiler Emissions Violation
NVIDIA	B3074	Santa Clara	A64214A	6/24/24	9-7-506	Boiler Emissions Violation

Santa Clara County Housing Authority	S760214	San Jose	A63137A	6/5/24	11-2-401.5	Asbestos Violation
Wyant & Smith Crematory	B2867	Sunnyvale	A60946A	6/10/24	2-1-307	Permit Requirement/Condition Violation
Zero Waste Energy Development Company, LLC	E1277	San Jose	A61894A	6/11/24	2-1-307	Permit Requirement/Condition Violation
Zero Waste Energy Development Company, LLC	E1277	San Jose	A61894B	6/11/24	9-8-503	Internal Combustion Engine Violation

<b>Solano</b>						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
Birds Landing Hunting Preserve	S760853	Birds Landing	A63355A	6/25/24	11-2-401.5	Asbestos Violation

<b>Sonoma</b>						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
Chevron	C5021	Santa Rosa	A62462A	6/6/24	8-7-302.3	Gas Dispensing Facility Violation
Sonoma Beacon	C8795	Sonoma	A62464A	6/7/24	8-7-302.3	Gas Dispensing Facility Violation
Sonoma Valero	C6887	Sonoma	A62463A	6/7/24	8-7-302.3	Gas Dispensing Facility Violation

<b>Company Address Outside of the Bay Area</b>						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
Dave Dove	S759903	Salinas	A63136A	6/4/24	11-2-401.5	Asbestos Violation

**SETTLEMENTS FOR \$10,000 OR MORE REACHED**

There were 6 settlement(s) for \$10,000 or more completed in June 2024.

- 1) On June 3, 2024, the Air District reached a settlement with Potrero Hills Landfill, Inc. for \$110,000, regarding the allegations contained in the following 1 Notice of Violation:

<b>NOV #</b>	<b>Issuance Date</b>	<b>Occurrence Date</b>	<b>Regulation</b>	<b>Comments from Enforcement</b>
A56052A	11/18/2021	6/19/2021	2-6-307	Title V Requirement/Condition Violation
A56052B	11/18/2021	6/19/2021	1-523.3	Parametric Monitor Violation

- 2) On June 3, 2024, the Air District reached a settlement with Vasco Road Landfill for \$21,500, regarding the allegations contained in the following 2 Notices of Violations:

<b>NOV #</b>	<b>Issuance Date</b>	<b>Occurrence Date</b>	<b>Regulation</b>	<b>Comments from Enforcement</b>
A55868A	7/13/2021	4/28/2021	8-34-301.3	Landfill Violation
A55868B	7/13/2021	4/28/2021	2-6-307	Title V Requirement/Condition Violation
A60890A	1/17/2023	1/1/2023	2-6-307	Title V Requirement/Condition Violation

- 3) On June 4, 2024, the Air District reached a settlement with Republic Services of Sonoma County, Inc. for \$30,000, regarding the allegations contained in the following 3 Notices of Violations:

<b>NOV #</b>	<b>Issuance Date</b>	<b>Occurrence Date</b>	<b>Regulation</b>	<b>Comments from Enforcement</b>
A59859A	3/10/2021	2/11/2021	8-34-301.1	Landfill Violation
A59859B	3/10/2021	2/11/2021	2-6-307	Title V Requirement/Condition Violation
A59859C	3/10/2021	2/11/2021	CCR	California Code of Regulation Violation
A59863A	5/10/2021	5/5/2021	8-34-303	Landfill Violation
A59863B	5/10/2021	5/5/2021	10	Code of Federal Regulation Violation
A59872A	9/29/2021	9/18/2021	8-34-301.1	Landfill Violation
A59872B	9/29/2021	9/18/2021	2-6-307	Title V Requirement/Condition Violation

A59872C	9/29/2021	9/18/2021	CCR	California Code of Regulation Violation
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- 4) On June 6, 2024, the Air District reached a settlement with A&M Properties, LP for \$10,000, regarding the allegations contained in the following 2 Notices of Violations:

NOV #	Issuance Date	Occurrence Date	Regulation	Comments from Enforcement
A62240A	9/27/2022	8/18/2022/0	8-7-503	Gas Dispensing Facility Violation
A62441A	9/27/2022	8/23/202	8-7-503	Gas Dispensing Facility Violation

- 5) On June 17, 2024, the Air District reached a settlement with Bay West Development for \$30,000, regarding the allegations contained in the following 2 Notices of Violations:

NOV #	Issuance Date	Occurrence Date	Regulation	Comments from Enforcement
A61578A	4/29/2022	3/29/2022	10	Code of Federal Regulation Violation
A61585A	9/6/2022	8/11/2022	1-1-440	Denied Access Violation

- 6) On June 17, 2024, the Air District reached a settlement with John Muir Medical Center for \$40,000, regarding the allegations contained in the following 1 Notice of Violation:

NOV #	Issuance Date	Occurrence Date	Regulation	Comments from Enforcement
A59375A	10/27/2021	5/3/2019	9-7-307.2	Boiler Emissions Violation
A59375B	10/27/2021	5/3/2019	9-7-506	Boiler Emissions Violation

**NOTICES OF VIOLATION ISSUED**

The following Notice(s) of Violation(s) were issued in July 2024:

<b>Alameda</b>						
<b>Site Name</b>	<b>Site #</b>	<b>City</b>	<b>NOV #</b>	<b>Issuance Date</b>	<b>Regulation</b>	<b>Comment</b>
APENA Engineering	S761134	San Leandro	A63404A	7/2/24	11-2-401.3	Asbestos Violation
City of Berkeley/Engr Div/Public Works	A3590	Berkeley	A62621A	7/2/24	8-34-301.1	Landfill Violation
City of Berkeley/Engr Div/Public Works	A3590	Berkeley	A62621B	7/2/24	10	Code of Federal Regulation Violation
Crown Builders Inc.	S761411	Dublin	A62918A	7/5/24	11-2-303.8	Asbestos Violation
East Bay Municipal Utility District	A0591	Oakland	A62622A	7/23/24	2-6-307	Title V Permit Requirement/Condition Violation
Lyten, Inc.	E5159	Fremont	A63515A	7/19/24	2-1-307	Permit Requirement/Condition Violation
Safety-Kleen of California, Inc.	A1190	Newark	A63523A	7/29/24	2-1-301	No Authority to Construct and No Permit to Operate
Safety-Kleen of California, Inc.	A1190	Newark	A63523B	7/29/24	2-1-302	No Authority to Construct and No Permit to Operate
Tesla, Inc.	A1438	Fremont	A61593A	7/3/24	2-6-307	Title V Permit Requirement/Condition Violation
Tesla, Inc.	A1438	Fremont	A61594A	7/3/24	2-6-307	Title V Permit Requirement/Condition Violation
Tesla, Inc.	A1438	Fremont	A61595A	7/11/24	2-6-307	Title V Permit Requirement/Condition Violation
Tesla, Inc.	A1438	Fremont	A61596A	7/11/24	2-6-307	Title V Permit Requirement/Condition

						Violation
Tesla, Inc.	A1438	Fremont	A61597A	7/11/24	2-6-307	Title V Permit Requirement/Condition Violation
Tesla, Inc.	A1438	Fremont	A61598A	7/11/24	2-6-307	Title V Permit Requirement/Condition Violation
Tesla, Inc.	A1438	Fremont	A61599A	7/11/24	2-6-307	Title V Permit Requirement/Condition Violation
Tesla, Inc.	A1438	Fremont	A61600A	7/11/24	2-6-307	Title V Permit Requirement/Condition Violation
Tesla, Inc.	A1438	Fremont	A61601A	7/11/24	2-6-307	Title V Permit Requirement/Condition Violation
Tesla, Inc.	A1438	Fremont	A61602A	7/11/24	2-6-307	Title V Permit Requirement/Condition Violation
Tesla, Inc.	A1438	Fremont	A63503A	7/11/24	2-6-307	Title V Permit Requirement/Condition Violation
Tesla, Inc.	A1438	Fremont	A63504A	7/11/24	2-6-307	Title V Permit Requirement/Condition Violation
Tesla, Inc.	A1438	Fremont	A63505A	7/11/24	2-6-307	Title V Permit Requirement/Condition Violation
Tesla, Inc.	A1438	Fremont	A63507A	7/11/24	2-6-307	Title V Permit Requirement/Condition Violation
Tesla, Inc.	A1438	Fremont	A63508A	7/11/24	2-6-307	Title V Permit Requirement/Condition Violation
Tesla, Inc.	A1438	Fremont	A63509A	7/11/24	2-6-307	Title V Permit Requirement/Condition Violation
Tesla, Inc.	A1438	Fremont	A63510A	7/11/24	2-6-307	Title V Permit Requirement/Condition Violation
Tesla, Inc.	A1438	Fremont	A63511A	7/11/24	2-6-307	Title V Permit Requirement/Condition Violation

Tesla, Inc.	A1438	Fremont	A63512A	7/11/24	2-6-307	Title V Permit Requirement/Condition Violation
Tesla, Inc.	A1438	Fremont	A63513A	7/11/24	2-6-307	Title V Permit Requirement/Condition Violation
Tesla, Inc.	A1438	Fremont	A63514A	7/11/24	2-6-307	Title V Permit Requirement/Condition Violation
Tesla, Inc.	A1438	Fremont	A63516A	7/25/24	2-6-307	Title V Permit Requirement/Condition Violation
Tesla, Inc.	A1438	Fremont	A63517A	7/25/24	2-6-307	Title V Permit Requirement/Condition Violation
Tesla, Inc.	A1438	Fremont	A63518A	7/25/24	2-6-307	Title V Permit Requirement/Condition Violation
Tesla, Inc.	A1438	Fremont	A63519A	7/25/24	2-6-307	Title V Permit Requirement/Condition Violation
Tesla, Inc.	A1438	Fremont	A63520A	7/25/24	2-6-307	Title V Permit Requirement/Condition Violation
Tesla, Inc.	A1438	Fremont	A63521A	7/25/24	2-6-307	Title V Permit Requirement/Condition Violation
Tesla, Inc.	A1438	Fremont	A63522A	7/25/24	2-6-307	Title V Permit Requirement/Condition Violation
Tesla, Inc.	A1438	Fremont	A63524A	7/30/24	2-6-307	Title V Permit Requirement/Condition Violation
Tesla, Inc.	A1438	Fremont	A63525A	7/30/24	2-6-307	Title V Permit Requirement/Condition Violation
University Vallero	D0524	Berkeley	A62668A	7/25/24	2-1-307	Permit Requirement/Condition Violation
University Vallero	D0524	Berkeley	A62668B	7/25/24	2-1-301	No Authority to Construct
Waste Management Inc.	B2728	San Leandro	A63080A	7/9/24	8-34-303	Landfill Violation

Waste Management of Alameda County	A2066	Livermore	A59768A	7/22/24	2-6-307	Title V Requirement/Condition Violation
Wave 92	D0418	Hayward	A63405A	7/30/24	8-7-301.5	Gas Dispensing Facility Violation

<b>Contra Costa</b>						
<b>Site Name</b>	<b>Site #</b>	<b>City</b>	<b>NOV #</b>	<b>Issuance Date</b>	<b>Regulation</b>	<b>Comment</b>
Advanced Lubrication Specialties	S761548	Richmond	A62979A	7/11/24	2-1-301	No Authority to Construct and No Permit to Operate
Advanced Lubrication Specialties	S761548	Richmond	A62979B	7/11/24	2-1-302	No Authority to Construct and No Permit to Operate
Advanced Lubrication Specialties	S761548	Richmond	A62980A	7/11/24	9-7-307.1	Boiler Emissions Violation
Anchored Tiny Homes	S761802	Walnut Creek	A62432A	7/17/24	11-2-401.5	Asbestos Violation
Bio-Rad Laboratories	A5462	Richmond	A64429A	7/3/24	9-7-307.1	Boiler Emissions Violation
Chevron Products Company	A0010	Richmond	A63283A	7/10/24	8-18-307	Equipment Leak Violation
Clean Harbors Industrial Services, Inc.	B0883	Martinez	A63162A	7/18/24	2-6-307	Title V Requirement/Condition Violation
Concord Alliance Inc.	C9126	Concord	A62434A	7/25/24	8-7-302.3	Gas Dispensing Facility Violation
Holland Brooks Builders	S762254	Martinez	A62669A	7/29/24	11-2-303	Asbestos Violation
Martinez Refining Company LLC	A0011	Martinez	A62092A	7/18/24	8-8-315	Wastewater Collection and Separation Systems Violation
Martinez Refining Company LLC	A0011	Martinez	A63163A	7/18/24	8-18-309.3	Equipment Leak Violation
Oak Grove Chevron	C7726	Concord	A62433A	7/26/24	8-7-301.6	Gas Dispensing Facility Violation

Oak Grove Chevron	C7726	Concord	A62433B	7/26/24	8-7-302	Gas Dispensing Facility Violation
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<b>San Francisco</b>						
<b>Site Name</b>	<b>Site #</b>	<b>City</b>	<b>NOV #</b>	<b>Issuance Date</b>	<b>Regulation</b>	<b>Comment</b>
All Bay Area Dustless Blasting	S762019	San Francisco	A62898A	7/11/24	2-1-301	No Authority to Construct and No Permit to Operate
All Bay Area Dustless Blasting	S762019	San Francisco	A62898B	7/11/24	2-1-302	No Authority to Construct and No Permit to Operate
ARCO Facility #00566	C9685	San Francisco	A62379A	7/2/24	8-7-301.5	Gas Dispensing Facility Violation
California Barrel Co. LLC	S761091	San Francisco	A62895A	7/2/24	10	Code of Federal Regulation Violation
Evergood Sausage Co.	P8343	San Francisco	A62897A	7/11/24	2-1-301	No Authority to Construct and No Permit to Operate
Evergood Sausage Co.	P8343	San Francisco	A62897B	7/11/24	2-1-302	No Authority to Construct and No Permit to Operate
Office of The Sheriff	S761407	San Francisco	A60970A	7/9/24	1-301	Public Nuisance Violation
SUNDT - WALSH Joint Venture	S761213	San Francisco	A62896A	7/3/24	10	Code of Federal Regulation Violation

<b>San Mateo</b>						
<b>Site Name</b>	<b>Site #</b>	<b>City</b>	<b>NOV #</b>	<b>Issuance Date</b>	<b>Regulation</b>	<b>Comment</b>
Golden State Hauling & Demolition Inc.	S762011	East Palo Alto	A62667A	7/22/24	11-2-401.5	Asbestos Violation
Peninsula Demolition	S761412	San Carlos	A63138A	7/8/24	2-1-302	No Permit to Operate
Peninsula Demolition	S761412	San Carlos	A63138B	7/8/24	11-2-401.5	Asbestos Violation

San Bruno Chevron	C9421	San Bruno	A62917A	7/8/24	8-7-301.6	Gas Dispensing Facility Violation
San Bruno Chevron	C9421	San Bruno	A62917B	7/8/24	8-7-302.3	Gas Dispensing Facility Violation
Speedway #4976	C5900	Daly City	A62383A	7/30/24	8-7-302.1	Gas Dispensing Facility Violation

<b>Santa Clara</b>						
<b>Site Name</b>	<b>Site #</b>	<b>City</b>	<b>NOV #</b>	<b>Issuance Date</b>	<b>Regulation</b>	<b>Comment</b>
Ali's Construction & Remodel	FB543	San Jose	A62919A	7/17/24	11-2-401.5	Asbestos Violation
Armando Zuniga	S761846	Gilroy	A64230A	7/11/24	5-301	Open Burn Violation
Brodrick General Engineering	S761328	Sonoma	A63356A	7/8/24	11-2-401.5	Asbestos Violation
CAL INC	S761849	Vacaville	A63357A	7/18/24	11-2-401.5	Asbestos Violation
ConocoPhillips Company	C9313	Los Gatos	A63139A	7/5/24	2-1-302	No Permit to Operate
Element Critical	E2658	Sunnyvale	A60947A	7/18/24	2-1-307	Permit Requirement/Condition Violation
Kaiser CPFC	S761845	Vallejo	A63358A	7/11/24	11-2-401.5	Asbestos Violation
Moya & Sons Builders Inc.	S761734	Gilroy	A63140A	7/16/24	11-2-401.5	Asbestos Violation
Palo Alto Arco	C8261	Palo Alto	A62923A	7/31/24	8-7-302.3	Gas Dispensing Facility Violation
Recology Pacheco Pass	A6370	Gilroy	A64231A	7/31/24	8-34-301.1	Landfill Violation

<b>Sonoma</b>						
<b>Site Name</b>	<b>Site #</b>	<b>City</b>	<b>NOV #</b>	<b>Issuance Date</b>	<b>Regulation</b>	<b>Comment</b>
Cream's Dismantling and Scrap Inc.	B6119	Santa Rosa	A62486A	7/31/24	2-1-302	No Permit to Operate
Global Materials Recovery Systems	B5685	Santa Rosa	A62487A	7/31/24	2-1-301	No Authority to Construct and No Permit to Operate
Global Materials Recovery Systems	B5685	Santa Rosa	A62487B	7/31/24	2-1-302	No Authority to Construct and No Permit to Operate

**SETTLEMENTS FOR \$10,000 OR MORE REACHED**

There were 2 settlements for \$10,000 or more completed in July 2024.

- 1) On July 2, 2024, the Air District reached a settlement with Alteza Corporation for \$15,000, regarding the allegations contained in the following 2 Notices of Violations:

<b>NOV #</b>	<b>Issuance Date</b>	<b>Occurrence Date</b>	<b>Regulation</b>	<b>Comments from Enforcement</b>
A59758A	1/10/2023	4/19/2022	2-1-307	Permit Requirement/Condition Violation
A61620A	12/7/2022	8/4/2022	2-1-307	Permit Requirement/Condition Violation
A61624A	1/25/2023	12/13/22	2-1-307	Permit Requirement/Condition Violation

- 2) On July 30, 2024, the Air District reached a settlement with Sequoia Hospital / Dignity Health for \$22,000, regarding the allegations contained in the following 3 Notices of Violations:

<b>NOV #</b>	<b>Issuance Date</b>	<b>Occurrence Date</b>	<b>Regulation</b>	<b>Comments from Enforcement</b>
A53667A	12/8/2014	12/8/2014	9-7-403	Boiler Emissions Violation
A53668A	12/8/2014	12/8/2014	9-7-403	Boiler Emissions Violation
A59180A	3/22/2021	6/27/2019	9-7-307.3	Boiler Emissions Violation

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

Memorandum

To: Chairperson Davina Hurt and Members  
of the Board of Directors

From: Philip M. Fine  
Executive Officer/APCO

Date: September 4, 2024

Re: Authorization to Attend the United Nations Climate Change Conference (COP29)  
and provide a \$50,000 sponsorship for the Sub-National COP29 Delegation

RECOMMENDED ACTION

Recommend the Board of Directors authorize:

1. Chair Hurt and Vice Chair Hopkins to travel to Baku, Azerbaijan, to attend the United Nations (UN) Climate Change Conference (COP29), taking place from November 11, 2024, to November 22, 2024;
2. Chair Hurt to adjust the specific attendees as the need may arise; and
3. The Executive Officer/APCO to enter into a sponsorship agreement with The Climate Center in the amount of \$50,000 to support the sub-national delegation.

BACKGROUND

For the last three decades, the UN has brought together almost every country on earth for global climate summits – called COPs – which stands for “Conference of the Parties.” In that time, climate change has gone from being a fringe issue to a global priority. This year will be the 29th summit – giving it the name COP29. This year COP29 takes place in Baku, Azerbaijan, and will run from November 11, 2024 to November 22, 2024.

In addition to the official national delegation led by the United States (US) Administration, there are a number of non-federal delegations that attend from the US each year. The largest non-federal delegation that attends from the US is the “Sub-National Delegation” led jointly by The Climate Registry and the Climate Action Reserve – sister organizations that administer greenhouse gas reporting programs and registries in the US. This delegation includes governors, members of state legislatures, local officials and leaders from business and non-profit organizations. It is this delegation that the Air District representatives would be a part of and sponsor.

## DISCUSSION

### **United Nations Conference of the Parties 29**

More than 190 world leaders will arrive in Azerbaijan to attend COP29. Joining them will be tens of thousands of negotiators, government representatives, businesses, and citizens for ten days of talks. Participation from the Sub-National Delegation includes representatives from the Air District, California Air Resources Board, state legislators, and leading environmental organizations.

COP29 provides a unique and diverse experience for representatives of the Air District to participate in some of the important and consequential discussions surrounding climate change. Attending the COP provides the Air District with exposure to highly relevant information, excellent networking opportunities, and occasion to demonstrate Air District leadership. At previous COPs, common themes across a multitude of topics that inform the Air District's work have included:

- Innovative financing schemes
- Policy and legislative approaches to create needed infrastructure and programs
- Use of market mechanisms and policy approaches to advance clean technologies
- Discussion of emerging technical and environmental justice issues
- Demonstration of new technologies in all sectors
- Current science and research on GHG sources, impacts, and mitigation
- Public outreach and education with measurable behavior change outcomes
- New types of approaches for doing cost-benefit analyses

### **Sponsorship of the “Sub-National Delegation”**

#### **Travel to COP29**

For out-of-state and international travel to attend conferences, conventions, legislative advocacy trips and other compensable and reimbursable meetings covered by the Air District's Administrative Code, the Chair of the Board shall nominate Board members to attend such meetings for approval by the Board of Directors in consultation with the Executive Officer/Air Pollution Control Officer (APCO), and Air District staff. While the Chair and Vice Chair shall have priority to represent the Air District at any event, in considering which other Board members may be selected for travel and represent the Air District, the Chair shall consider a number of criteria as detailed in the Air District's Meeting Compensation and Expense Reimbursement Policy.

With this consideration, the Air District will greatly benefit from Chair Hurt and Vice Chair Hopkin's participation in the UN COP 29 with opportunities for learning and collaborating with climate change leaders from around the world. In addition, it is recommended the Board provide Chair Hurt with authorization to adjust the list of attendees, given the complexity of travel to Baku, Azerbaijan, and the UN COP29.

This sponsorship entitles the Air District to the following benefits:

- Top priority placement of logo and/or name visibility on delegation materials including website briefing book, reception, and related promotions.
- Access to meeting space amenities.
- Top priority of recognition during events and through social media
- Invitation to reception and briefing.
- Access to “COP Concierge” services and logistical support on the ground.
- “Know Before You Go” Pre-COP virtual briefing.
- Briefing Book: Key information such as maps, key event schedules and list of delegates.
- Invitations to TCR/Reserve events in Baku, such as the Delegate Briefing and North American Climate Leaders Reception.
- Access to photos and other media from the pavilion and TCR Reserve events.
- TCR and Reserve note that sponsorship does not offer special access to attend COP.

#### BUDGET CONSIDERATION/FINANCIAL IMPACT

Funds for this sponsorship are included in the Fiscal Year Ending (FYE) 2025 budget, Program 127. Costs for travel to attend this conference, including travel, are estimated at \$10,000 for two Board members. Funds to cover these costs are included in the FYE 2025 budget for the Board of Directors, Program 121.

Respectfully submitted,

Philip M. Fine  
Executive Officer/APCO

Prepared by: Abby Young and Lisa Fasano

Reviewed by: Philip M. Fine

#### ATTACHMENTS:

1. COP29 BAAQMD Invoice 2024-306
2. COP29 TCR Sponsorship Agreement\_BAAQMD

**The Climate Registry**

600 Wilshire Blvd Ste 202  
Los Angeles, CA 90017 US  
+1 2137851232  
accounting@theclimateregistry.org



**THE CLIMATE  
REGISTRY**

**INVOICE**

**BILL TO**  
Attn: Abby Young  
Bay Area Air Quality Management District  
939 Ellis Street  
San Francisco, CA 94109

**SHIP TO**  
Attn: Abby Young  
Bay Area Air Quality Management District  
939 Ellis Street  
San Francisco, CA 94109

**INVOICE** 2024-306  
**DATE** 07/22/2024  
**DUE DATE** 08/21/2024

DESCRIPTION	QTY	RATE	AMOUNT
Gold Level Sponsor - COP29	1	50,000.00	50,000.00

BALANCE DUE

**\$50,000.00**

[Pay invoice](#)



**THE CLIMATE  
REGISTRY**

## **Sponsorship Agreement**

This Agreement is entered into as of the date of later-in-time signature below (the “Effective Date”) between, **The Climate Registry** (the “Registry”) and **Bay Area Air Quality Management District** (the “Sponsor”), each individually a “Party” and together the “Parties.”

WHEREAS, The Climate Registry is hosting US subnational leaders to attend the UNFCCC Conference of the Parties in Baku, Azerbaijan from November 11-22, 2024 (the “Event”) and is offering sponsorship packages to support the planning and implementation of the Event; and

WHEREAS, the Sponsor wishes to support the Registry’s thought leadership activities at the Event; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Sponsorship.

- a) The Registry shall provide the Sponsor with the benefits described in the sponsorship brochure (or as modified below), attached hereto as Exhibit A:

<b>Sponsorship Level</b>	<b>Benefits</b>
<p style="text-align: center;"><b>\$50,000 Gold Level COP 29 Delegation Sponsor</b></p>	<p>General Benefits:</p> <ul style="list-style-type: none"><li>● Access to ‘COP Concierge’ services and logistical support on the ground</li><li>● ‘Know Before You Go’ Pre-COP Virtual Briefing</li><li>● Briefing Book; key information such as maps, schedules, and list of delegates</li></ul> <p>Networking and Programming Benefits:</p> <ul style="list-style-type: none"><li>● Invitations to TCR events, such as the North American Climate Leaders Reception.</li><li>● Top priority to reserve networking and meeting space and host virtual presentations (if applicable)</li></ul> <p>Branding Benefits:</p> <ul style="list-style-type: none"><li>● Top priority placement of logo and/or</li></ul>

	<p>name visibility on delegation materials, including website, briefing book, reception invitations, and related promotions</p> <ul style="list-style-type: none"> <li>● Top priority of recognition during events and through social media</li> <li>● Access to photos and other media from TCR events</li> </ul>
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- b) Sponsor agrees to pay the amount of **\$50,000** for its sponsorship.
  - c) Final confirmation as a Sponsor for the Event is subject to full payment of the amount specified in Section 1(b). The Registry reserves the right to cancel a sponsorship in the case of non-payment by the deadline unless alternate payment arrangements acceptable to the Registry have been agreed to by both Parties in writing.
  - d) Refunds will not be provided, assuming that the Event is not canceled. If the Event is canceled, the Registry will work with the Sponsor to determine how best to address any sponsorship funds already provided to the Registry. The Registry reserves the right to keep any portion of the sponsorship funds required to cover costs incurred up to the date of cancellation. The Registry will provide the Sponsor documentation showing any costs incurred to date.
2. Consideration. The Registry will provide an invoice in the amount specified in Section 1(b), which the Sponsor shall pay within 30 days of receipt (unless another date has been mutually agreed upon in writing by both Parties). Payment is non-refundable once received except as in Section 1 (d) above.
  3. Term and Termination. This Agreement shall commence upon the Effective Date and expire upon the close of the Event, except as set forth in Section 9.
  4. Confidentiality. The parties shall keep in confidence and not disclose the terms of this Agreement, except as necessary to fulfill their obligations hereunder or to the extent required by law.
  5. Marketing Materials.
    - a) The Sponsor shall provide the Registry with its company logo and guarantees its use by the Registry free of charge.
    - b) The marketing materials provided to the Registry shall only be used for the purpose of promoting the Event. The Sponsor’s prior approval is required before this material may be used for any other purpose.
  6. Force Majeure. The Registry shall not be liable for any direct or indirect loss suffered or expenses incurred by the Sponsor, nor shall the Registry refund to the Sponsor any payment under this Agreement for any delay or failure to perform any obligations in

connection with the Event that result from circumstances which are beyond the control of the Registry beyond the circumstances identified in Section 1(d) above. Such circumstances might include, but are not limited to strikes, lockouts, weather conditions, delays or cancellation in respect of any means of transportation, acts of terror, fire including use of sprinkler systems, diseases, demonstrations whether notified or not, power or telecommunication failure or other delays or failures impacting the Event and/or nearby.

7. Notices. Unless otherwise provided, all notices, requests and demands under this Agreement shall be in writing and shall be deemed duly given: (a) when delivered by hand, (b) on the designated day of delivery via FedEx or UPS (c) when sent by confirmed facsimile or electronic mail, or (d) six (6) days after the day of mailing, when mailed by registered or certified mail, return receipt requested and postage prepaid, and addressed to the parties at the following addresses:

- a) if to The Climate Registry

The Climate Registry  
600 Wilshire Boulevard, Suite 202  
Los Angeles, CA 90017  
Attn: Amy Holm  
Phone: 213-891-6922  
Facsimile: 213-623-6716

- b) if to the Sponsor:

**Bay Area Air Quality Management District**

Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Attn: Main Contact: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

8. Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the United States of America and the State of California, without reference to the principles of conflicts of laws. Any action or proceeding based upon this Agreement shall be instituted in the appropriate court of competent jurisdiction located in Los Angeles, California. The parties hereby submit to the exclusive jurisdiction of such courts and waive any objection to the propriety or convenience of the venue therein.

9. Miscellaneous.

- a) Entire Agreement. This Agreement contains the entire Agreement of the Parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, written or oral, between the Parties with respect to the subject matter hereof.

- b) Amendment. No modification, waiver or amendment of any terms or conditions of this Agreement shall be effective unless in writing and signed by both of Parties hereto.
- c) Waiver. Failure by either Party at any time to enforce any obligation by the other Party, to claim a breach of any term of this Agreement or to exercise any right, power, or obligation agreed to hereunder shall not be construed as a waiver of any right, power or obligation under this Agreement, shall not affect any subsequent breach, and shall not prejudice either Party with respect to any subsequent action.
- d) Binding Effect. This Agreement and the rights granted herein shall be binding upon and inure to the benefit of the Sponsor, the Registry and their respective permitted successors and assigns.
- e) Severability. If any term or provision of this Agreement should be declared invalid by a court of competent jurisdiction, the remaining terms and provisions of this Agreement shall remain unimpaired and in full force and effect.
- f) Construction. The language used in this Agreement shall be deemed the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against either Party. Whenever required by the context, any gender shall include any other gender, the singular shall include the plural and the plural shall include the singular. The term “person” shall be broadly interpreted to include, without limitation, any corporation, partnership, trust, other entity or individual.
- g) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument.
- h) Paragraph Headings. Paragraph headings have been inserted as a matter of convenience and do not define, alter, vary or serve to interpret any provisions of this Agreement.
- i) Survival. Paragraphs 4, 8 and 9 shall survive termination of this Agreement.
- j) Payment Terms. Sponsorship payment should be issued to The Climate Registry by time of the event, November 11 - November 22, 2024. Please select your choice of payment schedule below:
  - 30 days
  - 45 days
  - 60 days

If sponsorship agreement occurs within 30 days of the event:

50% deposit by the time the event starts and full payment rendered by December 18, 2024.

**Bay Area Air Quality Management District**

**The Climate Registry**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

FEIN: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Exhibit A



### COP29 Sponsorship Baku, Azerbaijan | November 11 - 22, 2024

The scale and urgency of the climate challenge needs both public and private sectors to partner on galvanizing collaborative solutions. We welcome your participation in our annual joint delegation to attend COP29 to advance this goal. Key priorities for COP29 include securing early political engagement for an ambitious finance goal. As UNFCCC Executive Secretary Simon Stiell stated, "Whether on slashing emissions or building climate-resilience, finance is the make-or-break factor in the world's climate fight – in quantity, quality, and innovation."

In support of these priorities, The Climate Registry (TCR) and the Climate Action Reserve (Reserve) will host their 18th-annual joint delegation that brings together bipartisan leaders from U.S. states, corporations, tribal nations, and the nonprofit community, to showcase subnational climate policy, innovation, and action. Activities include a "Know Before You Go" webinar, a North American Climate Leaders Reception, invitations to media and partner events, daily email updates, and access to various other speaking and/or networking opportunities.



From TCR's official UNFCCC side event, *Partnering on the Path to Net Zero in North America*, with the Business Council for Sustainable Energy, Georgetown Climate Center, and USGBC.



Attendees at the **North American Climate Leaders Reception**. Representatives from Sacramento Municipal Utility District, Sacramento Metropolitan Air Quality Management District, & California Air Resources Board Chair Liane Randolph.



COPDELEGATION.ORG



## COP29 Sponsorship Opportunities

<b>Gold \$50,000</b>	<b>Silver \$25,000</b>	<b>Bronze \$10,000</b>	<b>Supporting \$5,000</b>
Top priority to reserve networking and meeting space and host virtual presentations.	High priority to reserve networking and meeting space and host virtual presentations.	Priority to reserve networking and meeting space and host virtual presentations.	Opportunity to reserve networking and meeting space and host virtual presentations.
Top priority placement of logo and/or name visibility on delegation materials, including website, briefing book, reception invitations, and related promotions.	High priority logo and/or name visibility on delegation materials, including website, briefing book, reception invitations, and related promotions.	Logo and/or name visibility on delegation materials, including website, briefing book, reception invitations, and related promotions.	Access to meeting space amenities.  Invitation to reception and briefings.  Logo and/or name visibility on website and promotions.
Access to meeting space amenities.	Access to meeting space amenities.	Access to meeting space amenities.	
Top priority of recognition during events and through social media.	High priority of recognition during events and through social media.	Recognition during events and through social media.	
Invitation to reception and briefings.	Invitation to reception and briefings.	Invitation to reception and briefings.	
<p><b>All Sponsorship Levels Include:</b></p> <ul style="list-style-type: none"> <li>• Access to “COP Concierge” services and logistical support on the ground.</li> <li>• “Know Before You Go” Pre-COP virtual briefing.</li> <li>• Briefing Book: key information such as maps, key event schedules, and list of delegates.</li> <li>• Invitations to TCR/Reserve events in Baku, such as the Delegate Briefing and North American Climate Leaders Reception.</li> <li>• Access to photos and other media from pavilion and TCR/Reserve events.</li> <li>• TCR and Reserve note that sponsorship does not offer special access to credentials to attend COP.</li> </ul> <p><b>If you are interested in designing a custom sponsorship package that best fits your budget and interests, please contact us.</b></p>			

For more information on the TCR-Reserve delegation, please visit [copdelegation.org](http://copdelegation.org).  
 To view session recordings from TCR’s pavilion at COP28, please visit us on YouTube ([@TheClimateRegistry](https://www.youtube.com/@TheClimateRegistry)) or at [copdelegation.org/events/](http://copdelegation.org/events/).

To become a sponsor, please contact:

**Amy Holm**, Executive Director, The Climate Registry  
[aholm@theclimatereserve.org](mailto:aholm@theclimatereserve.org) | (213) 891-6922

**Craig Ebert**, President, Climate Action Reserve  
[cebert@climateactionreserve.org](mailto:cebert@climateactionreserve.org) | (213) 213-1239



COPDELEGATION.ORG

## Attachment A

### **COP 29 Sponsorship Benefits:**

In exchange for a \$50,000 Gold Level sponsorship, the sponsor is entitled to the following benefits:  
Top priority to reserve networking and meeting space and host virtual presentations.

- Top priority placement of logo and/or name visibility on delegation materials including website briefing book, reception, and related promotions.
- Access to meeting space amenities.
- Top priority of recognition during events and through social media
- Invitation to reception and briefing.
- Access to “COP Concierge” services and logistical support on the ground.
- “Know Before You Go” Pre-COP virtual briefing.
- Briefing Book: Key information such as maps, key event schedules and list of delegates.
- Invitations to TCR/Reserve events in Baku, such as the Delegate Briefing and North American Climate Leaders Reception.
- Access to photos and other media from pavilion and TCR Reserve events.
- TCR and Reserve note that sponsorship does not offer special access to attend COP

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

Memorandum

To: Chairperson Davina Hurt and Members  
of the Board of Directors

From: Philip M. Fine  
Executive Officer/APCO

Date: September 4, 2024

Re: Notice of Settlement of Claim by Environmental Democracy Project

RECOMMENDED ACTION

None; no action is requested at this time.

BACKGROUND

Section 9.9(b) of the Air District's Administrative Code authorizes the Executive Officer/APCO to settle claims against the Air District up to an amount of \$50,000. It requires the Executive Officer/APCO to report any such settlement to the Board of Directors.

DISCUSSION

Environmental Democracy Project (EDP) has asserted a claim that the Air District has failed to publish annual Toxic Air Contaminant Inventory Reports over the past three years as required by AB 2588, the Air Toxics "Hot Spots" Information and Assessment Act of 1987. EDP has made a series of similar claims against other California air districts.

Rather than challenge this claim, the Executive Officer/APCO, in consultation with and with the approval of the General Counsel, decided to resolve the claim through a settlement committing the Air District to publishing the annual Inventory Reports each year as required by the statute. The settlement also commits the Air District to publishing the toxic emissions data underlying the Inventory Reports on the facilities map on the Air District's website to make it easily accessible for the public. For each permitted facility in the Bay Area, any member of the public will be able to look up the facility's toxic emissions data just by hovering their cursor over and/or clicking on the facility's location on the map, which will cause the data to pop up and become visible. Putting this information on the website in this accessible format is not required by the statute, but doing so is in the public interest and reflects the Air District's renewed commitment to transparency, accountability, and public accessibility.

Additional information regarding this settlement can be found in the joint press release that the Air District and EDP issued to announce the settlement, which is available on the Air District's website at

[https://www.baaqmd.gov/~media/files/communications-and-outreach/publications/news-releases/2024/2024\\_034\\_edp\\_agreement\\_071624-pdf.pdf?rev=612e991dcd914afa804b6a2b3f12eb7f&sc\\_lang=en](https://www.baaqmd.gov/~media/files/communications-and-outreach/publications/news-releases/2024/2024_034_edp_agreement_071624-pdf.pdf?rev=612e991dcd914afa804b6a2b3f12eb7f&sc_lang=en)

The settlement requires the Air District to pay EDP's attorneys fees, in the amount of \$35,754, plus court costs of \$435. The Executive Officer/APCO has the authority to resolve this claim pursuant to the Administrative Code provision cited above, but such settlements must be publicly reported to the Board of Directors. This agenda item provides the required notice. A copy of the proposed consent judgment that memorializes the settlement is attached. The consent judgment will become effective upon approval by the Superior Court.

#### BUDGET CONSIDERATION/FINANCIAL IMPACT

Funds to cover the \$36,189 in attorneys fees and costs that will be due under the settlement are included in the Air District's litigation services budget in Program 205.

Respectfully submitted,

Philip M. Fine  
Executive Officer/APCO

Prepared by: Alexander Crockett

#### ATTACHMENTS:

1. Proposed Consent Judgment

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Lucas Williams, State Bar No. 264518  
Jacob Janzen, State Bar No. 313474  
**LEXINGTON LAW GROUP, LLP**  
503 Divisadero Street  
San Francisco, CA 94117  
Telephone: (415) 913-7800  
lwilliams@lexlawgroup.com  
jjanzen@lexlawgroup.com

Attorneys for Petitioner  
ENVIRONMENTAL DEMOCRACY PROJECT

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SAN FRANCISCO

ENVIRONMENTAL DEMOCRACY PROJECT,  
a non-profit corporation,  
  
Petitioner,  
  
v.  
  
BAY AREA AIR QUALITY MANAGEMENT  
DISTRICT,  
  
Respondent.

Case No.  
  
Assigned For All Purposes To The  
Honorable

**[PROPOSED] CONSENT  
JUDGMENT**

1 **1. INTRODUCTION**

2 **1.1** The parties to this Consent Judgment are Petitioner Environmental Democracy  
3 Project (EDP) and Respondent Bay Area Air Quality Management District (BAAQMD). EDP and  
4 BAAQMD are at times referred to herein individually as a “Party” and jointly as the “Parties.”

5 **1.2** EDP alleges that BAAQMD fails to comply with its mandatory duties under  
6 the Air Toxics “Hot Spots” Information and Assessment Act of 1987, Health & Safety Code  
7 sections 44300-44394 (the Hot Spots Act or Act). Specifically, EDP alleges that BAAQMD  
8 violates the Hot Spots Act by failing to prepare and publicize annual reports that identify  
9 industrial facilities that pose cancer risks and other threats to public health, or hold public  
10 hearings on those annual reports, as required by Health & Safety Code § 44363. EDP seeks a  
11 peremptory writ and injunction directing and requiring BAAQMD to comply with the annual  
12 reporting requirements of the Act, and a declaration that BAAQMD is in violation of its  
13 mandatory duties under the Act. BAAQMD disputes and denies EDP’s allegations.

14 **1.3** On March 4, 2024, counsel for Environmental Democracy Project (“EDP”), a  
15 California non-profit corporation, contacted counsel for BAAQMD to inform BAAQMD that  
16 EDP intended to file suit against BAAQMD based on their alleged Hot Spot Act violations.

17 **1.4** On July 15, 2024, EDP filed the Petition in this action.

18 **1.5** For purposes of this Consent Judgment only, the Parties stipulate that: (i) this  
19 Court has jurisdiction over the allegations of Hot Spots Act violations contained in the operative  
20 petition and personal jurisdiction over BAAQMD as to the acts alleged in the Petition; (ii) venue  
21 is proper in the County of San Francisco; and (iii) this Court has jurisdiction to enter this Consent  
22 Judgment.

23 **1.6** Nothing in this Consent Judgment is or shall be construed as an admission by  
24 the Parties of any fact, conclusion of law, issue of law, or violation of law, nor shall compliance  
25 with the Consent Judgment constitute or be construed as an admission by the Parties of any fact,  
26 conclusion of law, issue of law, or violation of law. Nothing in this Consent Judgment shall  
27 prejudice, waive, or impair any right, remedy, argument, or defense the Parties may have in any  
28 other legal proceeding. This Consent Judgment is the product of negotiation and compromise and

1 is accepted by the Parties for purposes of settling, compromising, and resolving issues disputed in  
2 this action.

3 **2. DEFINITIONS**

4 **2.1** “Annual Report” shall mean a prepared and published report that: (i) is based  
5 on the most recent finalized toxic emissions inventory data developed by BAAQMD; and (ii)  
6 satisfies each and every requirement set forth in Health & Safety Code § 44363(a). For the  
7 avoidance of doubt, the Parties recognize and acknowledge that it can take over twelve (12)  
8 months following the end of a calendar year for BAAQMD to finalize toxic emissions inventory  
9 data for that calendar year.

10 **2.2** “Distribute” shall mean to disseminate the Annual Report to county boards of  
11 supervisors, city councils, and local health officials as set forth in Health & Safety Code §  
12 44363(b).

13 **2.3** “Effective Date” means the date on which this Consent Judgment is entered by  
14 the Court.

15 **2.4** “Facility Map” shall mean a map on BAAQMD’s website that will show each  
16 (i) facility name, (ii) facility ID number, (iii) prioritization score, (iv) prioritization rank, and (v)  
17 annual emissions rate for each toxic air pollutant emitted, as listed in the toxic emissions  
18 inventory data underlying the Annual Report. This information will be readily visible to users  
19 simply by hovering their cursor over and/or clicking on a facility location on the Facility Map,  
20 which will cause the information for that facility to pop up and become visible and/or cause a  
21 menu to pop up from which the user may choose to view the information for that facility.

22 **2.5** “Hearing(s)” shall mean one or more public hearings to present the Annual  
23 Report and discuss its content and significance as set forth in Health & Safety Code § 44363(b).

24 **2.6** “Petition” shall mean the petition filed by EDP on July 15, 2024, in this  
25 action.

26 **2.7** “Report Date” shall mean October 4, 2024, and July 1 of each year thereafter.  
27  
28

1       **3.       INJUNCTIVE RELIEF**

2               **3.1**               No later than the Report Date each year, BAAQMD shall do all of the  
3 following:

4                       3.1.1 BAAQMD shall prepare and publish an Annual Report;

5                       3.1.2 BAAQMD shall Distribute the Annual Report;

6                       3.1.3 BAAQMD shall hold one or more Hearing(s) on the Annual Report; and

7                       3.1.4 BAAQMD shall publish the toxic emissions inventory data underlying the  
8 Annual Report on the Facility Map on BAAQMD’s website.

9       **4.       ENFORCEMENT**

10               **4.1**               Any Party may, by motion or application for an order to show cause before the  
11 Superior Court of the County of San Francisco, enforce the terms and conditions contained in this  
12 Consent Judgment. The prevailing party shall be entitled to its reasonable attorneys’ fees and  
13 costs incurred as a result of such motion or application. The terms of this Consent Judgment shall  
14 be enforced exclusively by the Parties hereto. The Parties’ sole remedy to enforce alleged  
15 violations of this Consent Judgment shall be an action to enforce the terms of this Consent  
16 Judgment pursuant to this section.

17               **4.2**               A Party intending to bring a motion or application to enforce the terms of this  
18 Consent Judgment must provide notice of such intent to the alleged offending Party, pursuant to  
19 Section 8 below, no later than fourteen (14) days prior to filing and serving the motion or  
20 application. Said notice must contain information to alert the alleged offending Party to the  
21 nature of the alleged violation. The non-moving Party may, within seven (7) days of receipt of  
22 the moving Party’s notice, propose in writing a reasonable period of time, not to exceed sixty (60)  
23 days, in which to cure the alleged violation. In that event, the Parties shall meet and confer in  
24 good faith to discuss and agree to a reasonable period of time for the non-moving Party to cure  
25 the alleged violation. If the Parties agree in writing to a reasonable period of time in which the  
26 non-moving party can cure the alleged violation, the moving Party shall not file any motion or  
27 application if the non-moving party cures the alleged violation within that period of time.  
28

1       **5.       PAYMENT**

2               **5.1**           BAAQMD shall make a total payment of \$35,754.00 to Lexington Law Group,  
3       LLP, on behalf of EDP, within fourteen (14) days of the Effective Date to reimburse EDP and its  
4       attorneys for a portion of their reasonable investigation fees and costs, attorneys’ fees, and any  
5       other costs incurred as a result of investigating, bringing this matter to BAAQMD’ attention,  
6       litigating, and negotiating a settlement, and securing entry of this Consent Judgment.

7               **5.2**           BAAQMD shall also make a total payment of \$435 to Lexington Law Group,  
8       LLP within fourteen (14) days of the Effective Date to reimburse Lexington Law Group, LLP for  
9       BAAQMD’ appearance fees in this matter.

10              **5.3**           BAAQMD shall wire the payments to Lexington Law Group pursuant to the  
11       wire instructions provided to BAAQMD by counsel for EDP. EDP shall notify BAAQMD promptly  
12       upon Lexington Law Group’s receipt of the payments pursuant to Section 8 below, which notice  
13       shall specify the date the payments were received.

14              **5.4**           Any failure by BAAQMD to comply with the payment terms above shall be  
15       subject to a stipulated late fee in the amount of \$100 for each day after the due date that  
16       BAAQMD has not complied, which amount shall be recoverable by EDP, together with its  
17       reasonable attorneys’ fees and costs, in an enforcement proceeding brought pursuant to Section 4.

18              **5.5**           BAAQMD’s payment of fees and costs pursuant to this Section 5 is not, and shall  
19       not be construed as, an admission that EDP is entitled to such fees and costs. Payment of such  
20       fees and costs shall be in full satisfaction of any and all claims EDP or its attorneys may have  
21       against BAAQMD for payment of fees and costs associated with this matter under Chapter 6 of  
22       Title 14 of Part 2 of the California Code of Civil Procedure (commencing with Section 1021),  
23       Division 17 of Title 3 of the California Rules of Court (commencing with Section 3.1700), or any  
24       other provision of law, except to the extent applicable in the event of enforcement of this Consent  
25       Judgment as explicitly provided for under Section 4.

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1 **6. MODIFICATION**

2 **6.1** This Consent Judgment may be modified by written agreement of all Parties  
3 without approval of the Court or upon motion of a Party as provided by law.

4 **6.2** Any Party seeking to modify this Consent Judgment shall attempt in good faith  
5 to meet and confer with the other Party prior to filing a motion to modify the Consent Judgment.

6 **7. CLAIMS COVERED AND RELEASED**

7 **7.1** This Consent Judgment is a full, final, and binding resolution between EDP and  
8 BAAQMD of any and all claims that EDP could bring with respect to BAAQMD's Hot Spots Act  
9 violations, including without limitation (1) any alleged violations of Health & Safety Code § 44363;  
10 and (2) any of EDP's allegations made in the Petition. In consideration of the promises and  
11 agreements contained herein, EDP, on behalf of itself and its past, current, and future officers,  
12 directors, agents, attorneys, representatives, successors, and/or assignees, hereby (i) waives all  
13 rights to institute or participate in, directly or indirectly, any form of legal action, and (ii) releases  
14 all claims of any nature whatsoever that were brought or could have been brought, against  
15 BAAQMD and/or its officers, directors, and agents (collectively "Releasees") with regard to or  
16 concerning alleged violation(s) of Health & Safety Code § 44363 and each of the Releasees' alleged  
17 violation(s) of Health & Safety Code § 44363, to the extent such violation occurred prior to the  
18 Effective Date.

19 **7.2** It is the Parties' understanding and intent that the injunctive relief of Section 3 of  
20 this Consent Judgment satisfies the requirements of Health and Safety Code § 44363. As such,  
21 EDP shall not bring any judicial or administrative action against Releasees, or any of them, for  
22 violation of § 44363 as it is drafted as of the Effective Date, provided that the Air District is in  
23 material compliance with this Consent Judgment. EDP shall bring any claim that the Air District is  
24 not in material compliance with this Consent Judgment as provided for under Section 4.

25 **7.3** Within five (5) business days of receipt of BAAQMD's settlement payments  
26 in compliance with Section 5 above, EDP shall dismiss the Petition with prejudice and with each  
27 Party to bear its own costs except as provided in this Consent Judgment.

28 **7.4** Nothing in this Section affects EDP's right to commence or prosecute an

1 action under the Hot Spots Act against any person other than BAAQMD or the other Releasees.

2 **8. NOTICE**

3 **8.1** When EDP is entitled to receive any notice under this Consent Judgment, the  
4 notice shall be sent by first class and electronic mail to:

5 Lucas Williams  
6 Lexington Law Group, LLP  
7 503 Divisadero Street  
8 San Francisco, CA 94117  
9 lwilliams@lexlawgroup.com

10 **8.2** When BAAQMD is entitled to receive any notice under this Consent  
11 Judgment, the notice shall be sent by first class and electronic mail to:

12 Philip M. Fine  
13 Executive Officer/APCO  
14 Bay Area Air Quality Management District  
15 San Francisco, CA 94105  
16 gnudd@baaqmd.gov

17 and

18 Alexander Crockett, Esq.  
19 General Counsel  
20 Bay Area Air Quality Management District  
21 San Francisco, CA 94105  
22 acrockett@baaqmd.gov

23 **8.3** Any Party may change the person and address to whom the notice is to be sent  
24 by sending the other Party notice of such change by first class and electronic mail.

25 **9. COURT APPROVAL**

26 **9.1** The Parties agree to seek Court approval of this Consent Judgment.

27 **9.2** This Consent Judgment shall become effective upon entry by the Court. If this  
28 Consent Judgment is not entered by the Court, it shall be of no force or effect and shall never be  
introduced into evidence or otherwise used in any proceeding for any purpose.

**10. SEVERABILITY**

**10.1** In the event that any of the provisions of this Consent Judgment are held by a  
court to be unenforceable, the validity of the enforceable provisions shall not be adversely affected.

1 **11. GOVERNING LAW**

2 **11.1** The terms of this Consent Judgment shall be governed by the laws of the State  
3 of California.

4 **12. ENTIRE AGREEMENT**

5 **12.1** This Consent Judgment contains the sole and entire agreement and  
6 understanding of the Parties with respect to the entire subject matter hereof, and any and all prior  
7 discussions, negotiations, commitments or understandings related thereto, if any, are hereby  
8 merged herein. There are no warranties, representations or other agreements between the Parties  
9 except as expressly set forth herein. No representations, oral or otherwise, express or implied,  
10 other than those specifically referred to in this Consent Judgment, have been made by any Party  
11 hereto. No other agreements not specifically contained or referenced herein, oral or otherwise,  
12 shall be deemed to exist or to bind any of the Parties hereto. Any agreements specifically  
13 contained or referenced herein, oral or otherwise, shall be deemed to exist or to bind any of the  
14 Parties hereto only to the extent that they are expressly incorporated herein. No supplementation,  
15 modification, waiver or termination of this Consent Judgment shall be binding unless executed in  
16 writing by the Party to be bound thereby or entered by the Court. No waiver of any of the  
17 provisions of this Consent Judgment shall be deemed or shall constitute a waiver of any of the  
18 other provisions hereof whether or not similar, nor shall such waiver constitute a continuing  
19 waiver.

20 **13. SUCCESSORS AND ASSIGNS**

21 **13.1** This Consent Judgment shall apply to and be binding upon EDP and BAAQMD and  
22 the successors or assigns of any of them.

23 **14. RETENTION OF JURISDICTION**

24 **14.1** This Court shall retain jurisdiction of this matter to implement or modify the  
25 Consent Judgment.

26 **15. AUTHORITY TO STIPULATE TO CONSENT JUDGMENT**

27 **15.1** Each signatory to this Consent Judgment certifies that he or she is fully  
28 authorized by the Party he or she represents to stipulate to this Consent Judgment and to enter into

1 and execute the Consent Judgment on behalf of the Party represented and legally to bind that  
2 Party. The undersigned have read, understand, and agree to all of the terms and conditions of this  
3 Consent Judgment.

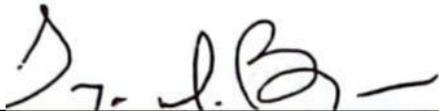
4 **16. NO EFFECT ON OTHER SETTLEMENTS**

5 **16.1** Nothing in this Consent Judgment shall preclude EDP from resolving any  
6 claim against an entity other than BAAQMD on terms that are different than those contained in  
7 this Consent Judgment.

8  
9 **IT IS SO STIPULATED:**

10  
11 Dated: July 12, 2024

**ENVIRONMENTAL DEMOCRACY  
PROJECT**

12  
13  
14   
15 \_\_\_\_\_  
16 Tanya Boyce  
17 Chief Executive Officer

18 Dated: July 12, 2024

**BAY AREA AIR QUALITY  
MANAGEMENT DISTRICT**

19  
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21 \_\_\_\_\_  
22 Philip M. Fine  
23 Executive Officer/APCO

24 APPROVED AS TO FORM BY:

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26 \_\_\_\_\_  
27 Alexander Crockett  
28 General Counsel

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**IT IS SO ORDERED:**

Dated: \_\_\_\_\_, 2024

\_\_\_\_\_  
Judge of the Superior Court

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

Memorandum

To: Chairperson Davina Hurt and Members  
of the Board of Directors

From: Philip M. Fine  
Executive Officer/APCO

Date: September 4, 2024

Re: Amendment of Air District Procurement Policy

RECOMMENDED ACTION

Recommend that the Board of Directors adopt proposed amendments to the Procurement Policy, originally adopted on May 1, 2024, and effective July 1, 2024. These amendments will 1) align policy language with the Administrative Code 2) specify renewals that can be approved by the Executive Officer 3) clarify allowances for special circumstances (e.g., single source, warranty, public interest) and 4) define blanket purchase orders as purchasing agreements, not substitutes for required contracts.

Under Section 6 of the Procurement Policy, revisions to this Procurement Policy require approval by the Executive Officer/Air Pollution Control Officer (APCO) and the Board of Directors.

BACKGROUND

On May 1, 2024, the Board of Directors adopted a revised Administrative Code, Section 9.4 – Procurement and Contracting, and approved the updated version of the Air District Procurement Policy. The revised Administrative Code, Section 9.4, and Air District Procurement Policy went into effect on July 1, 2024.

DISCUSSION

The proposed revised Procurement Policy aims to align policy language with the Administrative Code, in particular, Section 9.4 (c) which pertains to amending existing Air District contracts. Due to an oversight in the alignment of the language, the adopted Procurement Policy was initially written with stricter language than the Administrative Code. The amendment to the Procurement Policy Section 8 (d) replaces the existing language with the same language that appears in the Administrative Code Section 9.4 (c), ensuring that both governing documents are aligned in approach to amendments.

In addition to the above change, it is proposed to insert a subsection to Section 8 (d) to provide for select renewals of contracts for specific categories of goods or services as specified in the Procurement Procedures. Examples of these may include utilities, fuel, software licenses, and other recurring operating expenses. This subsection allows for these select contracts to be renewed and recurring payments made under Executive Officer/APCO authority provided that the initial procurement was authorized under the then-applicable provisions of the Administrative Code and Procurement Policy, including the use of appropriate required competitive processes. For all such contracts, recurring payments shall be reported to the Board of Directors in the quarterly Financial Report.

The adopted Procurement Policy provides for exemptions to the competitive process in Section 8 (e). While developing the internal Procurement Procedure documents, it was recommended by staff that further specificity be inserted into the Procurement Policy for better governance of these exemptions.

Lastly, and based on staff recommendations, there are minor changes within Section 8 (f) regarding Blanket Purchase Orders. The amendments aim to clarify that a blanket purchase order is a long-term purchasing agreement with a vendor but may not replace a contract as required in the Procurement Policy and the Procurement Procedures (in the instances of services or goods over the formal threshold).

#### BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Philip M. Fine  
Executive Officer/APCO

Prepared by: Maricela Martinez  
Reviewed by: Hyacinch Hinojosa

#### ATTACHMENTS:

1. Air District Administrative Code Section 9.4 - Procurement and Contracting
2. Air District Procurement Policy
3. Proposed Revised Procurement Policy (redlined version)

# Bay Area Air Quality Management District

## Administrative Code, Section 9.4

(Adopted 05/01/24, Effective 07/01/24)

### Procurement and Contracting

- a) The APCO shall develop for approval by the Board of Directors a Procurement Policy establishing procedures for competitive bidding, awarding, administering, and executing contracts for goods and services, leases, and other similar contractual agreements (collectively referred to herein as “contracts”). The APCO may further delegate its authority as defined in the Procurement Policy and Procedures.
- b) The APCO may execute contracts in an amount that does not exceed two hundred thousand dollars (\$200,000) as specified in the Procurement Policy. The APCO shall report such contracts to the Board of Directors if they exceed one hundred thousand dollars (\$100,000). Contracts in excess of two hundred thousand dollars (\$200,000) must receive prior approval by the Board of Directors. The APCO may bring any contract before the Board of Directors for approval if they deem it in the best interest of the Air District.
- c) The APCO may execute amendments to contracts if (1) the amount of a contract as amended does not exceed two hundred thousand dollars (\$200,000), or (2) if the contract had previously been approved by the Board of Directors, the cumulative amount of any amendments does not exceed the previously approved amount by more than two hundred thousand dollars (\$200,000) or 25%. All other amendments must be approved by the Board of Directors. The APCO shall report to the Board of Directors any amendments that (1) cause the amount of a contract as amended to exceed one hundred thousand dollars (\$100,000), or (2) cause the amount of a contract already exceeding one hundred thousand dollars (\$100,000) to increase by more than 25%. The APCO may bring any contract amendment before the Board of Directors for approval if they deem it in the best interest of the Air District.
- d) Notwithstanding any limitations in this Section 9.4, the APCO may execute contracts for goods and services without prior approval by the Board of Directors in the event of a declared state of emergency that causes a need to immediately procure such goods or services to make repairs, to safeguard the lives or property of residents within the Air District jurisdiction or Air District employees or property, or to otherwise protect public health or welfare as a result of extraordinary conditions created by war, epidemic, weather, fire, flood, earthquake or other catastrophe, or the breakdown of any plant, equipment, structure, or public work. The APCO may execute such a contract in an expeditious manner to the extent necessary to respond to the emergency; however, if the emergency permits, the APCO shall obtain the approval of the Chairperson of the Board of Directors. The APCO shall report to the Board of Directors on the execution of the contract as soon as practicably possible.

- e) Notwithstanding any limitations in this Section 9.4, the APCO may execute renewal contracts for select recurring standard services without approval by the Board of Directors, including those exceeding two hundred thousand dollars (\$200,000), provided the initial procurement was authorized under then-applicable provisions of the Administrative Code, including the use of appropriate required competitive processes. These select recurring services are limited to utilities and other core services specifically identified in the Procurement Policy and for which the Board of Directors has provided pre-approval given their essential and recurring nature.

For all such contracts, recurring payments shall be reported to the Board of Directors in the quarterly Financial Report. The provisions of this paragraph apply to qualifying renewals of existing contracts only. Approval by the Board of Directors is required for all new contracts if the goods or services are initially anticipated to be greater than two hundred thousand dollars (\$200,000), as calculated pursuant to the Procurement Policy.

- f) In circumstances where a contract is required to be executed independently from the APCO, and no other Air District employee can appropriately execute the contract due to legal, confidentiality, or personnel reasons, or because other extenuating circumstances exist, the Chairperson of the Board of Directors may execute the contract on behalf of the Air District, with notification to the Board of Directors, if the amount of the contract does not exceed two hundred thousand dollars (\$200,000). Such contracts in excess of two hundred thousand dollars (\$200,000) must be approved by the Board of Directors. In approving such contracts, the Board of Directors shall authorize and direct the Chairperson, the Vice-Chairperson, or another member of the Board of Directors to execute the contract on behalf of the Air District. In entering into contracts under this subsection 9.4(e), the Chairperson and the Board of Directors shall endeavor to follow the Procurement Policy to the extent practicable.
- g) The General Counsel may execute contracts for outside legal services as provided for in Section 8.2(b).

# Bay Area Air Quality Management District Procurement Policy

(Adopted 05/01/24, Effective 07/01/24)

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## **Procurement Policy**

### **1. Purpose**

This Procurement Policy (Policy) outlines the principles and objectives of the Bay Area Air Quality Management District (Air District) pursuant to Section 9.4 of the Air District's Administrative Code establishing procedures for competitive bidding, awarding, administering, and executing contracts for goods and services, and other similar contractual agreements (collectively referred to herein as "contracts"). This Policy provides the framework for the Administrative Resources Division's (ARD's) Procurement Procedures, which offer detailed and practical guidance to staff as they carry out the procurement of goods and services in support of Air District operations. Under this policy, the ARD may develop additional procedures for specific agreement types, including, but not limited to, Interagency Agreements (IA), Memorandum of Understanding (MOU), Grant Agreements, Leases and Purchases of Real Property, Public Works, and Architectural and Engineering. Where a conflict exists between the Administrative Code, Policy, and Procedures, the most restrictive requirements control.

### **2. Policy Statement**

The Air District recognizes its legal duty to implement uniform policies and procedures to ensure the efficient, effective, and ethical procurement of goods and services. The Air District's Procurement Policy objectives include complying with local, state, and federal rules and regulations; ensuring the fairness, integrity, and transparency of process; meeting organizational needs effectively and efficiently; supporting the continuity of services and protection of health and safety; and achieving best value. (California State Constitution, PCC §§ 1100 et. al., HSC §§ 40200 – 40276, GOV §§ 29000 – 29009)

### **3. Applicability**

All staff who participate in the process of procuring goods and services on behalf of Air District must follow and adhere to this Procurement Policy and any associated procedures.

### **4. Authority to Contract**

The Air District is empowered by California Health and Safety Code (HSC § 40701) "to cooperate and contract with any federal, state, or local governmental agencies, private industries, or civic groups necessary or proper to the accomplishment of the purposes of [air pollution control]." The Air Pollution Control Officer (APCO) serves as the Air District's ex-officio Procurement Agent and may further delegate its authority to approve procurements as defined in the Procurement Policy and Procedures.

## **5. Related Laws**

As a public entity, as defined by the State of California, the Air District is required to comply with the California Public Contract Code. (PCC § 1100 et. al.) Per California Government Code (GOV § 54202), every local agency, including the Air District, must adopt policies and procedures for procuring supplies and equipment that must include bidding regulations and cannot conflict with state statutes. For procurements using federal funds, the Air District must also comply with the U.S. Code of Federal Regulations (2 CFR 200, et. al.), which outlines additional requirements for the procurement process and agreement terms, including documented procurement procedures (2 CFR 200.320). To the extent possible, Air District policies and procedures adopt the terms and definitions used in state and federal code to support compliance and avoid confusion.

## **6. Policy Ownership and Revisions**

The APCO, as the ex-officio Procurement Agent for the Air District, is responsible and accountable for its procurement program. These responsibilities include the creation, maintenance, and implementation of this Procurement Policy. Revisions to this Procurement Policy require approval by the APCO and the Board of Directors. The APCO, as it deems appropriate, may delegate responsibility for developing and implementing Procurement Procedures, as well as the review and approval of select contracts. Such delegated authority shall be documented in the Air District's Procurement Procedures.

## **7. Procurement Principles**

### **a) Comply with local, state, and federal rules and regulations**

The Air District shall adhere to its procurement policies and procedures, and requirements established by federal, state, and local entities. The Air District is also responsible for complying with additional requirements associated with other sections of Air District administrative policies, various funding sources, and procurement methods. Where a conflict exists between the applicable laws, regulations, policies and procedures, the most restrictive requirements control.

### **b) Meet the organization's needs effectively and efficiently**

The Air District's procurement process must balance the benefits and burdens of procedures and controls with the operational needs and risk tolerance of the organization. The Air District's Procurement Procedures shall provide a structure to define the required reporting, approvals, insurance, and procurement process needs based on criteria such as contract amount, type, term, and complexity. Any exemptions from standard processes must fall under an approved justification. The purchase of goods and services shall not be split into separate contracts to circumvent the thresholds for approvals, reporting, and competitive procurement. All purchases of goods and services require justification and are restricted to that necessary to the operation of the agency and accomplishment of its mission and goals.

**c) Ensure the continuity of services and protection of health and safety**

In limited circumstances, the Air District may find justification for exemptions from standard procurement rules, such as when needed to ensure the continuity of critical services and protection of health and safety. This includes the Emergency Exemption defined in the Administrative Code 9.4(d). This and any other exemptions shall be further defined in the Procurement Procedures and be restricted in their application.

**d) Achieve value for money**

As a steward of public funds, the Air District is committed to implementing policies and procedures that support achieving the lowest cost and best value in its procurement of goods and services. The criteria for quote and proposal evaluation and contract award may be different for various goods and services, as defined in the Procurement Procedures, and may sometimes consider more factors than cost alone when in the best interest of the Air District.

**e) Maintain the fairness and integrity of an open competitive process**

The Air District shall ensure a fair and transparent procurement process that promotes full and open competition consistent with applicable regulations and best practices. This encompasses Air District's commitment to nondiscrimination, desire to contract with diverse types of businesses and organizations, and the implementation of internal controls and conflict of interest policies, which are described below.

**f) Encourage purchasing from local, small, and disadvantaged businesses**

The Air District shall, to the extent lawful and appropriate, encourage minority, veteran, and women owned businesses to bid on contracts. The Air District shall also encourage purchasing from local and small businesses and will implement goals and preference programs as permitted by law. To support the creation of a diverse and competitive contractor community, Air District encourages the equitable distribution of its contracting opportunities by procuring from a variety of contractors when possible. For these purposes, local businesses are considered those located within the Air District's nine-county geographic jurisdiction.

**g) Nondiscrimination in the procurement process**

No employee, officer, advisor, or agent of the Agency shall, on the grounds of race, color, sex, sexual orientation, marital status, religion, national origin, ancestry, ethnic group identification, age, physical or mental disability, medical condition, genetic information, or pregnancy, childbirth, or related medical conditions, permit discrimination against any person or group of persons in connection with the procurement process.

**h) Conflict of interest policies**

Air District conflict of interest policies apply to both personal and organizational conflicts of interest and apply to both real and apparent conflicts. An apparent conflict of interest exists when a reasonable person with all the material facts believes that there appears to be a conflict. Violators of these standards are subject to penalties, sanctions, or other disciplinary actions, up to and including termination. Any questions regarding a potential conflict of interest should be referred

to the Legal Division for advice and consultation. As applicable, Air District officials, staff, and consultants are required to file a Statement of Economic Interests/Form 700 with the Air District's Filing Officer.

**Personal conflicts**

No employee, officer, advisor, or agent of the Air District shall participate in the selection, award, or administration of a contract if a conflict of interest, real or apparent, is involved. Such a conflict would arise if any of the following has a financial or other interest in the prospective consultant or contractor (or any subcontractors) considered for award: (1) The employee, officer, advisor, or agent; (2) Any member of their immediate family; (3) Their domestic or business partner; or (4) An organization that employs any of the above, or with which any of them have an arrangement concerning prospective employment.

No employee, officer, advisor, or agent of the Air District may have a financial interest in any contract made by them in their official capacity, or in the case of Board members, by the Board when they are members. (Government Code §§1090 and 87100)

**Organizational conflicts**

It is the Air District's policy not to award contracts to consultants when there is an organizational conflict of interest. An organizational conflict of interest exists when a consultant or contractor, because of other activities, relationships, or contracts, is unable or potentially unable to render impartial assistance or advice to the Air District, and the consultant's objectivity in performing the contract work is or might be otherwise impaired, or a consultant has an unfair competitive advantage. Whenever the Air District is awarding a contract that involves the rendering of advice, it will consider whether there exists the potential for bias, because of other activities, relationships, or contracts of the consultant.

**Gifts and gratuities**

No employee, officer, advisor, or agent of the Agency shall solicit or accept gratuities, favors, or anything of monetary value from consultants, vendors, contractors or potential consultants, vendors, contractors or parties to sub-agreements in accordance with the restrictions, thresholds, and reporting requirements established by the California Fair Political Practices Commission (FPPC) and Government Code §87100, et al., which may be updated from time to time. Further, the Air District prohibits practices which might result in unlawful activity including, but not limited to, rebates, kickbacks, or other unlawful consideration.

**8. Procurement Requirements**

**a) Approvals and reporting requirements**

Within the thresholds established in Administrative Code 9.4, the APCO may further delegate the authority to approve contracts for goods and services based on thresholds and criteria specified in the Procurement Procedures. These Procedures will also outline the requirements

for seeking and documenting approvals and the process for quarterly reporting to the Board of Directors. It is the Air District's policy that a requesting party cannot serve as the approving party for their own procurement request.

**b) Competitive procurement requirements**

The Air District shall prescribe when solicitation and evaluation requirements apply to procurements based on thresholds and criteria specified in the Procurement Procedures. This includes parameters that limit the instances and amounts by which the Air District can amend existing contracts before having to undertake a new procurement process.

**c) Purchase dollar amount determination**

For the purpose of applying the dollar thresholds in the Procurement Policy and Procedures, the amount of the contract shall be determined by adding together the amount of the base contract and, if applicable, any amendments and option years. It is the total potential amount of the contract receiving approval. In instances in which the total amount of the contract is uncertain (e.g., bench contracts, blanket purchase orders), the Air District must provide a best estimate and will be limited to the amount authorized unless it receives the approvals required of the higher amount. To determine the total cost of a lease, the Air District must account for monthly rent, operating expenses, optional renewals, tenant improvements, and any other expenses that it will pay for in the lease.

The Air District prohibits contracts from being split into smaller quantities or amounts or artificial phases for the purposes of evading or circumventing the Air District's approval, reporting, and competitive bidding requirements. Repeat contracts for the same goods or services with the same contractor must be noted by the requestor and tracked by the Air District Administrative Resources Division, and they shall be subject to increased scrutiny, require additional justification, and are subject to denial or additional requirements at the discretion of the APCO or its designee.

**d) Contract length, amendments, and options**

Unless otherwise stated in the contract in question, the Air District cannot amend a contract for an amount that exceeds 25% of the originally approved contract amount. One-time amendments for time only are generally permitted with justification. The total number of years of a contract, inclusive of any amendments and option years, cannot exceed five years, unless an exception is approved by the APCO. Contract terms governing amendments and option years must be specific and limited, provide a process for exercising an amendment or option, and specify any planned changes to contract terms. Unless otherwise stated, Air District presumes original contract pricing and terms will apply to all amendments and options. Under all circumstances, the Air District shall retain discretion regarding the exercising of an amendment or option. Amendments and options must be accompanied by a justification and be made to a contract prior to its expiration and are subject to Air District approval and reporting requirements.

**e) Purchases exempt from competitive process**

The Air District has identified the following types of purchases eligible to be exempted from the competitive procurement process. The contract cover memo must include justification for the waiving of competitive requirements and cite one of these pre-defined exemptions. Unless otherwise noted, Air District approval and reporting requirements still apply.

**Purchases of goods and services under \$10,000**

Purchases of goods and services that cost less than \$10,000 do not require a competitive process but do need to show the purchase is fair and reasonable. The Air District finds the competitive process overly burdensome relative to the low dollar value and risk of these purchases. Nevertheless, the Director of the ARD may choose to add requirements to these purchases if deemed in the best interest of the Air District. To the extent practicable, the Air District encourages distributing such purchases equitably among qualified suppliers.

**Emergency Purchases**

Per Administrative Code 9.4(d), the APCO is authorized to make purchases during an emergency exempt from Board of Directors approval and the standard competitive process if required to ensure the continuity of critical services and the protection of health and safety. In an emergency, contact the Business Office staff for guidance and to coordinate the purchase of goods and services. Provide as many details as possible so that the Business Office can assess the situation and determine the best course of action. A supporting cover memo will be required to justify the emergency purchase. The extent of the purchase should be limited to that required for the emergency.

**Pre-approved purchases for select goods and testing**

Purchases of standardized equipment, and purchases of goods for product testing are exempt from the three-quote requirement and competitive bidding requirements, provided the purchases have been pre-approved by the Director of Administrative Resources.

**Sole Source Purchases**

Bidding may not be required when there is only one provider of the specific goods or services required by the Air District. In general, the Air District does not promote sole source contracts and they will only be approved in narrow circumstances in which there is compelling justification for the specific good or service needed, no reasonable substitute, supporting evidence that the selected vendor is the only viable provider, and the costs for the goods or services are reasonable. Sole source purchases typically include scientific and technical equipment and services uniquely available. A contract cover memo detailing the justification must be provided and attached to the contract file. In the absence of a competitive process, all sole source purchases under \$200,000 are subject to APCO approval.

**Limited Board of Directors Contracts**

Per Administrative Code 9.4(e), there are limited circumstances under which the Board of Directors authorizes its officers to enter into contracts without prior approval and outside of the Air District Policies and Procedures.

**f) Bench Contracts and Blanket Purchase Orders**

There may be instances in which it is in the Air District’s best interest to establish contracts for goods and services that it knows it needs yet the specific timing and quantity of the need is uncertain. The Bench Contract and Blanket Purchase Order options provide an opportunity for the Air District to meet its needs under various scenarios while remaining compliant with its Procurement Policy and Procedures by either pre-qualifying contractors or permitting multiple orders under one purchase order. These options are to be restricted to specific circumstances that are pre-approved by the APCO or its designee based on circumstances and need.

**Bench Contracts**

Bench Contracts may be used when the Air District determines it is in its best interest to develop a list of pre-qualified contractors for the purchase of specific types of goods or services on a timely basis. This is most commonly appropriate when there is a known recurring need for select goods or services, there are multiple contractors that can meet the Air District’s needs, and the specific timing and quantity of services is uncertain. The Bench Contract approach may save the Air District time by front-loading the process of locating and verifying qualified contractors and pricing as well as streamlining the collection of select internal approvals. A Request for Qualifications (RFQ) process is used to establish the bench and a Task Order Solicitation is used to select bench contractors for specific projects.

**Blanket Purchase Orders**

Blanket Purchase Orders may be used when the Air District determines it is in its best interest to establish a long-term agreement with a contractor that allows for recurring orders with multiple payments for the same goods or services over a set period based on pre-set terms. This is most commonly appropriate when there is a known recurring need for specific goods or services, there is one contractor that can best meet the Air District’s needs, and the specific timing and quantity of goods and services is uncertain. A common example of this is maintenance and service contracts. The Blanket Purchase Order approach may save the Air District time by allowing it to avoid repeat procurement efforts for the same goods and services with the same contractor and allow for the creation of only one Purchase Order number for easier processing of multiple orders and invoices.

**g) Federally Funded Purchases**

Air District purchases using federal funds are subject to Office of Management and Budget (OMB) Guidance for Grants and Agreements, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200), which set forth a series of regulations required of non-federal entities that impact many aspects of the

procurement process, including thresholds and bid types, evaluation criteria, conflict of interest, documentation, contract provisions, and post-award management. General procurement requirements for non-federal recipients are located in 2 CFR 200.318 and language required to be included in all contracts are located in Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. Programs planning on using federal funds for a purchase must contact the Business Office prior to starting the procurement process to receive guidance on these requirements.

**h) Public Works Contracts**

Air District public works contracts are subject to additional state provisions, defined in California Public Contract Code. The Code defines a public works contract as “an agreement for the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind,” (PCC § 1101). This includes the construction, reconstruction, erection, alteration, renovation, improvement, and repair including painting and repainting of publicly owned property. It excludes maintenance work such as routine or recurring work for protection or preservation, minor painting, or landscape maintenance. (PCC § 22002). Programs planning on entering a contract that may have a public works component must contact the Business Office prior to starting the procurement process to receive guidance on these requirements.

**i) Architectural and Engineering (A&E) Contracts**

Professional services of an architectural or engineering nature, that are required to be performed or approved by a person licensed, registered, or certified to provide A&E services. A&E services include research, planning, development, design, construction, alteration, or repair of real property. A&E services also include studies, investigations, surveying and mapping, tests, evaluations, consultations, comprehensive planning, program management, conceptual designs, plans and specifications, value engineering, construction phase services, soils engineering, drawing reviews, preparation of operating and maintenance manuals, and other related services. (40 USC § 1102(2)). A&E contracts are subject to additional state requirements. Programs planning on entering an A&E contract must contact the Business Office prior to making the purchase to receive guidance on these requirements.

**j) Lease Agreements**

Lease Agreements and License Agreements follow the same review and approval process as a typical contract but may be subject to additional forms and considerations. Divisions entering into a new lease agreement or renewing an existing lease agreement must complete the Lease Term Worksheet as a part of the contracting process. It is also expected that the Air District performed a cost-benefit analysis of leasing versus purchasing. Board of Directors approval is required for leases and licenses that exceed two hundred thousand (\$200,000) over the life of the lease or license. To determine the total cost of the lease, the Air District must account for monthly rent, operating expenses, optional renewals, tenant improvements, and any other expenses that it will pay for in the lease.

**k) Leveraged Procurement Agreements**

In some circumstances, the Air District may have access to a Leveraged Procurement Agreement (LPA) established by itself, the state, or another entity, which offers a streamlined option for procuring select goods and services from a list of pre-qualified contractors. Oftentimes, these contractors have been prequalified and undergone a competitive process or negotiations to get on the lists, which are limited to specific goods and services. Each leveraged procurement type will have its own rules and processes for when and how it can be used, which will be binding on the Air District. This may include requesting multiple bids from pre-qualified vendors.

Examples of State of California leveraged procurements include the IT and non-IT California Multiple Award Schedule (CMAS), IT Master Services Agreement (IT MSA), Software Licensing Program (SLP), and California Network and Telecommunications (CALNET) Program. Cooperative agreements and purchasing programs may also provide access to multi-state contracts, such as the National Association of State Procurement Officials (NASPO) ValuePoint. Before using a Leveraged Procurement Agreement, contact the Business Office to confirm the applicability of and processes associated with the agreement.

**l) Methods of Payment**

The Air District may allow multiple payment methods to facilitate the purchasing of goods and services, including checks, credit cards, fuel cards, and charge cards. All purchases, regardless of method of payment, must comply with Air District Procurement Policy and Procedures. In addition, the Air District has specific requirements regarding the issuance, oversight, management, and usage limitations of each payment method. Staff are responsible for understanding and complying with these requirements. Air District-issued credit card payments for food and beverages are only permitted as a method of last resort when a vendor does not accept other payment methods.

# Bay Area Air Quality Management District Procurement Policy

(Adopted 05/01/24, Effective 07/01/24 Proposed Effective 09/04/2024)

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## Procurement Policy

### 1. Purpose

This Procurement Policy (Policy) outlines the principles and objectives of the Bay Area Air Quality Management District (Air District) pursuant to Section 9.4 of the Air District’s Administrative Code establishing procedures for competitive bidding, awarding, administering, and executing contracts for goods and services, and other similar contractual agreements (collectively referred to herein as “contracts”). This Policy provides the framework for the Administrative Resources Division’s (ARD’s) Procurement Procedures, which offer detailed and practical guidance to staff as they carry out the procurement of goods and services in support of Air District operations. Under this Policy, the ARD may develop additional procedures for specific agreement types, including, but not limited to, Interagency Agreements (IA), Memorandum of Understanding (MOU), Grant Agreements, Leases and Purchases of Real Property, Public Works, and Architectural and Engineering. Where a conflict exists between the Administrative Code, Policy, and Procedures, the most restrictive requirements control.

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No employee, officer, advisor, or agent of the Agency shall, on the grounds of race, color, sex, sexual orientation, marital status, religion, national origin, ancestry, ethnic group identification, age, physical or mental disability, medical condition, genetic information, or pregnancy, childbirth, or related medical conditions, permit discrimination against any person or group of persons in connection with the procurement process.

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referred to the Legal Division for advice and consultation. As applicable, Air District officials, staff, and consultants are required to file a Statement of Economic Interests/Form 700 with the Air District’s Filing Officer.

**Personal conflicts**

No employee, officer, advisor, or agent of the Air District shall participate in the selection, award, or administration of a contract if a conflict of interest, real or apparent, is involved. Such a conflict would arise if any of the following has a financial or other interest in the prospective consultant or contractor (or any subcontractors) considered for award: (1) The employee, officer, advisor, or agent; (2) Any member of their immediate family; (3) Their domestic or business partner; or (4) An organization that employs any of the above, or with which any of them have an arrangement concerning prospective employment.

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No employee, officer, advisor, or agent of the Air District may have a financial interest in any contract made by them in their official capacity, or in the case of Board members, by the Board when they are members. (Government Code §§1090 and 87100)

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**Organizational conflicts**

It is the Air District’s policy not to award contracts to consultants when there is an organizational conflict of interest. An organizational conflict of interest exists when a consultant or contractor, because of other activities, relationships, or contracts, is unable or potentially unable to render impartial assistance or advice to the Air District, and the consultant’s objectivity in performing the contract work is or might be otherwise impaired, or a consultant has an unfair competitive advantage. Whenever the Air District is awarding a contract that involves the rendering of advice, it will consider whether there exists the potential for bias, because of other activities, relationships, or contracts of the consultant.

**Gifts and gratuities**

No employee, officer, advisor, or agent of the Agency shall solicit or accept gratuities, favors, or anything of monetary value from consultants, vendors, contractors or potential consultants, vendors, contractors or parties to sub-agreements in accordance with the restrictions, thresholds, and reporting requirements established by the California Fair Political Practices Commission (FPPC) and Government Code §87100, et al., which may be updated from time to time. Further, the Air District prohibits practices which might result in unlawful activity including, but not limited to, rebates, kickbacks, or other unlawful consideration.

**8. Procurement Requirements**

**a) Approvals and reporting requirements**

Within the thresholds established in Administrative Code 9.4, the APCO may further delegate the authority to approve contracts for goods and services based on thresholds and criteria

specified in the Procurement Procedures. These Procedures will also outline the requirements for seeking and documenting approvals and the process for quarterly reporting to the Board of Directors. It is the Air District's policy that a requesting party cannot serve as the approving party for their own procurement request.

**b) Competitive procurement requirements**

The Air District shall prescribe when solicitation and evaluation requirements apply to procurements based on thresholds and criteria specified in the Procurement Procedures. This includes parameters that limit the instances and amounts by which the Air District can amend existing contracts before having to undertake a new procurement process.

**c) Purchase dollar amount determination**

For the purpose of applying the dollar thresholds in the Procurement Policy and Procedures, the amount of the contract shall be determined by adding together the amount of the base contract and, if applicable, any amendments and option years. It is the total potential amount of the contract receiving approval. In instances in which the total amount of the contract or purchasing agreement is uncertain (e.g., bench contracts, blanket purchase orders), the Air District must provide a best estimate and will be limited to the amount authorized unless it receives the approvals required of the higher amount. To determine the total cost of a lease, the Air District must account for monthly rent, operating expenses, optional renewals, tenant improvements, and any other expenses that it will pay for in the lease.

The Air District prohibits contracts from being split into smaller quantities or amounts or artificial phases for the purposes of evading or circumventing the Air District's approval, reporting, and competitive bidding requirements. Repeat contracts for the same goods or services with the same contractor must be noted by the requestor and tracked by the Air District Administrative Resources Division, and they shall be subject to increased scrutiny, require additional justification, and are subject to denial or additional requirements at the discretion of the APCO or its designee.

**d) Contract length, amendments, and options**

Unless otherwise stated in the contract in question, the APCO may execute amendments to contracts if (1) the amount of a contract as amended does not exceed two hundred thousand dollars (\$200,000), or (2) if the contract had previously been approved by the Board of Directors, the cumulative amount of any amendments does not exceed the previously approved amount by more than two hundred thousand dollars (\$200,000) or 25%. All other amendments must be approved by the Board of Directors. The APCO shall report to the Board of Directors any amendments that (1) cause the amount of a contract as amended to exceed one hundred thousand dollars (\$100,000), or (2) cause the amount of a contract already exceeding one hundred thousand dollars (\$100,000) to increase by more than 25%. The APCO may bring any contract amendment before the Board of Directors for approval if they deem it in the best interest of the Air District.~~Air District cannot amend a contract for an amount that exceeds 25% of the originally approved contract amount.~~

-One-time amendments for time only are generally permitted with justification. The total number of years of a contract, inclusive of any amendments and option years, cannot exceed five years, unless an exception is approved by the APCO. Contract terms governing amendments and option years must be specific and limited, provide a process for exercising an amendment or option, and specify any planned changes to contract terms. Unless otherwise stated, Air District presumes original contract pricing and terms will apply to all amendments and options. Under all circumstances, the Air District shall retain discretion regarding the exercising of an amendment or option. Amendments and options must be accompanied by a justification and be made to a contract prior to its expiration and are subject to Air District approval and reporting requirements.

**Select Renewals & Associated Recurring Payments Reporting**

Notwithstanding any of the requirements referenced above, the APCO may renew contracts for which the total contract amount exceeds two hundred thousand dollars (\$200,000) for select categories of goods and services as specified in the Procurement Procedures without approval by the Board of Directors, provided that the initial procurement was authorized under the then-applicable provisions of the Administrative Code and Procurement Policy, including the use of appropriate required competitive processes.

Such renewals shall still be bound by other procurement requirements provided for within this policy document, as reasonably possible. Including the requirement that the standard total number of years of a contract, inclusive of any amendments and option years, cannot exceed five years, unless an exception is approved by the APCO. For all such contracts, recurring payments shall be reported to the Board of Directors in the quarterly Financial Report. The provisions of this paragraph apply to qualifying renewals of existing contracts only.

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**e) Purchases exempt from competitive process**

The Air District has identified the following types of purchases eligible to be exempted from the competitive procurement process. ~~The A Request for Exemption contract~~ cover memo must include justification for the waiving of competitive requirements and cite one of these pre-defined exemptions. Unless otherwise noted, Air District approval and reporting requirements still apply.

**Purchases of goods and services under \$10,000**

Purchases of goods and services that cost less than \$10,000 do not require a competitive process but do need to show the purchase is fair and reasonable. The Air District finds the competitive process overly burdensome relative to the low dollar value and risk of these purchases. Nevertheless, the Director of the ARD may choose to add requirements to these purchases if deemed in the best interest of the Air District. To the extent practicable, the Air District encourages distributing such purchases equitably among qualified suppliers.

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### Emergency Purchases

Per Administrative Code 9.4(d), the APCO is authorized to make purchases during an emergency exempt from Board of Directors approval and the standard competitive process if required to ensure the continuity of critical services and the protection of health and safety. In an emergency, contact the Business Office staff for guidance and to coordinate the purchase of goods and services. Provide as many details as possible so that the Business Office can assess the situation and determine the best course of action. A supporting cover memo will be required to justify the emergency purchase. The extent of the purchase should be limited to that required for the emergency.

#### ~~Pre-approved purchases for select goods and testing~~

~~Purchases of standardized equipment, and purchases of goods for product testing are exempt from the three-quote requirement and competitive bidding requirements, provided the purchases have been pre-approved by the Director of Administrative Resources.~~

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### Sole Source Purchases

Bidding may not be required when there is only one provider of the specific goods or services required by the Air District. In general, the Air District does not promote sole source contracts and they will only be approved in narrow circumstances in which there is compelling justification for the specific good or service needed, no reasonable substitute, and supporting evidence that the selected vendor is the only known capable provider due to a monopoly or proprietary ownership of the good or service ~~viable provider~~, and the costs for the goods or services are reasonable. Sole source purchases typically include scientific and technical equipment and services uniquely available. A supporting contract cover memo detailing the justification must be provided and attached to the contract file. In the absence of a competitive process, all sole source purchases under \$200,000 are subject to APCO approval.

#### Pre-approved purchases for select goods and testing

Purchases of standardized equipment, and purchases of goods for product testing are exempt from the three-quote requirement and competitive bidding requirements, provided the purchases have been pre-approved by the Director of Administrative Resources.

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#### Other Special Circumstances, including Single Source and Other Restrictions

Bidding may not be required under other special circumstances such as with single source purchases, where warranty restrictions apply, or where other time and public interest constraints may occur.

Single source purchases will only be approved in narrow circumstances in which there is compelling justification for the specific good or service needed, and supporting evidence that the selected vendor is the only known capable provider due to the unique nature of the

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requirement and/or market conditions and the costs for the goods or services are reasonable.

Circumstances in which a product warranty would be void if a different vendor was selected, time constraints not caused by the Air District's own actions or inactions, or when competitive selection methods may be contrary to the public interest may also be approved with prior detailed justification and explanation. A supporting cover memo must specify which special circumstance the purchase falls under and provide sufficient detail as to justify the exemption. In the absence of a competitive process, all special circumstances without competition purchases under \$200,000 are subject to APCO approval.

**Limited Board of Directors Contracts**

Per Administrative Code 9.4(e), there are limited circumstances under which the Board of Directors authorizes its officers to enter into contracts without prior approval and outside of the Air District Policies and Procedures.

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### ~~Limited Board of Directors Contracts~~

~~Per Administrative Code 9.4(e), there are limited circumstances under which the Board of Directors authorizes its officers to enter into contracts without prior approval and outside of the Air District Policies and Procedures.~~

#### f) **Bench Contracts and Blanket Purchase Orders**

There may be instances in which it is in the Air District's best interest to establish open contracts or purchase orders for goods and services that it knows it needs yet the specific timing and quantity of the need is uncertain. The Bench Contract and Blanket Purchase Order options provide an opportunity for the Air District to meet its needs under various scenarios while remaining compliant with its Procurement Policy and Procedures by either pre-qualifying contractors or permitting multiple orders under one purchase order. These options are to be restricted to specific circumstances that are pre-approved by the APCO or its designee based on circumstances and need.

##### **Bench Contracts**

Bench Contracts may be used when the Air District determines it is in its best interest to develop a list of pre-qualified contractors for the purchase of specific types of goods or services on a timely basis. This is most commonly appropriate when there is a known recurring need for select goods or services, there are multiple contractors that can meet the Air District's needs, and the specific timing and quantity of services is uncertain. The Bench Contract approach may save the Air District time by front-loading the process of locating and verifying qualified contractors and pricing as well as streamlining the collection of select internal approvals. A Request for Qualifications (RFQ) process is used to establish the bench and a Task Order Solicitation is used to select bench contractors for specific projects.

##### **Blanket Purchase Orders**

Blanket Purchase Orders may be used when the Air District determines it is in its best interest to establish a long-term purchasing agreement with a vendor/contractor that allows for recurring orders with multiple payments for the same similar goods or services over a set period based on pre-set terms. This is most commonly appropriate when there is a known recurring need for specific goods or services, there is one contractor that can best meet the Air District's needs, and the specific timing and quantity of goods and services is uncertain. ~~A common example of this is maintenance and service contracts.~~ The Blanket Purchase Order approach may save the Air District time by allowing it to avoid repeat procurement/purchasing efforts for the same goods and services with the same contractor vendor and allow for the creation of only one pPurchase Order number for easier processing of multiple orders and invoices. A Blanket Purchase Order does not replace the requirement for an executed contract as required by this Policy and the Procurement Procedures.

#### g) **Federally Funded Purchases**

Air District purchases using federal funds are subject to Office of Management and Budget (OMB) Guidance for Grants and Agreements, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200), which set forth a series of regulations required of non-federal entities that impact many aspects of the procurement process, including thresholds and bid types, evaluation criteria, conflict of interest, documentation, contract provisions, and post-award management. General procurement requirements for non-federal recipients are located in 2 CFR 200.318 and language required to be included in all contracts are located in Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. Programs planning on using federal funds for a purchase must contact the Business Office prior to starting the procurement process to receive guidance on these requirements.

**h) Public Works ~~Contracts~~ Procurement Contracts**

Air District public works ~~contracts~~ procurements are subject to additional state provisions, defined in California Public Contract Code. The Code defines a public works contract as “an agreement for the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind,” (PCC § 1101). This includes the construction, reconstruction, erection, alteration, renovation, improvement, and repair including painting and repainting of publicly owned property. It excludes maintenance work such as routine or recurring work for protection or preservation, minor painting, or landscape maintenance. (PCC § 22002). Programs planning on entering a contract that may have a public works component must contact the Business Office prior to starting the procurement process to receive guidance on these requirements.

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**i) Architectural and Engineering (A&E) Contracts**

Professional services of an architectural or engineering nature, that are required to be performed or approved by a person licensed, registered, or certified to provide A&E services. A&E services include research, planning, development, design, construction, alteration, or repair of real property. A&E services also include studies, investigations, surveying and mapping, tests, evaluations, consultations, comprehensive planning, program management, conceptual designs, plans and specifications, value engineering, construction phase services, soils engineering, drawing reviews, preparation of operating and maintenance manuals, and other related services. (40 USC § 1102(2)). A&E contracts are subject to additional state requirements. Programs planning on entering an A&E contract must contact the Business Office prior to starting the procurement process to making the purchase to receive guidance on these requirements.

**j) Lease Agreements**

Lease Agreements and License Agreements follow the same review and approval process as a typical contract but may be subject to additional forms and considerations. Divisions entering into a new lease agreement or renewing an existing lease agreement must complete the Lease Term Worksheet as a part of the contracting process. It is also expected that the Air District

performed a cost-benefit analysis of leasing versus purchasing. Board of Directors approval is required for leases and licenses that exceed two hundred thousand (\$200,000) over the life of the lease or license. To determine the total cost of the lease, the Air District must account for monthly rent, operating expenses, optional renewals, tenant improvements, and any other expenses that it will pay for in the lease.

**k) Leveraged Procurement Agreements**

In some circumstances, the Air District may have access to a Leveraged Procurement Agreement (LPA) established by itself, the state, or another entity, which offers a streamlined option for procuring select goods and services from a list of pre-qualified contractors. Oftentimes, these contractors have been prequalified and undergone a competitive process or negotiations to get on the lists, which are limited to specific goods and services. Each leveraged procurement type will have its own rules and processes for when and how it can be used, which will be binding on the Air District. This may include requesting multiple bids from pre-qualified vendors. A supporting cover memo must specify which leveraged procurement agreement or purchasing program the purchase is qualified under and provide sufficient detail as to justify linking to the lead agency's procurement. In the absence of a competitive process, all contracts under \$200,000 executed as a result of a leveraged procurement method are subject to APCO approval.

Examples of State of California leveraged procurements include the IT and non-IT California Multiple Award Schedule (CMAS), IT Master Services Agreement (IT MSA), Software Licensing Program (SLP), and California Network and Telecommunications (CALNET) Program. Cooperative agreements and purchasing programs may also provide access to multi-state contracts, such as the National Association of State Procurement Officials (NASPO) ValuePoint. Before using a Leveraged Procurement Agreement, contact the Business Office to confirm the applicability of and processes associated with the agreement.

**l) Methods of Payment**

The Air District may allow multiple payment methods to facilitate the purchasing of goods and services, including checks, credit cards, fuel cards, and charge cards. All purchases, regardless of method of payment, must comply with Air District Procurement Policy and Procedures. In addition, the Air District has specific requirements regarding the issuance, oversight, management, and usage limitations of each payment method. Staff are responsible for understanding and complying with these requirements. Air District-issued credit card payments for food and beverages are only permitted as a method of last resort when a vendor does not accept other payment methods.

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

Memorandum

To: Chairperson Davina Hurt and Members  
of the Board of Directors

From: Philip M. Fine  
Executive Officer/APCO

Date: September 4, 2024

Re: Authorization to Accept Grant Program Revenues from the U.S. Environmental  
Protection Agency for Clean Air Act Section 105 Activities

RECOMMENDED ACTION

Recommend the Board of Directors:

1. Adopt a resolution (Attachment 1) authorizing the Executive Officer/APCO to accept, obligate, and expend up to an estimated amount of \$2,506,118 from the United States Environmental Protection Agency (US EPA) for activities related to Section 105 of the Clean Air Act (CAA) from October 1, 2024, to September 30, 2025, and;
2. Authorize the Executive Officer/APCO to expend up to an estimated amount of \$628,480, or other specified amount by EPA based on the level of funding passed by Congress for the fiscal year, by signing a memorandum of understanding with the California Air Pollution Control Officers Association (CAPCOA) (Attachment 2).

BACKGROUND

The US Congress enacted the Clean Air Act in 1963 to protect and enhance the quality of the Nation's air to promote public health and welfare. Section 105 of the Clean Air Act authorizes the US EPA to make grants for implementing programs for prevention and control of air pollution or implementation of national primary and secondary ambient air quality standards. Implementation includes any activity related to planning, developing, establishing, or maintaining such programs. Section 105 grants have been available from the US EPA since 1963. Current staff are aware that the Air District has been accepting this funding since before 1992.

## DISCUSSION

On August 9, 2024, US EPA notified the Air District of the total approved assistance amount (\$2,506,118) for the Clean Air Act Section 105 grant funds for Federal Fiscal Year 2025 (FY25), to be awarded as a new grant starting on October 1, 2024, and ending on September 30, 2025 (Attachment 3, page 3). Of this amount, \$628,480 is estimated as the funding to pass through to CAPCOA to continue the Region 9 Pilot Project for another year. The final amount to pass through to CAPCOA will be designed by US EPA based on the level of funding passed by Congress.

CAPCOA is responsible for ensuring that the other air districts receiving the pass-through funding adhere to the requirements of the grants and reviewing and submitting workplans and reports to US EPA. US EPA also designated \$282,121 as funding to pass-through to CAPCOA for administration. This amount for administration is not included in this Board memo or MOU because a Board-approved MOU was signed in 2021 that outlines how US EPA 105 administrative funds are passed through based on qualified invoices (Attachment 4). This MOU signed in 2021 continues until terminated by either the Air District or CAPCOA. The remainder of the US EPA funds is the estimated FY25 CAA 105 base funding amount and will include funding for National Association of Clean Air Agencies (NACAA) and the Photochemical Assessment Monitoring Stations (PAMS) program.

US EPA has notified the Air District that this target amount is only an estimate, based on the level of funding passed by Congress for FY24. The final FY25 amount will be determined by the appropriations bill ultimately enacted by Congress and will be issued through grant awards from US EPA. If the final level and distribution of FY25 grant funds are lower than this estimate, we will be asked to submit revised budget spreadsheets reflecting the final enacted amount of funding. Air District work activities and tasks supported by this grant are specified in Attachment 5, which is the FY25 work plan. There are no requirements for match.

Air District staff are also requesting authorization to sign a MOU (Attachment 2) to meet US EPA's requirement to pass-through funding to CAPCOA, including the estimated \$628,480 for CAPCOA to continue the Region 9 Pilot Project.

## BUDGET CONSIDERATION/FINANCIAL IMPACT

The \$2,506,118 in projected revenue from this grant was listed as revenue in the Board approved FYE 2025 budget. The pass-through payment to US EPA will only be disbursed once US EPA awards the grant funds to the Air District.

Respectfully submitted,

Philip M. Fine  
Executive Officer/APCO

Prepared by: Barry Young  
Reviewed by: Ranyee Chiang, Pam Leung, and Stephanie Osaze

ATTACHMENTS:

1. Draft Board Resolution Accepting Clean Air Act Section 105 Grant Funds from the United States Environmental Protection Agency
2. Draft Memorandum of Understanding with CAPCOA for the Region 9 Pilot Project
3. Notice of Award from US EPA for Section 105 Grant for FY25
4. Memorandum of Understanding with CAPCOA for 105 Grant Administration Funds
5. BAAQMD Section 105 Grant Work Plan for FY25

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

**RESOLUTION NO. 2024-\_\_\_\_\_**

**A Resolution Accepting Clean Air Act Section 105 Grant Funds from the United States Environmental Protection Agency**

WHEREAS, the purpose of this Resolution is to authorize the Bay Area Air Quality Management District (Air District) to accept, obligate, and expend a grant up to an estimated amount of \$2,496,021 in additional funding from the United States Environmental Protection Agency (US EPA) to be awarded as a new grant starting on October 1, 2024, and ending on September 30, 2025, for the prevention and control of air pollution or implementation of national ambient air quality standards (hereinafter referred to as the “Grant”). Of this amount, an estimated amount of \$628,480, or other specified amount by EPA based on the level of funding passed by Congress for the fiscal year, is funding to pass-through to the California Air Pollution Control Officers Association (CAPCOA) to continue the Region 9 Pilot Project for another year, and \$282,121 is funding to pass-through to CAPCOA for administration;

WHEREAS, the purpose of this Resolution is also to authorize the Executive Officer/Air Pollution Control Officer to execute all necessary agreements, required documents, and amendments required to expend this funding;

WHEREAS, on May 2, 2023, the US EPA announced the availability of funds and solicited applications from eligible entities pursuant to the Grant to protect and enhance the quality of the nation's air so as to promote public health and welfare. The Clean Air Act recognizes that state and local governments are primarily responsible for air pollution prevention and control, and it provides financial assistance to help carry out that responsibility. Section 105 of the Clean Air Act authorizes the US EPA to award grants to state and local air pollution control agencies (grantees) to develop plans and implement programs to control or prevent air pollution or to address national air quality standards that US EPA has established to rid the air of excessive concentrations of harmful pollutants. The grant funds, together with state and local funds, are used primarily to pay for personnel and related administrative costs associated with planning and operating the various air pollution control programs. Personnel activities under these programs include issuing permits to new air pollution emission sources, inspecting the sources for permit compliance, and monitoring the air quality within designated areas to determine whether national standards are being met or maintained. Funds are also used to purchase equipment such as air monitors and vehicles needed to operate the air pollution control programs.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors hereby approves the Air District’s acceptance of the Grant and the associated funds, and commits the Air District to comply with the terms of the US EPA Grant Agreement.

BE IT FURTHER RESOLVED that the Board of Directors hereby authorizes the Executive Officer/Air Pollution Control Officer to accept, obligate, and execute all agreements, required

documents, and any amendments thereto to implement and carry out the purposes of this resolution.

The foregoing resolution was duly and regularly introduced, passed and adopted at a regular meeting of the Board of Directors of the Bay Area Air Quality Management District on the Motion of Director \_\_\_\_\_, seconded by Director \_\_\_\_\_, on the \_\_\_\_ day of \_\_\_\_\_, 2024 by the following vote of the Board:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Davina Hurt  
Chair of the Board of Directors

ATTEST:

\_\_\_\_\_  
Lynda Hopkins  
Vice Chair of the Board of Directors

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
CALIFORNIA AIR POLLUTION CONTROL OFFICERS ASSOCIATION  
AND THE BAY AREA AIR QUALITY MANAGEMENT DISTRICT  
FOR EPA GRANT PASSTHROUGH PROJECT

The California Air Pollution Control Officers Association (“CAPCOA”) and the Bay Area Air Quality Management District (“BAAQMD”) (hereafter referred to as the “Parties”) hereby enter into this Memorandum of Understanding (“MOU”), which shall be effective as of October 1, 2024 to September 30, 2025.

RECITALS

WHEREAS, CAPCOA has requested and received US Environmental Protection Agency (“EPA”) Region 9 approval for the BAAQMD to pass through an estimated amount of \$628,480 to CAPCOA for a pilot air grant reallocation project to assist six to eight small California air districts that do not currently receive Clean Air Act funding to support certain aspects of their air pollution control programs. This also includes funding for reimbursement of designated air districts’ costs of travel to National Emission Standards for Hazardous Air Pollutants (NESHAPS) meetings that will be held by EPA Region 9;

WHEREAS, the BAAQMD has agreed to act in this role as the fiscal agent for the distribution of federal grant funds to other air districts in the State of California;

WHEREAS, as between the Parties, CAPCOA has agreed to assume sole responsibility for taking reasonable action to require that the air districts receiving the grant funding adhere to the requirement of the grants;

NOW, THEREFORE, in consideration of the terms, conditions, and covenants set forth herein, and for other good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

CAPCOA assumes sole responsibility for ensuring that the air districts receiving the pass-through grant funding adhere to the requirements of the grants.

2. BAAQMD will, upon receipt of grant funds from EPA for a pilot air grant reallocation project in the estimated amount of \$628,480, or other specified amount by EPA based on the level of funding passed by Congress for the fiscal year, under this MOU, pass the funds to CAPCOA.
3. CAPCOA will submit comprehensive work plans for pilot grantees, receive and compile invoices from them, process checks to them, and compile information and submit reports to BAAQMD as outlined in the EPA grant.

4. CAPCOA will take reasonable action to require that the pilot grantee districts will use the pilot funding for air activities such as strategic planning and evaluation, compliance assistance, developing state implementation plans, monitoring air and emissions, rulemaking, operating permits, and other air pollution control program-related activities as outlined in the EPA grant.
5. BAAQMD will not be responsible for any oversight of the work or the work product of the air district pilot grantees.
6. BAAQMD will provide to EPA all reports required by EPA for the project as attachments to BAAQMD's 105 grant reports.
7. ASSIGNMENT – No party shall assign, sell, license, or otherwise transfer any rights or obligations under this MOU to a third party without the prior written consent of the other party, and any attempt to do so shall be void upon inception.
8. WAIVER – No waiver of a breach, of failure of any condition, or of any right or remedy contained in or granted by the provisions of this MOU shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies. Further, the failure of a party to enforce performance by the other party of any term, covenant, or condition of this MOU, and the failure of a party to exercise any rights or remedies hereunder, shall not be deemed a waiver or relinquishment by that party to enforce future performance of any such terms, covenants, or conditions, or to exercise any future rights or remedies.
9. ATTORNEYS' FEES – In the event any action is filed in connection with the enforcement or interpretation of this MOU, each party shall bear its own attorneys' fees and costs.
10. SEVERABILITY – If a court of competent jurisdiction holds any provision of this MOU 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 them will not be affected.
11. HEADINGS – Headings on the sections and paragraphs of this MOU are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this MOU.
12. COUNTERPARTS/FACSIMILES/SCANS – This MOU may be executed and delivered in any number of counterparts, each of which, when executed and delivered, shall be deemed an original, and all of which together shall constitute the same MOU. The parties may rely upon a facsimile copy or scanned copy of any party's signature as an original for all purposes.

- 13. GOVERNING LAW – Any dispute that arises under or relates to this MOU shall be governed by California law, excluding any laws that direct the application of another jurisdiction’s laws. Venue for resolution of any dispute that arises under or relates to this MOU, including mediation, shall be San Francisco, California.
- 14. MODIFICATION –This MOU may only be amended by mutual agreement of the parties in writing and signed by both parties. No party has been induced to enter into this MOU by, nor is any party relying upon, any representation or warranty outside those expressly set forth herein.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

BAY AREA AIR QUALITY MANAGEMENT  
DISTRICT

CALIFORNIA AIR POLLUTION  
CONTROL OFFICERS ASSOCIATION

\_\_\_\_\_  
Philip M. Fine, Executive Officer/APCO

\_\_\_\_\_  
Samir Sheikh, President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Reviewed by:

\_\_\_\_\_  
Alexander G. Crockett, General Counsel

Date: \_\_\_\_\_

	<b>U.S. ENVIRONMENTAL PROTECTION AGENCY</b> <b>Grant Agreement</b>		<b>GRANT NUMBER (FAIN):</b> 00905625 <b>MODIFICATION NUMBER:</b> 0 <b>PROGRAM CODE:</b> A	<b>DATE OF AWARD</b> 08/06/2024
			<b>TYPE OF ACTION</b> New	<b>MAILING DATE</b> 08/09/2024
			<b>PAYMENT METHOD:</b> ASAP	<b>ACH#</b> 90049
			<b>RECIPIENT TYPE:</b> Special District	
<b>RECIPIENT:</b> Bay Area Air Quality Management District 375 Beale St, Suite 600 San Francisco, CA 94105-2097 <b>EIN:</b> 94-1622746		<b>PAYEE:</b> Bay Area Air Quality Management District 375 Beale St, Suite 600 San Francisco, CA 94105-2097		
<b>PROJECT MANAGER</b> Barry Young 375 Beale Street, Suite 600 San Francisco, CA 94105-2097 <b>Email:</b> Senior Advanced Projects Advisor <b>Phone:</b> 415-749-4721		<b>EPA PROJECT OFFICER</b> Asia Yeary 75 Hawthorne Street, AIR-1-1 San Francisco, CA 94105 <b>Email:</b> yeary.asia@epa.gov <b>Phone:</b> 808-342-5675		<b>EPA GRANT SPECIALIST</b> Veronica Adams Grants Branch, MSD-6 75 Hawthorne Street San Francisco, CA 94105 <b>Email:</b> adams.veronica@epa.gov <b>Phone:</b> 415-972-3677
<b>PROJECT TITLE AND DESCRIPTION</b> FY25 Air Pollution Control Program See Attachment 1 for project description.				
<b>BUDGET PERIOD</b> 10/01/2024 - 09/30/2025	<b>PROJECT PERIOD</b> 10/01/2024 - 09/30/2025	<b>TOTAL BUDGET PERIOD COST</b> \$ 64,145,192.00	<b>TOTAL PROJECT PERIOD COST</b> \$ 64,145,192.00	
<b>NOTICE OF AWARD</b>				
<p>Based on your Application dated 06/21/2024 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$ 628,480.00. EPA agrees to cost-share <u>3.91%</u> of all approved budget period costs incurred, up to and not exceeding total federal funding of \$ 628,480.00. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.</p>				
<b>ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)</b>			<b>AWARD APPROVAL OFFICE</b>	
<b>ORGANIZATION / ADDRESS</b> U.S. EPA, Region 9, U.S. EPA, Region 9 Grants Branch, MSD-6 75 Hawthorne Street San Francisco, CA 94105			<b>ORGANIZATION / ADDRESS</b> U.S. EPA, Region 9, Air and Radiation Division, AIR-1 R9 - Region 9 75 Hawthorne Street San Francisco, CA 94105	
<b>THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY</b>				
<b>Digital signature applied by EPA Award Official Carolyn Truong - Grants Management Officer</b>				<b>DATE</b> 08/06/2024

## EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$ 0	\$ 628,480	\$ 628,480
EPA In-Kind Amount	\$ 0	\$ 0	\$ 0
Unexpended Prior Year Balance	\$ 0	\$ 0	\$ 0
Other Federal Funds	\$ 0	\$ 0	\$ 0
Recipient Contribution	\$ 0	\$ 13,582,201	\$ 13,582,201
State Contribution	\$ 0	\$ 1,750,000	\$ 1,750,000
Local Contribution	\$ 0	\$ 46,306,873	\$ 46,306,873
Other Contribution	\$ 0	\$ 0	\$ 0
Allowable Project Cost	\$ 0	\$ 62,267,554	\$ 62,267,554

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.001 - Air Pollution Control Program Support	Clean Air Act: Sec. 105	2 CFR 200, 2 CFR 1500, 40 CFR 33 and 40 CFR 35 Subpart A

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
-	2409M7S081	24	E1	09M2	000A04	4112	-	-	\$ 628,480
									\$ 628,480

Budget Summary Page

Table A - Object Class Category (Non-Construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$ 29,897,103
2. Fringe Benefits	\$ 14,573,460
3. Travel	\$ 249,571
4. Equipment	\$ 2,385,794
5. Supplies	\$ 1,254,582
6. Contractual	\$ 11,277,817
7. Construction	\$ 0
8. Other	\$ 4,506,865
9. Total Direct Charges	\$ 64,145,192
10. Indirect Costs: 0.00 % Base	\$ 0
11. Total (Share: Recipient <u>96.09</u> % Federal <u>3.91</u> %)	\$ 64,145,192
12. Total Approved Assistance Amount	\$ 2,506,118
13. Program Income	\$ 0
14. Total EPA Amount Awarded This Action	\$ 628,480
15. Total EPA Amount Awarded To Date	\$ 628,480

## Attachment 1 - Project Description

The purpose of this grant is to provide assistance to the Bay Area Air Quality Management District in its efforts to implement air pollution control programs throughout the San Francisco Bay Area.

This grant agreement provides partial federal funding in the amount of \$628,480.00.

The activities include implementing activities within the scope of the Section 105 program including: 1) To implement national priorities as defined in EPA national guidance and consistent with EPA's Strategic Plan; 2) actions mandated by statute or regulation; 3) Program activities delegated to the recipient (state, local or tribe) for which EPA provides section 105 grant funding. A continuing program typically includes, but is not limited to, such activities as: Analysis and planning for attainment and maintenance of national ambient air quality standards (NAAQS); control strategy development and implementation; reduction of risks from hazardous air pollutants; air quality monitoring; ambient air quality and source modeling; inventory of emissions; regulation development and implementation; non-Title V related permitting and enforcement; public outreach; staff training and development; air pollution data analysis and management; air cross-media analysis and control; air pollution prevention activities; and other innovative approaches to pollution reduction including economic incentive and market-based (allowance and trading) programs.

The anticipated deliverables include completing workplan tasks relating to and not limited to: State Implementation Plan, New Source Review, Air Ambient Monitoring, Stationary Source Rulemaking, Air Toxics Reporting, Mobile Sources, Stationary Source Inspections, Compliance and Enforcement, and Program Evaluation. and submitting reports. The expected outcomes include a broadened awareness of air quality programs that are established to address the attainment and maintenance of (NAAQS) as well as immediate and emerging threats to public health and welfare from air pollution (CAA 105(a)). The intended beneficiaries include [state/county/tribal] residents who will have decreased exposure to criteria and hazardous air pollutants. Outcomes include a broadened awareness of air quality programs that are established to address the attainment and maintenance of (NAAQS) as well as immediate and emerging threats to public health and welfare from air pollution (CAA 105(a)). The direct beneficiaries of this program include San Francisco Bay Area residents who will have decreased exposure to criteria and hazardous air pollutants.

The subgrant to CAPCOA is for CAPCOA to manage subawards to smaller air districts for their CAA 105 programs and for CAPCOA administrative costs.

## Administrative Conditions

### General Terms and Conditions

The recipient agrees to comply with the current EPA general terms and conditions available at: <https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2023-or-later>.

These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at: <https://www.epa.gov/grants/grant-terms-and-conditions#general>.

### A. Federal Financial Reporting (FFR)

For awards with cumulative project and budget periods greater than 12 months, the recipient will submit an annual FFR (SF 425) covering the period from "project/budget period start date" to **September 30** of each calendar year to the EPA Finance Center in Research Triangle Park, NC. The annual FFR will be submitted electronically to [rtpfc-grants@epa.gov](mailto:rtpfc-grants@epa.gov) no later than **December 30** of the same calendar year. Find additional information at <https://www.epa.gov/financial/grants>. (NOTE: The grantee must submit the Final FFR to [rtpfc-grants@epa.gov](mailto:rtpfc-grants@epa.gov) within 120 days after the end of the project period.)

The recipient shall identify non-federal, non-recurrent expenditures in Block 12 (Remarks) of the FFR or include the information as an attachment to the FFR on a separate page. The recipient also agrees to include a statement certifying that supplanting did not occur.

### B. Procurement

The recipient will ensure all procurement transactions will be conducted in a manner providing full and open competition consistent with 2 CFR Part 200.319. In accordance with 2 CFR Part 200.324, the grantee and subgrantee(s) must perform a cost or price analysis in connection with applicable procurement actions, including contract modifications.

### C. MBE/WBE Reporting, 40 CFR, Part 33, Subpart E (EPA Form 5700-52A)

The recipient agrees to submit a "MBE/WBE Utilization Under Federal Grants and Cooperative Agreements" report (EPA Form 5700-52A) annually for the duration of the project period. The current EPA Form 5700-52A with instructions is located at <https://www.epa.gov/grants/epa-grantee-forms>

This provision represents an approved exception from the MBE/WBE reporting requirements as described in 40 CFR Section 33.502.

Reporting is required for assistance agreements where funds are budgeted for procuring construction, equipment, services and supplies (including funds budgeted for direct procurement by the recipient or procurement under subawards or loans in the "Other" category) with a cumulative total that exceed the **Simplified Acquisition Threshold (SAT) currently set at \$250,000** (the dollar threshold will be automatically revised whenever the SAT is adjusted; See 2 CFR Section 200.1), including amendments and/or modifications. All procurement actions are reportable when reporting is required, not just the portion which exceeds the SAT.

Recipients with expended and/or budgeted funds for procurement are required to report annually whether the planned procurements take place during the reporting period or not. If no budgeted procurements take place during the reporting period, the recipient should check the box in section 4A when completing the form.

When completing the annual report, recipients are instructed to check the box titled "annual" in section 1B of the form. For the final report, recipients are instructed to check the box indicated for the "Final Report (project completed)" in section 1B of the form.

The annual reports are due by October 30th of each calendar year and the final report is due within 120 days after the end of the project period, whichever comes first. The recipient will submit the MBE/WBE report(s) and/or questions to [GrantsRegion9@epa.gov](mailto:GrantsRegion9@epa.gov) and the EPA Grants Specialist identified on page 1 of the award document.

#### **D. Indirect Costs**

The Cost Principles under 2 CFR Part 200, Subpart E apply to this award. Since there are no indirect costs included in the assistance budget, they are not allowable under this Assistance Agreement.

#### **E. Subaward(s)**

The recipient's approved budget includes subaward(s). As applicable, the recipient will comply with the General Term and Condition on reporting of first tier subawards to [www.fsr.gov](http://www.fsr.gov) per "Reporting Subawards and Executive Compensation" requirement.

#### **F. Cost-Share Requirement and Maintenance of Effort**

The required minimum recipient cost share for this assistance agreement is 40% of total project costs, or Maintenance of Effort (MOE) level of \$61,547,848.00 (est. based on FY24 application dated 6/22/23), whichever is greater. The assistance agreement may reflect a percentage shown under the "Notice of Award" section which is based on estimated costs requested in the recipient's application.

#### **G. Non-Federal Third-Party Contributions**

This award includes non-federal third party contributions. Third party contributions counting towards satisfying a cost sharing or matching requirement must be verifiable from the records of grantees and subgrantees. As applicable, these records must reflect how the value is placed on third party contributions. The value of third party contributions must be applicable to the period to which the cost sharing or matching requirement apply (2 CFR Part 200.306).

## Programmatic Conditions

### a.] Performance Reporting and Final Performance Report

#### Performance Reports - Content

In accordance with 2 CFR 200.329, the recipient agrees to submit performance reports that include brief information on each of the following areas: 1) A comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement work plan for the period; 2) The reasons why established outputs/outcomes were not met; and 3) Additional pertinent information, including, when appropriate, analysis and explanation of cost overruns or high-unit costs. Additionally, the recipient agrees to inform EPA as soon as problems, delays, or adverse conditions which will materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan are known.

#### Performance Reports - Frequency

The recipient agrees to submit **annual** performance reports electronically to the EPA Project Officer due within 90 days after the annual reporting period ends on September 30. The recipient must submit the final performance report no later than 120 calendar days after the end date of the period of performance.

For **semi-annual** performance reports, they are to be emailed to the EPA Project Officer due within 30 days after the reporting period ends (every six-month period). The reporting periods are October 1 to March 31 and April 1 to September 30.

#### Subaward Performance Reporting

The recipient must report on its subaward monitoring activities under 2 CFR 200.332(d). Examples of items that must be reported if the pass-through entity has the information available are:

1. Summaries of results of reviews of financial and programmatic reports.
2. Summaries of findings from site visits and/or desk reviews to ensure effective subrecipient performance.
3. Environmental results the subrecipient achieved.
4. Summaries of audit findings and related pass-through entity management decisions.
5. Actions the pass-through entity has taken to correct deficiencies such as those specified at 2 CFR 200.332(e), 2 CFR 200.208 and the 2 CFR Part 200.339 Remedies for Noncompliance.

### b.] Cybersecurity

(a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State or Tribal law cybersecurity requirements.

(b) (1) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure. For purposes of

this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) no later than 90 days after the date of this award and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

(2) The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR 200.332(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

### **c.] Competency Policy**

In accordance with Agency Policy Directive Number FEM-2012-02, [Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements](#), the Recipient agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, Recipient agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. Recipient shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at <https://www.epa.gov/sites/production/files/2015-03/documents/competency-policy-aaia-new.pdf> or a copy may also be requested by contacting the EPA Project Officer for this award.

### **d.] Geospatial Data Standards**

All geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards may be found at <https://www.fgdc.gov/>.

### **e.] Quality Assurance**

Authority: Quality Assurance applies to all assistance agreements involving environmental information as defined in [2 C.F.R. § 1500.12](#) Quality Assurance.

The recipient shall ensure that subawards involving environmental information issued under this agreement include appropriate quality requirements for the work. The recipient shall ensure sub-award recipients develop and implement the Quality Assurance (QA) planning documents in accordance with this term and condition; and/or ensure sub-award recipients implement all applicable approved QA

planning documents.

## 1. Quality Management Plan (QMP)

a. Prior to beginning environmental information operations, the recipient must:

- i. Submit a previously EPA-approved and current QMP,
- ii. The EPA Quality Assurance Manager or designee (hereafter referred to as QAM) will notify the recipient and EPA Project Officer (PO) in writing if the QMP is acceptable for this agreement.

b. The recipient must submit the QMP within 90 days after grant award, and/or no more than 180 days after grant award.

c. The recipient must review their approved QMP at least annually. These documented reviews shall be made available to the sponsoring EPA organization if requested. When necessary, the recipient shall revise its QMP to incorporate minor changes and notify the EPA PO and QAM of the changes. If significant changes have been made to the Quality Program that affect the performance of environmental information operations, it may be necessary to re-submit the entire QMP for re-approval. In general, a copy of any QMP revision(s) made during the year should be submitted to the EPA PO and QAM in writing when such changes occur. Conditions requiring the revision and resubmittal of an approved QMP can be found in section 6 of EPA's [Quality Management Plan \(QMP\) Standard](#).

## 2. Quality Assurance Project Plan (QAPP)

Prior to beginning environmental information operations, the recipient must:

i. Submit a previously EPA-approved QAPP proposed to ensure the collected, produced, evaluated, or used environmental information is of known and documented quality for the intended use(s).

ii. The EPA Quality Assurance Manager or designee (hereafter referred to as QAM) will notify the recipient and EPA Project Officer (PO) in writing if the previously EPA-approved QAPP is acceptable for this agreement.

### For Reference:

- [Quality Management Plan \(QMP\) Standard and EPA's Quality Assurance Project Plan \(QAPP\) Standard](#); contain quality specifications for EPA and non-EPA organizations and definitions applicable to these terms and conditions.
- [EPA QA/G-5: Guidance for Quality Assurance Project Plans](#).
- [EPA's Quality Program](#) website has a [list of QA managers](#), and [Specifications for EPA and Non-EPA Organizations](#).
- The Office of Grants and Debarment [Implementation of Quality Assurance Requirements for Organizations Receiving EPA Financial Assistance](#).

## f.] Equipment Disposition

In accordance with 2 CFR 200.313, when original or replacement equipment acquired under this agreement is no longer needed for the original project or program or for other activities currently or previously supported by EPA, the recipient must request disposition instructions from the EPA Project Officer. Disposition instructions will be the following: Items of equipment with a current per unit fair market value of \$5,000 or less may be retained, sold or otherwise disposed of with no further obligation to the EPA.

### **g.] Use of Logos**

If the EPA logo is appearing along with logos from other participating entities on websites, outreach materials, or reports, it must **not** be prominently displayed to imply that any of the recipient or subrecipient's activities are being conducted by the EPA. Instead, the EPA logo should be accompanied with a statement indicating that the Bay Area Air Quality Management District received financial support from the EPA under an Assistance Agreement. More information is available at: <https://www.epa.gov/stylebook/using-epa-seal-and-logo#policy>

### **h.] Green/Environmentally Sustainable Practices**

Consistent with local, state, and federal grant procurement rules, recipient shall, when feasible, purchase environmentally preferable products/services and hold conferences/meetings using environmentally preferable measures. Environmentally preferable products/services and environmentally preferable measures include those that have a lesser or reduced effect on the environment when compared with competing products, services, or measures that serve the same purpose. This comparison may consider raw material acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product or service. In addition, environmentally preferable measures for conferences/meetings apply to large gatherings of ten or more persons.

### **i.] Partial Funding**

This award represents partial funding in the amount of **\$628,480** for Fiscal Year 2025. This partial funding includes passthrough to CAPCOA. The remaining should be will be available in Fiscal Year 2024. The estimated full funding amount of this assistance agreement is not guaranteed and is subject to the availability of funds. In the event that additional funding is not received, the recipient's final performance (progress) report submitted to EPA shall also address which work plan tasks were not accomplished as a result of the reduction in estimated EPA funding.

**--End of Document--**

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
CALIFORNIA AIR POLLUTION CONTROL OFFICERS ASSOCIATION  
AND THE BAY AREA AIR QUALITY MANAGEMENT DISTRICT  
FOR EPA GRANT PASSTHROUGH ADMINISTRATIVE FUNDS

This Memorandum of Understanding (MOU) is between the **Bay Area Air Quality Management District** (District), a California local public agency, and the **California Air Pollution Control Officers Association** (CAPCOA).

**1.0 Recitals**

- 1.1** The United State Environmental Protection Agency (EPA) annually invites agencies to apply for Clean Air Act Section 105 grant funds. Historically, EPA 105 grant funds, representing contributions from California Air Districts, have been awarded annually by EPA to support CAPCOA operations.
- 1.2** CAPCOA is not eligible to receive the funding directly from EPA and requires an approved agency to receive the monies from EPA, under an active grant, and administer the disbursement of the funds as a pass-through to CAPCOA.
- 1.3** The District is an approved agency and agrees to provide the grant administrative function for CAPCOA in order to support CAPCOA.
- 1.4** On September 1, 2021, the District Board of Directors passed a motion to authorize the Executive Director/Air Pollution Control Officer (APCO) to execute an MOU with CAPCOA related to the administration of pass-through EPA 105 grant funds designated for CAPCOA.

**NOW, THEREFORE**, in consideration of the mutual promises hereafter set forth, District and CAPCOA agree as follows:

**2.0 Terms and Conditions**

**2.1 Purpose of MOU**

The purpose of this MOU is to set forth the expectations of CAPCOA and the District regarding the District's role of fiscal agent for federal funds passed through to CAPCOA under the EPA 105 grant. A description of the Scope of Services for each party under this MOU is set forth in Exhibit A, attached and incorporated herein.

**2.2 Term of MOU**

The term of this MOU will commence upon full execution and will continue until terminated by either party as provided in section 2.4.

**2.3 Indemnification**

- A. District will indemnify and defend CAPCOA, its officers, agents and employees from and against all claims, demands, losses, damages, liability, costs, and expenses of whatever nature including court costs and attorney fees, whether for damages or loss of property, injury to or death of person, or economic or consequential loss arising

from or related to or claimed or alleged to have arisen from or been related to the negligence of District in the performance of its obligations under this MOU.

- B. CAPCOA will indemnify and defend District, its officers, agents and employees from and against all claims, demands, losses, damages, liability, costs, and expenses of whatever nature including court costs and attorney fees, whether for damages or loss of property, injury to or death of person, or economic or consequential loss arising from or related to or claimed or alleged to have arisen from or been related to the negligence of CAPCOA in the performance of its obligations under this MOU.

**2.4 Termination**

Either party may terminate this MOU for any reason by giving the other party 30-day written notice.

**2.5 Communication**

Any communication between the parties that is required under the provisions of this MOU must be in writing, and be either: (i) personally delivered, (ii) sent by prepaid, certified first class mail, return receipt requested, or (iii) sent by electronic mail (provided confirmation of delivery is confirmed via read receipt). Communications must be addressed to the parties as follows:

<b>To CAPCOA</b>	<b>To District</b>
Tung T. Le Executive Director California Air Pollution Control Officers Association 1107 Ninth Street, Suite 801 Sacramento, CA 95814 Phone: (916) 441-5700 Email: <a href="mailto:tung@capcoa.org">tung@capcoa.org</a>	Jeff McKay Chief Financial Officer Bay Area Air Quality Management District 375 Beale Street, Suite 600 San Francisco, CA 94105 Phone (415) 749-4629 Email: <a href="mailto:jmckay@baaqmd.gov">jmckay@baaqmd.gov</a>

- A. **Change of Mailing and/or Email Addresses:** Either party may change the mailing and/or email addresses for service by giving 15 days advance written notice to the other party.
- B. **Effective Date:** All notices will be effective upon receipt and will be deemed received (i) upon delivery, if personally delivered, (ii) on the 5<sup>th</sup> day following deposit in the mail, if sent by certified mail, or (iii) upon the date stated in the facsimile and/or email delivery confirmation, if sent by email.

**2.6 Audit of Records**

With regard to this MOU, both parties will maintain appropriate financial records and each party may demand access to these financial records to perform an audit. Both parties must make these records available to the requesting party within thirty (30) days of receiving the request for the records. Both parties must maintain records for five (5) years after the termination of the MOU.

**2.7 Severability**

If any provision of this MOU is held invalid or unenforceable, its invalidity or

unenforceability will not affect any other provisions of this MOU, and this MOU will be construed and enforced as if such provision had not been included.

**2.8 Payments that Contravene the Law**

District has no liability for payments that are found to contravene law. CAPCOA will reimburse District for any payments made by District to CAPCOA and later determined to contravene federal, state or local laws and regulations.

**2.9 Waiver of MOU Provisions**

No waiver or modification of this Contract will be binding upon either party unless made in writing and signed by a duly authorized representative of that party and no failure or delay in enforcing any right will be deemed a waiver. A waiver of a particular breach, or default, will not be deemed to be a waiver of any other subsequent breach or default.

**2.10 Alteration**

No alteration or variation of the terms of this MOU is valid unless made in writing and signed by both parties.

**2.11 Counterparts**

This MOU may be executed in multiple counterparts, each of which will constitute an original, and all of which taken together will constitute one and the same instrument. Signatures transmitted via facsimile or portable document format (pdf) to other parties to this MOU will be deemed equivalent to original signatures on counterparts.

**2.12 Successors**

This MOU will bind the successors of District and CAPCOA in the same manner as if they were expressly named.

**2.13 Entire Agreement**

This MOU constitutes the entire agreement between District and CAPCOA. Both parties revoke all prior or contemporaneous oral or written agreements between them that are inconsistent with this Contract. In the event of a dispute between the parties regarding the MOU, this MOU will be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this MOU. This MOU includes the following documents, which are incorporated as though fully set forth herein:

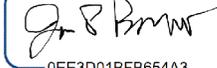
- A. Exhibit A – Scope of Services

**2.14 Authority to Bind**

The persons signing on behalf of the parties to this MOU warrant that they have the legal authority to execute this MOU.

**Executed by:**

**Bay Area Air Quality Management  
District**

DocuSigned by:  
  
0EE3D01BFB654A3...  
\_\_\_\_\_  
Jack P. Broadbent  
Executive Officer/APCO

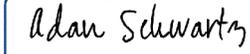
Date: 9/21/2021

**California Air Pollution Control  
Officers Association**

  
\_\_\_\_\_  
Tung T. Le  
Executive Director

Date: 9/23/2021

**Reviewed by:**

DocuSigned by:  
  
150A910F987E4D3...  
\_\_\_\_\_  
BAAQMD District Counsel

Date: 9/14/2021

## **EXHIBIT A: SCOPE OF SERVICES**

The scope of work for each party is described as follows:

### **District's Responsibilities**

1. **Fiscal Agent:** The District is the fiscal agent for each EPA grant term; the EPA grant term is a Federal Fiscal Year from October 1 to September 30.
2. **Award Amount:** District to provide EPA Invitation to Apply letter (estimate of award) and Final Award letter (approved award) to CAPCOA within 30 days after the District confirms the award amount. No expenses will be reimbursed to CAPCOA until after the Final Award letter is received by the District.
3. **Invoicing:**
  - A. Invoice Review – District will review and approve all qualified CAPCOA invoices within 30 days of the submission of a complete invoice package. A complete invoice package includes the CAPCOA invoice and all receipts to support the invoiced amounts. District will approve for payment all reasonable and supported expenses. Any items not resolved or supported in a given invoice will not be paid at that time. Once resolved these items may be included in future invoices.
  - B. Invoice Payment – District will pay approved CAPCOA invoices within 30 days of approval. Payments will be made to CAPCOA once the Final Award letter is received by the District.
  - C. Allowable Costs – District will follow 2 CFR 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Award costs. Under this guidance, costs must be necessary and reasonable for the performance of the award and be allocable. Only allowable costs will be approved for reimbursement.
4. **Reporting:**
  - A. EPA Reporting – District will provide to EPA all reports required by EPA for the EPA 105 grant reports.
  - B. Schedule of Expenditures of Federal Awards (SEFA) Reporting – District to assist CAPCOA with SEFA reporting as required by the EPA and external Certified Public Accountants (CPA).

### **CAPCOA's Responsibilities**

1. **Invoicing:**
  - A. Basis of Invoiced Expenses - Amounts will be invoiced on a reimbursement basis (i.e., expenditures made prior to request for reimbursement).
  - B. Invoice Submission– CAPCOA to submit grant invoices with all required supporting documentation for eligible expenses within 20 days of the end of each month for which reimbursement of expenses is being sought. The CAPCOA invoice will include complete supporting documentation.

- C. Invoice Format – The CAPCOA invoice package may be submitted either electronically to the District’s SharePoint link or in hard copy. CAPCOA will e-mail District designated Finance staff notifying them when an invoice is submitted/sent.
  - D. Invoice Information Requests – CAPCOA will respond to District requests for information to support monthly invoices on a timely basis, not to exceed 10 business days.
  - E. Invoice Award Limit – Invoices will be submitted in a total amount not to exceed the annual EPA grant award identified in the Formal EPA Award letter.
  - F. Timing of Expenses - Expenditures submitted for reimbursement must occur within the term of the applicable annual federal fiscal year (FFY).
  - G. Allowable Costs – CAPCOA will follow 2 CFR 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Award costs. Under this guidance costs must be necessary and reasonable for the performance of the award and be allocable. CAPCOA will only submit allowable costs for reimbursement.
2. **Audited financial statements:** CAPCOA to provide to the District the audited annual financial statements 60 days after financial statements are issued by the external CPA.
  3. **Annual Budget:** CAPCOA to provide to the District the annual budget for the CAPCOA EPA 105 funding within 60 days after Board approval.
  4. **Response to Audit Requests:** CAPCOA to provide timely response in not more than 10 business days to requests from the District for documents to support audit requests for documents not previously provided (i.e., EPA audits, external CPA audits, etc.).
  5. **SEFA Reporting:** CAPCOA to assist the District with SEFA reporting as required by the EPA and external CPAs.

**EPA Grant No.**

**CLEAN AIR ACT §105 GRANT COOPERATIVE  
AGREEMENT/WORKPLAN**

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

**U.S ENVIRONMENTAL PROTECTION AGENCY  
REGION IX**

**EPA Fiscal Year 2025**

**This Work Plan is designed to meet the requirements of the Strategic Plan Goal (*Goal 1 - A Cleaner, Healthier Environment*) and the Strategic Plan Objective (*Objective 1.1 – Improve Air Quality*).**

The Bay Area Air Quality Management District (Air District), the state's first regional agency dealing with air pollution, was created by the California Legislature in 1955. The Air District's jurisdiction encompasses all of seven counties -- Alameda, Contra Costa, Marin, San Francisco, San Mateo, Santa Clara and Napa, as well as the southwestern portion of Solano County and the southern portion of Sonoma County. The Air District is governed by a 24-member Board of Directors, made up of publicly elected officials apportioned according to the population of the represented counties. The Board has the authority to develop and enforce regulations for the control of air pollution within its jurisdiction.

The Air District projects a workforce of 491 full-time-equivalent positions for FYE 2025 and a projected General Fund revenue of \$144.8. The largest portion of Air District revenue is derived from permit fees and county property taxes. Penalties, state subvention monies, general fund interest, and other miscellaneous fees, subscriptions and revenues generate the remaining funds. The Air District has 21 operating entities: (1) Executive Division; (2) Diversity, Equity and Inclusion Division; (3) Finance Office; (4) Human Resources Office; (5) Administrative Resources Division; (6) Legislative Office; (7) Legal Services Division; (8) Communications Office; (9) Technology Implementation Office; (10) Strategic Incentives Division; (11) Compliance & Enforcement Division; (12) Engineering Division; (13) Assessment, Inventory & Model Division; (14) Planning & Climate Protection Division; (15) Rules Division; (16) Community Engagement Division; (17) Information Services Division; (19) My Air Online Office; (20) Meteorology & Measurement Division, and (21) External Affairs Office.

**EXECUTIVE DIVISION**

Despite the continuing challenges of the pandemic, the Air District furthered our vision of providing a healthy breathing environment for all Bay Area residents. We continued to address disparities in air quality and health protections by expanding partnerships in historically disadvantaged communities. At the same time, our climate protection work progressed to accelerate electrification and incentivize greenhouse gas reductions by funding cutting-edge technologies. Under the leadership and direction of the Executive Officer/APCO and the Board of Directors, the Executive

Office guides the Bay Area Air Quality Management District (Air District) in meeting its mission of protecting and improving public health, air quality, and the global climate. To fulfill this mission, the Air District builds its programs and policies on sound science, develops them with technical expertise and rigor, and executes them with quality. Air District programs and policies include both traditional air quality management approaches and new strategies for achieving clean air.

The Executive Office is responsible for developing and maintaining strategic partnerships to achieve clean air. These partnerships include but are not limited to collaboration with: community groups, non-profits, peer regional agencies (Metropolitan Transportation Commission, Association of Bay Area Governments & Bay Conservation and Development Commission), regulatory agencies (U.S. Environmental Protection Agency and California Air Resources Board), and associations (California Air Pollution Control Officers Association, Air and Waste Management Association & National Association of Clean Air Agencies), as well as the State Legislature.

### **DIVERSITY, EQUITY AND INCLUSION DIVISION**

The work of the Air District requires diverse perspectives, talents, and life experiences to solve some of the most complex technical air quality issues that we face. The Office of Diversity, Equity & Inclusion is taking meaningful steps to build an equitable and inclusive environment. The efforts will be informed by working with the Deputy Executive Officer of Equity and Community Programs, Board of Directors' Community Health, Equity and Justice Committee and staff to shift longstanding environmental justice inequities throughout the region. Key initiatives for the Office will be providing trainings that encompass equity tools to provide a blueprint of systems and structures to operationalize cross-divisional efforts relative to Air District programs. In addition, the Office works on various initiatives by applying an equity lens to programs, policies, practices and procedures related to staffing, recruitment, promotions, inclusive practices in the workplace, and contracting for capital projects and services.

### **FINANCE OFFICE**

The Finance Office holds the responsibility for managing the organization's financial resources, ensuring accurate recording, reporting, and auditing of financial transactions in accordance with the standards set by the Governmental Accounting Standards Board (GASB) and Generally Accepted Accounting Principles (GAAP). Its primary objective is to oversee the financial well-being of the agency, ensuring financial stability within established budgetary limits. Key functions of the Finance Office include:

1. Budgeting: Collaborating with the various Divisions to prepare, create and monitor the annual agency budget.
2. Accounts Payable: Manage the payment obligations to suppliers or vendors for goods and services received. This department is responsible for processing invoices, verifying the accuracy of the charges, and facilitating timely payments to vendors within the agreed-upon terms.
3. Accounts Receivable: collecting and processing payments for services rendered.
3. Financial Reporting: compiling and presenting financial reports to stakeholders, including management, regulatory bodies, and the public.
4. Audit Preparation: reconciling all financial accounts and preparing all year-end financial audit information, collaborating, coordinating, and communicating with auditors.

5. Financial Analysis: providing timely and accurate analysis of financial data to support decision-making and strategic planning.
6. Payroll: Managing payroll computations, deductions, resolving payment issues, and disbursing payments to employees, tax authorities, and benefits providers.
7. Annual Cost Recovery: calculating the annual cost recovery percentage for each fee schedule to determine the proposed fee increases in coordination with the Engineering Division.

## **HUMAN RESOURCES OFFICE**

The Human Resources Office is responsible for personnel matters including payroll and benefits, labor and employee relations, recruitment and testing, employee engagement, processing personnel actions, employee performance appraisal and recognition programs, organizational development and training, health and safety compliance, workers compensation and special events coordination. Vision A work environment in which honesty, integrity, and trust enriches the employee experience. Mission Through strategic partnership and collaboration, we attract, retain, support and develop a diverse and inclusive workforce while fostering a fair, healthy and respectful work environment.

## **ADMINISTRATIVE RESOURCES DIVISION**

The Administrative Resources Division provides administrative and operational support functions for the Air District, and is comprised of the Business Office, Fleet and Facilities Office. The Business Office is responsible for contracts, purchasing, non-workers compensation risk management, mailroom services, and office support services. The Fleet Office is responsible for the acquisition and maintenance of Air District pool vehicles and fleet, management of vehicle accidents and procurement of new vehicles. The facilities office is responsible for the planning, maintenance, construction oversight and operations of all Air District facilities, and manage security and safety measures.

## **LEGISLATIVE OFFICE**

The Legislative Office mission is to advocate for Air District policy and budget priorities at both the state and federal levels. The Legislative Office is responsible for tracking and developing positions on state and federal legislation and budget proposals, meeting with legislators and legislative staff about policy proposals and updating them on Air District activities, representing the Air District at legislative hearings, and interacting with stakeholder groups, state and local agencies, and members of the public. The Legislative Office works closely with other divisions within the Air District to help achieve the Air District's commitment to reducing air pollution in California and the Bay Area region by sharing information on current legislative policy and budget proposals that affect Air District programs and policies.

## LEGAL SERVICES DIVISION

The General Counsel provides legal advice, counseling and representation to the Board of Directors and its Committees, the Executive Officer/APCO, Air District staff, and the Community Advisory Council in the execution of their respective statutory mandates and responsibilities. The General Counsel also represents the Air District, or manages outside counsel representing the Air District, in all litigation involving the Air District and in matters before the Air District's Hearing Board. The General Counsel primarily practices in the areas of general civil law, Federal, State and local air pollution control law, administrative law, Federal and State civil litigation, government law, and the California Environmental Quality Act.

This fiscal year, the General Counsel will continue to prosecute enforcement cases referred to it by the Compliance and Enforcement Division. These enforcement cases will include civil penalty prosecutions, which most often result in a settlement where the violator agrees to pay an appropriate civil penalty but can also proceed to litigation if a violator will not agree to an appropriate penalty. They will also include abatement order cases before the Air District's Hearing Board in situations where there is ongoing non-compliance that needs to be addressed, and may include court cases as well to the extent that Hearing Board action is insufficient or otherwise inappropriate. These enforcement efforts to be undertaken this fiscal year are once again designed to provide an appropriate enforcement response to violations of Air District regulations to ensure compliance, deter future violations, impose civil penalties commensurate with the nature of the air quality violation involved, remove the economic benefit of violations, promote equity, and encourage proactive measures to maintain compliance by the regulated community. This fiscal year, the General Counsel will also continue to implement the Mutual Settlement Program, which prosecutes violations by small businesses and similar entities through small claims court, which is a more efficient and effective way to address violations for which a large penalty would not be appropriate. The General Counsel will also continue to coordinate with, and provide training for, Compliance and Enforcement Division staff regarding case development. These efforts will ensure that effective enforcement cases are built from the beginning of investigations and will result in more effective settlements and prosecutions. The General Counsel's attorneys will continue their focus on civil penalty enforcement investigations and actions, including civil litigation and, where appropriate, Hearing Board enforcement proceedings.

The General Counsel's office will continue to advise Air District staff on rulemaking, permitting and air quality planning activities. In this regard, the General Counsel's office will continue its efforts to coordinate closely with the Air District's staff on these issues to minimize challenges to Air District decision-making. The General Counsel will also continue to represent the Executive Officer/APCO before the Hearing Board, counsel the Board of Directors and its Committees as to their legal authority and duties, and interact with EPA, CARB, other Air Districts and private attorneys on various matters. The General Counsel will continue to use outside labor/employment law firms to handle the specialized practice of labor and employment law counseling, negotiations and litigation. In addition to continuing to provide pre-litigation counseling, and to handle litigation matters internally, the General Counsel will continue to manage the efforts of outside counsel as appropriate in litigation, employment, and specialized counseling matters. This work will include ongoing litigation cases that are currently pending in Superior Court, as well as any additional litigation that may arise.

The General Counsel will also continue to advise the Community Advisory Council and Air District staff regarding the Air District's efforts to advance environmental justice, achieve equitable

outcomes, and address disparate air pollution and public health impacts in overburdened communities. This work will include an assigned attorney to support the Community Advisory Council, as well as support for the AB 617 program and the Community Steering Committees developing Community Emission Reduction Plans under that program. It will also include supporting Community Engagement staff and other staff within the agency as they develop these programs.

Finally, in FYE 2025 the General Counsel will continue a capacity building and development effort after a period of transition in the Legal Division. The General Counsel will refine the division's new policies and procedures to govern the Division's work and fully implement the division's new management practices. The General Counsel will also oversee the training and development of new attorneys in all aspects of the Air District's work."

## **COMMUNICATION DIVISION**

The Communications Office coordinates all agency media outreach, Air District messaging, crisis communications, media relations as well as print, digital and social media outreach for the Air District. The Office provides media and public outreach about the Air District's programs, operations and incident response. The Office manages advertising and outreach for Spare the Air and the Employer Programs. The Office oversees the Air District and Spare the Air social media sites, strategies and programs. The Office maintains the Spare the Air website and related sites and the Spare the Air mobile apps. The Office represents the Air District at community events for Spare the Air throughout the region. Office functions include production of publications and digital collateral for the general public and target audiences. This includes publishing newsletters, the annual report, videos and collateral materials. The Office also provides and oversees graphic design services, social media content creation, translation services and videography.

## **TECHNOLOGY IMPLEMENTATION OFFICE**

The Technology Implementation Office (TIO) mission is to advance emerging, cost-effective solutions to achieve greenhouse gas emissions reductions for the transportation and industrial source sectors. TIO will connect climate technologies and customers by providing financial incentives (through grants and loans) as well as technical and matchmaking support. Climate technology areas include zero emissions vehicles and infrastructure, zero emissions energy storage and backup systems, composting, and waste-to-energy projects, amongst other GHG reduction solutions. By supporting the scale-up of climate technologies, TIO can help achieve state and regional greenhouse gas emissions targets, reduce emissions in impacted communities, while also making technologies cost-effective even in regions without strong climate policies.

## **STRATEGIC INCENTIVES DIVISION**

The Strategic Incentives Division mainly administers Special Revenue funds that are used to accelerate voluntary emissions reductions by incentivizing the replacement of older dirtier equipment that primarily targets mobile sources that total approximately \$100 million for project funds and \$8

million for Air District administrative costs. Strategic Incentives staff conducts outreach and solicits grant applications, evaluates grant applications according to established criteria, recommends allocation of the funding, prepares contracts with grantees, monitors progress in implementing funded projects, and reports on the use of funds.

In addition to this work, the Division also oversees programs and activities that are paid for at least in part by the General Fund (historically approximately \$570,000 annually) as match and to pay for projects and activities performed by staff that cannot be fully reimbursed by Special Revenue sources, such as development of applications for new sources of funding (i.e., federal or state), oversight of air district sponsored projects that are not eligible for funding from other sources, and activities that are also not eligible for reimbursement by other sources. Additional information on the Strategic Incentives Division Budget can be found in the Special Revenue Fund section of the budget.

## **COMPLIANCE & ENFORCEMENT DIVISION**

The Compliance & Enforcement Division ensures the Air District will realize the emission reductions achieved by the air quality regulations adopted by the Board of Directors, and permit conditions issued by the Executive Officer/APCO. Compliance with Air District, state, and federal regulations is achieved through a robust Compliance Assurance and Enforcement Program that includes comprehensive inspections and investigations and a complementary Compliance Assistance Program that supports compliance objectives of the Division by maintaining operations and assisting industry with air quality regulations and requirements. The Division works closely with local and state regulatory agencies, regulated industry and members of the community to provide the highest level of service to protect air quality and public health. The Division implements Air District strategies and enforces regulations that pertain to stationary sources, and has some mobile source enforcement authority in collaboration with the California Air Resources Board. Division priorities include conducting Title V and Synthetic Minor facility inspections, locating unpermitted sources of operations, resolving violations at facilities with ongoing non-compliance and responding to and investigating air quality complaints. Staff work collaboratively across Divisions to achieve the Air District's mission and apply the appropriate level of enforcement proportional to the level of non-compliance. The Division vigorously pursues violators who show a disregard for the law and well-being of the public and ensures corrective actions and measures to resolve violations are taken.

The Compliance and Enforcement Division continues to focus on activities that support the Air District's commitment to achieve clean air to protect public health and the environment as follows:

The Compliance Assurance and Enforcement Programs focus on announced and unannounced inspections of air pollution sources to ensure compliance. Targeted strategies are used to guide inspections to identify non-compliance and reduce excess emissions. Sources include: Title V and Synthetic Minors facilities, petroleum refineries, chemical plants, dry cleaners, gasoline dispensing facilities, autobody shops, asbestos renovations and demolitions, agricultural and prescribed burning, and other permitted sources. Other facets of the program requiring Division resources include investigations of Title V deviation reporting, Reportable Compliance Activities, and other inspections pertaining to the Portable Equipment Registration Program (PERP), Asbestos projects (renovations, demolitions and naturally occurring asbestos – NOA), compliance determinations for State Air Toxics Control Measures (ATCMs) and Federal Maximum Available Control Technology (MACTs) for air toxics. Air pollution complaints and incident response and investigations are a high priority in the Division that aim to address and resolve air quality concerns of local communities.

The Compliance Assistance Program develops outreach materials, advisories, policies and procedures and guidance information and implements compliance strategies that complement a wide range of enforcement efforts. The program aims to enhance industry and public understanding of compliance and enforcement programs and regulatory requirements, address compliance concerns and assist in resolving air quality violations. Key programs and projects in Compliance Assistance and Operations include the Air District's Wood Smoke Reduction Program, Air Quality Complaint Program, AB617 Community Health Protection Program in West Oakland and Richmond/San Pablo, Wildfire Air Quality Response Program, Commuter Benefits, Title V, Open Burning, Flare Monitoring, Naturally Occurring Asbestos, Inspector Training, Green Business Certifications, Variance and Hearing Board Activities, and many others involving state, federal and Air District regulations and requirements. The program also maintains online web information, the dispatch operating system and the compliance assistance and complaint phone lines which are all integral interfaces with the public.

## **ENGINEERING DIVISION**

Engineering Division (Division) gives high priority to the timely review of permit applications and permit renewals. The typical application evaluation includes analyzing emissions impacts and determining compliance with applicable air quality requirements, including Best Available Control Technology (BACT), 'No Net Increase' emission offset requirements, New Source Review (NSR) of Toxic Air Contaminants (TAC) and California Environmental Quality Act (CEQA). There are about 10,000 facilities with about 26,000 devices and operations that have Air District permits. The Division processes, reviews, issues, and renews Title V (Major Facility Review) permits for about 79 facilities.

The Division implements Regulation 11, Rule 18, Reduction of Risk from Air Toxic Emissions at Existing Facilities. The Division expects to refine TAC emissions and prioritization scores for approximately 300 facilities and expects to conduct refined site-wide health risk assessments (HRAs) for about 150 facilities. HRA results will determine if the facilities are subject to the risk reduction requirements of this rule. Risk reduction plans will be reviewed, approved, and tracked. The toxics programs also support Community Health Protection Program goals to eliminate health disparities in overburdened communities.

The Division implements the State Air Toxics "Hot Spots" Program, which applies to existing facilities that emit TACs. Based on the annual TAC emissions inventory, the Division calculates prioritization scores for facilities, conducts HRAs for high priority facilities, and annually reports inventory, prioritization scores, and HRA results to CARB.

The Division continues to implement the Criteria Air Pollutants and Toxic Air Contaminants Reporting (CTR) Regulation and the Toxic Hot Spots Emissions Inventory Criteria and Guidelines Regulation, and state regulations establishing a uniform system of annual reporting of emissions of criteria air pollutants and TACs for permitted facilities. The Division has been actively working with other agencies and CAPCOA in the development of uniform emissions inventory guidelines for different source categories. Due to power outages and PG&E Public Safety Power Shutoffs (PSPS), there continues to be a large number of applications for backup generators.

The Division is participating in the Air District's Assembly Bill 617 (AB 617) implementation, which includes Community Health Protection Programs to benefit communities most directly affected by air pollution. The Division participates in the workgroups with other air districts in the CARB BARCT/BARCT Technology Clearinghouse workgroup, CARB Permitting FAQs for the environmental justice workgroup, and the Emissions Inventory workgroup. The Division also participates in the Air District's AB 617 priority community workgroups.

The Division is working on short- and long-term projects to incorporate environmental justice principles in permitting. This includes (1) the development of permitting tools with other divisions and (2) working with the Environmental Justice Ad Hoc Committee of the Community Advisory Council to create Environmental Justice Strategies for permitting that can be used for Strategic Planning at the District.

The Division has fully transitioned to the Production System and continues to develop additional functionality to improve permitting operations, which includes an online system for the regulated community. These tools will increase consistency, efficiency, and accuracy by allowing customers to submit applications, report data for the emissions inventory, pay invoices and renew permits through an online interface.

The Division provides technical support to other divisions, agencies, and programs, including rule development, emissions inventory, compliance and enforcement, planning, monitoring and measurement, the Technology Implementation Office, and the Air District's Regional Climate Action Plan. Key rule development efforts include amendments to Regulation 3 (Fees), and amendments to rules to implement Expedited Best Available Retrofit Control Technology for AB 617.

## **ASSESSMENT, INVENTORY, AND MODELING DIVISION**

The Assessment, Inventory, and Modeling (AIM) Division prepares comprehensive source emission inventories for the Bay Area and conducts air quality modeling at both regional and community scales. AIM prepares technical assessments that evaluate equity in air pollution exposures and health impacts in support of District programs. AIM coordinates and implements programs to improve and report estimates of emissions of criteria pollutants, toxic air contaminants, and climate forcing pollutants. AIM assesses emissions, concentrations, and exposures of toxic air contaminants, particulate matter, ozone and their precursors, to support targeted strategies that reduce impacts of air pollution both regionally and within communities, especially where Assembly Bill (AB) 617 community action plans are being developed. AIM reviews and provides guidance on environmental health risk assessments within environmental review documents prepared pursuant to California Environmental Quality Act (CEQA).

AIM will continue to implement the multi-pollutant Bay Area 2017 Clean Air Plan (2017 Plan), which addresses ozone, particulate matter, toxic air contaminants and greenhouse gases (GHGs). The 2017 Plan includes goals to attain all ambient air quality standards, eliminate disparities in health risk from air pollution, and reduce regional GHG emissions 40% below 1990 levels by 2030 and 80% below 1990 levels by 2050. To meet the requirements of AB 617, AIM will work to produce technical assessments to support community air quality action plans, including: identifying and prioritizing impacted communities, coordinating with community co-leads Steering Committees to reduce emissions and exposures, and providing tools and products that inform local strategies.

In partnership with other Divisions, AIM will analyze aerometric data, conduct regional modeling, and apply statistical analyses to support the District's grant programs, rule development, permitting, climate protection, and planning activities. AIM will conduct source apportionment analyses and hybrid photochemical and dispersion modeling, characterize emissions and air quality, and assess air quality health impacts to support AB 617. AIM will conduct equity assessments in support of AB 617 and rule develop activities. AIM will continue to work with CARB, U.S. EPA, NOAA, NASA, Northern California air districts, and other stakeholders on the regional modeling, focused mainly on ozone, air toxics and PM. These studies emissions inventory development, modeling, and analysis of air quality and pollutant transport in North Central California. AIM will further improve modeling emissions estimates and continue conducting data analysis and modeling to better understand formation of fine PM, ozone and air toxics, and their health impacts in the Bay Area. AIM will investigate transport of pollutants between the Bay Area and neighboring regions and intercontinental transport of pollutants.

AIM will continue work with other Divisions on the technical analysis, outreach, and risk reduction components of the CARE Program. AB 617 will require an expansion of the CARE program's technical work, including: updates to regional-scale air toxics emissions estimates and modeling; an expanded program focused on local-scale emissions inventory development and modeling of air toxics and fine particulate matter; assessment via measurements and analyses in impacted communities of fine particulate matter and air toxic emissions and modeling; identifying impacted communities; and working with State agencies, cities, counties, local stakeholders and others to develop and implement community action plans. AIM supports the work of other Divisions in reviewing health risk assessments within CEQA documents to provide comments where assessments are inconsistent with Air District guidance.

Many District programs are supported by updating and reporting inventories of air pollutant emissions. AIM will work with other Divisions to review emissions inventory products and develop a quality assurance plan for them. Updated emissions methods and databases are needed for assessing impacts of pollution sources and to meet reporting and rule development requirements of the District. New requirements from CARB, posed by AB 617 and the Criteria and Toxic Report Rule, require annual emissions reports for toxics and criteria pollutants for major emitters and improved consistency in methods for estimating emissions across California's air districts. AIM will conduct modeling studies to evaluate the impacts of sources of fine particulate matter on air quality and health.

## **PLANNING AND CLIMATE PROTECTION DIVISION**

The Planning and Climate Protection Division prepares plans to meet State and Federal air quality standards, leads and implements climate protection activities, and develops and implements local community emissions reduction plans per Assembly Bill 617 (AB 617). Staff partner with other Divisions to understand and address local and regional toxic air contaminants, criteria pollutants including fine particulate matter, and greenhouse gas emissions. Staff advance local and regional environmental justice by providing support for General Plan Environmental Justice Element development and implementation (per SB 1000); centering equity in climate action planning; and developing and delivering plan and policy resources such as model ordinances, technical resources, and best practices to accelerate action. Staff will continue supporting local lead agencies, regional agencies, and others in applying the Air District CEQA Thresholds and using updated Guidelines to ensure plans and projects are protective of local health and reduce climate impacts.

## **RULES DIVISION**

The Rules Division is responsible for the development of regulations to implement Air District plans to attain federal and State air quality standards, and to protect public health. In addition to development of rules derived from planning documents, staff assists with the preparation of air quality plans. Other measures are developed under the direction of the Board of Directors to further protect public health and safety and reduce emissions of greenhouse gases. In addition, staff reviews existing regulations and develops revisions to improve clarity, efficiency and effectiveness. For each control measure, staff assesses potential emission reductions, technological feasibility, socioeconomic impacts, cost-effectiveness, and environmental impacts under CEQA. Staff conducts public workshops and other public involvement processes, prepares staff reports, and makes presentations and recommendations to the Board of Directors at public hearings and committee meetings. Staff also manages and coordinates the rule development process for other Divisions.

## **COMMUNITY ENGAGEMENT AND POLICY DIVISION**

The Community Engagement Division supports the agency's mission by engaging with and supporting impacted communities in the Bay Area to advance public health, equity, and environmental justice. The Division works with communities to increase community awareness and transparency of air quality issues, build capacity, increase opportunities for impacted communities to participate in Air District decision-making, and support implementation of community-identified solutions. The Division supports relationship-building between communities and the Air District and supports other divisions by providing guidance with their engagement with communities. Key program areas to support these efforts in FYE 2025 are the AB 617 program, the Community Advisory Council, the development of the agency Environmental Justice Policy, the James Cary Smith Community Grant Program, the Home and School Air Filtration Program and implementation of state and federal civil rights laws.

## **INFORMATION SERVICES DIVISION**

The Information Systems Division focuses on Information technology operations, cybersecurity, engineering, and user support. Under this Division, Engineering and Operations Program staff provide design, implementation, security and maintenance of all computer server infrastructures including but not limited to email, telecommunications, network, file storage, business continuity/disaster recovery, and remote connectivity. The support team in this program provides user support to District staff for all technologies and user support to outside members of the regulated community that utilize on-line District technologies.

## **MY AIR ONLINE OFFICE**

The Office of My Air Online supports the Air District's enterprise systems via three key objectives. First, modernization and operations of the Online Permit Billing System. Second, operations and maintenance of the Air District's public web presence. Third, operations and maintenance of the online digital payment process.

## **METEOROLOGY AND MEASUREMENT DIVISION**

The Meteorology and Measurement Division (M&M) provides emissions, air quality, and meteorological data; chemical analysis; and forecasting and air quality assessments to support the activities of the Compliance & Enforcement, Engineering, Planning, Legal, Rules, Assessment, Inventory & Modeling, Communications, and Community Engagement Divisions. In addition to operating monitoring instruments in accordance with 40 CFR 50, 53, and 58, and conducting source emissions testing and analysis, the M&M Division staff develop rigorous monitoring and testing plans, develop and maintain instruments and systems, conduct quality assurance and quality control, and analyze and communicate measurement data. M&M staff coordinate with other Divisions to lead efforts in the District's work for EPA's NAAQS initial area designations including exceptional events notification and demonstrations as needed, and calculating design values for criteria air pollutants to track long term progress in attaining the NAAQS and CAAQS. M&M also works with other Divisions on contributions to the AB 617 Community Air Protection programs, including education around air quality and air and emissions monitoring, working with the AIM division on the technical assessments that help illustrate and support community information about the air quality issues in overburdened communities, and help develop emission or exposure reduction strategies that include air or emissions measurements. The M&M air and emissions measurement data is used to:

- determine if the Bay Area is in attainment with state and federal standards, in accordance with the Clean Air Act,
- determine if facilities are in compliance with Air District regulations,
- provide a scientific basis for Air District rule-making and programmatic decisions,
- identify areas with higher levels of pollutants of concern and community-level disparities in air pollution, and
- communicate about air quality with the public, including through air quality advisories and Spare the Air alerts.

## **EXTERNAL AFFAIRS OFFICE**

The External Affairs Office coordinates the administration of the Commuter Benefits Program in partnership with the Metropolitan Transportation Commission and directs the Flex Your Commute messaging campaign. The Office directs the Air District external sponsorship program to ensure transparency, goals and benefits are met in accordance with Air District requirements. The Office is developing a district-wide partnership program to expand messaging reach and information sharing with local, county and state agencies, and NGO's. The Office represents the Air District at conferences and events as directed and develops regional conferences and seminars to expand messaging for targeted initiatives and building regional partnerships.

## **AIR DISTRICT WORK PLAN GOALS**

The Bay Area Air Quality Management District is committed to protect and improve public health, air quality, and the global climate. Toward this end, the Air District has established the following core goals:

- Air District programs and policies are founded on science, developed with technical expertise, and executed with quality.
- The Air District will be at the forefront of air quality improvement and will pioneer new strategies to achieve healthy air and protect the climate.
- Involving, listening, and engaging all stakeholders, including partner agencies, to create broad acceptance for healthy air solutions.
- Committed staff that live and believe the Air District’s mission.
- All Bay Area residents have the right to breathe clean air.

With these goals in mind and in consultation with EPA Region IX, the Air District has formulated this Cooperative Agreement consisting of the following objectives as part of the 105- Grant Program for Federal FY 2025.

**NON-RECURRENT ACTIVITY: CAPCOA and NACAA**

As requested by the California Air Pollution Control Officers Association (CAPCOA) and approved by EPA Region 9, the Bay Area Air Quality Management District will pass-through \$622,542 to CAPCOA to continue the Region 9 Pilot Grant Recipients Project for another year and \$282,121 is for CAPCOA administration. CAPCOA has agreed to assume the sole responsibility for ensuring that the air districts receiving the pass-through grant funding adhere to the requirement of the grants including, but not limited to: collecting work plans for pilot grantees, receiving and compiling invoices from them, processing checks to them, compiling, reviewing, and submitting reports to EPA Region 9, addressing EPA Region 9 suggestions on the reports, and ensuring that the pilot grantee districts will use the pilot funding for air activities covered by the 105 Grant Program. In addition, the Air District requested that EPA deduct approximately \$27,293 regionally for CAPCOA’s annual funding for the Bay Area Air Quality Management District and \$16,752 will be sent directly by the Air District to the National Association of Clean Air Agencies for FY2025.

<b>Program Name</b>	<b>No.</b>	<b>Description of Output</b>	<b>Due Date</b>	<b>BAAQMD Contact</b>	<b>EPA Contact</b>												
State Implementation Plan	1	Air Emissions Reporting: The Air District will provide updated emissions data for criteria and toxic pollutants to the California Air Resources Board to meet State reporting requirements as specified under federal regulation 40 CFR Part 51, Subpart A - Air Emissions Reporting Requirements	9/30/25	Song Bai (415/749-5179)													
New Source Review	1	<p>Authorities to Construct: At least 30 days prior to issuance, the Air District will submit to EPA all proposed Authorities to Construct or permit modifications for major facilities whose emission increases are equal to or greater than the following emission rates or that are located within 10km of a Class I area.</p> <table border="0"> <thead> <tr> <th><u>Criteria Pollutant</u></th> <th><u>TPY</u></th> </tr> </thead> <tbody> <tr> <td>HC:</td> <td>25</td> </tr> <tr> <td>NO<sub>x</sub>:</td> <td>25</td> </tr> <tr> <td>SO<sub>x</sub>:</td> <td>25</td> </tr> <tr> <td>PM<sub>10</sub>:</td> <td>15</td> </tr> <tr> <td>CO:</td> <td>100</td> </tr> </tbody> </table> <p>BAAQMD will include accompanying public notices (if applicable) and supporting technical/engineering evaluations.</p>	<u>Criteria Pollutant</u>	<u>TPY</u>	HC:	25	NO <sub>x</sub> :	25	SO <sub>x</sub> :	25	PM <sub>10</sub> :	15	CO:	100	Concurrent with release of 30- day public notice	Pamela Leong (415/749-5186)	
<u>Criteria Pollutant</u>	<u>TPY</u>																
HC:	25																
NO <sub>x</sub> :	25																
SO <sub>x</sub> :	25																
PM <sub>10</sub> :	15																
CO:	100																
New Source Review	2	Authorities to Construct: The Air District will submit all draft Authorities to Construct or permit amendments for new/modified stationary sources that propose to use on site emission reductions to net out of review from federal NSR/PSD.	Concurrent with release of 30- day public notice	Pamela Leong (415/749-5186)													
New Source Review	3	Authorities to Construct: The Air District will submit all final Authorities to Construct issued under NSR Outputs 1 and 2 above, along with responses to EPA comments (if provided).	Concurrent with release of 30- day public notice	Pamela Leong (415/749-5186)													
New Source Review	4	Authorities to Construct: The Air District will submit all draft banking credit certifications that trigger public notices and supporting technical/engineering evaluations.	Concurrent with release of 30- day public notice	Pamela Leong (415/749-5186)													

<b>Program Name</b>	<b>No.</b>	<b>Description of Output</b>	<b>Due Date</b>	<b>BAAQMD Contact</b>	<b>EPA Contact</b>
New Source Review	5	<p>Authorities to Construct: Prior to deeming a permit application complete, the Air District will notify EPA of all new major stationary sources and major modifications that may be subject to the following portion of the federal PSD regulation 40 CFR 52.21:</p> <p>Sources with stack heights over 65 meters</p>	Within 30 days of receipt of application	Pamela Leong (415/749-5186)	
New Source Review	6	<p>Notification of Federal Land Manager and Fish and Wildlife Service: The Air District will notify the Air Quality Division of the National Park Service, the USDA Regional Forester and the Fish and Wildlife Service of any new major stationary source or major modification.</p> <p>In addition, the appropriate federal land manager must be notified when any minor modification of a major source occurs within 10 km of a Federal Class I area. The Air District will submit to EPA a copy of the notification.</p>	Within 30 days of receipt of application	Pamela Leong (415/749-5186)	
New Source Review	7	<p>Authorities to Construct: The Air District will report updated RACT/BACT/ LAER determinations to the RACT/BACT/LAER Clearinghouse as required by the 1990 CAA. CARB will compile the California submittal. Submit to CARB on the appropriate forms, a summary of all RACT/BACT/LAER determinations for new and modified sources.</p>	Within 60 days of the change	Pamela Leong (415/749-5186)	
New Source Review	8	<p>Reporting Requirements: The Air District will include the following information in the semi-annual reports submitted to Air Grants Contact:</p> <ul style="list-style-type: none"> <li>a. A list of all authorities to construct/modify issued. The list will identify the stationary source name, the application number and the process equipment subject to the permit.</li> <li>b. A list of all banking credits/EERCs issued identifying stationary source name, pollutant and emissions certified.</li> </ul> <p>Any outstanding or interesting NSR issues that BAAQMD would like to bring to EPA's attention.</p>	Semi-Annually	Pamela Leong (415/749-5186)	

<b>Program Name</b>	<b>No.</b>	<b>Description of Output</b>	<b>Due Date</b>	<b>BAAQMD Contact</b>	<b>EPA Contact</b>
Ambient Air Monitoring	1	The Air District will submit an annual network plan as required by 40 CFR 58.10 and obtain written EPA approval for adding, relocating, or discontinuing any SLAMS.	7/1/25	Kate Hoag (415/749-4619)	
Ambient Air Monitoring	2	The Air District will update site information in the EPA AQS database following additions, relocations, and major modifications impacting site status.	Within 90 days of change	Charley Knoderer (415/749-4613)	
Ambient Air Monitoring	3	The Air District will notify EPA if any SLAMS sites are not operating for more than 14 consecutive calendar days.	As required	Ila Perkins (415/749-8448)	
Ambient Air Monitoring	4	The Air District will submit quarterly SLAMS ambient air quality data, and precision and accuracy data to the EPA AQS database.	Within 90 days of quarter	Charley Knoderer (415/749-4613)	
Ambient Air Monitoring	5	If data for any site are less than 75% complete for a quarter, the Air District will submit written explanation to EPA Region IX MAS contact at the time of data submittal.	As required	Charley Knoderer (415/749-4613)	
Ambient Air Monitoring	6	The Air District will submit annual SLAMS data certification letter for calendar year 2024 to EPA Region IX	5/1/25	Lilian R. Turcios-Metho (415/793-8275)	
Ambient Air Monitoring	7	The Air District will participate in EPA system audits, and performance audits, including the NPAP and PEP audits required by 40 CFR 58 Appendix A.	As required	Lilian R. Turcios-Metho (415/793-8275)	
Ambient Air Monitoring	8	The Air District will report all air pollution episode occurrences during FYE 2025 to EPA.	Within 60 days of the end of quarter	Kate Hoag (415/749-4619)	
Ambient Air Monitoring	9	If no episodes occur during FYE 2025, report no episodes occurred during the preceding year in each Annual Network Review Plan year.	As required	Kate Hoag (415/749-4619)	
Ambient Air Monitoring	10	The Air District will address Technical Systems Audit (TSA) findings by following actions in EPA-approved corrective action plans, including submitting quality assurance documentation for EPA's approval	As required	Lilian R. Turcios-Metho (415/793-8275)	

<b>Program Name</b>	<b>No.</b>	<b>Description of Output</b>	<b>Due Date</b>	<b>BAAQMD Contact</b>	<b>EPA Contact</b>
Stationary Source Rulemaking	1	Schedule: Rulemaking activity will be posted on the Air District's web site and updated regularly.	Ongoing	David Joe (415/749-8623)	
Stationary Source Rulemaking	2	Notice Requirements: The Air District will submit drafts of all federally required rules, workshop notices, and public hearing notices 30 days in advance of any workshop or public hearing.	30 days prior to event	David Joe (415/749-8623)	
Stationary Source Rulemaking	3	Revisions: When submitting rules as a formal revision to a rule previously approved by EPA as a part of the Air District's Attainment and Maintenance Plan, the Air District will ensure that the rule will adhere to any applicable EPA criteria for approval	30 days following Board approval	David Joe (415/749-8623)	
Stationary Source Rulemaking	4	The rule development staff will be available to facilitate and respond to any inquiry or concern brought by EPA regarding the rulemaking as it relates to the obligations of the Air District pursuant to the 1990 Clean Air Act Amendments.	As requested	David Joe (415/749-8623)	
Stationary Source Rulemaking	5	Area Source Rules & Standards: The Air District will submit a list of area source rules and standards, if any, for which the Air District intends to seek approval under Section 112(l) of the CAA for adopted NESHAPs.	9/30/2025	Carol Allen (415/749-4702)	
Stationary Source Rulemaking	6	Air Toxics: If the Air District intends to submit any air toxics rule as equivalent to the federal standard, submit draft equivalency demonstrations for review and comment at least 60 days before submittal of a Section 112(l) application.	60 days prior to submittal	Carol Allen (415/749-4702)	
Air Toxics Reporting	1	Emission Inventory and Monitoring: Provide EPA with the air toxics emission inventory for calendar year 2022.	1/30/25	Carol Allen (415/749-4702)	
Air Toxics Reporting	2	Air Toxics: Submit any initial notifications and/or compliance certifications for area sources within 30 days after initial notification and/or compliance certification deadline provided for in each individual Section 112 standard.	Within 30 days following initial notification	Carol Allen (415/749-4702)	

<b>Program Name</b>	<b>No.</b>	<b>Description of Output</b>	<b>Due Date</b>	<b>BAAQMD Contact</b>	<b>EPA Contact</b>
Mobile Sources	1	Conformity/Transportation: The Air District will work in partnership with MTC and ABAG on any revisions to the SIP that will be necessary to address transportation conformity regulatory activity by EPA. Coordinate work with Caltrans and ARB as needed.	As mandated in regulation	Andrea Gordon (415/749-4940)	
Mobile Sources	2	Conformity/Transportation and General: The Air District will provide consultation to federal agencies regarding general conformity determinations, and to transportation agencies regarding transportation conformity determinations.	Ongoing	Andrea Gordon (415/749-4940)	
Mobile Sources	3	Transportation/Air Quality Coordination: The Air District will review and, if necessary, comment on the Regional Transportation Plan, MPO Overall Work Program, and Transportation Improvement Program.	Within 30 days of receipt	Andrea Gordon (415/749-4940)	
Stationary Source Inspections	1	Major Source Inspections: The results from all Title V inspections will be reported to ICIS-Air in accordance with the Air District's CMS Plan with EPA.	Ongoing	Tracy Lee (415/749-4699)	
Stationary Source Inspections	2	Minor Source Inspections: The compliance status pertaining to minor source inspections will be stored in the Air District's data bank.	Ongoing	Tracy Lee (415/749-4699)	
Stationary Source Inspections	3	Inspection Health and Safety Equipment: The Air District will continue to require the proper health and safety equipment for inspectors to conduct compliance inspections at any stationary source within the Air District's jurisdiction.	Ongoing	Tracy Lee (415/749-4699)	
Acid Rain Continuous Emissions Monitoring	1	Relative Accuracy Testing Audits: Affected facilities are required to conduct relative accuracy testing audits (RATA) for Acid Rain and submit an RAT report for review and approval. When a RATA is required, an outside contractor is hired to do the testing. The Air District will review all outside contractor tests submitted and recommend acceptability of such.	Within 60 days of test	Jeff Aaseth (415/749-4968)	

<b>Program Name</b>	<b>No.</b>	<b>Description of Output</b>	<b>Due Date</b>	<b>BAAQMD Contact</b>	<b>EPA Contact</b>
Acid Rain Continuous Emissions Monitoring	2	Training: The Air District will participate in EPA sponsored training with other agencies and affected facilities in the Air District.	As scheduled by EPA	Jeff Aaseth (415/749-4968)	
Continuous Emissions Monitoring Systems - Excess Emissions Reporting	1	Continuous Emission Monitors: The Meteorology, Measurement & Rules Division will provide EPA with a list of all federally required EER and CEMS sources if requested by EPA.	Within 10 days of request	Jeff Aaseth (415/749-4968)	
Asbestos Inspection	1	Record Request: The Air District will supply all enforcement and notification support documentation for a particular case if requested by EPA.	Within 30 days of request	Sal Rueda (415/749-5067)	
Asbestos Inspection	2	Ongoing Inspection: The Air District will continue to implement the targeted inspection strategy negotiated between the Air District and EPA until a new strategy is negotiated.	Ongoing	Sal Rueda (415/749-5067)	
Asbestos Inspection	3	Ongoing Inspection: The Air District will meet all Cal-OSHA requirements for asbestos inspections, including respiratory and health and safety requirements.	Ongoing	Sal Rueda (415/749-5067)	
Asbestos Enforcement	1	Asbestos NESHAP Enforcement: The Air District's Asbestos NESHAP Coordinator will attend the Asbestos NESHAP Workgroup meetings. These meeting will be held in the state and there will be not more than two per year.	As scheduled	Sal Rueda (415/749-5067)	
Asbestos Enforcement	2	Asbestos NESHAP Enforcement: The Air District will initiate timely and appropriate enforcement actions against violators.	Ongoing	Sal Rueda (415/749-5067)	
Compliance and Enforcement	1	Compliance Assistance: These activities will be reported to EPA quarterly via the Air District's web site and Board of Director's Report.	12/31/24, 3/31/25, 6/30/25, 9/30/25	Tracy Lee (415/749-4699)	

<b>Program Name</b>	<b>No.</b>	<b>Description of Output</b>	<b>Due Date</b>	<b>BAAQMD Contact</b>	<b>EPA Contact</b>
Compliance and Enforcement	2	Training: Enforcement Division training records will be maintained at the Air District offices.	Ongoing	Tracy Lee (415/749-4699)	
Compliance and Enforcement	3	A staff member will attend the monthly ICIS-Air conference calls/webinars.	Ongoing	Tracy Lee (415/749-4699)	
District Counsel & Legal	1	Mutual Settlement Program: Statistics of this program will be maintained at the Air District.	As requested by EPA	Alexander Crockett (415/749-4920)	
District Counsel & Legal	2	The Air District will report monthly to ICIS-Air all Notices of Violations issued to Title V and Synthetic Minor facilities in accordance with the Air District's CMS Plan with EPA.	Within 15 days following end of the month	Tracy Lee (415/749-4699) Alexander Crockett (415/749-4920)	
Hearing Board	1	Reports: Hearing Board decision reports will be updated and sent to ARB monthly.	Within 30 days of decision	Marcy Hiratzka (415/749-5073)	
Record-keeping	1	The Air District will maintain the following records: Compliance and Enforcement - source inspections, NOVs and other reportable compliance activities. Engineering - Permit application and source listings. Legal – Variances, accusations, permit appeals. These files will be made available to EPA upon request.	Ongoing	Tracy Lee (415/749-4699) Pamela Leong (415/749-5186) Alexander Crockett (415/749-4920)	
Strategic Facilities: Green Tasks and Activities	1	The Air District will, to the fullest extent possible, purchase green environmentally friendly products, supplies and equipment. The Air District will also, to the fullest extent possible, employ energy conservation practices/materials management such as cooling tower water management and low impact landscaping, waste prevention and recycling.	Ongoing	Erica Flahan (415/749-5114)	

<b>Program Name</b>	<b>No.</b>	<b>Description of Output</b>	<b>Due Date</b>	<b>BAAQMD Contact</b>	<b>EPA Contact</b>
Title VI of the Civil Rights Act of 1964	1	We are in the process of making commitments to U.S. EPA to improve public participation, language access, grievance procedures for claims of discrimination, language access and access to persons with disabilities.	Subject to ongoing discussions	Suma Peesapati (415/749-4967)	
Program Evaluation	1	On-site Evaluations: The Air District will participate in on-site evaluations conducted by EPA by providing requested information and scheduling interviews with key staff as requested.	As requested	Barry Young (415/749-4721)	
Program Evaluation	2	Corrective Action Plan: The Air District will prepare a corrective action plan (CAP) that addresses deficiencies identified in EPA's program evaluation and include a schedule of implementation, if needed.	As requested	Barry Young (415/749-4721)	

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

Memorandum

To: Chairperson Davina Hurt and Members  
of the Board of Directors

From: Philip M. Fine  
Executive Officer/APCO

Date: September 4, 2024

Re: Authorization to Execute Memorandum of Understanding with the California Air  
Pollution Control Officers Association for the Prescribed Burn Reporting and  
Monitoring Support Program

RECOMMENDED ACTION

Recommend the Board of Directors authorize the Executive Officer/APCO to execute a Memorandum of Understanding (MOU) with the California Air Pollution Control Officers Association (CAPCOA) for the Prescribed Burn Reporting and Monitoring Support Program to provide reimbursement of up to \$60,873.06 for work completed under the Air District's Prescribed Burn Program.

BACKGROUND

Since 2019, the Air District has participated in CAPCOA's Prescribed Burn Reporting and Monitoring Support Program. This grant program provides reimbursement funds to the Air District for work completed under the Air District's Prescribed Burn Program. This work includes, but is not limited to, evaluating and approving prescribed burn smoke management plans, utilizing the Prescribed Fire Information Reporting System (PFIRS), coordinating with project sponsors (e.g., fire agencies, public land managers, and private landowners), providing forecasting services, and reporting to stakeholders.

The reimbursement funds the Air District receives under this grant program are provided by way of a Memorandum of Understanding (MOU) between the Air District and CAPCOA. The Air District has executed three prior MOUs with CAPCOA with a total grant amount of \$181,936.13.

DISCUSSION

To continue participation in this program, the Air District must execute a fourth MOU with CAPCOA. This MOU would reimburse the Air District up to \$60,873.06 for costs associated with implementation of the Air District's Prescribed Burn Program, covering work completed between June 1, 2022, and June 30, 2026.

BUDGET CONSIDERATION/FINANCIAL IMPACT

The MOU provides reimbursement funds for work completed under the Air District's Prescribed Burn Program. Funding is provided by the California Air Resources Board's California Climate Investments program.

Respectfully submitted,

Philip M. Fine  
Executive Officer/APCO

Prepared by: Geraldina Grunbaum and Patrick Wenzinger

Reviewed by: John Marvin

ATTACHMENTS:

1. Draft Memorandum of Understanding between the California Air Pollution Control Officers Association and the Bay Area Air Quality Management District

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
CALIFORNIA AIR POLLUTION CONTROL OFFICERS ASSOCIATION  
AND THE BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

The California Air Pollution Control Officers Association (CAPCOA) and the Bay Area Air Quality Management District (“District”) hereby enter into this Memorandum of Understanding (“MOU”), which shall be effective after execution by both parties.

RECITALS

WHEREAS, on July 13, 2023, CAPCOA entered into an amended Grant Agreement G21-PBRM-02-1 with the California Air Resources Board (CARB) (the CARB/CAPCOA Grant Agreement) to administer state funds related to Prescribed Fire in California; and

WHEREAS, the CARB/CAPCOA Grant Agreement requires CAPCOA to administer the program through certain local air pollution control and air quality management districts; and

WHEREAS, the CARB/CAPCOA Grant Agreement requires the District to sign an MOU with CAPCOA agreeing to the reimbursable work tasks outlined below; and

WHEREAS, the District has affirmed its interest in participating in the Prescribed Burn Reporting and Monitoring Support Program.

NOW, THEREFORE, in consideration of the terms, conditions and covenants set forth herein, and for other good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

- A.** The Parties agree to comply with the requirements and conditions contained herein.
- B.** The Prescribed Burn Reporting and Monitoring Support Program is part of California Climate Investments, a statewide program that puts billions of Cap-and-Trade dollars to work reducing greenhouse gas emissions, strengthening the economy, and improving public health and the environment — particularly in disadvantaged communities.
  - 1. District agrees to acknowledge the California Climate Investments program whenever projects funded, in whole or in part by this MOU, are publicized in any news media, websites, brochures, publications, audiovisuals, or other types of promotional material. The acknowledgement must read as follows: ‘This publication (or project) was

supported by the “California Climate Investments” (CCI) program.’ Guidelines for the usage of the CCI logo can be found at [www.arb.ca.gov/ccifundingguidelines](http://www.arb.ca.gov/ccifundingguidelines).

2. The California Climate Investments logo and name serves to bring under a single brand the many investments whose funding comes from the Greenhouse Gas Emission Reduction Fund (GGRF). The logo represents a consolidated and coordinated initiative by the State to address climate change by reducing greenhouse gases, while also investing in disadvantaged communities and achieving many other co-benefits.



3. District agrees to acknowledge the California Air Resources Board (hereinafter referred to as CARB or the Board) as a funding source for the Prescribed Burn Reporting and Monitoring Support Program when publicized in any news media, websites, applications, brochures, publications, audiovisuals, or other types of promotional material. The District agrees to adhere to the Board’s logo usage requirements in a manner directed by CARB. CARB logos shall be provided to the District by CARB Project Liaison.



4. The CARB logo is a visual representation of our air environment. The arcs represent; the different elements that make up air we breathe, the protection of our atmosphere and the efforts we take to protect the health of Californians, the collaboration of multiple stakeholders all moving in the same direction together, and innovation with the arcs all growing and changing.

C. The District agrees to abide by any applicable terms and commitments of the Prescribed Burn Reporting and Monitoring Support Program Grant Agreement

between CAPCOA and CARB dated:6/6/2022 (G21-PBRM-02-01), and as amended by the CARB/CAPCOA Grant Agreement G21-PBRM-02-2 dated 7/13/2023.

D. The District shall be reimbursed up to \$60,873.06 for direct and indirect costs incurred in implementing the reimbursable work tasks identified in Appendix A of this MOU, with the exception of work task number 1. The deployment of air monitoring equipment in support of monitoring emissions from prescribed burn projects selected by CAPCOA may also be reimbursed out of a separate budget which CAPCOA has available to support air monitoring of prescribed burns. In addition, the District may be reimbursed by CAPCOA for direct and indirect costs incurred for training required by CAPCOA or CARB in support of the District's participation in the program. These costs may be reimbursed out of a separate budget which CAPCOA has available for training activities related to prescribed burning actions.

E. The District agrees to provide a quarterly progress report to CAPCOA which shall include: training conducted related to this program, public messaging efforts coordinated through this program with CAPCOA or other CAPCOA partners and the following information on prescribed burns (which is consistent with information required in Title 17 for the approval of Smoke Management Plans):

- a. Burns requested, burns permitted, acreage burned.
- b. Locations of burns (in latitude and longitude where available).
- c. Type(s) of fuels burned for each prescribed burn.
- d. Number and locations of prescribed burns monitored during the reporting period.

F. CAPCOA shall reimburse the District quarterly upon completion of the quarterly progress report and the submittal of a complete disbursement request which includes timesheets for staff time and invoices for travel expenses. Staff time will be reported at the fully burdened rate consistent with state and federal guidelines.

G. District agrees to the program elements outlined in Appendix A which outline reimbursable work tasks under this MOU.

H. District will coordinate with CAPCOA on public messaging related to prescribed burning and outreach regarding the benefits of prescribed burning versus extreme fire events.

I. District agrees to promote use of the Prescribed Fire Information Reporting System (PFIRS) by the air districts for prescribed burns.

J. The District agrees to indemnify, defend and hold harmless CAPCOA and its employees, agents, representatives 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 District or out of the operation of prescribed fire emission monitoring equipment.

K. The District and CAPCOA acknowledge the Project Milestones outlined in Appendix B.

L. Information or data that personally identifies an individual or individuals may be confidential in accordance with California Civil Code sections 1798, et seq. and other relevant State or Federal statutes and regulations, unless such information is a non-exempt public record in accordance with the California Public Records Act ("CPRA"). District shall safeguard all such information or data which comes into their possession under this MOU in perpetuity and shall not release or publish any such information or data unless required to do so pursuant to the CPRA or otherwise required to do so by a court of competent jurisdiction.

M. This MOU may be terminated by either party by giving a 30-day written notice to the other. The District shall submit a final invoice to CAPCOA for reimbursable costs incurred prior to the effective date of termination, and CAPCOA shall reimburse the District within 30 days of receipt of the final invoice.

THE REST OF THIS PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, this MOU has been executed by the parties hereto by their authorized representatives.

BAY AREA AIR QUALITY  
MANAGEMENT DISTRICT

CALIFORNIA AIR POLLUTION  
CONTROL OFFICERS ASSOCIATION

\_\_\_\_\_  
Philip M. Fine, Executive Officer

\_\_\_\_\_  
Tung Le, Executive Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

DRAFT

## Appendix A: Reimbursable Expenses

1. District will coordinate with CAPCOA on an appropriate number of prescribed burns to monitor during the grant period, and will attend training that CAPCOA will be coordinating on the use and deployment of air monitoring equipment. **Funding for burns that are monitored is available on a reimbursable basis from CAPCOA.**
2. District will coordinate with CARB and CAPCOA on public messaging and outreach regarding the benefits of prescribed burning versus extreme fire events.
3. District agrees to utilize the Prescribed Fire Information Reporting System (PFIRS) for all prescribed burns in their jurisdiction where feasible. CARB will provide one-on-one training to the District on the use of PFIRS upon request. In addition, CAPCOA will be coordinating regional, group training sessions on the use of PFIRS.
4. District will coordinate with CAPCOA on any additional training needs to facilitate an optimized prescribed fire monitoring and smoke management program in their jurisdiction.
5. District will coordinate with CAPCOA to ensure that all prescribed burn projects in their jurisdiction larger than 10 acres in size or estimated to produce more than one ton of particulate matter, have a smoke management plan as required by 17 CCR Section 80160.
6. District will keep records of each prescribed burn in their jurisdiction, or access this information from PFIRS, and provide this information quarterly to the CAPCOA coordinator for collection and preparation of a comprehensive quarterly progress report to be submitted to CARB. This information shall include the following:
  - a. Burns requested, burns permitted, acreage burned.
  - b. Locations of burns (in latitude and longitude where this information exists).
  - c. Type(s) of fuels burned for each prescribed burn.
  - d. Number and locations of prescribed burns monitored during the reporting period.
7. District will coordinate with CAPCOA on the preparation of a comprehensive, draft Final Report and Final Report covering the entire grant period.
8. Reimbursement documentation and process will be coordinated between CAPCOA and District and will include tracking of hourly tasks assigned against this project and the project elements outlined in Appendix A.

## Appendix B: Project Schedule

Work Task	Timeline
Participate in a kickoff meeting for this grant.	TBD
Coordinate with CAPCOA on the submission of comprehensive quarterly reports describing progress made during the quarter in meeting the objectives of this grant.	Quarterly
Coordinate with CAPCOA on available training for the Prescribed Fire Information System (PFIRS), monitor deployment, and smoke modeling. Ensure that all personnel participating in the program are familiar with the procedures for each.	As needed
For a number of prescribed burns to be determined by CAPCOA, obtain monitoring equipment from the nearest regional cache of equipment, deploy the monitors, ensure valid data are being reported during the burn, and collect the equipment at the end of each burn for return to the nearest regional cache.	Ongoing
Utilize PFIRS for all prescribed burns within the grantee's jurisdiction where feasible.	Ongoing
Coordinate with CAPCOA on the preparation of a draft final report and final report.	January 31, 2025 (draft final report) and March 31, 2025 (final report)

# GRANT AGREEMENT COVER SHEET

GRANT NUMBER <b>G21-PBRM-02-1</b>
--------------------------------------

NAME OF GRANT PROGRAM Prescribed Burn Reporting and Monitoring Support Program	
GRANTEE NAME California Air Pollution Control Officers Association	
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER 77-0058264	TOTAL GRANT AMOUNT NOT TO EXCEED \$ 716,800.00 <b>1,433,600.00</b>
START DATE: 6/1/2022	END DATE: 6/30/2024 <b>2025</b>

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 California Air Pollution Control Officers Association (the "Grantee").

- Exhibit A – Grant Agreement Provisions
- Exhibit A, Attachment 1 – Scope of Work Task and Project Elements
- Exhibit B – Work Statement
- Exhibit B, Attachment 1 – Budget Summary
- Exhibit B, Attachment 2 – Project Schedule

**The purpose of Amendment 1 is to extend the Grant end date and make changes to Exhibit A and B.** 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) California Air Pollution Control Officers Association	
SIGNATURE OF ARB'S AUTHORIZED SIGNATORY: <i>Alice Kindarara</i>		SIGNATURE OF GRANTEE (AS AUTHORIZED IN RESOLUTION, LETTER OF COMMITMENT, OR LETTER OF DESIGNATION) <i>[Signature]</i>	
TITLE Branch Chief	DATE 7/13/2023	TITLE Executive Director	DATE 6/23/2023
STATE AGENCY ADDRESS 1001 I Street, Sacramento, CA 95814		GRANTEE'S ADDRESS (INCLUDE STREET, CITY, STATE AND ZIP CODE) 1107 Ninth Street, Suite 801, Sacramento, CA 95814	

CERTIFICATION OF FUNDING				
AMOUNT ENCUMBERED BY THIS AGREEMENT \$716,800.00	PROGRAM FY 21/22: 3510000L32 FY 22/23: 3510000D32	PROJECT	ACTIVITY	
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$716,800.00	FUND TITLE General Fund			FUND NO. 0001
TOTAL AMOUNT ENCUMBERED TO DATE \$1,433,600.00	(OPTIONAL USE) FY 21/22: \$716,800.00 FY 22/23: \$716,800.00	CHAPTER FY 21/22: 69 FY 22/23: 249	STATUTE 2021/ SB129 2022/ AB179	
APPR REF 101 101	ACCOUNT/ALT ACCOUNT 5432000 5432000	REPORTING STRUCTURE 39007100 39007100	SERVICE LOCATION 50017 50017	FISCAL YEAR (ENY) 2021/22 2022/23

## EXHIBIT A

### Grant Agreement Provisions

- A.** The parties agree to comply with the requirements and conditions contained herein.
1. Grantee agrees to acknowledge the California Air Resources Board (hereinafter referred to as CARB) as a funding source for the Prescribed Burn Reporting and Monitoring Support Program when publicized in any news media, websites, applications, brochures, publications, audiovisuals, or other types of promotional material. The Grantee agrees to adhere to the Board's logo usage requirements in a manner directed by CARB. CARB logos shall be provided to the Grantee by CARB Project Liaison.



2. The CARB logo is a visual representation of our air environment. The arcs represent; the different elements that make up air we breathe, the protection of our atmosphere and the efforts we take to protect the health of Californians, the collaboration of multiple stakeholders all moving in the same direction together, and innovation with the arcs all growing and changing.

### **B. GRANT AGREEMENT SUMMARY AND AMENDMENTS (IF APPLICABLE)**

Project Title: Prescribed Burn Reporting and Monitoring Support Program

Grant Funding Amount: ~~\$716,800.00~~ **\$1,433,600.00**

This grant is intended to provide resources to the California Air Pollution Control Officers Association for overall coordination of an enhanced smoke management program with California's air pollution control and air quality management districts (hereinafter referred to as Air Districts.) This includes coordination of enhanced reporting of prescribed fire activity in their respective jurisdictions through increased use of CARB's Prescribed Fire Information Reporting System (PFIRS), coordination of increased air monitoring of prescribed fires, coordination of improved public outreach regarding prescribed burning, and administering reimbursement budgets for district training, large district participation in the enhanced smoke management program, and prescribed fires monitored.

#### **1. Grant Amendment Two (Effective upon execution of this Grant Agreement)**

##### **This amendment:**

- a. Increases the total grant award from \$716,800.00 to \$1,433,600.00. Original award was \$716,800 from FY21/22. Amendment adds \$718,800 from FY 22/23;**
- b. Extends the original Grant Agreement termination date from June 30, 2024 to June 30, 2025;**
- c. Changes the Project Liaison from Greg Vlasek to Jason Branz;**
- d. Makes other minor, non-substantive changes to increase clarity; and**

e. Updates to the grant agreement provisions.

**C. GRANT AGREEMENT PARTIES AND CONTACT INFORMATION**

1. This Grant is from CARB to the California Air Pollution Control Officers Association (hereinafter referred to as Grantee). The Grantee will perform the activities outlined in Section G, Scope of Work.
2. The CARB Project Liaison is ~~Greg Vlasek~~ **Jason Branz**. Correspondence regarding this project must be directed to:

~~Greg Vlasek~~ **Jason Branz**, Manager  
Air Quality Planning and Science Division  
California Air Resources Board  
P.O. Box 2815  
Sacramento, CA 95812  
[Greg.Vlasek@arb.ca.gov](mailto:Greg.Vlasek@arb.ca.gov)  
[Jason.Branz@arb.ca.gov](mailto:Jason.Branz@arb.ca.gov)

3. The Grantee Liaison is Tung Le. Correspondence regarding this project must be directed to:

Tung Le  
Executive Director  
California Air Pollution Control Officers Association  
1107 Ninth Street, Suite 801  
Sacramento, California 95814  
[Tung@capcoa.org](mailto:Tung@capcoa.org)

**D. GOVERNING BOARD APPROVAL**

Prior to the execution of this Grant Agreement, the Grantee is required to submit to CARB a resolution, minute order, or other approval of its governing board that authorizes the Grantee to enter into this Grant Agreement and that commits the Grantee to comply with the requirements of this Grant Agreement. Alternatively, the Grantee and CARB may execute this Grant Agreement before a Grantee has submitted this governing board resolution, minute order, or other approval to CARB; however, the Grantee may not perform work under this Grant Agreement, and no funding will be disbursed until the Grantee has submitted this governing board resolution, minute order, or other approval to CARB. CARB assumes no liability or responsibility for, and no funding or reimbursement will be provided for any work done prior to CARB's receipt of a resolution, minute order, or other approval from Grantee's governing board.

**E. TIME PERIOD**

1. Performance of work or other expenses billable to CARB under this Grant may commence after full execution of this Grant Agreement by both parties and Grantee's

submission to CARB of its governing board's resolution, minute order, or other approval, described in Section D of this Grant Agreement. Performance on this Grant ends once the Grantee has submitted the Final Report or if this Grant Agreement is terminated, whichever is earlier.

2. Upon completion of the project milestones provided in the Scope of Work, the Grantee must submit a draft Final Report for the FY ~~21/22~~22/23 funding cycle to CARB for review and approval. The draft Final Report must be submitted to CARB no later than April 30, ~~2024~~2025. The Grantee must submit a Final Report for the FY ~~21/22~~22/23 funding cycle to CARB. The Final Report must be submitted to CARB no later than June 30, ~~2024~~2025.
3. The Grantee must submit a final Grant Disbursement Request to the CARB Project Liaison no later than March 31, ~~2024~~2025 for costs incurred up to that date which will utilize the FY ~~21/22~~22/23 funding.
4. If additional funding becomes available, the CARB Executive Officer retains the authority to amend this Grant to provide additional disbursement to the Grantee to complete tasks related to the Scope of Work for this Grant Agreement.

## F. SCOPE OF WORK

This section defines the respective duties and requirements of CARB and the Grantee in implementing this Grant Agreement.

### 1. CARB is responsible for the following:

- a. Participating in a project kick-off meeting or conference call, and ongoing coordination with the Grantee to discuss project activities and guide project implementation;
- b. Reviewing and approving elements developed by the Grantee, such as Progress Reports, the draft Final Report, and the Final Report;
- c. Providing project oversight and accountability (in conjunction with the Grantee); and
- d. Ensuring compliance with the applicable requirements of this Grant Agreement.

### 2. The Grantee is responsible for the following:

Development and implementation of defined project tasks as described below. Minimum duties and requirements of the Grantee include:

- a. Participating in an initial project meeting or conference call;
- b. Ensuring that all project tasks are completed during the period of this Grant;
- c. Apprising the CARB project liaison of any delays in implementing the scope of work below;
- d. Overseeing the project budget and funds;

- e. Submitting quarterly progress reports;
- f. Holding at least quarterly program meetings with CAPCOA and CARB, and
- g. Submitting draft Final Report and the Final Report in compliance with the project schedule included as Exhibit B, Attachment II.

### **3. Project Development and Implementation**

The Grantee's Scope of Work also includes the tasks and project elements described in Attachment I. The tasks and project elements together with the associated timelines serve as the project milestones for work completion.

### **4. Initial Project Meeting and Ongoing Coordination**

Grantee will participate in an initial project meeting with CARB. This meeting will take place at the onset of the grant and will cover expectations throughout the period of the grant.

### **5. Progress Reports**

The Grantee shall submit quarterly Progress Reports to the CARB Project Liaison that provide a quantitative summary of CAPCOA's and the Air Districts prescribed burning activities. The Grantee shall also submit an annual Summary Report to the CARB Project Liaison for the duration of this Agreement that provides a comprehensive and quantitative annual summary of CAPCOA's and the Air Districts prescribed burning activities. The annual Summary reports shall be submitted by July 31 for the preceding fiscal year's activities. If requested by CARB, revisions to an annual Summary reports shall be submitted by September 1.

### **6. Final Report**

1. The Grantee must submit a draft Final Report for the FY ~~21/22~~22/23 funding cycle to the CARB Project Liaison for review and approval. The draft Final Report must be submitted to CARB no later than April 30, ~~2024~~2025. The Grantee must submit a Final Report for the FY ~~21/22~~22/23 funding cycle to the CARB Project Liaison. The Final Report must be submitted to CARB no later than June 30, ~~2024~~2025.

At a minimum, the draft Final and Final Reports must include the following:

- a. Accounting summary of funds expended ;
- b. Summary of work completed by CAPCOA and the participating Air Districts; and
- c. Narrative of how the milestones have been met.

## **G. FISCAL ADMINISTRATION**

### **1. Budget**

- a. The maximum amount of this Grant is up to ~~\$716,800.00~~ **\$1,433,600.00**. Under no circumstance will CARB reimburse the Grantee for more than this amount. A written Grant Agreement amendment is required whenever there is a change to the amount of this Grant.
- b. The budget for this project is shown in Exhibit B, Attachment I. Grant Disbursement Requests for the project and administration funds must not exceed the Grant amount.
- c. The total funding may be reallocated by CARB at CARB's sole discretion if the Grantee requests less than the total funds allocated for the project for all project activities performed during the term of the Grant Agreement.
- d. Budget Flexibility:

Subject to the prior review and approval of the CARB Project Liaison, line item shifts of up to \$25,000 or ten percent of the annual grant budget total, whichever is less, may be made up to a cumulative maximum of \$25,000 or 10%, whichever is less, for all line item shifts over the life of the project. There must be a substantial business justification for any shifts made. Fund shifts which increase Indirect, Overhead or General Expense line items are prohibited. Line item shifts may be proposed and/or requested by either the State or the grantee in writing and must not increase or decrease the total grant amount allocated. Any line item shifts must be approved in writing by the CARB Project Liaison, or his or her designee, and must be sent to CARB's Administrative Services Division within 10 days of approval for inclusion in grant folder. If the grant is formally amended, any line item shifts agreed to by the parties must be included in the amendment.

## 2. Advance Payment

Consistent with the Legislature's direction to expeditiously disburse grants, CARB at its sole discretion may provide advance payments of grant awards in a timely manner to support program initiation and implementation with a focus on mitigating the constraints of modest reserves and potential cash flow problems.

Grantee acknowledges that CARB has finalized Advance Payment regulations which became effective on January 1, 2021. Grantee agrees that this Agreement and all advance payment requests will comply with these regulations, which can be found at: 17 California Code of Regulations (C.C.R.) Sections 91040-91044.

Recognizing that appropriate safeguards are needed to ensure grant monies are used responsibly, CARB has developed the grant conditions described below to establish control procedures for advance payments. CARB may provide advance payments to grantees of a grant program or project if CARB determines all of the following:

- a. The advance payments are necessary to meet the purposes of the grant project.
- b. The use of the advance funds is adequately regulated by grant or budgetary controls.

- c. The request for application or the request for proposals contains the terms and conditions under which an advance payment may be received consistent with this section.
- d. The Grantee is either a small Air District or the Grantee meets all of the following criteria:
  - i. Has no outstanding financial audit findings related to any of the moneys eligible for advance payment and is in good standing with the Franchise Tax Board and Internal Revenue Service.
  - ii. Agrees to revert all unused moneys to CARB if they are not liquidated within the timeline specified in the grant agreement.
  - iii. Submits a spending plan to CARB for review prior to receiving the advance payment.
  - iv. The spending plan shall include project schedules, timelines, milestones, and the Grantee's fund balance for all state grant programs.
  - v. CARB shall consider the available fund balance when determining the amount of the advance payment.
  - vi. Reports to CARB any material changes to the spending plan within 30 days.
  - vii. Agrees to not provide advance payment to any other entity.
- e. In the event of the nonperformance of the Grantee, CARB shall require the full recovery of the unspent moneys. A Grantee shall provide a money transfer confirmation within 45 days upon the receipt of a notice from CARB.
- f. The Grantee must complete and submit to CARB for review and approval, an Advance Payment Request Form, along with each grant disbursement that is requesting advance payment. The Advance Payment Request Form shall be provided by CARB to the Grantee after the grant execution.
- g. CARB may provide an advance of the direct project costs of the grant if the program has moderate reserves and potential cash flow issues. Advance payments will not exceed the Grantee's interim cash needs.
- h. The grantee assumes legal and financial risk of the advance payment.
- i. Grantee shall place funds advanced under this section in an interest-bearing account. Grantee shall track interest accrued on the advance payment. Interest earned on the advance payment shall only be used for eligible grant-related expenses as outlined in the Grant Provisions, Exhibit A or will be returned to CARB.
- j. CARB will withhold payment of ten (10) percent of the Grant's value by advance pay or reimbursement payments, until completion of all work and CARB's approval of the Grantee's Final Report. It is the Grantee's responsibility to submit a Grant Disbursement Request for this final disbursement of funds.
- k. Grantee shall remit to CARB any unused portion of the advance payment and

interest earned within ninety (90) days following the end date of this Grant Agreement term on June 30, 2024~~2025~~ or the reversion date of the appropriation.

### **3. Grant Disbursements**

- a. All disbursements from the total Grant award, including both advance payments and Grantee reimbursements for funds not advanced, will be made following CARB's review and approval of Grant Disbursement Request Forms
- b. CARB shall disburse funds in accordance with the California Prompt Payment Act, Government Code Section 927, et. seq.
- c. The Grantee shall submit the Grant Disbursement Requests to CARB Accounting Section at [accountspayable@arb.ca.gov](mailto:accountspayable@arb.ca.gov) with a copy to the CARB Project Liaison. The Grantee must submit this electronically, based on CARB's current electronic submission guidance at the time of request. Requests for payment must be made with the Grant Disbursement Request Form and contain all documentation required with the form.

### **4. Suspension of Payments and Grant Agreement Termination**

- a. CARB reserves the right to issue a grant suspension order if a dispute should arise. The grant suspension order will be in effect until the dispute has been resolved or the Grant Agreement has been terminated. If the Grantee chooses to continue work on the project after receiving a grant suspension order, the Grantee will not be reimbursed for any expenditure incurred during the suspension in the event CARB terminates the Grant Agreement. If CARB rescinds the suspension order and does not terminate the Grant Agreement, CARB at its sole discretion will reimburse the Grantee for any expenses incurred during the suspension that CARB deems reimbursable in accordance with the terms of the Grant Agreement.
- b. CARB reserves the right to terminate this Grant Agreement upon thirty (30) days' written notice to the Grantee. In case of early termination, the Grantee will submit a Progress Report covering activities up to, and including, the termination date and following the requirements specified herein and in Section I of these provisions.
- c. CARB reserves the right to immediately terminate this Grant Agreement in accordance with Section L, General Grant Provisions.

### **5. Contingency Provision**

In the event this Grant Agreement is terminated for whatever reason, the CARB Executive Officer or designee reserves the right in his or her sole discretion to award any remaining funds to other projects.

### **6. Documentation of Use of Project Funds**

Project funds may be used for administrative costs of accomplishing the tasks identified in the Scope of Work. Administrative costs include: the Grantee's personnel costs directly related to managing the grant program (e.g., time sheet tracking for district grants, negotiating contracts/training, gathering information on quarterly/annual reporting); 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)<sup>1</sup>;

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overhead associated with administrative activities; consultant fees (if pre-approved by CARB); and printing, records retention, and mailing costs.

Costs associated with overall coordination of the grant program include: the Grantee's non-Administrative personnel costs (e.g., review of the Prescribed Fire Information Reporting System, ongoing training development and participation, development of program guidance for Air Districts, coordination with Air Districts, CARB, and other state, local and federal agencies on burn monitoring, public messaging, coordinating and training for prescribed burns, and modeling and monitoring of prescribed burns); fringe benefit costs; travel expenses and per diem rates set at the rate specified by CalHR; and overhead associated with overall coordination of the grant program.

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

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

- v. If indirect costs are used to document administration funds for the project, the Grantee must describe how these costs are determined.
- 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 (3) years after final payment under this Grant Agreement.
- c. The above documentation must be provided to CARB in the Final Report.

## **H. PROJECT MONITORING**

### **1. Technical Monitoring**

- a. Any change to the Scope of Work or timeline for the project proposed by the Grantee requires the prior written approval of the CARB Project Liaison, and, depending on the scope and extent of the changes, may require a written Grant Agreement Amendment.
- b. The Grantee must notify the CARB Project Liaison and Grant Coordinator immediately, in writing, if any circumstances arise (technical, economic, or otherwise), which might jeopardize completion of the project, or if there is a change in key project personnel.
- c. In addition to quarterly Progress Reports submitted by the Grantee, the Grantee must coordinate with the CARB Project Liaison to provide information that is needed to assess progress in completing tasks and meeting the objectives of the project.
- d. Any change in budget allocations, re-definition of deliverables, or extension of the project schedule must be requested in writing to the CARB Project Liaison and approved by CARB, in its sole discretion. Such changes may require a written Grant Agreement Amendment.

## **I. 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 in quarterly Progress Reports submitted to CARB. A Final Report must be submitted after all project funds have been expended. As specified in Sections G.5 and G.6 of this Agreement, Grantee may satisfy this requirement by including the required information in quarterly Progress Reports and a Final Report submitted directly to the CARB Project Liaison.

## **J. OVERSIGHT AND ACCOUNTABILITY**

The Grantee must comply with all oversight responsibilities identified herein.

- 1. CARB or its designee may recoup project funds which were received based upon misinformation or fraud, or for which a Grantee or its subcontractor(s), or a participant in the project is in significant or continual non-compliance with the terms

of this Grant Agreement or state law.

2. CARB or its designee reserves the right to audit at any time during the duration of this Grant Agreement 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.
3. The Grantee shall retain all records referred to above and provide them for examination and audit by the State for three (3) years after final payment under this Grant Agreement.

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4. The Grantee shall develop and maintain accounting procedures to track reservation and expenditures by grant award, fiscal year, and of all funding sources.

## **K. CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)**

CARB has determined that the project funded by this grant agreement is exempt from CEQA; Grantee should ensure that the project is implemented consistent with the grant agreement to maintain CEQA exempt status.

## **L. GENERAL GRANT AGREEMENT PROVISIONS**

1. Amendment: No amendment or variation of the terms of this Grant Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Grant Agreement is binding on any of the parties.
2. Americans with Disabilities Act (ADA) Language: Grantee must ensure that products and services submitted to CARB, uploaded, or otherwise provided to CARB by the Grantee and/or its sub-contractors, sub-grantees (hereinafter referred to as sub awardees) under this Grant, as specified in Exhibit (insert exhibit # here) or (list items here) to (collectively, the "Work"), comply with Web Content Accessibility Guidelines 2.0, levels A and AA, and otherwise meet the accessibility requirements set forth in California Government Code Sections 7405 and 11135, Section 202 of the federal Americans with Disabilities Act (42 U.S.C. § 12132), and Section 508 of the federal Rehabilitation Act (29 U.S.C. § 794d) and the regulations promulgated thereunder (36 C.F.R. Parts 1193 and 1194) (collectively, the "Accessibility Requirements"). For any Work provided to CARB in PDF format, Grantee shall also provide an electronic version in the original electronic format (for example, Microsoft Word or Adobe InDesign).

CARB may request documentation from the Grantee of compliance with the requirements described above and may perform testing to verify compliance. Grantee agrees to respond to and resolve any complaint brought to its attention regarding accessibility of deliverables provided under this Grant.

Deviations from the Accessibility Requirements are permitted only by written consent by CARB.

3. 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 written amendment.
4. Audit: Grantee agrees that CARB, the Department of General Services, Department of Finance, the California State Auditor, 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. Availability of funds: It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this grant does not appropriate sufficient funds for the program, this grant shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this grant and Grantee shall not be obligated to perform any provisions of this grant.
6. Compliance with law, regulations, etc.: The Grantee agrees that it will, at all times, comply with and require its sub awardees to comply with all applicable federal, State and local laws, rules, guidelines, regulations, and requirements.
7. Computer software: The Grantee certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Grant Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
8. Conflict of interest: The Grantee certifies that it is in compliance with applicable State and/or federal conflict of interest laws.
9. 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 of the rights or remedies that the parties may have under law.
10. 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 population of the State.
11. Fiscal management systems and accounting standards: The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracking 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 Grant award accounts in accordance with generally accepted accounting principles.
12. 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 declaration of emergency, 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 the intent to invoke the clause and reasons that the force majeure event is preventing that party from or delaying that party in performing its obligations under this grant. 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.

13. 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.
14. 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 sub-awardees. The Grantee and/or its sub-awardees as applicable, shall be responsible for any and all disputes arising out of its contract for work on a Project funded by this Grant Award, 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.
15. Indemnification: The Grantee agrees to indemnify, defend, and hold harmless the State and CARB 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.
16. Independent contractor: The Grantee, and its sub-awardees, 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.
17. Nondiscrimination: During the performance of this Grant Agreement, the Grantee and its sub-awardees shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age (over 40), sexual orientation, or veteran or military status, or allow denial of family-care leave, medical-care leave, or pregnancy-disability leave. The Grantee and its sub-awardees shall ensure that the evaluation and treatment of their employees and

applicants for employment are free of such discrimination and harassment. The Grantee and its sub-awardees shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, title 2, section 11000 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 4.1 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 sub-awardees 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 agreements with sub-awardees to perform work under this Grant Agreement.

18. 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.
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: Grantee agrees to monitor all agreements subject to reimbursement from this Grant Agreement to ensure that the provisions of Labor Code Sections 1720-1861 are being met by sub awardees.
21. Professionals: 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 for cause 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 within the time frame set forth by CARB via written notice to the Grantee.
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.

26. Order of precedence: In the event of any inconsistency between the articles, exhibits, attachments, specifications or provisions which constitute this Grant Agreement, the following order of precedence shall apply:
  - a. Grant Agreement Cover Sheet
  - b. Exhibit A – Grant Provisions
  - c. Exhibit B – Work Statement

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**EXHIBIT A, ATTACHMENT 1**  
**Scope of Work**  
**Tasks and Project Elements**

1. Grantee will coordinate an initial project kickoff meeting with CARB and Air Districts participating in the Prescribed Burn Reporting and Monitoring Support Program (Program). The kickoff meeting is intended be held in Spring 2022.
2. Grantee will develop and maintain a formula for allocating Program grant funding among the Air Districts. The methodology for development of the formula must be approved by the CARB project liaison.
3. Grantee will coordinate with the Air Districts and prepare comprehensive quarterly reports on behalf of all Air Districts participating in the Program. The quarterly reports shall be submitted to the CARB project liaison. The information contained in the quarterly progress reports shall include: training conducted and reimbursed; public messaging coordination; progress made in promoting the use of PFIRS; and the following information on prescribed burns:
  - a. Burns requested, burns permitted, acreage burned.
  - b. Locations of burns (in latitude and longitude where this information exists).
  - c. Type(s) of fuels burned for each prescribed burn.
  - d. Number and locations of prescribed burns monitored during the reporting period.
4. Grantee will coordinate with CARB and the Air Districts on an appropriate number of prescribed burns to monitor during the grant period based on jointly developed criteria, and will coordinate training for the districts on the use and deployment of air monitoring equipment. The requirement for this project is to monitor at least 120 prescribed fires for PM<sub>2.5</sub> levels in potentially impacted areas, using E-BAM monitors or other CARB-approved PM<sub>2.5</sub> instruments, with goals of monitoring up to 180 fires and developing local capability for increasing monitoring in subsequent years.
5. Grantee will coordinate with CARB and the districts on public messaging and outreach regarding the benefits of prescribed burning versus extreme fire events.
6. Grantee agrees to promote use of the Prescribed Fire Information Reporting System (PFIRS) by the Air Districts for prescribed burns whenever and wherever practicable.
7. This Grant includes a \$150,000 reimbursement budget to support districts (staffing and travel) for training in support of the Program. Grantee will administer this budget. As part of this effort, Grantee will coordinate the training on behalf of the districts participating in the Program. Regional training sessions are desirable. CARB will provide the trainers for PFIRS and the air monitoring equipment. This effort will at a minimum include coordination of training on:
  - a. PFIRS

- b. Air quality monitoring equipment and usage.
  - c. Accessing air monitoring equipment from caches.
  - d. Other training, as appropriate, to support the objectives and scope of work under this Grant. Districts/Grantee will provide CARB with names and affiliations of district staff who attend training
- 8.** Grantee will coordinate with the Air Districts on any additional training needs to facilitate an optimized Program.
- 9.** This Grant includes a \$50,000 reimbursement budget for reimbursement to districts for staff and travel supporting air monitoring of prescribed burns. Reimbursement will be made for man-hours and travel at prevailing staff rates for the districts deploying district and CARB monitors to prescribed fire locations. This includes:
- a. Enhancing deployment of air monitoring equipment and analysis of data for prescribed burn activities, especially those that are likely to impact the public.
  - b. Maintaining records for prescribed burns including applicable air monitoring information. Report the following information quarterly to the Grantee.
    - i. Numbers of prescribed fires monitored.
    - ii. Equipment used, where it was used, how it was used, and dates of usage including duration of use.
  - c. Costs will be reimbursed based on submission of reimbursement request(s) signed by the Air Pollution Control Officer (APCO).
- 10.** This Grant includes a \$301,800.00 reimbursement budget to support large districts (Bay Area and San Joaquin Valley) who participate in the Program. Grantee will administer this budget. The funding will be allocated to the three large districts based on an allocation formula that Grantee develops and is approved by the CARB project liaison.
- a. Grantee will coordinate with Air Districts and prepare comprehensive, draft final and final reports covering the entire grant period and all Air Districts—grantees. To receive the reimbursement funding, the districts must sign an MOU with Grantee agreeing to the reimbursable work tasks outlined below:
    - i. Supporting and deploying air monitoring equipment for prescribed burns specified by Grantee.
    - ii. Supporting the development of smoke management plans related to prescribed burning.
    - iii. Preparing and enhancing public messaging/outreach in support of prescribed burning.
    - iv. Recording events in PFIRS where required with a goal of getting all prescribed burns into PFIRS.
    - v. Districts will keep records of each burn and/or access PFIRS records and provide this information quarterly to the Grantee coordinator for collection and transfer to CARB.
    - vi. Provide the following information to Grantee quarterly (totals and by land management agency):
      - i. Burns requested, burns permitted, acreage burned.
      - ii. Locations of burns (in latitude and longitude where available).

- iii. Types(s) of fuels burned for each prescribed burn.
- vii. Ensure data are reported to Grantee in a manner and time sufficient for Grantee to complete its Progress Reports to CARB under Section f.

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**EXHIBIT B**

**Work Statement**

Budget Summary (Attachment 1)  
Project Schedule (Attachment 2)

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EXHIBIT B, ATTACHMENT 1

Budget Summary

Grantee: California Air Pollution Control Officers Association

Agreement No.: G21-PBRM-02-1

Project: Prescribed Burn Reporting and Monitoring Support Program

Total Costs & Funding

<b>Project Funds:</b>	<b>FY 21/22</b>	<b>FY 22/23</b>
Overall coordination of program	\$175,000	<u>\$175,000</u>
Reimbursement budget for districts that conduct air monitoring	\$50,000	<u>\$50,000</u>
Reimbursement budget for districts that attend training	\$150,000	<u>\$150,000</u>
Reimbursement budget for large districts(Bay Area, San Joaquin Valley) that participate in the Prescribed Burn Reporting and Monitoring Support Program	\$301,800	<u>\$301,800</u>
<b>Project Funds Sub-Total</b>	\$676,800	<u>\$676,800</u>
Administrative Costs	\$40,000	<u>\$40,000</u>
<b>Total Costs</b>	\$716,800	<u>\$716,800</u>

**EXHIBIT B, ATTACHMENT 2**

**Project Schedule**

**Grantee: California Air Pollution Control Officers Association**

**Agreement No.: G21-PBRM-02-1**

**Project: Prescribed Burn Reporting and Monitoring Support Program**

<b>Work Task</b>	<b>Timeline</b>
Participate in a kickoff meeting for this grant.	Summer 2022
Maintain a formula for allocating Program grant funding among the Air Districts.	Ongoing
Coordinate with Air Districts on the submission of quantitative quarterly reports describing progress made during the quarter in meeting the objectives of this grant.	Quarterly
For the duration of this agreement, submit a comprehensive annual Summary Report describing progress made during the year in meeting the objectives of this grant.	By July 31 for the preceding fiscal year's activities, and by September 1 for revisions requested by CARB, if any.
Promote the use of the Prescribed Fire Information Reporting System (PFIRS) by the Air Districts, and public and private land managers.	Ongoing (highlights reported annually)
Coordinate with CARB and the Air Districts on public messaging regarding the health and ecosystem benefits of prescribed burning vs. uncontrolled wildfires.	Ongoing (highlights reported annually)
Coordinate with Air Districts on monitoring of prescribed burns, and administer the \$100,000 reimbursement budget for small/medium districts who conduct air monitoring.	Ongoing (highlights reported quarterly)
Coordinate with Air Districts on establishing regional training sessions covering smoke management planning, PFIRS, monitor deployment, and any other requested elements of a successful Program. Administer the \$100,000 reimbursement budget to support district attendance at the training sessions.	Ongoing (highlights reported quarterly)
Administer the \$301,800 reimbursement budget for large Air Districts who participate in the Program, consistent with the prescribed burning tasks, elements, reporting and milestones of the Program.	Ongoing (highlights reported quarterly)
Coordinate with Air Districts on preparation of a draft final report and final report for FY <del>21/22</del> <u>22/23</u> funding.	No later than April 30, <del>2024</del> <u>2025</u> (draft final report) and No later than June 30, <del>2024</del> <u>2025</u> (final report)

# GRANT AGREEMENT COVER SHEET

		GRANT NUMBER <b>G21-PBRM-02-1-2</b>	
NAME OF GRANT PROGRAM Prescribed Burn Reporting and Monitoring Support Program			
GRANTEE NAME California Air Pollution Control Officers Association			
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER 77-0058264		TOTAL GRANT AMOUNT NOT TO EXCEED <del>\$1,433,600.00</del> <b>\$2,300,400.00</b>	
START DATE: 06/1/2022		END DATE: 06/30/2025 <b>2026</b>	

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 California Air Pollution Control Officers Association (the "Grantee").

### Sample Exhibits (TBD)

- Exhibit A – Grant Agreement Provisions
- Exhibit A, Attachment 1 – Scope of Work Tasks and Project Elements
- Exhibit B – Work Statement
- Exhibit B, Attachment 1 – Budget Summary
- Exhibit B, Attachment 2 – Project Schedule

**The purpose of Amendment 2 is to extend the Grant Agreement end date, decrease funds from FY22/23, add funds from FY21/22 & FY 23/24, and make other minor changes to Exhibit A and B.** 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) California Air Pollution Control Officers Association	
SIGNATURE OF ARB'S AUTHORIZED SIGNATORY: <i>Alice Kindarara</i>		SIGNATURE OF GRANTEE (AS AUTHORIZED IN RESOLUTION, LETTER OF COMMITMENT, OR LETTER OF DESIGNATION) <i>[Signature]</i>	
TITLE Branch Chief	DATE 11/28/2023	TITLE Executive Director	DATE 11/27/2023
STATE AGENCY ADDRESS 1001 I Street, Sacramento, CA 95814		GRANTEE'S ADDRESS (INCLUDE STREET, CITY, STATE AND ZIP CODE) 1107 Ninth Street, Suite 801 Sacramento, CA 95814	

### CERTIFICATION OF FUNDING

AMOUNT ENCUMBERED BY THIS AGREEMENT \$941,800.00	PROGRAM FY 21/22: 3510000L32 FY 22/23: 3510000L32 <b>FY 23/24: 3510000L32</b>	PROJECT	ACTIVITY	
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$1,433,600.00	FUND TITLE General Fund		FUND NO. 0001 0001 <b>0001</b>	
TOTAL AMOUNT ENCUMBERED TO DATE \$2,300,400.00	(OPTIONAL USE) FY 21/22: \$716,800.00 FY 22/23: \$716,800.00 <b>FY 23/24: \$941,800.00</b>		CHAPTER FY 21/22: 2021/ 69 SB129 FY 22/23: 2022/ 249 AB179 <b>FY 23/24: 2023/ 38 AB102</b>	
APPR REF	ACCOUNT/ALT ACCOUNT	REPORTING STRUCTURE	SERVICE LOCATION	FISCAL YEAR (ENY)
101	5432000	39007100	50017	2021/22
101	5432000	39007100	50017	2022/23
<b>101</b>	<b>5432000</b>	<b>39007100</b>	<b>50017</b>	<b>2023/24</b>

## EXHIBIT A

### Grant Agreement Provisions

- A.** The parties agree to comply with the requirements and conditions contained herein.
1. Grantee agrees to acknowledge the California Air Resources Board (hereinafter referred to as CARB) as a funding source for the Prescribed Burn Reporting and Monitoring Support Program when publicized in any news media, websites, applications, brochures, publications, audiovisuals, or other types of promotional material. The Grantee agrees to adhere to the Board's logo usage requirements in a manner directed by CARB. CARB logos shall be provided to the Grantee by CARB Project Liaison.



2. The CARB logo is a visual representation of our air environment. The arcs represent; the different elements that make up air we breathe, the protection of our atmosphere and the efforts we take to protect the health of Californians, the collaboration of multiple stakeholders all moving in the same direction together, and innovation with the arcs all growing and changing.

### **B. GRANT AGREEMENT SUMMARY AND AMENDMENTS (IF APPLICABLE)**

Project Title: Prescribed Burn Reporting and Monitoring Support Program

Grant Funding Amount: ~~\$1,433,600~~ **\$2,300,400**

This grant is intended to provide resources to the California Air Pollution Control Officers Association for overall coordination of an enhanced smoke management program with California's air pollution control and air quality management districts (hereinafter referred to as Air Districts.) This includes coordination of enhanced reporting of prescribed fire activity in their respective jurisdictions through increased use of CARB's Prescribed Fire Information Reporting System (PFIRS), coordination of increased air monitoring of prescribed fires, coordination of improved public outreach regarding prescribed burning, and administering reimbursement budgets for district training, large district participation in the enhanced smoke management program, and prescribed fires monitored.

#### **1. Grant Amendment Two (Effective upon execution of this Grant Agreement)**

This amendment:

- a. Increases the total grant award from \$716,800.00 to \$1,433,600.00. Original award was \$716,800 from FY21/22. Amendment adds \$718,800 from FY 22/23;
- b. Extends the original Grant Agreement termination date from June 30, 2024 to June 30, 2025;
- c. Changes the Project Liaison from Greg Vlasek to Jason Branz;
- d. Makes other minor, non-substantive changes to increase clarity; and

- e. Updates to the grant agreement provisions.

## **2. Grant Amendment Two (Effective upon execution of this Grant Agreement)**

### **This amendment:**

- a. **Increases the total grant award from \$1,433,600 to \$2,300,400. Original award was \$716,800 from FY 21/22. Amendment one added \$716,800 from FY 22/23, which is decreased by \$75,000 to \$641,800. This amendment two adds \$75,000 from FY 21/22 and \$866,800 from FY 23/24 for a total of \$941,800;**
- b. **Extends the Grant Agreement termination date from June 30, 2025 to June 30, 2026;**
- c. **Makes other minor, non-substantive changes to increase clarity; and**
- d. **Updates to the grant agreement provisions.**

## **C. GRANT AGREEMENT PARTIES AND CONTACT INFORMATION**

- 1. This Grant is from CARB to the California Air Pollution Control Officers Association (hereinafter referred to as Grantee). The Grantee will perform the activities outlined in Section G, Scope of Work.
- 2. The CARB Project Liaison is Jason Branz. Correspondence regarding this project must be directed to:

Jason Branz, Manager  
Air Quality Planning and Science Division  
California Air Resources Board  
P.O. Box 2815  
Sacramento, CA 95812  
[Jason.Branz@arb.ca.gov](mailto:Jason.Branz@arb.ca.gov)

- 3. The Grantee Liaison is Tung Le. Correspondence regarding this project must be directed to:

Tung Le  
Executive Director  
California Air Pollution Control Officers Association  
1107 Ninth Street, Suite 801  
Sacramento, California 95814  
[Tung@capcoa.org](mailto:Tung@capcoa.org)

## **D. GOVERNING BOARD APPROVAL**

Prior to the execution of this Grant Agreement, the Grantee is required to submit to CARB a resolution, minute order, or other approval of its governing board that authorizes the Grantee to enter into this Grant Agreement and that commits the Grantee to comply with the requirements of this Grant Agreement. Alternatively, the Grantee and CARB may execute this Grant Agreement before a Grantee has submitted this governing board resolution, minute order, or other approval to CARB; however, the Grantee may not

perform work under this Grant Agreement, and no funding will be disbursed until the Grantee has submitted this governing board resolution, minute order, or other approval to CARB. CARB assumes no liability or responsibility for, and no funding or reimbursement will be provided for any work done prior to CARB's receipt of a resolution, minute order, or other approval from Grantee's governing board.

## **E. TIME PERIOD**

1. Performance of work or other expenses billable to CARB under this Grant may commence after full execution of this Grant Agreement by both parties and Grantee's submission to CARB of its governing board's resolution, minute order, or other approval, described in Section D of this Grant Agreement. Performance on this Grant ends once the Grantee has submitted the Final Report or if this Grant Agreement is terminated, whichever is earlier.
2. Upon completion of the project milestones provided in the Scope of Work, the Grantee must submit a draft Final Report for the FY ~~22/23~~**23/24** funding cycle to CARB for review and approval. The draft Final Report must be submitted to CARB no later than April 30, ~~2025~~**2026**. The Grantee must submit a Final Report for the FY ~~22/23~~**23/24** funding cycle to CARB. The Final Report must be submitted to CARB no later than June 30, ~~2025~~**2026**.
3. The Grantee must submit a final Grant Disbursement Request to the CARB Project Liaison no later than March 31, ~~2025~~**2026** for costs incurred up to that date which will utilize the FY ~~22/23~~**23/24** funding.
4. If additional funding becomes available, the CARB Executive Officer retains the authority to amend this Grant to provide additional disbursement to the Grantee to complete tasks related to the Scope of Work for this Grant Agreement.

## **F. SCOPE OF WORK**

This section defines the respective duties and requirements of CARB and the Grantee in implementing this Grant Agreement.

1. **CARB is responsible for the following:**
  - a. Participating in a project kick-off meeting or conference call, and ongoing coordination with the Grantee to discuss project activities and guide project implementation;
  - b. Reviewing and approving elements developed by the Grantee, such as Progress Reports, the draft Final Report, and the Final Report;
  - c. Providing project oversight and accountability (in conjunction with the Grantee); and
  - d. Ensuring compliance with the applicable requirements of this Grant Agreement.

## **2. The Grantee is responsible for the following:**

Development and implementation of defined project tasks as described below. Minimum duties and requirements of the Grantee include:

- a. Participating in an initial project meeting or conference call;
- b. Ensuring that all project tasks are completed during the period of this Grant;
- c. Apprising the CARB project liaison of any delays in implementing the scope of work below;
- d. Overseeing the project budget and funds;
- e. Submitting quarterly progress reports;
- f. Holding at least quarterly program meetings with CAPCOA and CARB, and
- g. Submitting draft Final Report and the Final Report in compliance with the project schedule included as Exhibit B, Attachment II.

## **3. Project Development and Implementation**

The Grantee's Scope of Work also includes the tasks and project elements described in Attachment I. The tasks and project elements together with the associated timelines serve as the project milestones for work completion.

## **4. Initial Project Meeting and Ongoing Coordination**

Grantee will participate in an initial project meeting with CARB. This meeting will take place at the onset of the grant and will cover expectations throughout the period of the grant.

## **5. Progress Reports**

The Grantee shall submit quarterly Progress Reports to the CARB Project Liaison that provide a quantitative summary of CAPCOA's and the Air Districts prescribed burning activities. The Grantee shall also submit an annual Summary Report to the CARB Project Liaison for the duration of this Agreement that provides a comprehensive and quantitative annual summary of CAPCOA's and the Air Districts prescribed burning activities. The annual Summary reports shall be submitted by July 31 for the preceding fiscal year's activities. If requested by CARB, revisions to an annual Summary reports shall be submitted by September 1.

## **6. Final Report**

1. The Grantee must submit a draft Final Report for the FY ~~22/23~~**23/24** funding cycle to the CARB Project Liaison for review and approval. The draft Final Report must be submitted to CARB no later than April 30, ~~2025~~**2026**. The Grantee must submit a Final Report for the FY ~~22/23~~**23/24** funding cycle to the CARB Project Liaison. The Final Report must be submitted to CARB no later than June 30, ~~2025~~**2026**.

At a minimum, the draft Final and Final Reports must include the following:

- a. Accounting summary of funds expended ;
- b. Summary of work completed by CAPCOA and the participating Air Districts; and
- c. Narrative of how the milestones have been met.

## **G. FISCAL ADMINISTRATION**

### **1. Budget**

- a. The maximum amount of this Grant is up to ~~\$1,433,600~~ **\$2,300,400**. Under no circumstance will CARB reimburse the Grantee for more than this amount. A written Grant Agreement amendment is required whenever there is a change to the amount of this Grant.
- b. The budget for this project is shown in Exhibit B, Attachment I. Grant Disbursement Requests for the project and administration funds must not exceed the Grant amount.
- c. The total funding may be reallocated by CARB at CARB's sole discretion if the Grantee requests less than the total funds allocated for the project for all project activities performed during the term of the Grant Agreement.
- d. Budget Flexibility:

Subject to the prior review and approval of the CARB Project Liaison, line item shifts of up to \$25,000 or ten percent of the annual grant budget total, whichever is less, may be made up to a cumulative maximum of \$25,000 or 10%, whichever is less, for all line item shifts over the life of the project. There must be a substantial business justification for any shifts made. Fund shifts which increase Indirect, Overhead or General Expense line items are prohibited. Line item shifts may be proposed and/or requested by either the State or the grantee in writing and must not increase or decrease the total grant amount allocated. Any line item shifts must be approved in writing by the CARB Project Liaison, or his or her designee, and must be sent to CARB's Administrative Services Division within 10 days of approval for inclusion in grant folder. If the grant is formally amended, any line item shifts agreed to by the parties must be included in the amendment.

### **2. Advance Payment**

Consistent with the Legislature's direction to expeditiously disburse grants, CARB at its sole discretion may provide advance payments of grant awards in a timely manner to support program initiation and implementation with a focus on mitigating the constraints of modest reserves and potential cash flow problems.

Grantee acknowledges that CARB has finalized Advance Payment regulations which became effective on January 1, 2021. Grantee agrees that this Agreement and all advance payment requests will comply with these regulations, which can be found at: 17 California Code of Regulations (C.C.R.) Sections 91040-91044.

Recognizing that appropriate safeguards are needed to ensure grant monies are used responsibly, CARB has developed the grant conditions described below to establish control procedures for advance payments. CARB may provide advance payments to grantees of a grant program or project if CARB determines all of the following:

- a. The advance payments are necessary to meet the purposes of the grant project.
- b. The use of the advance funds is adequately regulated by grant or budgetary controls.
- c. The request for application or the request for proposals contains the terms and conditions under which an advance payment may be received consistent with this section.
- d. The Grantee is either a small Air District or the Grantee meets all of the following criteria:
  - i. Has no outstanding financial audit findings related to any of the moneys eligible for advance payment and is in good standing with the Franchise Tax Board and Internal Revenue Service.
  - ii. Agrees to revert all unused moneys to CARB if they are not liquidated within the timeline specified in the grant agreement.
  - iii. Submits a spending plan to CARB for review prior to receiving the advance payment.
  - iv. The spending plan shall include project schedules, timelines, milestones, and the Grantee's fund balance for all state grant programs.
  - v. CARB shall consider the available fund balance when determining the amount of the advance payment.
  - vi. Reports to CARB any material changes to the spending plan within 30 days.
  - vii. Agrees to not provide advance payment to any other entity.
- e. In the event of the nonperformance of the Grantee, CARB shall require the full recovery of the unspent moneys. A Grantee shall provide a money transfer confirmation within 45 days upon the receipt of a notice from CARB.
- f. The Grantee must complete and submit to CARB for review and approval, an Advance Payment Request Form, along with each grant disbursement that is requesting advance payment. The Advance Payment Request Form shall be provided by CARB to the Grantee after the grant execution.
- g. CARB may provide an advance of the direct project costs of the grant if the program has moderate reserves and potential cash flow issues. Advance payments will not exceed the Grantee's interim cash needs.
- h. The grantee assumes legal and financial risk of the advance payment.

- i. Grantee shall place funds advanced under this section in an interest-bearing account. Grantee shall track interest accrued on the advance payment. Interest earned on the advance payment shall only be used for eligible grant-related expenses as outlined in the Grant Provisions, Exhibit A or will be returned to CARB.
- j. CARB will withhold payment of ten (10) percent of the Grant's value by advance pay or reimbursement payments, until completion of all work and CARB's approval of the Grantee's Final Report. It is the Grantee's responsibility to submit a Grant Disbursement Request for this final disbursement of funds.
- k. Grantee shall remit to CARB any unused portion of the advance payment and interest earned within ninety (90) days following the end date of this Grant Agreement term on June 30, ~~2025~~2026 or the reversion date of the appropriation.

### **3. Grant Disbursements**

- a. All disbursements from the total Grant award, including both advance payments and Grantee reimbursements for funds not advanced, will be made following CARB's review and approval of Grant Disbursement Request Forms
- b. CARB shall disburse funds in accordance with the California Prompt Payment Act, Government Code Section 927, et. seq.
- c. The Grantee shall submit the Grant Disbursement Requests to CARB Accounting Section at [accountspayable@arb.ca.gov](mailto:accountspayable@arb.ca.gov) with a copy to the CARB Project Liaison. The Grantee must submit this electronically, based on CARB's current electronic submission guidance at the time of request. Requests for payment must be made with the Grant Disbursement Request Form and contain all documentation required with the form.

### **4. Suspension of Payments and Grant Agreement Termination**

- a. CARB reserves the right to issue a grant suspension order if a dispute should arise. The grant suspension order will be in effect until the dispute has been resolved or the Grant Agreement has been terminated. If the Grantee chooses to continue work on the project after receiving a grant suspension order, the Grantee will not be reimbursed for any expenditure incurred during the suspension in the event CARB terminates the Grant Agreement. If CARB rescinds the suspension order and does not terminate the Grant Agreement, CARB at its sole discretion will reimburse the Grantee for any expenses incurred during the suspension that CARB deems reimbursable in accordance with the terms of the Grant Agreement.
- b. CARB reserves the right to terminate this Grant Agreement upon thirty (30) days' written notice to the Grantee. In case of early termination, the Grantee will submit a Progress Report covering activities up to, and including, the termination date and following the requirements specified herein and in Section I of these

provisions.

- c. CARB reserves the right to immediately terminate this Grant Agreement in accordance with Section L, General Grant Provisions.

## 5. Contingency Provision

In the event this Grant Agreement is terminated for whatever reason, the CARB Executive Officer or designee reserves the right in his or her sole discretion to award any remaining funds to other projects.

## 6. Documentation of Use of Project Funds

Project funds may be used for administrative costs of accomplishing the tasks identified in the Scope of Work. Administrative costs include: the Grantee's personnel costs directly related to managing the grant program (e.g., time sheet tracking for district grants, negotiating contracts/training, gathering information on quarterly/annual reporting); 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)<sup>1</sup>;

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overhead associated with administrative activities; consultant fees (if pre-approved by CARB); and printing, records retention, and mailing costs.

Costs associated with overall coordination of the grant program include: the Grantee's non-Administrative personnel costs (e.g., review of the Prescribed Fire Information Reporting System, ongoing training development and participation, development of program guidance for Air Districts, coordination with Air Districts, CARB, and other state, local and federal agencies on burn monitoring, public messaging, coordinating and training for prescribed burns, and modeling and monitoring of prescribed burns); fringe benefit costs; travel expenses and per diem rates set at the rate specified by CalHR; and overhead associated with overall coordination of the grant program.

- 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 devoted to project administration;
  - ii. Administration funds for subcontractor(s) must be documented with copies of

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

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 are current as of the date costs are incurred by the Grantee; and
  - v. If indirect costs are used to document administration funds for the project, the Grantee must describe how these costs are determined.
- 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 (3) years after final payment under this Grant Agreement.
  - c. The above documentation must be provided to CARB in the Final Report.

## **H. PROJECT MONITORING**

### **1. Technical Monitoring**

- a. Any change to the Scope of Work or timeline for the project proposed by the Grantee requires the prior written approval of the CARB Project Liaison, and, depending on the scope and extent of the changes, may require a written Grant Agreement Amendment.
- b. The Grantee must notify the CARB Project Liaison and Grant Coordinator immediately, in writing, if any circumstances arise (technical, economic, or otherwise), which might jeopardize completion of the project, or if there is a change in key project personnel.
- c. In addition to quarterly Progress Reports submitted by the Grantee, the Grantee must coordinate with the CARB Project Liaison to provide information that is needed to assess progress in completing tasks and meeting the objectives of the project.
- d. Any change in budget allocations, re-definition of deliverables, or extension of the project schedule must be requested in writing to the CARB Project Liaison and approved by CARB, in its sole discretion. Such changes may require a written Grant Agreement Amendment.

## **I. 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 in quarterly Progress Reports submitted to CARB. A Final Report must be submitted after all project funds have been expended. As specified in Sections G.5 and G.6 of this Agreement, Grantee may satisfy this requirement by including the required information in quarterly Progress Reports and a Final Report submitted directly to the CARB Project Liaison.

## **J. OVERSIGHT AND ACCOUNTABILITY**

The Grantee must comply with all oversight responsibilities identified herein.

1. CARB or its designee may recoup project funds which were received based upon misinformation or fraud, or for which a Grantee or its subcontractor(s), or a participant in the project is in significant or continual non-compliance with the terms of this Grant Agreement or state law.
2. CARB or its designee reserves the right to audit at any time during the duration of this Grant Agreement 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.
3. The Grantee shall retain all records referred to above and provide them for examination and audit by the State for three (3) years after final payment under this Grant Agreement.
4. The Grantee shall develop and maintain accounting procedures to track reservation and expenditures by grant award, fiscal year, and of all funding sources.

## **K. CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)**

CARB has determined that the project funded by this grant agreement is exempt from CEQA; Grantee should ensure that the project is implemented consistent with the grant agreement to maintain CEQA exempt status.

## **L. GENERAL GRANT AGREEMENT PROVISIONS**

1. Amendment: No amendment or variation of the terms of this Grant Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Grant Agreement is binding on any of the parties.
2. Americans with Disabilities Act (ADA) Language: Grantee must ensure that products and services submitted to CARB, uploaded, or otherwise provided to CARB by the Grantee and/or its sub-contractors, sub-grantees (hereinafter referred to as sub awardees) under this Grant, as specified in Exhibit (insert exhibit # here) or (list items here) to (collectively, the "Work"), comply with Web Content Accessibility Guidelines 2.0, levels A and AA, and otherwise meet the accessibility

requirements set forth in California Government Code Sections 7405 and 11135, Section 202 of the federal Americans with Disabilities Act (42 U.S.C. § 12132), and Section 508 of the federal Rehabilitation Act (29 U.S.C. § 794d) and the regulations promulgated thereunder (36 C.F.R. Parts 1193 and 1194) (collectively, the "Accessibility Requirements"). For any Work provided to CARB in PDF format, Grantee shall also provide an electronic version in the original electronic format (for example, Microsoft Word or Adobe InDesign).

CARB may request documentation from the Grantee of compliance with the requirements described above and may perform testing to verify compliance. Grantee agrees to respond to and resolve any complaint brought to its attention regarding accessibility of deliverables provided under this Grant.

Deviations from the Accessibility Requirements are permitted only by written consent by CARB.

3. 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 written amendment.
4. Audit: Grantee agrees that CARB, the Department of General Services, Department of Finance, the California State Auditor, 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. Availability of funds: It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this grant does not appropriate sufficient funds for the program, this grant shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this grant and Grantee shall not be obligated to perform any provisions of this grant.
6. Compliance with law, regulations, etc.: The Grantee agrees that it will, at all times, comply with and require its sub awardees to comply with all applicable federal, State and local laws, rules, guidelines, regulations, and requirements.
7. Computer software: The Grantee certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Grant Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
8. Conflict of interest: The Grantee certifies that it is in compliance with applicable State and/or federal conflict of interest laws.
9. 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 of the rights or remedies that the parties may have under law.

10. 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 population of the State.
11. **Executive Order N-6-22 – Russia Sanctions: On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts and grants with, and to refrain from entering any new contracts and grants with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor or Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor or Grantee advance written notice of such termination, allowing Contractor or Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.**
12. Fiscal management systems and accounting standards: The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracking 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 Grant award accounts in accordance with generally accepted accounting principles.
13. 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 declaration of emergency, 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 the intent to invoke the clause and reasons that the force majeure event is preventing that party from or delaying that party in performing its obligations under this grant. 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.

14. 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.
15. 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 sub-awardees. The Grantee and/or its sub-awardees as applicable, shall be responsible for any and all disputes arising out of its contract for work on a Project funded by this Grant Award, 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.
16. Indemnification: The Grantee agrees to indemnify, defend, and hold harmless the State and CARB 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.
17. Independent contractor: The Grantee, and its sub-awardees, 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.
18. Nondiscrimination: During the performance of this Grant Agreement, the Grantee and its sub-awardees shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age (over 40), sexual orientation, or veteran or military status, or allow denial of family-care leave, medical-care leave, or pregnancy-disability leave. The Grantee and its sub-awardees shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. The Grantee and its sub-awardees shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, title 2, section 11000 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 4.1 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 sub-awardees 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 agreements with sub-awardees to perform work under this Grant Agreement.

19. 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.
20. 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.
21. Prevailing wages and labor compliance: Grantee agrees to monitor all agreements subject to reimbursement from this Grant Agreement to ensure that the provisions of Labor Code Sections 1720-1861 are being met by sub awardees.
22. Professionals: 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.
23. 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.
24. **Survival: Those terms, conditions, provisions, and exhibits which by their nature should survive termination, cancellation or expiration of this Grant Agreement, shall so survive, including but not limited to the General Grant Agreement Provisions (Section L of Exhibit A to this Grant Agreement).**
25. Termination: CARB may terminate this Grant Agreement for cause 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 within the time frame set forth by CARB via written notice to the Grantee.
26. Timeliness: Time is of the essence in this Grant Agreement. Grantee shall proceed with and complete the Project in an expeditious manner.
27. 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.

28. Order of precedence: In the event of any inconsistency between the articles, exhibits, attachments, specifications or provisions which constitute this Grant Agreement, the following order of precedence shall apply:

- a. Grant Agreement Cover Sheet
- b. Exhibit A – Grant Provisions
- c. Exhibit B – Work Statement

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**EXHIBIT A, ATTACHMENT 1**  
**Scope of Work**  
**Tasks and Project Elements**

1. Grantee will coordinate an initial project kickoff meeting with CARB and Air Districts participating in the Prescribed Burn Reporting and Monitoring Support Program (Program). The kickoff meeting is intended be held in Spring 2022.
2. Grantee will develop and maintain a formula for allocating Program grant funding among the Air Districts. The methodology for development of the formula must be approved by the CARB project liaison.
3. Grantee will coordinate with the Air Districts and prepare comprehensive quarterly reports on behalf of all Air Districts participating in the Program. The quarterly reports shall be submitted to the CARB project liaison. The information contained in the quarterly progress reports shall include: training conducted and reimbursed; public messaging coordination; progress made in promoting the use of PFIRS; and the following information on prescribed burns:
  - a. Burns requested, burns permitted, acreage burned.
  - b. Locations of burns (in latitude and longitude where this information exists).
  - c. Type(s) of fuels burned for each prescribed burn.
  - d. Number and locations of prescribed burns monitored during the reporting period.
4. Grantee will coordinate with CARB and the Air Districts on an appropriate number of prescribed burns to monitor during the grant period based on jointly developed criteria, and will coordinate training for the districts on the use and deployment of air monitoring equipment. The requirement for this project is to monitor at least 120 prescribed fires for PM<sub>2.5</sub> levels in potentially impacted areas, using E-BAM monitors or other CARB-approved PM<sub>2.5</sub> instruments, with goals of monitoring up to 180 fires and developing local capability for increasing monitoring in subsequent years.
5. Grantee will coordinate with CARB and the districts on public messaging and outreach regarding the benefits of prescribed burning versus extreme fire events.
6. Grantee agrees to promote use of the Prescribed Fire Information Reporting System (PFIRS) by the Air Districts for prescribed burns whenever and wherever practicable.
7. This Grant includes a ~~\$150,000~~**300,000** reimbursement budget to support districts (staffing and travel) for training in support of the Program. Grantee will administer this budget. As part of this effort, Grantee will coordinate the training on behalf of the districts participating in the Program. Regional training sessions are desirable. CARB will provide the trainers for PFIRS and the air monitoring equipment. This effort will at a minimum include coordination of training on:
  - a. **PFIRS (and future upgrades)**

- b. Air quality monitoring equipment and usage.
  - c. Accessing air monitoring equipment from caches.
  - d. **Smoke management program review and development**
  - e. Other training, as appropriate, to support the objectives and scope of work under this Grant. Districts/Grantee will provide CARB with names and affiliations of district staff who attend training
8. Grantee will coordinate with the Air Districts on any additional training needs to facilitate an optimized Program.
9. This Grant includes a \$50,000 reimbursement budget for reimbursement to districts for staff and travel supporting air monitoring of prescribed burns. Reimbursement will be made for man-hours and travel at prevailing staff rates for the districts deploying district and CARB monitors to prescribed fire locations. This includes:
- a. Enhancing deployment of air monitoring equipment and analysis of data for prescribed burn activities, especially those that are likely to impact the public.
  - b. Maintaining records for prescribed burns including applicable air monitoring information. Report the following information quarterly to the Grantee.
    - i. Numbers of prescribed fires monitored.
    - ii. Equipment used, where it was used, how it was used, and dates of usage including duration of use.
  - c. Costs will be reimbursed based on submission of reimbursement request(s) signed by the Air Pollution Control Officer (APCO).
10. This Grant includes a \$301,800.00 reimbursement budget to support large districts (Bay Area and San Joaquin Valley) who participate in the Program. Grantee will administer this budget. The funding will be allocated to the three large districts based on an allocation formula that Grantee develops and is approved by the CARB project liaison.
- a. Grantee will coordinate with Air Districts and prepare comprehensive, draft final and final reports covering the entire grant period and all Air Districts-grantees. To receive the reimbursement funding, the districts must sign an MOU with Grantee agreeing to the reimbursable work tasks outlined below:
    - i. Supporting and deploying air monitoring equipment for prescribed burns specified by Grantee.
    - ii. Supporting the development of smoke management plans related to prescribed burning.
    - iii. Preparing and enhancing public messaging/outreach in support of prescribed burning.
    - iv. Recording events in PFIRS where required with a goal of getting all prescribed burns into PFIRS.
    - v. Districts will keep records of each burn and/or access PFIRS records and provide this information quarterly to the Grantee coordinator for collection and transfer to CARB.
    - vi. Provide the following information to Grantee quarterly (totals and by land management agency):

- i. Burns requested, burns permitted, acreage burned.
- ii. Locations of burns (in latitude and longitude where available).
- iii. Types(s) of fuels burned for each prescribed burn.
- vii. Ensure data are reported to Grantee in a manner and time sufficient for Grantee to complete its Progress Reports to CARB under Section f.

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**EXHIBIT B**

**Work Statement**

Budget Summary (Attachment 1)  
Project Schedule (Attachment 2)

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**EXHIBIT B, ATTACHMENT 1**

**Budget Summary**

**Grantee: California Air Pollution Control Officers Association**

**Agreement No.: G21-PBRM-02-1-2**

**Project: Prescribed Burn Reporting and Monitoring Support Program**

**Total Costs & Funding**

<b>Project Funds:</b>	FY 21/22	FY 22/23	<u><b>FY 23/24</b></u>
Overall coordination of program	\$175,000	\$175,000	<u><b>\$175,000</b></u>
Reimbursement budget for districts that conduct air monitoring	\$50,000	\$50,000	<u><b>\$50,000</b></u>
Reimbursement budget for districts that attend training	\$150,000	<del>\$150,000</del> <u><b>\$75,000</b></u>	<u><b>\$375,000</b></u>
Reimbursement budget for large districts(Bay Area, San Joaquin Valley) that participate in the Prescribed Burn Reporting and Monitoring Support Program	\$301,800	\$301,800	<u><b>\$301,800</b></u>
<b>Project Funds Sub-Total</b>	\$676,800	<del>\$676,800</del> <u><b>\$601,800</b></u>	<u><b>\$901,800</b></u>
Administrative Costs	\$40,000	\$40,000	<u><b>\$40,000</b></u>
<b>Total Costs</b>	\$716,800	<del>\$716,800</del> <u><b>\$641,800</b></u>	<u><b>\$941,800</b></u>

EXHIBIT B, ATTACHMENT 2

Project Schedule

Grantee: California Air Pollution Control Officers Association

Agreement No.: G21-PBRM-02-4-2

Project: Prescribed Burn Reporting and Monitoring Support Program

Work Task	Timeline
Participate in a kickoff meeting for this grant.	Summer 2022
Maintain a formula for allocating Program grant funding among the Air Districts.	Ongoing
Coordinate with Air Districts on the submission of quantitative quarterly reports describing progress made during the quarter in meeting the objectives of this grant.	Quarterly
For the duration of this agreement, submit a comprehensive annual Summary Report describing progress made during the year in meeting the objectives of this grant.	By July 31 for the preceding fiscal year's activities, and by September 1 for revisions requested by CARB, if any.
Promote the use of the Prescribed Fire Information Reporting System (PFIRS) by the Air Districts, and public and private land managers.	Ongoing (highlights reported annually)
Coordinate with CARB and the Air Districts on public messaging regarding the health and ecosystem benefits of prescribed burning vs. uncontrolled wildfires.	Ongoing (highlights reported annually)
Coordinate with Air Districts on monitoring of prescribed burns, and administer the <del>\$400,000</del> <b>50,000</b> reimbursement budget for small/medium districts who conduct air monitoring.	Ongoing (highlights reported quarterly)
Coordinate with Air Districts on establishing regional training sessions covering smoke management planning, PFIRS <u>(and future upgrades)</u> , monitor deployment, <u>smoke management program review and development</u> , and any other requested elements of a successful Program. Administer the <del>\$400,000</del> <b>300,000</b> reimbursement budget to support district attendance at the training sessions.	Ongoing (highlights reported quarterly)
Administer the \$301,800 reimbursement budget for large Air Districts who participate in the Program, consistent with the prescribed burning tasks, elements, reporting and milestones of the Program.	Ongoing (highlights reported quarterly)
Coordinate with Air Districts on preparation of a draft final report and final report for FY <del>22/23</del> <b>23/24</b> funding.	No later than April 30, <del>2025</del> <b>2026</b> (draft final report) and No later than June 30, <del>2025</del> <b>2026</b> (final report)

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

Memorandum

To: Chairperson Davina Hurt and Members  
of the Board of Directors

From: Philip M. Fine  
Executive Officer/APCO

Date: September 4, 2024

Re: Authorization to Execute a Contract with The Davey Tree Expert Company to  
Provide Chipping Service Under the Agricultural Waste and Wildfire Prevention  
Chipping Programs

RECOMMENDED ACTION

Recommend the Board of Directors:

1. Authorize the Executive Officer/Air Pollution Control Officer (APCO) to select The Davey Tree Expert Company to provide chipping services under the Agricultural Waste and Wildfire Prevention Chipping Programs.
2. Authorize the Executive Officer/APCO to enter into a contract with The Davey Tree Expert Company to provide chipping services under the Agricultural Waste and Wildfire Prevention Chipping Programs in an amount not to exceed \$400,000.

BACKGROUND

Since 2015, the Air District has provided free chipping services to landowners in the Bay Area for materials that otherwise would be allowed to be burned in accordance with Regulation 5, Open Burning. The initial program provided by the Air District was the Agricultural Waste Chipping Program, which chips material under the Orchard Pruning and Attrition, Crop Replacement, and Range Management fire types. In 2021, in response to the unprecedented increase in wildfires, the Wildfire Prevention Chipping Program was rolled out, which chips material under the Hazardous Material, Forest Management, and Wildland Vegetation Management fire types.

Chipping services have been provided for both programs through contracts with third-party chipping providers. The most recent contracts for the two chipping programs were with The Davey Tree Expert Company (Davey Tree). These contracts were fully executed in January 2021 and expired on October 31, 2023. At the termination of the contracts, just over \$150,000 had been spent on the Agricultural Waste Chipping Program, while nearly \$290,000 had been spent on the Wildfire Prevention Chipping Program.

## DISCUSSION

In November 2023, the Air District issued Request for Proposals (RFP) 2023-041 to solicit provider(s) of chipping services for the Agricultural Waste Chipping Program and the Wildfire Prevention Chipping Program. Proposals were received from two providers, Davey Tree and Julian Tree Care Inc, for each chipping program. These proposals were reviewed and scored by a panel of three Air District staff based on the service providers' technical expertise, cost effectiveness, responsiveness of the proposal, experience working on projects of similar scope, references, and status as green/local businesses. Davey Tree received an average score of 85.67 out of a possible 100 points for both its proposals, and Julian Tree Care Inc. received an average score of 57.33 out of a possible 100 points for both its proposals.

Based on the evaluation of the proposals received under RFP 2023-041, staff recommends that Davey Tree be selected to provide services for both the Agricultural Waste and Wildfire Prevention chipping programs. Staff proposes to enter into a two-year contract for an amount not to exceed \$400,000 with Davey Tree for these chipping services.

This work results in a contract amount that exceeds \$200,000 and therefore requires the approval of the Board of Directors.

## BUDGET CONSIDERATION/FINANCIAL IMPACT

Funding for the programs is included in the Fiscal Year Ending 2025 Budget, Program 104.

Respectfully submitted,

Philip M. Fine  
Executive Officer/APCO

Prepared by: Geraldina Grunbaum and Patrick Wenzinger  
Reviewed by: John Marvin

## ATTACHMENTS:

1. Davey Tree Expert Company Draft Contract 2024.090

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

**CHIPPING SERVICES CONTRACT**

**CONTRACT NO. 2024.090**

1. PARTIES – The parties to this Contract (“Contract”) are the Bay Area Air Quality Management District (“DISTRICT”) whose address is 375 Beale Street, Suite 600, San Francisco, CA 94105, and **The Davey Tree Expert Company** (“CONTRACTOR”) whose address is P.O. Box 5317 Santa Rosa, CA 95402.
2. RECITALS
  - A. DISTRICT is the local agency with primary responsibility for regulating stationary source air pollution in the Bay Area Air Quality Management District in the State of California. DISTRICT is authorized to enter into this Contract under California Health and Safety Code Section 40701.
  - B. CONTRACTOR will provide chipping services for DISTRICT’s Agricultural Waste Chipping Program and Wildfire Prevention Chipping Program (“Programs”). The DISTRICT’s Board of Directors has authorized DISTRICT to spend up to \$400,000 for chipping services under the Programs.
  - C. All parties to this Contract have had the opportunity to have this Contract reviewed by their attorney.
3. AGREEMENT TO PROVIDE SERVICES
  - A. CONTRACTOR hereby agrees to provide to DISTRICT, as DISTRICT may from time to time designate, such chipping services as DISTRICT may order by Requests for Services as described in Attachment A, Description of Services all in accordance with and subject to the terms, covenants and conditions of this Contract. DISTRICT agrees to pay for these services ordered by DISTRICT in accordance with Attachment C, Chipping Services Cost Schedule.
  - B. All Requests for Services issued by DISTRICT to CONTRACTOR during the term of this Contract are subject to the provisions of this Contract as though fully set forth in each such request. In the event that the provisions of this Contract conflict with any request for services issued by DISTRICT to CONTRACTOR, the provisions of this Contract shall govern. No other terms and conditions, including, but not limited to, those contained in CONTRACTOR's standard printed terms and conditions, on CONTRACTOR's order acknowledgment, invoices or otherwise, shall have any application to or effect upon or be deemed to constitute an amendment to or to be incorporated into this Contract, any Request for Services, or any transactions occurring pursuant hereto or thereto, unless this Contract shall be specifically amended to adopt such other terms and conditions in writing by the parties.
  - C. Notwithstanding any other provision of this Contract to the contrary, DISTRICT shall have no obligation to order or purchase any chipping services hereunder and the placement of any Request for Services shall be in the sole discretion of DISTRICT. Without limiting the generality of the foregoing, the actual quantity of services to be purchased hereunder shall be determined by DISTRICT in its sole discretion and shall not exceed \$400,000. This

Contract is not exclusive. CONTRACTOR expressly acknowledges and agrees that DISTRICT may purchase at its sole discretion, services that are identical or similar to the services described in this Contract from any third party.

4. REQUESTS FOR SERVICES – Each Request for Services will specify the following items, as relevant: specific services requested, desired schedule for services, and location where services are to be performed (with contact person). Each Request for Services issued under this Contract shall be made part of, and be incorporated into this Contract, and shall reference this Contract number on the face of each Request for Services. Acceptance by CONTRACTOR is limited to the provisions of this Contract and the Request for Services. No additional or different provisions proposed by CONTRACTOR or DISTRICT shall apply. In addition, the parties agree that this Contract and accepted Requests for Services constitute a contract for services and satisfy all statutory and legal formalities of a contract.
5. TERM – The term of this Contract is from October 1, 2024 to September 30, 2026, unless further extended by amendment of this Contract in writing, or terminated earlier. CONTRACTOR shall not submit any invoice for services performed under this Contract until the Contract is fully executed.
6. PRICE AND PAYMENT – DISTRICT agrees to pay CONTRACTOR for the strict performance of work under Requests for Services pursuant to this Contract, as follows:
  - A. DISTRICT shall pay CONTRACTOR for services in accordance with the terms set forth in Attachment C, Chipping Services Cost Schedule.
  - B. DISTRICT agrees to pay CONTRACTOR in monthly payments for all work completed. Payments will be due and payable within thirty days of invoice.
  - C. CONTRACTOR shall submit monthly invoices by the 5<sup>th</sup> day of each month to DISTRICT for services performed. Each invoice shall specify the total cost of the services for which the invoice is submitted, and CONTRACTOR shall account for its time and all associated costs by completing Attachment D, Monthly Invoice Accounting spreadsheet, attached hereto, with the cost breakdowns to be submitted with each invoice.
7. TIME – Time is of the essence of this agreement. CONTRACTOR shall provide DISTRICT with a schedule for each Request for Services as detailed in Attachment A, and shall conform to that schedule, including any changes to that schedule agreed to between DISTRICT and CONTRACTOR or required by circumstances beyond CONTRACTOR’s control.
8. COMMUNICATIONS BETWEEN PARTIES – All communications required under this Contract, other than a termination notice pursuant to Section 19 below, shall be in writing sent by regular first class mail, or e-mail, to the attention of the contact listed below:

DISTRICT: Bay Area Air Quality Management District  
375 Beale Street, Suite 600  
San Francisco, CA 94105  
Attn: Chipping Program  
Email: [chipping@baaqmd.gov](mailto:chipping@baaqmd.gov)

CONTRACTOR: The Davey Tree Expert Company  
P.O. Box 5317  
Santa Rosa, CA 95402  
Attn: Patrick Mounce  
Email: [Patrick.mounce@davey.com](mailto:Patrick.mounce@davey.com)

9. INSURANCE

- A. CONTRACTOR shall maintain the following insurance:
- i) Workers' compensation and employers' liability insurance as required by California law or other applicable statutory requirements.
  - ii) Occurrence-based commercial general liability insurance or equivalent form with a limit of not less than one million dollars (\$1,000,000) each occurrence. Such insurance shall include DISTRICT as additional insureds for the work of CONTRACTOR performed pursuant to this Agreement and shall be primary with respect to any insurance maintained by DISTRICT.
  - iii) Business automobile liability insurance or equivalent form with a limit of not less than one million dollars (\$1,000,000) each accident. Such insurance shall include coverage for owned, hired, and non-owned vehicles.
- B. All insurance shall be placed with insurers reasonably acceptable to DISTRICT.
- C. Prior to commencement of work under this Contract, CONTRACTOR shall furnish properly-executed certificates of insurance for all required insurance. CONTRACTOR shall notify DISTRICT in writing thirty (30) days prior to cancellation of any required insurance policy. Any such modifications are subject to pre-approval by DISTRICT.
- D. If CONTRACTOR fails to maintain the required insurance coverage set forth above, DISTRICT reserves the right either to purchase such additional insurance and to deduct the cost thereof from any payments owed to CONTRACTOR or to terminate this Contract for breach.

10. INDEMNIFICATION

- A. CONTRACTOR shall indemnify and hold DISTRICT, its officers, employees and agents harmless from and against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Contract but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of CONTRACTOR, its officers, agents, employees.
- B. DISTRICT shall indemnify and hold CONTRACTOR, its officers, employees and agents harmless from and against any and all liability, loss, expense, including reasonable attorneys' fee, or claims for injury or damages arising out of the performance of this Contract but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of DISTRICT, its officers, agents, employees.

11. PERMITS, LICENSES AND REGULATIONS – Permits and licenses of a temporary nature necessary for the prosecution of the work under a Request for Services shall be obtained and paid for by CONTRACTOR and shall be chargeable to DISTRICT as set forth in Attachment C.

CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations

bearing on the performance of the work. If CONTRACTOR observes that any Request for Services is at variance with such laws, ordinances, rules and regulations, DISTRICT shall promptly be notified and, if necessary, an adjustment will be made to the Request for Services.

CONTRACTOR shall maintain in full force and effect during the performance of all work under this Contract all licenses required under California law for such work.

12. DIFFERING SITE CONDITIONS – CONTRACTOR shall promptly, and before the following conditions are disturbed, notify DISTRICT, in writing, of any:
- A. Material that CONTRACTOR believes may be material that is hazardous waste, or a toxic pollutant or other substance, the handling of which may subject CONTRACTOR to legal liability.
  - B. Known subsurface or latent physical conditions at the work site that may impede performance of services requested; or
  - C. Unknown physical conditions at the work site of any unusual nature, materially different from those ordinarily encountered and generally recognized as inherent to work of the character provided for in the Request for Services.

DISTRICT shall promptly investigate. If DISTRICT finds that the worksite conditions do materially differ, or involve hazardous waste or toxic pollutants, DISTRICT shall adjust the Request for Services.

13. LABOR AND MATERIALS

- A. CONTRACTOR shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, transportation, and other facilities and services necessary for proper execution and completion of the work. CONTRACTOR is responsible for routine maintenance costs for its equipment.
- B. CONTRACTOR shall enforce strict discipline and good order among CONTRACTOR's employees and other persons carrying out work under this Contract. CONTRACTOR shall not permit employment of persons not skilled in tasks assigned to them.

14. CLEAN WORK SITE – CONTRACTOR shall manage each work site to minimize hazards to traffic or the public from accumulation of waste materials caused by operations under this Contract. At completion of the work at each site, CONTRACTOR shall remove from and about the work site waste materials, rubbish, CONTRACTOR's tools, equipment, machinery, and surplus material.

15. WARRANTY – CONTRACTOR warrants to DISTRICT that all work under this Contract will be performed in a good and workmanlike manner and in conformance with the Contract and Requests for Services.

16. INSPECTION OF THE WORK – CONTRACTOR shall make the work accessible at all reasonable times for inspection by DISTRICT.

17. SUSPENSION OF WORK

- A. If CONTRACTOR fails to correct work that is not in accordance with the requirements of the Contract, or a Request for Services under the Contract, or persistently fails to carry out the work in accordance with the Contract, or a Request for Services under the Contract, DISTRICT may issue a written order to CONTRACTOR to stop the work or any portion thereof, until the cause for such order is eliminated; however, the right of DISTRICT to stop the work shall not give rise to a duty on the part of DISTRICT to exercise the right for the benefit of CONTRACTOR or any other person or entity.
- B. If CONTRACTOR defaults or persistently fails or neglects to carry out the work in accordance with the Contract, or a Request for Services under the Contract, or fails to perform a provision of the Contract or a Request for Services, DISTRICT, after 10 days' written notice to CONTRACTOR and without prejudice to any other remedy DISTRICT may have, may make good such deficiencies and may deduct the reasonable cost thereof from the payment then or thereafter due CONTRACTOR.

18. TERMINATION

- A. If DISTRICT fails for a period of 30 days to make a payment due under the Contract, CONTRACTOR may, upon seven additional days' written notice to DISTRICT, terminate the Contract and recover from DISTRICT payment for work executed and for proven loss with respect to materials, equipment, tools, and equipment and machinery, including reasonable overhead and profit on the work executed.
- B. DISTRICT reserves the right to terminate work under this Contract for its convenience upon notice in writing to CONTRACTOR. In such an event, CONTRACTOR shall be paid its actual costs for the portion of the work performed to the date of termination, and for all of CONTRACTOR's incurred costs of termination, plus reasonable overhead and profit on the work executed.

19. TERMINATION NOTICES – Any termination notice under this Contract shall be provided in the manner set forth herein, unless specified otherwise. Notice to a party shall be delivered to the attention of the person listed below, or to such other person or persons as may hereafter be designated by that party in writing. Notice shall be in writing sent by e-mail or regular first class mail. E-mail communications shall be deemed to have been received on the date of such transmission, provided such date was a business day and delivered prior to 4:00 p.m. Pacific Time. Otherwise, receipt of e-mail communications shall be deemed to have occurred on the following business day. In the case of regular mail notice, notice shall be deemed to have been delivered on the mailing date and received five (5) business days after the date of mailing.

DISTRICT: Bay Area Air Quality Management District  
375 Beale Street, Suite 600  
San Francisco, CA 94105  
Attn: Patrick Wenzinger  
Email: [PWenzinger@baaqmd.gov](mailto:PWenzinger@baaqmd.gov)

CONTRACTOR: The Davey Tree Expert Company  
P.O. Box 5317  
Santa Rosa, CA 95402  
Attn: Patrick Mounce

Email: [Patrick.mounce@davey.com](mailto:Patrick.mounce@davey.com)

20. DISPUTE RESOLUTION – Any controversy or claim arising out of or relating to this Contract or its alleged breach, which cannot be resolved by mutual agreement, shall be settled by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association in effect upon the date of a request for mediation. A party requesting mediation shall file the request in writing with the other party and with the American Arbitration Association or, upon mutual agreement of the parties, with some other mediator or association.
21. NON-DISCRIMINATION – In the performance of this Contract, CONTRACTOR shall not discriminate in its recruitment, hiring, promotion, demotion, and termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, age, marital status, sexual orientation, medical condition, or physical or mental disability and shall comply with the provisions of the California Fair Employment & Housing Act (Government Code Section 12900 et seq.), the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said Acts. CONTRACTOR shall also require each subcontractor performing work in connection with this Contract to comply with this section and shall include in each contract with such subcontractor provisions to accomplish the requirements of this section.
22. ASSIGNMENT – No party shall assign, sell, license, or otherwise transfer any rights or obligations under this Contract to a third party without the prior written consent of the other party, and any attempt to do so shall be void upon inception.
23. WAIVER – No waiver of a breach, of failure of any condition, or of any right or remedy contained in or granted by the provisions of this Contract shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies. Further, the failure of a party to enforce performance by the other party of any term, covenant, or condition of this Contract, and the failure of a party to exercise any rights or remedies hereunder, shall not be deemed a waiver or relinquishment by that party to enforce future performance of any such terms, covenants, or conditions, or to exercise any future rights or remedies.
24. ATTORNEYS' FEES – In the event any action is filed in connection with the enforcement or interpretation of this Contract, each party shall bear its own attorneys' fees and costs.
25. FORCE MAJEURE – Neither DISTRICT nor CONTRACTOR shall be liable for or deemed to be in default for any delay or failure in performance under this Contract or interruption of services resulting, directly or indirectly, from acts of God, enemy or hostile governmental action, civil commotion, epidemics, strikes, lockouts, labor disputes, fire or other casualty, judicial orders,

governmental controls, regulations or restrictions, inability to obtain labor or materials or reasonable substitutes for labor or materials necessary for performance of the services, or other causes, except financial, that are beyond the reasonable control of DISTRICT or CONTRACTOR, for a period of time equal to the period of such force majeure event, provided that the party failing to perform notifies the other party within fifteen calendar days of discovery of the force majeure event, and provided further that that party takes all reasonable action to mitigate the damages resulting from the failure to perform. Notwithstanding the above, if the cause of the force majeure event is due to party's own action or inaction, then such cause shall not excuse that party from performance under this Contract.

26. SEVERABILITY – If a court of competent jurisdiction holds any provision of this Contract 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 them will not be affected.
27. HEADINGS – Headings on the sections and paragraphs of this Contract are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Contract.
28. COUNTERPARTS/FACSIMILES/SCANS – This Contract may be executed and delivered in any number of counterparts, each of which, when executed and delivered, shall be deemed an original, and all of which together shall constitute the same contract. The parties may rely upon a facsimile copy or scanned copy of any party's signature as an original for all purposes.
29. GOVERNING LAW – Any dispute that arises under or relates to this Contract shall be governed by California law, excluding any laws that direct the application to another jurisdiction's laws. Venue for resolution of any dispute that arises under or relates to this Contract, including mediation, shall be San Francisco, California.
30. ENTIRE CONTRACT AND MODIFICATION – This Contract represents the final, complete, and exclusive statement of the agreement between the parties related to CONTRACTOR providing services to DISTRICT and supersedes all prior and contemporaneous understandings and agreements of the parties. No party has been induced to enter into this Contract by, nor is any party relying upon, any representation or warranty outside those expressly set forth herein. This Contract may only be amended by mutual agreement of the parties in writing and signed by both parties.
31. SURVIVAL OF TERMS – The provisions of sections 10 (Indemnification) shall survive the expiration or termination of this Contract.
32. AUDIT / INSPECTION OF RECORDS – Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of CONTRACTOR, and its subcontractors, related to the services provided hereunder, shall be subject to the examination and audit of the California State Auditor and other duly authorized agents of the State of California for a period of three (3) years after final payment under this Contract. CONTRACTOR hereby agrees to make such records available during normal business hours for inspection, audit, and

reproduction by any duly authorized agents of the State of California or DISTRICT. CONTRACTOR further agrees to allow interviews of any of its employees who might reasonably have information related to such records by any duly authorized agents of the State of California or DISTRICT. All examinations and audits conducted under this section shall be strictly confined to those matters connected with the performance of this Contract, including, but not limited to, the costs of administering this Contract.

IN WITNESS WHEREOF, the parties to this Contract have caused this Contract to be duly executed on their behalf by their authorized representatives.

BAY AREA AIR QUALITY  
MANAGEMENT DISTRICT

THE DAVEY TREE EXPERT COMPANY

By: \_\_\_\_\_  
Philip M. Fine  
Executive Officer/APCO

By: \_\_\_\_\_  
Patrick Mounce  
District Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
Alexander Crockett  
General Counsel

**Attachment A**  
**Description of Services**

CONTRACTOR shall provide chipping services for private property owners throughout the nine Bay Area counties of DISTRICT's jurisdiction (see <https://www.baaqmd.gov/about-air-quality/interactive-data-maps>) for two distinct DISTRICT chipping programs ("Programs"):

1. The **Agricultural Waste Chipping Program** assists property owners in disposing of agricultural waste materials from certain qualifying agricultural operations by providing free chipping services in lieu of open burning the material; and
2. The **Wildfire Prevention Chipping Program** assists property owners, engaged in lowering wildfire risk through fuel load reduction, by providing free chipping services in lieu of open burning the material.

CONTRACTOR shall be responsible for scheduling chipping services with property owners; performing chipping, tub-grinding, and grappling and hauling services; maintaining accurate records, and submitting monthly reports, as detailed below:

**1. Schedule Chipping Services**

- a. Property owners in the Bay Area will submit an application to DISTRICT to request chipping services under one of the two Programs. DISTRICT will review applications for eligibility and will send an approved Request for Services to CONTRACTOR via e-mail.<sup>1</sup> Within one (1) week of DISTRICT's Request for Services, CONTRACTOR will contact the property owner via e-mail or phone to schedule and coordinate chipping services and/or perform pre-assessments of projects based on a mutually agreed date and time between the property owner and CONTRACTOR.
- b. As part of the scheduling process, CONTRACTOR will confirm with property owners that the prepared piles adhere to the requirements set forth in Attachment B, Chipper Pile Guidelines.
- c. CONTRACTOR will communicate any constraints or limitations that would prevent CONTRACTOR from completing the Request for Services to DISTRICT by email to: [chipping@baaqmd.gov](mailto:chipping@baaqmd.gov) (Subject: Agricultural Waste Chipping Program Chipping Cancellation or Wildfire Prevention Chipping Program Chipping Cancellation) within twenty-four (24) hours of discovery.
- d. CONTRACTOR will use best efforts to group chipping services by geographic location to minimize unnecessary travel between jobs.
- e. Within twenty-four (24) hours of DISTRICT's request, CONTRACTOR shall e-mail an electronic copy of CONTRACTOR's upcoming chipping schedule to DISTRICT.

**2. Perform Chipping Services**

- a. CONTRACTOR will provide all tools, equipment, supplies, transportation, labor, and supervision necessary to perform the chipping services required to complete each Request for Service. CONTRACTOR will carry out chipping services in the most efficient manner possible.

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<sup>1</sup> DISTRICT's review will include determination if the property falls within a pest quarantine area as designated by the U.S. Department of Agriculture and/or the California Department of Food and Agriculture. If a property does fall within such an area, DISTRICT will (1) inform CONTRACTOR of this fact and (2) require property owner to pay for removal and disposal of resulting chipped material directly to CONTRACTOR. Page 9 of 16

- b. CONTRACTOR will ensure the property owner's prepared piles comply with the Chipper Pile Guidelines prior to providing chipping services. If CONTRACTOR determines a property owner has failed to comply with the Chipper Pile Guidelines, CONTRACTOR may leave the property and invoice DISTRICT accordingly for travel time costs, or a portion of travel time costs if the travel time for that outing is shared among multiple jobs.
- c. CONTRACTOR shall notify DISTRICT of the non-compliance within twenty-four (24) hours of discovery, and work directly with the property owner to reschedule the chipping services once the property owner is in compliance with the Chipper Pile Guidelines.
- d. CONTRACTOR will leave chipped material on the owner's property and off roadways and driveways; unless an alternative (such as off-hauling by CONTRACTOR for CONTRACTOR's use) is agreed to between the property owner and CONTRACTOR at no additional cost to DISTRICT. DISTRICT will not pay for movement of chipped material around the property owner's property.

**3. Perform Tub Grinding and Grappling Services**

CONTRACTOR may utilize auxiliary equipment, such as a tub grinder or grapple trucks, for projects determined to be infeasible for chipping services by DISTRICT but determined to be accessible by CONTRACTOR. CONTRACTOR shall utilize tub grinding services for such projects, if doing so will cost less overall versus either chipping or grappling and hauling. CONTRACTOR will leave tub-grinded material on the property owner's property. Grapple projects that include hauling services shall utilize additional haul truck(s) as necessary to minimize equipment and labor charges. CONTRACTOR shall provide written quotes for tub-grinding and grappling and hauling projects. DISTRICT must approve the quotes in writing prior to CONTRACTOR providing tub-grinding and grappling and hauling services under the Contract.

For tub-grinding services, CONTRACTOR shall provide a quote that includes the following:

- a. Total number of crew members to complete project;
- b. Total hours estimated to perform the tasks; and
- c. Estimate of the total amount of material to be processed in cubic yards (yd<sup>3</sup>).

For grappling and hauling projects, CONTRACTOR will provide a quote that includes the following:

- a. Total number of crew members to complete project;
- b. Total hours estimated to perform the tasks;
- c. Estimate of the total amount of material to be processed in cubic yards (yd<sup>3</sup>);
- d. Total number of crew members used for disposal; and
- e. Estimated cost for disposal.

**4. Maintain Records and Submit Monthly Reports:**

- a. CONTRACTOR will maintain accurate records of the quantities of materials chipped, by type, and will cooperate with DISTRICT in any audit or investigations of such records.
- b. CONTRACTOR will submit a monthly report to DISTRICT on chipping services performed under this Contract in the prior month that includes the following information about each job: address of property, approximate dimensions of chipper piles, amount of time spent in travelling to address, amount of time spent chipping the material, time spent traveling to next address or back to point of origin, and digital "before and after" photos of chipped piles. DISTRICT will provide CONTRACTOR with a report template to provide this information.

**5. CONTRACTOR Requirements:**

- a. CONTRACTOR shall perform all work in a thorough, safe and professional manner so that the Programs' participants are provided reliable, courteous and high-quality chipping services at all times;
- b. CONTRACTOR and its employees shall not solicit or accept any additional compensation or gratuity for services provided under this Contract;
- c. CONTRACTOR shall ensure that all employees conduct themselves in a courteous manner and promptly address any complaints of discourteous conduct;
- d. CONTRACTOR shall designate contacts to be available by e-mail or phone during regular business hours to respond to DISTRICT questions, complaints and problems and for the DISTRICT to inspect CONTRACTOR's operations;
- e. CONTRACTOR shall take appropriate action to remedy any complaint from Programs' participant or any violation of the contract within twenty-four (24) hours after notification by DISTRICT; and
- f. CONTRACTOR shall perform work in strict compliance with all applicable federal, state and local laws and regulations.

DRAFT



BAY AREA  
AIR QUALITY  
MANAGEMENT  
DISTRICT

Attachment B  
Chipper Pile Guidelines

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT  
AGRICULTURAL WASTE CHIPPING PROGRAM  
AND WILDFIRE PREVENTION CHIPPING PROGRAM**

## Chipper Pile Guidelines

Pile(s) must be prepared per these Chipper Pile Guidelines or they will not be chipped, and the chipping contractor is required to leave the material on your property. Applicants must submit a **photograph(s)** of their prepared pile(s) prior to approval to confirm it complies with these requirements. For questions about these Guidelines, please call (415) 749-4600.

### **Material allowed in your piles:**

- Freshly cut materials chip are preferred to old, dry material. Piles that have been in place for a long period of time (e.g., a year or more) may not be chipped by the contractor due to safety concerns.
- The chipper can process material up to a maximum of 8 inches in diameter.

### **Prohibited materials in qualifying chipper piles:**

- No root balls or stumps.
- No rocks, dirt or mud.
- No POISON OAK or wild berry vines.
- No weeds, Scotch or French Broom or gorse.
- No plastics, nails, wires or any metal pieces.
- No construction-type wood such as fence posts or 2x4s or treated lumber.
- No rakings or piles of needles, leaves or grass.

*(NOTE: In limited circumstances, piles containing prohibited materials may qualify for processing. Call the Air District for details at: (415) 749-4600.)*

### **Stacking your piles:**

- Do not make piles higher than 4 to 8 feet tall.
- Piles should be stacked loosely to give the contractor easy access to the pile.

### **Placement of piles:**

Piles must be easily accessible to heavy equipment and placed on owner's property, off roadways and driveways, so that crews can work SAFELY without need for additional personnel, signage or road closure permits.

- Do not place piles where they might block roadways or access.
- Do not put piles within 10 feet of electrical power poles. The chipper and truck must be able to turn around to exit the site.
- Place piles within 5 feet of chipper access, preferably on the uphill side of the road or driveway.

**Additional Guidelines:**

- Hour limitations (i.e., the amount of time the chipper contractor may spend at any one property) may apply.
- You are responsible for following environmental regulations concerning vegetation removal. Contact state, local or municipal agencies for information that may apply to your property. If you find a federally listed protected species on your property, you need to contact the U.S. Fish and Wildlife Service at: (916) 414-6600 for technical assistance.

**Agricultural Waste Chipping Program:**

Materials to be chipped must be agricultural waste from one of the following three commercial agricultural operations, which must be pursued as a “gainful operation” (as defined by BAAQMD Regulation 5, Section 204):

- Orchard Pruning and Attrition - Periodic prunings and attrition losses from fruit trees (apple, cherry, olive, peach, apricot, etc.), nut trees (almonds, walnut, etc.), vineyards, and cane fruits (raspberry, blackberry, boysenberry, etc.);
- Crop Replacement - Material generated for the purpose of establishing an agricultural crop in a location that formally contained another type of agricultural crop (e.g., replace an orchard with a vineyard, or replace one variety of a crop with another variety of the same), or on previously uncultivated land (e.g., the clearing of natural vegetation on previously uncultivated land to establish a vineyard or orchard); or,
- Range Management - Material generated for the purpose of range management and grazing, including when necessary to maintain and continue the grazing of animals.

**Wildfire Prevention Chipping Program:**

Materials to be chipped must meet the requirements of one of the following three operations:

- Hazardous Material – Material removed for the purpose of the prevention or reduction of a fire or explosion hazard, including but not limited to, natural vegetation or other native growth cleared away to create or maintain a firebreak around any building or structure on a property;
- Forest Management – Material removed for the purpose of removing forest debris and for forest management. For the purposes of the Program, the term “forest” is defined as an area where the dominant vegetation form is described as a broadleaf deciduous, broadleaf evergreen, conifer, or mixed broadleaf-conifer forest; or
- Wildland Vegetation Management – Material or vegetation removed to achieve a specific natural resource management objective(s).

**Attachment C**  
**Chipping Services Cost Schedule**

**Chipping Services:**

CONTRACTOR shall be paid \$130.00 per hour for each chipping crew member, for time and materials in providing chipping services. All port-to-port travel time shall be included in billable hours provided CONTRACTOR uses best efforts to minimize travel time by grouping jobs, and in those cases, CONTRACTOR shall divide the total port-to-port travel time proportionally among all jobs for that outing.

**Grappling and Hauling Services:**

CONTRACTOR shall be paid \$250.00 per hour for time and materials in providing grapple truck and crew to remove and haul piles not feasible for chipping services. All port-to-port travel time shall be included in billable hours at a rate of \$130.00 per hour per grapple crew member provided CONTRACTOR uses best efforts to minimize travel time by grouping jobs, and in those cases, CONTRACTOR shall divide the total port-to-port travel time proportionally among all jobs for that outing.

CONTRACTOR shall make its best effort to group grapple jobs bound for disposal to minimize the disposal travel time, and whenever possible employ only a driver thereby charging DISTRICT a rate of \$130.00 per hour for disposal time.

**Tub-Grinding Services:**

CONTRACTOR shall be paid \$36,000 per week for providing tub-grinding services and 3-person crew if these services will cost less overall than either chipping or grappling and hauling. This weekly rate shall include all services provided by CONTRACTOR to provide tub-grinding services, including port-to-port travel time.

**Disposal Costs:**

CONTRACTOR shall be paid for all required disposal costs pre-authorized by DISTRICT, not to exceed the actual charge of disposal, plus 10% for administrative billing costs.

**This Contract is not exclusive, and CONTRACTOR expressly acknowledges and agrees that DISTRICT may purchase at its sole discretion, services that are identical or similar to the services described in this Contract from any third party. The actual quantity of services to be purchased shall be determined by the DISTRICT in its sole discretion, and the total cost of the contract shall not exceed \$400,000.**

**Attachment D  
Monthly Invoice Accounting**

Month of Service

Project #	Customer/Business Name
00001	

Sub-Totals  
Monthly Total

Amount of Material Processed (Yd3)		
Chipping	Grapple	Tub Grinder

Sub-Totals  
Monthly Total

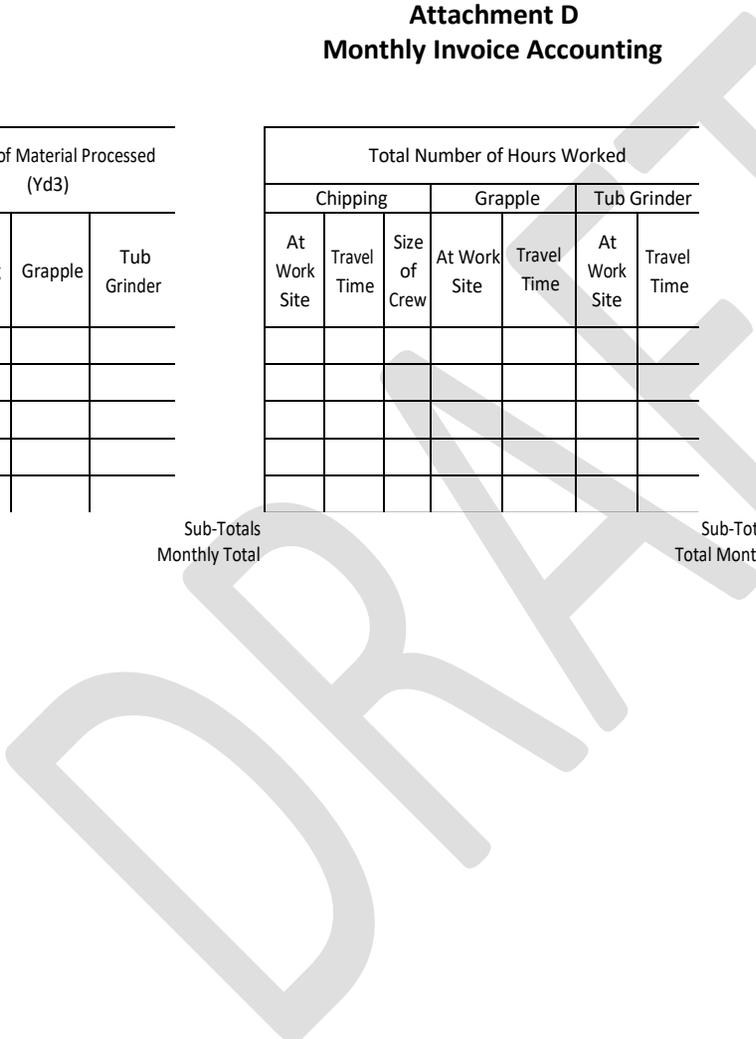
Total Number of Hours Worked							
Chipping			Grapple		Tub Grinder		
At Work Site	Travel Time	Size of Crew	At Work Site	Travel Time	At Work Site	Travel Time	

Sub-Totals (\$) Total Monthly (\$)

Work Processing Costs					
Chipping		Grapple		Tub Grinder	
Chipping Cost (\$)	Chipping Travel Cost (\$)	Grapple Cost (\$)	Grapple Travel Cost (\$)	Grapple Disposal Fee Cost (\$)	Tub Grinder Sub-contractor Bid Cost (\$)

Total Monthly (\$)

Total Project Cost (\$)



**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

Memorandum

To: Chairperson Davina Hurt and Members  
of the Board of Directors

From: Philip M. Fine  
Executive Officer/APCO

Date: September 4, 2024

Re: Authorization to Increase the Air District's Cumulative Executive Level Management  
Staff's Credit Card Limit

RECOMMENDED ACTION

Recommend the Board of Directors consider authorizing an increase to credit card limits for credit cards issued to five Deputy Executive Officers: (1) Finance and Administration, (2) Science and Policy, (3) Equity and Community Programs, (4) Public Affairs, (5) Engineering and Compliance, as well as the Chief Technology Officer, and Director of Meteorology and Measurements. This will increase the Air District's cumulative executive-level management staff credit card limit from \$80,000 to \$115,000.

BACKGROUND

None.

DISCUSSION

In 2005, the Board approved the issuance of credit cards, with various levels of credit limits, to executive-level management staff to be used for business purposes. Since 2005, the Board has considered additions and changes to the credit cards to correspond with the business needs of the Air District.

Business credit cards are used by Board-approved executive management staff for unforeseen emergency transactions, travel incidentals, subscriptions, catering services, licensing, and other miscellaneous purchases.

To enhance the operational efficiency of the Air District and to align with Procurement Policy Section 8(e)1, staff recommend increasing the credit card limits as proposed in the table below.

The table below compares the Air District’s current credit card limits to the proposed limits.

<b>CARDHOLDER</b>	<b>CURRENT CREDIT LIMIT</b>	<b>PROPOSED CREDIT LIMIT</b>
Executive Officer/Air Pollution Control Officer	\$15,000	No Change
General Counsel	\$10,000	No Change
DEO, Finance and Administration	\$5,000	\$10,000
DEO, Science & Policy	\$5,000	\$10,000
DEO, Equity & Community Programs	\$5,000	\$10,000
DEO, Public Affairs	\$5,000	\$10,000
DEO, Engineering & Compliance	\$5,000	\$10,000
Chief Technology Officer	\$5,000	\$10,000
Director, Meteorology & Measurements	\$5,000	\$10,000
Manager, Executive Operations	\$10,000	No Change
Director, Administrative Resources	\$10,000	No Change
<b>Total Credit Limit</b>	<b>\$80,000</b>	<b>\$115,000</b>

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Philip M. Fine  
Executive Officer/APCO

Prepared by: Maricela Martinez  
Reviewed by: Hyacinth Hinojosa

ATTACHMENTS:

None

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

Memorandum

To: Chairperson Davina Hurt and Members  
of the Board of Directors

From: Philip M. Fine  
Executive Officer/APCO

Date: September 4, 2024

Re: Authorization to Execute a Sponsorship Contract with the American Lung  
Association (ALA)

RECOMMENDED ACTION

Recommend the Board of Directors approve sponsorship of the American Lung Association (ALA) in an amount not to exceed \$60,000 to promote Air District programs, highlight the benefits of clean heating and provide health professional and medical expert resources for media requests during wildfire season.

BACKGROUND

ALA has extensive experience working with the Air District and has demonstrated broad understanding of the Air District's mission and messaging regarding the importance of air quality as it relates to public health. ALA will assist the Air District with promoting zero emission transportation options, highlight the benefits of clean heating and provide health professional and medical expert resources for media requests during wildfire season.

DISCUSSION

Through the sponsorship of ALA, the Air District will gain access to medical experts and resources that are invaluable during wildfire season. The Air District will continue to support an organization that gives outreach access to a key audience across the region.

Staff recommends the Board of Directors approve the sponsorship Contract No. 2024.135 with ALA in an amount not to exceed \$60,000.

BUDGET CONSIDERATION/FINANCIAL IMPACT

Funding for this contract is included in program budgets 303 and 306 from Fiscal Year Ending 2025.

Respectfully submitted,

Philip M. Fine  
Executive Officer/APCO

Prepared by: Kristina Chu  
Reviewed by: Kristine Roselius

ATTACHMENTS:

1. American Lung Association Draft Contract 2024.135

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

**SPONSORSHIP AGREEMENT**

**CONTRACT NO. 2024.135**

1. PARTIES - The parties to this Sponsorship Agreement (Agreement) are the Bay Area Air Quality Management District (DISTRICT), whose address is 375 Beale Street, Suite 600, San Francisco, CA, 94105; and **American Lung Association (ALA)**, whose address is 55 W. Wacker Dr., Suite 1150, Chicago, IL 60601.
2. RECITALS
  - A. DISTRICT is the regional agency with primary responsibility for regulating stationary source air pollution in the San Francisco Bay Area in the State of California. DISTRICT is authorized to enter into this Agreement under California Health and Safety Code Section 40701.
  - B. ALA is a nonprofit, tax-exempt organization whose mission is to promote clean air, improve lung health, and prevent lung disease through education, advocacy, and research.
  - C. DISTRICT seeks to enhance awareness of its commitment to achieving clean air to protect the public's health and the environment. As such, DISTRICT desires to sponsor ALA in its ongoing work to promote healthy clean air choices in the Bay Area, and also desires to acquire from ALA certain advertising and promotional benefits and assistance with as described herein, and ALA desires to provide such benefits and assistance to DISTRICT in exchange for DISTRICT sponsorship in accordance with the terms and provisions of this Agreement.
3. TERM - The term of this Agreement shall be from December 1, 2024 to November 30, 2025 (Term), unless terminated earlier as provided herewith.
4. TERMINATION - Either party may terminate this Agreement. In the event of such termination, ALA shall refund to DISTRICT any and all payments made by DISTRICT pursuant to this Agreement.
5. ADVERTISING AND PROMOTION - ALA will provide to DISTRICT the advertising and promotional benefits and assistance with DISTRICT's public outreach efforts as described in Attachment A hereto.
6. SPONSORSHIP PAYMENT SCHEDULE – In support of ALA's ongoing work to promote healthy clean air choices in the Bay Area, and in consideration for ALA providing to DISTRICT the advertising and promotional benefits and assistance as described in Attachment A, DISTRICT shall pay ALA a sponsorship payment in the amounts described in Attachment B hereto according to the payment schedule described in Attachment B hereto.

7. NON-EXCLUSIVITY - DISTRICT expressly acknowledges that ALA may have other sponsors whose advertising or brands are displayed in connection with ALA activities sponsored by DISTRICT. DISTRICT expressly agrees that it is not granted any exclusive rights that would in any manner limit the rights of ALA to seek other sponsors and to display advertising or brands of those sponsors, except as may be expressly set forth in Attachment A hereto. To the extent that any right of exclusivity has been granted, the express terms of that right are described in Attachment A hereto.
8. DELIVERY OF PROMOTIONAL MATERIALS - DISTRICT shall be responsible for delivering its promotional materials to ALA prior to the publication deadline for each ALA publication in which such materials will be published, as long as ALA has provided written notice of the publication deadline to DISTRICT.
9. PARTIES' TRADEMARKS - Each party shall be entitled, from time to time, to make reasonable use of the other party's name, trade name, trademarks and logos in connection with advertising or promotional materials; provided, however, that a party shall do so only with the prior written approval of the other party, which approval shall not be unreasonably withheld.
10. INDEMNIFICATION
  - A. ALA shall indemnify and hold harmless DISTRICT, and DISTRICT's officers, employees and agents, from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages, arising out of the performance of this Agreement; but only in proportion to and to the extent such liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of ALA or its officers, agents, or employees. This provision shall survive the expiration or termination of this Agreement.
11. INSURANCE
  - A. ALA shall maintain the following Insurance:
    - i) Workers' compensation and employers' liability insurance as required by California law or other applicable statutory requirements for any persons employed by ALA for the Event.
    - ii) Occurrence-based commercial general liability insurance or equivalent form with a limit of not less than one million dollars (\$1,000,000) each occurrence. Such insurance shall include DISTRICT and its officers, agents, and employees as additional insureds and shall be primary with respect to any insurance maintained by DISTRICT.
    - iii) Business automobile liability insurance or equivalent form with a limit of not less than one million dollars (\$1,000,000) each accident covering each automobile used by ALA. Such insurance shall include coverage for owned, hired, and non-owned vehicles.
  - B. Within thirty (30) days following execution of this Agreement, ALA shall furnish properly-executed certificates of insurance for all required insurance. ALA shall notify DISTRICT in writing fifteen (15) days prior to cancellation or modification of any required insurance policy. Any such modifications are subject to pre-approval by DISTRICT.

12. NOTICES - All notices that are required under this Agreement shall be provided in the manner set forth herein, unless specified otherwise. Notice to a party shall be delivered to the attention of the person listed below, or to such other person or persons as may hereafter be designated by that party in writing. Notice shall be in writing sent by e-mail, facsimile, or regular first class mail. In the case of e-mail and facsimile communications, valid notice shall be deemed to have been delivered upon sending, provided the sender obtained an electronic confirmation of delivery. E-mail and facsimile communications shall be deemed to have been received on the date of such transmission, provided such date was a business day and delivered prior to 4:00 p.m. Pacific Time. Otherwise, receipt of e-mail and facsimile communications shall be deemed to have occurred on the following business day. In the case of regular mail notice, notice shall be deemed to have been delivered on the mailing date and received five (5) business days after the date of mailing.

DISTRICT: Bay Area Air Quality Management District  
375 Beale Street, Suite 600  
San Francisco, CA 94105  
Attn: Kristina Chu

ALA: American Lung Association  
55 W. Wacker Dr., Suite 1150  
Chicago, IL 60601  
Attn: Elise Wallis

13. ADDITIONAL PROVISIONS - All attachment(s) to this Agreement are expressly incorporated herein by this reference and made a part hereof as though fully set forth.

14. RELATIONSHIP OF THE PARTIES - Nothing contained herein shall imply any partnership, joint venture or agency relationship between the parties and neither party shall have the power to obligate or bind the other in any manner whatsoever, except to the extent herein provided.

15. ASSIGNMENT - No party shall assign, sell, license, or otherwise transfer any rights or obligations under this Agreement to a third party without the prior written consent of the other party, and any attempt to do so shall be void upon inception.

16. WAIVER - No waiver of a breach, of failure of any condition, or of any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies. Further, the failure of a party to enforce performance by the other party of any term, covenant, or condition of this Agreement, and the failure of a party to exercise any rights or remedies hereunder, shall not be deemed a waiver or relinquishment by that party to enforce future performance of any such terms, covenants, or conditions, or to exercise any future rights or remedies.

17. FORCE MAJEURE - Neither DISTRICT nor ALA shall be liable for or deemed to be in default for any delay or failure in performance under this Agreement or interruption of services

resulting, directly or indirectly, from acts of God, enemy or hostile governmental action, civil commotion, strikes, lockouts, labor disputes, fire or other casualty, judicial orders, governmental controls, regulations or restrictions, inability to obtain labor or materials or reasonable substitutes for labor or materials necessary for performance of the services, or other causes, except financial, that are beyond the reasonable control of DISTRICT or ALA, for a period of time equal to the period of such force majeure event, provided that the party failing to perform notifies the other party within fifteen calendar days of discovery of the force majeure event, and provided further that that party takes all reasonable action to mitigate the damages resulting from the failure to perform. Notwithstanding the above, if the cause of the force majeure event is due to party's own action or inaction, then such cause shall not excuse that party from performance under this Agreement.

18. SEVERABILITY - If a court of competent jurisdiction holds any provision of this 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 them will not be affected.
19. HEADINGS - Headings on the sections and paragraphs of this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of, the provisions of this Agreement.
20. DUPLICATE EXECUTION - This Agreement may be executed in separate, duplicate counterparts. Each signed counterpart shall have the force and effect of an original, and all such counterparts together shall constitute one and the same instrument.
21. GOVERNING LAW - Any dispute that arises under or relates to this Agreement shall be governed by California law, excluding any laws that direct the application to another jurisdiction's laws. Venue for resolution of any dispute that arises under or relates to this Agreement, including mediation, shall be San Francisco, California.
22. ATTORNEYS' FEES - In the event any action is filed in connection with the enforcement or interpretation of this Contract, each party shall bear its own attorneys' fees and costs.
23. ENTIRE AGREEMENT AND MODIFICATION - This Agreement represents the final, complete, and exclusive statement of the agreement between the parties, and it supersedes all prior and contemporaneous understandings and agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying upon, any representation or warranty outside those expressly set forth herein. This Agreement may be amended only by mutual agreement of the parties in writing and signed by both parties.

IN WITNESS WHEREOF, the parties to this Agreement have caused this Agreement to be duly executed on their behalf by their authorized representatives.

BAY AREA AIR QUALITY  
MANAGEMENT DISTRICT

AMERICAN LUNG ASSOCIATION

By: \_\_\_\_\_  
Philip M. Fine  
Executive Officer/APCO

By: \_\_\_\_\_  
Deborah Brown  
Chief Mission Officer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
Alexander G. Crockett  
General Counsel

DRAFT

## ATTACHMENT A

### DISTRICT'S ADVERTISING AND PROMOTIONAL BENEFITS

In recognition of DISTRICT'S sponsorship of ALA ongoing work to support healthy clean air choices in the Bay Area, ALA will provide DISTRICT with the following advertising and promotional benefits and assistance with DISTRICT's public outreach efforts during the term of this agreement:

#### Promoting Zero Emission Transportation:

- ALA will promote benefits of Electric Vehicles (EVs) and DISTRICT EV programs, including DISTRICT's EV programs, Clean Cars for All Program (CCFA) and Charge!, through:
  - Two (2) e-mail messages to over 28,000 Bay Area constituents;
  - Four (4) social media postings (2 Spanish and 2 English); and
  - Two (2) stories on ALA California's Instagram account.
- ALA will highlight health benefits of EVs in media and other outreach utilizing Health Professionals for Clean Air and Climate Action through:
  - One (1) letter to the editor.
- ALA will promote the benefits of CCFA through;
  - Drafting One (1) article and providing two (2) sample social media posts for its members and local governments to use in newsletters, websites and social media.

#### Promoting Clean Heating:

- ALA will promote benefits of clean heating to Bay Area constituents highlighting information from DISTRICT's Clean HEET Program (<https://www.baaqmd.gov/funding-and-incentives/residents/clean-heet-program>) and Appliance Rule (<https://www.baaqmd.gov/rules-and-compliance/rule-development/building-appliances>) through:
  - One (1) e-mail message to over 28,000 Bay Area constituents;
  - Two (2) email reminder messages about the Clean HEET program; and
  - Four (4) social media posts on Facebook and Instagram (NextDoor and LinkedIn, if available).
- ALA will support efforts to reduce wood burning during smoke events and throughout the year through one (1) news release on wood burning and the benefits of clean heating.
- ALA will highlight health benefits of clean heating in media utilizing health professionals through one to two letters to the editor.

#### Providing Health Professionals and Medical Expert Resources:

- ALA will assist DISTRICT in securing medical experts in the air quality and lung health field for media requests/testimony or quotes upon DISTRICT request.

#### Wildfire Advocacy:

- ALA will support DISTRICT wildfire response with:
  - Ongoing social media support;
  - Virtual/in-person news conference support upon DISTRICT request;

- One (1) letter to the editor;
- One (1) Op-Ed; and
- One (1) news release on how to be prepared for wildfires and wildfire smoke.

**Community Outreach:**

- ALA will promote DISTRICT's Wildfire Air Quality Response Program through:
  - Building community connections through virtual town hall wildfire air quality series open to the public;
  - Sending Wildfire Safety post cards to Bay Area schools and medical clinics; and
  - DISTRICT recognition as a sponsor at the Drive for Clean Air Golf Classic.

DRAFT

**ATTACHMENT B**

**SPONSORSHIP FEE AND PAYMENT SCHEDULE**

DISTRICT shall pay ALA the amount of Sixty Thousand Dollars (\$60,000) to sponsor ALA's ongoing work to support healthy clean air choices in the Bay Area and for the advertising and promotional benefits set forth in Attachment A. Payment shall be made upon execution of this Agreement and submission of an invoice.

**Total cost of Agreement not to exceed \$60,000.**

DRAFT

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

Memorandum

To: Chairperson Davina Hurt and Members  
of the Board of Directors

From: Philip M. Fine  
Executive Officer/APCO

Date: September 4, 2024

Re: Authorization to Execute New Lease for Compliance and Enforcement Field Office  
Space in Concord

RECOMMENDED ACTION

Recommend the Board of Directors authorize the Executive Officer/Air Pollution Control Officer (APCO) to execute a new lease agreement between the Air District and B9 Sequoia Concord Owner LP, a Delaware limited partnership, for a five-year period effective September 1, 2024 through September 30, 2029. This would result in a total estimated cost of \$273,254.20 between Fiscal Year Ending (FYE) 2025 and FYE 2030.

BACKGROUND

The Air District ensures companies comply with air quality rules and regulations by offering education, guidance, and technical assistance. As part of this critical work, Air District inspection staff are assigned throughout the 9 Bay Area counties and responsible for verifying that companies are complying with regulations, investigating air quality complaints and incidents. The Air District field office that is being leased at 1900 Bates Avenue, Concord, CA is equipped with all supplies and instrumentation required by inspection staff, ensures staff are in close proximity, and allows for prompt response to community complaints and major facilities (specifically Martinez Refinery, Marathon Refinery and Valero Refinery). The Air District has occupied this office space since 2013.

DISCUSSION

The existing lease agreement with B9 Sequoia Concord Owner LP will expire on August 31, 2024. A new five-year lease agreement is requested, effective September 1, 2024, through September 30, 2029 (Attachment 1 – Lease Agreement). The lease payment over that five-year time is a total estimated cost of \$273,254.20. Table 1 below summarizes the estimated monthly and annual cost for each year of the lease.

Table 1: Monthly and Annual Rental Costs September 1, 2024 through September 30, 2029

Lease Period	Monthly Rent	Est. Taxes	Monthly Monthly Water & Trash Charge	Total Annual Cost
9/1/24 to 8/31/25	\$3,740.00	\$320.00	\$100.00	\$49,920.00
9/1/25 to 8/31/26	\$3,889.60	\$320.00	\$100.00	\$51,715.20
9/1/26 to 8/31/27	\$4,045.20	\$320.00	\$100.00	\$53,582.40
9/1/27 to 8/31/28	\$4,207.00	\$320.00	\$100.00	\$55,524.00
9/1/28 to 8/31/29	\$4,375.20	\$320.00	\$100.00	\$57,542.40
9/1/29 to 9/30/29	\$4,550.20	\$320.00	\$100.00	\$4,970.20

BUDGET CONSIDERATION/FINANCIAL IMPACT

The rental costs for FYE 2025 are included in the FYE 2025 budgets for Program Codes 401 (Enforcement), 402 (Compliance Asst & Operations) and 403 (Compliance Assurance). Rental costs for the four future years of the lease will continue to be included in future proposed budgets for these program codes.

Respectfully submitted,

Philip M. Fine  
Executive Officer/APCO

Prepared by: Jeff Gove  
Reviewed by: Meredith Bauer

ATTACHMENTS:

1. Draft Bay Area Air Quality Management District Lease

BUSINESS PARK – SHORT FORM – MODIFIED GROSS

LEASE

THIS LEASE (“Lease”) is entered into as of \_\_\_\_\_, by and between B9 Sequoia Concord Owner LP, a Delaware limited partnership (“Landlord”), and Bay Area Air Quality Management District, a California special district (“Tenant”).

IN CONSIDERATION of the mutual covenants below, and intending to be legally bound, Landlord and Tenant agree as follows:

A. Key Lease Terms.

- (a) “Broker”: CBRE.
- (b) “Building”: Concord Industrial Park - 1900 Bates Avenue, Concord, CA 94520.
- (c) “Commencement Date”: September 01, 2024
- (d) “Expiration Date”: September 30, 2029
- (e) “Gross Rent”:

<u>TIME PERIOD</u>	<u>MONTHLY INSTALLMENT</u>
09/01/2024 to 08/31/2025	\$3,740.00***
09/01/2025 to 08/31/2026	\$3,889.60
09/01/2026 to 08/31/2027	\$4,045.20
09/01/2027 to 08/31/2028	\$4,207.00
09/01/2028 to 08/31/2029	\$4,375.20
09/01/2029 to 09/30/2029	\$4,550.20

\*\*\*Tenant’s obligation to pay Monthly Installment of Gross Rent shall be conditionally abated during the period from 09/01/2024, through 09/30/2024 (the “Monthly Installment of Gross Rent Abatement Period”). Such abatement shall apply to Monthly Installment of Gross Rent only and shall not apply to any other sums payable under this Lease. The abatement of Monthly Installment of Gross Rent described above is expressly conditioned on Tenant’s performance of its obligations under this Lease throughout the Term. If Tenant defaults (beyond any applicable notice and cure or grace period) under this Lease, then Tenant shall immediately, on demand, pay to Landlord, in addition to all other amounts and damages to which Landlord is entitled, the amount of Monthly Installment of Gross Rent which would otherwise have been due and payable during the Monthly Installment of Gross Rent Abatement Period.

(f) “Estimated Taxes” means \$3,840.00 per annum, payable in monthly installments of 1/12 of this amount, as updated from time to time pursuant to the terms of this Lease.

(g) “Tenant’s Share” means 0.81% of the Project, based on the rentable square feet of the Premises relative to the rentable square feet of the buildings within the Project, which Landlord acting reasonably may update from time to time based on physical changes or to correct any error.

(h) “Water and Trash Charge”: \$100.00.

(i) “Term”: The period commencing on the Commencement Date, and ending at 11:59 p.m. on the Expiration Date.

(j) “Notice Addresses”:

Tenant’s Notice Address:  
Bay Area Air Quality Management District  
375 Beale St., Suite 600  
San Francisco, CA 94105  
Attn: Joanne Liang

Landlord’s Notice Address:  
B9 Sequoia Concord Owner LP  
c/o Link Logistics Real Estate Management LLC  
277 Park Avenue, 46<sup>th</sup> Floor  
New York, New York 10172  
Attention: General Counsel

Tenant’s billing contact:  
Bay Area Air Quality Management District  
Attn: Joanne Liang  
Phone: (415) 749-4953

and  
B9 Sequoia Concord Owner LP

Email: ap@baaqmd.gov

c/o Link Logistics Real Estate Management LLC  
602 West Office Center Drive, Suite 200  
Fort Washington, Pennsylvania 19034  
Attention: Lease Administration  
Email: [leaseadministration@linklogistics.com](mailto:leaseadministration@linklogistics.com)

(k) “Permitted Use”: General office, storage, and laboratory use for air quality testing.

(l) “Premises”: The space presently known as Suite 1900G in the Building, which is deemed to contain 2,000 rentable square feet, as shown on Exhibit A attached hereto.

(m) “Project”: Consisting of the Premises, the common areas, the Building, the parcel(s) of land owned by Landlord on which the Building is located (including any parcel(s) owned by Landlord encompassed by the business park), and any other improvements on or appurtenances to the land. If the Building is part of a business park at the Project, Landlord may, at its option, treat the entire business park, or any portion thereof, as a single unified project for purposes of determining and allocating Tenant’s Share of any expenses and/or charges that relate to the business park.

(n) “Security Deposit”: \$9,740.40.

(o) “Tenant’s NAICS Code”: 541620.

B. Landlord Work. Landlord shall have no obligations whatsoever to improve or pay to improve the Premises for Tenant’s use or occupancy, except that prior to the Commencement Date, Landlord, at its sole cost and expense, using Building standard materials, shall (i) install new carpeting in the office portion of the Premises, and (ii) repaint the office portion of the Premises.

C. Terms and Conditions. This Lease incorporates the Terms and Conditions, and all exhibits attached hereto, as if set forth in full in the body of this Lease. Capitalized terms used but not defined in the Terms and Conditions have the respective meanings given to them above.

IN WITNESS WHEREOF, the parties hereto have executed this Lease under seal as of the day and year first-above stated.

LANDLORD:  
B9 Sequoia Concord Owner LP, a Delaware limited partnership

TENANT:  
Bay Area Air Quality Management District, a California special district

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Company Title: Authorized Signatory

Company Title: \_\_\_\_\_

## TERMS AND CONDITIONS TO LEASE

1. Premises. Landlord leases to Tenant, and Tenant leases from Landlord, the Premises for the Term upon the terms and subject to the conditions of this Lease. Tenant accepts the Premises in their "AS IS," "WHERE IS" condition without any representation of any kind from Landlord. Tenant acknowledges that Tenant has been and is in occupancy of the Premises pursuant to that certain Industrial Lease Agreement dated September 30, 2013, between Landlord (as successor-in-interest to PS Business Parks, L.P., a California limited partnership) and Tenant (as successor-in-interest to Bay Area Air Quality Management District, a California special district) (as amended, the "Existing Lease"). Notwithstanding anything contained in the Existing Lease to the contrary, the Existing Lease shall expire immediately prior to the Commencement Date (the "Existing Lease Expiration Date"), and Tenant and Landlord shall have no rights or obligations under the Existing Lease from and after the Existing Lease Expiration Date except for the obligations of Landlord and Tenant which expressly survive the expiration or earlier termination of the Existing Lease and as otherwise set forth herein. Landlord hereby agrees that Tenant may postpone any removal and restoration requirements Tenant may have under the Existing Lease with respect to the Premises until the expiration or earlier termination of this Lease, provided that the foregoing shall in no way waive Landlord's rights to enforce such removal and restoration obligations upon the expiration or earlier termination of this Lease pursuant to Sections 13 and 16(a) of this Lease.

2. Term. The term of this Lease ("Term") commences on the Commencement Date and expires on the Expiration Date, unless earlier terminated by the terms of this Lease. The terms and conditions of this Lease are binding on the parties upon full execution and delivery of this Lease.

3. Rent; Security Deposit; Late Fee.

(a) Tenant must pay to Landlord during the Term, without notice, demand, setoff, deduction, or counterclaim, the Rent as provided in this Lease. The Monthly Installment of Gross Rent and Estimated Taxes is payable to Landlord in advance on or before the first day of each month of the Term, and all other Rent is due and payable to Landlord within 10 days of Landlord's request. "Rent" means Gross Rent and Estimated Taxes together with all other amounts due under this Lease, which shall include any sales, use, or other tax now or hereafter imposed upon the Rent that may be collected by Landlord at its option.

(b) All Rent payments must be sent by electronic funds transfer ("EFT") of immediately available funds to an account designated by Landlord, as further indicated on Exhibit B attached hereto, which includes instructions for all payments by Tenant to Landlord and may be updated from time to time by written notice delivered by Landlord to Tenant. Upon Tenant's execution and delivery of this Lease, Tenant shall complete the Authorization for EFT provided to Tenant and other future authorizations as may be required for EFT payment. Failure by Tenant to enroll in EFT, or revocation of EFT authorization, shall result in an administrative charge to Tenant of \$50 per month that shall continue for the Term at Landlord's sole discretion. Tenant's payment obligations under this Lease are absolute and unconditional and independent covenants from Landlord's covenants under this Lease.

(c) Together with Tenant's delivery of a signed copy of this Lease, Tenant must pay to Landlord: (i) the monthly Rent for the first full calendar month of the Term; and (ii) the Security Deposit. If Tenant is currently in possession of (1) the Premises under a previously executed lease agreement with Landlord, or (2) a separate

premises under a previously executed lease agreement with Landlord (or an affiliate of Landlord) and Tenant is relocating to the Premises pursuant to this Lease, then any security deposit made by Tenant and currently held by Landlord for the Premises (or such separate premises) shall be applied to the Security Deposit to be deposited under this Lease prior to the Commencement Date, less any amount used, applied or retained by Landlord pursuant to such previously executed lease agreement. If the existing security deposit referenced in the preceding sentence is less than the Security Deposit required to be made by Tenant under this Lease, then Tenant shall deposit with Landlord the difference on or before the Commencement Date. No interest will be paid to Tenant on the Security Deposit, and Landlord may commingle the Security Deposit with other funds of Landlord. Landlord may use the whole or any part of the Security Deposit to cure an Event of Default. If any portion of the Security Deposit is used, applied, or retained by Landlord, Tenant must, within 10 days after written demand therefor, deposit cash with Landlord in an amount sufficient to restore the Security Deposit to its original amount, and if Tenant fails to do so an Event of Default will be deemed to have occurred. Landlord will return the balance of the Security Deposit to Tenant within a reasonable time after the later of the Expiration Date, Tenant's surrender of possession of the Premises to Landlord in the condition required under this Lease, and Tenant's payment of all outstanding Rent.

(d) If Landlord does not receive the full payment of any Rent when due, Tenant must pay to Landlord a late fee in the amount of 10% of such overdue amount and interest on the late fee and unpaid Rent from the date such amount was due until paid in full at the Applicable Interest Rate, which is interest, charged and compounded daily, at the rate of the lesser of (i) 0.0005% per day or (ii) the maximum rate permitted by Laws (as defined below). If any Rent payment fails due to insufficient funds, Landlord may assess a fee to Tenant as additional Rent, which fee is equal to, at Landlord's sole discretion, \$20.00 or the maximum amount allowed by law, per failed payment.

(e) Tenant must pay to Landlord on a monthly basis the Estimated Taxes as set forth above. Landlord can update the Estimated Taxes amount by delivery of notice (an "Estimated Taxes Notice") to Tenant. Landlord will no less frequently than annually make an accounting of actual Taxes (defined below) for the most recent calendar year and provide Tenant with a statement of Tenant's Share of such actual Taxes (a "Reconciliation Statement"). If actual Taxes were greater than Estimated Taxes collected from Tenant during the applicable period, Tenant will pay to Landlord the difference within 30 days of delivery of the Reconciliation Statement, and if the actual Taxes were less than Estimated Taxes collected from Tenant during the applicable period, Landlord will credit Tenant's account or, if the Term has expired, reimburse Tenant for the difference. Landlord will provide upon written request documentation reasonably substantiating any Reconciliation Statement, and Tenant cannot object to a Reconciliation Statement more than 90 days after it is delivered. Landlord's and Tenant's obligations in this subsection to pay a difference between actual Taxes and Estimated Taxes will survive the Expiration Date. "Taxes" means all taxes, assessments, supplementary taxes, possessory interest taxes, levies, fees, exactions and other governmental charges, together with any interest, charges, and fees in connection therewith, which are assessed, levied, charged, conferred or imposed by any public authority upon the Premises or the Building, or any other improvements, fixtures, equipment or other property located at or on the Premises or the Building or the portion of the Project allocable to the Building, any excise, use, margin, transaction, sales or privilege taxes, assessments, levies or charges and other taxes

assessed or imposed upon the rents payable to Landlord under this Lease not otherwise charged to Tenant as Rent (excluding net income taxes imposed on Landlord unless such net income taxes are in substitution for any Taxes payable hereunder), including but not limited to, gross receipts taxes, assessments for special improvement districts and building improvement districts, governmental charges, fees and assessments for police, fire, traffic mitigation or other governmental service of purported benefit to the Premises or Building, taxes and assessments levied in substitution or supplementation in whole or in part of any such taxes and assessments and the share of the Premises and Building of any real estate taxes and assessments under any reciprocal easement agreement, common area agreement or similar agreement as to the Premises or the Building.

4. Utilities; Services. Tenant shall timely pay the cost (including related taxes and charges) of all utility services (including without limitation gas, propane, diesel, electricity, telecommunications and data) used on or provided to the Premises and any Maintenance (as defined below) charges for utilities. Tenant shall obtain utility services for the Premises in Tenant's own name and timely pay for the costs therefor directly to the respective utility provider, except to the extent Landlord elects to obtain any such utility service in Landlord's own name and charge to Tenant directly. Notwithstanding the foregoing, Landlord shall pay the cost of all water, sewer, waste, and routine trash removal supplied to the Premises, and Tenant shall remit to Landlord the Water and Trash Charge with Tenant's monthly payment of Rent. Landlord reserves the right to (i) update the Water and Trash Charge upon reasonable notice to Tenant, provided, however, the Water and Trash Charge shall not increase by more than 10% per calendar year; and (ii) install sub-meter(s) and bill Tenant in accordance with Tenant's actual usage, as further detailed herein. Notwithstanding the foregoing, Tenant may select its own telecommunications or data service and will pay the cost therefor, and Landlord will not be responsible for providing any such service connections therefor. Landlord can procure utility services for multiple tenants and charge to them based on Landlord's reasonable estimates of usage or square footage leased. Landlord may elect to install one or more sub-meters for one or more premises (which, if installed at the Premises, shall be at Tenant's expense) in which event Landlord will bill each tenant whose premises is sub-metered according to that tenant's actual usage. Any such charges paid by Landlord and assessed against Tenant shall be additional Rent. Landlord shall not be responsible or liable for any interruption in utilities or services, or for any injury to property caused thereby, nor shall such interruption affect the continuation or validity of this Lease, constitute an eviction, give rise to an abatement or relieve Tenant from full performance of Tenant's obligations under this Lease. Upon written request no more often than once a quarter, Tenant shall provide to Landlord reasonable utility consumption data and other related information (or, at Landlord's option, execute and deliver to Landlord an instrument enabling Landlord to obtain the same from the applicable provider). Tenant shall cooperate with Landlord to conduct ASHRAE energy audits of the Building and Project.

5. Use; Signs.

(a) Tenant may use the Premises for the Permitted Use and for no other purpose. Subject to the Rules and Regulations set forth in Exhibit C, attached hereto, Tenant has the nonexclusive right in common with others to use the common areas of the Building for their intended purposes. Tenant's use of the Premises is subject to all applicable Laws and the Rules and Regulations. "Laws" means federal, state, county, and local governmental and municipal laws, statutes, ordinances, rules, regulations, codes, decrees, orders, and other such requirements, and decisions by courts in cases where such decisions are considered binding precedents in the state or commonwealth in which the Premises are located, and decisions of federal courts applying the laws thereof including without limitation

Title III of the Americans with Disabilities Act of 1990, 42 U.S.C. §12181 et seq. as now in effect or hereafter amended and all rules and regulations issued thereunder. All permitting for Tenant's vendors, including but not limited to cabling, security, and furniture is at Tenant's sole cost and expense. Tenant may not place any signs at the Premises that are visible from outside of the Premises unless permitted by Landlord in writing in its sole and absolute discretion.

(b) Tenant represents that if Tenant's use of the Premises is deemed to be 'a place of public accommodation' under the ADA, then, without limiting the provisions of this Section, Tenant, at its sole expense, shall comply with Title III of the ADA and the regulations promulgated thereunder concerning the design of any alterations of the Premises and the use and occupancy of the Premises including, without limitation, (i) provision for full and equal enjoyment of the goods, services, facilities, privileges, advantages or accommodations of the Premises as contemplated by and to the extent required under the ADA, and (ii) compliance related to the design, layout, renovation, alteration or improvement of the Premises made or requested by Tenant at any time with or without Landlord's consent.

6. Transfer. Tenant may not (nor may its legal representative or successors in interest by operation of law or otherwise) assign, transfer, mortgage, or sublet the Premises ("Transfer"), without Landlord's prior written consent, which consent Landlord may grant or deny in its sole and absolute discretion. Whether or not approval is granted, Tenant shall pay to Landlord a processing fee of not less than \$250 for each Transfer request, as well as any costs set forth in the General Provisions section below (subject to the limitations set forth in Section 23(h) below). Any Transfer without Landlord's prior written consent constitutes an Event of Default and, at Landlord's option, is void and/or terminates this Lease. A Transfer includes any assignment by operation of law, and any merger, consolidation, or asset sale involving Tenant, any direct or indirect transfer of control of Tenant, and any transfer of a majority of the ownership interests in Tenant.

7. Maintenance.

(a) Landlord must make all necessary repairs at its expense to: (i) the footings and foundations and the structural elements of the Building; (ii) the roof of the Building; (iii) the plumbing, elevators (if any), fire protection and fire alert systems within the Building; (iv) the Building exterior; and (v) the common areas. Any repairs to the Building made necessary by the negligent or willful act or omission of Tenant or Tenant's affiliates' employees, agents, customers, visitors, representatives, invitees, guest, licensees, contractors, subcontractors, assignees or subtenants (each a "Tenant Party") will be made at Tenant's expense, subject to the waivers set forth in Section 8(c).

(b) Tenant must Maintain the Premises in good order and condition at its expense (including without limitation the water heaters serving exclusively the Premises, appliances, electric, security systems, and furniture). As used in this Lease, "Maintain" includes without limitation regularly maintaining and promptly making all repairs and any reasonably necessary replacements necessary to keep and maintain such in good order and condition. In the event of an emergency, Landlord has the right to make repairs for which Tenant is responsible hereunder (at Tenant's cost) without giving Tenant prior notice, but in such case Landlord will provide notice to Tenant as soon as practicable thereafter, and take commercially reasonable steps to minimize the costs incurred. Further, Landlord has the right to make repairs for which Tenant is responsible hereunder (at Tenant's cost) with prior notice to Tenant if Landlord believes in its sole and absolute discretion that the repairs are necessary to prevent harm or damage to the Building, and Landlord will take commercially reasonable steps to minimize the costs incurred. Notwithstanding the foregoing, Landlord shall Maintain the HVAC, except any

supplemental HVAC serving exclusively the Premises (e.g., for a data center and/or server room) (the “Supplemental HVAC”) (including replacement subject to Section 7(c) and charge Tenant the cost thereof including a sum for overhead to Landlord equal to 10% of the costs of such Maintenance. Tenant (1) may, upon notice to Landlord, directly enter into any Maintenance/service contract for or perform the Maintenance to the HVAC servicing exclusively the Premises, and (2) shall directly enter into any Maintenance/service contract for or perform the Maintenance to the Supplemental HVAC. If Tenant fails, in the reasonable judgment of Landlord, to Maintain the Supplemental HVAC to Landlord’s reasonable satisfaction, which failure continues for 10 days following delivery of notice by Landlord to Tenant describing such failure, or in the case of an emergency, immediately without prior notice, Landlord shall have the right to enter the Premises and perform such Maintenance of the Supplemental HVAC at Tenant’s sole cost and expense (including a sum for overhead to Landlord equal to 10% of the costs of maintenance, repairs or refurbishing). Tenant shall maintain written records of Maintenance of the Supplemental HVAC and deliver copies thereof to Landlord upon request.

(c) Subject to Tenant’s indemnification of Landlord as set forth in Section 10 below, and without relieving Tenant of liability resulting from Tenant’s failure to exercise and perform good Maintenance practices, if an item described in Section 7(b) cannot be repaired other than at a cost which is in excess of 50% of the cost of replacing such item, then such item shall be replaced by Landlord, and the cost hereof shall be prorated between the parties, and Tenant shall only be obligated to pay, each month during the remainder of the Term of this Lease or any extension thereof, on the date on which Rent is due, an amount equal to the product of multiplying the cost of such replacement by a fraction, the numerator of which is one, and the denominator of which is 144 (i.e., 1/144th of the cost per month). Tenant shall pay interest at the Applicable Interest Rate on the unamortized balance but may prepay its obligation at any time.

#### 8. Insurance.

(a) Tenant, at Tenant’s expense, shall obtain and keep in full force and effect at all times as of the Commencement Date (or Tenant’s earlier accessing of the Premises) and throughout the Term, all of the following insurance policies:

(i) commercial general liability insurance covering claims of bodily injury, personal injury and property damage arising out of Tenant’s operations and contractual liabilities, including coverage formerly known as broad form, on an occurrence basis, with primary limits of at least \$1,000,000 each occurrence and \$2,000,000 annual aggregate.

(ii) if Tenant uses owned or hired automobiles in its business that are not otherwise insured, business automobile liability insurance having a combined single limit of not less than \$1,000,000 per occurrence including property damage covering such automobiles.

(iii) workers’ compensation insurance having limits not less than those required by applicable state and federal statute, and covering all persons employed or contracted by Tenant, including volunteers, in the conduct of its operations on the Premises, together with employer’s liability insurance coverage in the amount of at least \$1,000,000. (It being understood that if Tenant is not required under applicable state or federal law to maintain worker’s compensation insurance, Tenant shall not be obligated under this Lease to maintain such insurance.)

(iv) “All risk” or “special cause of loss form” property insurance including coverage for vandalism, malicious mischief,

sprinkler leakage and, if applicable, boiler and machinery comprehensive form, on a replacement cost basis, insuring (a) all Tenant’s Property (as defined below), and (b) all Alterations (as defined below) made by Tenant or a Tenant Party, in each case, in an amount equal to the then applicable full replacement cost thereof. In the event property of Tenant’s invitees or customers are kept in the Premises or Project, Tenant shall maintain warehouse’s legal liability or bailee customers insurance for the full value of the property of such invitees or customers as determined by the warehouse contract between Tenant and its customer. “Tenant’s Property” means all fixtures, furniture, equipment (including any racking and/or telecommunications, data and/or security equipment), merchandise, inventory, and all other personal property and other contents contained within the Premises whether installed in, or brought upon, the Premises by Tenant or a Tenant Party prior to, during or after the Term of this Lease.

(v) business interruption insurance (loss of income and extra expense insurance) in amounts as will reimburse Tenant for direct or indirect loss of earnings for a period of not less than 12 months, attributable to all perils included in the “all risk” or “special cause of loss form” property insurance policy required above or attributable to prevention of access to the Premises as a result of such perils. In the event of a casualty, condemnation or other damage to the Premises that does not result in Landlord choosing to terminate this Lease, Tenant acknowledges and agrees that Tenant’s obligation to pay Rent will remain unaffected by such event, and Tenant will rely on its business loss interruption insurance or other sources to continue to pay Rent as required hereunder.

(b) Tenant’s insurance company shall be authorized to do business in the state in which the Premises is located and be rated at least “A VIII” (or higher if required by a Mortgagee, as defined below) as determined by A.M. Best Company. Tenant shall deliver to Landlord certificates of insurance for all insurance required to be maintained by Tenant in the form of ACORD 28 and ACORD 25-S (or in a form acceptable to Landlord in its reasonable discretion), on or before the Commencement Date or any earlier date on which Tenant or any Tenant Party accesses the Premises and, at least 10 days prior to the expiration of any required coverage. Landlord, Landlord’s Mortgagee, if any, and any other party designated by Landlord, as their interests may appear, shall be named as additional insureds (“Additional Insureds”) under Insurance Services Office endorsement CG 20 10 04 13 or equivalent under all of the policies required in this subsection, which (a) endorsement shall be included with Tenant’s certificates of insurance, and (b) policies shall provide for severability of interest and shall be primary as respects the Additional Insureds, and any insurance maintained by the Additional Insureds shall be excess and non-contributing. The limits and types of insurance maintained by Tenant shall not limit Tenant’s liability under this Lease. Tenant shall notify Landlord within 24 hours after the occurrence of any accidents or incidents in the Premises or the Project which could give rise to a claim under any of the insurance policies required under this subsection. Tenant shall not be permitted to satisfy any of its insurance obligations set forth in this Lease with deductible amounts, or through any self-insurance or self-insured retention, in excess of \$25,000.00, without Landlord’s consent, subject to such additional conditions as Landlord may impose, in Landlord’s sole discretion.

(c) Each party waives, and shall cause its insurance carrier to waive, any right of recovery against the other for any loss of or damage to property which loss or damage is (or, if the insurance required hereunder had been carried, would have been) covered under the terms of any policy of property insurance, or other insurance policy required to be maintained under this Lease, to the extent such releases or waivers are permitted under applicable law; provided,

however, such waiver by Landlord shall not be effective with respect to liabilities retained by Tenant under Section 10(b) and Tenant's liability described in Section 15 below. The failure of a party to insure its property shall not void this waiver. For purposes of this subsection (but subject to the terms of Section 7(b)), any deductible with respect to a party's insurance shall be deemed covered by, and recoverable by such party under, valid and collectible policies of insurance.

9. Personal Information. By virtue of the business relationship between Landlord and Tenant, certain Personal Information of Tenant may be provided or made available to Landlord. Landlord may disclose Tenant's Personal Information with its service providers, including but not limited to the property manager of the Premises (as the case may be), for purposes of providing services to Tenant. Landlord shall process Tenant's Personal Information in accordance with any applicable data privacy laws. "Personal Information" means any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with an individual, along with other like terms, such as "personal data" and "personally identifiable information."

10. Indemnification.

(a) Tenant shall indemnify, protect, defend (by counsel acceptable to Landlord) and hold harmless Landlord and Landlord's affiliated entities, and each of Landlord's and Landlord's affiliated entities' respective trustees, members, managers, principals, beneficiaries, partners, directors, officers, employees, shareholders, Mortgagees, agents, contractors, representatives, successors and assigns (the "Indemnitees") from and against any and all claims, judgments, causes of action, damages, obligations, penalties, fines, taxes, costs, liens, liabilities, losses, charges and expenses, including without limitation all attorneys' fees and other professional fees (the "Losses"), which may be imposed upon, incurred or suffered by or asserted against Landlord or any of the Indemnitees at any time prior to, during or after the Term arising out of or in connection with Tenant's occupancy or use of the Premises, any acts or omissions of Tenant or any Tenant Party, or the conduct of Tenant's business, or otherwise in, upon or about the Premises, except to the extent caused by Landlord's gross negligence or willful misconduct. The obligations of Tenant under this subsection shall survive the Expiration Date.

(b) Tenant, as a material part of the consideration to Landlord, hereby assumes all Losses due to business interruption and all risk of illness or injury to persons in, upon or about the Premises and/or the Project arising from any cause and all risk of damage to property including, but not limited to, Tenant's Property, all property of Tenant Parties and all Alterations, and Tenant hereby expressly releases Landlord and the Indemnitees and waives all claims in respect thereof against Landlord and the Indemnitees. Tenant further releases Landlord and the Indemnitees from any Losses that would have been covered by insurance that Tenant is required under this Lease to maintain but failed to maintain; provided that, notwithstanding anything to the contrary contained in this Lease, in the event Tenant has failed to maintain insurance covered by the terms of insurance that Tenant is required under this Lease, Landlord's insurers shall have a right of subrogation against Tenant for Losses that would have been covered by Tenant's required insurance.

11. Subordination; Estoppel Certificate. Tenant accepts this Lease subject and subordinate to any mortgage(s), deed(s) of trust, deeds to secure debt, ground lease(s) or other lien(s) now or subsequently arising upon the Premises, the Building or the Project, and to renewals, modifications, refinancings and extensions thereof (collectively referred to as a "Mortgage"). The party having the benefit of a Mortgage shall be referred to as a "Mortgagee". This

clause shall be self-operative, but upon request from a Mortgagee, Tenant shall execute a commercially reasonable subordination agreement in favor of the Mortgagee. As an alternative, a Mortgagee shall have the right at any time to subordinate its Mortgage to this Lease. Within 10 days after request by Landlord, (a) Tenant shall execute and deliver to Landlord, for the benefit of Landlord, Landlord's Mortgagee and/or any prospective purchaser of the Project, a tenant estoppel certificate in a commercially reasonable form to be provided by Landlord, and (b) Tenant shall furnish to Landlord, Landlord's Mortgagee and/or any prospective purchaser of the Project reasonably requested financial information.

12. Default; Remedies.

(a) An "Event of Default" is deemed to exist and Tenant will be in default under this Lease if: (i) Tenant fails to pay any Rent when due and such failure continues for more than 3 days after Landlord has given Tenant written notice of such failure (such notice being in lieu of, and not in addition to, any applicable statutory notice); provided, however, in no event does Landlord have any obligation to give Tenant more than 1 such notice in any 12-month period, after which there will be an Event of Default if Tenant fails to pay any Rent when due, regardless of Tenant's receipt of notice of such nonpayment, and, provided further, there will be an automatic Event of Default if Tenant fails to pay any Rent when due and an automatic stay of bankruptcy precludes issuance of a default notice; or (ii) Tenant fails to observe or perform any of Tenant's other agreements or obligations under this Lease and such failure continues for more than 10 days after Landlord gives Tenant written notice of such failure, or the expiration of such additional time period as is reasonably necessary to cure such failure (not to exceed 30 days), provided Tenant immediately commences and thereafter proceeds with all due diligence and in good faith to cure such failure.

(b) Upon the occurrence of an Event of Default, at Landlord's sole option Landlord may elect to do any one or more of the following:

(i) Enter and repossess the Premises, by breaking open locked doors if necessary, and remove all persons and all or any property, by action at law or otherwise, without being liable for prosecution or damages, and/or make alterations and repairs in order to relet all or any part(s) of the Premises for Tenant's account. Tenant must pay to Landlord on demand any deficiency (taking into account all costs incurred by Landlord) that may arise by reason of such reletting. In the event of reletting without termination of this Lease, Landlord may at any time thereafter elect to terminate this Lease for such previous breach;

(ii) Accelerate the whole or any part of the Rent for the balance of the Term, and declare the same to be immediately due and payable; and

(iii) Terminate this Lease and the Term without any right on the part of Tenant to save the forfeiture by payment of any sum due or by other performance of any condition, term, or covenant broken.

(c) Landlord may, without any obligation to do so, cure the default on behalf of Tenant, in which case Landlord may enter the Premises without being deemed in any manner guilty of trespass, eviction or forcible entry and detainer and without incurring any liability for any damage or interruption of Tenant's business resulting therefrom. Tenant agrees to pay Landlord an amount equal to 110% of any expenses that Landlord may incur in curing the default, including without limitation, attorney's fees, together with interest thereon at the Applicable Interest Rate from the date of expenditure.

(d) Neither any delay or forbearance by Landlord in exercising any right or remedy hereunder nor Landlord's undertaking or performing any act that Landlord is not expressly required to undertake under this Lease may be construed to be a waiver of Landlord's rights or to represent any agreement by Landlord to thereafter undertake or perform such act. The rights granted to Landlord in this subsection are cumulative of every other right or remedy provided in this Lease or which Landlord may otherwise have at law or in equity or by statute, and the exercise of one or more rights or remedies may not prejudice or impair the concurrent or subsequent exercise of other rights or remedies or constitute a forfeiture or waiver of Rent or damages accruing to Landlord by reason of any Event of Default under this Lease. Landlord may accept payment without prejudice to Landlord's right to recover the balance or pursue any other right or remedy provided for in this Lease, at law, or in equity. Tenant hereby expressly waives, for itself and all persons claiming by, through or under it, any right of redemption, reentry, or restoration of the operation of this Lease under any present or future Law, including without limitation any such right which Tenant would otherwise have in case Tenant shall be dispossessed for any cause, or in case Landlord shall obtain possession of the Premises as herein provided.

13. **Surrender.** On or before the Expiration Date, Tenant, at its sole cost, shall return possession of the Premises to Landlord in accordance with Tenant's obligations under this Lease, and otherwise in the condition described on Exhibit D, attached hereto, ordinary wear and tear and damage by fire or casualty excepted. Conditions existing as a result of (i) Tenant's failure to Maintain the Premises or the Project, as required by this Lease, (ii) Tenant's failure to abide by the terms of this Lease or its default, or (iii) the presence of Hazardous Materials (as defined below) on, in, under or about the Premises, the Project or other property as a result (directly or indirectly) of Tenant's and/or any Tenant Party's activities, or failure to act, in connection with the Premises or the Project, shall not be deemed "ordinary wear and tear." On or before the Expiration Date, Tenant, at its sole cost, shall remove Tenant's Property from the Project and repair all damage resulting from such removal and restore the Project to good order and condition, subject to Section 16 below. If Tenant fails to remove any of Tenant's Property as required hereunder, then Landlord may deem all or any part of Tenant's Property to be abandoned and, at Landlord's option, title to Tenant's Property shall vest in Landlord, and/or Landlord may at Tenant's expense remove and/or dispose of any Tenant's Property in any manner Landlord deems appropriate. If Tenant does not return possession of the Premises to Landlord in the condition required under this Lease, Tenant shall pay Landlord all resulting damages Landlord may suffer.

14. **Holding Over.** If Tenant remains in possession of all or any part of the Premises after the Expiration Date, then such holding over shall be a tenancy at sufferance, for the entire Premises, subject to the terms and conditions of this Lease, except that Tenant shall pay monthly installments of Rent (determined on a per month basis without reduction for partial months during the holdover) equal to 200% of the monthly installment of Rent in effect immediately prior to such holding over. This Section shall not be construed as Landlord's permission for Tenant to holdover. Acceptance of Rent by Landlord following expiration or termination shall not constitute an extension of the Term or prevent Landlord from immediate recovery of possession of the Premises by summary proceedings or otherwise. Notwithstanding any provision in this Lease to the contrary, any holdover by Tenant shall constitute an Event of Default on the part of Tenant under this Lease entitling Landlord to exercise, without obligation to provide Tenant any notice or cure period, all of the remedies available to Landlord in the case of an Event of Default by Tenant. If Tenant remains in possession of all or any part of the Premises after the Expiration Date, then Tenant shall indemnify and

hold Landlord harmless from and against all Losses (including, without limitation, consequential damages) resulting from or arising out of Tenant's failure to surrender the Premises, including, but not limited to, any amounts required to be paid to any tenant or prospective tenant who was to have occupied the Premises after the Expiration Date and any related attorneys' fees and brokerage commissions.

15. **Compliance with Laws.**

(a) Tenant must, at its sole cost, comply with and cause Tenant Parties to comply with, all applicable Laws, including those specifically pertaining to the Premises and Tenant's use or occupancy of the Premises (whether such use or occupancy by Tenant was prior to, during or after the Term of this Lease), and obtain all necessary licenses and permits for its business and operations in the Premises. Without limiting the foregoing, the manufacture, cultivation, warehouse, distribution, sale and/or dispensing of any controlled substance, including, without limitation, marijuana and marijuana-based products is not permitted hereunder and shall be an incurable Event of Default. Tenant must pay all personal property taxes, income taxes, gross receipts taxes, and other taxes, assessments, and similar charges that are or may be assessed, levied, or imposed upon Tenant, Tenant's business, or Tenant's Property. Tenant must pay to Landlord all sales, use, transaction privilege, gross receipts, or other excise tax that may at any time be levied or imposed upon, or measured by, any amount payable by Tenant under this Lease. Tenant must remit to Landlord any use and occupancy taxes. Notwithstanding anything to the contrary in this Lease, if the requirement of any public authority obligates either Landlord or Tenant to expend money in order to bring the Premises and/or any area of the Project into compliance with Laws as a result of: (i) Tenant's particular use of the Premises or the use or occupancy of the Premises for other than general warehouse and distribution with ancillary office uses; (ii) Tenant's Alterations (subject to Section 16 below); (iii) Tenant's change in the use of the Premises; (iv) the manner of conduct of Tenant's business or operation of its installations, equipment, or other property therein; (v) any cause or condition created by or at the request or direction of Tenant or any Tenant Party, other than by Landlord's performance of any work for or on behalf of Tenant; or (vi) breach of any of Tenant's obligations hereunder, then Tenant shall bear all costs of bringing the Premises and/or Project into compliance with Laws, whether such costs are related to structural or nonstructural elements of the Premises or Project, and in such event Tenant at its sole cost and expense shall be solely responsible for taking any and all measures that are required to comply with such Laws concerning the Building and the Premises (including point of entry and means of ingress and egress thereto) and the business conducted therein.

(b) Tenant agrees that (i) no activity will be conducted in or about the Premises that will use or produce any Hazardous Materials (as defined below), except for activities which are conducted in accordance with the terms of this Lease and all Environmental Laws (as defined below) and are part of the ordinary course of Tenant's business ("Permitted Activities"), (ii) the Premises will not be used for storage of any Hazardous Materials, except for materials used in the Permitted Activities which are properly stored in a manner and location complying with all Environmental Laws and removed by Tenant prior to the Expiration Date, (iii) no portion of the Premises or Project will be used by Tenant or a Tenant Party for disposal of Hazardous Materials, and (iv) Tenant will immediately notify Landlord of any violation by Tenant or a Tenant Party of any Environmental Laws or the release or suspected release of Hazardous Materials in, under or about the Premises, and Tenant shall immediately deliver to Landlord a copy of any notice, filing or permit sent or received by Tenant with respect to the foregoing. If at any time during or after the Term, any portion of the Project is found to be contaminated by Tenant or a Tenant Party (whether such activities, or

failure to act, occurred prior to, during, or after the Term of this Lease) or subject to conditions prohibited in this Lease caused by Tenant or a Tenant Party, Tenant will indemnify, defend and hold Landlord harmless from all claims, demands, actions, liabilities, costs, expenses, attorneys' fees, damages and obligations of any nature arising from or as a result thereof, and Landlord shall have the right to direct remediation activities, all of which shall be performed at Tenant's cost. Tenant's obligations pursuant to this subsection shall survive the Expiration Date. As used in this Lease, (A) the term "Hazardous Materials" shall mean pollutants, contaminants, toxic or hazardous wastes or other materials the removal of which is required or the use, treatment, storage or disposal of which is regulated, restricted, or prohibited by any Environmental Law, and (B) the term "Environmental Laws" shall mean all present or future federal, state or local laws, ordinances, rules or regulations (including the rules and regulations of the federal Environmental Protection Agency and comparable state agency) relating to the protection of human health or the environment.

16. Alterations; Liens.

(a) Tenant, at its sole cost, may install necessary trade fixtures, equipment and furniture in the Premises (it being agreed that such installation shall not be deemed an Alteration), provided that the installation and removal of them will not affect any structural portion of the Project, any Building system or any other equipment or facilities serving the Project or any occupant. Tenant shall not remove, add or rearrange interior walls of the Premises or otherwise take any action that would modify the Premises space plan that existed as of the Commencement Date. An "Alteration" includes any addition, alteration or improvement to the Premises or the Project including any addition, alteration or improvement to the Premises or Project by Tenant performed prior to, during or after the Term of this Lease, including, without limitation, any addition, alteration or improvement to the Premises or Project made by or on behalf of Tenant pursuant to the Existing Lease. Tenant shall not construct, nor allow to be constructed, any Alterations or Tenant Maintenance work in the Premises or on the Project without obtaining the prior written consent of Landlord, which consent shall not be unreasonably withheld. In order to obtain such consent, Tenant shall furnish Landlord with: plans and specifications; names of contractors acceptable to Landlord (although Landlord may designate specific contractors with respect to oversight, installation, repair, connection to, and removal of Alterations that impact the base Building); required permits and approvals; evidence of contractor's and subcontractor's insurance in amounts reasonably required by Landlord and naming Landlord and any other party designated by Landlord as an additional insured; and any security for performance in amounts reasonably required by Landlord. Tenant shall reimburse Landlord for any sums paid by Landlord for third-party examination of Tenant's plans for Alterations. In addition, Tenant shall pay Landlord a fee for Landlord's oversight and coordination of any Alterations equal to 10% of the cost of the Alterations. Upon completion, Tenant shall furnish "as-built" plans (in CAD format, if applicable and requested by Landlord) for Alterations, completion affidavits and full and final waivers of lien. If Landlord does consent, Tenant (i) shall complete the Alterations, at Tenant's sole expense, in compliance with all applicable Laws and free of any mechanic's or materialman's lien, and (ii) shall remove all Alterations at the Expiration Date (and Landlord may ask for additional Security Deposit with respect to such additional Tenant obligations as a condition to granting its consent to the Alterations), unless Landlord notifies Tenant otherwise prior to the Expiration Date, and Tenant shall repair any resulting damage, and shall restore the Premises prior to the Expiration Date to its condition existing before installation of the Alterations.

(b) Tenant, at its sole cost, shall promptly pay and discharge all claims for labor performed, supplies furnished and services rendered

at the request of Tenant and shall keep the Premises free of all mechanics' and materialmen's liens. Tenant, at its sole cost, shall remove any such lien within 15 days after notice from Landlord. If Tenant fails to do so, an Event of Default by Tenant shall have occurred, and Landlord may bond, insure over or pay the amount necessary to cause such removal, whether or not such lien is valid, and charge the Tenant such amount, together with reasonable attorneys' fees and expenses, in addition to all other remedies Landlord has under this Lease, at law or in equity.

17. Notices. Unless otherwise specifically set forth in this Lease, all notices shall be in writing and delivered by hand or sent by registered, express, or certified mail, with return receipt requested or with delivery confirmation requested from the U.S. postal service, or sent by overnight or same day courier service to the party's respective Notice Address(es) set forth above; provided notices sent by Landlord regarding general property operational matters may be sent via e-mail to the e-mail address provided by Tenant to Landlord for such purpose; provided further, notices may be sent by Landlord to Tenant pursuant to the tenant/customer portal as described in Exhibit B. In addition, if the Building is closed (whether due to emergency, governmental order or any other reason), then any notice address at the Building shall not be deemed a required notice address during such closure, and, unless Tenant has provided an alternative valid notice address to Landlord for use during such closure, any notices sent during such closure may be sent via e-mail or in any other practical manner reasonably designed to ensure receipt by the intended recipient. Each notice shall be deemed to have been received on the earlier to occur of actual delivery or the date on which delivery is refused, or, if Tenant has vacated the Premises or any other Notice Address of Tenant without providing a new Notice Address, 3 days after notice is deposited in the U.S. mail or with a courier service in the manner described above. Either party may, at any time, change its Notice Address (other than to a post office box address) by giving the other party written notice of the new address.

18. Brokers. Tenant agrees that it has dealt with no brokers in connection with this Lease, except for the Broker(s). Landlord agrees to pay any commission due by Landlord to the Broker(s) pursuant to a separate agreement. Tenant agrees to indemnify and hold Landlord harmless from any and all claims for commissions or fees in connection with the Premises and this Lease from any other real estate brokers or agents with whom Tenant may have dealt.

19. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS LEASE, THE LIABILITY OF LANDLORD (AND OF ANY SUCCESSOR LANDLORD) SHALL BE LIMITED TO THE INTEREST OF LANDLORD IN THE BUILDING. TENANT SHALL LOOK SOLELY TO LANDLORD'S PREVIOUSLY DEFINED INTEREST IN THE BUILDING FOR THE RECOVERY OF ANY JUDGMENT OR AWARD AGAINST LANDLORD OR ANY LANDLORD INDEMNITEES. NEITHER LANDLORD NOR ANY LANDLORD INDEMNITEES SHALL BE PERSONALLY LIABLE FOR ANY JUDGMENT OR DEFICIENCY, AND IN NO EVENT SHALL LANDLORD OR ANY LANDLORD INDEMNITEES OR MORTGAGEES BE LIABLE TO TENANT FOR LOST PROFIT, DAMAGE TO OR LOSS OF BUSINESS OR ANY FORM OF PUNITIVE, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGE. LANDLORD SHALL NOT BE LIABLE FOR ANY BREACH UNLESS TENANT PROVIDES NOTICE SPECIFYING THE BREACH AND LANDLORD FAILS TO CURE THE BREACH WITHIN A REASONABLE PERIOD OF TIME AFTER DELIVERY OF THE NOTICE. WHENEVER LANDLORD TRANSFERS ITS INTEREST, LANDLORD SHALL BE AUTOMATICALLY RELEASED FROM FURTHER PERFORMANCE UNDER THIS LEASE AND FROM ALL

FURTHER LIABILITIES AND EXPENSES HEREUNDER AND THE TRANSFEREE OF LANDLORD'S INTEREST SHALL ASSUME ALL LIABILITIES AND OBLIGATIONS OF LANDLORD HEREUNDER ARISING FROM THE DATE OF SUCH TRANSFER.

20. Relocation. Landlord, at its expense, at any time before or during the Term, may relocate Tenant from the Premises to a space of reasonably comparable size and utility within the Building or other buildings within the same Project (the "Relocation Space") upon 60 days' prior written notice to Tenant. From and after the date of the relocation, the Rent shall be adjusted based on the rentable square footage of the Relocation Space. Landlord shall pay for the bona-fide, reasonable, documented, out-of-pocket costs actually incurred by Tenant for such relocation, including all costs for moving Tenant's furniture, equipment, supplies and other personal property, within 30 days after Landlord's receipt of reasonably detailed bona-fide third party invoices therefor and evidence of payment thereof by Tenant (including, without limitation, appropriate lien waivers and/or releases).

21. Right of Entry. Landlord reserves the right to enter the Premises upon reasonable notice to Tenant (including by telephone or email) and without notice in case of an emergency, and to undertake the following: (i) to inspect, monitor, investigate, test or Maintain the Premises and/or the Project; (ii) to verify Tenant is complying with its obligations hereunder; (iii) to perform Landlord's obligations hereunder; (iv) to make permitted, or inspect Tenant's Alterations; (v) to install, use, Maintain, alter or relocate any pipes, ducts, conduits, wires, equipment and other facilities in the common areas or at the Project; (vi) to install, Maintain and operate conduit cabling within the utility and/or conduit ducts and risers at the Project; or (vii) to show the Premises for the purpose of sale, insurance or financing, and, during the last 12 months of the Term (or following any Event of Default), leasing the Premises to another tenant. If reasonably necessary, Landlord may temporarily close all or a portion of the Premises to perform repairs, alterations and additions. Landlord will make reasonable efforts not to inconvenience Tenant in exercising such rights. The entry and authority granted to Landlord under this Section shall not constitute a constructive eviction or entitle Tenant to an abatement or reduction of Rent.

22. Fire or Other Casualty; Condemnation. If the Premises is materially damaged by fire or other casualty (as determined by Landlord), Landlord or Tenant shall have the right to terminate this Lease effective as of the date of the damage; provided, however, if Landlord elects to repair the Premises, Tenant shall not be permitted to terminate this Lease. Landlord's repair obligation shall be limited to repair of the Premises excluding any Tenant improvements, Tenant Alterations, and any personal property and trade fixtures of Tenant. During the period of repair, Rent will be abated or reduced in proportion to the degree to which Tenant's use of the Premises is impaired (as determined by Landlord). If all or a material portion of the Premises (as determined by Landlord) is taken for any public use by right of eminent domain or otherwise (a "Taking"), Tenant shall have the right to terminate this Lease effective as of the date of the Taking. All compensation awarded for a Taking, or sale proceeds, shall be the property of Landlord. All Rent will be apportioned as of the termination date of this Lease. Notwithstanding the foregoing, Tenant shall not be permitted to terminate this Lease or receive an abatement of Rent if the fire or other casualty is caused by the act or omission of Tenant or Tenant Party.

23. General Provisions.

(a) Subject to Section 6, the respective rights and obligations provided in this Lease bind and inure to the benefit of the parties hereto, their successors and assigns. If more than one person or entity

executes this Lease as Tenant, each is jointly and severally liable under this Lease.

(b) This Lease, and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Lease, or the negotiation, execution or performance of this Lease, shall be governed by, and enforced in accordance with, the internal laws of the state where the Premises are located. Attached hereto as Exhibit E are modifications to this Lease given the laws of the state where the Premises are located. To the extent of any inconsistency between the terms set forth in Exhibit E and the remainder of this Lease, the terms set forth in Exhibit E govern.

(c) LANDLORD AND TENANT WAIVE THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON OR RELATED TO THE SUBJECT MATTER OF THIS LEASE. FURTHER, THE PARTIES HEREBY AGREE THAT ANY DISPUTE FILED AGAINST THE OTHER MUST BE ON AN INDIVIDUAL BASIS AND NOT AS A CLASS ACTION OR COLLECTIVE ACTION.

(d) Except to the extent expressly set forth otherwise in this Lease, neither Landlord, nor anyone acting on Landlord's behalf, has made any representation, warranty, estimation, or promise of any kind or nature whatsoever, and Landlord disclaims any implied representations or warranties, relating to the condition of the Building or any part thereof including the Premises, or the land under the Building or suitability, including without limitation, the fitness of the Premises for Tenant's intended use, the HVAC and other building systems, the indoor air quality, and the environmental condition, and Tenant agrees that Landlord shall not be liable for any patent or latent defects therein. This Lease has been fully reviewed by both parties and shall not be strictly or adversely construed against the drafter. If any provisions of this Lease are held to be invalid, void, or unenforceable, the remaining provisions hereof shall in no way be affected or impaired and such remaining provisions shall remain in full force and effect.

(e) TIME IS OF THE ESSENCE UNDER ALL PROVISIONS OF THIS LEASE.

(f) If either party to this Lease is prevented from performing any obligation under this Lease by any strike, act of God, war, terrorist act, shortage of labor or materials, governmental action or orders, civil commotion, epidemic, pandemic, public health emergency or other cause beyond a party's reasonable control (a "Force Majeure Event"), such obligation shall be excused during (and any time period for the performance of such obligation shall be extended by) the period during which the Force Majeure Event continues; provided, however, that this subsection shall not (i) permit Tenant to hold over in the Premises after the Expiration Date, or (ii) excuse (or extend any time period for the performance of) (A) any obligation to pay Rent, otherwise remit money or deliver credit enhancement, (B) any obligation under Sections 8 or 10, or (C) any of Tenant's obligations whose breach would interfere with another occupant's use, occupancy or enjoyment of its Premises or the Project.

(g) If Landlord gives Tenant occupancy of the Premises prior to the Commencement Date, such occupancy is conditioned on Tenant first providing Landlord with a certificate of insurance as required under this Lease. All insurance, waiver, indemnity, and alteration provisions of this Lease are in full force and effect during such occupancy. Tenant must ensure that its phone/data, security, and other vendors comply with all applicable Laws. Tenant and its contractors must coordinate all activities with Landlord in advance and in writing, and comply with Landlord's instructions and directions so that Tenant's early entry does not interfere with or delay any work to be

performed by Landlord.

(h) Whether or not Landlord's consent is provided, Tenant shall pay Landlord a processing fee of not less than \$250 for the documentation of any consent requested by Tenant hereunder, including, but not limited to Transfers and Alterations. Moreover, in the event Landlord is required to obtain outside legal counsel to assist in the processing of such consent request, the costs therefor shall also be chargeable to Tenant. Notwithstanding the foregoing, provided that neither the Tenant nor the proposed transferee requests any changes to this Lease or Landlord's standard form of consent (other than minor and immaterial changes) in connection with a request for consent to a Transfer, the attorneys' fees payable by Tenant pursuant to the preceding sentence shall not exceed \$2,500.00 for such proposed transfer.

(i) Tenant represents and warrants that: (i) Tenant was duly organized and is validly existing and in good standing under the laws of the jurisdiction set forth for Tenant in the first sentence of this Lease; (ii) Tenant is legally authorized to do business in the state where the Building is located; (iii) the person(s) executing this Lease on behalf of Tenant is(are) duly authorized to do so; and (iv) Tenant has the full corporate or partnership power and authority to enter into this Lease and has taken all corporate or partnership action, as the case may be, necessary to carry out the transaction contemplated herein, so that when executed, this Lease constitutes a valid and binding obligation enforceable in accordance with its terms.

(j) Tenant hereby represents, warrants and certifies that: (a) neither it nor its officers, directors, or controlling owners is acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order, the United States Department of Justice, or the United States Treasury Department as a terrorist, "Specifically Designated National or Blocked Person," or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control ("SDN"); (b) neither it nor its officers, directors or controlling owners is engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity, or nation; and (c) neither it nor its officers, directors or controlling owners is in violation of Presidential Executive Order 13224, the USA PATRIOT Act, (Public Law 107-56), the Bank Secrecy Act, the Money Laundering Control Act, Directive 4 under Executive Order 14024 or any regulations promulgated pursuant thereto. For avoidance of doubt, if one or more blocked or banned persons own in the aggregate 50% or more of Tenant, or blocked or banned persons individually or collectively exercise control over Tenant, each such blocked or banned person will be considered a "controlling owner" for purposes of this subsection. If the foregoing representations are untrue at any time during the Term, Tenant shall notify Landlord immediately in writing, and an Event of Default will be deemed to have occurred, without the necessity of notice delivered by or to Tenant. The provisions of this subsection shall survive the Expiration Date.

(k) Landlord reserves the right to use the surface of the roof in any manner which does not materially and unreasonably interfere with Tenant's use of the Premises including, but not limited to, installation of telecommunication equipment, solar equipment, fuel cells, battery storage, distributed technologies or any other uses.

(l) Tenant agrees to cooperate with Landlord in the event that Landlord desires to provide a source of renewable energy to serve the Premises or the Project, such as solar or wind power. Without limiting the foregoing, Tenant shall, upon request, (i) provide Landlord with its actual and estimated future energy consumption needs, (ii) if the

Premises is separately metered, enter into a reasonable power purchase agreement with Landlord or the generator of the renewable energy source, provided that Tenant shall not be obligated to pay more than it pays the utility company, (iii) in connection with any such renewable energy source, enter into a reasonable net meter arrangement with the utility company providing service to the Premises, and (iv) permit Landlord and/or the installation company access to the Premises to permit connection of the renewable energy system and net meter to the electrical facilities serving the Premises. Upon installation of any renewable energy system, Tenant shall be obligated to purchase the energy generated by such system, not to exceed Tenant's actual energy usage.

(m) Landlord excepts and reserves exclusively to itself any and all rights not specifically granted to Tenant under this Lease. Landlord reserves the right to make changes to the Project, Building and common areas as Landlord deems appropriate, including, without limitation, the right to grant easements, rights of way, utility raceways and make dedications; to grant lease, license or use rights to third parties; to utilize the foregoing easements or licenses at the Project; to dedicate for public use portions of the Project; to improve the energy efficiency or sustainability of the Building or the Project; and to change the name of the Building or the Project.

(n) Landlord's sustainability contact for the Project can be reached at [sustainability@linklogistics.com](mailto:sustainability@linklogistics.com).

(o) This Lease may be executed in any number of counterparts, each of which when taken together will be deemed to be one and the same instrument. The submission of this Lease by Landlord to Tenant for examination does not constitute a reservation of or option for the Premises or of any other space within the Building or in other buildings owned or managed by Landlord or its affiliates. This Lease is not binding nor will either party have any obligations or liabilities or any rights with respect hereto, or with respect to the Premises, unless and until both parties have executed and delivered this Lease. The parties acknowledge and agree that notwithstanding any law or presumption to the contrary, the exchange of copies of this Lease and signature pages by electronic transmission constitutes effective execution and delivery of this Lease for all purposes, and signatures of the parties hereto transmitted and/or produced electronically (e.g., obtained by DocuSign or other similar technology platform) will be deemed to be their original signature for all purposes.

EXHIBIT A  
FLOOR PLAN OF PREMISES (NOT TO SCALE)

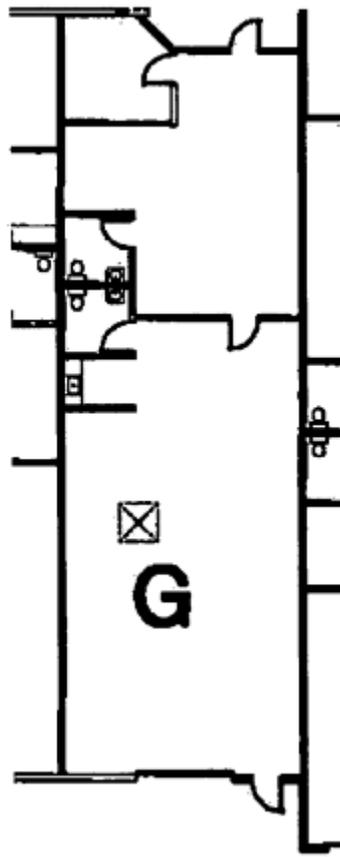


EXHIBIT B

LANDLORD PAYMENT INSTRUCTIONS

Tenant must before, or promptly after, the Commencement Date register with Landlord's tenant/customer portal as indicated below. Tenant hereby consents to receive any written or other notice under this Lease through the tenant/customer portal.

Landlord will provide tenant/customer portal enrollment instructions in a separate "welcome package" or other communication.

Tenant agrees to make any payments required under this Lease by EFT and will complete the Authorization for EFT provided by Landlord and return to Landlord via email to [EFTtenants@linklogistics.com](mailto:EFTtenants@linklogistics.com).

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## EXHIBIT C

### RULES AND REGULATIONS

Capitalized terms used but not defined herein shall have the meanings given in Tenant's Lease. If Tenant's primary Permitted Use is for office use, only the applicable Rules and Regulations below, as reasonably determined by Landlord, shall apply to Tenant.

1. Tenant will use the Premises in a careful, safe and proper manner and will not commit waste, overload the floor or structure or otherwise damage the Premises or Building. Tenant shall not permit any objectionable or unpleasant odors, smoke, dust, gas, noise, or vibrations to emanate from the Premises, or take any other action that would constitute a nuisance or would disturb, unreasonably interfere with, or endanger Landlord, Landlord's performance of its obligations under the Lease or other leases with other tenants, or other tenants in the Building or Project. Tenant shall occupy the Premises in compliance with all applicable Laws for the Premises or Project.
2. Tenant shall not impair in any way the fire safety system and shall comply with all safety, fire protection and evacuation procedures and regulations established by Landlord, any governmental agency or any insurance company insuring the Project, including without limitation the insurer's fire protection impairment procedures. No person shall go on the roof without Landlord's prior written permission.
3. Skylights, windows, doors and transoms shall not be covered or obstructed by Tenant, and Tenant shall not install any window covering which would affect the exterior appearance of the Building.
4. No antenna, aerial, discs, dishes or other such device shall be erected on the roof or exterior walls of the Premises, or on the grounds, without the written consent of the Landlord in each instance. Any device so installed without such written consent shall be subject to removal by Tenant, at Tenant's sole cost and expense, without notice at any time. Tenant, at its sole cost and expense, shall repair any damage resulting from such removal and shall restore the Project to good order and condition.
5. No loud speakers, televisions, phonographs, radios or other devices shall be used in a manner so as to be heard or seen outside of the Premises without the prior written consent of the Landlord.
6. The outside areas immediately adjoining the Premises shall be kept clean and free from dirt and rubbish by the Tenant, including Tenant inventory, to the satisfaction of Landlord, and Tenant shall not place or permit any obstruction or materials in such areas or permit any work to be performed outside the Premises.
7. No open storage or auctions shall be permitted in the Project.
8. All garbage and refuse shall be placed in containers placed at the location designated for refuse collection, in the manner specified by Landlord. Tenant shall not over-fill the garbage containers. If Landlord consents to Tenant placing other containers, storage devices, construction dumpsters or similar vessels in the Project, Tenant must place plywood or other protective material under such items to protect the pavement or asphalt. Tenant shall not dump any trash outside of, next to or near the garbage containers, including but not limited to oversized items, tires, equipment, bulky items, vehicle parts, construction/remodeling debris, brush and other woody materials.
9. Tenant shall not disturb, solicit, or canvass any occupant of the Building and shall cooperate to prevent same.
10. Neither Tenant nor its agents, employees, contractors, guests or invitees shall smoke or permit smoking in the common areas, unless a portion of the common areas have been declared a designated smoking area by Landlord, nor shall the above parties allow smoke from the Premises to emanate into the common areas or any other part of the Project. Landlord shall have the right to designate the Project or Building (including the Premises) as a non-smoking building.
11. Unless otherwise directed by Landlord, Tenant shall have the right to park in common with other tenants of the Project in those areas designated by Landlord for non-reserved parking. Tenant shall comply with all parking regulations promulgated by Landlord from time to time for the orderly use of the vehicle parking area. Tenant agrees not to overburden the parking facilities and agrees to cooperate with Landlord and other tenants in the use of parking facilities. Landlord shall not be responsible for enforcing Tenant's parking rights against any third parties. The parking spaces shall be used for parking by vehicles no larger than full-size passenger automobiles, SUVs or pick-up trucks ("Permitted Size Vehicles"). No vehicle or equipment shall remain upon the common area longer than 24 hours, which includes no overnight parking. Notwithstanding the foregoing, Tenant may store overnight in the normal course of its business one operative tractor/trailer or truck for each dock high loading position exclusive to the Premises, if any, provided this overnight storage does not interfere with other tenant's use of the Building or Project. Vehicles other than Permitted Size Vehicles shall otherwise be parked and loaded or unloaded as directed by Landlord. Tenant shall not permit or allow any vehicles that belong to or are controlled by Tenant or Tenant's employees, suppliers, shippers, customers, contractors or invitees to be loaded, unloaded, or parked in areas other than those designated by Landlord for such activities. Parked vehicles shall not be used for vending or any other business or other activity while parked in the parking areas. If Tenant permits or allows any of the prohibited activities described in this rule, then Landlord shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove or tow away the vehicle involved and charge the cost to Tenant, which cost shall be immediately payable upon demand by Landlord. No vehicle or equipment of any kind shall be dismantled or repaired or serviced on the common area. All vehicles entering or parking in the parking areas shall do so at owner's sole risk and Landlord assumes no responsibility for any damage, destruction, vandalism or theft.
12. Tenant shall not use or keep on the Project or Premises (i) any matter having an offensive odor or which may negatively affect the indoor air quality of the Building, (ii) any explosive or highly flammable material (including any fuel source not provided by Landlord), or (iii) any form

of hemp or marijuana or ingredient thereof (e.g., THC or CBD) or any product containing same; nor shall any animals other than handicap assistance dogs in the company of their handlers be brought into or kept in or about the Project.

13. Tenant assumes all responsibility for protecting the Premises from theft and vandalism; provided, however, Tenant shall not install additional locks upon any door of the Premises or permit any duplicate keys to be made, or retain any keys upon the Expiration Date. Landlord has no duty to provide security to any portion of the Project.

14. Tenant shall cause all Tenant Parties to comply with these Rules and Regulations.

15. Landlord shall not be responsible or liable to Tenant for the non-performance of any other tenant or occupant of the Building or Project of the Rules and Regulations or for any interference or disturbance of Tenant by any other tenant or occupant.

16. Landlord reserves the right to make such amendments to these Rules and Regulations from time to time that are not inconsistent with the Lease.

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## EXHIBIT D

### MOVE OUT CONDITIONS

Notwithstanding anything to the contrary in this Lease, Tenant is obligated to check and address prior to move-out of the Premises the following items. The following list is designed to assist Tenant in the move-out procedures but is not intended to be all inclusive.

1. All lighting is to be placed into good working order, including, without limitation, replacement of bulbs, ballasts and lenses consistent with existing lighting, as needed.
2. All truck doors, dock levelers and pedestrian doors, are to be serviced and placed in good operating order. This includes the necessary replacement of any dented truck door panels and adjustment of door tension to insure proper operation. All door panels which are replaced are to be painted to match the Building standard.
3. All columns in the Premises are to be inspected for damage and Tenant shall be responsible for repairs to such structural columns resulting from damage caused by or attributable to Tenant and/or Tenant Parties.
4. HVAC systems, including without limitation, warehouse heaters, industrial fans, exhaust and ventilation systems, air rotation units, and infrared tube heaters (if applicable), are to be placed in good working order, including the necessary replacement of any parts to return the HVAC system to a well-maintained condition. Upon move-out, Landlord will have an exit inspection performed by a certified mechanical contractor to determine the condition of the HVAC system.
5. All holes in the sheetrock walls of the Premises are to be repaired/painted prior to move-out, and all striping and markings on floor (including the warehouse floor) are to be removed in their entirety in a manner so as not to detrimentally affect the slab, which such removal methods and/or processes shall be subject to Landlord's prior approval thereof.
6. The carpets and tiles are to be in a clean condition and not have any holes or chips in them. Landlord will accept reasonable wear and tear on these items provided they appear to be in a maintained condition.
7. The Premises is to be returned in a clean condition, including the cleaning of the offices, coffee bar, restroom areas, windows and other portions of the Premises.
8. The warehouse area of the Premises is to be in broom clean condition, free of debris and cobwebs, with all inventory and racking removed. There are to be no protrusion of anchors or bolts from the warehouse floor. All bolts, anchors or other devices used to attach or affix Tenant's trade fixtures are to be removed, subject to Landlord's prior written approval. If machinery/equipment is removed, the electrical lines are to be properly terminated at the nearest junction box.
9. All exterior windows with cracks or breakage are to be replaced, and all damaged window mullions are to be repaired or replaced, as necessary.
10. Tenant shall provide to Landlord the keys and passcodes for all locks on the Premises, including front doors, rear doors, and interior doors.
11. Except as otherwise agreed to in writing, it is expressly agreed that any and all telephonic, coaxial, ethernet, or other data, computer, word-processing, facsimile, cabling, or electronic wiring installed by Tenant in, on or about the Premises, including all lines above the office ceiling (collectively, "Wiring") is to be removed in its entirety, at Tenant's sole cost and expense. Tenant shall be responsible for any and all damages to the Premises caused by such removal.
12. All electrical systems are to be left in a safe condition that conforms to applicable Laws. Bare wires and dangerous installations are to be corrected prior to move-out.
13. All plumbing fixtures are to be in good working order, including the water heater. Faucets and toilets are to be leak-free. Any sump pumps in the truck well shall be free of debris and operational.
14. All dock bumpers must be left in place and well secured.
15. All Tenant exterior and interior signs shall be removed and at a minimum, the wall surface shall be restored and painted to match the existing color, it being expressly understood that Tenant shall be responsible for any and all damages to the Premises, the Building or the Project caused by such signage removal.
16. All waste containers placed in or about the Premises or the Project by Tenant (including in the dock areas of the Premises) shall be removed and the areas related thereto returned in a clean and sanitary condition, free of debris.
17. Any and all roof penetrations shall be resealed in a watertight condition.

EXHIBIT E

CALIFORNIA STATE LAW ADDENDUM

The following provisions correspond to the Sections of this Lease noted below:

Section 3(c).	Tenant waives the provisions of Section 1950.7 of the California Civil Code and all other provisions of law, now or hereafter in effect, which provide that Landlord may claim from a security deposit only those sums reasonably necessary to remedy defaults in the payment of rent, to repair damage caused by Tenant or to clean the Premises, it being agreed that Landlord may, in addition, claim those sums specified in Section 7 of the Lease and California law including, but not limited to, any damages occurring upon termination of the Lease under Section 1951.2 of the California Civil Code.
Section 7(a).	Tenant waives any rights under California Civil Code Sections 1932(1), 1941 and 1942 or any successor provision of law. Accordingly, Tenant waives any right to repair the Premises, the Building or the Project at the expense of Landlord under any Applicable Laws.
Section 11.	Tenant waives the provisions of any current or future statute, rule or law which may give or purport to give Tenant any right or election to terminate or otherwise adversely affect the Lease and the obligations of Tenant thereunder in the event of any foreclosure proceeding or sale.
Section 12.	<p><b>Landlord's Remedies.</b> Upon any Event of Default, Landlord shall have, in addition to any other remedies available to Landlord at law or in equity (which shall be cumulative and nonexclusive), the option to pursue any one or more of the following remedies (which shall be cumulative and nonexclusive) without any notice or demand:</p> <p>Landlord may terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord, and if Tenant fails to do so, Landlord may, without prejudice to any other remedy it may have for possession or arrearages in Rent, enter upon and take possession of the Premises and remove Tenant and any other person who may be occupying the Premises or any part thereof, and remove property therefrom, which property may be stored by Landlord at a warehouse or elsewhere in accordance with Laws at the risk, expense and for the account of Tenant, without being liable for prosecution or any claim of damages therefor; and Landlord may recover from Tenant the following: (a) the worth at the time of award of the unpaid Rent which had been earned at the time of such termination; (b) the worth at the time of award of the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; (c) the worth at the time of award of the amount by which the unpaid Rent for the balance of the Term after the time of award exceeds the amount of such Rent loss that Tenant proves could be reasonably avoided; (d) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations hereunder or which in the ordinary course of things would be likely to result therefrom, including brokerage commissions, advertising expenses, expenses of remodeling any portion of the Premises for a new tenant (whether for the same or a different use), and any special concessions made to obtain a new tenant; plus (e) at Landlord's option, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by law. As used in subsection (a) and subsection (b) above, the "<b>worth at the time of award</b>" shall be computed by allowing interest at a rate per annum equal to the lesser of (i) the annual "Bank Prime Loan" rate cited in the Federal Reserve Statistical Release Publication G.13(415), published on the first Tuesday of each calendar month (or such other comparable index as Landlord shall reasonably designate if such rate ceases to be published) plus two (2) percentage points, or (ii) the highest rate permitted by Law. As used in subsection (c) above, the "<b>worth at the time of award</b>" shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus 1%.</p> <p>Landlord shall have the remedy described in California Civil Code § 1951.4 (lessor may continue lease in effect after lessee's breach and abandonment and recover Rent as it becomes due, if lessee has the right to sublet or assign, subject only to reasonable limitations). Accordingly, if Landlord does not elect to terminate this Lease on account of any Event of Default by Tenant, Landlord may, from time to time, without terminating this Lease, enforce all of its rights and remedies hereunder, including the right to recover all Rent as it becomes due.</p> <p>Landlord shall at all times have the rights and remedies (which shall be cumulative with each other and cumulative and in addition to those rights and remedies available under any law or other provision hereof), without prior demand or notice except as required by law, to seek any declaratory, injunctive or other equitable relief, and specifically enforce this Lease, or restrain or enjoin a violation or breach of any provision hereof.</p>

Unless Landlord provides Tenant with express notice to the contrary, no re-entry, repossession, repair, maintenance, change, alteration, addition, reletting, appointment of a receiver or other action or omission by Landlord shall (a) be construed as an election by Landlord to terminate this Lease or Tenant's right to possession, or to accept a surrender of the Premises, or (b) operate to release Tenant from any of its obligations hereunder. Tenant waives, for Tenant and for all those claiming by, through or under Tenant, California Civil Code § 3275, California Code of Civil Procedure §§ 1174(c) and 1179, and any existing or future rights to redeem or reinstate, by order or judgment of any court or by any legal process or writ, this Lease or Tenant's right of occupancy of the Premises after any termination hereof.

If Landlord elects to cure such Event of Default by Tenant, Landlord may, at Landlord's option, enter into and upon the Premises and correct the same without being deemed in any manner guilty of trespass, eviction or forcible entry and detainer and without incurring any liability for any damage or interruption of Tenant's business resulting therefrom. If any lien is filed and not cured within the fifteen (15) day time period set forth above, then Landlord may take such action as may be necessary to remove such lien. Tenant agrees to pay Landlord an amount equal to one hundred ten percent (110%) of any expenses which Landlord may incur in thus effecting compliance with Tenant's obligations under this Lease, including without limitation, attorney's fees, together with interest thereon at the Applicable Interest Rate from the date of expenditure.

Exercise by Landlord of any one (1) or more remedies hereunder granted or otherwise available shall not be deemed to be an acceptance of surrender of the Premises and/or a termination of this Lease by Landlord, whether by agreement or by operation of law, it being understood that except as provided above, such surrender and/or termination can be effected only by the written agreement of Landlord and Tenant. Any law, usage, or custom to the contrary notwithstanding, Landlord shall have the right at all times to enforce the provisions of this Lease in strict accordance with the terms hereof; and the failure of Landlord at any time to enforce its rights under this Lease strictly in accordance with same shall not be construed as having created a custom in any way or manner contrary to the specific terms, provisions, and covenants of this Lease or as having modified the same. Tenant and Landlord further agree that forbearance or waiver by Landlord to enforce its rights pursuant to this Lease or at law or in equity, shall not be a waiver of Landlord's right to enforce one (1) or more of its rights in connection with any subsequent Event of Default. A receipt by Landlord of rent or other payment with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach, and no waiver by Landlord of any provision of this Lease shall be deemed to have been made unless expressed in writing and signed by Landlord.

In addition, the following provisions are incorporated in and made a part of this Lease:

**California Certified Access Specialist.** Pursuant to California Civil Code §1938, Landlord hereby states that the Premises have not undergone inspection by a Certified Access Specialist (CASp) (defined in California Civil Code §55.52(a)(3)). Pursuant to Section 1938 of the California Civil Code, Landlord hereby provides the following notification to Tenant: "A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction related accessibility standards within the premises." If Tenant requests to perform a CASp inspection of the Premises, (i) Tenant shall, at its cost, retain a CASp approved by Landlord (provided that Landlord may designate the CASp, at Landlord's option) to perform the inspection of the Premises at a time agreed upon by the parties, (ii) Tenant shall provide Landlord with a copy of any report or certificate issued by the CASp (the "**CASp Report**"), and (iii) Tenant shall, at its cost, promptly complete any modifications necessary to correct violations of construction related accessibility standards identified in the CASp Report, which modifications will be completed as an Alteration notwithstanding anything to the contrary in this Lease. Tenant agrees to keep the information in the CASp Report confidential except as necessary for the Tenant to complete such modifications.

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

Memorandum

To: Chairperson Davina Hurt and Members  
of the Board of Directors

From: Philip M. Fine  
Executive Officer/APCO

Date: September 4, 2024

Re: Authorization to Amend Legal Services Agreement with Renne Public Law Group

RECOMMENDED ACTION

Recommend the Board of Directors (i) authorize the General Counsel to amend the contract with Renne Public Law Group (RPLG) increasing the maximum dollar amount of the contract by \$1,950,000 – from \$800,000 to \$2,750,000 – for legal services related to labor and employment issues, including multiple lawsuits filed by former and current employees; and (ii) authorize the transfer of \$500,000 from Outside Counsel Litigation Support Designated Reserves to Program 205 – Litigation to cover the Air District's portion of the litigation costs.

Approximately 75% of the attorneys fees related to the lawsuits are being covered by the Air District's insurance, subject to a reservation of rights. But approximately 25% are not being covered, giving rise to the need for the \$500,000 transfer from designated reserves.

BACKGROUND

Since August 2023, four current and former employees have filed lawsuits against the Air District related to their employment with the Air District and two others have indicated that they may do so as well. RPLG has successfully managed to significantly pare back the claims asserted in these cases, but there are still a substantial number of claims that will have to be litigated.

The Air District currently has a legal services agreement with RPLG (Contract No. 2022.154) to provide legal services related to labor and employment issues, including representation in this litigation, with a contract limit of \$800,000. The Air District has paid approximately \$597,000 to RPLG to date under this contract, and substantial further attorneys fees are expected. The Air District therefore needs to increase the contract limit to allow RPLG to continue to represent the Air District in these matters. RPLG expects that an increase in an amount of \$1,950,000 – up to a new contract limit of \$2,750,000 – may be necessary to cover anticipated work to defend these cases through upcoming discovery and dispositive summary judgment/summary adjudication motions (although litigation is inherently uncertain and the actual costs could be more or less than this amount). This substantial increase would be necessary because of the number of cases and the wide-ranging claims asserted in them, which contain a multitude of allegations spanning many years. RPLG expects that it may have to engage in depositions, document requests and

interrogatories in all of the cases, and may need to file and defend against pre-trial motions, all of which will entail significant effort. The parties need to amend their engagement letter to allow RPLG to undertake this work.

**It is also important to note that the Air District's insurance carrier has agreed to cover approximately ¾ of the Air District's defense costs in this litigation, subject to a reservation of rights. It is therefore unlikely that the Air District will ultimately have to pay for all of the \$2,750,000 in work that RPLG may undertake under this amendment.** However, given the reservation of rights, there is a possibility that the insurance carrier could change its position and deny coverage. If the Air District were ultimately unable to obtain insurance coverage, it would be required to pay for the full amount of RPLG's work under the agreement. Therefore, out of an abundance of caution and to provide full visibility by the Board into this contract, staff are requesting approval to execute this contract amendment to increase the cost limit to \$2,750,000 -- even though we do not expect the Air District will have to pay that amount.

The Air District will be required to pay for the costs of this representation above what is currently being covered by insurance, however. As noted above, the Air District's share of the defense costs is expected to be approximately 25% of total attorneys fees. Staff therefore request that the Board approve the transfer of \$500,000 from Outside Counsel Litigation Support Designated Reserves to Program 205 – Litigation to cover the Air District's portion of the litigation costs.

## DISCUSSION

Section 8.2(b)(5) of the Administrative Code provides that in hiring outside counsel, the General Counsel shall endeavor to follow the Air District's Procurement Policy to the extent practicable under the circumstances but need not be strictly bound by that Policy. This agreement is consistent with all of the purposes of the Policy and comports with the requirements of Section 8.2(b)(5) because the Air District conducted a "Request for Qualifications" process (RFQ #2023-035) to pre-qualify outside counsel firms with expertise in multiple areas of law in accordance with Section 8(f) of the Procurement Policy. RPLG submitted a proposal and qualified for several categories, including litigation services related to personnel actions. This agreement was entered into by the District Counsel prior to this RFQ process, however, so it is technically not covered by the RFQ, and this contract amendment cannot rely on the RFQ process for purposes of complying with the requirements of the Procurement Policy. But the use of RPLG for this work under the agreement as contemplated by the proposed contract amendment is consistent with all the "Procurement Principles" identified in Section 7 of the Procurement Policy. Engaging RPLG is fully compliant with all local, state and federal rules and regulations: RPLG has shown through its work for the Air District to date that it can meet the organization's needs effectively and efficiently; the firm's rates compare favorably with the rates of other similar law firms, as demonstrated through the submissions received in the RFQ process, in which RPLG's rates were among the lowest; the RFQ maintained the fairness and integrity of an open and competitive process, as it publicly advertised the Air District's solicitation for these services; and it allowed the Air District to review and consider similar firms and ensure that there are no other firms better suited to provide the services required here. Retaining RPLG to perform this work thus furthers all of the purposes for which the Policy was adopted.

RPLG has been highly effective thus far in representing the Air District and has completed substantial legal work on these lawsuits. It is therefore recommended that RPLG continue representation of the Air District in the current litigation, and that the current agreement with RPLG be amended to increase the limit on fees to allow RPLG to perform this work.

This legal services agreement is one of three contracts that the Air District entered with RPLG. The other two are Contract No. 2023.106, entered into on June 12, 2023, and Contract No. 2024.111, entered into on July 18, 2024, both of which are for professional consulting services with respect to the Air District’s Administrative Code Update project. Those agreements have not-to-exceed contract limits of \$75,000 and \$29,000, respectively.

BUDGET CONSIDERATION/FINANCIAL IMPACT

Since the Air District's insurance carrier is covering only a portion of the attorneys fees in this limitation, staff anticipate that the Air District will be required to pay up to \$500,000 of the requested \$1,950,000 increase in the contract amount. The Fiscal Year 2024-2025 budget includes \$2 million in designated reserves for outside counsel litigation support. If this item is approved, \$500,000 will be transferred from these designated reserves to amend the Fiscal Year 2024-2025 Legal Division’s program budget and added to Program 205 – Litigation Services to support this contract amendment.

Respectfully submitted,

Philip M. Fine  
Executive Officer/APCO

Prepared by: Carrie Schilling  
Reviewed by: Alexander G. Crockett

ATTACHMENTS:

- 1. Renne Public Law 2022.154\_exe
- 2. Renne Public Law 2022.154 Amendment 1\_exe
- 3. Renne Public Law 2022.154 Amendment 2\_exe
- 4. Renne Public Law 2022.154 Amendment 3\_exe
- 5. Renne Public Law 2022.154 Amendment 4\_exe
- 6. Renne Public Law 2022.154 Amendment 5\_exe
- 7. Renne Public Law 2022.154 Amendment 6\_exe
- 8. Renee Public Law Group Legal Services Agreement Amendment 7 - DRAFT

**RPLG** Renne Public Law Group®  
350 Sansome Street | Suite 300  
San Francisco, CA 94104

Arthur A. Hartinger  
[ahartinger@publiclawgroup.com](mailto:ahartinger@publiclawgroup.com)  
(415) 848-72400

June 3, 2022

Via Email – [ACrockett@baaqmd.gov](mailto:ACrockett@baaqmd.gov)>

Alexander Crockett  
Chief Attorney  
Bay Area Air Quality Management District  
375 Beale Street, Suite 600  
San Francisco, CA 94105

**Re: Legal Services Agreement (General Advice in Labor and Employment)**

Dear Mr. Crockett:

Thank you for retaining Renne Public Law Group, LLP (“RPLG”) to provide legal services on behalf of Bay Area Air Quality Management District. We appreciate the opportunity to serve as your lawyers and look forward to working with you on this matter.

This Legal Services Agreement (“Agreement”) sets forth our agreement concerning the legal services we will provide and our fee and expense reimbursement arrangements for those services. Please read the entire Agreement before signing and returning it to us.

**1. Scope of Engagement.** We will provide general advice, representation in administrative proceedings, and other legal work in the area of labor and employment. Our work is limited to such services. When we agree to provide legal services in discrete matters, we will confirm the engagement and bill separately for such services.

**2. Fees and Personnel.** As compensation for our services, my hourly fee will be \$450.00, and our overall current public sector rates are attached as Attachment A.

I will be the attorney in charge of your matter[s]. However, this agreement retains the legal services of our law firm and not of a particular attorney. If other attorneys and/or paralegals are assigned to work on your matter, then current hourly rates of those individuals will be utilized. (See Attachment A.).

Rates will generally be increased annually on January 1 by the greater of 3% or the relevant local CPI increase over the prior 12-month period, rounded to the nearest \$5.

In the unlikely event of a dispute over fees, the parties agree that the dispute will be submitted to arbitration pursuant to the State Bar’s Mandatory Fee Arbitration Program.

**3. Billing and Payment Responsibilities.** We will send monthly statements which are due within 30 days of receipt. If you have any questions about an invoice, please promptly



Legal Services Agreement  
Page 2

telephone or write me so that we may discuss these matters. Billing is done in 1/10ths of an hour increments. Total billed amounts are not to exceed \$30,000.00.

Our Statement of Fee and Billing Information, which sets forth the details of our disbursement and expense policy, is attached as ATTACHMENT B.

**4. Termination of Services.** You may terminate RPLG's services at any time by written notice. After receiving such notice, we will cease providing services. We will cooperate with you in the orderly transfer of all related files and records to your new counsel.

RPLG may terminate its services for any reason upon reasonable written notice, consistent with the Rules of Professional Responsibility. If we terminate our services, you agree to execute a substitution of attorneys promptly and otherwise cooperate in effecting that termination.

Termination of our services, whether by you or by us, will not relieve the obligation to pay for services rendered and costs incurred before our services formally ceased.

**5. No Guarantee of Outcome.** Any comments made by us about the potential outcome of this matter are expressions of opinion only and are not guarantees or promises about any outcome or results.

**6. Government Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California as applicable.

**7. Entire Agreement; Full Understanding; Modifications in Writing.** This letter contains our entire agreement about our representation. Any modifications or additions to this Agreement must be made in writing.

**8. Joint Representation.** Our firm maintains Of Counsel agreements with certain legal specialists. Because these individuals are deemed independent contractors under the applicable provisions of the tax laws and not employees of the firm, it is necessary that you consent to dual representation by the firm and the specialist in the event the matter which you have engaged us to handle requires the use of that specialist. This arrangement has no effect whatsoever on the cost of your legal services, rather it is an ethical requirement that we disclose this fact and that you consent. You are consenting by signing this letter.

Very truly yours,

DocuSigned by:  
  
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Arthur A. Hartinger



Legal Services Agreement  
Page 3

Attachments: **Public Sector Fee Schedule**  
Statement of Fee and Billing Information

cc: RPLG Billing Department

These terms are accepted and agreed to as of the date of this letter.

By:  DocuSigned by:  
Alexander Crockett  
B5AE1A26FCA4453...

Print Name: Alexander Crockett

Title: District Counsel

By:  DocuSigned by:  
Sharon Landers  
522CD4246A5149B...

Print Name: Sharon Landers

Title: Interim Executive Officer

## ATTACHMENT A

### **PUBLIC SECTOR FEE SCHEDULE EFFECTIVE JANUARY 1, 2022 TO DECEMBER 31, 2022**

Partners:	\$395- \$500
Of Counsel:	\$350 - \$450
Associates:	\$295 - \$350
Law Clerks:	\$195 - \$295
Paralegals:	\$145 - \$225
Analysts:	\$125 - \$275
Consultants:	\$195 - \$475

Our rates adjust every January by the greater of 3% or the relevant local CPI increase over the prior 12-month period, rounded to the nearest \$5.



## ATTACHMENT B

### STATEMENT OF FEE AND BILLING INFORMATION

The following is a general description of our fee and billing policies. These general policies may be modified by the specific engagement letter or agreement to which this summary is attached.

**Professional Fees.** Our fees for professional services are based on the fair value of the services rendered. To help us determine the value of our services, our attorneys and paralegals maintain time records for each client and matter. Our attorneys and paralegals are assigned hourly rates which are based on years of experience, specialization, training and level of professional attainment. We adjust our rates periodically (usually at the beginning of each year) to take into account inflation and the increased experience of our professional personnel.

To keep professional fees at a minimum, legal work that does not require more experienced attorneys will be performed, where feasible, by attorneys with lower billing rates. Of course, the quality of the work is paramount, and we do not sacrifice quality to economy.

Before undertaking a particular assignment, we will, if requested, provide you with a fee estimate to the extent possible. Estimates are not possible for some matters, however, and cannot be relied on in many others because the scope of our work will not be clear at the outset. When a fee estimate is given, it is only an estimate; it is not a maximum or minimum fee quotation. The actual fee may be more or less than the quoted estimate.

**Billing and Payment Procedures.** Unless other arrangements are made at the time of the engagement, invoices will be sent monthly. Invoices for outside services exceeding \$100 may be billed separately. Occasionally, however, we may defer billing for a given month or months if the accrued fees and costs do not warrant current billing or if other circumstances would make it appropriate to defer billing.

Our invoices contain a brief narrative description of the work performed; if requested, the initials of the attorney who performed the work will appear on the statement. The invoice will include a line item reflecting in-house administrative costs. The firm's in-house administrative costs include duplicating, facsimile charges, telephone charges, e-mail, postage, mileage and other administrative expenses.

In addition, RPLG charges separately for certain costs incurred in the representation, as well as for any disbursements to third parties made on a client's behalf. Such costs and disbursements include, for example, the following: travel (at the IRS rate in effect at the time the travel occurs), computer-assisted research, transcription, overnight delivery and messenger services. For major disbursements to third parties, invoices may be sent directly to you for payment. RPLG also bills for time spent traveling on a client's behalf at our normal hourly rates.



If you have any questions regarding an invoice, the Operations Manager is available to answer your questions. For any unresolved matters, the Bar Association has an arbitration mechanism that can be used to resolve such matters.



Arthur A. Hartinger  
[ahartinger@publiclawgroup.com](mailto:ahartinger@publiclawgroup.com)  
(415) 848-72400

August 29, 2022

Via Email – [ACrockett@baaqmd.gov](mailto:ACrockett@baaqmd.gov)

Sharon Landers  
Interim Executive Officer/APCO  
Alexander Crockett  
District Counsel  
Bay Area Air Quality Management District  
375 Beale Street, Suite 600  
San Francisco, CA 94105

**Re: Legal Services Agreement (General Advice in Labor and Employment)**

Dear Ms. Landers and Mr. Crockett:

On behalf of Renne Public Law Group, LLP (“RPLG”), we appreciate the opportunity to provide legal services to the Bay Area Air Quality Management District in the area of labor and employment. Per our recent discussions, this letter is to amend our existing Legal Services Agreement dated (for identification purposes only) June 2, 2022, to increase the cap on fees from \$30,000 to \$95,000.

By this amendment, the sentence in Section 3 of the Legal Services Agreement that reads “Total billed amounts are not to exceed \$30,000.00” shall be and is replaced by the following sentence: “Total billed amounts are not to exceed \$95,000.00”. All other provisions of the Legal Services Agreement shall remain the same.

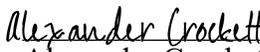
Very truly yours,

  
Arthur A. Hartinger

cc: RPLG Billing Department

These terms are accepted and agreed to as of the date of this letter.

DocuSigned by:  
  
Sharon Landers  
Interim Executive Officer/APCO

DocuSigned by:  
  
Alexander Crockett  
District Counsel

Date: 9/8/2022

Date: 9/8/2022



Arthur A. Hartinger  
[ahartinger@publiclawgroup.com](mailto:ahartinger@publiclawgroup.com)  
(415) 848-72400

September 23, 2022

Via Email – [ACrockett@baaqmd.gov](mailto:ACrockett@baaqmd.gov)>

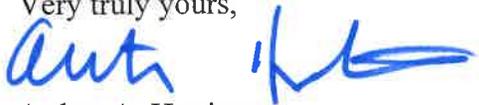
Sharon Landers  
Interim Executive Officer/APCO  
Alexander Crockett  
District Counsel  
Bay Area Air Quality Management District  
375 Beale Street, Suite 600  
San Francisco, CA 94105

**Re: Legal Services Agreement (General Advice in Labor and Employment)**

Dear Ms. Landers and Mr. Crockett:

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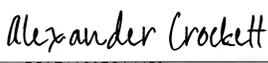
By this amendment, the sentence in Section 3 of the Legal Services Agreement that (per the August 29, 2022 amendment) reads “Total billed amounts are not to exceed \$95,000.00” shall be and is replaced by the following sentence: “Total billed amounts are not to exceed \$200,000.00”. All other provisions of the Legal Services Agreement shall remain the same.

Very truly yours,  
  
Arthur A. Hartinger

cc: RPLG Billing Department

These terms are accepted and agreed to as of the date of this letter.

DocuSigned by:  
  
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Sharon Landers  
Interim Executive Officer/APCO

DocuSigned by:  
  
B5AE1A26FCA4453...  
Alexander Crockett  
District Counsel

Date: 10/27/2022

Date: 10/27/2022



Arthur A. Hartinger  
[ahartinger@publiclawgroup.com](mailto:ahartinger@publiclawgroup.com)  
(415) 848-72400

January 30, 2023

*Via Email* – [ACrockett@baaqmd.gov](mailto:ACrockett@baaqmd.gov)>

Sharon Landers  
Interim Executive Officer/APCO  
Alexander Crockett  
District Counsel  
Bay Area Air Quality Management District  
375 Beale Street, Suite 600  
San Francisco, CA 94105

**Re: Legal Services Agreement (General Advice in Labor and Employment)**

Dear Ms. Landers and Mr. Crockett:

On behalf of Renne Public Law Group, LLP (“RPLG”), we appreciate the opportunity to provide legal services to the Bay Area Air Quality Management District in the area of labor and employment. Per our recent discussions, this letter is to amend our existing Legal Services Agreement dated (for identification purposes only) June 2, 2022, as amended by our subsequent Amendments dated (for identification purposes only) August 29, 2022, and September 23, 2022, to increase the cap on fees from \$200,000 to \$300,000.

By this amendment, the sentence in Section 3 of the Legal Services Agreement that (per the August 29 and September 23, 2022 amendments) reads “Total billed amounts are not to exceed \$200,000.00” shall be and is replaced by the following sentence: “Total billed amounts are not to exceed \$300,000.00”. All other provisions of the Legal Services Agreement shall remain the same.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Arthur Hartinger", with a stylized flourish at the end.

Arthur A. Hartinger

cc: RPLG Billing Department

These terms are accepted and agreed to as of the date of this letter.



DocuSigned by:

*Sharon Landers*

7180203A08BE42D...

Sharon Landers  
Interim Executive Officer/APCO

Date: 2/3/2023

DocuSigned by:

*Alexander Crockett*

B5AE1A26FCA4463

Alexander Crockett  
District Counsel

Date: 2/3/2023



Arthur A. Hartinger  
[ahartinger@publiclawgroup.com](mailto:ahartinger@publiclawgroup.com)  
(415) 848-72400

March 22, 2023

Via Email – [ACrockett@baaqmd.gov](mailto:ACrockett@baaqmd.gov)>

Philip M. Fine  
Executive Officer/APCO  
Alexander Crockett  
District Counsel  
Bay Area Air Quality Management District  
375 Beale Street, Suite 600  
San Francisco, CA 94105

**Re: Legal Services Agreement (General Advice in Labor and Employment)**

Dear Dr. Fine and Mr. Crockett:

On behalf of Renne Public Law Group, LLP (“RPLG”), we appreciate the opportunity to provide legal services to the Bay Area Air Quality Management District in the area of labor and employment. Per our recent discussions, this letter is to amend our existing Legal Services Agreement dated (for identification purposes only) June 2, 2022, as amended by our subsequent Amendments dated (for identification purposes only) August 29, 2022, September 23, 2022, and February 3, 2023, to increase the cap on fees from \$300,000 to \$400,000.

By this amendment, the sentence in Section 3 of the Legal Services Agreement that (per the August 29 and September 23, 2022, and February 3, 2023, amendments) that reads “Total billed amounts are not to exceed \$300,000.00” shall be and is replaced by the following sentence: “Total billed amounts are not to exceed \$400,000.00”. All other provisions of the Legal Services Agreement shall remain the same.

Very truly yours,

Arthur A. Hartinger

cc: RPLG Billing Department

These terms are accepted and agreed to as of the date of this letter.

DocuSigned by:  
  
Philip M. Fine  
Executive Officer/APCO

DocuSigned by:  
  
Alexander Crockett  
District Counsel

Date: 4/17/2023

Date: 4/17/2023



Arthur A. Hartinger  
Partner  
[ahartinger@publiclawgroup.com](mailto:ahartinger@publiclawgroup.com)  
(415) 848-7200

May 30, 2023

Via Email – [ACrockett@baaqmd.gov](mailto:ACrockett@baaqmd.gov)

Philip M. Fine  
Executive Officer/APCO  
Alexander Crockett  
District Counsel  
Bay Area Air Quality Management District  
375 Beale Street, Suite 600  
San Francisco, CA 94105

**Re: Legal Services Agreement (General Advice in Labor and Employment)**

Dear Dr. Fine and Mr. Crockett:

On behalf of Renne Public Law Group, LLP (“RPLG”), we appreciate the opportunity to provide legal services to the Bay Area Air Quality Management District in the area of labor and employment. Per our recent discussions, this letter is to amend our existing Legal Services Agreement dated (for identification purposes only) June 2, 2022, as amended by our subsequent Amendments dated (for identification purposes only) August 29, 2022, September 23, 2022, February 3, 2023, and April 5, 2023, to increase the cap on fees from \$400,000 to \$550,000.

By this amendment, the sentence in Section 3 of the Legal Services Agreement that (per the August 29 and September 23, 2022, February 3, 2023, and April 5, 2023, amendments) that reads “Total billed amounts are not to exceed \$400,000.00” shall be and is replaced by the following sentence: “Total billed amounts are not to exceed \$550,000.00”. All other provisions of the Legal Services Agreement shall remain the same.

Very truly yours,

Arthur A. Hartinger

cc: RPLG Billing Department

These terms are accepted and agreed to as of the date of this letter.

DocuSigned by:  
  
7314B577922A46A...  
Philip M. Fine  
Executive Officer/APCO

DocuSigned by:  
  
6DC7110552B5451...  
Alexander Crockett  
District Counsel

Date: 6/27/2023

Date: 6/26/2023



Arthur A. Hartinger  
Partner  
[ahartinger@publiclawgroup.com](mailto:ahartinger@publiclawgroup.com)  
(415) 848-7200

September 25, 2023

Via Email – [ACrockett@baaqmd.gov](mailto:ACrockett@baaqmd.gov)

Philip M. Fine  
Executive Officer/APCO  
Alexander Crockett  
District Counsel  
Bay Area Air Quality Management District  
375 Beale Street, Suite 600  
San Francisco, CA 94105

**Re: Legal Services Agreement (General Advice in Labor and Employment)**

Dear Dr. Fine and Mr. Crockett:

On behalf of Renne Public Law Group, LLP (“RPLG”), we appreciate the opportunity to provide legal services to the Bay Area Air Quality Management District in the area of labor and employment. Per our recent discussions, this letter is to amend our existing Legal Services Agreement dated (for identification purposes only) June 2, 2022, as amended by our subsequent Amendments dated (for identification purposes only) August 29, 2022, September 23, 2022, February 3, 2023, April 5, 2023, and June 7, 2023, to increase the cap on fees from \$550,000 to \$800,000.

By this amendment, the sentence in Section 3 of the Legal Services Agreement that (per the August 29 and September 23, 2022, and February 3, April 5, and June 7, 2023, amendments) that reads “Total billed amounts are not to exceed \$550,000.00” shall be and is replaced by the following sentence: “Total billed amounts are not to exceed \$800,000.00”. All other provisions of the Legal Services Agreement shall remain the same.

Very truly yours,

Arthur A. Hartinger

cc: RPLG Billing Department

These terms are accepted and agreed to as of the date of this letter.

DocuSigned by:  
  
Philip M. Fine  
Executive Officer/APCO

Date: 11/16/2023

DocuSigned by:  
  
Alexander Crockett  
District Counsel

Date: 11/16/2023

Arthur A. Hartinger  
Partner  
[ahartinger@publiclawgroup.com](mailto:ahartinger@publiclawgroup.com)  
(415) 848-7200

August 20, 2024

Via Email – [ACrockett@baaqmd.gov](mailto:ACrockett@baaqmd.gov)

Alexander Crockett  
General Counsel  
Bay Area Air Quality Management District  
375 Beale Street, Suite 600  
San Francisco, CA 94105

**Re: Legal Services Agreement (General Advice in Labor and Employment)**

Dear Mr. Crockett:

On behalf of Renne Public Law Group, LLP (“RPLG”), we appreciate the opportunity to provide legal services to the Bay Area Air Quality Management District in the area of labor and employment. Per our recent discussions, this letter is to amend our existing Legal Services Agreement dated (for identification purposes only) June 2, 2022, as amended by our subsequent Amendments dated (for identification purposes only) August 29, 2022, September 23, 2022, February 3, 2023, April 5, 2023, June 7, 2023, and November 16, 2023, to increase the cap on fees from \$800,000 to \$2,750,000.

By this amendment, the sentence in Section 3 of the Legal Services Agreement that (per the August 29 and September 23, 2022, and February 3, April 5, June 7, and November 16, 2023, amendments) reads “Total billed amounts are not to exceed \$800,000.00” shall be and is replaced by the following sentence: “Total billed amounts are not to exceed \$2,750,000.00”. All other provisions of the Legal Services Agreement shall remain the same.

Very truly yours,



Arthur A. Hartinger

cc: RPLG Billing Department

These terms are accepted and agreed to as of the date of this letter.

---

Alexander Crockett  
General Counsel

Date: \_\_\_\_\_

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

## Memorandum

To: Chairperson Davina Hurt and Members  
of the Board of Directors

From: Philip M. Fine  
Executive Officer/APCO

Date: September 4, 2024

Re: Authorization to Amend Legal Services Agreement with Woodruff & Smart

RECOMMENDED ACTION

Recommend the Board of Directors authorize the General Counsel to execute an amendment to the existing Legal Services Agreement with Woodruff & Smart to increase the current contract limit by \$1,000,000, from \$2,000,000 to \$3,000,000, for continued representation in the matter of *The Athletics Investment Group LLC v. Bay Area Air Quality Management District et al.* All of these litigation costs are being covered by the Air District's insurance, subject to a reservation of rights.

BACKGROUND

The Air District is currently in litigation with the owners of the Oakland Athletics baseball club ("the As") in a lawsuit alleging that the Air District has improperly issued permits to Schnitzer Steel Industries, Inc., for Schnitzer's metal shredding facility in Oakland. The lawsuit seeks an order requiring the Air District to revoke the facility's permit to operate. The Air District denies that it has improperly issued any permits and is vigorously contesting the case.

The Air District is being represented in this litigation by Woodruff & Smart and its Director Bradley Hogin, Esq. Woodruff & Smart and Mr. Hogin have extensive experience representing agencies like the Air District in lawsuits like this one where a permit issued to a regulated entity is being challenged by a third party. Mr. Hogin has in fact represented other California air districts in permit challenges highly similar to this one, among other similar matters.

DISCUSSION

The current legal services agreement with Woodruff & Smart has a budget limit of \$2,000,000 to represent the Air District through trial in this matter. Since the current agreement was signed, however, the As have aggressively sought continued discovery of Air District documents and information that was not initially anticipated, using as many as a dozen lawyers to prosecute these discovery efforts. Notably, the As have sought numerous confidential documents that the Air District considers exempt from disclosure, which has required Woodruff & Smart to review large numbers of documents and file and oppose numerous discovery motions in order to comply

with court orders while protecting the Air District's interests. As a result of this process, the Air District has now produced well over 20,000 documents and has made its "person most knowledgeable" witness available for an additional deposition that was not initially anticipated. As a result of this unexpected, additional discovery work, Woodruff & Smart have now incurred fees of \$1,919,443, necessitating an increase in the current \$2,000,000 contract limit under the current legal services agreement to allow Woodruff & Smart to continue to represent the Air District in this litigation.

The General Counsel therefore seeks approval from the Board of Directors to authorize an amendment to the current legal services agreement to increase the maximum contract amount to \$3,000,000 to cover work through the remainder of the completion of the discovery process, including the remaining work needed to respond to the As' unanticipated document requests and depositions, as well as pre-trial briefing and taking the case through to the trial in this writ petition case. This is only an estimate, as litigation costs cannot be predicted with certainty, and it is possible that actual litigation costs will be less than or more than this projected estimate. Woodruff & Smart will provide the District with advance notice if it expects its fees to exceed \$3,000,000. In the event that it looks like costs will exceed this amount, staff will come back to the Board to seek a supplemental authorization before exceeding the authorized limit of \$3,000,000.

**These defense costs are being covered through the Air District's insurance policies, subject to a reservation of rights. As a result, staff do not expect that the Air District will be required to pay these fees itself.** The work is being undertaken on the Air District's behalf, however, and Woodruff & Smart are representing the Air District as their client, so the Legal Services Agreement between the two parties needs to be amended to reflect the full scope of the work to be undertaken.

This legal services agreement is one of two that the Air District has with Woodruff & Smart. The other is Contract No. 2022.293, for representation in the matter of *Communities for a Better Environment v. Bay Area Air Quality Management District et al.*, the litigation regarding Air District Regulation 11-18. That agreement has a not-to-exceed contract limit of \$95,000. Woodruff & Smart has billed approximately \$51,000 under that agreement. Staff do not anticipate any further billings under that agreement, as the case has been fully resolved.

#### BUDGET CONSIDERATION/FINANCIAL IMPACT

This representation is being paid for by the Air District's insurance carrier, subject to a reservation of rights. The additional cost of this litigation beyond what was originally anticipated will therefore not have any budgetary or financial impact. However, since the insurer is covering this liability under a reservation of rights, it remains possible (although unlikely) that some reason may emerge that causes the insurer to decline coverage and seek to recoup the amounts it has paid in this matter, and in that situation the Air District would be required to pay for this representation. Given the low probability that this eventuality could occur, the Air District has not budgeted for this outcome, although there are significant funds in the Air District's reserves that could cover these costs if that eventuality comes to pass.

Respectfully submitted,

Philip M. Fine  
Executive Officer/APCO

Prepared by: Alexander Crockett

ATTACHMENTS:

1. Woodruff Spradlin Engagement Letter - Contract 2022-138 - 5-27-2022
2. Amendment 1 to Woodruff Spradlin Engagement Letter - Contract 2022-138
3. Amendment 2 to Woodruff Spradlin Engagement Letter - Contract 2022-138
4. Amendment 3 to Woodruff & Smart Engagement Letter - Contract 2022-138
5. Amendment 4 to Woodruff & Smart Engagement Letter - Contract 2022.138
6. Draft Amendment 5 to Woodruff & Smart Engagement Letter - Contract 2022.138 - August 2024



BRADLEY R. HOGIN  
DIRECT DIAL: (714) 415-1006  
DIRECT FAX: (714) 415-1106  
E-MAIL: BHOGIN@WSS-LAW.COM

May 26, 2022

**VIA FIRST CLASS AND ELECTRONIC MAIL**

Alexander Crockett  
Interim Executive Officer/APCO  
Bay Area Air Quality Management District  
375 Beale Street, Suite 600  
San Francisco, CA 94105  
ACrockett@baaqmd.gov

Re: *The Athletics Investment Group, LLC v. Bay Area Air Quality Management District*

Dear Sandy:

You have asked us to represent and advise the Bay Area Air Quality Management District (the "District") in connection with *The Athletics Investment Group, LLC v. Bay Area Air Quality Management District* case.

Scope of the Engagement. You have requested our advice in connection with the above-referenced matter.

Professional Services and Fees. Our professional fees for legal services will be determined by the amount of time our attorneys and paralegals spend on this engagement based on their applicable hourly rates in effect at the time our invoices are rendered. The applicable hourly rates for attorneys and paralegals are listed on the attached Rate Schedule. As indicated on the Rate Schedule, our hourly rates may be adjusted from time to time.

Expenses and Other Charges. In addition to fees for our professional services, there will be charges for expenses which we incur such as court costs, long distance telephone charges, computerized legal research, copying, and faxes. Expenses incurred will be billed at amounts that are competitive with other sources of the same products or services.

Invoices and Payments. We will render our invoices to you monthly for legal services, expenses and other charges. Our invoices are payable upon receipt and are considered overdue if not paid within thirty (30) days. Any statement not paid within sixty (60) days of the date of the statement will incur finance charges at the rate of one and one-half percent (1½ %) per month, compounded monthly.

Termination of Agreement. The District has the right to terminate the services of our firm at any time for any reason. The firm also retains the right to terminate this agreement at any time for any reason.

Budget. We understand that there is an initial budget of \$30,000. Our fees will not exceed that amount without further authorization from you. We will notify you if and when the budget is exhausted.

Acceptance of Engagement. If the terms as set forth in this letter are acceptable to you, please execute the enclosed copy and return it to us. Upon our receipt of the executed copy we will be pleased to commence our engagement.

We are pleased that you have selected Woodruff, Spradlin & Smart to represent the District in this matter.

Very truly yours,

  
\_\_\_\_\_  
Bradley R. Hogin  
WOODRUFF, SPRADLIN & SMART  
A Professional Corporation

**ACCEPTED AND AGREED TO:**

DocuSigned by:  
  
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Sharon Landers  
Interim Executive Officer/APCO  
Bay Area Air Quality Management District

DocuSigned by:  
  
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Alexander Crockett  
Counsel  
Bay Area Air Quality Management District

**WOODRUFF, SPRADLIN & SMART  
RATE SCHEDULE**

**Identification**

Client: Bay Area Air Quality Management District  
Matter: *Oakland A's v. Bay Area Air Quality Management District*

**Hourly Rates for Legal Personnel**

Directors: \$425 per hour  
Associates: \$325 per hour  
Paralegals: \$170 per hour

**Standard Charges**

Attorney charges for Attorney's time in minimum units of six minutes.

**Costs and Expenses**

Costs advanced will be charged at rates which are competitive with other sources of the same products or services. Rates for in-house costs are currently:

In-office photocopying \$0.25 per page  
Clerical staff overtime \$55.00 per hour

**Subject to Change**

The rates on this schedule are subject to change on 30 days' written notice.



BRADLEY R. HOGIN  
DIRECT DIAL: (714) 415-1006  
DIRECT FAX: (714) 415-1106  
E-MAIL: BHOGIN@WSS-LAW.COM

Amendment No. 1 to Agreement 2022.138  
July 29, 2022

**ELECTRONIC MAIL**

Alexander Crockett, Esq.  
District Counsel  
Bay Area Air Quality Management District  
375 Beale Street, Suite 600  
San Francisco, CA 94105  
ACrockett@baaqmd.gov

Re: *The Athletics Investment Group, LLC v. Bay Area Air Quality Management District*

Dear Sandy:

As we discussed, you have increased the budget for the above-entitled matter to \$95,000. Our fees will not exceed that amount without further authorization from you. We will notify you if and when the budget is exhausted.

Very truly yours,

Bradley R. Hogin  
WOODRUFF, SPRADLIN & SMART  
A Professional Corporation

**ACCEPTED AND AGREED TO:**

DocuSigned by:  
  
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Alexander Crockett  
District Counsel  
Bay Area Air Quality Management District

DocuSigned by:  
  
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(Signature)

Veronica Eady  
Acting Interim Executive Officer/APCO  
Bay Area Air Quality Management District

July 29, 2022

**ELECTRONIC MAIL**

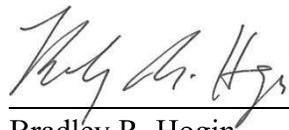
Alexander Crockett, Esq.  
District Counsel  
Bay Area Air Quality Management District  
375 Beale Street, Suite 600  
San Francisco, CA 94105  
ACrockett@baaqmd.gov

Re: *The Athletics Investment Group, LLC v. Bay Area Air Quality Management District*

Dear Sandy:

As we have discussed, this letter is to amend the existing Legal Services Agreement between our firm and the Bay Area Air Quality Management District to increase the cap on fees from \$95,000 to \$400,000. Our fees will not exceed \$400,000 without further authorization from you. We will notify you if and when the budget is exhausted. All other provisions of the Agreement remain the same.

Very truly yours,



---

Bradley R. Hogin  
WOODRUFF, SPRADLIN & SMART  
A Professional Corporation

**ACCEPTED AND AGREED TO:**

---

Sharon Landers  
Interim Executive Officer/APCO  
Bay Area Air Quality Management District

---

Alexander Crockett  
District Counsel  
Bay Area Air Quality Management District



BRADLEY R. HOGIN  
DIRECT DIAL: (714) 415-1006  
DIRECT FAX: (714) 415-1106  
E-MAIL: BHOGIN@WSS-LAW.COM

May 26, 2022

**VIA FIRST CLASS AND ELECTRONIC MAIL**

Alexander Crockett  
Interim Executive Officer/APCO  
Bay Area Air Quality Management District  
375 Beale Street, Suite 600  
San Francisco, CA 94105  
ACrockett@baaqmd.gov

Re: *The Athletics Investment Group, LLC v. Bay Area Air Quality Management District*

Dear Sandy:

You have asked us to represent and advise the Bay Area Air Quality Management District (the "District") in connection with *The Athletics Investment Group, LLC v. Bay Area Air Quality Management District* case.

Scope of the Engagement. You have requested our advice in connection with the above-referenced matter.

Professional Services and Fees. Our professional fees for legal services will be determined by the amount of time our attorneys and paralegals spend on this engagement based on their applicable hourly rates in effect at the time our invoices are rendered. The applicable hourly rates for attorneys and paralegals are listed on the attached Rate Schedule. As indicated on the Rate Schedule, our hourly rates may be adjusted from time to time.

Expenses and Other Charges. In addition to fees for our professional services, there will be charges for expenses which we incur such as court costs, long distance telephone charges, computerized legal research, copying, and faxes. Expenses incurred will be billed at amounts that are competitive with other sources of the same products or services.

Invoices and Payments. We will render our invoices to you monthly for legal services, expenses and other charges. Our invoices are payable upon receipt and are considered overdue if not paid within thirty (30) days. Any statement not paid within sixty (60) days of the date of the statement will incur finance charges at the rate of one and one-half percent (1½ %) per month, compounded monthly.

Termination of Agreement. The District has the right to terminate the services of our firm at any time for any reason. The firm also retains the right to terminate this agreement at any time for any reason.

Budget. We understand that there is an initial budget of \$30,000. Our fees will not exceed that amount without further authorization from you. We will notify you if and when the budget is exhausted.

Acceptance of Engagement. If the terms as set forth in this letter are acceptable to you, please execute the enclosed copy and return it to us. Upon our receipt of the executed copy we will be pleased to commence our engagement.

We are pleased that you have selected Woodruff, Spradlin & Smart to represent the District in this matter.

Very truly yours,

  
\_\_\_\_\_  
Bradley R. Hogin  
WOODRUFF, SPRADLIN & SMART  
A Professional Corporation

**ACCEPTED AND AGREED TO:**

DocuSigned by:  
  
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Sharon Landers  
Interim Executive Officer/APCO  
Bay Area Air Quality Management District

DocuSigned by:  
  
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Alexander Crockett  
Counsel  
Bay Area Air Quality Management District

**WOODRUFF, SPRADLIN & SMART  
RATE SCHEDULE**

**Identification**

Client: Bay Area Air Quality Management District  
Matter: *Oakland A's v. Bay Area Air Quality Management District*

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Associates: \$325 per hour  
Paralegals: \$170 per hour

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Attorney charges for Attorney's time in minimum units of six minutes.

**Costs and Expenses**

Costs advanced will be charged at rates which are competitive with other sources of the same products or services. Rates for in-house costs are currently:

In-office photocopying \$0.25 per page  
Clerical staff overtime \$55.00 per hour

**Subject to Change**

The rates on this schedule are subject to change on 30 days' written notice.

# WOODRUFF

Woodruff & Smart  
A Professional Corporation

BRADLEY R. HOGIN  
DIRECT DIAL: (714) 415-1006  
E-MAIL: BHOGIN@WOODRUFF.LAW

July 10, 2023

**VIA ELECTRONIC AND REGULAR MAIL**

Alexander Crockett, Esq.  
District Counsel  
Bay Area Air Quality Management District  
375 Beale Street, Suite 600  
San Francisco, CA 94105  
ACrockett@baaqmd.gov

Re: *The Athletics Investment Group, LLC v. Bay Area Air Quality Management District*

Dear Sandy:

As we discussed, you have increased the budget for the above-entitled matter to \$600,000. We estimate that this budget should last through the discovery phase of the case. Please keep in mind that this is just an estimate. The actual amount will depend on developments that we cannot predict with any degree of certainty such as the number and complexity of discovery disputes and motions. Our actual fees could be higher or lower. Our fees will not exceed a total of \$600,000 without further authorization from you. We will notify you if and when the budget is exhausted.

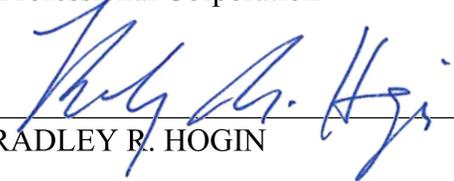
In addition, as I mentioned previously, our firm name has changed from Woodruff, Spradlin & Smart to Woodruff & Smart. The change became effective on April 27, 2023.

Please let me know if you have any questions.

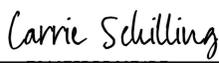
July 10, 2023  
Page 2

Very truly yours,

WOODRUFF & SMART  
A Professional Corporation

  
\_\_\_\_\_  
BRADLEY R. HOGIN

**ACCEPTED AND AGREED TO:**

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Carrie Schilling for  
Alexander Crockett  
District Counsel  
Bay Area Air Quality Management District

DocuSigned by:  
 7/31/2023  
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Philip M. Fine  
Executive Officer/APCO  
Bay Area Air Quality Management District

# WOODRUFF

Woodruff & Smart  
A Professional Corporation

BRADLEY R. HOGIN  
DIRECT DIAL: (714) 415-1006  
E-MAIL: BHOGIN@WOODRUFF.LAW

January 25, 2024

**VIA ELECTRONIC AND REGULAR MAIL**

Alexander Crockett, Esq.  
General Counsel  
Bay Area Air Quality Management District  
375 Beale Street, Suite 600  
San Francisco, CA 94105  
ACrockett@baaqmd.gov

Re: *The Athletics Investment Group, LLC v. Bay Area Air Quality Management District*

Dear Sandy:

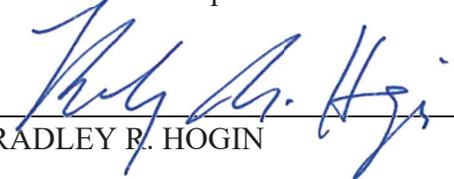
As we discussed, you have increased the budget for the above-entitled matter to \$2,000,000. We estimate that this budget should last through the the trial in this case. Please keep in mind that this is just an estimate. The actual amount will depend on developments that we cannot predict with any degree of certainty such as the number and complexity of discovery disputes and motions. Our actual fees could be higher or lower. Our fees will not exceed a total of \$2,000,000 without further authorization from you. We will notify you if and when the budget is exhausted.

Please let me know if you have any questions.

January 25, 2024  
Page 2

Very truly yours,

WOODRUFF & SMART  
A Professional Corporation

  
\_\_\_\_\_  
BRADLEY R. HOGIN

**ACCEPTED AND AGREED TO:**

DocuSigned by:  
  
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(Signature)

Alexander G. Crockett  
General Counsel  
Bay Area Air Quality Management District

# WOODRUFF

Woodruff & Smart  
A Professional Corporation

BRADLEY R. HOGIN  
DIRECT DIAL: (714) 415-1006  
E-MAIL: BHOGIN@WOODRUFF.LAW

August 20, 2024

## VIA ELECTRONIC AND REGULAR MAIL

Alexander Crockett, Esq.  
General Counsel  
Bay Area Air Quality Management District  
375 Beale Street, Suite 600  
San Francisco, CA 94105  
ACrockett@baaqmd.gov

Re: *The Athletics Investment Group, LLC v. Bay Area Air Quality Management District*

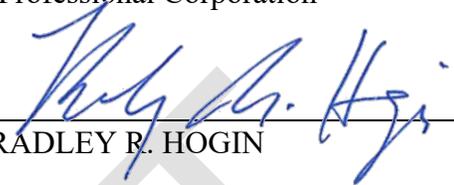
Dear Sandy:

As we discussed, you have increased the budget for the above-entitled matter to \$3,000,000. We estimate that this budget should last through the the trial in this case. Please keep in mind that this is just an estimate. The actual amount will depend on developments that we cannot predict with any degree of certainty such as the number and complexity of discovery disputes and motions. Our actual fees could be higher or lower. Our fees will not exceed a total of \$3,000,000 without further authorization from you. We will notify you if and when the budget is exhausted.

Please let me know if you have any questions.

Very truly yours,

WOODRUFF & SMART  
A Professional Corporation

  
\_\_\_\_\_  
BRADLEY R. HOGIN

**ACCEPTED AND AGREED TO:**

\_\_\_\_\_  
(Signature)

Alexander G. Crockett  
General Counsel  
Bay Area Air Quality Management District

DRAFT

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

## Memorandum

To: Chairperson Davina Hurt and Members  
of the Board of Directors

From: Philip M. Fine  
Executive Officer/APCO

Date: September 4, 2024

Re: Authorization to Execute a Contract Amendment with Dr. Deborah Jordan for  
Strategic Advice Services and Assistance in Policy and Program Development

RECOMMENDED ACTION

Recommend authorizing the Executive Officer/APCO to amend the professional services contract with Dr. Deborah Jordan to increase the current contract limit by \$100,000, from \$200,000 to \$300,000, for strategic advice services and assistance in policy and program development, for a total contract amount not to exceed \$300,000.

BACKGROUND

The Air District began its strategic planning efforts in 2023, working collaboratively with Air District staff, community leaders and partners, and air quality and environmental justice experts to develop a comprehensive and actionable Strategic Plan. Dr. Jordan was contracted in July 2023 to provide ongoing advice and consultation services to support our work on strategic planning, alignment with environmental justice priorities, initial implementation, and related programs, policies, and organizational matters.

Due to the unique experience required in Bay Area Air Quality Management District policy development, process improvement, and strategic advice, Dr. Jordan was selected under a single source exemption. Dr. Jordan has successfully developed comprehensive strategic plans, executed operational improvements in air quality administration, and implemented air quality policies for 35 years. During this time, Dr. Jordan has built a unique set of skills, stakeholder relationships, and knowledge of air quality regulation in the State of California. She has been a critical asset in developing our strategic plan, leading and coordinating the internal project team, providing expert guidance and input, and representing the Executive Officer's priorities throughout the process. She now has a deep understanding of the strategic plan, and our organization's mission, vision, and goals.

Under Administrative Code Section 9.4b, Contract No. 2023.138 was originally executed by the Executive Officer/APCO and funded at \$70,000, with an amendment on January 30, 2024, adding \$75,000, and an amendment on April 29, 2024, adding \$55,000 to continue strategic planning efforts, with a current total contract amount not to exceed \$200,000.

## DISCUSSION

As outlined in Attachment A, Dr. Jordan will continue to provide strategic advice and assistance in policy and program development and organizational matters. Her ongoing support will be critical as we work to integrate environmental justice priorities and actions as we move towards the implementation phase of our strategic plan.

Under Administrative Code Section 9.4, the Executive Officer/APCO must obtain authorization from the Board of Directors in order to execute this contract amendment.

Staff recommends the Board of Directors authorize the amendment of Dr. Jordan's professional services contract to include an additional amount of up to \$100,000 for continued strategic advice services and assistance in policy and program development, for a total contract amount not to exceed \$300,000.

## BUDGET CONSIDERATION/FINANCIAL IMPACT

Funds for the increase in the value of the contract, in the amount of \$100,000 are included in the Fiscal Year Ending 2025 budget, Program 104.

Respectfully submitted,

Philip M. Fine  
Executive Officer/APCO

Prepared by: Aloha de Guzman  
Reviewed by: Philip M. Fine

## ATTACHMENTS:

1. Original Executed Contract No. 2023.138
2. Amendment No. 1 to Contract No. 2023.138
3. Amendment No. 2 to Contract No. 2023.138
4. Draft Amendment No. 3 to Contract No. 2023.138

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

**PROFESSIONAL SERVICES CONTRACT**

**CONTRACT NO. 2023.138**

1. **PARTIES** – The parties to this Contract (“Contract”) are the Bay Area Air Quality Management District (“DISTRICT”) whose address is 375 Beale Street, Suite 600, San Francisco, CA 94105, and **Deborah Jordan** (“CONTRACTOR”) whose address is 1711 Beverly Place, Berkeley, CA 94707.
  
2. **RECITALS**
  - A. DISTRICT is the local agency with primary responsibility for regulating stationary source air pollution in the Bay Area Air Quality Management District in the State of California. DISTRICT is authorized to enter into this Contract under California Health and Safety Code Section 40701. DISTRICT desires to contract with CONTRACTOR for services described in the Scope of Work, attached hereto as Attachment A and made a part hereof by this reference. DISTRICT is entering into this Contract based on CONTRACTOR’s stated qualifications to perform the services.
  - B. All parties to this Contract have had the opportunity to have this contract reviewed by their attorney.
  
3. **PERFORMANCE REQUIREMENTS**
  - A. CONTRACTOR is authorized to do business in the State of California. CONTRACTOR attests that it is in good tax standing with federal and state tax authorities.
  - B. CONTRACTOR agrees to obtain any and all required licenses, permits, and all other appropriate legal authorizations from all applicable federal, state and local jurisdictions and pay all applicable fees.
  - C. CONTRACTOR shall comply with all laws and regulations that apply to its performance under this Contract, including any requirements to disclose potential conflicts of interest under DISTRICT’s Conflict of Interest Code.
  - D. CONTRACTOR shall not engage in any performance of work during the term of this contract that is in direct or indirect conflict with duties and responsibilities set forth in the Scope of Work.
  - E. CONTRACTOR shall exercise the degree of skill and care customarily required by accepted professional practices and procedures.
  - F. CONTRACTOR shall ensure that any subcontractors, employees and agents performing under this Contract comply with the performance standards set forth in paragraphs A-E above.
  
4. **TERM** – The term of this Contract is from the date it is executed by both parties to July 31, 2025, unless further extended by amendment of this Contract in writing, or terminated earlier. CONTRACTOR shall not submit any invoice for services performed under this Contract until the Contract is fully executed.
  
5. **TERMINATION**
  - A. Either party may terminate this Contract at any time, at will, and without specifying any reason,

by notification in writing. The notice of termination shall specify the effective date of termination, which shall be no less than thirty (30) calendar days from the date of delivery of the notice of termination, and shall be delivered in accordance with the provisions of section 10 below. Immediately upon receipt of the notice of termination, CONTRACTOR shall cease all work under this Contract, except such work as is specified in the notice of termination. CONTRACTOR shall deliver a final invoice for all remaining work performed but not billed, including any work specified in the termination notice, on or before ten (10) business days following the termination date.

- B. Either party may terminate this Contract for breach by the other party.
- i) Failure to perform any agreement or obligation contained in this Contract or failure to perform the services in a satisfactory manner shall constitute a breach of the Contract.
  - ii) The non-breaching party may terminate the Contract by delivery of a written notice of breach. The notice of breach shall specify the date of termination, which shall be no earlier than ten (10) business days from delivery of the notice of breach. In the alternative, at its sole discretion, the non-breaching party may require the breaching party to cure the breach. The notice of breach shall specify the nature of the breach and the date by which such breach must be cured.
  - iii) The notice of breach shall be provided in accordance with the notice requirements set forth in section 10.
  - iv) The non-breaching party reserves all rights under law and equity to enforce this Contract and recover any damages.

## 6. INSURANCE

- A. CONTRACTOR shall maintain the following insurance:
- i) Workers' compensation and employers' liability insurance as required by California law or other applicable statutory requirements.
  - ii) Occurrence-based commercial general liability insurance or equivalent form with a limit of not less than one million dollars (\$1,000,000) each occurrence. Such insurance shall include DISTRICT and its officers, agents, and employees as additional insureds and shall be primary with respect to any insurance maintained by DISTRICT.
  - iii) Automobile liability insurance in such amounts as required by California law. Such insurance shall include coverage for owned, hired, and non-owned vehicles. If CONTRACTOR is a sole proprietor, CONTRACTOR may meet this insurance requirement with personal automobile liability insurance carrying a business use endorsement or by demonstrating to the satisfaction of DISTRICT that business use is covered under the CONTRACTOR's personal automobile liability insurance. A CONTRACTOR using only rental vehicles in performing work under this Contract may meet this insurance requirement by purchasing automobile liability insurance in the required coverage amount from the rental agency.
- B. All insurance shall be placed with insurers acceptable to DISTRICT.
- C. Prior to commencement of work under this Contract, CONTRACTOR shall furnish properly-executed certificates of insurance for all required insurance. Upon request by DISTRICT, CONTRACTOR shall provide a complete copy of any required insurance policy. CONTRACTOR shall notify DISTRICT in writing thirty (30) days prior to cancellation or modification of any required insurance policy. Any such modifications are subject to pre-approval by DISTRICT.

- D. If CONTRACTOR fails to maintain the required insurance coverage set forth above, DISTRICT reserves the right either to purchase such additional insurance and to deduct the cost thereof from any payments owed to CONTRACTOR or to terminate this Contract for breach.

7. INDEMNIFICATION

- A. CONTRACTOR shall indemnify and hold DISTRICT, its officers, employees and agents harmless from and against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Contract but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of CONTRACTOR, its officers, agents, or employees.
- B. DISTRICT shall indemnify and hold CONTRACTOR, its officers, employees and agents harmless from and against any and all liability, loss, expense, including reasonable attorneys' fee, or claims for injury or damages arising out of the performance of this Contract but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of DISTRICT, its officers, agents, or employees.

8. PAYMENT

- A. DISTRICT shall pay CONTRACTOR for services in accordance with the terms set forth in the Cost Schedule, which is attached hereto as Attachment B and incorporated herein by this reference.
- B. CONTRACTOR shall submit monthly invoices to DISTRICT for services performed. Each invoice shall specify the total amount for which the invoice is submitted, and shall (i) reference tasks shown in the Scope of Work and the hours associated with same, and (ii) include an itemized list of all expenses for which reimbursement is sought, supported by receipts or other appropriate documentation.
- C. DISTRICT's payment of invoices shall be subject to the following limitations and requirements:
  - i) Each invoice, including supporting documentation, shall be prepared in duplicate on CONTRACTOR's letterhead; shall list DISTRICT's contract number, the period covered by the invoice, and the CONTRACTOR's Social Security Number or Federal Employer Identification Number; and shall be submitted to: Bay Area Air Quality Management District, 375 Beale Street, Suite 600, San Francisco, CA 94105, Attn: Contracts Manager.
  - ii) DISTRICT shall not pay interest, fees, handling charges, or the cost of money on the Contract.
  - iii) DISTRICT shall pay CONTRACTOR within thirty (30) calendar days after approval by DISTRICT of an itemized invoice.
- D. The total amount for which DISTRICT may be held liable for the performance of services specified in this Contract shall not exceed \$70,000.

9. DISPUTE RESOLUTION – A party that disputes a notice of breach must first seek mediation to resolve the dispute in accordance with the provisions set forth below.

- A. Upon receipt of a notice of breach of contract, the party may submit a demand for mediation to resolve whether or not a breach occurred. The party must state the basis of the dispute and deliver the demand within ten (10) business days of the date of receipt of the notice of breach.
- B. The mediation shall take place at DISTRICT's office at 375 Beale Street, Suite 600, San Francisco,

- or at such other place as may be mutually agreed upon by the parties and the mediator.
- C. The parties shall make good faith efforts to hold the mediation within thirty (30) days after receipt of the demand for mediation.
- D. Each party shall bear its own mediation costs.
- E. In the event the parties are unable to resolve the dispute, either party may file an action in a court of competent jurisdiction to enforce the Contract.
- F. Maximum recovery under this section shall be limited to \$70,000. The mediation costs shall not reduce the maximum amount recoverable under this section.

10. **NOTICES** – All notices that are required under this Contract shall be provided in the manner set forth herein, unless specified otherwise. Notice to a party shall be delivered to the attention of the person listed below, or to such other person or persons as may hereafter be designated by that party in writing. Notice shall be in writing sent by e-mail, facsimile, or regular first class mail. In the case of e-mail and facsimile communications, valid notice shall be deemed to have been delivered upon sending, provided the sender obtained an electronic confirmation of delivery. E-mail and facsimile communications shall be deemed to have been received on the date of such transmission, provided such date was a business day and delivered prior to 4:00 p.m. PST. Otherwise, receipt of e-mail and facsimile communications shall be deemed to have occurred on the following business day. In the case of regular mail notice, notice shall be deemed to have been delivered on the mailing date and received five (5) business days after the date of mailing.

DISTRICT: Bay Area Air Quality Management District  
375 Beale Street, Suite 600  
San Francisco, CA 94105  
Attn: Alexander Crockett, District Counsel

CONTRACTOR: Deborah Jordan  
1711 Beverly Place  
Berkeley, CA 94707

- 11. **ADDITIONAL PROVISIONS** – All attachment(s) to this Contract are expressly incorporated herein by this reference and made a part hereof as though fully set forth.
- 12. **EMPLOYEES OF CONTRACTOR**
  - A. CONTRACTOR shall be responsible for the cost of regular pay to its employees, as well as cost of vacation, vacation replacements, sick leave, severance pay, and pay for legal holidays.
  - B. CONTRACTOR, its officers, employees, agents, or representatives shall not be considered employees or agents of DISTRICT, nor shall CONTRACTOR, its officers, employees, agents, or representatives be entitled to or eligible to participate in any benefits, privileges, or plans, given or extended by DISTRICT to its employees.
- 13. **CONFIDENTIALITY** – In order to carry out the purposes of this Contract, CONTRACTOR may require access to certain of DISTRICT’s confidential information (including trade secrets, inventions, confidential know-how, confidential business information, and other information that DISTRICT considers confidential) (collectively, “Confidential Information”). It is expressly understood and

agreed that DISTRICT may designate in a conspicuous manner Confidential Information that CONTRACTOR obtains from DISTRICT, and CONTRACTOR agrees to:

- A. Observe complete confidentiality with respect to such information, including without limitation, agreeing not to disclose or otherwise permit access to such information by any other person or entity in any manner whatsoever, except that such disclosure or access shall be permitted to employees of CONTRACTOR requiring access in fulfillment of the services provided under this Contract.
  - B. Ensure that CONTRACTOR's officers, employees, agents, representatives, and independent contractors are informed of the confidential nature of such information and to assure by agreement or otherwise that they are prohibited from copying or revealing, for any purpose whatsoever, the contents of such information or any part thereof, or from taking any action otherwise prohibited under this section.
  - C. Not use such information or any part thereof in the performance of services to others or for the benefit of others in any form whatsoever whether gratuitously or for valuable consideration, except as permitted under this Contract.
  - D. Notify DISTRICT promptly and in writing of the circumstances surrounding any possession, use, or knowledge of such information or any part thereof by any person or entity other than those authorized by this section. Take at CONTRACTOR's expense, but at DISTRICT's option and in any event under DISTRICT's control, any legal action necessary to prevent unauthorized use of such information by any third party or entity which has gained access to such information at least in part due to the fault of CONTRACTOR.
  - E. Take any and all other actions necessary or desirable to assure such continued confidentiality and protection of such information during the term of this Contract and following expiration or termination of the Contract.
  - F. Prevent access to such materials by a person or entity not authorized under this Contract.
  - G. Establish specific procedures in order to fulfill the obligations of this section.
14. INTELLECTUAL PROPERTY RIGHTS – Title and full ownership rights to all intellectual property developed under this Contract shall at all times remain with DISTRICT, unless otherwise agreed to in writing.
15. PUBLICATION
- A. DISTRICT shall approve in writing any report or other document prepared by CONTRACTOR in connection with performance under this Contract prior to dissemination or publication of such report or document to a third party. DISTRICT may waive in writing its requirement for prior approval.
  - B. Until approved by DISTRICT, any report or other document prepared by CONTRACTOR shall include on each page a conspicuous header, footer, or watermark stating "DRAFT – Not Reviewed or Approved by BAAQMD," unless DISTRICT has waived its requirement for prior approval pursuant to paragraph A of this section.
  - C. Information, data, documents, or reports developed by CONTRACTOR for DISTRICT, pursuant to this Contract, shall be part of DISTRICT's public record, unless otherwise indicated. CONTRACTOR may use or publish, at its own expense, such information, provided DISTRICT approves use of such information in advance. The following acknowledgment of support and disclaimer must appear in each publication of materials, whether copyrighted or not, based

upon or developed under this Contract.

“This report was prepared as a result of work sponsored, paid for, in whole or in part, by the Bay Area Air Quality Management District (District). The opinions, findings, conclusions, and recommendations are those of the author and do not necessarily represent the views of the District. The District, its officers, employees, contractors, and subcontractors make no warranty, expressed or implied, and assume no legal liability for the information in this report.”

- D. CONTRACTOR shall inform its officers, employees, and subcontractors involved in the performance of this Contract of the restrictions contained herein and shall require compliance with the above.
16. **NON-DISCRIMINATION** – In the performance of this Contract, CONTRACTOR shall not discriminate in its recruitment, hiring, promotion, demotion, and termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, age, marital status, sexual orientation, medical condition, or physical or mental disability and shall comply with the provisions of the California Fair Employment & Housing Act (Government Code Section 12900 et seq.), the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said Acts. CONTRACTOR shall also require each subcontractor performing work in connection with this Contract to comply with this section and shall include in each contract with such subcontractor provisions to accomplish the requirements of this section.
  17. **PROPERTY AND SECURITY** – Without limiting CONTRACTOR’S obligations with regard to security, CONTRACTOR shall comply with all the rules and regulations established by DISTRICT for access to and activity in and around DISTRICT’s premises.
  18. **ASSIGNMENT** – No party shall assign, sell, license, or otherwise transfer any rights or obligations under this Contract to a third party without the prior written consent of the other party, and any attempt to do so shall be void upon inception.
  19. **WAIVER** – No waiver of a breach, of failure of any condition, or of any right or remedy contained in or granted by the provisions of this Contract shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies. Further, the failure of a party to enforce performance by the other party of any term, covenant, or condition of this Contract, and the failure of a party to exercise any rights or remedies hereunder, shall not be deemed a waiver or relinquishment by that party to enforce future performance of any such terms, covenants, or conditions, or to exercise any future rights or remedies.
  20. **ATTORNEYS’ FEES** – In the event any action is filed in connection with the enforcement or interpretation of this Contract, each party shall bear its own attorneys’ fees and costs.
  21. **FORCE MAJEURE** – Neither DISTRICT nor CONTRACTOR shall be liable for or deemed to be in default

for any delay or failure in performance under this Contract or interruption of services resulting, directly or indirectly, from acts of God, enemy or hostile governmental action, civil commotion, strikes, lockouts, labor disputes, fire or other casualty, judicial orders, governmental controls, regulations or restrictions, inability to obtain labor or materials or reasonable substitutes for labor or materials necessary for performance of the services, or other causes, except financial, that are beyond the reasonable control of DISTRICT or CONTRACTOR, for a period of time equal to the period of such force majeure event, provided that the party failing to perform notifies the other party within fifteen calendar days of discovery of the force majeure event, and provided further that that party takes all reasonable action to mitigate the damages resulting from the failure to perform. Notwithstanding the above, if the cause of the force majeure event is due to party's own action or inaction, then such cause shall not excuse that party from performance under this Contract.

22. SEVERABILITY – If a court of competent jurisdiction holds any provision of this Contract 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 them will not be affected.
23. HEADINGS – Headings on the sections and paragraphs of this Contract are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Contract.
24. COUNTERPARTS/FACSIMILES/SCANS – This Contract may be executed and delivered in any number of counterparts, each of which, when executed and delivered, shall be deemed an original, and all of which together shall constitute the same contract. The parties may rely upon a facsimile copy or scanned copy of any party's signature as an original for all purposes.
25. GOVERNING LAW – Any dispute that arises under or relates to this Contract shall be governed by California law, excluding any laws that direct the application of another jurisdiction's laws. Venue for resolution of any dispute that arises under or relates to this Contract, including mediation, shall be San Francisco, California.
26. ENTIRE CONTRACT AND MODIFICATION – This Contract represents the final, complete, and exclusive statement of the agreement between the parties related to CONTRACTOR providing services to DISTRICT and supersedes all prior and contemporaneous understandings and agreements of the parties. No party has been induced to enter into this Contract by, nor is any party relying upon, any representation or warranty outside those expressly set forth herein. This Contract may only be amended by mutual agreement of the parties in writing and signed by both parties.
27. SURVIVAL OF TERMS – The provisions of sections 7 (Indemnification), 13 (Confidentiality), 14 (Intellectual Property Rights), and 15 (Publication) shall survive the expiration or termination of this Contract.

IN WITNESS WHEREOF, the parties to this Contract have caused this Contract to be duly executed on their behalf by their authorized representatives.

BAY AREA AIR QUALITY  
MANAGEMENT DISTRICT

DEBORAH JORDAN

By: DocuSigned by:  
*Philip M. Fine*  
7314B577922A46A...  
Philip M. Fine  
Executive Officer/APCO

By: *Deborah Jordan*  
Deborah Jordan  
Contractor

Date: 7/20/2023

Date: 7/13/2023

Approved as to form:  
District Counsel

By: DocuSigned by:  
*Alexander Crockett*  
6DC7110552B5451...  
Alexander Crockett  
District Counsel

## **ATTACHMENT A**

### **SCOPE OF WORK**

#### **Overview**

CONTRACTOR will provide advice and consultation services to the DISTRICT's Executive and Administrative Offices regarding the DISTRICT's programs, policies, procedures, and strategic planning efforts. Advice and consultation services will be billed on an hourly basis and be reviewed through regular meetings with District Management. The activities will include:

#### **Strategic Advice:**

1. Collaborate with DISTRICT in DISTRICT's effort to develop a strategic plan for improving operations and focusing on policy priorities. Identify areas for improvement and develop strategies to address them.
2. Advise on the development of the DISTRICT's strategic plan.
3. Advise on stakeholder input into the strategic plan. Advice may include but not be limited to written reports reviewing stakeholder comments, meeting notes, identifying key stakeholders, and project planning regarding stakeholder engagement.
4. Advise on various elements of program policies which may include but is not limited to identifying priorities, identifying elements that may no longer be needed, analyzing processes and analyzing current policies to determine if they are the best practice and in compliance with federal and state requirements.
5. Advise on administrative processes and procedures that may include but are not limited to review for compliance with state and federal requirements, best practices, effectiveness and operational efficiency.

#### **Advice on Hiring:**

1. Review and provide written and verbal feedback on applications for management positions.
2. Participate in interviews of candidates.

#### **Assistance in Policy Development:**

1. Work closely with DISTRICT staff to develop policies aligned with the strategic plan.
2. Provide subject matter expertise and guidance in air quality policy development.
3. Conduct research and analysis to inform policy recommendations.

**ATTACHMENT B**

**COST SCHEDULE**

DISTRICT will pay CONTRACTOR at an hourly rate of \$225 per hour for work performed under this Contract. DISTRICT will also reimburse CONTRACTOR for reasonable and necessary expenses incurred in conjunction with work performed under this contract (e.g., photocopying and messenger expenses), including reasonable travel expenses in accordance with the DISTRICT's travel reimbursement policy attached hereto as Attachment C. Expenses over \$100 must be approved in writing in advance.

Payment will be made in accordance with Section 8, Payment, of this Contract.

**Total cost of Contract not to exceed \$70,000.**

## ATTACHMENT C

### TRAVEL REIMBURSEMENT POLICY

Contractors who are under agreement with the DISTRICT and who plan to bill the DISTRICT for travel expenses per the terms of their Contract must adhere to this travel reimbursement policy.

#### GUIDELINES

##### **Making Travel Arrangements**

When making travel arrangements, Contractor should take reasonable measures to secure the lowest fares and prices for transportation, lodging, and food. Documentation of this research will be required to receive reimbursement. **Please note that booking travel and hotel arrangements at the same time can result in significant savings to the District and therefore is encouraged.**

1. District shall reimburse travel-related expenses to cover lodging, meals, other incidental expenses and costs of transportation subject to the following limitations:
  - **Air Transportation** - Coach class rate for all flights. If coach is not available, business class rate is permissible only with prior written client approval.
  - **Car Rental** – A compact car rental. Mid-size cars rentals are permissible if the rental is shared by three or more individuals.
  - **Lodging** – Holiday Inn will be used up to the [federal GSA FTR rates](#) for San Francisco, California. If Holiday Inn is not used then reimbursement will be at the [current rate for a standard room at Holiday Inn](#).
  - **Meals** – Up to the [federal GSA FTR rates](#) for San Francisco, California.
  - **Incidentals** – Up to the [federal GSA FTR rates](#) for San Francisco, California.
  - **Mileage** – Reimbursement will be provided at the [current reimbursement rate](#) for each mile, or the equivalent of the IRS Mileage rate, whichever is greater.
  - **Parking** - Travelers will be reimbursed for airport parking or nearby lots for overnight or day trips. For trips ranging from 2-7 days, outlying or long-term lots are recommended. For trips of longer duration, the cost of shuttle service in lieu of parking charges shall be considered. Travelers will be reimbursed for parking near the BAAQMD office for meetings.
  - **Ground Transportation** – The least expensive means of transportation shall be used within the Bay Area, considering time and other constraints. Travelers not affiliated with the San Francisco or Oakland office will be reimbursed for public transportation and taxis, provided they do not have a rental car.
2. Supporting documentation shall be provided for travel-related expenses in accordance with the following requirements:
  - **Airfare, Car Rentals, Lodging** – Bills for actual expenses incurred.

- **Meals** – Meals billed in excess of twenty-five dollars (\$25.00) each day require receipts or other supporting documentation for the total amount of the bill to be approved by the DISTRICT.
- **Other Travel Related Expenses** – Receipts are required for all individual items in excess of twenty-five dollars (\$25.00).

1. **Travel Time Charging**

Contractor employees (and subcontractors) are to record hours actually worked (those in which a benefit to the DISTRICT was provided during travel) when traveling on business for the firm. This normally will not include all hours during travel, except when all travel is within the normal business day (8:00 AM – 5:00 PM). If travel is on a normal business day, then travel will be arranged for morning or evening so as to minimize travel during working hours (8:00 AM – 5:00 PM) and maximize on-site time on the day of travel. Time that is incurred because of personal preference or combining personal travel with business is not to be charged.

**AMENDMENT NO. 1 TO**  
**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**  
**CONTRACT NO. 2023.138**

This amendment to the above-entitled contract ("Contract Amendment") is dated, for reference purposes only, January 29, 2024.

**RECITALS:**

1. The Bay Area Air Quality Management District ("DISTRICT") and **Deborah Jordan** ("CONTRACTOR") (hereinafter referred to as the "PARTIES") entered into the above-entitled contract for advice and consultation services to the DISTRICT's Executive and Administrative Offices regarding the DISTRICT's programs, policies, procedures, and strategic planning efforts (the "Contract"), which Contract was executed on behalf of CONTRACTOR on July 13, 2023, and on behalf of DISTRICT on July 20, 2023.
2. The PARTIES seek to amend the total maximum cost of the Contract because DISTRICT seeks for CONTRACTOR to continue to provide the services prescribed in the Contract and CONTRACTOR desires to continue to provide those services.
3. In accordance with Section 26 of the Contract, DISTRICT and CONTRACTOR desire to amend the above-entitled Contract as follows:

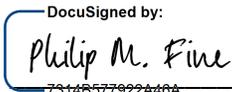
**TERMS AND CONDITIONS OF CONTRACT AMENDMENT:**

1. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph D of Section 8, "Payment," of the Contract to replace "\$70,000" with "\$145,000."
2. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph F of Section 9, "Dispute Resolution," of the Contract to replace "\$70,000" with "\$145,000."
3. By this Contract Amendment, DISTRICT and CONTRACTOR replace Attachment B, Cost Schedule, with the attached "Attachment B-1, Cost Schedule" and agree that all references in the Contract to Attachment B shall be deemed to refer to Attachment B-1, Cost Schedule.
4. DISTRICT and CONTRACTOR agree that all other terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the PARTIES have caused this Contract Amendment to be duly executed on their behalf by their authorized representatives.

BAY AREA AIR QUALITY  
MANAGEMENT DISTRICT

DEBORAH JORDAN

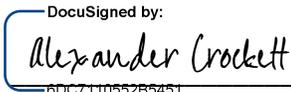
By:   
Philip M. Fine  
Executive Officer/APCO

By:   
Deborah Jordan  
Contractor

Date: 2/10/2024

Date: 2/6/2024

Approved as to form:  
District Counsel

By:   
Alexander G. Crockett  
District Counsel

## **ATTACHMENT B-1**

### **COST SCHEDULE**

DISTRICT will pay CONTRACTOR at an hourly rate of \$225 per hour for work performed under this Contract. DISTRICT will also reimburse CONTRACTOR for reasonable and necessary expenses incurred in conjunction with work performed under this contract (e.g., photocopying and messenger expenses), including reasonable travel expenses in accordance with the DISTRICT's travel reimbursement policy attached hereto as Attachment C. Expenses over \$100 must be approved in writing in advance.

Payment will be made in accordance with Section 8, Payment, of this Contract.

**Total cost of Contract not to exceed \$145,000.**

**AMENDMENT NO. 2 TO**  
**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**  
**CONTRACT NO. 2023.138**

This amendment to the above-entitled contract ("Contract Amendment") is dated, for reference purposes only, April 25, 2024.

**RECITALS:**

1. The Bay Area Air Quality Management District ("DISTRICT") and **Deborah Jordan** ("CONTRACTOR") (hereinafter referred to as the "PARTIES") entered into the above-entitled contract for advice and consultation services to the DISTRICT's Executive and Administrative Offices regarding the DISTRICT's programs, policies, procedures, and strategic planning efforts (the "Contract"), which Contract was executed on behalf of CONTRACTOR on July 13, 2023, and on behalf of DISTRICT on July 20, 2023.
2. The PARTIES entered into Amendment No. 1 to the Contract, dated January 29, 2024, for reference purposes only, to amend the total maximum cost of the Contract.
3. The PARTIES seek to amend the total maximum cost of the Contract because DISTRICT seeks for CONTRACTOR to continue to provide the services prescribed in the Contract and CONTRACTOR desires to continue to provide those services.
4. In accordance with Section 26 of the Contract, DISTRICT and CONTRACTOR desire to amend the above-entitled Contract as follows:

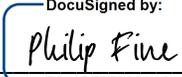
**TERMS AND CONDITIONS OF CONTRACT AMENDMENT:**

1. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph D of Section 8, "Payment," of the Contract to replace "\$145,000" with "\$200,000."
2. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph F of Section 9, "Dispute Resolution," of the Contract to replace "\$145,000" with "\$200,000."
3. By this Contract Amendment, DISTRICT and CONTRACTOR replace Attachment B-1, Cost Schedule, with the attached "Attachment B-2, Cost Schedule" and agree that all references in the Contract to Attachment B-1 shall be deemed to refer to Attachment B-2, Cost Schedule.
4. DISTRICT and CONTRACTOR agree that all other terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the PARTIES have caused this Contract Amendment to be duly executed on their behalf by their authorized representatives.

BAY AREA AIR QUALITY  
MANAGEMENT DISTRICT

DEBORAH JORDAN

By:   
Philip M. Fine  
Executive Officer/APCO

By:   
Deborah Jordan  
Contractor

Date: 5/10/2024

Date: May 9, 2024

Approved as to form:

By:  5/10/2024  
Alexander G. Crockett  
General Counsel

**ATTACHMENT B-2**

**COST SCHEDULE**

DISTRICT will pay CONTRACTOR at an hourly rate of \$225 per hour for work performed under this Contract. DISTRICT will also reimburse CONTRACTOR for reasonable and necessary expenses incurred in conjunction with work performed under this contract (e.g., photocopying and messenger expenses), including reasonable travel expenses in accordance with the DISTRICT's travel reimbursement policy attached hereto as Attachment C. Expenses over \$100 must be approved in writing in advance.

Payment will be made in accordance with Section 8, Payment, of this Contract.

**Total cost of Contract not to exceed \$200,000.**

**AMENDMENT NO. 3 TO**  
**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**  
**CONTRACT NO. 2023.138**

This amendment to the above-entitled contract ("Contract Amendment") is dated, for reference purposes only, August 7, 2024.

**RECITALS:**

1. The Bay Area Air Quality Management District ("DISTRICT") and **Deborah Jordan** ("CONTRACTOR") (hereinafter referred to as the "PARTIES") entered into the above-entitled contract for advice and consultation services to the DISTRICT's Executive and Administrative Offices regarding the DISTRICT's programs, policies, procedures, and strategic planning efforts (the "Contract"), which Contract was executed on behalf of CONTRACTOR on July 13, 2023, and on behalf of DISTRICT on July 20, 2023.
2. The PARTIES entered into Amendment No. 1 to the Contract, dated January 29, 2024, for reference purposes only, to amend the total maximum cost of the Contract.
3. The PARTIES entered into Amendment No. 2 to the Contract, dated April 25, 2024, for reference purposes only, to amend the total maximum cost of the Contract.
4. The PARTIES seek to amend the total maximum cost and Scope of Work of the Contract because DISTRICT seeks for CONTRACTOR to continue to provide the services prescribed in the Contract and CONTRACTOR desires to continue to provide those services.
5. In accordance with Section 26 of the Contract, DISTRICT and CONTRACTOR desire to amend the above-entitled Contract as follows:

**TERMS AND CONDITIONS OF CONTRACT AMENDMENT:**

1. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph D of Section 8, "Payment," of the Contract to replace "\$200,000" with "\$300,000."
2. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph F of Section 9, "Dispute Resolution," of the Contract to replace "\$200,000" with "\$300,000."
3. By this Contract Amendment, DISTRICT and CONTRACTOR replace Attachment A, Scope of Work, with the attached "Attachment A-1, Scope of Work" and agree that all references in the Contract to Attachment A shall be deemed to refer to Attachment A-1, Scope of Work.

4. By this Contract Amendment, DISTRICT and CONTRACTOR replace Attachment B-2, Cost Schedule, with the attached "Attachment B-3, Cost Schedule" and agree that all references in the Contract to Attachment B shall be deemed to refer to Attachment B-3, Cost Schedule.
5. DISTRICT and CONTRACTOR agree that all other terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the PARTIES have caused this Contract Amendment to be duly executed on their behalf by their authorized representatives.

BAY AREA AIR QUALITY  
MANAGEMENT DISTRICT

DEBORAH JORDAN

By: \_\_\_\_\_  
Philip M. Fine  
Executive Officer/APCO

By: \_\_\_\_\_  
Deborah Jordan  
Contractor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
Alexander G. Crockett  
General Counsel

## ATTACHMENT A-1

### SCOPE OF WORK

#### Overview

CONTRACTOR will provide advice and consultation services to the DISTRICT's Executive and Administrative Offices regarding the DISTRICT's work on strategic planning, alignment of strategic plan with environmental justice priorities, initial implementation of strategies and environmental justice actions, and on related programs, policies, and organizational issues. Advice and consultation services will be billed on an hourly basis and be reviewed through regular meetings with DISTRICT Management. The activities will include:

#### Strategic Advice:

1. Collaborate with DISTRICT in DISTRICT's effort to develop a strategic plan for improving operations and focusing on policy priorities. Identify areas for improvement and develop strategies to address them.
2. Advise on the development of DISTRICT's strategic plan.
3. Advise on stakeholder input into the strategic plan. Advice may include but not be limited to written reports reviewing stakeholder comments, meeting notes, identifying key stakeholders, and project planning regarding stakeholder engagement.
4. Advise on various elements of program policies which may include but is not limited to identifying priorities, identifying elements that may no longer be needed, analyzing processes and analyzing current policies to determine if they are the best practice and in compliance with federal and state requirements.
5. Advise on administrative processes and procedures that may include but are not limited to review for compliance with state and federal requirements, best practices, effectiveness and operational efficiency.
6. Collaborate with DISTRICT to integrate environmental justice priorities and actions into initial implementation of strategic plan.
7. Collaborate with DISTRICT and its community partners to develop a public-facing agenda for strategically advancing environmental justice.
8. Advise on engaging with community partners in environmental justice action planning.
9. Provide subject matter expertise and guidance in aligning strategies, objectives, and actions across the organization.
10. Provide expertise on air quality management principles in advising on accountability measures.

**Advice on Hiring:**

1. Review and provide written and verbal feedback on applications for management positions.
2. Participate in interviews of candidates.

**Assistance in Policy and Program Development and Organizational Matters:**

1. Work closely with DISTRICT staff to develop policies aligned with the strategic plan.
2. Provide subject matter expertise and guidance in air quality policy and program development.
3. Conduct research and analysis to inform policy recommendations.
4. Provide expertise about regulatory agencies' organizational structures in advising on issues related to refining DISTRICT's structure to meet its strategic goals.

## **ATTACHMENT B-3**

### **COST SCHEDULE**

DISTRICT will pay CONTRACTOR at an hourly rate of \$225 per hour for work performed under this Contract. DISTRICT will also reimburse CONTRACTOR for reasonable and necessary expenses incurred in conjunction with work performed under this contract (e.g., photocopying and messenger expenses), including reasonable travel expenses in accordance with the DISTRICT's travel reimbursement policy attached hereto as Attachment C. Expenses over \$100 must be approved in writing in advance.

Payment will be made in accordance with Section 8, Payment, of this Contract.

**Total cost of Contract not to exceed \$300,000.**

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

Memorandum

To: Chairperson Davina Hurt and Members  
of the Board of Directors

From: Philip M. Fine  
Executive Officer/APCO

Date: September 4, 2024

Re: Authorization to Execute Grant Agreements with Recommended Projects with  
Proposed Grant Awards Over \$500,000

RECOMMENDED ACTION

Recommend the Board of Directors:

1. Approve five recommended projects with proposed grant awards over \$500,000 as shown in Attachment 1; and
2. Authorize the Executive Officer/APCO to enter into all necessary agreements with applicants for the recommended projects.

This item was discussed at the Policy, Grants, and Technology Committee meeting on July 10, 2024. The Committee voted to recommend this item to the full Board for consideration.

BACKGROUND

**Carl Moyer Program and Mobile Source Incentive Fund**

The Bay Area Air Quality Management District (Air District) has participated in the Carl Moyer Program (CMP), in cooperation with the California Air Resources Board (CARB), since the program began in fiscal year 1998-1999. The CMP provides grants to public and private entities to reduce emissions of nitrogen oxides (NOx), reactive organic gases (ROG), and particulate matter (PM) from existing heavy-duty engines by either replacing or retrofitting them. Projects eligible under the CMP guidelines include heavy-duty diesel engine applications such as on-road trucks and buses, off-road construction, agricultural equipment, marine vessels, locomotives, stationary agricultural pump engines, and refueling or recharging infrastructure that supports the deployment of new zero-emission vehicles and equipment. Per AB 1390, at least 50% of CMP funds must be awarded to projects that benefit communities with the most significant exposure to air contaminants or localized air contaminants.

Assembly Bill (AB) 923 (Firebaugh), enacted in 2004 (codified as Health and Safety Code (HSC) Section 44225), authorized local air districts to increase motor-vehicle-registration surcharges by up to \$2 additional per vehicle and use the revenue to fund projects eligible under the CMP guidelines. AB 923 revenue is deposited in the Air District's Mobile Source Incentive Fund (MSIF).

### **Community Air Protection Program - Incentives**

In 2017, AB 617 directed CARB, in conjunction with local air districts to establish a new community-focused action framework to improve air quality and reduce exposure to criteria air pollutants and toxic air contaminants in communities most impacted by air pollution. The AB 617 initiative calls for the development of community-identified strategies to address air quality issues in impacted communities, including community-level monitoring, uniform emission reporting across the state, stronger regulation of pollution sources, and incentives for reducing air pollution and public health impacts from mobile and stationary sources.

Beginning in fiscal year ending (FYE) 2018, the California Legislature approved funding from the State's Greenhouse Gas Reduction Fund (GGRF), which is used to reduce criteria pollutants, toxic air contaminants, and greenhouse gases for the Community Air Protection (CAP) Incentives program. CAP Incentives funds may be used to fund projects eligible under the CMP and on-road truck replacements under the Proposition 1B Goods Movement Emission Reduction Program. Following additional approvals from CARB, CAP Incentive funds may also potentially be used to fund other types of projects that have been identified and prioritized by communities with an approved Community Emissions Reduction Program, pursuant to HSC Section 44391.2. At least 80% of CAP Incentives funds must be allocated to projects that benefit disadvantaged communities (Senate Bill (SB) 535), and low-income communities (AB 1550).

### **Funding Agricultural Replacement Measures for Emission Reductions**

In February 2018, CARB developed the Funding Agricultural Replacement Measures for Emission Reductions (FARMER) Program Guidelines that outline requirements for eligible agricultural equipment replacement projects evaluated under the CMP guidelines, including harvesting equipment, pump engines, tractors, and other equipment used in agricultural operations. Subsequent updates to the FARMER guidelines expanded eligible projects to include zero-emission demonstration projects and added flexibility for funding zero-emission equipment. Under the California State Budget, funds have been appropriated to CARB for each new cycle of the FARMER program for the continued reduction of criteria, toxic, and greenhouse gas emissions from the agricultural sector.

### **Transportation Fund for Clean Air**

In 1991, the California State Legislature authorized the Air District to impose a \$4 surcharge on motor vehicles registered within the nine-county Bay Area to fund projects that reduce on-road motor vehicle emissions within the Air District's jurisdiction. The statutory authority and requirements for the Transportation Fund for Clean Air (TFCA) are set forth in HSC Sections 44241 and 44242. Sixty percent of TFCA monies are awarded by the Air District to eligible

projects and programs implemented directly by the Air District (e.g., Spare the Air program) and to a program referred to as the Regional Fund. The legislation also requires the remaining forty percent to be allocated by formula to the nine designated Bay Area transportation agencies, who in turn award these monies to eligible projects within their county. Each year, the Air District’s Board of Directors (Board) allocates funding and adopts policies and evaluation criteria that govern the expenditure of TFCA monies. On April 5, 2023, the Board authorized funding allocations of the sixty-percent portion of the TFCA revenue for use in FYE 2024, and cost-effectiveness limits for Air District-sponsored programs that will be implemented during FYE 2024. On May 17, 2023, the Board adopted policies and evaluation criteria that will govern use of the 60% portion during FYE 2024. This report discusses only the 60% Funds, which is the portion that is awarded directly by the Air District.

**Program Revenues, Project Selection, and Results**

Attachment 4 shows a list of the Air District’s sources of new revenue, including CMP, TFCA, CAP, MSIF and FARMER, by funding cycle, that is anticipated to be available for award to incentive projects in FYE 2024. Funding from each cycle must be awarded and liquidated (paid out) within two to four years of the date of award/receipt, depending on the funding source. As new projects are recommended for award, staff work to obligate (encumber) the oldest source/cycle of funding for which a specific project is eligible. For this reason, a portion of the oldest funding shown in Attachment 4 may have been awarded to projects in the previous fiscal year, and some of the newer funding may remain unallocated during the current year and will be awarded in future years.

Applications for grant funding received by the Air District are reviewed and evaluated using the eligibility criteria requirements of the respective governing policies and guidelines established by each funding source, e.g., CARB, the Board. At least quarterly, staff provides updates to the Policy, Grants, and Technology Committee and/or Board of Directors on the status of the CMP, TFCA, CAP, MSIF and FARMER incentive funding for the current fiscal year.

On April 6, 2022, the Board authorized the Executive Officer/APCO to approve projects with awards up to \$500,000. For all CMP, TFCA, CAP, MSIF and FARMER projects with proposed awards greater than \$500,000, staff bring recommendations of these projects to the Board for consideration.

DISCUSSION

As of July 1, 2023, the Air District had approximately \$145 million available for award in FYE 2024 from new and prior year funds from the CMP, MSIF, CAP, FARMER, and TFCA programs. Between May 15, 2024, and June 13, 2024, staff completed evaluations of five applications that have proposed awards of over \$500,000. These projects will replace 29 diesel school buses with zero-emission electric buses and install supporting infrastructure and repower two diesel marine vessel propulsion engines to a diesel-electric hybrid system.

Staff recommend approval of the allocation of up to \$19,572,776 from a combination of CMP, TFCA, MSIF, and CAP Incentives revenues for these five mobile source projects shown in Attachment 1. These projects were evaluated through the first-come, first-served solicitation that opened November 28, 2023, and closed on April 11, 2024. The recommended projects are estimated to reduce over 4.3 tons of NOx, ROG, and PM emissions per year and will provide emissions benefits in priority areas.

Attachment 2 lists all eligible projects that have been either recommended for award or awarded by the Air District between July 1, 2023, and June 13, 2024, including information about project equipment, award amounts, project locations, estimated emissions reductions, and whether the project will benefit air quality in priority communities. As of June 13, 2024, over \$97.3 million has been awarded or recommended, of which \$3.1 million was allocated to “regional” projects that benefit all communities or where the benefit has not yet been determined. Of the remaining \$94.2 million, over 85% of these funds have been awarded or allocated to projects that reduce emissions in disadvantaged SB 535 communities, low-income AB 1550 communities, and/or CARE communities, or to low-income residents. Attachment 3 provides fiscal year facts and figures on the status of funding available and allocations by county and category as of June 13, 2024, and is updated at least quarterly.

A competitive solicitation for electric infrastructure to support zero emission heavy-duty projects opened on June 10, 2024, under which \$35 million is available for award. The next cycle of funding for mobile source projects is currently under development and anticipated to open later this calendar year.

#### BUDGET CONSIDERATION/FINANCIAL IMPACT

The Air District distributes the CMP, MSIF, CAP Incentive, FARMER, and TFCA funding to project sponsors on a reimbursement basis. The five recommended projects listed on Attachment 1 will be awarded a total of \$19,572,776 that will be paid for by one or more of these state and local incentive fund sources upon project completion, expected within the next one to three years. Funding for administrative costs to implement these programs, including evaluating, contracting, and monitoring projects for multiple years, is provided by each funding source.

Respectfully submitted,

Philip M. Fine  
Executive Officer/APCO

Prepared by: Daniel Langmaid  
Reviewed by: Minda Berbeco, Alona Davis, Chengfeng Wang, and Karen Schkolnick

ATTACHMENTS:

1. Recommended Projects with Grant Awards Greater than \$500,000 (Evaluated 5/15/24 to 6/13/24)
2. All Projects - Awarded, Allocated, and Recommended (7/1/23 to 6/13/24)
3. Funding Facts and Figures (7/1/23 to 6/13/24)
4. Sources of Incentive Program Revenue (FYE 2024)

# ATTACHMENT 1

## Recommended Projects with Grant Awards Greater than \$500k Evaluated between 5/15/2024 and 6/13/24

Funding Sources: Carl Moyer Program, Transportation Fund for Clean Air, Mobile Source Incentive Fund, FARMER, and Community Air Protection Incentives

Project #	Applicant Name	Project Category	Project Description	Proposed Contract Award	Total Project Cost	Emissions Reductions (tons per year)			County	Benefits Disadvantaged or Low-income areas
						NOx	ROG	PM		
25SPB79	Fairfield-Suisun Unified School District	School Bus	Replace 5 diesel school buses with 5 electric school buses and install supporting infrastructure	\$4,209,900	\$4,759,841.31	0.263	0.017	0.001	Solano	Yes
25SBP107*	Cupertino Union School District	School Bus	Replace 15 diesel school buses with 15 electric school buses and install supporting infrastructure	\$6,639,100	\$6,914,858.44	1.080	0.097	0.056	Santa Clara	Yes
25SBP105	San Lorenzo Unified School District	School Bus	Replace 3 diesel school buses with 3 electric school buses and install supporting infrastructure	\$1,553,176	\$1,641,211.00	0.125	0.008	0.001	Alameda	Yes
25SBP123	Mt. Diablo Unified School District	School Bus	Replace 6 diesel school buses with 6 electric school buses and install supporting infrastructure	\$6,249,600	\$6,678,934.13	0.584	0.051	0.004	Contra Costa	Yes
25MOY88**	Brian Collier	Marine	Repower two Tier 0 propulsion engines to a diesel-electric hybrid system in a commercial fishing vessel	\$921,000	\$1,083,637.50	1.897	0.104	0.055	San Francisco, Alameda, Contra Costa	Yes
<b>5</b>	<b>Projects</b>			<b>Totals \$ 19,572,776</b>	<b>\$ 21,078,482</b>	<b>3.95</b>	<b>0.28</b>	<b>0.12</b>		

\* Pending case-by-case approval by CARB

\*\* If approved, the execution of the contract for this project will nullify the award for project #23MOY12, which was previously awarded \$444,800 to repower this vessel's engines to Tier-3 diesel. Under this new project #25MOY88, the applicant is proposing the cleaner option of a diesel-electric hybrid system, which has received an award from the California Air Resources Board's Advanced Technology Demonstration and Pilot Projects.

**ATTACHMENT 2**

**All Projects**

**Awarded and Allocated between 7/1/23 and 6/13/24**

Funding Sources: Carl Moyer Program, Transportation Fund for Clean Air, Mobile Source Incentive Fund, FARMER, and Community Air Protection Incentives

(Data in this table are updated quarterly. Funds awarded or allocated after the date range above will be reflected in the next quarterly update.)

Project #	Applicant Name	Project Category	Project Description	Proposed Contract Award	Number of Engines	Emission Reductions (tons per year)			County	Board/APCO Approval Date	Benefits Priority Area(s)	Projected Funding Source(s)
						NOx	ROG	PM				
24R01	BAAQMD	Trip Reduction	Enhanced Mobile Source & Commuter Benefits Enforcement	\$ 150,000	N/A	TBD <sup>1</sup>	TBD <sup>1</sup>	TBD <sup>1</sup>	Regional	6/7/2023 <sup>2</sup>	N/A	1
24R02	BAAQMD	Light Duty (LD) Vehicles	Vehicle Buy Back Program Implementation	\$ 700,000	N/A	-	-	-	Regional	6/7/2023 <sup>2</sup>	N/A	1
24R03	BAAQMD	Trip Reduction	Spare The Air/ Intermittent Control/ Flex Your Commute Programs	\$ 2,290,000	N/A	TBD <sup>1</sup>	TBD <sup>1</sup>	TBD <sup>1</sup>	Regional	6/7/2023 <sup>2</sup>	N/A	1
2302-34214	1567 McAllister Street HOA	LD Infrastructure	Install and operate 5 Level 2 (high) chargers at a MFH facility in San Francisco	\$ 17,500	N/A	0.002	0.001	0.000	San Francisco	6/7/2023 <sup>2</sup>	Yes	1
2301-33229	Carmel Gardens HOA, Burlingame	LD Infrastructure	Install and operate 18 Level 1 chargers at a MFH facility in Burlingame	\$ 45,000	N/A	0.000	0.000	0.000	San Mateo	6/7/2023 <sup>2</sup>	Yes	1
2302-34181	San Rafael Manor	LD Infrastructure	Install and operate 7 Level 2 (high) chargers at a MFH facility in San Rafael	\$ 24,500	N/A	0.007	0.004	0.003	Marin	6/7/2023 <sup>2</sup>	No	1
2302-33758	City of Pittsburg	LD Infrastructure	Install and operate 38 Level 2 (high) and 4 DC Fast chargers at one destination and five workplace facilities in Pittsburg	\$ 349,000	N/A	0.125	0.074	0.009	Contra Costa	6/7/2023 <sup>2</sup>	Yes	1
2303-34270	Contra Costa County	LD Infrastructure	Install and operate 151 Level 2 (high) chargers at 19 workplace facilities in Antioch, Concord, Hercules, Martinez, and Richmond	\$ 748,000	N/A	0.102	0.060	0.038	Contra Costa	6/7/2023 <sup>2</sup>	Yes	1
2303-34330	EVgo Services LLC	LD Infrastructure	Install and operate 66 DC Fast chargers at nine transportation corridor facilities in Antioch, Berkeley, Colma, Concord, Hayward, Oakland, Petaluma, San Jose, and San Mateo	\$ 2,950,000	N/A	1.083	0.671	0.449	Regional	6/7/2023 <sup>2</sup>	Yes	1
2302-33844	Grand Petroleum, Inc.	LD Infrastructure	Install and operate 8 DC Fast chargers at one destination and three transportation corridor facilities in Campbell, Concord, Hayward, and Pleasant Hill	\$ 260,000	N/A	0.016	0.010	0.007	Alameda / Contra Costa / Santa Clara	6/7/2023 <sup>2</sup>	Yes	1
2302-33921	Alameda County Government	LD Infrastructure	Install and operate 7 Level 2 (high) chargers at a destination facility in Castro Valley	\$ 38,500	N/A	0.014	0.008	0.005	Alameda	6/7/2023 <sup>2</sup>	Yes	1
2301-33528	7-Eleven, Inc.	LD Infrastructure	Install and operate 36 DC Fast chargers at nine transportation corridor facilities in Hayward, Millbrae, Redwood City, San Jose, San Ramon, South San Francisco, and Sunnyvale	\$ 990,000	N/A	0.091	0.056	0.038	Regional	6/7/2023 <sup>2</sup>	Yes	1
2302-34083	Circle K	LD Infrastructure	Install and operate 6 DC Fast chargers at a transportation corridor facility in Gilroy	\$ 270,000	N/A	0.041	0.026	0.017	Santa Clara	6/7/2023 <sup>2</sup>	Yes	1
23SBP53	Saftrans Transportation, Inc.	School Bus + Infrastructure	Replace 14 diesel school buses with 14 new electric school buses, and install 11 chargers	\$ 4,822,770	14	0.739	0.040	0.004	Santa Clara	7/19/23	Yes	1, 2
23MOY44	Everport Terminal Services	Off-Road	Repower two Tier-1, one Tier-4 Interim, and two Tier-4 final diesel-powered rubber-tired gantry cranes (RTGs) with five Hybrid, diesel-electric Tier-4 final RTGs	\$ 1,065,200	5	3.707	0.308	0.051	Alameda	7/19/23	Yes	2
23MOY119	Richmond Pacific Railroad	Locomotive	Replace one Tier-0 diesel-powered locomotive with a Tier-4 final diesel-powered locomotive	\$ 828,000	1	2.501	0.431	0.124	Contra Costa	7/19/23	Yes	2
23MOY62	B/S Ranch	Ag/ off-road	Replace two Tier-0 with two Tier-4 diesel-powered agriculture loaders	\$ 88,000	2	0.140	0.024	0.017	Marin	7/14/23	Yes	2
23MOY155	Kistler Vineyards LLC	Ag/ off-road	Replace three Tier-1 with three Tier-4 diesel-powered agriculture tractors, and two Tier-2 with two Tier-4 diesel-powered agriculture tractor	\$ 232,950	3	0.609	0.085	0.066	Sonoma	7/24/23	Yes	2

**ATTACHMENT 2**

**All Projects**

**Awarded and Allocated between 7/1/23 and 6/13/24**

Funding Sources: Carl Moyer Program, Transportation Fund for Clean Air, Mobile Source Incentive Fund, FARMER, and Community Air Protection Incentives

(Data in this table are updated quarterly. Funds awarded or allocated after the date range above will be reflected in the next quarterly update.)

Project #	Applicant Name	Project Category	Project Description	Proposed Contract Award	Number of Engines	Emission Reductions (tons per year)			County	Board/APCO Approval Date	Benefits Priority Area(s)	Projected Funding Source(s)
						NOx	ROG	PM				
23MOY93	Massa LLC	Ag/ off-road	Replace one Tier-2 with one Tier-4 diesel-powered agriculture tractor	\$ 58,250	1	0.091	0.005	0.005	Napa	7/24/23	No	2
23MOY118	Renteria Vineyard Management, LLC	Ag/ off-road	Replace two Tier-1 to two Tier-4 diesel-powered agriculture tractor/crawler	\$ 147,600	2	0.239	0.045	0.035	Napa	7/26/23	Yes	2
23MOY96	T and M Agricultural Services LLC	Ag/ off-road	Replace one Tier-0 with one Tier-4 diesel-powered agriculture tractor/crawler, and one Tier-0 with one Tier-4 diesel-powered agriculture tractor	\$ 55,600	2	0.052	0.046	0.012	Napa	7/26/23	No	2
23MOY98	Fiorio Farm, Inc	Ag/ off-road	Replace one Tier-0 with one Tier-4 diesel-powered agriculture tractor	\$ 73,900	1	0.588	0.076	0.044	Santa Clara	8/4/23	No	2
23MOY116	Tru2Earth Farm LLC	Ag/ off-road	Replace one Tier-0 with one Tier-4 diesel-powered agriculture tractor	\$ 21,000	1	0.029	0.024	0.006	Santa Clara	8/10/23	Yes	2
23MOY74	Sequoia Grove Vineyards, LP	Ag/ off-road	Replace one Tier-1 with one Tier-4 diesel-powered agriculture other equipment	\$ 45,000	1	0.036	0.007	0.005	Napa	8/15/23	No	2
23MOY166	V. Sattui Winery	Ag/ off-road	Replace one Tier-0 with one Tier-4 diesel-powered agriculture tractor, and one Tier-1 with one Tier-4 diesel-powered agriculture tractor	\$ 145,600	2	0.274	0.045	0.033	Napa	8/16/23	No	2
23MOY132	Dottu Bros. LLC	Ag/ off-road	Replace two Tier-0 with two Tier-4 diesel-powered agriculture other equipment	\$ 182,500	2	0.352	0.045	0.028	Sonoma	8/16/23	No	2
23MOY126	Krasilsa Pacific Farms, LLC	Ag/ off-road	Replace one Tier-0 with one Tier-4 diesel-powered agriculture tractor	\$ 76,300	1	0.134	0.016	0.011	Sonoma	8/18/23	No	2
23MOY108	Rocca Family Vineyards	Ag/ off-road	Replace one Tier-1 with one Tier-4 diesel-powered agriculture tractor	\$ 62,900	1	0.130	0.033	0.026	Napa	8/21/23	No	2
23MOY128	Golden Gate Scenic Steamship	Marine	Replace two Tier-2 with two Tier-3 diesel-powered auxiliary engine on a ferry/excursion vessel	\$ 15,750	2	0.052	0.009	0.003	Alameda / Marin / San Francisco	8/4/23	Yes	2
23SBP54	Sunnyvale School District	School Bus	Replace 2 compressed natural gas school buses with 2 electric school buses	\$ 847,000	2	0.078	0.004	0.000	Santa Clara	9/20/23	Yes	1, 2
23MOY150	Sysco	EV Trucks + Infrastructure	Replace 18 diesel-powered heavy heavy-duty trucks with 18 electric heavy heavy-duty trucks and install 23 electric vehicle charging stations	\$ 4,595,084	18	0.967	0.064	0.002	Alameda	9/20/23	No	1,2
23SBP10	San Mateo Union High School District	School Bus + Infrastructure	Replace 8 diesel school buses with 8 electric school buses and associated infrastructure	\$ 2,749,666	8	0.295	0.017	0.005	San Mateo	9/20/23	Yes	1,2
23MOY12	Brian Collier	Marine	Repower two Tier 0 engines to Tier 4 engines on a commercial fishing vessel	\$ 444,800	1	2.554	0.119	0.077	Alameda / Contra Costa	9/20/23	Yes	2
23MOY145	Amnav Maritime, LLC	Marine	Repower two 2018 Tier 3 main engines to 2023 Tier 4 diesel engines on the tug boat Revolution	\$ 2,900,000	1	15.478	1.935	0.302	Alameda / Contra Costa / San Francisco / San Mateo / Solano	9/20/23	Yes	2
23MOY146	Amnav Maritime, LLC	Marine	Repower two 2018 Tier 3 main engines to 2023 Tier 4 diesel engines on the tug boat Sandra Hugh	\$ 3,150,000	1	16.885	2.110	0.330	Alameda / Contra Costa / San Francisco / San Mateo / Solano	9/20/23	Yes	2

**ATTACHMENT 2**

**All Projects**

**Awarded and Allocated between 7/1/23 and 6/13/24**

Funding Sources: Carl Moyer Program, Transportation Fund for Clean Air, Mobile Source Incentive Fund, FARMER, and Community Air Protection Incentives

(Data in this table are updated quarterly. Funds awarded or allocated after the date range above will be reflected in the next quarterly update.)

Project #	Applicant Name	Project Category	Project Description	Proposed Contract Award	Number of Engines	Emission Reductions (tons per year)			County	Board/APCO Approval Date	Benefits Priority Area(s)	Projected Funding Source(s)
						NOx	ROG	PM				
23MOY130	Ramaiah Ale	Ag/ off-road	Replace one Tier-0 with Tier-4 diesel-powered agriculture tractor/crawler	\$ 31,400	1	0.049	0.007	0.004	Contra Costa	8/24/23	Yes	2
23MOY66	Cobb Creek Holdings, LLC DBA CCH Ag Services	Ag/ off-road	Replace one Tier-0 with Tier-4 diesel-powered agriculture excavator	\$ 172,400	1	0.119	0.020	0.014	Napa	8/28/23	No	2
23MOY113	E & M Deniz Dairy	Ag/ off-road	Replace one Tier-0 with Tier-4 diesel-powered agriculture tractor	\$ 351,400	1	0.788	0.076	0.041	Sonoma	8/30/23	No	2
23MOY176	Dirt Farmer & Company, A California Corporation	Ag/ off-road	Replace two Tier-2 with Tier-4 diesel-powered agriculture tractor, and two Tier-3 with Tier-4 diesel-powered agriculture tractor	\$ 295,600	4	0.572	0.041	0.036	Sonoma	8/30/23	No	2
23MOY117	Heritage Vineyard Management, Inc	Ag/ off-road	Replace one Tier-2 with Tier-4 diesel-powered agriculture tractor	\$ 39,400	1	0.035	0.003	0.005	Napa	8/30/23	No	2
23MOY90	Ilsey Brothers Farming, LLC	Ag/ off-road	Replace three Tier-0 to Tier-4 diesel-powered agriculture equipment, including one tractor, one tractor/crawler, and one loader/backhoe	\$ 172,400	3	0.163	0.068	0.026	Napa	9/1/23	No	2
23MOY136	Barbour Vineyards Management LLC	Ag/ off-road	Replace two Tier-1 with Tier-4 diesel-powered agriculture equipment, including one tractor, and one tractor/crawler	\$ 121,150	2	0.180	0.031	0.023	Napa	9/5/23	No	2
23MOY177	A Cut Above Viticulture Service inc.	Ag/ off-road	Replace one Tier-1 with Tier-4 diesel-powered agriculture tractor, and one Tier-0 with Tier-4 diesel-powered agriculture tractor	\$ 88,600	2	0.127	0.038	0.019	Napa	9/6/23	No	2
23MOY127	Circle R Ranch Management LLC	Ag/ off-road	Replace one Tier-1 with Tier-4 diesel-powered agriculture tractor	\$ 85,200	1	0.135	0.021	0.016	Napa	9/6/23	No	2
23MOY129	Tim McDonald	Ag/ off-road	Replace one Tier-1 with one Tier-4 diesel-powered agriculture other equipment	\$ 93,700	1	0.082	0.019	0.015	Napa	9/12/23	No	2
23SBP172	Zum Services	School Bus Infrastructure	Install 13 electric charging stations and associated infrastructure to support electric school buses	\$ 225,000	0	-	-	-	Alameda	9/13/23	Yes	2
23SBP167	Zum Services Inc	School Bus Infrastructure	Install 221 electric charging stations and associated infrastructure to support electric school buses	\$ 1,000,000	0	-	-	-	San Francisco	11/1/23	Yes	2
23SBP171	Zum Services Inc	School Bus Infrastructure	Install 74 electric charging stations and associated infrastructure to support electric school buses	\$ 985,930	0	-	-	-	Alameda	11/1/23	Yes	2, 3
23MOY152	US Foods, Inc.	EV Trucks + Infrastructure	Replace 27 diesel-powered heavy-duty trucks with electric trucks and install 27 electric charging stations and associated infrastructure	\$ 4,252,751	27	1.024	0.069	0.002	Alameda	11/1/23	Yes	1, 2
23MOY174	Swissport USA Inc.	Off-Road	Replace 13 large-spark ignition airport ground support equipment units with 13 zero-emissions units	\$ 685,975	13	0.662	0.151	0.031	San Mateo	11/1/23	Yes	2
23MOY182	City of Fairfield	On-road Infrastructure	Install 16 electric charging stations and associated infrastructure	\$ 330,000	0	-	-	-	Solano	9/19/23	Yes	2
23MOY107	Brisa Ranch, LLC	Off-Road	Replace two Tier-0 with Tier-4 diesel-powered agriculture equipment, including one tractor and one tractor/loader	\$ 144,100	2	0.325	0.049	0.029	San Mateo	9/22/23	No	2
23MOY122	FM Greenville	On-road Infrastructure	Install 40 electric charging stations and associated infrastructure	\$ 495,000	0	-	-	-	Alameda	9/25/23	No	2

**ATTACHMENT 2**

**All Projects**

**Awarded and Allocated between 7/1/23 and 6/13/24**

Funding Sources: Carl Moyer Program, Transportation Fund for Clean Air, Mobile Source Incentive Fund, FARMER, and Community Air Protection Incentives

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						NOx	ROG	PM				
23MOY160	Bains Farms LLC	Off-Road	Replace two Tier-0 with Tier-4 diesel-powered agriculture tractors	\$ 162,900	2	0.395	0.057	0.039	Solano	9/28/23	No	2
23MOY151	Napa Select Vineyard Services, Inc.	Off-Road	Replace one Tier-1 with a Tier-4 diesel-powered agriculture tractor/loader	\$ 103,400	1	0.093	0.021	0.017	Napa	9/29/23	No	2
23MOY144	Moraga Organic Farms LLC	Off-Road	Replace one Tier-1 with a Tier-4 diesel-powered agriculture tractor/loader	\$ 100,500	1	0.136	0.031	0.025	Alameda	9/29/23	No	2
23MOY183	Fathom Ventures, LLC	Marine	Repower one propulsion and four auxiliary marine engines to a marine diesel-electric hybrid system in a registered historic survey-capable excursion vessel	\$ 1,085,000	5	2.239	0.141	0.082	Alameda / San Francisco / Contra Costa / Solano / Marin	11/15/23	Yes	2
23MOY162	Valley View Dairy	Ag/ off-road	Replace one Tier 0 with a Tier-4 diesel-powered agriculture loader	\$ 52,600	1	0.148	0.023	0.014	Sonoma	10/17/23	No	2
23MOY124	Glen E Dejesus	Ag/ off-road	Replace one Tier 0 with a Tier-4 diesel-powered agriculture loader/backhoe	\$ 45,900	1	0.025	0.022	0.006	Contra Costa	10/17/23	Yes	2
23MOY184	Altamura Winery Inc.	Ag/ off-road	Replace one Tier 0 with a Tier-4 diesel-powered agriculture loader and one Tier 0 with a Tier-4 diesel-powered agriculture loader/backhoe	\$ 116,100	2	0.159	0.037	0.016	Napa	10/17/23	No	2
23SBP137	Napa Valley Unified School District	School bus	Replace two CNG buses with two LPG buses	\$ 193,577	2	0.209	0.017	-	Napa	10/19/23	Yes	2
23MOY173	Chasin Goat Grazing LLC	Ag/ off-road	Replace two Tier-0 with Tier-4 diesel-powered agriculture tractors	\$ 70,500	1	0.167	0.021	0.014	Sonoma	10/20/23	Yes	2
23MOY123	Melgoza Dino	Ag/ off-road	Replace one Tier-0 with a Tier-4 diesel-powered agriculture tractor/loader	\$ 35,200	1	0.103	0.016	0.009	Contra Costa	10/24/23	Yes	2
23MOY99	Garvey Vineyard Management, LLC	Ag/ off-road	Replace one Tier-1 with a Tier-4 diesel-powered agriculture tractor, one Tier-2 with a Tier-4 diesel-powered agriculture tractor, and one Tier-3 with a Tier-4 diesel-powered agriculture tractor	\$ 170,900	3	0.248	0.030	0.025	Napa	10/27/23	No	2
23MOY175	Emanuel Correia	Ag/ off-road	Replace one Tier-0 with a Tier-4 diesel-powered agriculture loader	\$ 45,700	1	0.067	0.012	0.009	Sonoma	10/30/23	Yes	2
23MOY112	Grgich Hills Cellar dba Grgich Hills Estate	Ag/ off-road	Replace one Tier-1 with a Tier-4 diesel-powered agriculture tractor, one Tier-2 with a Tier-4 diesel-powered agriculture tractor, and two Tier-1 agriculture tractor/crawlers with a Tier-4 diesel-powered agriculture tractor	\$ 260,600	4	0.394	0.055	0.043	Napa	11/3/23	No	2
23MOY156	Four Seasons Vineyard Management	Ag/ off-road	Replace one Tier-1 with a Tier-4 diesel-powered agriculture tractor and one Tier-0 with a Tier-4 diesel-powered agriculture tractor	\$ 99,000	2	0.245	0.042	0.026	Sonoma	11/6/23	No	2
23MOY111	County Line Harvest, Inc.	Ag/ off-road	Replace one Tier-1 with Tier-4 diesel-powered agriculture tractors	\$ 152,300	1	0.338	0.037	0.023	Sonoma	11/6/23	Yes	2
24MOY14	WattEV CA4, Inc.	On-road Infrastructure	Installation of 30 DC Fast 360 kW electric charging stations and associated infrastructure for a public EV Charging Depot to support Heavy Duty Trucks in West Oakland near Interstate 880	\$ 5,000,000	0	-	-	-	Alameda	12/6/23	Yes	1,2
24MOY20	Prologis Mobility LLC	On-road Infrastructure	Installation of 69 9.9 kW level 2 and 3 180 kW DC Fast electric charging stations and associated infrastructure to support heavy duty trucks and last-mile delivery vehicles for private fleets	\$ 1,500,000	0	-	-	-	Alameda	12/6/23	Yes	1,2
24MOY4	Saltchuk Resources, Inc. dba AmNav Maritime, LLC	Marine Infrastructure	Installation of a 1MW marine power system to support a 6 MWh electric tug	\$ 5,000,000	0	-	-	-	Alameda	12/6/23	Yes	2

**ATTACHMENT 2**

**All Projects**

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						NOx	ROG	PM				
24SBP17	Half Moon Bay High School	School Bus Infrastructure	Installation of three 60 kW DC Fast and four 30 kW DC Fast electric charging stations and associated infrastructure to support public school bus fleet	\$ 416,634	0	-	-	-	San Mateo	12/6/23	Yes	2
24MOY11	City & County of San Francisco - Recreation & Park	Off-road Infrastructure	Installation of 7 electric chargers to support electric utility carts and riding lawn mowers	\$ 126,510	0	-	-	-	San Francisco	12/6/23	Yes	2
24MOY9	City & County of San Francisco - Recreation & Park	Off-road Infrastructure	Installation of 6 electric chargers to support electric utility carts	\$ 115,448	0	-	-	-	San Francisco	12/6/23	Yes	2
24MOY8	City & County of San Francisco - Recreation & Park	Off-road Infrastructure	Installation of 3 electric chargers to support electric utility carts and riding lawn mowers	\$ 63,700	0	-	-	-	San Francisco	12/6/23	Yes	2
24MOY12	City & County of San Francisco - Recreation & Park	Off-road Infrastructure	Installation of 1 electric charger to support electric riding lawn mowers	\$ 24,460	0	-	-	-	San Francisco	12/6/23	Yes	2
24MOY7	City & County of San Francisco - Recreation & Park	Off-road Infrastructure	Installation of 3 electric chargers to support electric utility carts and riding lawn mowers	\$ 105,033	0	-	-	-	San Francisco	12/6/23	Yes	2
24MOY10	City & County of San Francisco - Recreation & Park	Off-road Infrastructure	Installation of 5 electric chargers to support electric utility carts	\$ 183,931	0	-	-	-	San Francisco	12/6/23	Yes	2
24MOY13	CA-ALA-002 PROJECT LLC (EV Realty, Inc.)	On-road Infrastructure	Installation of fifty-eight DC Fast ports, and associated electric infrastructure for a public EV Charging Depot to support mixed private fleets in Livermore	\$ 3,950,000	0	-	-	-	Alameda	12/6/23	Yes	1,2
23MOY158	Delta Air Lines, Inc	Off-road Infrastructure	Installation of 8 electric chargers to support electric ground support equipment	\$ 211,680	0	-	-	-	San Mateo	11/15/23	Yes	2
23MOY143	Larry's Produce LLC	Ag/ off-road	Replace one Tier-0 with Tier-4 diesel-powered skid steer loader	\$ 56,300	1	0.067	0.010	0.006	Solano	11/17/23	No	2
23MOY181	San Francisco Water Taxi	Marine	Install a ChargePoint CPE 250 marine fast charging station for Navier N30 electric hydrofoil water taxis at Pier 39 in San Francisco	\$ 87,200	0	-	-	-	San Francisco	11/28/23	Yes	2
23MOY131	Palm Drive Vineyards LLC	Ag/ off-road	Replace one Tier-0 with Tier-4 diesel-powered loader/backhoe	\$ 66,900	1	0.037	0.031	0.008	Sonoma	11/29/23	No	2
23MOY121	Crowl Holdings, LLC	Marine	Repower one Tier-0 with one Tier-3 diesel-powered engine on a commercial fishing boat	\$ 89,000	1	0.205	(0.005)	0.009	Marin / San Francisco	12/20/23	Yes	2
23MOY147	Terpene Belt Farms LLC	Ag/ off-road	Replace two Tier-0 with Tier-4 diesel-powered tractors	\$ 153,200	2	0.619	0.084	0.048	Contra Costa	12/21/23	No	2
25MOY1	McClelland's Dairy	Ag/ off-road	Replace one Tier-0 with a Tier-4 diesel powered rubber-tired loader	\$ 260,400	1	0.770	0.071	0.041	Sonoma	1/19/24	No	2
25MOY4	Tunzi Brothers Cattle Co	Ag/ off-road	Replace one Tier-0 with a Tier-4 diesel powered tractor/loader	\$ 46,800	1	0.035	0.035	0.009	Sonoma	1/24/24	No	2
25MOY24	HARJIT DHANOA LLC	Ag/ off-road	Replace one Tier-0 tractor with a Tier-4 diesel powered tractor	\$ 76,630	1	0.217	0.027	0.018	Solano	3/26/24	No	2
25MOY19	Donald Dow	Ag/ off-road	Replace one Tier-0 tractor/loader with a Tier-4 diesel powered tractor/loader	\$ 64,400	1	0.074	0.012	0.009	Sonoma	3/27/24	Yes	2

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						NOx	ROG	PM				
25MOY28	Larry Martin Petersen	Ag/ off-road	Replace one Tier-0 tractor with a Tier-4 diesel powered tractor	\$ 70,300	1	0.216	0.028	0.016	Sonoma	3/28/24	No	2
25MOY21	Martinelli Farms, Inc.	Ag/ off-road	Replace one Tier-0 tractor with a Tier-4 diesel powered tractor	\$ 51,400	1	0.155	0.026	0.018	Sonoma	4/4/24	No	2
25MOY49	Terpene Belt Farms LLC	Ag/ off-road	Replace two Tier-0 tractors with two Tier-4 diesel powered tractors	\$ 154,500	1	0.488	0.067	0.039	Alameda	4/4/24	No	2
25MOY8	Farm Napa Valley, LLC	Ag/ off-road	Replace two Tier-2 tractors with two Tier-4 diesel powered tractors and one Tier-0 tractor with a Tier-4 diesel powered tractor	\$ 224,200	3	0.450	0.054	0.045	Napa	4/9/24	No	2
25MOY14	Rocky Hill Enterprise	Ag/ off-road	Replace one Tier-0 tractor with a Tier-4 diesel powered tractor	\$ 59,200	1	0.161	0.025	0.014	Sonoma	4/9/24	No	2
25MOY2	The Bay Leaf Spice Company	Ag/ off-road	Replace one Tier-0 agricultural excavator with a Tier-4 diesel powered agricultural excavator	\$ 126,200	1	0.186	0.031	0.023	Solano	4/11/24	No	2
25MOY10	Shafer Vineyards	Ag/ off-road	Replace one Tier-1 tractor with a Tier-4 diesel powered tractor and one Tier-2 tractor/crawler with a Tier-4 diesel powered tractor/crawler	\$ 159,140	2	0.347	0.043	0.037	Napa	4/11/24	No	2
25MOY7	Opatz Vineyard Management, Inc.	Ag/ off-road	Replace one Tier-3 tractor/crawler with a Tier-4 diesel powered tractor/crawler	\$ 89,000	1	0.119	0.011	0.008	Napa	4/11/24	No	2
25MOY20	GERMAN VINEYARDS LLC	Ag/ off-road	Replace one Tier-0 tractor with a Tier-4 diesel powered tractor	\$ 111,800	1	0.246	0.032	0.022	Solano	4/12/24	No	2
25MOY18	Amazon Recycling and Disposal Inc	Off-road	Replace one Tier-0 with a Tier-4 diesel shredder used to shred construction debris and waste	\$ 3,897,100	5	22.447	2.190	1.334	Contra Costa/San Francisco/Alameda	6/5/24	Yes	2
25MOY53	Morrison Chopping, LLC	Ag/ off-road	Replace one Tier-0 utility tractor with a Tier-4 diesel powered tractor and one Tier-3 utility tractor with a Tier-4 diesel powered tractor	\$ 873,400	2	2.017	0.192	0.114	Sonoma	6/5/24	Yes	2
25MOY15	B & T Farms	Ag/ off-road	Replace one Tier-0 tractor with a Tier-4 diesel powered tractor and one Tier-3 tractor with a Tier-4 diesel powered tractor	\$ 582,800	2	1.409	0.145	0.075	Santa Clara	6/5/24	Yes	2
25MOY85	Amnav Maritime, LLC	Marine	Replace two remanufactured Tier 3 marine propulsion engines with Tier 4 marine propulsion engines in a tugboat	\$ 3,150,000	2	16.885	2.110	0.330	Alameda/Contra Costa/San Francisco	6/5/24	Yes	2
25MOY55	Donald Buhman	Ag/ off-road	Replace one Tier-1 skid steer loader tractor with a Tier-4 diesel powered skid steer loader	\$ 70,500	1	0.054	0.012	0.009	Napa	4/22/24	No	2
25MOY31	Romero Vineyard Management LLC	Ag/ off-road	Replace one Tier-1 tractor with a Tier-4 diesel powered tractor	\$ 66,700	1	0.155	0.024	0.018	Napa	4/30/24	No	2
25MOY35	Dutton Ranch corp.	Ag/ off-road	Replace one Tier-2 tractor with a Tier-4 diesel powered tractor and one Tier-1 tractor with a Tier-4 diesel powered tractor	\$ 100,600	2	0.147	0.025	0.022	Sonoma	5/3/24	No	2
25MOY45	Lopez Vineyard Management	Ag/ off-road	Replace one Tier-1 tractor with a Tier-4 diesel powered tractor	\$ 63,600	1	0.076	0.020	0.016	Napa	5/6/24	No	2
25MOY34	Jaswant S. Bains	Ag/ off-road	Replace two Tier-0 agricultural bin carriers with a Tier-4 diesel powered agricultural bin carrier	\$ 179,800	2	0.181	0.029	0.021	Solano	5/6/24	No	2

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						NOx	ROG	PM				
25MOY143	Webb Ranch, Inc.	Ag/ off-road	Replace one Tier-0 agricultural loader with a Tier-4 diesel powered agricultural loader	\$ 125,900	2	0.193	0.018	0.010	San Mateo	5/8/24	No	2
25MOY39	C & F Farms inc	Ag/ off-road	Replace one Tier-1 agricultural tractor/crawler with a Tier-4 diesel powered agricultural tractor/crawler and one Tier-0 agricultural tractor with a Tier-4 diesel powered agricultural tractor	\$ 488,400	2	0.957	0.058	0.036	Santa Clara	5/10/24	Yes	2
25MOY33	Blue House Farm, LLC	Ag/ off-road	Replace one Tier-0 agricultural tractor with a Tier-4 diesel powered agricultural tractor	\$ 59,300	1	0.242	0.031	0.017	San Mateo	5/14/24	No	2
25MOY25	Llano Oaks Dairy	Ag/ off-road	Replace one Tier-0 agricultural tractor with a Tier-4 diesel powered agricultural tractor	\$ 204,300	1	0.514	0.050	0.027	Sonoma	5/15/24	No	2
25MOY65	McClelland's Dairy	Ag/ off-road	Replace two Tier-0 agricultural diesel-powered tractors with with Tier-4 final agricultural diesel-powered tractors	\$ 244,700	2	0.634	0.083	0.047	Sonoma	6/5/24	No	2
25SBP64	Napa Valley Unified School District	School bus	Replace 1 diesel and 3 CNG school buses with 4 electric school buses	\$ 1,616,038	4	0.143	0.009	0.005	Napa	6/5/24	Yes	2
25MOY144	Tony Lamperti	Ag/ off-road	Replace one Tier-0 agricultural tractor with a Tier-4 diesel powered agricultural tractor and one Tier-0 agricultural tractor/loader with a Tier-4 diesel powered agricultural tractor/loader	\$ 95,855	2	0.138	0.040	0.017	Sonoma	5/16/24	No	2
25MOY40	Dolcini Jersey Dairy	Ag/ off-road	Replace one Tier-0 agricultural tractor with a Tier-4 diesel powered agricultural tractor	\$ 60,000	1	0.249	0.032	0.018	Marin	5/20/24	Yes	2
25MOY83	Andrews Vineyards	Ag/ off-road	Replace one Tier-0 agricultural tractor with a Tier-4 diesel powered agricultural tractor	\$ 70,650	1	0.183	0.029	0.017	Solano	5/20/24	No	2
25MOY89	Hicks Mountain Hens	Ag/ off-road	Replace one Tier-0 agricultural tractor/loader with a Tier-4 diesel powered agricultural tractor/loader	\$ 44,000	1	0.028	0.024	0.006	Marin	5/28/24	Yes	2
25MOY42	Martinelli Vineyard Management, Inc.	Ag/ off-road	Replace one Tier-0 agricultural tractor with a Tier-4 diesel powered agricultural tractor/crawler	\$ 79,600	1	0.112	0.017	0.010	Sonoma	5/28/24	Yes	2
25MOY112	Ilsey Brothers Farming, LLC	Ag/ off-road	Replace one Tier-1 agricultural tractor with a Tier-4 diesel powered agricultural tractor	\$ 70,850	1	0.065	0.016	0.012	Napa	5/29/24	No	2
25MOY129	Palm Drive Vineyards LLC	Ag/ off-road	Replace one Tier-0 agricultural tractor with a Tier-4 diesel powered agricultural tractor	\$ 36,200	1	0.038	0.032	0.008	Sonoma	5/30/24	No	2
25MOY122	Samuel Eakle	Ag/ off-road	Replace two Tier-1 agricultural tractors with two Tier-4 diesel powered agricultural tractors and one Tier-0 agricultural tractor with a Tier-4 diesel powered agricultural tractor	\$ 497,700	3	1.043	0.090	0.059	Napa	5/30/24	Yes	2
25MOY70	Beretta Dairy	Ag/ off-road	Replace one Tier-0 agricultural tractor/loader with a Tier-4 diesel powered agricultural tractor/loader and one Tier-1 agricultural tractor a Tier-4 diesel powered agricultural tractor	\$ 308,650	2	0.593	0.070	0.046	Sonoma	5/30/24	Yes	2
25MOY84	Neve Bros Inc	Ag/ off-road	Replace one Tier-1 agricultural tractor with a Tier-4 diesel powered agricultural tractor	\$ 37,250	1	0.036	0.009	0.006	Sonoma	5/30/24	No	2
25MOY57	Wight Vineyard Management, Inc.	Ag/ off-road	Replace two Tier-0 agricultural tractors with Tier-4 diesel powered agricultural tractors and one Tier-0 agricultural tractor with Tier-4 diesel powered agricultural tractor/crawler	\$ 220,100	3	0.552	0.083	0.058	Napa	6/5/24	No	2
25MOY126	Cook's Flat Associates DBA Smith-Madrone Winery	Ag/ off-road	Replace one Tier-1 agricultural tractor with a Tier-4 diesel powered agricultural tractor	\$ 50,300	1	0.038	0.009	0.007	Napa	6/5/24	No	2

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						NOx	ROG	PM				
25MOY38	Pomponio Farms LLC	Ag/ off-road	Replace one Tier-0 agricultural tractor/crawler with a Tier-4 diesel powered agricultural compact track loader	\$ 94,000	1	0.201	0.031	0.018	San Mateo	6/5/24	No	2
25MOY82	Moreda Valley Dairy	Ag/ off-road	Replace one Tier-1 agricultural tractor/loader with a Tier-4 diesel powered agricultural tractor/loader	\$ 133,000	1	0.126	0.020	0.015	Sonoma	6/5/24	No	2
25MOY99	James Riebli	Ag/ off-road	Replace one Tier-0 agricultural tractor with a Tier-4 diesel powered agricultural tractor	\$ 73,200	1	0.208	0.037	0.026	Sonoma	6/6/24	No	2
25MOY111	Perata Vineyards LLC	Ag/ off-road	Replace one Tier-0 agricultural tractor with a Tier-4 diesel powered agricultural tractor	\$ 59,000	1	0.159	0.025	0.014	Napa	6/6/24	No	2
25MOY137	V. Sangiacomo & Sons, Limited Partnership	Ag/ off-road	Replace one Tier-0 agricultural tractor with a Tier-4 diesel powered agricultural tractor	\$ 59,950	1	0.106	0.018	0.013	Sonoma	6/6/24	No	2
25MOY98	Stornetta Made, Inc.	Ag/ off-road	Replace two Tier-0 agricultural tractor with a Tier-4 diesel powered agricultural tractor	\$ 120,500	2	0.370	0.060	0.042	Napa	6/7/24	No	2
25MOY121	La Prenda vineyards management, inc.	Ag/ off-road	Replace two Tier-0 agricultural tractor/crawler with a Tier-4 diesel powered agricultural tractor/crawler	\$ 89,700	1	0.087	0.020	0.016	Sonoma	6/7/24	No	2
25MOY109	Shafer Vineyards	Ag/ off-road	Replace one Tier-1 agricultural skid steer loader with a Tier-4 diesel powered agricultural compact tracked loader	\$ 80,400	1	0.081	0.018	0.014	Napa	6/10/24	No	2
25MOY92	Rick Spaletta	Ag/ off-road	Replace one Tier-0 agricultural tractor with a Tier-4 diesel powered agricultural tractor/loader	\$ 66,900	1	0.080	0.010	0.007	Sonoma	6/11/24	No	2
25MOY94	Loney Ranch, LLC	Ag/ off-road	Replace one Tier-1 agricultural tractor with a Tier-4 diesel powered agricultural tractor	\$ 71,600	1	0.105	0.022	0.016	Solano	6/11/24	No	2
25MOY81	Andrew Cheda	Ag/ off-road	Replace one Tier-0 agricultural tractor/loader with a Tier-4 diesel powered agricultural tractor/loader	\$ 51,700	1	0.138	0.021	0.013	Marin	6/11/24	No	2
25MOY119	Nieco LLC	Off-road	Replace two uncontrolled LPG industrial forklifts with two zero-emission electric forklifts	\$ 90,500	2	0.117	0.022	0.001	Sonoma	6/12/24	No	2
25MOY36	San Felipe Farms LP	Ag/ off-road	Replace two Tier-0 agricultural tractors with Tier-4 diesel powered agricultural tractors, one Tier-1 agricultural tractor with a Tier-4 diesel powered agricultural tractor, and three Tier-0 agricultural rough terrain forklifts with Tier-4 diesel powered agricultural rough terrain forklifts	\$ 381,650	6	0.578	0.075	0.048	Santa Clara	6/12/24	Yes	2
25SBP123	Mt Diablo School District	School bus + infrastructure	Replace 6 diesel school buses with 6 electric school buses and associated electric infrastructure	\$ 6,249,600	6	0.584	0.051	0.004	Alameda	TBD	Yes	2
25SBP79	Fairfield-Suisun Unified School District	School bus + infrastructure	Replace 5 diesel school buses with EV school buses and associated charging	\$ 4,209,900	5	0.263	0.012	0.001	Solano	TBD	Yes	1,2
25MOY88	Brian Collier	Marine	Repower two Tier 0 propulsion engines to a diesel-electric hybrid system in a commercial fishing vessel	\$ 921,000	2	1.078	-	0.041	San Francisco, Alameda, Contra Costa	TBD	Yes	2
25SBP107	Cupertino Union School District	School bus + infrastructure	Replace 15 diesel school buses with 15 EV school buses and associated infrastructure.	\$ 6,639,100	15	1.080	0.098	0.060	Santa Clara	TBD	Yes	1,2
25SBP105	San Lorenzo Unified School District	School bus + infrastructure	Replace 3 diesel school buses with 3 electric school buses and associated infrastructure	\$ 1,553,176	3	0.123	0.008	0.001	Alameda	TBD	Yes	1,2

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						NOx	ROG	PM				
VBB-FY24	Various	Light Duty (LD) Vehicles	Vehicle retirements under the Vehicle Buy Back program	\$ 711,860	557	5.398	8.154	0.030	All	As of 12/31/2023	Yes	2
<b>Totals</b>				\$ 97,299,548	836	121.0	22.3	5.5				

144 Projects

† Projected Funding Source includes (1) Transportation Fund for Clean Air; (2) CMP/MSIF, FARMER and Community Air Protection Program; (3) Reformulated Gasoline Fund. At the time of award, this funding source is assigned based on funding availability and project eligibility. However, the actual funding source used to pay out a project may be different from the Projected Funding Source due to a variety of factors such as delays in project implementation or other funding sources becoming available.

<sup>1</sup> Funds have been allocated to these programs and projects and results will be determined at the end of project period

<sup>2</sup> Date when BOD approved the program budget for FYE 2024

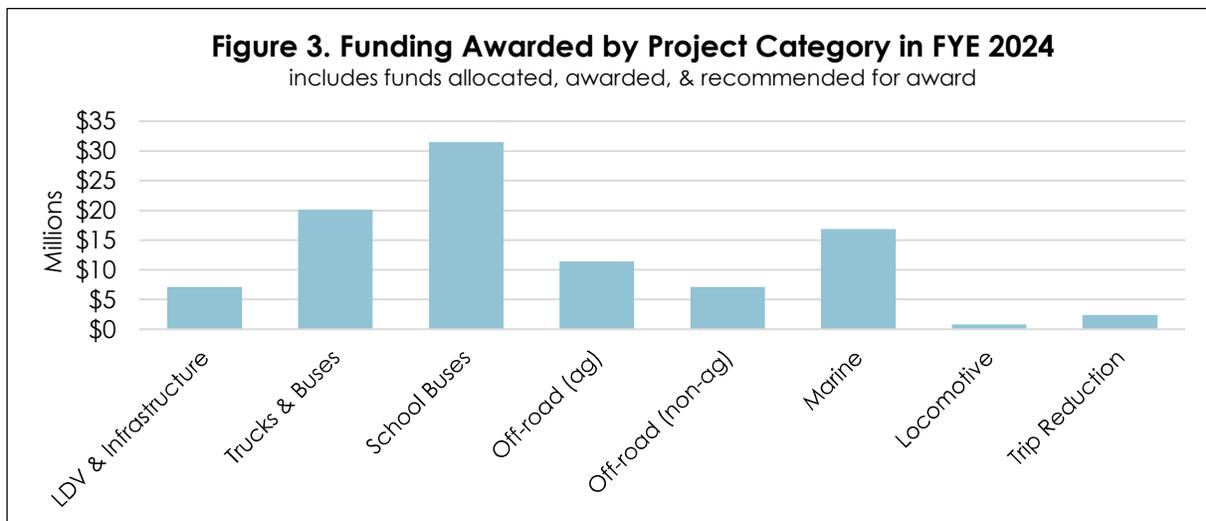
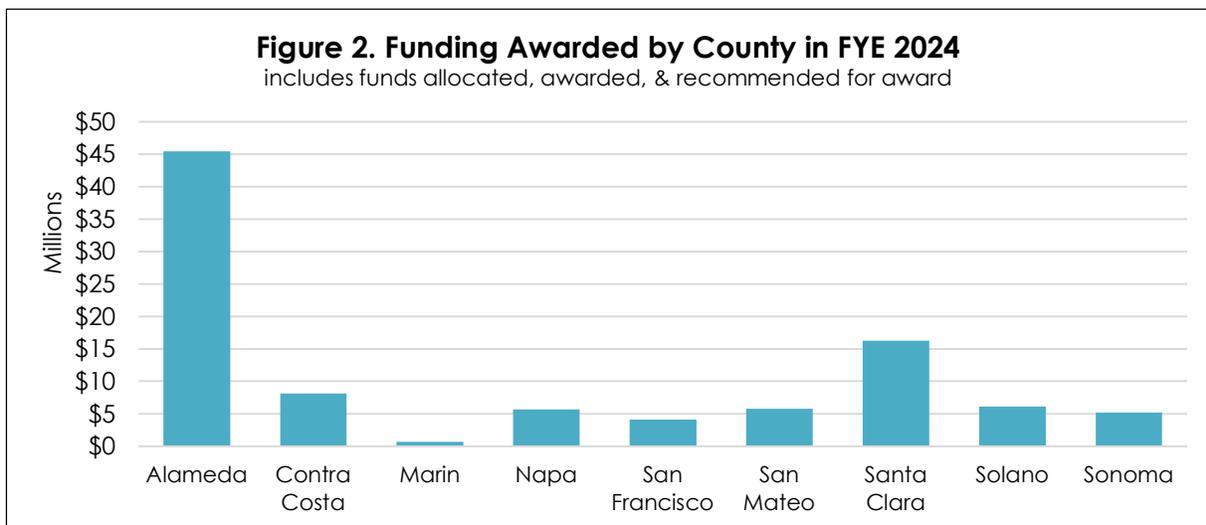
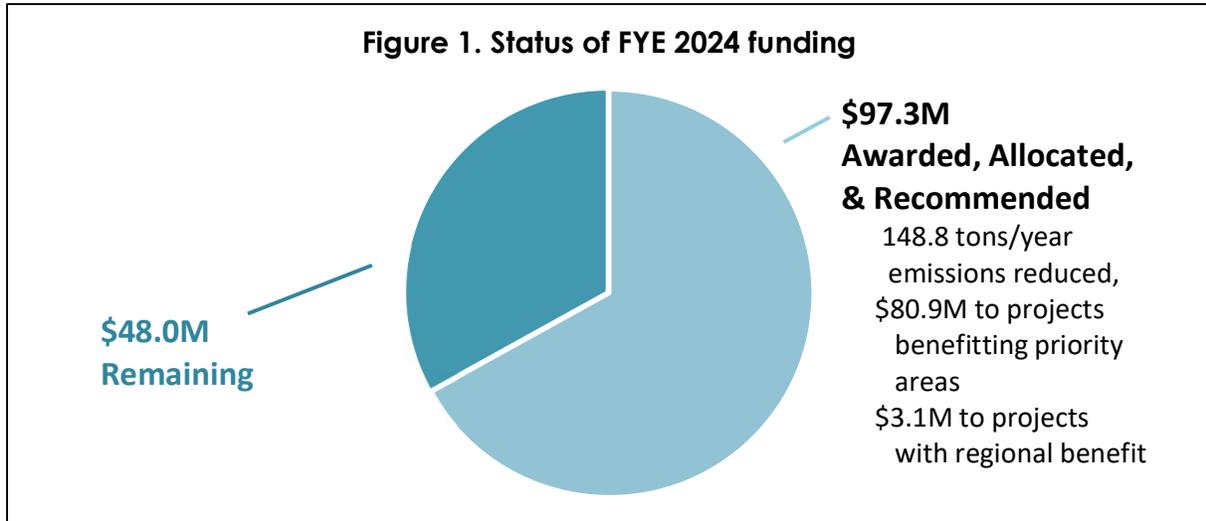
Note: Projects that were previously awarded, but then withdrawn by the grantee, are not shown.

# ATTACHMENT 3

## Funding Facts and Figures

### 7/1/23 through 6/13/24

Funding Sources: Carl Moyer Program, Transportation Fund for Clean Air, Mobile Source Incentive Fund, FARMER, and Community Air Protection Incentives



## Attachment 4

### Sources of Incentive Program Revenue (FYE 2024)<sup>1</sup>

Funding Source Cycle <sup>2</sup>	\$ for Projects and Programs (in Millions)	Award Date	Source
CMP Year 24	\$ 26.7*	3/16/2022	CARB
CMP Year 24 State Reserve	\$ 4.5	6/3/2022	CARB
CMP Year 25	\$ 13.6	2/22/2023	CARB
CMP Year 25 State Reserve	\$ 2.8	5/19/2023	CARB
CAPP Incentives Year 5	\$ 35.4*	6/23/2022	CARB
CAPP Incentives Year 6	\$ 32.7	12/27/2022	CARB
FARMER Year 5	\$ 2.4*	12/14/2022	CARB
TFCA 60% Fund FYE 2024	\$ 13.5	accrues monthly	\$4 DMV fees
Mobile Source Incentive Fund FYE 2024	\$ 11.2	accrues monthly	\$2 DMV fees
CMP Year 26	\$ 13.4	11/21/2023	CARB
<i>CMP Year 26 State Reserve</i>	<i>Up to \$2.4</i>	<i>TBD FYE 2024</i>	<i>CARB</i>
CAPP Incentives Year 7	\$ 31.9	11/20/2023	CARB
FARMER Year 6	\$ 1.2	11/13/2023	CARB
<b>Total Incentive Revenues</b>	<b>\$186.9</b>		

<sup>1</sup> This is not a complete listing of all sources of incentive funds managed by the Air District but covers the sources that are discussed in this report.

<sup>2</sup> Includes Carl Moyer Program (CMP), Community Air Protection (CAP) Incentives, Funding Agricultural Replacement Measures for Emissions Reduction (FARMER), and Transportation Fund for Clean Air (TFCA).

\* Some revenues were partially obligated to projects in fiscal year ending (FYE) 2023 and therefore full amounts may not have been available for award to projects in FYE 2024.

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

Memorandum

To: Chairperson Davina Hurt and Members  
of the Board of Directors

From: Philip M. Fine  
Executive Officer/APCO

Date: September 4, 2024

Re: Appointment of New Community Advisory Council Members

RECOMMENDED ACTION

Recommend the Board of Directors consider appointing the following individuals to the Community Advisory Council:

- Sejal Babaria, Alameda County seat for 2 years
- Patrick Messac, Alameda County seat for 2 years
- Dominick Ramirez, Youth seat for 2 years

This item was discussed at the Community Advisory Council meeting on May 16, 2024. The CAC voted to recommend this item to the full Board for consideration. On July 17, 2024, the Community Equity, Health, and Justice Committee approved the CAC's slate for recommendation to the Board of Directors to consider appointing Sejal Babaria, Patrick Messac, and Dominick Ramirez to the CAC.

BACKGROUND

The following process for appointing new members is in the CAC Charter:

1.4.3.1 Appointment of Members

The CAC members are appointed by the Board of Directors. Vacancies are to be filled by the Board of Directors as described in the following process. The CEHJ shall provide guidance on selection criteria and on prospective CAC members. The CAC shall create a CAC Selection Ad Hoc Committee, which may include at least one CEHJ member or other Board member chosen by the Board Chair, to recommend a candidate or slate of candidates to the Community Equity, Health, and Justice Committee, according to the guidance provided by the CEHJ. The candidates approved by the CEHJ Committee will be recommended to the Board of Directors for final approval. The CAC Selection Ad Hoc will be tasked with developing criteria for the selection of candidates, according to the guidance developed by CEHJ. Priority should be given to individuals from Bay Area communities overburdened by air pollution, environmental justice communities, and/or those with a history of partnering with environmental justice communities.

The Member Selection Ad Hoc Committee was created during the November 30, 2023, CAC meeting and tasked with selecting candidates for the Board to consider appointing them to the Community Advisory Council. The Ad Hoc held their first meeting on January 25, 2024, where they reviewed the timeline and provided feedback on the outreach plan.

The Member Selection Ad Hoc Committee selected candidates for the three vacant CAC seats: 2 seats representing Alameda County and 1 youth seat. The Ad Hoc Committee utilized the criteria approved by the Board in the CAC Charter and Board Resolution No.2023-14 to score applicants. The criteria is:

1. Reflect the diverse demographics of the Bay Area;
2. Include generational history and experience living in communities heavily impacted by air pollution;
3. Demonstrate diversity of relevant experience – including environmental justice, technical expertise, health, and Air District functions or knowledge of the Air District; and
4. Have access to other people who have a range of relevant knowledge and technical experience that could help inform the CAC.

The Ad Hoc Committee scored 33 applications (25 applications for the Alameda County seat and 8 applications for the Youth seat) over a two-week period and met to analyze their scores and come to a consensus for the selection of candidates for the three vacant CAC seats.

#### DISCUSSION

During the May 16, 2024, CAC meeting, the CAC voted to recommend to the Community Equity, Health, and Justice Committee that it recommends to the Board of Directors to consider appointing the following people to fill the three vacant seats on the CAC:

- Sejal Babaria, Alameda County seat for 2 years
- Patrick Messac, Alameda County seat for 2 years
- Dominick Ramirez, Youth seat for 2 years

On July 17, 2024, the Community Equity, Health, and Justice Committee approved the CAC's slate for recommendation to the Board of Directors to consider appointing Sejal Babaria, Patrick Messac, and Dominick Ramirez to the CAC.

#### BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Philip M. Fine  
Executive Officer/APCO

Prepared by: Lisa Flores

Reviewed by: Amy Smith

ATTACHMENTS:

1. New CAC Members Presentation



BAY AREA  
AIR QUALITY  
MANAGEMENT  
DISTRICT

**AGENDA: 21**

# **Community Advisory Council (CAC) Recommendation for New CAC Members**

**Board of Directors Meeting  
September 4, 2024**

**Mayra Pelagio  
CAC Co-Chair**

# Presentation Outcome

- The Board of Directors will consider approving the following individuals for appointment to the Community Advisory Council:
  - Sejal Babaria, Alameda County seat for 2 years
  - Patrick Messac, Alameda County seat for 2 years
  - Dominick Ramirez, Youth seat for 2 years

# Presentation Outline

- A. Creation
- B. Prior to First Meeting
- C. Outreach
- D. Applications
- E. Selected Applicants
- F. Public Comment
- G. Questions
- H. Vote
- I. Results

# Requested Action

- Consider approving the following individuals for appointment to the Community Advisory Council:
  - Sejal Babaria, Alameda County seat for 2 years
  - Patrick Messac, Alameda County seat for 2 years
  - Dominick Ramirez, Youth seat for 2 years

# Sejal Babaria

- Sejal Babaria was born in Philadelphia and raised in South Jersey, but Oakland, where she currently resides, has been her home for almost a decade. Sejal attended Wellesley College and received her B.A. in Urban Studies and her Masters in Learning and Teaching. She has over 10 years of mostly labor organizing experience, primarily with education unions, working with K-12 public sector educators. She has a deep passion for mentoring and coaching youth and the next generation of organizers.

# Patrick Messac

Patrick Messac is an educator and community advocate who has dedicated his professional life to working alongside communities to foster opportunity and advance equity. Patrick earned his B.A. in Public Policy Studies from Duke University and began his teaching career in Phoenix while earning his M.Ed in Secondary Education from Arizona State University. Patrick currently serves as the Director of #OaklandUndivided, an equity-based, collective impact initiative dedicated to bridging Oakland's digital divide.

# Dominick Ramirez

Dominick Ramirez is a 17-year-old from San Francisco who is interested in global affairs. He is currently a senior at KIPP San Francisco College Prep and will be attending San Francisco State University in the Fall where he will pursue a degree in International Business. Dominick hopes to utilize his degree to make a positive impact in the world. Dominick is also active member of the Marie Harrison Community Foundation for Social and Environmental Justice.

# Creation

- The Member Selection Ad Hoc Committee was created during the November 30, 2023 CAC meeting.
- The Ad Hoc consisted of Council Members Gordon, Pelagio, Ruano Hernandez, and Jefferson, as well as Board Chair Hurt.
- The Ad Hoc worked to select candidates for the Board to consider their appointment to the Community Advisory Council candidates.
- The Ad Hoc selected candidates for two vacant Alameda County seats and one vacant Youth seat.

## Creation (cont.)

- The Ad Hoc Committee scored the applicants based on the initial criteria approved by the Board of Directors:
  1. Reflect the diverse demographics of the Bay Area;
  2. Include generational history and experience living in communities heavily impacted by air pollution;
  3. Demonstrate diversity of relevant experience – including environmental justice, technical expertise, health, and Air District functions or knowledge of the Air District; and
  4. Have access to other people who have a range of relevant knowledge and technical experience that could help inform the Community Advisory Council.

# Outreach

- The outreach consisted of:
  - Online efforts (LinkedIn, Instagram, Facebook, X [formerly Twitter], Threads)
  - Nextdoor
  - Air District's Currents Newsletter
  - Air District's Latest News post
  - Emails to James Cary Smith Grantees and AB 617 partners
  - CAC members sending information to their networks

# Outreach

- The Ad Hoc Committee scored 33 applications
  - 25 applications for the Alameda County seat
  - 8 applications for the Youth seat
- The applications were scored over a two-week period.
- On the third and final meeting of the Ad Hoc Committee, they analyzed their scores and came to consensus on the selection of the candidates for the three vacant CAC seats.

# Selected Applicants

- During the May 16, 2024, CAC meeting, the Member Selection Ad Hoc Committee recommended the following candidates to be appointed to the CAC:
  - Sejal Babaria (Alameda County seat) for 2 years
  - Patrick Messac (Alameda County seat) for 2 years
  - Dominick Ramirez (Youth seat) for 2 years
- The CAC approved the recommendation of each of the three new members listed above.
- On July 17, 2024, the Community Equity, Health, and Justice Committee approved the CAC's slate for recommendation to the Board of Directors to consider appointing the individuals listed above to the CAC.

**Questions?**



BOARD MEETING DATE: September 4, 2024

REPORT: Policy, Grants, and Technology Committee

SYNOPSIS: The Policy, Grants, and Technology Committee (Committee) held a meeting on Wednesday, July 10, 2024. The following is a summary of the meeting.

RECOMMENDED ACTION:

Receive and file.

Vicki Veenker, Chair  
Policy, Grants, and Technology Committee

VV:mh

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### **CALL TO ORDER**

**Opening Comments:** Policy, Grants, and Technology Committee (Committee) Chairperson, Vicki Veenker, called the meeting to order at 11:03 a.m.

### **Roll Call:**

Present, In-Person (Bay Area Metro Center (375 Beale Street, 1<sup>st</sup> Floor Temazcal Room, San Francisco, California, 94105): Committee Chairperson Vicki Veenker; Committee Vice Chairperson Sergio Lopez; and Directors Ken Carlson and Noelia Corzo.

Present, In-Person Satellite Location (Napa County Administration Building, Crystal Conference Room, 1195 Third Street, Suite 310, Napa, CA 94559): Director Juan González III.

Present, In-Person Satellite Location (Ava Community Energy, Conference Room 3, 1999 Harrison Street, Suite 2300, Oakland, CA 94612): Director Joelle Gallagher.

Absent: Directors Margaret Abe-Koga, Erin Hannigan, and Katie Rice.

### **Call to Order**

Chair Veenker called the meeting to order at 11:03 a.m.

*For additional details of the Policy, Grants, and Technology Committee Meeting, please refer to the webcast, [which can be found here](#). Please use the webcast's index to view specific agenda items.*

## CONSENT CALENDAR

### 3. **APPROVAL OF THE DRAFT MINUTES OF THE POLICY, GRANTS, AND TECHNOLOGY COMMITTEE MEETING OF MAY 15, 2024**

#### Public Comments

No requests received.

#### Committee Comments

None.

#### Committee Action

Director Corzo made a motion, seconded by Director Carlson, to **approve** the Draft Minutes of the Policy, Grants, and Technology Committee Meeting of May 15, 2024; and the motion **carried** by the following vote of the Committee:

AYES: Carlson, Corzo, Gallagher, Gonzalez, Lopez, Veenker.  
NOES: None.  
ABSTAIN: None.  
ABSENT: Abe-Koga, Hannigan, Rice.

## ACTION ITEMS

### 4. **PROJECTS AND CONTRACTS WITH PROPOSED GRANT AWARDS OVER \$500,000**

Dr. Chad White, Supervising Staff Specialist, gave the staff presentation *Projects and Contracts with Proposed Grant Awards Over \$500,000*, including: action items; outline; Carl Moyer Program (CMP)/Mobile Source Incentive Fund (MSIF), Community Air Protection (CAP) Incentives, and Funding Agricultural Replacement Measures for Emissions Reductions (FARMER); Transportation Fund for Clean Air (TFCA); proposed projects; incentive funds awarded and remaining since July 2023, by project category and county; benefits to priority areas since July 2023; and recommendations.

#### Public Comments

No requests received.

#### Committee Comments

The Committee and staff discussed the cost breakdown for a project that replaces diesel school buses with electric ones *and* installs supporting infrastructure (does the vehicle replacement or its supporting infrastructure cost more); why certain school bus projects are awarded more funds

than others; the alignment between project scoring and equity goals (how household and/or school district of an area income factor in); commuter benefit programs that are funded under TFCA; whether the \$48.5M that was not allocated roll over to the next funding cycle; and appreciation for staff's measuring of cost-effectiveness of projects.

#### Committee Action

Director Carlson made a motion, seconded by Vice Chair Lopez, to **approve** five recommended projects with proposed grant awards over \$500,000 and **authorize** the Executive Officer/Air Pollution Control Officer to enter into all necessary agreements with applicants for the recommended projects; and the motion **carried** by the following vote of the Committee:

AYES: Carlson, Corzo, Gallagher, Gonzalez, Lopez, Veenker.  
NOES: None.  
ABSTAIN: None.  
ABSENT: Abe-Koga, Hannigan, Rice.

#### 5. **RECONSIDERATION OF BOARD-APPROVED POSITION FOR SENATE BILL (SB) 1298 (CORTESE)**

Viet Tran, Deputy Executive Officer of Public Affairs, gave the staff presentation *Reconsideration of Board-Approved Position for Senate Bill (SB) 1298 (Cortese)*, including: outcome; requested action; bill summary; reason for consideration; bill status; and recap of requested action.

#### Public Comments

No requests received.

#### Committee Comments

The Committee and staff discussed whether the amendment to the bill requiring facilities' backup generation technology meets best available control technology requirements prohibits future diesel generation; and whether other agencies and organizations that originally opposed this bill are also changing their positions, due to the bill's amended language.

#### Committee Action

Director Gonzáles made a motion, seconded by Director Corzo, to recommend the Board of Directors do the following:

Change a former Board approved position on current legislation: Remove the Air District's current Board-approved position of "Oppose Unless Amended" and move to a "Neutral" position for SB 1298 (Cortese) - Certification of thermal powerplants: data centers.

The motion **carried** by the following vote of the Committee:

AYES: Carlson, Corzo, Gallagher, Gonzalez, Lopez, Veenker.  
NOES: None.  
ABSTAIN: None.  
ABSENT: Abe-Koga, Hannigan, Rice.

## INFORMATIONAL ITEM

### 6. STATE AND FEDERAL LEGISLATIVE UPDATE

Mr. Tran gave the staff presentation *State and Federal Legislative Update*, including: presentation for information only; outline; outline; Air District-sponsored and co-sponsored bills: Assembly Bill (AB) 1465 (Wicks) – Nonvehicular air pollution: civil penalties, AB 2298 (Hart, et al.) – coastal resources: Protecting Blue Whales and Blue Skies program, SB 382 (Becker) – single family residential property: disclosures, SB 1095 (Becker) – Cozy Homes Cleanup Act: building standards: gas-fuel-burning appliances; Board-approved position bills: AB 817 (Pacheco) – open meetings: teleconferencing: subsidiary body, AB 1894 (Ta); nonvehicular air pollution: civil penalties, AB 2522 (Carrillo) – air districts: governing boards: compensation, AB 2851 (Bonta) – metal shredding facilities: fenceline air quality monitoring, AB 2958 (Calderon) – State Air Resources Board: board members: compensation, SB 537 (Becker) – Department of General Services: memorial to forcibly deported Mexican Americans and Mexican immigrants (no longer pertains to the Air District), SB 674 (Gonzalez) – air pollution: covered facilities: community air monitoring systems: fenceline monitoring systems, SB 1158 (Archuleta) – Carl Moyer Program Air Quality Standards Attainment Program, SB 1193 (Menjivar) – airports: leaded aviation gasoline; other bills of interest: SB 1234 (Allen) – hazardous materials: metal shredding facilities; State Budget update Fiscal Year (FY) 2024-2025; and recent federal activities: pending federal legislation, House subcommittee testimony.

Mr. Tran then provided an update on pending federal legislative activity not listed in presentation: H.R. 8726 (IH) - Alan S. Lowenthal Blue Whales, Blue Skies Act (Carbajal and Huffman); and Proposition 4, a climate bond which would authorize the issuance of bonds in the amount of \$10 billion toward safe drinking water and groundwater, wildfire and forest programs, and to combat sea level rise.

#### Public Comments

No requests received.

#### Committee Comments

The Committee and staff discussed

- AB 817 (Pacheco) – whether anyone is supporting this bill;
- AB 2522 (Carrillo) – whether any air districts are supporting this bill;
- SB 1193 (Menjivar) – concern regarding duplicative efforts between this bill and Federal Aviation Administration (FAA), and whether this bill could override FAA regulations;

and whether incentive dollars can be used to offset the costs of Supplemental Type Certificates;

- AB 2851 (Bonta) – whether this bill is anticipated to be approved by both houses during the current legislative session.

### Committee Action

No action taken.

### **OTHER BUSINESS**

#### **7. PUBLIC COMMENT ON NON-AGENDA MATTERS**

No requests received.

#### **8. COMMITTEE MEMBER COMMENTS**

Director González thanked Air District staff for the explanations of the legislative items on this agenda.

#### **9. TIME AND PLACE OF NEXT MEETING**

Wednesday, September 18, 2024, at 1:00 p.m. at 375 Beale Street, San Francisco, CA 94105. The meeting will be in-person for the Policy, Grants, and Technology Committee members and members of the public will be able to either join in-person or via webcast.

### **Adjournment**

The meeting was adjourned at 12:02 p.m.

### **Attachments**

- #3 – Draft Minutes of the Policy, Grants, and Technology Committee Meeting of May 15, 2024
- #4 – Projects and Contracts with Proposed Grant Awards Over \$500,000
- #5 – Reconsideration of Board-Approved Position for Senate Bill 1298 (Cortese)
- #6 – State and Federal Legislative Update

BOARD MEETING DATE: September 4, 2024

REPORT: Stationary Source Committee

SYNOPSIS: The Stationary Source Committee (Committee) held a meeting on Wednesday, July 17, 2024. The following is a summary of the meeting.

RECOMMENDED ACTION:

Receive and file.

Mark Ross, Vice Chair  
Stationary Source Committee

MR:mh

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## **CALL TO ORDER**

### **Roll Call:**

Present, In-Person (Bay Area Metro Center, 375 Beale Street, 1<sup>st</sup> Floor Board Room, San Francisco, California, 94105): Vice Chairperson Mark Ross; and Directors Ken Carlson, John Gioia, and Gabriel Quinto.

Present, In-Person Satellite Location (Office of Contra Costa County Supervisor, John Gioia, Conference Room, 11780 San Pablo Ave., Suite D, El Cerrito, CA 94530): Director Steve Young.

Present, In-Person Satellite Location (Santa Rosa Junior College, Doyle Library, 1501 Mendocino Avenue, Room 148, Santa Rosa, California, 95401): Director Lynda Hopkins.

Present, In-Person Satellite Location (Office of Santa Clara County Supervisor Otto Lee, 70 W Hedding St, East Wing, 10th Floor, San Jose, California, 95110): Director Otto Lee.

Present, In-Person Satellite Location (City of Palo Alto City Hall, 250 Hamilton Ave., Palo Alto, California, 94301): Director Vicki Veenker.

Absent: None.

### **Call to Order**

Vice Chair Ross called the meeting to order at 10:00 a.m.

*For additional details of the Stationary Source Committee Meeting, please refer to the webcast, [which can be found here](#). Please use the webcast's index to view specific agenda items.*

## CONSENT CALENDAR

### 3. APPROVAL OF THE DRAFT MINUTES OF THE STATIONARY SOURCE COMMITTEE MEETING OF MAY 8, 2024

#### Public Comments

No requests received.

#### Committee Comments

None.

#### Committee Action

Director Carlson made a motion, seconded by Director Lee, to **approve** the Draft Minutes of the Stationary Source Committee Meeting of May 8, 2024; and the motion **carried** by the following vote of the Committee:

AYES:	Carlson, Gioia, Hopkins, Lee, Quinto, Ross, Young.
NOES:	None.
ABSTAIN:	None.
ABSENT:	Veenker.

## INFORMATIONAL ITEMS

### 4. MID-YEAR REVIEW OF THE 2024 REGULATORY AGENDA (OUT OF ORDER, ITEM 5)

David Joe, Manager of Rules and Strategic Policy, gave the staff presentation *Mid-Year Review of the 2024 Regulatory Agenda*, including: outcome; outline; rules status update; regulatory commitments; updating our prioritization process; and next steps.

NOTED PRESENT: Director Veenker was noted present at 10:05 a.m.

#### Public Comments

Public comments were given by Bob Brown, Western States Petroleum Association.

#### Committee Comments

The Committee and staff discussed appreciation for the Air District's Regulations 9-4 and 9-6 (which reduce emissions of nitrogen oxides from residential and commercial furnaces and water heaters in buildings in the Bay Area), as similar regulations are being passed in other states, and market signaling is resulting in manufacturer compliance; the need to proactively address any misinformation about Regulations 9-4 and 9-6 that is being perpetuated; concerns about

anticipated cost burdens (especially for households in disadvantaged communities) when replacing appliances to comply with Regulations 9-4 and 9-6, and concerns regarding the amount of time it may take for a household to receive a rebate after having to pay for costs up front to upgrade their appliances; the suggestion of communicating the savings and benefits of installing appliances that comply with Regulations 9-4 and 9-6; the San Francisco Planning and Urban Research Association's May 2024 publication *Solving The Panel Puzzle: Avoiding and Streamlining Electric Panel and Service Upsizing to Accelerate Building Decarbonization*; the desire for equitable just transition (a set of principles, processes, and practices that aim to ensure that no people, workers, places, sectors, countries or regions are left behind in the transition from a high-carbon to a low carbon economy); the extent to which the economic impacts of Regulations 9-4 and 9-6 will be evaluated and addressed in the December 2024 report to the Board; the need for additional funding to address air pollution for overburdened communities; whether the Air District has sufficient staffing capacity to prioritize desired rule development; the desire for subsidized electrical panel upgrades for low-income households, and whether middle-income households could be eligible as well; the desire for Assembly Bill 617 (Community Health Protection Program) Community Emissions Reduction Plans to be implemented as soon as possible after adoption by the Air District's Board and then the California Air Resources Board; the public's desire for development on a flaring rulemaking; and the desire that the Air District publishes the anticipated timeline for all potential rulemakings as soon as possible.

#### Committee Action

No action taken.

### **5. BAY AREA CLEAN WATER AGENCIES UPDATE (BACWA) (ITEM 4)**

Lorien Fono, Executive Director of the Bay Area Clean Water Agencies, gave the presentation *BACWA/BAAQMD (Bay Area Air Quality Management District) Workgroup*, including: who is BACWA, BACWA's mission and vision; advent of BACWA/BAAQMD Workgroup; BACWA and BAAQMD goals addressed by Workgroup; notable outcomes; and future work.

#### Public Comments

No requests received.

#### Committee Comments

The Committee and staff discussed whether BACWA is concerned about any Air District regulations; whether the BACWA/BAAQMD Workgroup is investigating polyfluoroalkyl substances (PFAS) in Bay Area wastewater and air; wastewater monitoring for SARS-CoV-2 in the San Francisco Bay Area; and how Mango Materials recently completed a polyhydroxyalkanoate (PHA) production facility at a wastewater treatment plant in Vacaville (methane is captured from microbes that clean the public water supply and channel it into bioreactors with their methane-consuming bacteria), and whether BACWA plans to conduct a pilot program on co-digestion and carbon management.

Committee Action

No action taken.

**6. TOXIC AIR CONTAMINANT CONTROL PROGRAM ANNUAL REPORT – 2024**

Carol Allen, Engineering Manager, gave the staff presentation *Toxic Air Contaminant (TAC) Control Programs Annual Report 2024*, including: outcome; outline; requested action; background on Annual Report; description of toxic control programs; facility risk reduction programs; risk management thresholds and actions; facility Health Risk Assessments (HRA) and status; highlights to next steps; and toxic inventory mapping tool.

Public Comments

Public comments were given by Tanya Boyce, Environmental Democracy Project.

Committee Comments

The Committee and staff discussed the status of final approved Health Risk Assessments (HRA) of the regulated community, and which facilities are required to complete a final approved HRA; concern about the fact that this rule is not being implemented according to its original schedule, and the anticipated implementation timeline; status of petroleum refinery HRAs; the difference between toxic New Source Review source risk and facility risk; and alternatives to Best Available Retrofit Control or Best Available Control Technologies.

Committee Action

No action taken.

**OTHER BUSINESS**

**7. PUBLIC COMMENT ON NON-AGENDA MATTERS**

No requests received.

**8. COMMITTEE MEMBER COMMENTS**

Chair Gioia asked that the Air District provide the Committee with a future presentation on methodologies to quantify economic (dollar) values for health impacts.

Vice Chair Ross wondered how vigorously fossil fuel producers will try to entice their former customers back as people transition from fossil fuels to renewable energy, and whether supply gluts will result.

Director Carlson expressed concerns over mixed messages that this constituents receive from Pacific Gas & Electric regarding grid capacity.

## 9. TIME AND PLACE OF NEXT MEETING

Wednesday, September 11, 2024, at 10:00 a.m. at 375 Beale Street, San Francisco, CA 94105. The meeting will be in-person for the Stationary Source Committee members and members of the public will be able to either join in-person or via webcast.

### **Adjournment**

The meeting was adjourned at 11:48 a.m.

### **Attachments**

- #3 – Draft Minutes of the Stationary Source Committee Meeting of May 8, 2024
- #4 – Bay Area Clean Water Agencies Update
- #5 – Mid-Year Review of the 2024 Regulatory Agenda
- #6 – Toxic Air Contaminant Control Program Annual Report - 2024

BOARD MEETING DATE: September 4, 2024

REPORT: Community Equity, Health, and Justice Committee

SYNOPSIS: The Community Equity, Health, and Justice Committee (Committee) held a meeting on Wednesday, July 17, 2024. The following is a summary of the meeting.

RECOMMENDED ACTION:

Receive and file.

John Gioia, Chair  
Community Equity, Health, and Justice Committee

JG:mh

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### **CALL TO ORDER**

**Opening Comments:** Community Equity, Health & Justice Committee (Committee) Chairperson, John Gioia, called the meeting to order at 1:01 p.m.

### **Roll Call:**

Present, In-Person (Bay Area Metro Center, 375 Beale Street, 1<sup>st</sup> Floor Board Room, San Francisco, California, 94105): Committee Chairperson John Gioia; Committee Vice Chairperson Noelia Corzo; and Directors Mark Salinas and Shamann Walton.

Absent: Directors Joelle Gallagher.

### **Call to Order**

Chair Gioia called the meeting to order at 1:01 p.m.

*For additional details of the Community Equity, Health, and Justice Committee Meeting, please refer to the webcast, [which can be found here](#). Please use the webcast's index to view specific agenda items.*

### **CONSENT CALENDAR**

- 3. APPROVAL OF THE DRAFT MINUTES OF THE COMMUNITY EQUITY, HEALTH & JUSTICE COMMITTEE MEETING OF MAY 8, 2024**

### **Public Comments**

No requests received.

Committee Comments

None.

Committee Action

Director Walton made a motion, seconded by Vice Chair Corzo, to **approve** Minutes of the Community Equity, Health & Justice Committee of May 8, 2024; and the motion **carried** by the following vote of the Committee:

AYES: Corzo, Gioia, Salinas, Walton.  
NOES: None.  
ABSTAIN: None.  
ABSENT: Gallagher.

**ACTION ITEM**

**4. COMMUNITY ADVISORY COUNCIL (CAC) RECOMMENDATION FOR NEW CAC MEMBERS**

CAC Co-Chairperson, Mayra Pelagio, gave the presentation *CAC Recommendation for New CAC Members*, including: outcome; outline; requested action; Sejal Babaria; Patrick Messac; Dominik Ramriez; creation; prior to first meeting; outreach; applications; and selected applicants.

Public Comments

No requests received.

Committee Comments

The Committee and staff discussed the diversity of the current Council Members; and appreciation for staff preparing a recruitment that generated so much interest.

Committee Action

Director Walton made a motion, seconded by Vice Chair Corzo, to recommend the Board of Directors **appoint** the following individuals to the Community Advisory Council, effective September 4, 2024: Sejal Babaria, Alameda County seat for 2 years; Patrick Messac, Alameda County seat for 2 years; Dominick Ramirez, Youth seat for 2 years; and the motion **carried** by the following vote of the Committee:

AYES: Corzo, Gioia, Salinas, Walton.  
NOES: None.  
ABSTAIN: None.  
ABSENT: Gallagher.

## INFORMATIONAL ITEMS

### 5. **COMMUNITY ADVISORY COUNCIL UPDATE ON THE MARCH 21, 2024 AND MAY 16, 2024 COMMUNITY ADVISORY COUNCIL MEETINGS**

CAC Co-Chairperson, Ken Szutu, gave the presentation *Overview of the March 21 and May 16 Community Advisory Council Meetings*, including: requested action; outline; introduction of CAC Co-Chairs; March 21, 2024 CAC meeting action and informational items; and May 16, 2024 CAC meeting action and informational items.

#### Public Comments

No requests received.

#### Committee Comments

The Committee and staff discussed appreciation for the Council Co-Chairs.

#### Committee Action

No action taken.

### 6. **ENVIRONMENTAL JUSTICE LAW FELLOWSHIP PROGRAM**

Alexander Crockett, General Counsel, gave the staff presentation *Environmental Justice Law Fellowship Program*, including: outcome; outline; presentation for information only; program overview; content of program; eligibility and selection criteria; outreach, recruitment, and selection; naming opportunity; and next steps.

#### Public Comments

No requests received.

#### Committee Comments

The Committee and staff discussed whether a person is eligible to apply *before* earning their State Bar of California License; whether fellows will receive Air District fringe benefits; funding sources for this program, and how the program would be financially sustained over time; the suggestion of collecting donations or raising funds through a non-profit organization to fund this program; the suggestion of recruiting fellows as early as college undergraduates; the maximum number of fellows per year; and appreciation for providing opportunities for new environmental law attorneys.

#### Committee Action

No action taken.

## **OTHER BUSINESS**

### **7. PUBLIC COMMENT ON NON-AGENDA MATTERS**

No requests received.

### **8. COMMITTEE MEMBER COMMENTS**

None.

### **9. REPORT OF THE DEPUTY EXECUTIVE OFFICER OF EQUITY AND COMMUNITY PROGRAMS**

Arsenio Mataka, Deputy Executive Officer for Equity and Community Programs, announced that the inaugural three-year grant cycle of the James Cary Smith Community Grant Program is currently underway; Year 2 launched in 2023, and Year 3 launched in 2024. \$6.6 M is being awarded to 33 grantees in this third and final year. The Air District is evaluating the program and next steps.

#### **Public Comments**

No requests received.

#### **Committee Comments**

The Committee and staff discussed the California Endowment's "Building healthy Communities" (ten-year) program, and how its legacy in capacity building empowered disadvantaged communities and community-based organizations.

### **10. TIME AND PLACE OF NEXT MEETING**

Wednesday, September 11, 2024, at 1:00 p.m. at 375 Beale Street, San Francisco, CA 94105. The meeting will be in-person for the Community Equity, Health and Justice Committee members and members of the public will be able to either join in-person or via webcast.

#### **Adjournment**

The meeting was adjourned at 2:10 p.m.

#### **Attachments**

- #3 – Draft Minutes of the Community Equity, Health, and Justice Committee Meeting of May 8, 2024
- #4 – Community Advisory Council (CAC) Recommendation for New CAC Members
- #5 – Community Advisory Council Update on the March 21, 2024 and May 16, 2024 Community Advisory Council Meetings
- #6 – Environmental Justice Law Fellowship Program

BOARD MEETING DATE: September 4, 2024

REPORT: Community Advisory Council

SYNOPSIS: The Community Advisory Council (Council) held a meeting on Thursday, July 25, 2024. The following is a summary of the meeting.

RECOMMENDED ACTION:

Receive and file.

John Kevin Jefferson, Co-Chair  
Mayra Pelagio, Co-Chair  
Ken Szutu, Co-Chair  
Community Advisory Council

JKJ/MP/KS:mh

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### **CALL TO ORDER - ROLL CALL**

The meeting Facilitator, Randolph Belle of Randolph Belle, Artist (RBA) Creative, called the Community Advisory Council (Council) in-person meeting to order at 6:12 p.m.

#### **Roll Call:**

Present, In Person: Council Co-Chairpersons John Kevin Jefferson, Mayra Pelagio, and Ken Szutu; and Council Members Dr. Juan Aguilera, William Goodwin, Joy Massey, Rio Molina, Dr. John Ritterman, Violet Saena, Latasha Washington.

Participated Remotely, via Zoom via Assembly Bill (AB) 2449 (remote presence does not count for quorum, but votes are counted for all action items): Council Members Arieann Harrison and Kevin G. Ruano Hernandez and (just cause).

Absent: Council Members Fernando Campos and Ms. Margaret Gordon.

*For additional details of the Community Advisory Council Meeting, please refer to the [webcast](#). Please use the webcast's index to view specific agenda items.*

## CONSENT CALENDAR

### 3. APPROVAL OF THE DRAFT MINUTES OF THE COMMUNITY ADVISORY COUNCIL MEETING OF MAY 16, 2024

#### Public Comments

Public comments were given by Ms. Margaret Gordon.

#### Council Comments

None.

#### Council Action

Dr. Ritterman made a motion, seconded by Council Member Harrison, to **approve** the Draft Minutes of the Community Advisory Council Meeting of May 16, 2024, and the motion **carried** by the following vote of the Council:

AYES: Aguilera, Goodwin, Harrison, Molina, Pelagio, Ritterman, Ruano  
Hernandez, Saena, Szutu.  
NOES: None.  
ABSTAIN: Massey, Washington.  
ABSENT: Campos, Gordon, Jefferson.

Motion Approved

## ACTION ITEMS

### 4. SELECTION OF A COMPLIANCE AND ENFORCEMENT AD HOC COMMITTEE

Dr. Meredith Bauer, Deputy Executive Officer of Engineering and Compliance and Brian Butler, Senior Air Quality Engineer, gave the staff presentation *Selection of a Compliance and Enforcement Ad Hoc Committee*, including: outcome; requested action; outline; Air District Compliance and Enforcement leadership and programs; background on Council Compliance and Enforcement topics; and purpose and process of the Compliance and Enforcement Ad Hoc Committee.

NOTED PRESENT: Co-Chair Jefferson was noted present at 6:30 p.m.

#### Public Comments

No requests received.

### Council Comments

The Council and staff discussed concerns about whether environmental Justice (EJ) policy priorities that are being incorporated into the Strategic Plan and potential priorities of the Compliance and Enforcement Ad Hoc Committee may be duplicated; the desire for a more specific purpose of the Compliance and Enforcement Ad Hoc Committee than what was proposed; the desire to use the Compliance and Enforcement Ad Hoc Committee as a means to have Air District staff expeditiously address concerns and questions from impacted communities and get them to Air District staff; whether Compliance and Enforcement staff will report to just the Compliance and Enforcement Ad Hoc Committee or the full Council; whether the potentially incoming Council Members (who the Board will consider for appointment in September 2024) have expressed interest in serving on the Compliance and Enforcement Ad Hoc Committee; the anticipated installment of the Compliance and Enforcement Ad Hoc Committee, and its anticipated longevity (ad hoc committees aim to complete their tasks within six months of assignment, per the Council's Charter); whether the Compliance and Enforcement Ad Hoc Committee will have a role or influence during an air quality incident; whether the Compliance and Enforcement Ad Hoc Committee will provide recommendations to the Council that will lead to Board recommendations that change policies and processes regarding settlements; and the anticipated meeting schedule of the Compliance and Enforcement Ad Hoc Committee.

### Council Actions

Co-Chairs Jefferson and Szutu, and Council Members Goodwin, Gordon, and Ritterman, expressed their interest to be on the Compliance and Enforcement Ad Hoc Committee.

Dr. Aguilera made a motion to form a Compliance and Enforcement Ad Hoc Committee consisting of the five forementioned Council Members (no one seconded the motion), but then Dr. Aguilera was asked if he wished to amend his motion to include Councilmembers Harrison and Ruano Hernandez, who also expressed their interest. Mr. Belle clarified that the addition of both Councilmembers Harrison and Ruano would exceed the maximum of members on the Compliance and Enforcement Ad Hoc Committee, and that one of them would need to withdraw their desire to be on the Compliance and Enforcement Ad Hoc Committee entirely. Subsequently, Council Member Harrison withdrew her name from the list.

Dr. Aguilera made amended his original motion, seconded by Co-Chair Jefferson, to **form** a Compliance and Enforcement Ad Hoc Committee consisting of:

Co-Chair Szutu  
Council Member Ms. Gordon  
Council Member Dr. Ritterman  
Council Member Ruano Hernandez  
Co-Chair Jefferson (as an alternate)  
Council Member Goodwin (as an alternate)

to collaborate with Air District staff and community stakeholders in developing an agenda of compliance and enforcement topics to be discussed during the 2025 Council meetings; and the motion **carried** by the following vote of the Council:

AYES: Aguilera, Goodwin, Harrison, Jefferson, Molina, Pelagio, Ritterman, Ruano Hernandez, Saena, Szutu.  
NOES: None.  
ABSTAIN: Massey, Washington.  
ABSENT: Campos, Gordon.

Motion Approved

**THE COUNCIL RECESSED AT 7:35 P.M., AND RESUMED AT 7:55 P.M.**

**5. COUNCIL MEMBER COMMENTS (OUT OF ORDER, ITEM 8)**

Dr. Ritterman requested that the Air District arrange a presentation from the company QuitCarbon for the Council regarding just transition.

Council Member Massey announced her resignation from the Council, effective July 26, 2024. She thanked the Council and read an excerpt of her application to the Council that she had submitted, noting that her experience on the Council exceeded her expectations. The Council thanked her for her service.

**INFORMATIONAL ITEM**

**6. STRATEGIC PLAN UPDATE (ITEM 5)**

Dr. Philip M. Fine, Executive Officer / Air Pollution Control Officer (APCO) gave the staff presentation *Strategic Plan Update*, including: overview; Strategic Plan purpose and scope; a vision for change; EJ solutions and EJ priorities are the foundation of the Strategic Plan; partnership with the Council; EJ priorities and goals; partnership with the Council’s EJ Policy Ad Hoc Committee; reflections on the benefit of collaboration; accountability: resource alignment and progress and action plans; examples of actions already underway; next steps.

Dr. Fine then asked the EJ Ad Hoc Committee Co-Chair Molina and Dr. Bauer to reflect on their experiences during the EJ Ad Hoc meetings.

Public Comments

No requests received.

Council Comments

The Council and staff discussed the Council’s EJ goals of seeking appropriate legal remedies, collaborating and coordinating with EJ communities on those remedies, imposing high enough

penalties, and reaching deterrence-based outcomes with violators; whether the Air District monitors reductions in carbon, methane, and nitrogen oxides; the suggestion of revising the language of the EJ goal, “Be an effective, accountable, and customer-oriented organization” to specify whether the “customers” are industry or the EJ community; the suggestion that Air District staff takes the Draft Strategic Plan to Bay Area overburdened communities (or at least each of the nine Bay Area Counties) to make sure they understand what is being proposed, to ensure those communities that the Air District is addressing their air quality-related concerns; the request that Strategic Plan-related items come to the full Council instead of the Council’s EJ Policy Ad Hoc Committee; and why the Air District is evaluating Purple Air’s monitoring data for location-specific information.

Council Actions

No action taken.

**7. COMMUNITY BENEFIT FUND (CBF) AD HOC COMMITTEE UPDATE (ITEM 6)**

Council Member Goodwin provided this update, including:

- The CBF Ad Hoc Committee has selected participatory budgeting as its process for the allocation and distribution of the CBF, currently \$3M. A skeleton plan has been developed, including implementation, facilitation of the process, types of eligible projects that can be awarded, reporting process.)
- The CBF Ad Hoc Committee has met with Arsenio Mataka, Deputy Executive Officer of Equity & Community Programs, regarding the hiring of a consultant to assist with the participatory budgeting proposed recommendation.
- The CBF Ad Hoc Committee is developing the scope of work for the consultant. The Council will receive updates regarding this process at the Council’s next meeting.

Public Comments

No requests received.

Council Comments

None.

Council Action

No action taken.

## **OTHER BUSINESS**

### **8. (REPORT OF THE EXECUTIVE OFFICER / AIR POLLUTION CONTROL OFFICER (APCO) (ITEM 7))**

Dr. Philip M. Fine, Executive Officer / APCO, announced the following:

- Acknowledgement of Joy Massey’s contributions and two and a half years of service as a Council Member.
- The Assembly approved Senate Bill 674 to strengthen monitoring at and around refineries. The bill includes requirements for monitoring, notifications, third-party auditing, and root-cause analysis. The bill is heading to the Senate for a concurrence vote in August, and then to the Governor’s desk for approval.
- We’ve begun operating a new air monitoring station in Benicia, to improve the monitoring in communities near refineries.
- Other bills currently active include SB 1234 (Allen) and AB 2561 (Bonta) related to regulation of metal shredding operations, SB 1193 (Menjivar) relating to phasing out leaded aviation gas, District-sponsored AB 1465 (Wicks) related to refinery penalties, and District-sponsored AB 2298 (Hart) related to oceangoing vessel speed reductions.
- The Legislature returns from recess on August 5, and has until August 31 to send bills to the Governor.
- The Electric Charging Infrastructure Solicitation for Heavy-duty Vehicles & Equipment is currently open through noon on August 1 and aims to award \$35 million to help accelerate electrification in the heavy-duty sector, including trucks, buses, locomotives, marine vessels, commercial lawn and garden equipment, construction equipment, and other off-road equipment. At least 80% of the funds will support projects benefiting air quality in Air District priority communities (DAC, LIC, and AB617 communities).
- The Clean HEET Program is designed to reduce particulate matter being emitted from residential woodburning stoves and fireplace inserts. The current application cycle will close on July 18th, and we will immediately reopen this program and continue to accept applications through September 24th. At least 60% of the funds will support projects benefiting air quality in Air District priority communities (DAC, LIC, and AB617 communities).
- On July 1st the incentive amount paid to participants in the Air District’s Vehicle Buy-Back program increased to \$1500 (up from \$1200). The Vehicle Buy-Back Program pays Bay Area owners of 1998 and older cars and light-duty trucks \$1,500 for selling their vehicle at a participating dismantler. We aim to award over \$7 million through his program to residents to help remove the oldest and dirtiest vehicles from our roads.
- Please join Air District staff who will be tabling at the Zero-Emissions Showcase + Ride & Drive on August 14th at the Oakland Coliseum. This event is hosted by the California Air Resources Board (CARB) and CALSTART and will feature zero-emissions medium- and heavy-duty trucks (Class 2b-8), heavy-duty off-road equipment, school and transit buses, and commercial vans. This is an opportunity to get behind the wheel of these vehicles and to learn about funding programs offered by the state and Air District. Registration is free. <https://zeroemissiontrucks.org/>

## Public Comments

No requests received.

## Council Comments

The Council and staff discussed a desire for the Council to host town hall meetings throughout the Air District's nine-county jurisdiction; and the Air District's lack of authority to grant permits to mobile sources, but financial incentives for projects that reduce criteria pollutants and greenhouse gases through mobile source and low- or zero-emission transportation projects.

## **9. TIME AND PLACE OF NEXT MEETING**

Thursday, September 19, 2024, at 6:00 p.m. at the California State University East Bay Oakland Professional Development and Conference Center, Trans Pacific Center, 1000 Broadway, Suite 109, Oakland, CA 94607. The meeting will be in-person for the Community Advisory Council members and members of the public will be able to either join in-person or via webcast.

## **Adjournment**

The meeting was adjourned at 9:06 p.m.

## Attachments

- #3– Approval of the Draft Minutes of the Community Advisory Council Meeting of May 16, 2024
- #4– Selection of a Compliance and Enforcement Ad Hoc Committee
- #5– Strategic Plan Update

BOARD MEETING DATE: September 4, 2024

REPORT: Advisory Council

SYNOPSIS: The Advisory Council (Council) held a meeting on Monday, July 29, 2024. The following is a summary of the meeting.

RECOMMENDED ACTION:

Receive and file.

Dr. Gina Solomon, Chair  
Advisory Council

GS:mh

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### **CALL TO ORDER**

**Opening Comments:** Advisory Council (Council) Chairperson Solomon called the meeting to order at 9:02 a.m.

#### **Roll Call:**

Present: Chairperson Dr. Gina Solomon; Vice Chairperson Dr. Phil Martien; and Members Dr. Stephanie Holm, Professor Michael Kleinman, Garima Raheja, Dr. Michael Schmeltz, and Board Liaison Davina Hurt.

Absent: Member Professor Ann Marie Grover Carlton.

#### **Call to Order**

Chair Solomon called the meeting to order at 9:02 a.m.

*For additional details of the Advisory Council Meeting, please refer to the webcast, [which can be found here](#). Please use the webcast's index to view specific agenda items.*

### **CONSENT CALENDAR**

#### **2. APPROVAL OF THE DRAFT MINUTES OF THE ADVISORY COUNCIL MEETING MINUTES OF MARCH 1, 2024**

##### **Public Comments**

No requests received.

### Council Comments

Vice Chair Martien requested that the language in Item 3 (Advisory Council Introductions) be changed from “Dr. David Holstius, Senior Advanced Projects Advisor in Planning and Climate Protection” to “Dr. David Holstius, Senior Advanced Projects Advisor in Assessment, Inventory, and Modeling.”

### Council Action

Professor Kleinman made a motion, seconded by Vice Chair Martien, to **approve** the Draft Minutes of the Advisory Council Meeting Minutes of March 1, 2024 as amended; and the motion **carried** by the following vote of the Council:

AYES: Holm, Hurt, Kleinman, Martien, Raheja, Schmeltz, Solomon.  
NOES: None.  
ABSTAIN: None.  
ABSENT: Carlton.

### INFORMATIONAL ITEMS

#### 3. **REVIEW AND DISCUSSION OF CUMULATIVE IMPACTS SELECTED REFERENCES**

A breadth of research on cumulative impacts of air pollution was made available to Advisory Council members and Air District staff to guide its work. At the March 1, 2024 meeting of the Advisory Council, Council members reviewed a list of selected references on cumulative impacts developed by Air District staff. At the July 29, 2024 meeting the Council discussed the selected references they each reviewed since the March 1, 2024 meeting, and shared their analyses.

### Public Comments

No requests received.

### Council Comments

Council Chair Dr. Gina Solomon invited members to discuss the Selected References. Councilmember Garima Raheja noted that “cumulative impacts” includes things that are not air pollution, suggesting a need to consider jurisdiction. Councilmember Prof. Michael Kleinman pointed out a key challenge of holistic environmental regulation: separating the influence of various factors in assessments of effectiveness can be very difficult. Councilmember Dr. Stephanie Holm emphasized the importance of cumulative impacts to her patients and their families. Councilmember Dr. Michael Schmeltz highlighted the need to define “cumulative impacts”, and to clarify what the Council’s work would accomplish for the agency and the public. Vice-Chair Dr. Phil Martien observed that many of the readings are overlapping, and suggested that clarifying the decisions or frameworks that are at stake could facilitate

simplification. He also stressed the importance of meaningfully involving affected stakeholders at all stages, including development: “nothing that affects us without us.”

Regarding the issue of quantification, Chair Solomon drew a distinction between cumulative impacts and risks, in that “impacts” can be quantitative or qualitative, and asked where on that spectrum the Council should aim. Chair Solomon also highlighted Sprinkle et al.'s (2021) question on why cumulative impacts remain under-addressed despite longstanding awareness, suggesting that the breadth of the topic could impede efforts, and that focus would be helpful.

To account for both qualitative and quantitative data, Dr. Schmeltz suggested considering a mixed methods approach, inclusive of community input.

Councilmember Raheja proposed using CalEnviroScreen (CES) as a starting point, given that the tool is familiar and benefits from strong existing support.

Vice-Chair Martien remarked that the effects-based/stressor-based framework(s) described in Sexton et al (2012) was noteworthy and pointed out the value of combining effects-based and stressor-based frameworks, emphasizing the validation of community perspectives.

Dr. Holm agreed on the utility of CalEnviroScreen but suggested the Air District should also explore explicitly addressing air pollutant mixtures, which CalEnviroScreen does not do.

The Chair of the Air District’s Board of Directors, Davina Hurt, asked how one might settle a tension between “value-neutral” scientific evidence versus “inclusivity, history, and values,” knowing that models are incomplete, yet that some may argue that environmental justice (EJ) may be displacing a scientific perspective.

Chair Solomon expressed a desire to hear more about the many ways in which the Air District is applying CalEnviroScreen, and suggested that additional applications of this existing tool could be one chunk of work taken up by the Advisory Council.

Chair Solomon also expressed interest in multi-pollutant exposures as a second chunk of potential work, and mentioned that this is being addressed at the Federal level with the BenMAP-CE tool, including a case study in Atlanta, which might be adaptable to the Bay Area, and perhaps extended to include pollutants beyond criteria air pollutants.

A third direction, Chair Solomon suggested, was to find and evaluate cumulative risk in some large epidemiological studies, where the stressors have included some kind of interaction term; and then prioritize them for application to the Bay Area, including community perspectives on prioritization. The HeartSCORE cohort was offered as a promising example, as it simultaneously examines the joint effects of exposure to particulate matter, social risk, and socioeconomic status on cardiovascular outcomes and mortality in a cohort with a sizeable African-American contingent. Applications of studies looking at the joint effect of heat and air pollution, Chair Solomon suggested, may also be worth exploring.

Dr. Schmeltz, reflecting on the question from Board Chair Hurt, indicated that CBPR (community-based participatory research) and convergence research are examples of methodologies that are known to work by integrating different disciplines into a cumulative impacts analysis, including not just physical scientists, but social scientists as well.

Dr. Schmeltz and Dr. Holm raised the topic of indoor exposures, with Dr. Holm pointing out that schools are a shared indoor space with a unique vulnerable population, in that every member of society is at some point a child, and that schools may be easier to get information about than homes. Prof. Kleinman noted the complexity of indoor air pollution, and that it often correlates with outdoor pollution. Dr. Holm clarified that indoor exposures are influenced by outdoor sources, modulated by ventilation and filtration, and emphasized the episodic nature of indoor pollution profiles. Prof. Kleinman agreed and added that nearby outdoor sources can have an especially large impact.

Councilmember Raheja noted that, while “a lot of scientific data is stored in computer files, a lot of the historical data we’re hoping to consider is stored in stories” and the knowledges of members of the community; therefore it would be important to use methods such as interviews, and finding ways to incorporate those perspectives in decision-making. Councilmember Raheja questioned whether indoor exposures would meaningfully influence the output or influence of tools like CalEnviroScreen. Chair Solomon agreed on the importance of indoor exposures but cautioned against premature integration in such tools without addressing important gaps.

Vice-Chair Martien again emphasized the need to focus on specific policy actions that could be influenced by Council deliberations. Vice-Chair Martien also mentioned that the Air District is familiar with using BenMAP, as well as more localized dispersion-modeling tools, in novel ways, to model a host of pollutants within a community.

Executive Officer Dr. Philip Fine stressed the desire of the Air District to be able to assess the health benefits of the regulatory actions that it takes to reduce emissions and exposure; that these cannot be fully accounted for without assessing cumulative impacts; and that it is important to come up with a list of possible decision points for the Council, in order to focus. Dr. Fine also called attention to non-regulatory actions and the importance of assessing disparities in exposures and impacts. He described CalEnviroScreen as a tool with limitations and suggested exploring its database for information that might be used in specific contexts. Regarding mixed methods, Dr. Fine remarked that it is relatively easy for a policy-making body to make decisions based on community feedback and knowledge, but that more of a scientific basis would be helpful to better defend some of those decisions. Knowing that high uncertainty and difficulty in quantifying something does not mean it’s not scientific, the history of environmental regulation shows that quantifiability is important.

Dr. Fine proposed a joint meeting with the Community Advisory Council, and stated that staff would bring back a clearer picture of decision points and what staff are already doing along these lines; and from that some frameworks could be developed, perhaps different frameworks for different decision points.

### Council Action

No action taken.

#### **4. COMPARISON OF STATE CUMULATIVE IMPACTS ASSESSMENT PROGRAMS**

The Council received a staff presentation on a comparison of cumulative impacts assessment programs established in four states and one city. The presentation included a comparison of program elements for legislative action, applicability, indicators for overburdened communities, and public notice and participation requirements. Dr. Judith Cutino, Health Officer, gave the staff presentation *Comparison of State Cumulative Impacts Assessment Programs*, including: outcome; requested action; outline; program elements for comparison; California Environmental Protection Agency (CalEPA); CalEnviroScreen 4.0 – 21 indicators; New Jersey Department of Environmental Protection (NJDEP); NJDEP applicability, EJ MAP tool, and steps of EJ rule; New York State Department of Environmental Conservation (NYSDEC); NYSDEC policy, indicators 1 and 1, and disproportionate burden analysis and mitigation; Massachusetts Department of Environmental Protection (Mass. DEP); Mass. DEP defines EJ population, indicators, and permitting steps; City of Chicago – cumulative impact assessment; Chicago EJ Index (28 indicators); City of Chicago health impact assessment (HIA) basis to deny permit; Minnesota Pollution Control Agency (MPCA); MPCA EJ maps and Community Benefit Agreement (CBA).

### Public Comments

No requests received.

### Council Comments

Following the presentation by staff (Dr. Judy Cutino), Chair Solomon expressed a desire to see more of a comparison of CalEnviroScreen’s indicators with those used by other tools.

Chair Solomon also noted the potential of Health Impact Assessments (HIAs), which had not yet been discussed, remarking that it was very interesting to see that Chicago was triggering an HIA for certain types of projects; HIAs do consider cumulative impacts, and include both quantitative and qualitative information.

Dr. Holm highlighted Chicago’s inclusion of compliance history, which is often a point of frustration with communities. Chair Solomon agreed and wondered to what extent the Air District has the obligation or ability to consider compliance history. Dr. Meredith Bauer, the Deputy Executive Officer of Engineering and Compliance, responded that staff are thinking more about establishing compliance history broadly throughout Air District operations. Greg Nudd, the Deputy Executive Officer of Science and Policy, offered that from a rule perspective, there is some flexibility, although it is necessary to define what a “good” or “bad” compliance history is. Chair Solomon remarked that compliance history has been raised as a concern by communities for a long time, but also, scientifically speaking, a small number of sources tend to

account for a disproportionate amount of exposure, and compliance history might be a good way to get at those. Dr. Bauer emphasized that there is also a psychological toll of living near historically non-compliant sources, and asked whether that stress might be a relevant factor. Chair Solomon agreed, and indicated that one could also expect attributable exposures to be systematically under-estimated for such a source, given an expectation of under-reporting and/or exceedances. Dr. Fine mentioned that compliance history is indirectly considered in current practice, during the issuing of permits, insofar as conditions in permits for expanded operations or significant operational changes are crafted with an intent to ensure compliance going forward; and that there may be opportunities to make that case-by-case practice more systematic.

Dr. Martien inquired whether Dr. Cutino had encountered any quantification of impacts or risks from non-chemical stressors in her review; she had not, other than in the mechanisms used to produce scores for scoring tools. Dr. Martien asked whether risk assessments conducted in Massachusetts had influenced such scoring in any way; they had not, each being factored only into the analysis of the relevant project application. Councilmember Raheja inquired whether monitoring was ever incorporated into such a score; Dr. Cutino had not seen evidence of that either.

Dr. Schmeltz inquired about community participation in community benefit agreements (CBA), impact assessments, and permitting decisions at the Air District. Dr. Fine acknowledged this as a potential area for consideration. Currently, there are no CBA provisions in permitting rules, but the Air District works to ensure relevant public participation and awareness (e.g. through public noticing). Dr. Fine noted that the Air District's Board of Directors recently passed a policy to return some penalties to communities without requiring facility involvement. Federally, agencies like the Department of Energy now mandate CBAs for some programs under initiatives like the Inflation Reduction Act. Dr. Holm suggested considering the burdens on overburdened communities when increasing the scope of opportunities for community involvement.

Councilmember Raheja expressed appreciation for Dr. Cutino's presentation, and inquired about other states' incorporation of cumulative impacts in non-regulatory work. Dr. Fine responded that the primary example of this at the Federal level is the Justice40 initiative.

#### Council Action

No action taken.

#### **ACTION ITEM**

##### **5. DELIBERATION ON THE KEY FINDINGS IN EXISTING RESEARCH ON CUMULATIVE IMPACTS**

Greg Nudd, Deputy Executive Officer of Science and Policy, gave the staff presentation *Deliberation on the Key Findings in Existing Research on Cumulative Impacts*, including: action requested by the Council; proposed key findings; and establishing key findings.

The original proposed key findings were:

1. *Communities experiencing racism and poverty are more sensitive to the health impacts of air pollution.*
2. *There are likely synergistic impacts from multiple pollutant exposures.*
3. *The science is still in development and these impacts may not be fully quantifiable at this time, but some additional quantitative or semi-quantitative estimates would be helpful in policy development.*
4. *Even without full quantification, the science on these issues is strong enough to justify policy changes.*

### Public Comments

No requests received.

### Council Comments

Vice-Chair Martien noted the importance of synergism, suggested “vulnerable” as a term of art, drew attention to the inclusion of community members as key stakeholders, and emphasized that the end goal should be kept in mind, specific methods being more suitable for specific policy problems. Dr. Holm reflected that the first and second items in the proposed statement had some overlap. Dr. Schmeltz advocated for including community experience in assessments. Board Chair Hurt linked climate vulnerability with health impacts, and suggested clearer language to promote community understanding. Councilmember Raheja proposed inclusion of historic as well as current impacts, and the inclusion specifically of the phrase “environmental justice”. Chair Solomon proposed revising findings to highlight community vulnerability and list relevant factors, acknowledging the limitations in quantifying interrelationships.

Chair Solomon supported the goal of plain language communication for target audiences. Dr. Holm asked whether the goal was to produce a “plain language” version instead of, or in addition to, the current statement. Chair Solomon inquired whether the statement was to be an interim version. Mr. Nudd clarified that the staff’s intent was for it to represent interim findings, to set the stage for further work; and that staff preferred to focus on plain language, so that the statement could be relayed to target audiences such as the Board of Directors and the Community Advisory Council.

Vice-Chair Martien offered an additional statement to reflect an intention to include community stakeholders. Dr. Holm offered a simplification of the language regarding synergism, which Prof. Kleinman later amended. Dr. Fine suggested including non-chemical stressors, which Chair Solomon and Dr. Holm incorporated.

Councilmember Raheja recommended emphasizing “marginalized communities” specifically. Chair Solomon, Dr. Schmeltz, Dr. Fine, and Dr. Holm suggested revisions to language regarding quantifiability, the sufficiency of existing science, and the inclusion of community perspectives and qualitative as well as quantitative data and methods. Prof. Kleinman offered that cumulative impacts and policy changes should take into account the effects of multiple pollutants in all

communities. Councilmember Raheja responded that it was important to specifically consider marginalized communities, considering that they have historically been left out of these discussions.

Vice-Chair Martien proposed an item on simplifying methods for specific policies.

Dr. Holm referenced the Healthy Places Index (HPI) as a tool that includes resilience factors, not just vulnerabilities. Chair Solomon acknowledged its utility, but expressed reservations; would the Council say that a park near a facility should discount emissions from the facility? Dr. Holm responded that the District might improve resilience factors through non-permitting actions, such as funding. Dr. Schmeltz offered that the current language around “qualitative and quantitative” might be inclusive enough. Dr. Martien suggested amending the second items to include both positive and negative factors. Chair Hurt supported emphasizing positive factors, noting community sensitivity to the term "vulnerable." The Council amended its statement to express that some communities remained more vulnerable despite the influence of positive factors.

### Council Action

The Council deliberated, amended, and found agreement upon proposed key findings found in the literature related to Cumulative Impacts.

Dr. Holm made a motion, seconded by Professor Kleinman, to **adopt** the following amended proposed key findings found in the literature related to Cumulative Impacts:

#### *Proposed Key Interim Findings:*

1. *Despite resilience and adaptation, some communities are more vulnerable to the health impacts of air pollution than others.*
2. *Community health vulnerability is related to multiple stressors, including racism, poverty, historic environmental injustice, environmental exposures, housing insecurity, effects of climate change, and other factors.*
3. *Effects of exposure to multiple stressors can be greater than the sum of the individual effects.*
4. *The science on these issues is strong enough to justify science-based policy changes.*
5. *Additional quantitative, and qualitative data and methods, as well as community perspectives, are needed, even as we move forward with policy development, based on the current science.*
6. *Methods for considering cumulative impacts and related policy changes should be developed in partnership with community members, notably those from marginalized populations.*
7. *Methods for accounting for cumulative impacts can be simplified when targeted to specific policy actions.*

The motion **carried** by the following vote of the Council:

AYES: Holm, Hurt, Kleinman, Martien, Raheja, Schmeltz, Solomon.  
NOES: None.  
ABSTAIN: None.  
ABSENT: Carlton.

## **OTHER BUSINESS**

### **6. REPORT OF THE EXECUTIVE OFFICER/AIR POLLUTION CONTROL OFFICER (APCO)**

Dr. Philip M. Fine, Executive Officer/APCO thanked the Council for its deliberation during Item 5. He then asked the Council items that it would like to see agendized at future meetings.

#### **Public Comments**

No requests received.

#### **Council Comments**

The Council expressed interest in the following topics (for potential future Council presentations):

- Comparison of indicators among different state assessment programs that identify California communities that are disproportionately burdened by multiple sources of pollution
- Comparison of CalEnviroScreen’s indicators and Bay Area socio-economic indicators
- How CalEnviroScreen is currently being used to measure cumulative impacts
- Benefits Mapping and Analysis Program Community Edition (BenMAP CE) by US EPA
- Additional publications or videos of scientific meetings on cumulative impacts
- The utilization of HIAs and CBAs
- The Air District’s working definition of ‘cumulative impact assessment’ and approaches to developing one
- How compliance history is accumulated and used in policy and rulemaking

#### **Council Action**

No action taken.

### **7. PUBLIC COMMENT ON NON-AGENDA MATTERS**

No requests received.

8. **COUNCIL MEMBER COMMENTS**

None.

9. **TIME AND PLACE OF NEXT MEETING**

Thursday, September 19, 2024, at 9:30 a.m. at 375 Beale Street, San Francisco, CA 94105. The meeting will be in-person for the Advisory Council members and members of the public will be able to either join in-person or via webcast.

**Adjournment**

The meeting was adjourned at 11:20 a.m.

**Attachments**

#2 – Draft Minutes of the Advisory Council Meeting of March 1, 2024

#3 – Review and Discussion of Cumulative Impacts Selected References

#4 – Comparison of State Cumulative Impacts Assessment Programs

#5 – Deliberation on the Key Findings in Existing Research on Cumulative Impacts

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

## Memorandum

To: Chairperson Davina Hurt and Members  
of the Board of Directors

From: Philip M. Fine  
Executive Officer/APCO

Date: September 4, 2024

Re: Amendments to Regulation 8: Organic Compounds, Rule 18: Equipment Leaks (Rule 8-18), and Adoption of a Negative Declaration for the Amendments to Rule 8-18 Pursuant to the California Environmental Quality Act

**RECOMMENDED ACTION**

Recommend the Board of Directors adopt proposed amendments to Regulation 8: Organic Compounds, Rule 18: Equipment Leaks (Rule 8-18), and adopt a Negative Declaration for the proposed amendments to Rule 8-18 pursuant to the California Environmental Quality Act (CEQA).

**BACKGROUND**

Air District staff is proposing amendments to Rule 8-18 to further address volatile organic compound and methane emissions (total organic compound or TOC emissions) from equipment leaks at refineries, chemical plants, and facilities that load and store organic liquids in bulk quantities in the Bay Area. Further emissions reductions of total organic compounds are needed to ensure progress towards attainment of the ambient air quality standards, reduce climate pollutant emissions, and reduce public health impacts from toxic compounds and ozone exposure.

The Air District Board of Directors adopted amendments to Rule 8-18 in December 2015 that removed the monitoring exemption for equipment servicing heavy liquids (liquid with an initial boiling point greater than 302 °F). The Board's adopting resolution (Board Resolution No. 2015-12) directed staff to examine emission reduction and cost effectiveness issues related to the inclusion of monitoring requirements for components in heavy liquid service. In addition, three refinery facilities brought a legal challenge to the 2015 rule revision that resulted in an enforcement agreement and agreement to stay litigation (enforcement agreement) between the parties. As part of the enforcement agreement and to determine appropriate emission factors for heavy liquid leaks, the Air District completed an ongoing Heavy Liquids Study and produced a report detailing the results of the study in April 2022. Using the findings from this study, the Air District staff is currently proposing rule amendments to limit emissions associated with a subset of equipment that service heavy liquids. These rule amendments include the provisions agreed upon in the enforcement agreement along with other modifications to strengthen, update, and

clarify rule provisions.

In addition to supporting progress towards achieving ambient air quality standards for ozone, the proposed amendments are also part of the Air District's efforts to meet the requirements of California Assembly Bill (AB) 617, which requires each air district that is in nonattainment for one or more air pollutants to adopt an expedited schedule for implementation of Best Available Retrofit Control Technology (BARCT) at industrial sector facilities subject to California Greenhouse Gas Cap-and-Trade Requirements. Due to the uncertainty surrounding the emissions reductions from the 2015 amendments, emissions from equipment leaks were identified as a potential source of substantial reductions and included in the Expedited BARCT Implementation Schedule.

Preceding the development of draft amendment language for Rule 8-18, the Air District engaged affected industries and the public during the development and adoption of the AB 617 Expedited BARCT Implementation Schedule and the Heavy Liquids Study. As part of the BARCT schedule, the Air District identified potential efforts to develop amendments to Rule 8-18 that would address organic compound emissions; this BARCT schedule was adopted by the Board via a public process in 2018. The Heavy Liquids Study spanned several years, with the Heavy Liquids Study Report being finalized and published for public review in 2022. The proposed amendments to Rule 8-18 are based in part on the results from that Heavy Liquids Study, which was conducted in cooperation with representatives of the five Bay Area refineries. The study involved several phases including study design, preliminary activities, component selection, component screening, mass emissions measurement, laboratory analysis, statistical analysis, and reporting of findings. Prior to initiating the study, the Air District discussed and developed the study design with representatives of the five Bay Area refineries and their trade association, Western States Petroleum Association (WSPA). The Air District considered technical comments submitted by the refineries on preliminary drafts of the report and addressed these in the Final Heavy Liquids Study Report.

In October 2023, staff presented an update on the development of draft amendments to Rule 8-18 to the Stationary Source & Climate Impacts Committee (now the Stationary Source Committee) of the Air District Board of Directors. In November 2023, the Air District released a draft rule amendments package to the public along with a request for comments. The Air District also conducted outreach to potentially affected facilities, including both refinery and non-refinery facilities, and staff met with representatives of the regulated industries to discuss feedback and additional data throughout the fourth quarter of 2023. The Air District received three written comment letters on these draft amendment materials. The comments covered topics related to analyses required under the California Health and Safety Code, emission estimates, feasibility of implementing draft leak limits, monitoring methods, initial boiling point cutoff for to specific component types, clarifications of rule language, and new test methods and testing requirements. Air District staff reviewed and considered these comments in the further development of the rule amendments, and continued engagement with interested stakeholders throughout 2024.

In May 2024, Air District staff published the proposed amendments to Rule 8-18, Staff Report, Socioeconomic Impact Analysis, Notice of Public Hearing, Notice of Intent to Adopt a Negative Declaration, and CEQA Initial Study and Negative Declaration for public review and comment.

During the written comment period, which was open from May 23, 2024, through June 22, 2024, the Air District received one (1) written comment, covering topics related to emissions and emissions reduction calculations, feasibility of screening and sampling steam quenched pumps, cost-effectiveness analysis, outreach to affected stakeholders, and rule language. Air District staff prepared a response to comments summary document for all comments received on the proposed amendments during the written comment period; this is included as Appendix E of the Final Staff Report (Attachment 6).

## DISCUSSION

The main components of the proposed amendments to Rule 8-18 include the following:

- Subject a subset of components in heavy liquid service to Leak Detection and Repair (LDAR) program requirements:
  - Valves and non-steam quenched pumps handling material with initial boiling points between 302 and 372 °F;
  - Steam-quenched pumps, compressors, pressure relief devices, and open-ended valves or lines handling material with initial boiling points greater than 302 °F; and
  - Components in a gas or vapor service.
- Allow for alternative methods for the inspection procedure as approved in writing by the Executive Officer/APCO (added since the May release of the proposal package)
- Other administrative updates and clarifications
- Additional definitions for clarity and completeness

The proposed amendments would enact more stringent requirements by expanding the number of components subject to leak detection and repair requirements, expand associated reporting and recordkeeping, and provide other updates adding clarity to the Rule. Proposed amendments reflect findings from the Heavy Liquid Study and are in alignment with the provisions of the enforcement agreement.

Air District staff anticipates that the proposed amendments would affect components handling heavy liquids at five refineries and seven non-refinery facilities. The current TOC emissions from components in heavy liquid service affected by the proposed amendments are estimated to be 148 tons per year, and the proposed amendments are anticipated to reduce these emissions by 146 tons per year. Staff anticipates that the affected facilities would incur potential compliance costs from the proposed amendments associated with additional identification and tagging of components, additional component leak inspections, and additional repair and potential replacement of leaking components. Staff estimates that the total annualized cost for the five refineries would range from \$141,000 to \$212,000 per year (for all affected refineries combined). The total annualized cost for the seven non-refinery facilities affected by the amendments would range from \$29,000 to \$42,000 per year (for all affected non-refinery facilities combined). The cost effectiveness associated with the proposed amendments varies depending on the component type, ranging from less than \$100 per ton of TOC reduced up to approximately \$45,000 per ton of TOC reduced. Overall cost-effectiveness for the proposed amendments ranged from \$1,200 per ton TOC reduced to \$1,800 per ton of TOC reduced.

An analysis of the potential socioeconomic impacts found that costs incurred from the proposed amendments would not be expected to result in significant socioeconomic impacts. The socioeconomic impacts analysis is included in Appendix B to the Final Staff Report (Attachment 3).

An analysis of the potential environmental impacts of the proposed amendments concluded that there is no substantial evidence suggesting that the proposed amendments will have any significant adverse environmental impacts. Accordingly, Air District staff prepared a Draft Negative Declaration under CEQA for consideration by the Board of Directors, which is included in Appendix C to the Final Staff Report (Attachment 4).

#### BUDGET CONSIDERATION/FINANCIAL IMPACT

Staff anticipates that Amendments to Rule 8-18 will require additional staff time and resources in a number of areas. Implementation of the proposed amendments to Rule 8-18 would require additional compliance inspections, review and management of additional reporting and compliance records, and related oversight and support. The level of effort, and therefore full-time equivalent (FTE) staff, depends on the level of compliance at the facilities and prioritization of these sources for inspections. Staff anticipates that initially one to two FTE staff would need to be dedicated to the Compliance and Enforcement Division, noting that additional FTE staff may be required to fully implement compliance if the sources require extensive oversight.

Respectfully submitted,

Philip M. Fine  
Executive Officer/APCO

Prepared by: Robert Cave  
Reviewed by: Victor Douglas

ATTACHMENTS:

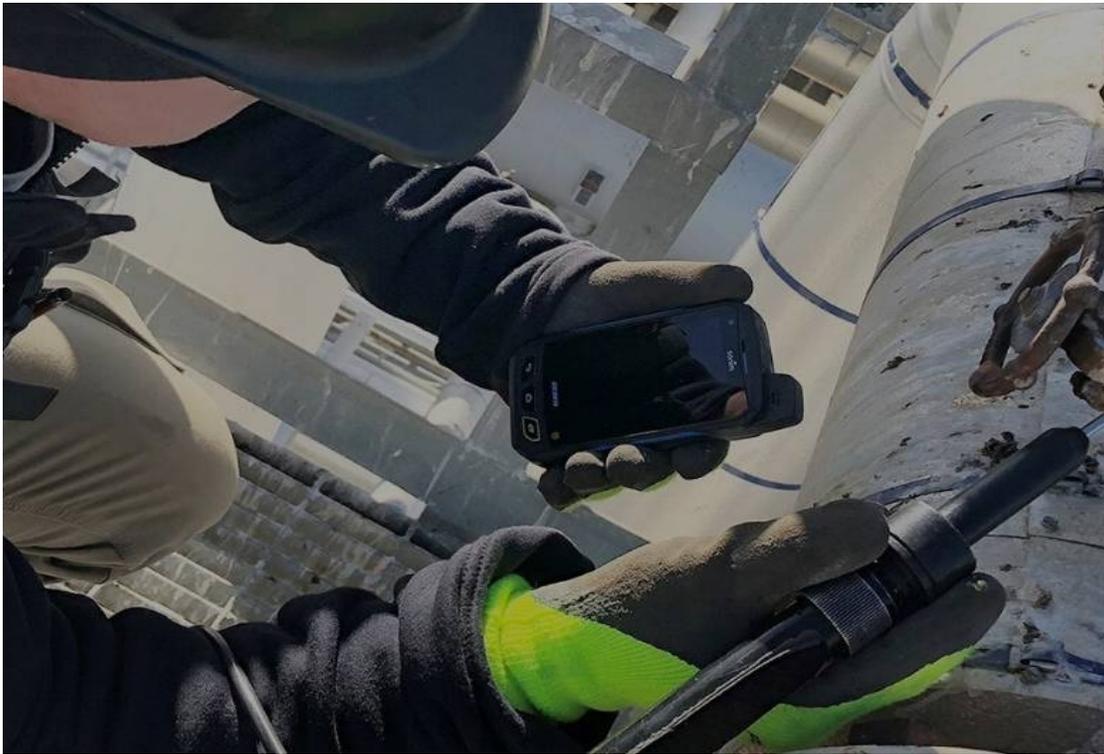
1. Final Staff Report: Proposed Amendments to Regulation 8: Organic Compounds, Rule 18: Equipment Leaks
2. Appendix A: Proposed Amendments to Rule 8-18 – Redlined Version
3. Appendix B: Socioeconomic Impacts Analysis Report of Proposed Amendments to Rule 8-18
4. Appendix C: CEQA Initial Study and Draft Negative Declaration
5. Appendix D: Emissions and Cost Information
6. Appendix E: Summary of Comments and Responses on Proposed Amendments to Rule 8-18
7. Draft Board Resolution for Proposed Amendments to Rule 8-18
8. Amendments to Rule 8-18 Presentation



BAY AREA  
AIR QUALITY  
MANAGEMENT  
DISTRICT

## **FINAL STAFF REPORT**

### **Proposed Amendments to Regulation 8: Organic Compounds, Rule 18: Equipment Leaks**



Source: <https://www.trihydro.com/about-us/careers/ldar>

**August 2024**

**Prepared By:**

**Laura Cackette, Senior Air Quality Specialist**  
**Robert Cave, Senior Air Quality Engineer**  
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**Rules and Strategic Policy Division**

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## ACKNOWLEDGEMENTS

Air District staff members who contributed to the development of this report and rule proposal:

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Idania Zamora, Acting Director, Rules and Strategic Policy

# FINAL STAFF REPORT

## Proposed Amendments to Regulation 8: Organic Compounds, Rule 18: Equipment Leaks

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**APPENDIX A:** Proposed Amendments to Regulation 8: Organic Compounds, Rule 18:  
Equipment Leaks

**APPENDIX B:** Socioeconomic Impact Analysis

**APPENDIX C:** Initial Study and Draft Negative Declaration

**APPENDIX D:** Emissions and Cost Information

**APPENDIX E:** Response to Comments Summary

## I. EXECUTIVE SUMMARY

The Bay Area Air Quality Management District (“BAAQMD” or “Air District”) is proposing amendments to Regulation 8: Organic Compounds, Rule 18: Equipment Leaks (Rule 8-18). The purpose of these amendments is to further address emissions of volatile organic compounds and methane (together referred to as “total organic compounds” or “TOC”) from equipment leaks at refineries, chemical plants, and facilities loading and storing organic liquids in bulk quantities in the Bay Area. Further emissions reductions of TOC are needed to ensure progress towards attainment of ambient air quality standards, reduce climate pollutant emissions, and reduce public health impacts from toxic compounds and ozone exposure.

The Air District Board of Directors adopted amendments to Rule 8-18 in December 2015 that removed the monitoring exemption for equipment servicing heavy liquids (liquid with an initial boiling point greater than 302 °F). The Board’s adopting resolution (Board Resolution No. 2015-12) directed staff to examine emission reduction and cost effectiveness issues related to the inclusion of requirements for monitoring of components in heavy liquid service. In addition, three refinery facilities brought a legal challenge to the 2015 rule revision that resulted in an enforcement agreement and agreement to stay litigation (enforcement agreement) between the parties. As part of the enforcement agreement and to determine appropriate emission factors for heavy liquid leaks, the Air District completed an ongoing Heavy Liquids Study and produced a report detailing the results of the study in April 2022. Using the findings from this study, the Air District staff is currently proposing rule amendments to limit emissions associated with a subset of equipment that service heavy liquids. These rule amendments include the provisions agreed upon in the enforcement agreement along with other modifications to strengthen, update, and clarify rule provisions.

California Assembly Bill 617 (AB 617) requires each air district that is in nonattainment for one or more air pollutants to adopt an expedited schedule for implementation of Best Available Retrofit Control Technology (BARCT) by the earliest feasible date, but not later than December 31, 2023. In 2018, the Air District Board of Directors adopted the Expedited BARCT Implementation Schedule,<sup>1</sup> which identified potential rule development projects to evaluate and implement BARCT at industrial sector facilities subject to California’s Greenhouse Gas Cap-and-Trade requirements. Due to the uncertainty surrounding the emissions reductions from the 2015 amendments, emissions from equipment leaks were identified as a potential source of substantial reductions and included in the Expedited BARCT Implementation Schedule.

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<sup>1</sup> <https://www.baaqmd.gov/rules-and-compliance/rule-development/barct-implementation-schedule>

The main components of the proposed amendments to Rule 8-18 include the following:

- Subject a subset of components in heavy liquid service to Leak Detection and Repair (LDAR) program requirements:
  - Valves and non-steam quenched pumps handling material with initial boiling points between 302 and 372 °F;
  - Steam-quenched pumps, compressors, pressure relief devices, and open-ended valves or lines handling material with initial boiling points greater than 302 °F; and
  - Components in a gas or vapor service.
- Other administrative updates and clarifications
- Additional definitions for clarity and completeness

Proposed rule amendment language is included in Appendix A. As described above, the proposed amendments would enact more stringent requirements by expanding the number of components subject to leak detection and repair requirements, expand associated reporting and recordkeeping, and provide other updates adding clarity to the Rule. Proposed amendments reflect findings from the Heavy Liquid Study and are in alignment with the provisions of the enforcement agreement.

Air District staff anticipates that the proposed amendments would affect components handling heavy liquids at five refineries and seven non-refinery facilities. The current TOC emissions from components in heavy liquid service affected by the proposed amendments are estimated to be 148 tons per year, and the proposed amendments are anticipated to reduce these emissions by 146 tons per year. Air District staff anticipates that the affected facilities would incur potential compliance costs from the proposed amendments; costs would be associated with additional identification and tagging of components, additional component leak inspections, and additional repair and potential replacement of leaking components. Air District staff estimates that the total annualized cost for the five refineries would range from \$141,000 to \$212,000 per year (for all affected refineries combined). The total annualized cost for the seven non-refinery facilities affected by the amendments would range from \$29,000 to \$42,000 per year (for all affected non-refinery facilities combined). The cost effectiveness associated with the proposed amendments varies depending on the component type, ranging from less than \$100 per ton of TOC reduced up to approximately \$45,000 per ton of TOC reduced. Overall cost-effectiveness for the proposed amendments ranged from \$1,200 per ton TOC reduced to \$1,800 per ton of TOC reduced.

An analysis of the potential socioeconomic impacts found that costs incurred from the proposed amendments would not be expected to result in significant socioeconomic impacts. The socioeconomic impacts analysis is included in Appendix B to this Final Staff Report. An analysis of the potential environmental impacts of the proposed amendments concluded that there is no substantial evidence suggesting that the proposed amendments will have any significant adverse environmental impacts. Accordingly, Air District staff prepared a Draft Negative Declaration under CEQA for consideration by the Board of Directors, which is included in Appendix C to this Final Staff Report.

Air District staff recommends adoption of the proposed amendments to Rule 8-18. Air District staff released an earlier version of this Staff Report and proposed amendments to Rule 8-18 for public review and comment on May 23, 2024. A summary of comments received and Air District responses is included as Appendix E of this Final Staff Report. At the Public Hearing, the Air District Board of Directors will consider the final proposal and receive public input before taking action.

## II. BACKGROUND

### A. Industry Description

Facilities subject to Rule 8-18 requirements include refineries, chemical plants, bulk plants, and bulk loading terminals that store, transport, or process organic liquids. There are five major refineries operating in the Bay Area (Chevron Richmond Refinery, Marathon Martinez Refinery, Martinez Refining Company, Philips 66 Rodeo, and Valero Benicia Refinery). These facilities process feedstocks (including crude oil and alternative feedstocks, e.g., biofuels) into a variety of products, such as gasoline, aviation fuel, diesel and other fuel oils, lubricating oils, and feedstocks for petrochemical and chemical industries. Chemical plants produce organic or inorganic chemicals and may manufacture products by chemical processes, including industrial chemicals, plastic and synthetic resins, paints, agricultural chemicals, detergents, perfumes, oil extracts, along with others. Bulk plants and terminals are facilities that receive organic liquids and store or blend them prior to loading for delivery to distributors, marketers, or product end users. All five refinery facilities and seven non-refinery facilities are expected to have heavy liquid service components that would be impacted by the proposed amendments.

### B. Process

Rule 8-18 governs fugitive emissions specific to equipment leaks. Leaks from equipment at facilities that store, transport, or process organic liquids result in emissions of TOCs (methane and volatile organic compounds) to the atmosphere. These fugitive leaks may occur at various sources: joints or connections between two pieces of equipment; from barrier fluid at interfaces between solid material within a piece of equipment such as valves, pressure relief devices; and around rotating shafts of pumps and compressors. At larger scale facilities, these potential sources of fugitive emissions can number in the thousands.

Process streams handled by this equipment (e.g., joints, connections, valves, pressure relief devices, pumps, and compressors) have historically been categorized by phase, vapor pressure, and/or boiling point – i.e., as gaseous or vapor phase, light liquid (initial boiling point equal to or below 302 degrees Fahrenheit [°F]), or heavy liquid (initial boiling point greater than 302 °F). The likelihood of equipment leaks resulting in significant fugitive emissions is in part influenced by properties inherent to the types of material processed: generally, fugitive emissions to the atmosphere are most likely to occur in components in gaseous or vapor service, while components handling the heaviest liquids are least prone to significant fugitive leak emissions.

### C. Regulatory History

#### 1. Air District Rules / Regulations

##### a. Bay Area Air Quality Management District

The Air District originally adopted Rule 8-18 in 1980 and has amended it multiple times, including in 1992, 1998, 2002, 2004, 2015, and 2021. The original intent of the Rule was to control fugitive organic gas leaks from valves and connectors at refineries, chemical plants, bulk plants, and bulk terminals. Rule amendments adopted in 1992 significantly lowered the allowable leak

concentration limits to the lowest levels in the country and required more effective inspection and repair programs to reduce emissions and promote self-compliance. The 1992 amendments reduced emissions by an estimated 1.2 tons per day (tpd). Amendments in 1998, and 2002 made minor changes to the Rule. Amendment in 2004 reduced the number of valves allowed on a non-repairable list and allowed connections to be on a non-repairable list at a ratio of one connection per two valves. The 2015 amendments, as part of a Petroleum Refinery Emissions Reduction Strategy, expanded the Rule's requirements to additional components; however, these amendments resulted in a legal challenge and a subsequent settlement (see Section II.C.4. Litigation below for more information). In 2021, administrative amendments were made to Rule 8-18 as part of a larger effort to revise the definition of "refinery" in several Air District rules to accommodate fuel refining using alternative feedstocks other than petroleum.

As noted above, the Air District's Rule 8-18 limits emissions of TOC from equipment leaks at any facility that stores, transports, or processes organic liquids, including refineries, chemical plants, bulk plants, and bulk terminals. Refineries, as an example, are comprised of thousands of pieces of equipment, piping, and fittings that handle a variety of process streams. This equipment may leak TOCs from gaps in the equipment. Key provisions of Rule 8-18 include a list of definitions for terms used throughout the Rule, a list of standards broken down by equipment type, identification and inspection requirements, monitoring, recordkeeping, and reporting requirements, inspection procedures, and sampling methodology.

With respect to standards, the Rule limits the maximum allowable concentration (parts per million by volume, ppmv) of equipment leaks. Above those concentrations, a leak is required to be minimized and then repaired within a given timeframe that is based on who discovers the leak (the Air District or the facility). Furthermore, Rule 8-18 provides requirements for effective monitoring necessary to identify leaks in need of repair; this is in the form of an LDAR program. Unless exempted, each piece of equipment is required to have a unique identifier and required to be monitored within an LDAR program. In addition, the Rule provides exemptions for equipment routed to a control device, for small facilities, and limited exemptions for specific types of equipment. One exemption of note is related to liquids of different initial boiling points. While Rule 8-18 does not include a definition for heavy liquid service, it has historically had a limited exemption, based on initial boiling point, for components handling heavier organic liquids (i.e., those with an initial boiling point greater than 302 °F). Equipment that met this criterion was subject to emission standards but exempted from monitoring requirements. As noted above, amendments removing this exemption were adopted in 2015 but then became the subject of litigation, an enforcement agreement, and a Heavy Liquids Study (see Section II.C.4. Litigation).

#### b. Other Air Districts

Several other air pollution control districts in California have rules that address fugitive emissions from refineries and chemical plants. These districts include the South Coast Air Quality Management District (Rule 1173), the San Joaquin Valley Unified Air Pollution Control District (Rule 4455), Ventura County Air Pollution Control District (Rule 74.7), and Yolo-Solano Air Quality Management District (Rule 2.23). Table 1 provides a comparison of the basic provisions of the fugitive emissions rules of these air districts.

**Table 1**  
**Comparison of the Basic Provisions of the Fugitive Emissions Rules of Five California Air Districts**

<i>Note: see legend (last row of table)</i>	<b>BAAQMD Proposed Amended Rule 8-18</b>	<b>South Coast AQMD Rule 1173</b>	<b>San Joaquin Valley APCD Rule 4455</b>	<b>Ventura Co. APCD Rule 74.7</b>	<b>Yolo-Solano AQMD Rule 2.23</b>
<b>Minimum Leak Limits</b>	§§8-18-211, 301-305	§1173 (d)(1)	§3.22	§§74-7 L.18-L.20, L.22 & L.23,	§210-212; 305.2
Liquid	3 drops/min	3 drops/min	minor: > 3 drops/min; Major: visible mist or continuous flow of liquid	Minor: >3 drops/min; Major: stream or mist	Minor: >3 drops/min; Major: stream or mist
Valves	100 ppm	HL > 500 ppm; LL > 50k/10k* ppm	minor: 200 to 10,000 ppm; Major: >10,000 ppm (for valves + threaded connections in liquid service)	minor: 1,001 to 10,000 ppm; Major: >10,000 ppm	minor: 1,001 to 10,000 ppm; Major: >10,000 ppm
Connections					
Pumps/ Compressors					
Pressure Relief Devices (PRD) / Pressure Relief Valves (PRV)	500 ppm	HL > 500/100* ppm; LL > 50k/10k* ppm	minor: 500 to 10,000 ppm; Major: >10,000 ppm	Major: > 200 ppm	100 ppm
<b>Inspection Frequencies</b>	§§8-18 401.1-401.3	§§1173 (f)(1)(B) & (C)	§5.2.3 and 5.2.5	§74-7 D.1 & D.2	§301
Valves	Quarterly	Quarterly	Quarterly	Monthly/ Quarterly	Quarterly
Connections	Annually			Monthly/ Annually	
Pumps/ Compressors	Quarterly			Monthly/ Quarterly	

<i>Note: see legend (last row of table)</i>	<b>BAAQMD Proposed Amended Rule 8-18</b>	<b>South Coast AQMD Rule 1173</b>	<b>San Joaquin Valley APCD Rule 4455</b>	<b>Ventura Co. APCD Rule 74.7</b>	<b>Yolo-Solano AQMD Rule 2.23</b>	
PRDs/PRVs				Quarterly (≤110 days)		
Inaccessibles	Annually	Annually	Annually		Annually	
<b>Non-Repairable List</b>	§§8-18-306.2 & 306.3	Leak Thresholds: §1173(d)(1) Table 1	§5.3.6		§305.3	
Duration	< 5 yrs or next turnaround	No time limit (∞)			See PRDs below	
Valves	0.15% of total number of valves (connections count as two valves)	If leak is <10k ppm; Mass emissions must be determined for ≥3k ppm	0.5%	If essential/critical component, minimize and repair or replace next turnaround (but not later than 1 year)	None	None
Connections						
Pumps/ Compressors						
PRDs/PRVs						
PRDs/PRVs	0.5%	1%			Next shutdown	
<b>Repair Schedules</b>	§§8-18- 301-305	§1173 (g)(1) Table 2	§5.3.5 (Table 5)	§74-7 E Table 1	§302.1	
Valves	24 hr (District) / 7 days (operator)	500 < LL/GV < 10k: 7 days/ext. 7 days; 100 < HL < 500: 7 days/ext. 7 days; 3 drops/min & 100 < HL < 500: 7 day/ext. 7 days; 10k < L < 25k: 2 days/ext. 3 days; L > 25k: 1 day; HL >	m: 7 days M: 3 days M>50k: 1 day (with a limited number of extensions available) (1 day for liquid leaks)	m: 14 days M: 5 days M>50k: 1 day	m: 14 days M: 5 days M>50k: 1 day	
Connections						
Pumps/ Compressors						

<i>Note: see legend (last row of table)</i>	<b>BAAQMD Proposed Amended Rule 8-18</b>	<b>South Coast AQMD Rule 1173</b>	<b>San Joaquin Valley APCD Rule 4455</b>	<b>Ventura Co. APCD Rule 74.7</b>	<b>Yolo-Solano AQMD Rule 2.23</b>
		500: 1 day; LL > 3 drops/min: 1 day			
PRDs/PRVs	7 days (District) / 15 days (operator)	200 < L ≤ 25k: 2 days/ext. 3 days			
<b>Legend:</b>		L = leak (in ppm or drops/min); HL = heavy liquid leak; LL = light liquid/gas/vapor leak; *Limits for leaks found above leak thresholds (see Turnaround Lists); leak ext = extended repair period GV = gas/vapor	m: minor; M: Major; M>50k: Major > 50,000 ppmv	Leaks: minor (m) = >1,000 and <10,000 ppm; Major (M) = >10,000 ppm; M>50k = major leak >50,000 ppm	m: minor; M: Major; M>50k: Major > 50,000 ppmv

## 2. State Regulations

At the State level, there is no direct equivalent regulation to Rule 8-18. However, there are leak standards and similar LDAR program requirements for components at crude oil production, separation, and storage facilities and at natural gas facilities included in the Oil and Gas Regulation, which was most recently approved by the California Air Resources Board (CARB) for amendment in June 2023 (CARB, 2023).

## 3. Federal Regulations

Numerous federal requirements apply to fugitive emissions at the facilities subject to Rule 8-18. New sources are subject to New Source Performance Standards found in 40 CFR Part 60, Subpart VV/VVa (Equipment Leaks of VOC in the Synthetic Organic Chemicals Industry) and Subpart GGG/GGGa (Equipment Leaks of VOC in Petroleum Refineries). Other sources are subject to National Emission Standards for Hazardous Air Pollutants (NESHAPS) found in 40 CFR Part 61, Subpart V (National Emission Standard for Equipment Leaks (Fugitive Emission Sources)), and to 40 CFR Part 63, Subpart CC (National Emission Standards for Hazardous Air Pollutants from Petroleum Refineries). Table 2 provides a comparison of the basic provisions of these federal regulations and the proposed amended Rule 8-18.

**Table 2  
Comparison of the Basic Provisions of the Federal Fugitive Emissions Rules and  
BAAQMD’s Proposed Amended Rule 8-18**

BAAQMD Proposed Amended Rule 8-18	40 CFR 60 VV/VVa & GGG/GGGa 40 CFR 63 CC
<b>Applicability</b>	
Components at petroleum refineries, chemical plants, bulk plants, and bulk terminals.	Affected equipment in petroleum refineries, synthetic organic chemicals manufacturing facilities, and onshore natural gas processing plants.
<b>Requirements</b>	
LDAR program includes quarterly inspection of equipment in light liquid/gas/vapor service and of a subset of components in heavy liquid service. Connectors in light liquid/gas/vapor service and inaccessible equipment inspected annually.	Pumps in liquid service inspected monthly. Valves in light liquid/gas/vapor service inspected monthly. Owners/operators may also comply through alternative methods, including meeting standards on allowable percentage of leaks and/or electing a monitoring schedule with reduced frequency based on leak percentage and consecutive leak-free readings.
Leak threshold at 100 ppm for any general equipment, valves, and connections. Leak threshold of 500 ppm for any pumps, compressors, and PRDs.	Leak threshold at 10,000 ppm for pumps and valves in heavy liquid service. Pump, valves, PRDs, and connectors in light liquid service/gas/vapor service leak threshold at 10,000 ppm. PRDs in gas/vapor service leak threshold at 500 ppm.
Leaks detected by operator to be minimized within 24 hours and repaired within seven days.	Compressors required to have a seal system with barrier fluid.

<b>BAAQMD Proposed Amended Rule 8-18</b>	<b>40 CFR 60 VV/VVa &amp; GGG/GGGa 40 CFR 63 CC</b>
Leaks detected by Air District staff must be repaired within 24 hours. A percentage of non-repairable equipment may delay repair until unit turnaround.	Leaks > 10,000 ppm repaired within 15 days maximum, first attempt at repair within five days.
<b>Recordkeeping and Reporting</b>	
Submit quarterly reports of equipment found leaking in more than three consecutive quarters, non-repairable equipment, and inspection records for equipment opened during turnarounds. Submit equipment inventory report annually.	Submit semiannual reports containing the number of equipment by type that were repaired and for which repair was delayed and the reason for delay.
<b>Test Methods</b>	
United States Environmental Protection Agency (U.S. EPA) Method 21 for leak screening. ASTM Method D-1078-11, D-86, 1160, or equivalent method approved by Air Pollution Control Officer (APCO) for initial boiling point. U.S. EPA Protocol for Equipment Leak Emissions Estimates (Chapter 4), monitoring, or equivalent method approved by APCO for mass emission sampling.	U.S. EPA Method 21 for leak screening. ASTM E-260, E-168, or E-169 for VOC content. ASTM Method D-2879 for vapor pressure.
<b>Exemptions</b>	
Limited exemption small facilities with less than 100 valves.	Exemption for facilities that have the design capacity to produce less than 1,000 Mg/year of the chemicals listed in the subpart.
Limited exemption for 1) connections that handle organic liquids having an initial boiling point greater than 302 °F and 2) valves and non-steam-quenched pump that handle organic liquids having an initial boiling point greater than 372 °F.	Limited exemption for affected facilities that produces heavy liquid chemicals only from heavy liquid feed or raw materials.
Limited exemption for open-ended valves or lines that are part of a lubrication system or that contain non-process lube oil to supply that system.	Limited exemption for open-ended valves or lines containing asphalt.

The proposed amendments are not duplicative of any current requirements for equipment in heavy liquid service.

**4. Litigation**

As mentioned in earlier sections of this Final Staff Report, amendments to Rule 8-18 that were approved in December 2015 resulted in additional questions regarding leak emissions associated with heavy liquids. At the time of adoption, the Air District’s Board of Directors approved amendments that would remove the monitoring exemption for components in heavy liquid service. The Board’s adopting resolution directed Air District staff to examine emission reduction and cost effectiveness issues related to the inclusion in Rule 8-18 of requirements for monitoring of components in heavy liquid service. This direction required re-evaluating the estimates used for

existing emissions from such components as well as emissions expected to be reduced from such components. Additionally, in 2016, representatives from three of the refineries brought a legal challenge against the Air District alleging violations of the California Environmental Quality Act (CEQA), its implementing regulations, and other provisions of the California Health and Safety Code.

In March of 2017, the parties entered into an enforcement agreement that set forth provisions for completion of a Heavy Liquids Study, consultation procedures for subsequent documentation of the results, and provided guidance on how the Rule may be amended. With respect to revision of the amendments, the enforcement agreement required the Air District to make a cost effectiveness determination based on the Heavy Liquids Study that identifies which components (from the larger set of components included in the 2015 amendment) may be included in the LDAR program.<sup>2</sup>

In summary, as a result of the Board resolution and litigation, the Air District agreed to: a) complete an ongoing joint study that was already underway with affected refineries; b) produce a report on the results of the study, in consultation with affected refineries; and c) re-visit the cost effectiveness of monitoring components in heavy liquid service.

Over the course of five years the Air District conducted a joint study with the five Bay Area refineries and their trade association, the Western States Petroleum Association (WSPA). The Heavy Liquids Study Report (BAAQMD, 2022) summarizes the findings of the joint study and was published in April 2022. The Heavy Liquids Study (or “Study”) involved measuring and evaluating emissions from equipment in heavy liquid service at five Bay Area refineries:

- Chevron Richmond Refinery (Richmond, California),
- Phillips 66 San Francisco Refinery (Rodeo, California),
- Shell Martinez Refinery (Martinez, California),
- Tesoro Golden Eagle Refinery (Martinez, California), and
- Valero Benicia Refinery (Benicia, California).

Two of the refineries have subsequently been acquired by other entities. Shell Martinez Refinery is now owned and operated by PBF Energy and is now known as the Martinez Refining Company. Tesoro Golden Eagle Refinery is now owned and operated by the Marathon Petroleum Corporation and known as Marathon Martinez Refinery.

### III. TECHNICAL REVIEW

#### A. Pollutants

Organic liquids handled by equipment covered under Rule 8-18 include petroleum, alternative feedstocks, and other organic hydrocarbons. Associated emissions to the atmosphere result from fugitive leaks from components handling these liquids. These emissions may include pollutants such as TOCs, along with toxic air contaminants such as benzene, 1,3-butadiene, naphthalene, and toluene, which are components of the TOC emitted.

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<sup>2</sup> See Section V – Emissions and Emissions Reductions and Section VI – Economic Impacts for discussion of a thorough analysis of emissions and costs.

Emissions of volatile organics can contribute to the production of ground level ozone (also called smog) through photochemical reactions with oxides of nitrogen. Exposure to ozone can damage the lungs and aggravate respiratory conditions such as asthma, bronchitis, and emphysema. The San Francisco Bay Area does not currently attain all federal and State ambient air quality standards for ozone, and further reductions in precursor emissions, including volatile organic compounds, are needed for attainment and maintenance of the standards. In addition, methane is a potent and short-lived greenhouse gas that can contribute to climate change.

Emissions of toxic air contaminants from equipment leaks may occur close to ground level at temperatures close to ambient conditions so they are then less likely to disperse through plume rise, resulting in an increase in exposure rates and potential cancer risks and acute and chronic hazards to nearby residents. According to the California Health and Safety Code,<sup>3</sup> a toxic air contaminant is "an air pollutant which may cause or contribute to an increase in mortality or an increase in serious illness, or which may pose a present or potential hazard to human health."

Overall, further reductions of TOCs are needed to ensure progress towards attainment of ambient air quality standards, reduce climate pollutant emissions, and reduce public health impacts from toxic compounds and ozone exposure.

## B. Emissions Estimates

The current emissions associated with the components in heavy liquid service that would be affected by the proposed amendments were estimated for the five refineries using component counts and emission factors from Air District's Heavy Liquid Study Report (BAAQMD, 2022), and additional emission factors obtained from the California Air Pollution Control Officers Association (CAPCOA) (CAPCOA, 1999) and U.S. EPA reports (U.S. EPA, 1979). For the non-refinery facilities, seven bulk terminal facilities are expected to operate heavy liquid service components that would be affected by the proposed amendments. Emission estimates for affected components at these facilities were developed using the emission factors described above, along with component count data and heavy liquid-to-light liquid component ratio data. These emission estimates are provided in Table 3 below. More information on the emission estimates is provided in Section V.A. and Appendix D.

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<sup>3</sup> California Health and Safety Code, Division 26, Part 2, Chapter 3.5, Article 2, Section 39655(a).

**Table 3**  
**Current TOC Emissions Estimates**  
(for Heavy Liquid Components Affected by Proposed Rule Amendments)

Facility	Current TOC Emissions (tons/year) <sup>a</sup>
<b>Refineries</b>	
Chevron Richmond Refinery	32.9
Marathon Martinez Refinery	45.0
Martinez Refining Company	15.9
Phillips 66 Refinery	12.3
Valero Benicia Refinery	27.7
<b>Non-Refinery Facilities</b>	
Equilon Enterprises San Jose Terminal	0.5
Nu Star Selby Terminal	2.1
Kinder Morgan San Jose Terminal	3.7
Kinder Morgan Brisbane Terminal	2.1
Kinder Morgan Concord Pump Station	2.5
Phillips 66 Richmond Marine Terminal	2.2
PBF Energy Terminal (Martinez Terminal Company)	0.6
<b>Total - Refineries and Non-Refinery Facilities</b>	<b>148</b>

<sup>a</sup> The current emissions associated with the components in heavy liquid service that would be affected by the proposed amendments were estimated for the five refineries using component counts and emission factors from Air District’s Heavy Liquid Study Report (BAAQMD, 2022), and additional emission factors obtained from the California Air Pollution Control Officers Association (CAPCOA) (CAPCOA, 1999) and U.S. EPA reports (U.S. EPA, 1979)

### C. Control and Leak Detection Methods

The most efficient means of preventing these types of fugitive emissions from equipment leaks is through implementation of an LDAR program, whereby potential sites of leaks are first properly identified then periodically monitored for emissions above leak standards. When discovered, equipment found to be leaking above that standard is either repaired, replaced, or placed on a limited list of non-repairable equipment. This last category of non-repairable equipment is limited to that which is deemed essential to the process in that it would require a total shutdown of a facility to complete repairs.

When the U.S. EPA initially developed guidelines for LDAR programs at large industrial facilities, it was estimated that such a program can reduce emissions from equipment leaks by 63 percent (U.S. EPA, 2007). For components that handle materials for light liquid at refineries, the estimated control effectiveness for an LDAR program ranged from 45 to 96 percent across different component types (U.S. EPA, 2007).

The Texas Commission on Environmental Quality (TCEQ) estimated the control efficiency of an LDAR program with a leak definition of 500 parts per million by volume (ppmv) and quarterly monitoring to be 97 percent for valves in heavy liquid service and 93 percent for pumps in heavy liquid service (TCEQ, 2018).

The main goal of an LDAR program is to determine compliance with leak standards by monitoring for leaks and repairing those leaks discovered in a timely manner. In addition, recordkeeping and reporting requirements serve to verify compliance for equipment functioning as required. Generally, to implement an LDAR program, a facility must inspect and identify leaking components, repair and replace leaking components, monitor components for compliance, and report monitoring results and repairs for review by regulatory agencies.

## IV. PROPOSED RULE AMENDMENTS

Air District staff is proposing amendments to Rule 8-18 to further address emissions of TOC from equipment leaks at refineries, bulk loading plants and terminals, and chemical processing facilities in the Bay Area. Further reductions of TOC are needed to ensure progress towards attainment of the ambient air quality standards, reduce climate pollutant emissions, and reduce public health impacts from toxic compounds and ozone exposure. The proposed amendments are intended to ensure that Air District regulations are as health protective as possible.

The proposed amendments expand and improve upon the existing LDAR program required by Rule 8-18. They expand monitoring requirements to cover a subset of components in heavy liquid service. The proposed amendments include updates to aid with readability and clarity of the regulatory language, as well as changes covering the Exemptions, Definitions, Standards, Administrative Requirements, Monitoring and Records, and Procedures sections. Administrative amendments are proposed to correct typos, provide consistent punctuation in lists throughout the Rule, and to correct subsection numbering in Section 8-18-503. The rest of the main provisions of the amendments are as follows.

### A. Description

Section 8-18-101 – Description: This section states that the purpose of the Rule is to limit emissions of TOCs at facilities defined in the Rule (refineries, chemical plants, bulk plants, and bulk terminals) from equipment included on the list provided and other equipment not listed. Proposed amendments to this section would make this equipment list consistent with the list provided in the definition of equipment found later in the Rule. See Section 8-18-205 below.

### B. Exemptions

Section 8-18-111 – Exemption, Small Facilities: Proposed amendments to this section remove the text “or less than 10 pumps and compressors.” Regulation 8: Organic Compounds, Rule 22: Valves and Flanges at Chemical Plants (Rule 8-22) regulates facilities with up to 100 valves, exempting those with 100 valves or more and referring to Rule 8-18. Under the existing language, facilities with more than 100 valves, but less than 10 pumps or compressors would be exempt from both rules. Proposed amendments would remove this unintended regulatory inconsistency.

Section 8-18-113 – Limited Exemption, Initial Boiling Point: Proposed amendments to this section reflect the findings of the Heavy Liquids Study and subsequent emissions and cost estimations, along with stipulations in the enforcement agreement. All equipment handling organic liquids with an initial boiling point greater than 302 °F are currently exempt from the Administrative Requirements of the Rule (Inspection, Identification, etc.). This exemption would expire one year after the adoption of these amendments and after which, a subset of these components would become subject to the Administrative Requirements. The proposed amendments would change

this limited exemption such that, effective one year after rule adoption, valves and non-steam-quenched pump seals that handle organic liquids with an initial boiling point greater than 372 °F will remain exempt from the Administrative Requirements of the Rule. Connections that handle organic liquids with an initial boiling point greater than 302 °F will also remain exempt from the Administrative Requirements of the Rule. Connections, valves, pressure relief devices, and pump seals in gaseous/vapor service do not qualify for this limited exemption, regardless of the initial boiling point of the organic liquid.

Section 8-18-119 – Limited Exemption, Open-Ended Valve or Line: Proposed amendments to this section add components of a lubrication system or those containing non-process lube oil to the list of equipment that is exempt from the standards of Section 8-18-309. This exemption reflects the findings of the Heavy Liquid Study that this equipment should be excluded from the requirements of Section 8-18-309 as the emission rates for components handling non-process lube oil could not be derived during the study and there is currently no methodology for estimating the number of components in such lubricating systems.

Section 8-18-120 – Limited Exemption, Non-repairable Equipment: This exemption expired and will be deleted as part of the proposed amendments. Non-repairable Equipment subject to this limited exemption was required to be repaired or replaced by December 16, 2020.

## C. Definitions

Proposed amendments to Rule 8-18 include several new definitions to clarify language in other sections of the Rule as well as for reasons of consistency. Notable amendments to definitions include the following.

Section 8-18-205 – Equipment: Proposed amendments to this section would make this list of equipment consistent with the list provided in the rule description found earlier in the Rule. See Section 8-18-101 above.

Section 8-18-215 – Process Area: Proposed amendments to this section replace “Process Unit” with “Process Area” to reflect current practice for identification of equipment. A Process Area contains a group of process units that are continuous and independent of other processes at the facility. Depending on the size and complexity of a process unit, it may be considered to comprise a process area in and of itself. For more a more concise definition of “Process Unit”, refer to Section 206 of Regulation 8: Organic Compounds, Rule 22: Valves and Flanges at Chemical Plants. In other sections of the Rule, “process unit” has been replaced with “process area or process unit” (See Sections 8-18-220, 226, 502, and 503).

Sections 8-18-231 and 8-18-237 – Gas/Vapor Service, and Organic Liquid: Proposed amendments to this section add two definitions to clarify language in Section 8-18-113 as well as other sections of the Rule. These added definitions provide additional clarity regarding what is meant by “heavy liquid” (one with a high initial boiling point) in a gaseous or vapor phase. Organic liquids may be in a gaseous phase well below the temperature of their initial boiling point, depending on pressure and other variables. The definition is in alignment with the “in gas/vapor service” definition in Section 60.481 of 40 CFR Part 60, Subpart VV/VVa and GGG.

Sections 8-18-232, 8-18-235, and 8-18-236 – Steam-Quenched Pump Seal, Compressor, and Pump: Proposed amendments to this section add definitions to complete the list of equipment

subject to emissions standards in the Rule. Definitions for the terms connection and valve are already in the current version of the Rule.

Sections 8-18-233 and 8-18-234 – Lubrication Systems and Non-Process Lube Oil: Proposed amendments to this section define the equipment and material used to operate production equipment that are subject to the limited exemption in Section 8-18-119 (see above).

## D. Standards

Section 8-18-306 – Non-repairable Equipment: Proposed amendments to this section clarify that mass emissions determinations are not required for equipment leaks of less than 3,000 ppm. Such leaks have been evaluated by the Air District and determined to be unlikely to result in substantial excess emissions.

## E. Administrative Requirements

Section 8-18-401 – Inspection: Proposed amendments to this section require semi-annual inspection (once every six months) of all valves handling organic liquids with an initial boiling point greater than 302 °F, effective one year from adoption. The proposed amendments include administrative changes to address added language elsewhere in the Rule.

Section 8-18-402 – Identification: Proposed amendments to this section remove past effective dates, correctly indicate the equipment to be identified, and bring consistency to the order of equipment listings. Connections in heavy liquid service (excluding those in gas/vapor service) are not subject to these identification requirements as per the limited exemption in Section 8-18-113 (see above).

Section 8-18-404 – Alternative Inspection Schedule: Proposed amendments to this section incorporate changes necessary to expand the alternative inspection schedule option for valves handling organic liquids with an initial boiling point greater than 302 °F. Section 8-18-401.2 requires equipment to be inspected quarterly, with the exception of valves handling heavy liquids which are required to be inspected every six months per Section 8-18-401.12. Section 8-18-404 allows the inspection schedule to be changed to annually for pumps and valves that demonstrate they have operated leak free for a period of five quarters. In order to satisfy this requirement, records must be submitted to the Air District to show either six quarterly leak free inspections for equipment subject to quarterly monitoring or four leak free inspections for equipment subject to semi-annual monitoring.

## F. Monitoring and Records

Section 8-18-502 – Records: Proposed amendments to this section clarify that all records must be maintained for at least five years and made available for Air District inspection at any time. Additionally, the subsection referring to Piping and Instrumentation Diagrams (P&IDs) was amended to remove a past effective date, and to clarify that components handling material with initial boiling points greater than 302 °F must be clearly identified.

Section 8-18-503 – Reports: Proposed amendments to this section remove past effective dates and clarify that reports are to be submitted to the Air District within 30 days following the end of each quarter. Further proposed amendments clarify the information to be provided for equipment

opened during turnarounds, and the identification and listing of components in P&IDs as well as updates to past submittals. Proposed amendments clarify that P&IDs are not required to be submitted to the Air District. Effective one year from rule amendment adoption, new Subsections 8-18-503.5 through 503.7 address reporting of equipment information required by changes to the limited exemption for equipment handling material of a given initial boiling point and/or in gas/vapor service (see Section 8-18-113, above).

## G. Manual of Procedures

*Section 8-18-601 – Analysis of Samples:* Proposed amendments to this section update test methods for determining the initial boiling point of samples with additional language provided to allow for alternative methods deemed equivalent by the U.S. EPA and approved in writing by the Air District.

*Section 8-18-602 – Inspection Procedure:* Proposed amendments to this section include language to allow for alternative methods approved in writing by the Air District. This additional provision was added to the proposed amendments published May 23, 2024, in response to comments received (for more information see Response SQP-1 in Appendix E: Response to Comments Summary).

*Section 8-18-603 – Determination of Control Efficiency:* Proposed amendments to this section provide additional language to allow for alternative methods deemed equivalent by the U.S. EPA and approved in writing by the Air District.

*Section 8-18-604 – Determination of Mass Emissions:* Proposed amendments to this section provide language consistent with other sections in the Manual of Procedures section to allow for alternative methods deemed equivalent by the U.S. EPA and approved in writing by the Air District.

## V. EMISSIONS AND EMISSIONS REDUCTIONS

### A. Refinery Facilities

The emissions associated with the components in heavy liquid service affected by the proposed amendments were estimated for the five refineries using component counts and emission factors from Air District's Heavy Liquid Study Report (BAAQMD, 2022), and additional emission factors obtained from the California Air Pollution Control Officers Association (CAPCOA) (CAPCOA, 1999) and U.S. EPA reports (U.S. EPA, 1979). The current TOC emissions, controlled TOC emissions, and TOC emission reductions for the refineries are presented in Table 4.

**Table 4  
Estimated Emissions Reductions for Affected Components in Heavy Liquid Service for Refinery Facilities**

<b>Component Type</b>	<b>Total Component Counts <sup>1</sup></b>	<b>Current TOC Emissions <sup>2</sup> (tons/year)</b>	<b>Controlled TOC Emissions (tons/year)</b>	<b>TOC Emissions Reductions (tons/year)</b>
Valves <sup>3</sup>	15,629	5.8	1.9	3.9
Non-Steam Quenched Pumps <sup>3</sup>	203	0.8	0.6	0.2
Steam Quenched Pumps <sup>4</sup>	381	77.3	1.2	76.1
Pressure Relief Valves <sup>4</sup>	600	49.9	0.3	49.6
<b>Total</b>	<b>16,813</b>	<b>133.8</b>	<b>4.1</b>	<b>129.7</b>

Note: Emissions estimates do not reflect potential changes that may result due to conversions from petroleum to alternative feedstocks. Total summations may not match due to rounding.

1. The component counts are the sum of component counts for the five refineries.
2. Current TOC emissions and controlled TOC emissions were estimated using POC emission factors.
3. The component counts for valves and non-steam quenched pump are for heavy liquid service components handling material with an initial boiling point greater than 302 °F and less than or equal to 372 °F.
4. The component counts for pressure relief devices and steam quenched pump are for heavy liquid service components handling material with an initial boiling point greater than 302 °F.

For non-steam quenched pumps and valves, current emissions are calculated for components handling materials with initial boiling greater than 302 °F and less than or equal to 372 °F using average emissions data and initial boiling points of materials as reported by the respective refineries as part of the Heavy Liquids Study Report (BAAQMD, 2022).

For steam quenched pumps and pressure relief valves, the current emissions are calculated for components handling materials with initial boiling point greater than 302 °F using emissions factors from CAPCOA (CAPCOA, 1999) and U.S. EPA reports (U.S. EPA, 1979) since emission factors from the Heavy Liquids Study Report were not available for these component types. The steam quenched pump seals and pressure relief valves have the highest emissions reductions among the components in heavy liquid service.

Controlled emissions (i.e., emissions when the rule amendment provisions are applied) were calculated using emission factors derived using the correlation equation from CAPCOA (CAPCOA, 1999) for all component types. Staff assumed a screening value of 10 ppmv for valves and a screening value of 20 ppmv for steam-quenched pumps, non-steam quenched pumps, and pressure relief devices based on staff's review of historical LDAR screening data for light liquid components. Actual screening values and emissions from the heavy liquid service components would be expected to be lower than the estimated controlled emissions since heavy liquids are less volatile in comparison to the light liquids, typically leading to lower emissions.

TOC emission reductions were calculated using POC emission factors since TOC emission factors for fugitive components were not available. POC is defined in Section 1-235 of Regulation 1: General Provisions and Definitions and refers to any organic compound excluding methane and a set of other compounds. As defined in Section 8-18-219, TOC includes methane. As a result, actual TOC emission reductions may be greater than the estimated reductions shown. Appendix D contains additional details on the calculations of current emissions, controlled emissions, and emissions reductions.

## B. Non-Refinery Facilities

For the non-refinery facilities, seven bulk terminal facilities are expected to operate heavy liquid service components that would be affected by the proposed amendments. These component counts for the non-refinery facilities were estimated using facility-specific light liquid service component counts and an assumed heavy liquid-to-light liquid component ratio based on staff's review of historical data available. Current TOC emissions and controlled emissions were calculated using the emission factors described in Section V.A. Current TOC emissions, controlled TOC emissions, and TOC emission reductions for the non-refinery facilities are presented in Table 5.

**Table 5  
Emissions Reductions for Affected Components in Heavy Liquid Service for the Seven Non-Refinery Facilities**

Component Type	Total Component Counts <sup>1</sup>	Current TOC Emissions <sup>2</sup> (tons/year)	Controlled TOC Emissions (tons/year)	TOC Emissions Reductions (tons/year)
Valves <sup>3</sup>	3,253	1.2	0.4	0.8
Non-Steam Quenched Pumps <sup>4</sup>	34	0.14	0.11	0.03
Pressure Relief Valves <sup>5</sup>	150	12.5	0.1	12.4
<b>Total</b>	<b>3,437</b>	<b>13.8</b>	<b>0.6</b>	<b>13.2</b>

Note: Total summations may not match due to rounding.

1. The component counts are the sum of component counts for the seven non-refinery facilities.
2. Current TOC emissions and controlled TOC emissions were estimated using POC emission factors.
3. The component counts for valves and non-steam quenched pump are for heavy liquid service components handling material with an initial boiling point greater than 302 °F and less than or equal to 372 °F.
4. Component count information for pumps at these facilities did not specify whether pumps were non-steam quenched or steam quenched. For the purpose of this emissions calculation, all pumps for non-refinery facilities were assumed to be non-steam quenched pumps.
5. The component counts for pressure relief devices are for heavy liquid service components handling material with an initial boiling point greater than 302 °F.

## VI. ECONOMIC IMPACTS

### A. Control Cost and Cost Effectiveness

#### Compliance Costs and Cost Effectiveness

Air District staff evaluated potential compliance costs associated with the proposed amendments, including costs for the newly monitored components under the proposed amendments. Costs associated with newly monitored components include both capital costs for identifying components subject to monitoring requirements as well as annual costs for inspecting components and repairing or replacing components found leaking in excess of standards. The Air District notes that actual incurred compliance costs may be lower than the estimates provided as some refineries have already identified and tagged the heavy liquid service components.

The Air District developed cost estimates based on a review of available cost data, methodologies, and estimates, including information previously published by the Air District, South Coast AQMD (SCAQMD, 2002, 2007, 2009), and San Joaquin Valley Unified APCD (SJVUAPCD, 2023). A range of potential compliance costs were estimated based on alternate inspection schedules for valves and pumps. According to Section 8-18-404, facilities may reduce the inspection frequency from quarterly (valves and pumps) or semi-annually (valves) to annual if the valve or pump is leak free for five consecutive quarters. The minimum cost scenario assumes that leak free valves and pumps are on an annual inspection schedule, while the leaking components are on a quarterly or semiannual inspection schedule. The maximum cost scenario assumes that all valves and pumps are on a quarterly inspection schedule. The assumptions used to calculate the inspection costs, repair costs, replacement costs, and identification costs are available in Appendix D.

Cost effectiveness is calculated by dividing the annualized compliance costs by the total number of tons of emission reductions expected each year. These calculations rely on the cost estimates described above and the emission reduction estimates described in Section V of this report. Results for each component type and facility type are presented below.

Refinery Facilities

The estimated compliance cost and cost-effectiveness by component type for the five refineries are provided in Table 6 and Table 7, respectively.

**Table 6  
Estimated Total Annual Compliance Cost by Component Type for the Five Refineries**

<b>Component Type</b>	<b>Identification Costs- Amortized <sup>1</sup> (\$/year)</b>	<b>Monitoring Costs (\$/year)</b>	<b>Total Annual Compliance Cost (\$/year)</b>
Valves <sup>1</sup>	\$32,827	\$78,963 - \$142,947	\$111,790 - \$175,774
Non-Steam Quenched Pumps <sup>1</sup>	\$426	\$3,256 - \$5,749	\$3,682 - \$6,175
Steam Quenched Pumps <sup>1</sup>	\$800	\$6,111 - \$10,790	\$6,911 - \$11,590
Pressure Relief Valves <sup>1</sup>	\$1,260	\$17,017	\$18,278
<b>Total</b>	<b>\$35,314</b>	<b>\$105,347 - \$176,503</b>	<b>\$140,660 - \$211,817</b>

1. The one-time costs for identification and tagging of components has been amortized over 10 years.

**Table 7**  
**Estimated Total Cost-Effectiveness by Component Type for the Five Refineries**

<b>Component Type</b>	<b>TOC Emission Reduction (tons/year)</b>	<b>Compliance Cost (\$/year)</b>	<b>Cost-Effectiveness (\$/ton)</b>
Valves <sup>1</sup>	3.9	\$111,790 - \$175,774	\$28,766 - \$45,230
Non-Steam Quenched Pumps <sup>1</sup>	0.2	\$3,682 - \$6,175	\$20,664 - \$34,656
Steam Quenched Pumps <sup>1</sup>	76.1	\$6,911 - \$11,590	\$91 - \$152
Pressure Relief Valves	49.6	\$18,278	\$369

1. Minimum and maximum costs are calculated based on alternative inspection schedule per Section 8-18-404 for valves and pumps.

Non-Refinery Facilities

The estimated compliance cost and cost-effectiveness by component type for the seven non-refinery facilities are provided in Table 8 and Table 9, respectively.

**Table 8**  
**Estimated Total Annual Compliance Cost by Component Type for the Seven Non-Refinery Facilities**

<b>Component Type</b>	<b>Identification Costs-Amortized <sup>1</sup> (\$/year)</b>	<b>Monitoring Costs (\$/year)</b>	<b>Total Compliance Cost (\$/year)</b>
Valves <sup>1</sup>	\$6,833	\$16,435 - \$29,753	\$23,268 - \$36,585
Non-Steam Quenched Pump Seals <sup>1</sup>	\$71	\$545 - \$963	\$617 - \$1,034
Pressure Relief Valves <sup>1</sup>	\$315	\$4,254	\$4,569
<b>Total</b>	\$7,219	\$21,235 - \$34,970	\$28,454 - \$42,189

1. The one-time costs for identification and tagging of components has been amortized over 10 years.

**Table 9**  
**Estimated Total Cost-Effectiveness by Component Type for the Seven Non-Refinery Facilities**

<b>Component Type</b>	<b>TOC Emission Reduction (tons/year)</b>	<b>Compliance Cost (\$/year)</b>	<b>Cost-Effectiveness (\$/ton)</b>
Valves <sup>1</sup>	0.8	\$23,268 - \$36,585	\$28,766 - \$45,230
Non-Steam Quenched Pumps <sup>1</sup>	0.03	\$617 - \$1,034	\$20,664 - \$34,656
Pressure Relief Valves	12.4	\$4,569	\$369

1. Minimum and maximum costs are calculated based on alternative inspection schedule per Section 8-18-404 for valves and pumps.

## B. Incremental Cost Effectiveness

Incremental cost effectiveness is calculated by 1) calculating the incremental difference in cost between the different regulatory options, and 2) dividing the incremental difference in cost by the incremental difference in emission reductions between each progressively more stringent regulatory option.

As discussed in Section II.C, the proposed amendments do not require new control mechanisms, but rather expand and improve the existing LDAR program requirements. The proposed amendments will subject valves and non-steam quenched pumps handling materials with initial boiling greater than 302 °F and less than or equal to 372 °F to the LDAR program. Steam quenched pumps and pressure relief devices handling materials with initial boiling greater than 302 °F will also be subject to the proposed amendments.

For valves and non-steam quenched pumps, an alternative control option may involve expanding LDAR requirements to all valves and pumps in heavy liquid service handling material with an initial boiling point greater than 302 °F (including those handling material with an initial boiling point greater than 372 °F). Including all heavy liquid service components instead of only a subset of components would increase emissions reductions but would also increase the compliance cost as additional components would need to be inspected more frequently.

The Air District estimated compliance costs for this alternative control option using the same cost data, methodologies, and information described previously in Section VI.A. A summary of the incremental cost-effectiveness analysis is provided in Table 10. The incremental cost-effectiveness to expand the LDAR program to include all heavy liquid components for valves and non-steam quenched pumps ranged from \$113,000 to \$177,000 per ton, and \$256,000 to \$429,000 per ton, respectively. Appendix D contains additional details on calculations for emissions reductions and compliance costs under the alternative control scenario.

**Table 10  
Incremental Cost-effectiveness for Pumps and Valves under Proposed Amendments and Alternative Control Scenario**

Component Type	Proposed Amendments: Components Handling Material 302 °F < IBP <sup>a</sup> ≤ 372 °F		Alternative Control Scenario: Components Handling Material 302 °F < IBP <sup>a</sup>		Incremental Cost-Effectiveness (\$/ton)
	TOC Emission Reduction (tons/year)	Compliance Cost (\$/year)	TOC Emission Reduction (tons/year)	Compliance Cost (\$/year)	
Valves	3.9	\$111,790 - \$175,774	6.2	\$376,196 - \$591,517	\$112,725 - \$177,244
Non-Steam Quenched Pumps	0.18	\$3,682 - \$6,175	0.24	\$20,370 - \$34,163	\$256,043 - \$429,405

<sup>a</sup> IBP = Initial Boiling Point

For steam-quenched pumps and pressure relief devices, the scope of the LDAR program cannot be expanded further to include additional components since the proposed amendments already include all heavy liquid service components for these component types. In addition, more granular emissions data for steam-quenched pumps and pressure relief devices at various initial boiling point ranges were not available in the Heavy Liquid Study Report or in the literature reviewed by the Air District. Thus, no further incremental cost effectiveness discussion is warranted for steam-quenched pumps and pressure relief devices.

### C. Socioeconomic Impacts

Section 40728.5 of the California Health and Safety Code requires an air district to assess the socioeconomic impacts of the adoption, amendment, or repeal of a rule if the rule is one that “will significantly affect air quality or emissions limitations.” Air District staff contracted with an independent consultant, BAE Urban Economics (BAE), to develop estimates of potential socioeconomic impacts for the proposed amendments. The analysis and findings are summarized in this section, and the full report of the socioeconomic impact analysis is available in Appendix B. The Socioeconomic Analysis concludes that the compliance costs would not be expected to result in significant socioeconomic impacts at the affected refinery and non-refinery facilities and would not be expected to impact small businesses or lead to job reductions.

### D. Air District Impacts

Staff anticipates that Amendments to Rule 8-18 will require additional staff time and resources in a number of areas. Implementation of the proposed amendments to Rule 8-18 would require additional compliance inspections, review and management of additional reporting and compliance records, and related oversight and support. Implementation may also require additional review should facility operators seek Air District approval of alternative monitoring methods. The level of effort, and therefore full-time equivalent (FTE) staff, depends on the level of compliance at the facilities and prioritization of these sources for inspections. Staff anticipates that initially one to two FTE staff would need to be dedicated to the Compliance and Enforcement Division, noting that additional FTEs may be required to fully implement compliance if the sources require extensive oversight.

## VII. REGULATORY IMPACTS

Section 40727.2 of the California Health and Safety Code requires an air district, in adopting, amending, or repealing an air district regulation, to identify existing federal and air district air pollution control requirements for the equipment or source type affected by a proposed change in air district rules. The air district must then note any differences between these existing requirements and the requirements imposed by the proposed changes.

Table 1 in Section II.C.1 of the Regulatory History section of this Final Staff Report – Comparison of the Basic Provisions of the Fugitive Emissions Rules of Five California Air Districts – provides an analysis of differences between existing requirements at the air district level and the requirements imposed by the changes listed in the proposed amendments to Rule 8-18. The air districts in the comparison include the South Coast Air Quality Management District, San Joaquin Valley Air Pollution Control District, Ventura County Air Pollution Control District, and Yolo-Solano Air Quality Management District.

Table 2 in Section II.C.3 of the Regulatory History section of this Final Staff Report – Comparison of the Basic Provisions of the Federal Fugitive Emissions Rules and the Air District’s Proposed Amended Rule 8-18 – provides an analysis of all differences between existing requirements at the federal level and the requirements imposed by the changes listed in the proposed amendments to Rule 8-18.

## VIII. ENVIRONMENTAL IMPACTS

The California Environmental Quality Act (CEQA), Public Resources Code Section 21000 et seq., requires a government agency that undertakes or approves a discretionary project to consider the potential impacts of that project on all environmental media. Potential environmental impacts related to projects under the AB 617 Expedited BARCT Implementation Schedule, including amendments to Rule 8-18, were previously analyzed in an Environmental Impact Report (EIR) certified by the Air District Board of Directors in December 2018.<sup>4</sup> Air District staff contracted with an external environmental consultant, Environmental Audit Inc., to prepare an Initial Study to evaluate the potential for significant environmental impacts resulting from proposed amendments to Rule 8-18. The Initial Study showed that no significant environmental impacts are expected, and therefore a Negative Declaration has been prepared. The CEQA Initial Study and Draft Negative Declaration was posted for public review and comment on May 23, 2024. No comments pertaining to these documents were received by the Air District during the subsequent 30-day comment period. At the Public Hearing, the Air District Board of Directors will consider the final proposals, and public input before taking any action on the amendments to Rule 8-18 and the associated Draft Negative Declaration.

Appendix C provides the full details of the environmental analysis, including the Initial Study and the Draft Negative Declaration.

## IX. RULE DEVELOPMENT / PUBLIC PARTICIPATION PROCESS

Throughout the rule development process for amending Rule 8-18, including efforts leading up to the formal initiation of rule development, staff interacted with and reached out to interested parties.

Preceding the development of draft amendment language for Rule 8-18, the affected industries and the public were engaged via development and adoption of the AB 617 Expedited BARCT Implementation Schedule and via the Heavy Liquids Study. As part of the BARCT schedule, staff identified potential efforts to develop amendments to Rule 8-18 that would address organic compound emissions; this was adopted by the Board via a public process in 2018. The Heavy Liquids Study spanned several years, with the Heavy Liquids Study Report being finalized and published for public review in 2022. The proposed amendments to Rule 8-18 are based in part on the results from that Heavy Liquids Study, which was conducted in cooperation with representatives of the five Bay Area refineries. The study involved several phases including study design, preliminary activities, component selection, component screening, mass emissions measurement, laboratory analysis, statistical analysis, and reporting of findings. Prior to initiating

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<sup>4</sup> [https://www.baaqmd.gov/~/media/files/ab617-community-health/barct/20181214\\_feir\\_ab617\\_barct-pdf.pdf?rev=7c0effc90d9b439c81e21445ac5165e0&sc\\_lang=en](https://www.baaqmd.gov/~/media/files/ab617-community-health/barct/20181214_feir_ab617_barct-pdf.pdf?rev=7c0effc90d9b439c81e21445ac5165e0&sc_lang=en)

the study, the Air District discussed and developed the study design with representatives of the five Bay Area refineries and their trade association, WSPA. The Air District considered technical comments submitted by the refineries on preliminary drafts of the report and addressed these in the Final Heavy Liquids Study Report.

In October 2023, staff presented an update on the development of draft amendments to Rule 8-18 to the Stationary Source & Climate Impacts Committee (now the Stationary Source Committee) of the Air District Board of Directors. No public comments on these efforts were made during this meeting, but representatives of the affected industries contacted staff in response to the presentation. In November 2023, a draft rule amendments package was released to the public along with a request for comments. An email notification was sent to the Rules and Regulations listserv for interested parties announcing the availability of the documents and the comment period. The Air District also reached out to potentially affected facilities, including both refinery and non-refinery facilities, for comments. Staff was contacted by WSPA and met with representatives upon request to discuss feedback and additional data that could inform the rule development process: these meetings occurred in October 2023, January 2024, and April 2024.

The Air District received three written comment letters on the draft amendment materials released in 2023 from WSPA, Air Liquide, and Ashworth Leininger Group. Written comments received covered topics related to analyses required under the California Health and Safety Code, emission estimates, feasibility of implementing draft leak limits, monitoring methods, initial boiling point cutoff for to specific component types, clarifications on rule language, and new test methods and testing requirements.

In May 2024, Air District staff published the proposed amendments to Rule 8-18 and Staff Report for public review to solicit comments on these materials. During the written comment period (May 23, 2024 through June 22, 2024), staff received one written comment, covering topics including:

- Emissions and Emissions Reduction Calculations
- Feasibility of Screening and Sampling Steam Quenched Pumps
- Cost-effectiveness Analysis
- Outreach to Affected Stakeholders
- Rule Language

Air District staff considered the comments submitted and prepared a summary of comments and responses document which is included as Appendix E to this Final Staff Report. In response to a comment related to the feasibility of screening Steam Quenched Pumps, additional provisions for alternative monitoring methods are now proposed for Section 8-18-602. This change to the proposed amendments is a logical outgrowth of the information published May 23, 2024 for public comment because Air District rules typically provide alternative options subject to APCO approval for instances where the relevant proscribed methods are impractical or technically infeasible. At the Public Hearing, the Air District Board of Directors will consider the final proposal and receive public input before taking any action on the proposed amendments to Rule 8-18.

## **X. CONCLUSION / RECOMMENDATIONS**

Pursuant to the California Health and Safety Code Section 40727, before adopting, amending, or repealing a rule the Board of Directors must make findings of necessity, authority, clarity, consistency, non-duplication, and reference. This section addresses each of these findings.

## A. Necessity

As stated in California Health and Safety Code Section 40727(b)(1), “‘Necessity’ means that a need exists for the regulation, or for its amendment or repeal, as demonstrated by the record of the rulemaking authority.”

The San Francisco Bay Area does not currently attain all federal and State ambient air quality standards for ozone, and further reductions of precursor organic compound emissions are needed for attainment and maintenance of the standards. Further reductions of TOC are needed to ensure progress towards attainment of the ambient air quality standards, reduce climate pollutant emissions, and reduce public health impacts from toxic compounds and ozone exposure.

The proposed amendments to Rule 8-18 were identified in the Air District’s AB 617 Expedited Best Available Retrofit Control Technology (BARCT) Implementation Schedule. AB 617 requires that districts adopt an expedited schedule for implementation of best available retrofit control technology by the earliest feasible date, and no later than December 31, 2023. The proposed amendments to Rule 8-18 are needed to implement these BARCT requirements consistent with AB 617 and California Health and Safety Code Section 40920.6(c) and meet the December 31, 2023, deadline as required by AB 617. Moreover, the proposed rule amendments are required to include the provisions agreed upon in the enforcement agreement.

## B. Authority

The California Health and Safety Code Section 40727(b)(2) states that “‘Authority’ means that a provision of law or of a state or federal regulation permits or requires the regional agency to adopt, amend, or repeal the regulation.”

The Air District has the authority to adopt these rule amendments under Sections 40000, 40001, 40702, and 40725 through 40728.5 of the California Health and Safety Code.

## C. Clarity

The California Health and Safety Code Section 40727(b)(3) states that “‘Clarity’ means that the regulation is written or displayed so that its meaning can be easily understood by the persons directly affected by it.”

The proposed amendments to Rule 8-18 are written so that their meaning can be easily understood by the persons directly affected by them. Further details in this Final Staff Report clarify the proposals and delineate the affected industries, compliance options, and administrative requirements for the industries and persons subject to this Rule.

## D. Consistency

The California Health and Safety Code Section 40727(b)(4) states that “‘Consistency’ means that the regulation is in harmony with, and not in conflict with or contradictory to, existing statutes, court decisions, or state or federal regulations.”

The proposed amendments to Rule 8-18 are consistent with other Air District rules and not in conflict with state or federal law.

## E. Non-Duplication

The California Health and Safety Code Section 40727(b)(5) states that “‘Nonduplication’ means that a regulation does not impose the same requirements as an existing state or federal regulation unless a district finds that the requirements are necessary or proper to execute the powers and duties granted to, and imposed upon, a district.”

The proposed amendments to Rule 8-18 are non-duplicative of other statutes, rules, or regulations.

## F. Reference

The California Health and Safety Code Section 40727(b)(6) states that “‘Reference’ means the statute, court decision, or other provision of law that the district implements, interprets, or makes specific by adopting, amending, or repealing a regulation.”

By adopting the proposed amendments to Rule 8-18, the Air District Board of Directors will be implementing, interpreting, or making specific the provisions of California Health and Safety Code Sections 40000, 40001, 40702 and 40727.

The proposed amendments to Rule 8-18 have met all legal noticing requirements, have been discussed with the regulated community and other interested parties, and reflect consideration of the input and comments of many affected and interested stakeholders.

## G. Recommendations

Air District staff recommends that the Air District Board of Directors adopt the proposed amendments to Regulation 8: Organic Compounds, Rule 18: Equipment Leaks and adopt the Negative Declaration under CEQA.

## XI. Reference

- BAAQMD. (2022). *Fugitive Emissions from Petroleum Refinery Equipment in Heavy Liquids Service*. San Francisco, CA.
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- CARB. (2023). *Proposed Amendments to the Greenhouse Gas Emission Standards for Crude Oil and Natural Gas Facilities*. Retrieved from California Air Resources Board: <https://ww2.arb.ca.gov/rulemaking/2023/oil-and-gas-2023>
- SCAQMD. (2002). *Final Staff Report for Rule 1173 - Control of Volatile Organic Compound Leaks and Releases from Components at Petroleum Facilities and Chemical Plants*. South Coast Air Quality Management District.
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- TCEQ. (2018). *Air Permit Technical Guidance for Chemical Sources - Fugitive Guidance*. Texas Commission on Environmental Quality.
- U.S. EPA. (1979). *Emission Factors and Frequency of Leak Occurrence for Fittings in Refinery Process Units EPA-600/2-79-044*.
- U.S. EPA. (2007). *Leak Detection and Repair: A Best Practice Guide*. Washington, DC.



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## **APPENDIX A**

### **Proposed Amendments to Regulation 8: Organic Compounds, Rule 18: Equipment Leaks**

**REGULATION 8  
ORGANIC COMPOUNDS  
RULE 18  
EQUIPMENT LEAKS**

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**REGULATION 8  
ORGANIC COMPOUNDS  
RULE 18  
EQUIPMENT LEAKS**

(Adopted October 1, 1980)

**8-18-100 GENERAL**

**8-18-101 Description:** The purpose of this Rule is to limit emissions of total organic compounds from equipment leaks at refineries, chemical plants, bulk plants, and bulk terminals including, but not limited to: valves, connectors, pumps, compressors, pressure relief devices, diaphragms, hatches, sight-glasses, fittings, sampling ports, meters, pipes, ~~and~~ vessels, plugs, and gauges.

*(Amended 3/17/82; 3/4/92; 1/7/98; 1/21/04; 9/15/04; 12/16/15; 11/3/21)*

**8-18-110 Exemption, Controlled Seal Systems and Pressure Relief Devices:** The provisions of this Rule shall not apply to seal systems and pressure relief devices vented to a vapor recovery or disposal system which reduces the emissions of organic compounds from the equipment by 95% or greater as determined according to Section 8-18-603.

*(Amended, Renumbered 1/7/98; Amended 1/21/04)*

**8-18-111 Exemption, Small Facilities:** The provisions of this rule shall not apply to facilities which have less than 100 valves ~~or less than 10 pumps and compressors.~~ Such facilities are subject to the requirements of Regulation 8, Rule 22.

*(Adopted 3/4/92; Amended, Renumbered 1/7/98)*

**8-18-112 Exemption, Bulk Plant and Terminal Loading Racks:** The provisions of this rule shall not apply to those connections at the interface between the loading rack and the vehicle being loaded.

*(Adopted 3/4/92; Amended, Renumbered 1/7/98)*

**8-18-113 Limited Exemption, Initial Boiling Point:** Until ~~January 1, 2018~~ Month XX, XXXX (one year following Date of Adoption), the provisions of Sections 8-18-400 shall not apply to equipment which handle organic liquids having an initial boiling point greater than 302 °F. Effective Month XX, XXXX (one year following Date of Adoption), the provisions of Sections 8-18-400 shall not apply to the following:

113.1 Connections that handle organic liquids having an initial boiling point greater than 302 °F.

113.2 Valves and non-steam-quenched pump seals that handle organic liquids having an initial boiling point greater than 372 °F.

Connections, valves, pressure relief devices, and pump seals in gas/vapor service do not qualify for either limited exemption provided in Section 8-18-113.1 or 113.2.

*(Adopted 3/4/92; Amended, Renumbered 1/7/98, Amended 12/16/15)*

**8-18-114 Limited Exemption, Research and Development:** The provisions of Sections 8-18-401, 402 and 502 shall not apply to research and development plants which produce only non-commercial products solely for research and development purposes.

*(Adopted 3/4/92; Amended, Renumbered 1/7/98)*

**8-18-115 Limited Exemption, Storage Tanks:** The provisions of this rule shall not apply to appurtenances on storage tanks including pressure relief devices, which are subject to requirements contained in Regulation 8, Rule 5: Storage of Organic Liquids.

*(Adopted January 7, 1998)*

**8-18-116 Limited Exemption, Vacuum Service:** The provisions of Sections 8-18-400 and 502 shall not apply to equipment in vacuum service.

*(Amended January 7, 1998)*

**8-18-117 Limited Exemption, Visual Inspection:** The provisions of Section 8-18-403 shall not apply to days when a facility is not staffed.

*(Amended, Renumbered January 7, 1998)*

**8-18-118 Deleted January 7, 1998**

**8-18-119 Limited Exemption, Open-Ended Valve or Line:** The provisions of Section 8-18-309 shall not apply to the following:

119.1 Open-ended valves or lines in an emergency shutdown system which are designed to open automatically in the event of a process upset.

119.2 Open-ended valves or lines containing materials which would autocatalytically polymerize or would present an explosion, serious overpressure, or other safety hazard if capped or equipped with a double block and bleed system.

119.3 Open-ended valves or lines that are part of a lubrication system or that contain non-process lube oil to supply that system.

*(Adopted December 16, 2015)*

~~8-18-120 **Limited Exemption, Non-repairable Equipment:** The provisions of Sections 8-18-306 and 311 shall not apply to equipment added to the non-repairable equipment list prior to December 16, 2015 except that:~~

~~120.1 The equipment must be counted toward the total number of pieces of equipment allowed by Section 8-18-306.2.~~

~~120.2 Any connection on the list must be counted as two valves toward the total number of non-repairable valves allowed by Section 8-18-306.2.~~

~~120.3 Any valve on the list with a leak that cannot be minimized below a concentration of 10,000 parts per million (ppm), expressed as methane, may not remain on the list for more than 45 days after leak discovery unless the mass emission rate has been measured in accordance with Section 8-18-604 and has been determined to be less than 15 pounds per day.~~

~~120.4 The equipment must be repaired or replaced within five years or at the next scheduled turnaround, whichever date comes first.~~

*(Adopted December 16, 2015)*

## 8-18-200 DEFINITIONS

**8-18-201 Background:** The ambient concentration of total organic compounds determined at least 3 meters (10 feet) upwind from the equipment to be inspected and not influenced by any specific emission point as indicated by a hydrocarbon analyzer specified by Section 8-18-501.

*(Amended March 4, 1992)*

**8-18-202 Bulk Plants and Terminals:** A distribution facility that is subject to Regulation 8, Rule 6, 33 or 39.

*(Amended, Renumbered 1/7/98, Amended 12/16/15)*

**8-18-203 Chemical Plant:** Any facility engaged in producing organic or inorganic chemicals and/or manufacturing products by chemical processes, including (1) any facility or operation that has 325 as the first three digits in the North American Industrial Classification Standard (NAICS) code, (2) any facility that manufactures industrial inorganic and organic chemicals; plastic and synthetic resins, synthetic rubber, synthetic and other manmade fibers; drugs; soap, detergents and cleaning preparations; perfumes, cosmetics, and other toilet preparations; paints, varnishes, lacquers, enamels, and allied products; agricultural chemicals; safflower and sunflower oil extracts; and (3) any facility engaged in re-refining.

*(Amended, Renumbered 1/7/98; Amended 1/21/04, 12/16/15)*

**8-18-204 Connection:** Flanged, screwed, or other joined fittings used to connect any piping or equipment, including any fitting connecting equipment to piping or other equipment, such as a valve bonnet flange or pump flange.

*(Amended, Renumbered 1/7/98; Amended 1/21/04, 12/16/15)*

**8-18-205 Equipment:** All components including, but not limited to: valves, connections, pumps, compressors, pressure relief devices, diaphragms, hatches, sight-glasses, fittings, sampling ports, meters, pipes, vessels, plugs, and gauges, ~~or sight-glasses~~.

*(Amended, Renumbered 1/7/89, Amended 12/16/15)*

**8-18-206 Inaccessible Equipment:** Any equipment located over 13 feet above the ground when access is required from the ground; or any equipment located over 6.5 feet away from a platform when access is required from a platform.

*(Amended, Renumbered January 7, 1998)*

**8-18-207 Inspection:** The determination of the concentration of total organic compounds leaking from equipment using US EPA Reference Method 21 as required by Section 8-18-501.

*(Amended, Renumbered January 7, 1998)*

**8-18-208 Leak:** The concentration of total organic compounds above background, expressed as methane, as measured in accordance with Section 8-18-602.

- (Amended, Renumbered 1/7/98; 1/21/04, Amended 12/16/15)*
- 8-18-209 Leak Minimization:** Reducing the leak to the lowest achievable level using best modern practices and without shutting down the process the equipment serves. Leak minimization is the most common method for repair. Leak minimization includes but is not limited to tightening of packing gland nuts, injecting lubricant into lubricated packing, tightening bonnet bolts, tightening flange bolts, or installing plugs or caps into open ended lines or valves. Cleaning, scrubbing, or washing equipment alone is not considered best modern practice.
- (Renumbered 3/17/82; Amended 3/4/92, 1/7/98, 12/16/15)*
- 8-18-210 Leak Repair:** The tightening, adjustment, addition of material, or the replacement of the equipment using best modern practices, which reduces the leakage to the atmosphere below the applicable standard in Section 8-18-300.
- (Renumbered 3/17/82; Amended 3/4/92; 1/7/98, 12/16/15)*
- 8-18-211 Liquid Leak:** Dripping of liquid at a rate of greater than 3 drops per minute and a concentration of total organic compounds greater than the applicable leak standard in Section 8-18-300.
- (Amended, Renumbered January 7, 1998)*
- 8-18-212 Organic Compound:** Any compound of carbon, excluding methane, carbon monoxide, carbon dioxide, carbonic acid, metallic carbides or carbonates, and ammonium carbonate.
- (Amended, Renumbered January 7, 1998)*
- 8-18-213 Deleted November 3, 2021**
- 8-18-214 Pressure Relief Device:** The automatic pressure-relieving device actuated by the static pressure upstream of the device including, but not limited to, pressure relief valves and rupture disks.
- (Amended, Renumbered January 7, 1998)*
- 8-18-215 Process Unit Area:** A [group of](#) manufacturing process [units](#) which is independent of other processes and is continuous when supplied with a constant feed of raw materials and has sufficient storage facilities for product. [A process area may consist of a single process unit depending on the size and complexity of the unit.](#)
- (Amended, Renumbered January 7, 1998)*
- 8-18-216 Quarter:** One of the four consecutive 3-month divisions of the calendar year beginning on January 1.
- (Amended, Renumbered January 7, 1998)*
- 8-18-217 Reinspection:** Any inspection following the minimization or repair of leaking equipment.
- (Amended, Renumbered January 7, 1998)*
- 8-18-218 Rupture Disc:** The thin metal diaphragm held between flanges.
- (Amended, Renumbered January 7, 1998)*
- 8-18-219 Total Organic Compounds:** The concentration of organic compounds and methane as indicated by a hydrocarbon analyzer as specified by Section 8-18-501.
- (Amended, Renumbered 1/7/98; Amended 1/21/04)*
- 8-18-220 Turnaround:** The scheduled shutdown of a process [area or process](#) unit for maintenance and repair work.
- (Amended, Renumbered January 7, 1998)*
- 8-18-221 Valve:** Any device that regulates the flow of process material by means of an external actuator acting to permit or block passage of liquids or gases.
- (Amended, Renumbered January 7, 1998)*
- 8-18-222 Weephole:** A drain hole in the discharge horn of a pressure relief device.
- (Adopted January 7, 1998)*
- 8-18-223 Deleted January 7, 1998**
- 8-18-224 Deleted January 7, 1998**
- 8-18-225 Deleted December 16, 2015**
- 8-18-226 Essential Equipment:** Any valve, connection, pressure relief device, pump or compressor that cannot be taken out of service without shutting down the process [area or process](#) unit that it serves.
- (Adopted December 16, 2015)*
- 8-18-227 Open-Ended Valve or Line:** Any valve, except a safety relief valve, having one side of the valve seat in contact with process fluid and one side open to the atmosphere, either directly or through open piping.
- (Adopted December 16, 2015)*

**8-18-228 Double Block Bleed System:** Two block valves connected in series with a bleed valve or line that can vent the line between the two block valves.

*(Adopted December 16, 2015)*

**8-18-229 Alternative Feedstock:** Any feedstock, intermediate, product or byproduct material that contains organic material that is not derived from crude oil product, coal, natural gas, or any other fossil-fuel based organic material.

*(Adopted November 3, 2021)*

**8-18-230 Refinery:** An establishment that is located on one or more contiguous or adjacent properties that processes any petroleum or alternative feedstock to produce more usable products such as gasoline, diesel fuel, aviation fuel, lubricating oils, asphalt or petrochemical feedstocks, or any other similar product. Refinery processes include separation processes (e.g., atmospheric or vacuum distillation, and light ends recovery), conversion processes (e.g., cracking, reforming, alkylation, polymerization, isomerization, coking, and visbreaking), treating processes (e.g., hydrodesulfurization, hydrotreating, chemical sweetening, acid gas removal, and deasphalting), feedstock and product handling (e.g., storage, crude oil blending, non-crude oil feedstock blending, product blending, loading, and unloading), and auxiliary facilities (e.g., boilers, waste water treatment, hydrogen production, sulfur recovery plant, cooling towers, blowdown systems, compressor engines, and power plants).

*(Adopted November 3, 2021)*

**8-18-231 Gas/Vapor Service:** Containing vapors of an organic liquid at operating conditions, as applied to equipment subject to this rule.

**8-18-232 Steam-Quenched Pump Seal:** A pump seal that utilizes steam on the atmospheric side of the seal to prevent or wash away any accumulation of solid material.

**8-18-233 Lubrication Systems:** Equipment used to lubricate pumps, compressors and other rotating equipment.

**8-18-234 Non-Process Lube Oil:** Finished lubricants and base oils that require no further processing, other than blending, to produce finished lubricant products, and are at an operating temperature of less than 200 °F.

**8-18-235 Compressor:** A device used to compress gases and/or vapors by the addition of energy, and includes all associated components used for connecting and sealing purposes.

**8-18-236 Pump:** The rotating components of a mechanical device using suction or pressure to raise or move liquids. Non-rotating components are considered to be connections.

**8-18-237 Organic Liquid:** Any organic compound or mixture of organic compounds that exists in the liquid phase at standard temperature and pressure.

## **8-18-300 STANDARDS**

**8-18-301 General:** Except for valves, pumps and compressors, connections and pressure relief devices subject to the requirements of Sections 8-18-302, 303, 304, 305, and 306, a person shall not use any equipment that leaks total organic compounds in excess of 100 ppm unless the leak has been discovered by the operator, minimized within 24 hours and repaired within 7 days.

*(Amended 7/15/81; 3/17/82; 9/6/89; 3/4/92; 1/7/98)*

**8-18-302 Valves:** Except as provided in Section 8-18-306, a person shall not use any valve that leaks total organic compounds in excess of 100 ppm unless one of the following conditions is met:

302.1 If the leak has been discovered by the operator, minimized within 24 hours and repaired within 7 days; or

302.2 If the leak has been discovered by the APCO, the leak must be repaired within 24 hours.

*(Adopted 3/4/92; Amended 1/7/98, 1/21/04, 12/16/15)*

**8-18-303 Pumps and Compressors:** Except as provided in Section 8-18-306, a person shall not use any pump or compressor that leaks total organic compounds in excess of 500 ppm unless one of the following conditions is met:

303.1 If the leak has been discovered by the operator, minimized within 24 hours and repaired within 7 days; or

303.2 If the leak has been discovered by the APCO, the leak must be repaired within 24 hours.

*(Adopted 3/4/92; Amended 1/7/98, 1/21/04, 12/16/15)*

**8-18-304 Connections:** Except as provided in Section 8-18-306, a person shall not use any connection that leaks total organic compounds in excess of 100 ppm unless one of the following conditions is met:

304.1 If the leak has been discovered by the operator, minimized within 24 hours and repaired within 7 days; or

304.2 If the leak has been discovered by the APCO, the leak must be repaired within 24 hours.

*(Adopted 3/4/92; Amended 1/7/98, 1/21/04, 12/16/15)*

**8-18-305 Pressure Relief Devices:** Except as provided in Section 8-18-306, a person shall not use any pressure relief device that leaks total organic compounds in excess of 500 ppm unless the leak has been discovered by the operator, minimized within 24 hours and repaired within 15 days; or if the leak has been discovered by the APCO, minimized within 24 hours and repaired within 7 days.

*(Amended 1/7/98, 12/16/15)*

**8-18-306 Non-repairable Equipment:** Any essential equipment leak that cannot be repaired as required by Section 8-18-302, 303, 304, or 305 may be placed on a non-repairable list provided the operator complies with the following conditions:

306.1 Any essential equipment leak must be less than 10,000 ppm and mass emissions must be determined [for any leak greater than or equal to 3,000 ppm](#) within 30 days of placing on the non-repairable list. The APCO must be notified no less than 96 hours prior to conducting mass emissions measurements.

306.2 The number of individual pieces of equipment awaiting repair does not exceed that portion of the total population for each equipment type expressed in the table below, rounded to the next higher whole number.

Equipment	Total Number of Non-repairable Equipment Allowed (%)
Valves and Connections as allowed by Section 8-18-306.3	0.15% of total number of valves
Pressure Relief Devices	0.5% of total number of pressure relief devices
Pumps and Compressors	0.5% of total number of pumps and compressors

306.3 A connection can be considered non-repairable equipment pursuant to Section 8-18-306 provided each non-repairable connection is counted as two valves toward the total number of non-repairable valves allowed.

306.4 The essential equipment is repaired or replaced within five years or at the next scheduled turnaround, whichever date comes first.

*(Adopted 3/4/92; Amended 1/7/98, 1/21/04, 12/16/15)*

**8-18-307 Liquid Leak:** A person shall not use any equipment that leaks liquid as defined in Section 8-18-211, unless the leak has been discovered by the operator, minimized within 24 hours and repaired within 7 days.

*(Adopted 3/4/92; Amended 1/7/98)*

**8-18-308 Alternate Compliance:** The requirements of Sections 8-18-301, 302, 303, 304, 305, 306, and 307 shall not apply to any facility which complies with an alternative emission reduction plan that satisfies all the requirements in Sections 8-18-405 and 406.

*(Adopted January 7, 1998)*

**8-18-309 Open-Ended Valve or Line:** Open-ended valves or lines shall be equipped with a cap, blind flange, plug or second valve which shall seal the open end at all times except during operations requiring process fluid flow through the open-ended valve or line.

309.1 When a double block and bleed system is installed, the second valve shall be operated in a manner such that the valve on the process fluid end is closed before the second valve is closed.

309.2 When a double block and bleed system is in use, the bleed valve or line may remain open during operations that require venting the line between the block valves, but shall comply with Sections 8-18-309 and 309.1 at all times.

309.3 When a double block and bleed system is not in use, the open end of the second valve shall not leak greater than 100 ppm.

*(Adopted December 16, 2015)*

**8-18-310 Recurrent Leaks:** If a valve, pump, compressor or PRD is found leaking more than 3 consecutive quarters, the inspection frequency shall change from quarterly to monthly pursuant to Section 8-18-407.

*(Adopted December 16, 2015)*

**8-18-311 Mass Emissions:** A person shall not use any equipment that emits total organic compounds in excess of five pounds per day except during any repair periods allowed by Sections 8-18-301, 302, 303, 304, and 305.

*(Adopted December 16, 2015)*

## **8-18-400 ADMINISTRATIVE REQUIREMENTS**

**8-18-401 Inspection:** Any person subject to this Rule shall comply with the following inspection requirements:

401.1 All equipment that has been opened during a turnaround shall be inspected for leaks within 90 days after start-up is completed following a turnaround.

401.2 Except as provided under ~~Subsection~~ [Sections](#) 8-18-401.3, ~~and~~ [401.12](#), 404, 405, and 406, all valves, pressure relief devices, pumps, or compressors subject to this Rule shall be inspected quarterly.

401.3 Inaccessible valves and pressure relief devices subject to this Rule shall be inspected at least once a year unless found leaking pursuant to ~~Subsection~~ [Section](#) 8-18-403.

401.4 Any equipment subject to this Rule may be inspected at any time by the APCO.

401.5 Any equipment found to have a leak in excess of the standard in Section 8-18-300 shall be reinspected within 24 hours after any leak repair or minimization.

401.6 Any connections subject to this rule shall be inspected annually or be part of an APCO and [US](#) EPA approved connection inspection program.

401.7 Any pressure relief device equipped with a weep hole shall be inspected quarterly at the outlet of the weep hole if the horn outlet is inaccessible.

401.8 Any pressure relief device that releases to the atmosphere shall be inspected within 5 working days after the release event.

401.9 Any essential equipment placed on the non-repairable list shall be inspected at least once per quarter.

401.10 The mass emission rate of any essential equipment placed on the non-repairable list in accordance with Section 8-18-306 shall be determined at least once per calendar year. The APCO shall be notified no less than 96 hours prior to conducting the measurements required by this section.

401.11 The owner/operator shall identify the equipment and/or source of any background reading greater than 50 ppm.

[401.12 Effective Month XX, XXXX \(one year following Date of Adoption\), all valves handling organic liquids with initial boiling points greater than 302 °F shall be inspected at least once every six months.](#)

*(Amended 12/16/15)*

**8-18-402 Identification:** Any person subject to this Rule shall comply with the following identification requirements:

402.1 All valves, pressure relief devices, pumps ~~seals,~~ ~~and~~ compressors, and ~~effective January 1, 2017,~~ ~~connections~~ shall be identified with a unique permanent identification code approved by the APCO. This identification code shall be used to refer to the valve, ~~connector,~~ pressure relief device, pump ~~seal,~~ ~~or~~ compressor, ~~or connection~~ location. Records for each valve, ~~connector,~~ pressure relief device, pump ~~seal,~~ ~~or~~ compressor, ~~or connection~~ shall refer to this identification code.

402.2 All equipment with a leak in excess of the applicable leak limitation in Section 8-18-300 shall be tagged with a brightly colored weatherproof tag indicating the date the leak was detected.

*(Amended 3/4/92, 1/7/98, 12/16/15)*

**8-18-403 Visual Inspection Schedule:** All pumps and compressors shall be visually inspected daily for leaks. If a leak is observed, the concentration shall be determined within 24 hours of discovery pursuant to Section 8-18-602.

*(Renumbered 1/7/98; Amended 12/16/15)*

**8-18-404 Alternative Inspection Schedule:** The inspection frequency for valves or pumps may change ~~from quarterly~~ to annually provided all of the following conditions ~~in Subsection 404.1 and 404.2~~ are satisfied:

404.1 The valve or pump has ~~been~~-operated leak free for five consecutive quarters; ~~and~~

404.2 Records are submitted to the District and approved by the APCO; ~~and~~

404.3 The valve or pump remains leak free pursuant to ~~the~~-Sections 8-18-302 and 303.

If a leak is discovered, the inspection frequency will revert back to ~~quarterly~~the original inspection schedule pursuant to Section 8-18-401.

*(Adopted 1/7/98; Amended 12/16/15)*

**8-18-405 Alternate Emission Reduction Plan:** Any person may comply with Section 8-18-308 by developing and submitting an alternate emission reduction plan to the APCO that satisfies all of the following conditions:

405.1 The plan shall contain all information necessary to establish, document, measure progress and verify compliance with an emission reduction level set forth in this rule.

405.2 All emission reductions must be achieved solely from equipment and connections subject to this rule.

405.3 Public notice and a 60-day public comment period shall be provided.

405.4 Following the public comment period, the plan shall be submitted to and approved in writing by the US EPA, Region IX prior to the APCO approval of the plan.

405.5 An alternate emission reduction plan must provide for emission reductions equal to or greater than required by the specific limits in this rule.

*(Adopted 1/7/98; Amended 11/27/02)*

**8-18-406 Interim Compliance:** A facility is subject to the limits contained in Sections 8-18-301, 302, 303, 304, 305, 306, and 307 until receipt of the written approvals of both the APCO and the US EPA of an Alternate Emission Reduction Plan that complies with Section 8-18-405.

*(Adopted 1/7/98; Amended 11/27/02)*

**8-18-407 Recurrent Leak Schedule:** For any valve, pump, compressor or pressure relief device found leaking in more than three consecutive quarters, a person subject to this Rule shall comply with the following requirements:

407.1 The inspection frequency shall be changed from quarterly to monthly; and

407.2 Records of each valve, pump, compressor and pressure relief device changed to monthly monitoring shall be submitted to the District each quarter pursuant to Section 8-18-503.1.

407.3 If the valve, pump, compressor or pressure relief device remains leak free for four consecutive months pursuant to Sections 8-18-302, 303, and 305 the inspection frequency will revert back to quarterly upon request and after APCO approval.

*(Adopted December 16, 2015)*

## **8-18-500 MONITORING AND RECORDS**

**8-18-501 Portable Hydrocarbon Detector:** Any instrument used for the measurement of total organic compounds shall be a combustible gas indicator that has been approved by the APCO and meets the specifications and performance criteria of and has been calibrated in accordance with US EPA Reference Method 21 (40 CFR 60, Appendix A).

*(Amended 3/17/82, 9/6/89, 3/4/92, 12/16/15)*

**8-18-502 Records:** Any person subject to the requirements of this rule shall maintain records, for at least 5 years, and shall make them available to the APCO for inspection at any time. ~~These records shall provide~~that provided the following information:

- 502.1 For equipment subject to Section 8-18-402.1, the equipment identification code, equipment type, and the location of the equipment.
- 502.2 The date, time, type of repairs and corresponding leak concentrations measured on all inspections and reinspections as specified by Section 8-18-401.
- ~~502.3 Records shall be maintained for at least 5 years and shall be made available to the APCO for inspection at any time.~~
- 502.43 Records of all non-repairable equipment subject to the provisions of Section 8-18-306 shall be maintained and contain the equipment identification code, equipment type, equipment location, initial leak concentration measurement and date, quarterly leak concentration measurements and dates, the duration the equipment has been on the non-repairable list, date of any repair attempts made to equipment, mass emission rate determinations, date the determination was made, last process area or process unit turnaround date, total number of non-repairable equipment awaiting repair, and explanation why equipment was deemed essential equipment.
- 502.54 Records of all equipment and/or sources identified as a result of background readings greater than 50 ppm.
- 502.65 ~~Effective January 1, 2018,~~ Piping and Instrumentation Diagrams (P&IDs) with all components ~~in heavy liquid service~~ handling material with initial boiling points greater than 302 °F clearly identified.

*(Adopted 3/4/92; Amended 1/7/98, 12/16/15)*

**8-18-503 Reports:** Any person subject to the requirements of this rule shall submit the following information to the District:

- 503.1 ~~Effective July 1, 2016,~~ Within 30 days following the end of each quarter, a person subject to this rule shall submit to the District a report ~~shall be submitted to the APCO quarterly~~ that includes the following information:
- 3.1.1 The equipment identification code, equipment type, stream service, equipment location, leak concentration measurement and date, leak repair method and concentration measurements of any valves, pumps, compressors and PRDs found leaking in more than 3 consecutive quarters pursuant to Section 8-18-310.
- 3.1.2 Records of all non-repairable equipment subject to the provisions of Section 8-18-306 shall be submitted to the District quarterly and contain the equipment identification code, equipment type, equipment location, initial leak concentration measurement and date, the duration the equipment has been on the non-repairable list, any repair attempts made to equipment, mass emission rate determination, date the determination was made, last process area or process unit turnaround date, total number of non-repairable equipment awaiting repair, and explanation why equipment was deemed essential equipment.
- 503.2 ~~Effective July 1, 2016,~~ a person subject to this rule shall submit to the District an inventory identifying the total numbers of valves, pressure relief devices, pumps ~~seals, and~~ compressors, and connections to which this rule applies ~~broken down per,~~ organized by process area or process unit, or other grouping if the component is not associated with an individual unit or process area. After review and approval of the initial inventory by the APCO, annual inventory updates shall be submitted to the District every ~~January~~ February 1st.
- 503.43 ~~A person subject to this rule shall submit to the District~~ inspection records of all equipment opened during a turnaround ~~shall be submitted to the District the first month within 30 days~~ following completion of the 90-day startup up leak inspections conducted pursuant to Section 8-18-401.1. Records shall include equipment identification information, the leak concentration value, turnaround date, and startup date.
- 503.54 ~~By January 1, 2018, submit~~ A person subject to this rule shall submit to the District a table that identifies and lists the records required by Section 8-18-502.6 ~~and annually thereafter for information that has changed since last submittal~~ 1 through 502.4 for components identified in P&IDs recorded as

required by Section 8-18-502.5. Every February 1st thereafter, an update shall be submitted to the District identifying and listing the records that have changed since the last submittal, including a unique designation for each record required by Section 8-18-502.5, a version number, and the date the record was last updated.

503.5 By Month XX, XXXX (one year following Date of Adoption), a person subject to this rule shall submit to the District an inventory identifying all valves, pressure relief devices, pumps, and connections in gas/vapor service that handle organic liquids with an initial boiling point greater than 302 °F, organized by process area or process unit, or other grouping if component is not associated with an individual unit or process area. The inventory shall identify the location and unique identification of each component and the basis for determining the equipment is in gas/vapor service. After review and approval of the inventory by the APCO, annual inventory updates shall be submitted to the District every February 1st of subsequent years.

503.6 By Month XX, XXXX (one year following Date of Adoption), a person subject to this rule shall submit to the District an inventory identifying all pumps with steam-quenched pump seals and the initial boiling point of material handled by the pump, organized by process area or process unit, or other grouping if component is not associated with an individual unit or process area. The inventory shall identify the location and unique identification of each pump and number of steam-quenched pump seals. After review and approval by the APCO, annual inventory updates shall be submitted to the District every February 1st of subsequent years.

503.7 By Month XX, XXXX (one year following Date of Adoption), a person subject to this rule shall submit to the District an inventory identifying all valves and pumps without steam-quenched pump seals that handle material with an initial boiling point greater than 302 °F but less than or equal to 372 °F, organized by process area or process unit, or other grouping if component is not associated with an individual unit or process area. The inventory shall identify the location and unique identification of each valve and pump. After review and approval of the inventory by the APCO, annual inventory updates shall be submitted to the District every February 1st of subsequent years.

*(Adopted 1/21/04; Amended 12/16/15)*

## **8-18-600 MANUAL OF PROCEDURES**

**8-18-601 Analysis of Samples:** Samples of organic compounds as defined in Section 8-18-113 shall be analyzed for Initial Boiling Point as prescribed ~~in~~ by any of the following methods: 1) American Society for Testing and Materials (ASTM) D-1078--98 or 11(2019), ASTM D-86-23ae1, ASTM 1160-18; or 2) an equivalent method determined by the United States Environmental Protection Agency (US EPA) and approved in writing by the APCO. The appropriate method chosen shall be based on the material being tested and deemed most appropriate to comply with all regulatory requirements.

*(Adopted 3/17/82; Amended 3/4/92; 1/7/98)*

**8-18-602 Inspection Procedure:** Inspections of equipment shall be conducted as prescribed by any of the following: 1) US EPA Reference Method 21 (40 CFR 60, Appendix A); or 2) an alternative method approved in writing by the APCO.

*(Adopted 9/6/89; Amended 3/4/92; 1/7/98)*

**8-18-603 Determination of Control Efficiency:** The control efficiency as specified by Section 8-18-110 shall be determined by any of the following methods: 1) BAAQMD Manual of Procedures, Volume IV, ST-7<sub>i</sub>; 2) US EPA Method 25 or 25A; or 3) by an equivalent method determined by the US EPA and approved in writing by the APCO. A source shall be considered in violation if the emissions of organic compounds measured by any of the referenced test methods exceed the standards of this rule.

*(Amended, Renumbered 1/7/98; Amended 1/21/04)*

**8-18-604 Determination of Mass Emissions:** The mass emission determination as specified by Section 8-18-306 and Section 8-18-311 shall be made using any of the following

methods: 1) [US](#) EPA Protocol for Equipment Leak Emission Estimates, Chapter 4, Mass Emission Sampling, (EPA-453/R-95-017) November 1995; or 2) an [alternate](#) mass emission monitoring method determined to be equivalent by the [US](#) EPA and approved [in writing](#) by the APCO.

*(Adopted 1/7/98; Amended 1/21/04, 12/16/15)*



BAY AREA  
AIR QUALITY  
MANAGEMENT  
DISTRICT

## **APPENDIX B**

### **Socioeconomic Impact Analysis**

bae urban economics

Socioeconomic Impact Analysis of Proposed Amendments to Rule 8-18:  
Equipment Leaks

Submitted to: Bay Area Air Quality Management District  
April 18, 2024

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# INTRODUCTION

The Bay Area Air Quality Management District (“Air District” or “BAAQMD”) is proposing to amend Regulation 8: Organic Compounds, Rule 18: Equipment Leaks (Rule 8-18) to further address emissions from facilities that store, transport, and use organic liquids. The amendments to Rule 8-18 are intended to further limit emissions of volatile organic compounds and methane from equipment leaks at these facilities. As provided in the Staff Report describing the proposed amendments to Rule 8-18<sup>1</sup>, the draft amendments to Rule 8-18 include:

- Amending the rule to subject a subset of components in heavy liquid service to Leak Detection and Repair (LDAR) program requirements:
  - Valves and non-steam quenched pumps handling material with initial boiling points between 302 and 372 °F;
  - Steam-quenched pumps, compressors, pressure relief devices, and open ended valves or lines handling material with initial boiling points greater than 302 °F; and
  - Components handling material in a gas or vapor phase
- Other administrative updates and clarifications
- Additional definitions for clarity and completeness

## Socioeconomic Impact Analysis Methodology

This report was prepared to meet the provisions of Section 40728.5 of the California Health and Safety Code, which requires an assessment of the socioeconomic impacts of proposed air quality rules. The analysis begins with an overview of demographic and economic conditions in the Air District region to provide context for the socioeconomic impact analysis that follows. Following that overview, the analysis turns to the specific facilities and industries affected by the proposed amendments to Rule 8-18, including data on estimated employment and annual revenues. The analysis relies on data from a number of sources, including the 2017 Economic Census, the Internal Revenue Service, Data Axle, the State of California’s Employment Development Department and Department of Finance, the California Energy Commission, the U.S. Energy Information Administration, and the Air District. BAE used this information to estimate the annual revenues and net profits for each potentially affected facility. The net profit figures were compared to the compliance costs associated with the revised Rule 8-18 to determine whether the compliance costs represent a significant portion of estimated profits (using a 10 percent impact threshold). The analysis also evaluates the potential for impacts on small businesses.

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<sup>1</sup> BAAQMD, May 2024. Staff Report: Proposed Amendments to Regulation 8: Organic Compounds, Rule 18: Equipment Leaks.

## REGIONAL TRENDS

This section provides an overview of recent demographic and economic trends in the nine-county San Francisco Bay Area region and the State to provide context for the socioeconomic impact analysis that follows.

### Demographic Trends

Table 1 shows population and household trends for the Bay Area and California between 2010 and 2023. During this period, the population in the Bay Area increased by approximately 5.6 percent, compared to 4.5 percent in California statewide. Meanwhile, the number of households in the Bay Area grew by 9.2 percent, compared to a 9.3 percent increase in households statewide.

**Table 1: Regional and Statewide Population and Household Trends, 2010-2023**

Bay Area (a)	2010	2023	Change, 2010-2023	
			Number	Percent
Population	7,150,739	7,548,792	398,053	5.6%
Households	2,606,288	2,844,913	238,625	9.2%
Avg. Household Size	2.69	2.59		
<b>California</b>				
Population	37,253,956	38,940,231	1,686,275	4.5%
Households	12,568,167	13,739,470	1,171,303	9.3%
Avg. Household Size	2.90	2.77		

Note:

(a) Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano, and Sonoma Counties.

Sources: State of California Department of Finance; BAE, 2023.

### Economic Trends

In the period between 2010 and 2022, the Bay Area's employment base grew by 28.4 percent, increasing from 3.2 million jobs to 4.0 million jobs (see Table 2). Statewide, the employment base grew at a slightly lower rate, increasing 23.5 percent from 14.7 million jobs in 2010 to 18.1 million jobs in 2022. All of the major industry sectors in the state experienced job growth between 2010 and 2022. In the Bay Area, the Wholesale Trade and Retail Trade sectors contracted between 2010 and 2022, while all other non-governmental sectors grew by at least eight percent.

In terms of total number of jobs, the largest non-government industry sectors in the Bay Area include Professional & Business Services (819,500 jobs), Educational and Health Services (639,000 jobs), Leisure & Hospitality (386,000 jobs), and Manufacturing (379,700 jobs). These four industry sectors together account for approximately 55 percent of the Bay Area's total employment. Statewide, the four sectors account for 50 percent of total employment.

The Manufacturing sector, which includes the five refineries that would be subject to the proposed amendments to Rule 8-18, grew by nearly 25 percent in the Bay Area between 2010 and 2022. As of 2022, the sector accounted for 9.4 percent of the region’s job base, compared to 7.4 percent of the job base statewide. The Wholesale Trade sector, which includes petroleum bulk stations and terminals, declined by 3.9 percent in the Bay Area between 2010 and 2022. Statewide, the Wholesale Trade sector grew by 5.9 percent during this period.

**Table 2: Bay Area Employment by Sector, 2010-2022 (a)**

Industry Sector	2010		2022		Change, 2010-2022	
	Number	% Total	Number	% Total	Number	Percent
<b>San Francisco Bay Area</b>						
Agriculture	19,200	0.6%	20,800	0.5%	1,600	8.3%
Mining, Logging, and Construction	131,500	4.2%	210,000	5.2%	78,500	59.7%
Manufacturing	304,200	9.6%	379,700	9.4%	75,500	24.8%
Wholesale Trade	112,200	3.6%	107,800	2.7%	-4,400	-3.9%
Retail Trade	308,200	9.8%	306,400	7.6%	-1,800	-0.6%
Transportation, Warehousing, and Utilities	88,300	2.8%	134,100	3.3%	45,800	51.9%
Information	113,900	3.6%	263,100	6.5%	149,200	131.0%
Financial Activities	168,000	5.3%	197,400	4.9%	29,400	17.5%
Professional & Business Services	545,800	17.3%	819,500	20.2%	273,700	50.1%
Educational & Health Services	474,200	15.0%	639,000	15.8%	164,800	34.8%
Leisure & Hospitality	324,800	10.3%	386,000	9.5%	61,200	18.8%
Other Services, except Public Admin.	108,100	3.4%	120,600	3.0%	12,500	11.6%
Government (b)	455,200	14.4%	463,600	11.5%	8,400	1.8%
<b>Total, All Employment (c)</b>	<b>3,153,200</b>	<b>100.0%</b>	<b>4,047,700</b>	<b>100.0%</b>	<b>894,500</b>	<b>28.4%</b>
<b>California</b>						
Agriculture	383,200	2.6%	422,900	2.3%	39,700	10.4%
Mining, Logging, and Construction	584,800	4.0%	933,200	5.2%	348,400	59.6%
Manufacturing	1,249,300	8.5%	1,336,900	7.4%	87,600	7.0%
Wholesale Trade	630,900	4.3%	668,400	3.7%	37,500	5.9%
Retail Trade	1,509,200	10.3%	1,614,600	8.9%	105,400	7.0%
Transportation, Warehousing, and Utilities	468,000	3.2%	850,000	4.7%	382,000	81.6%
Information	429,900	2.9%	608,200	3.4%	178,300	41.5%
Financial Activities	761,200	5.2%	844,700	4.7%	83,500	11.0%
Professional & Business Services	2,084,300	14.2%	2,872,700	15.9%	788,400	37.8%
Educational & Health Services	2,132,000	14.5%	2,936,300	16.2%	804,300	37.7%
Leisure & Hospitality	1,501,000	10.2%	1,931,600	10.7%	430,600	28.7%
Other Services, except Public Admin.	483,700	3.3%	563,300	3.1%	79,600	16.5%
Government (b)	2,448,400	16.7%	2,529,000	14.0%	80,600	3.3%
<b>Total, All Employment (c)</b>	<b>14,666,200</b>	<b>100.0%</b>	<b>18,111,800</b>	<b>100.0%</b>	<b>3,445,600</b>	<b>23.5%</b>

Notes:

(a) Includes all wage and salary employment.

(b) Government employment includes workers in all local, state and Federal workers, not just those in public administration. For example, all public school staff are in the Government category.

(c) Totals may not sum due to independent rounding.

Sources: California Employment Development Department; BAE, 2023.

## Affected Industries

The proposed amendments to Rule 8-18 would affect the five Bay Area refineries (NAICS 324110), two refinery-owned bulk terminals (NAICS 424710), and five other non-refinery facilities that store, transport, and/or process organic liquids. The five non-refinery facilities are owned and operated by three firms spanning two industries (NAICS 424710 and NAICS 486910). Overall, the twelve affected facilities employ an estimated 2,922 workers (see Table 3).

**Table 3: Affected Facilities and Industries**

Facility Name	NAICS	NAICS Description	Estimated Employees (a)
<b>Refineries &amp; Refinery-Owned Terminals</b>			
Chevron Refinery	324110	Petroleum Refineries	1,300
Marathon Martinez Refinery	324110	Petroleum Refineries	110
Valero Refinery	324110	Petroleum Refineries	410
PBF Energy Refinery	324110	Petroleum Refineries	560
PBF Energy Terminal	424710	Petroleum Bulk Stations and Terminals	(b)
Phillips 66 Refinery	324110	Petroleum Refineries	480
Phillips 66 Richmond Marine Terminal	424710	Petroleum Bulk Stations and Terminals	15
<b>Non-Refinery Bulk and Pipeline Terminals</b>			
Equilon Enterprises San Jose Terminal	424710	Petroleum Bulk Stations and Terminals	3
NuStar Selby Terminal	424710	Petroleum Bulk Stations and Terminals	22
Kinder Morgan San Jose Terminal	486910	Pipeline Transportation of Refined Petroleum Products	8
Kinder Morgan Brisbane Terminal	486910	Pipeline Transportation of Refined Petroleum Products	8
Kinder Morgan Concord Pump Station	486910	Pipeline Transportation of Refined Petroleum Products	6
<b>Total, All Affected Facilities</b>			<b>2,922</b>

Notes:

(a) Employment figures represent direct employment; on-site leased employees and independent contractors are not included in direct employment figures.

(b) PBF Energy refinery employment includes employment at on-site terminals.

Sources: BAAQMD; BAE, 2024.

Table 4 shows the total number of Bay Area establishments and estimated employees in the three industries that would be affected by the proposed amendments to Rule 8-18 based on 2022 data from the Quarterly Census of Employment and Wages (QCEW). As shown, the three affected industries employ roughly 3,350 workers in the region.<sup>2</sup> With approximately 2,920 employees, the twelve affected facilities account for approximately 87 percent of the total number of workers in the affected industries in the region.

Table 4 also presents information on the average number of employees and annual revenues for businesses in each affected industry based on statewide data from the 2021 County

<sup>2</sup> Some industry employment data for the 9-county Bay Area is suppressed due to the small number of firms reporting in certain counties.

Business Patterns and the 2017 Economic Census. As shown, the average refinery in California has approximately 400 employees and annual revenues exceeding \$3.1 billion, while the average petroleum bulk station/terminal has approximately 20 employees and annual revenues exceeding \$127 million. The average business establishment in the pipeline transportation of refined petroleum products industry has roughly 18 employees, with annual revenues averaging approximately \$25.9 million.

**Table 4: Profile of Industries Affected by Proposed Amendments to Rule 8-18**

NAICS	Description	9-County Bay Area (a)		State of California	
		Total Establishments	Total Employment (a)	Average Employees per Establishment (b)	Avg. Annual Revenue per Establishment (c)
324110	Petroleum Refineries	5	2,875	402.3	\$3,135,868,945
424710	Petroleum Bulk Stations and Terminals	20	387	20.6	\$127,431,817
486910	Pipeline Transportation	17	94	18.2	\$25,863,751

Notes:

(a) Industry data for 9-county Bay Area region from Quarterly Census of Employment and Wages (QCEW), 2022. Some industry employment data for the 9-county Bay Area is suppressed due to the small number of firms reporting in certain counties.

(b) Average number of employees based on 2021 U.S. Census County Business Patterns data for establishments in California.

(c) Estimated annual revenues per establishment based on 2021 U.S. Census County Business Patterns and 2017 Economic Census data for establishments in California.

Sources: Quarterly Census of Employment and Wages (QCEW), 2022; U.S. Census County Business Patterns, 2021; Economic Census, 2017; BAE, 2024.

## SOCIOECONOMIC IMPACTS

This section summarizes the annualized compliance costs associated with the proposed Rule 8-18 amendments and assesses whether the annualized compliance costs would significantly burden the affected facilities based on a 10 percent of profits threshold. Because there are a limited number of facilities that are not necessarily representative of their entire NAICS sectors profiled above, the analysis here focuses directly on the twelve facilities and the parent companies that would be impacted by the proposed Rule 8-18 amendments. The analysis is based on publicly available information from a variety of sources, including Data Axle, the California Energy Commission, the U.S. Energy Information Administration, the Environmental Protection Agency, the Internal Revenue Service, the U.S. Census Bureau, and the Air District.

### Compliance Costs

Air District staff has estimated annualized compliance costs for each of the facilities affected by the proposed Rule 8-18 amendments, as shown below in Table 5. Annual compliance costs are estimated to range from \$169,050 to \$253,980 for all affected facilities combined. The five refining companies would face combined annual costs ranging from \$147,280 to \$221,790 and would account for most of the costs associated with proposed Rule 8-18 amendments.

**Table 5: Annualized Compliance Costs for Facilities Affected by Proposed Rule 8-18 Amendments**

Facility	NAICS	Annualized Compliance Costs (\$/year)	
		Minimum	Maximum
<b>Refineries &amp; Refinery-Owned Terminals</b>			
Chevron Refinery	324110	\$33,700	\$49,800
Marathon Martinez Refinery	324110	\$26,900	\$39,200
PBF Energy Refinery (Martinez Refining Company)	324110	\$30,100	\$47,300
PBF Energy Terminal (Martinez Terminal Company)	424710	\$2,870	\$4,410
Phillips 66 Refinery	324110	\$19,300	\$30,300
Phillips 66 Richmond Marine Terminal	424710	\$3,810	\$5,580
Valero Refinery	324110	\$30,600	\$45,200
<b>Other Facilities</b>			
Equilon Enterprises San Jose Terminal	424710	\$3,830	\$5,960
NuStar Selby Terminal	424710	\$4,710	\$7,020
Kinder Morgan San Jose Terminal	486910	\$5,490	\$7,930
Kinder Morgan Brisbane Terminal	486910	\$3,020	\$4,340
Kinder Morgan Concord Pump Station	486910	\$4,720	\$6,940
<b>Total, All Affected Facilities</b>		<b>\$169,050</b>	<b>\$253,980</b>

Sources: BAAQMD; BAE, 2024.

## Impacts on Affected Facilities

### *Refineries and Refinery-Owned Bulk Terminals*

As mentioned above, the proposed amendments to Rule 8-18 would affect all five Bay Area refineries (NAICS 324110) and two refinery-owned bulk terminals (NAICS 424710). As summarized in Table 6, there are an estimated 2,875 workers directly employed at these facilities. The Phillips 66 and Marathon Martinez refineries are both being reconfigured to produce renewable fuels. Once the Marathon Martinez and Phillips 66 Rodeo refineries are fully converted to produce renewable fuels, the refineries are expected to have a combined throughput capacity of 646,500 barrels per day.

**Table 6: Bay Area Refineries**

<b>Facility</b>	<b>Estimated Employees (a)</b>	<b>Production Capacity (Barrels/Day)</b>
Chevron U.S.A. Inc., Richmond Refinery	1,300	245,271
PBF Energy, Martinez Refinery & Terminals	560	156,400
Valero Energy, Benicia Refinery	410	145,000
Phillips 66, Rodeo Refinery & Richmond Marine Terminal	495	52,200 (b)
Marathon Martinez, Golden Eagle Refinery	110	47,600 (b)
<b>Total</b>	<b>2,875</b>	<b>646,471</b>

**Notes:**

(a) Employment figures represent direct employment at affected refineries and refinery-owned terminals; on-site leased employees and independent contractors are not included in direct employment figures.

(b) Figures shown for Phillips 66 and Marathon Martinez represent the future planned production capacities of the facilities after they are converted to produce renewable fuels.

Sources: California Energy Commission; BAE, 2024.

Table 7 shows the estimated net income from sales of refined products generated by each of the affected refineries based on the production capacities shown above. Based on average utilization rates and average processing gains for typical U.S. refineries, the five affected refineries could produce approximately 595,800 barrels of refined product per day. The total estimated output at each refinery ranges from 43,900 to 226,000 barrels per day (see Table 7). Based on an average wholesale price of \$118 per barrel of refined product, sales revenues are estimated at \$1.9 to \$9.7 billion. The analysis relies on publicly-available IRS corporation income tax data for U.S. refineries in years 2011 through 2020 to estimate net profits at each refinery. Specifically, the 10-year average profit margin (4.2 percent) was used to estimate net income as a share of annual revenues from sales of refined products at each facility. As summarized below, annual refinery net profits would range from a low of approximately \$79.4 million to a high of \$408.9 million based on these assumptions.

**Table 7: Estimated Refinery Net Income**

	<b>Chevron</b>	<b>PBF Energy</b>	<b>Valero</b>	<b>Phillips 66</b>	<b>Marathon</b>
Total Operable Capacity (barrels/day) (a)	245,271	156,400	145,000	52,200	47,600
Effective Throughput (barrels/day) (b)	212,650	135,599	125,715	45,257	41,269
Est. Refinery Output (barrels/day) (c)	226,047	144,142	133,635	48,109	43,869
Est. Refined Product Sales (d)	\$9,735,840,000	\$6,208,175,000	\$5,755,661,000	\$2,072,038,000	\$1,889,445,000
Estimated Net Income (e)	\$408,900,000	\$260,700,000	\$241,700,000	\$87,000,000	\$79,400,000

**Assumptions**

Average Utilization Rate (b)	86.70%
Average Processing Gain (c)	6.30%
Avg. Refined Product Price / Barrel (f)	\$118
10-year Average Profit Margin (e)	4.2%

**Notes:**

(a) The assumed operable capacities for the Phillips 66 refinery and Marathon Martinez refinery are based on their planned future production capacities shown in Table 6.

(b) Effective throughput estimate based on the average utilization rate for refineries in the West Coast (PADD 5) region in 2022, based on data provided by the U.S. Energy Information Administration.

(c) Due to processing gain, the total volume of refinery output is typically greater than the volume of input. According to the U.S. Energy Information Administration, the average processing gain at U.S. refineries was approximately 6.3% in 2022.

(d) Represents estimated revenues from sales of refined products based on an average refined product sale price of \$118/barrel. For the purposes of estimating sales, refined product sales volumes are assumed to equal annual refinery output. Refineries may generate revenues from other sources, such as through sales of raw materials or sales from inventory; these revenues are not estimated in this table.

(e) Net income estimates are based on IRS corporation income tax data for U.S. refineries in years 2011 through 2020. The 10-year average profit margin was used to estimate net income.

(f) BAE estimate based on long-term wholesale petroleum price projections from the U.S. Energy Information Administration's Annual Energy Outlook 2023.

Sources: U.S. Energy Information Administration; California Energy Commission; IRS Corporation Income Tax Returns, 2011-2020; BAE, 2024.

Table 7 shows the projected net income from sales of refined products and the annualized compliance costs as a percentage of profits for each affected refining company. As shown, annualized compliance costs are well below the 10 percent burden threshold for all affected refineries. As a share of annual net profits, annualized compliance costs range from just 0.01 percent to 0.05 percent.

**Table 8: Rule 8-18 Amendments Annual Compliance Cost Impacts on Refineries**

<b>Refinery</b>	<b>Estimated Total Annual Net Income</b>	<b>Rule 8-18 Annual Compliance Costs</b>		<b>Compliance Costs as % of Net Income</b>	
		<b>Minimum</b>	<b>Maximum</b>	<b>Minimum</b>	<b>Maximum</b>
Chevron	\$408,900,000	\$33,700	\$49,800	0.01%	0.01%
PBF Energy	\$260,700,000	\$32,970	\$51,710	0.01%	0.02%
Valero	\$241,700,000	\$30,600	\$45,200	0.01%	0.02%
Phillips 66	\$87,000,000	\$23,110	\$35,880	0.03%	0.04%
Marathon	\$79,400,000	\$26,900	\$39,200	0.03%	0.05%

Note: Compliance costs shown for PBF Energy and Phillips 66 include costs for the refinery-owned terminals.

Sources: BAAQMD; BAE, 2024.

**Non-Refinery Bulk and Pipeline Terminals**

As mentioned above, there are a total of five non-refinery bulk and pipeline terminal facilities that would potentially be affected by the proposed Rule 8-18 amendments. These facilities are owned by three parent companies in two industries: Petroleum Bulk Plants and Terminals (NAICS 424710) and Pipeline Transportation of Refined Petroleum Products (NAICS 486910). Based on data from Data Axle as well as other public online sources, the five affected non-refinery bulk and pipeline terminals employ approximately 47 workers (see Table 9). To generate revenue estimates for each affected facility, BAE utilized data from the 2017 Economic Census to calculate per-employee revenues by industry. The per-employee revenue estimates were multiplied by the estimated number of employees at each affected facility to estimate annual revenues. The analysis uses the 10-year average profit margins for the affected industries based on IRS corporation income tax data for years 2011 through 2020 to estimate annual net profits at each facility. As summarized in Table 9, the five non-refinery facilities have estimated annual net profits ranging from approximately \$204,000 to \$2.1 million.

**Table 9: Estimated Annual Revenues and Profits for Affected Bulk and Pipeline Terminals**

<b>Affected Facility</b>	<b>Estimated Employees (a)</b>	<b>Avg. Annual Receipts per Employee (b)</b>	<b>Est. Annual Receipts (b)</b>	<b>Profit Margin (c)</b>	<b>Estimated Annual Profit</b>
Equilon San Jose Terminal	3	\$6,188,486	\$18,565,458	1.1%	\$204,220
NuStar Selby Terminal	22	\$6,188,486	\$136,146,689	1.1%	\$1,497,614
Kinder Morgan San Jose	8	\$1,421,085	\$11,368,682	18.8%	\$2,137,312
Kinder Morgan Brisbane	8	\$1,421,085	\$11,368,682	18.8%	\$2,137,312
Kinder Morgan Concord	6	\$1,421,085	\$8,526,511	18.8%	\$1,602,984

Note:

(a) Employment data is sourced from Data Axle and other public online sources.

(b) Annual receipts based on 2017 Economic Census data for affected industries. Appendix A provides additional detail on each affected industry, including data on the distribution of establishments by number of employees, estimated revenues per employee, and estimated net profits for businesses of various sizes.

(c) Ten-year average profit margins for affected industries based on Internal Revenue Service, Statistics of Income--Corporation Income Tax Returns, 2011-2020.

Sources: Data Axle; Economic Census, 2017; County Business Patterns 2021; Internal Revenue Service, 2011-2020; BAAQMD; BAE, 2024.

Table 10 shows the estimated annual compliance costs as a share of total profits for each affected facility. The maximum annualized compliance costs are well below the 10 percent burden threshold for all five facilities. As a share of annual net profits, the maximum annualized compliance costs range from 0.2 percent to 2.9 percent.

**Table 10: Total Annualized Compliance Cost Impacts on Affected Bulk and Pipeline Terminals**

<b>Affected Facility</b>	<b>Estimated Annual Profit</b>	<b>Rule 8-18 Annual Compliance Costs</b>		<b>Annual Compliance Costs as a % of Profit</b>	
		<b>Minimum</b>	<b>Maximum</b>	<b>Minimum</b>	<b>Maximum</b>
Equilon San Jose Terminal	\$204,220	\$3,830	\$5,960	1.9%	2.9%
NuStar Selby Terminal	\$1,497,614	\$4,710	\$7,020	0.3%	0.5%
Kinder Morgan San Jose	\$2,137,312	\$5,490	\$7,930	0.3%	0.4%
Kinder Morgan Brisbane	\$2,137,312	\$3,020	\$4,340	0.1%	0.2%
Kinder Morgan Concord	\$1,602,984	\$4,720	\$6,940	0.3%	0.4%

Sources: BAAQMD; BAE, 2024.

## Impacts on the Regional Economy

Since the proposed amendments to Rule 8-18 would not result in significant impacts to the affected establishments within the affected industries, the proposed rule would not have a direct impact on regional employment. In addition, adoption of the proposed amendments to Rule 8-18 would not result in any regional multiplier economic impacts.

## Impacts on Small Businesses

According to California Government Code 14835, a small business is any business that meets the following criteria:

- Must be independently owned and operated;
- Cannot be dominant in its field of operation;
- Must have its principal office located in California;
- Must have its owners (or officers in the case of a corporation) domiciled in California; and
- Together with its affiliates, be either:
  - A business with 100 or fewer employees, and average annual gross receipts of \$15 million or less over the previous three tax years, or
  - A manufacturer with 100 or fewer employees

None of the affected facilities would be considered small businesses based on these criteria. Thus, small businesses are not disproportionately affected by the proposed amendments to Rule 8-18.

## APPENDIX A

### Appendix A: Estimated Annual Sales and Profits of Bulk and Pipeline Terminals

#### Annual Sales and Profits for Petroleum Bulk Stations and Terminals Industry (NAICS 424710)

<u>Number of Employees</u>	<u>Percent of Establishments</u>	<u>Average Employees / Establishment</u>	<u>Avg. Annual Receipts per Establishment</u>	<u>Avg. Annual Profit per Establishment</u>
1-4	29%	2.3	\$13,963,763	\$153,601
5-9	24%	6.8	\$42,140,642	\$463,547
10-19	20%	13.4	\$82,971,551	\$912,687
20-49	21%	29.8	\$184,641,914	\$2,031,061
50-99	4%	63.6	\$393,812,735	\$4,331,940
100+	2%	304.7	\$1,885,425,353	\$20,739,679
<b>All Establishments</b>		<b>20.6</b>	<b>\$127,431,817</b>	<b>\$1,401,750</b>

Receipts based on 2017 Economic Census data for NAICS 424710, Petroleum Bulk Stations and Terminals

Average receipts per employee \$6,188,486

Average profit margin 1.1%

#### Annual Sales and Profits for Pipeline Transportation of Refined Products (NAICS 486910)

<u>Number of Employees</u>	<u>Percent of Establishments</u>	<u>Average Employees / Establishment</u>	<u>Avg. Annual Receipts per Establishment</u>	<u>Avg. Annual Profit per Establishment</u>
1-4	16.7%	1.0	\$1,421,085	\$267,164
5-9	26.7%	6.8	\$9,592,325	\$1,803,357
10-19	26.7%	12.0	\$17,053,023	\$3,205,968
20-49	23.3%	28.1	\$39,993,398	\$7,518,759
50+	6.7%	97.0	\$137,845,267	\$25,914,910
<b>All Establishments</b>		<b>18.2</b>	<b>\$25,863,751</b>	<b>\$4,862,385</b>

Receipts based on 2017 Economic Census data for NAICS 486910, Pipeline Transp. of Refined Products

Average receipts per employee \$1,421,085

Average profit margin 18.8%

Sources: U.S. Census County Business Patterns, 2021; Economic Census, 2017; IRS, 2011-2020; BAE, 2024.



BAY AREA  
AIR QUALITY  
MANAGEMENT  
DISTRICT

## **APPENDIX C**

### **Initial Study and Draft Negative Declaration**

# **BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

**California Environmental Quality Act**

## **Initial Study and Draft Negative Declaration**

### **Proposed Amendments to Regulation 8: Organic Compounds, Rule 18: Equipment Leaks**

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**April 2024**

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# **CHAPTER 1**

## **INTRODUCTION**

Purpose of this Document

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Organization of this Document

# CHAPTER 1

## Introduction

The Bay Area Air Quality Management District (Air District, BAAQMD, or District) is proposing amendments to Regulation 8: Organic Compounds, Rule 18: Equipment Leaks (Rule 8-18). The purpose of these amendments is to further address emissions of volatile organic compounds and methane (together referred to as “total organic compounds”) from equipment leaks at refineries, chemical plants, and facilities loading and storing gasoline in bulk quantities in the Bay Area. Further emissions reductions of total organic compounds are needed to ensure progress towards attainment of the ambient air quality standards, reduce climate pollutant emissions, and reduce public health impacts from toxic compounds and ozone exposure. Air District staff have, therefore, directed the preparation of this Initial Study pursuant to CEQA.

As explained in detail in Chapter 3, the Initial Study has found that the proposed amendments will not have any significant environmental impacts. Air District staff are, therefore, proposing that the District’s Board of Directors adopt a Negative Declaration under CEQA pursuant to Section 15074 of the CEQA Guidelines.

The Air District is publishing this Initial Study and draft Negative Declaration concurrently with drafts of the proposed amendments and detailed Staff Report explaining in more detail what the proposed amendments will entail. The public should review this Initial Study and proposed Negative Declaration in conjunction with those other documents in order to obtain a full understanding of the proposed amendments and their potential for adverse environmental impacts.

### 1.1 PURPOSE OF THIS DOCUMENT

The Initial Study is a preliminary assessment of the potential environmental impacts of the proposed project. The purpose of the Initial Study is to determine whether a Negative Declaration or Environmental Impact Report (EIR) must be prepared (CEQA Guidelines § 15365). If the Initial Study determines that there is substantial evidence that any aspect of the project either individually or cumulatively, may cause a significant effect on the environment, then an EIR must be prepared. If the Initial Study determines that there is no substantial evidence that the project or any of its aspects may cause a significant effect on the environment, then a Negative Declaration should be prepared (CEQA Guidelines § 15063(b)). As explained herein, this Initial Study has reached the second conclusion: that there is no substantial evidence that the proposed amendments to Rule 8-18 will have any significant effect on the environment. Accordingly, the Air District has prepared a draft Negative Declaration. The Initial Study provides the documentation for the finding in the draft Negative Declaration that the project will not have a significant impact on the environment (CEQA Guidelines § 15063(c)(5)).

The Negative Declaration is a written statement by the lead agency that describes why the proposed project will not have a significant effect on the environment and, therefore, does not require the preparation of an EIR (CEQA Guidelines §15371). A Negative Declaration is

prepared by Air District staff based on the analysis in the Initial Study, and is then proposed for adoption by the District's Board of Directors. Air District staff provide notice to the public of the draft Negative Declaration and an opportunity to comment on it, then the District's Board of Directors considers the Negative Declaration at a public hearing. The Board of Directors considers the Negative Declaration along with any public comments received, then adopts (or certifies) the Negative Declaration if it finds, using its independent judgment and analysis, that based on the whole record – including the project description, Initial Study, any mitigation measures, and any public comments – that there is no substantial evidence that the project will have a significant effect on the environment (CEQA Guidelines §15074(b)).

## 1.2 SCOPE OF THIS DOCUMENT

This document evaluates the potential impacts of the proposed amendments on the following resource areas:

- aesthetics,
- agriculture and forestry resources,
- air quality,
- biological resources,
- cultural resources,
- energy,
- geology / soils,
- greenhouse gas emissions,
- hazards and hazardous materials,
- hydrology and water quality,
- land use and planning,
- mineral resources,
- noise,
- population and housing,
- public services,
- recreation,
- transportation,
- tribal cultural resources,
- utilities / service systems, and
- wildfire.

## 1.3 IMPACT TERMINOLOGY

The following terminology is used in this Initial Study/Negative Declaration to describe the levels of significance of impacts that would result from the proposed rule amendments:

- An impact is considered *beneficial* when the analysis concludes that the project would have a positive effect on a particular resource.

- A conclusion of *no impact* is appropriate when the analysis concludes that there would be no impact on a particular resource from the proposed project.
- An impact is considered *less than significant* if the analysis concludes that an impact on a particular resource topic would not be significant (i.e., would not exceed certain criteria or guidelines established by the District). Impacts are frequently considered less than significant when the changes are minor relative to the size of the available resource base or would not change an existing resource.
- An impact is considered *less than significant with mitigation incorporated* if the analysis concludes that an impact on a particular resource topic would be significant (i.e., would exceed certain criteria or guidelines established by the District), but would be reduced to a less than significant level through the implementation of mitigation measures.

## 1.4 ORGANIZATION OF THIS DOCUMENT

The content and format of this document, described below, are designed to meet the requirements of CEQA.

- Chapter 1, “Introduction,” identifies the purpose, scope, and terminology of the document.
- Chapter 2, “Description of the Proposed Rule Amendments,” provides background information on Rule 8-18, describes the proposed rule modifications, and describes the area and facilities that would be affected by the rule.
- Chapter 3, “Environmental Checklist,” presents the checklist responses for each resource topic. This chapter includes a brief setting description for each resource area and identifies the impact of the proposed rule amendments on the resources topics listed in the checklist.
- Chapter 4, “References Cited,” identifies all printed references and personal communications cited in this report.

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## **CHAPTER 2**

### **Project Description**

Introduction

Objectives

Background

Proposed Amendments to Rule 8-18

Compliance Options

Affected Area

## CHAPTER 2

### Description of the Proposed Rule Amendments

#### 2.1 INTRODUCTION

The Air District is proposing amendments to Regulation 8: Organic Compounds, Rule 18: Equipment Leaks (Rule 8-18). The purpose of these amendments is to further address emissions of volatile organic compounds and methane (together referred to as “total organic compounds”) from equipment leaks at refineries, chemical plants, and facilities that load and store organic liquids in bulk quantities in the Bay Area. Further emissions reductions of total organic compounds are needed to ensure progress towards attainment of the ambient air quality standards, reduce climate pollutant emissions, and reduce public health impacts from toxic compounds and ozone exposure.

The Air District Board of Directors adopted amendments to Rule 8-18 in December 2015 to include equipment servicing heavy liquids (liquid with an initial boiling point greater than 302 °F) at these facilities. However, due to questions regarding emissions reductions and cost-effectiveness related to the requirements for monitoring of components in heavy liquid service, Board Resolution No. 2015-12 directed staff to examine these issues further and recommend modifying this rule, if appropriate. In addition, the Air District was sued in January 2016 by three petroleum refineries, which resulted in a Board-adopted enforcement agreement between the Air District and the petroleum refineries issued in March 2017. To determine appropriate emission factors for heavy liquid leaks, a Heavy Liquids Study was conducted and a report detailing this effort was published in April 2022. Using the findings from this study, the Air District is currently proceeding with rule amendments to limit emissions associated with a subset of equipment that service heavy liquids. These rule amendments include the provisions agreed upon in the settlement agreement along with other modifications to strengthen, update, and clarify rule provisions.

California Assembly Bill 617 (AB 617) requires each air district that is not in attainment of the ambient air quality standards for one or more air pollutants to adopt an expedited schedule for implementation of Best Available Retrofit Control Technology (BARCT) by the earliest feasible date, but not later than December 31, 2023. In 2018, the Air District adopted the Expedited BARCT Implementation Schedule, which identified potential rule development projects to evaluate and implement BARCT at industrial sector facilities subject to California Greenhouse Gas Cap and Trade requirements. Due to the uncertainty surrounding the emissions reductions from the 2015 amendments, emissions from equipment leaks were identified as a potential source of substantial reductions and included in the Expedited BARCT Implementation Schedule.

## 2.2 OBJECTIVES

The following are the objectives of the proposed amendments to Rule 8-18.

- Reduce negative air quality impacts in AB617 communities and other areas overburdened by air pollution, poverty, economic injustice, and social injustice;
- Reduce the emissions of ozone precursors (ROG) to help achieve the federal and state ambient air quality standards for ozone;
- Reduce toxic air contaminant emissions from stationary sources of air pollution;
- Reduce climate pollutant emissions from stationary sources;
- Comply with requirements of court-approved Enforcement Agreement and Agreement to Stay Litigation; and
- Improve the health of residents, workers, and visitors to the Bay Area through a reduction in emissions and exposure to air pollutants.

## 2.3 BACKGROUND

### 2.3.1 INDUSTRY DESCRIPTION

Facilities subject to Rule 8-18 requirements include refineries, chemical plants, and facilities that load or store organic liquids in bulk quantities in the Bay Area. There are five major refineries operating in the Bay Area (Chevron Richmond Refinery, Marathon Martinez Refinery, Martinez Refining Company, Philips 66 Rodeo, and Valero Benicia Refinery). These refineries process feedstocks (including crude oil and alternative feedstocks such as vegetable oil) into a variety of products, such as gasoline, aviation fuel, diesel and other fuel oils, lubricating oils, and feedstocks for petrochemical and chemical industries. Chemical plants produce organic or inorganic chemicals and may manufacture products including industrial chemicals, plastic and synthetic resins, paints, agricultural chemicals, detergents, perfumes, oil extracts, along with others. Bulk plants and terminals are facilities that receive organic liquids and store or blend them prior to loading for delivery to distributors, marketers, or product end users. There are seven non-refinery facilities that are expected to have heavy liquid service components that would be impacted by the proposed amendments.

#### 2.3.1.1 Sources of Fugitive Emissions

Fugitive leaks occur at facilities that store, transport, or process organic liquids, resulting in emissions of total organic compounds (methane and volatile organic compounds) to the atmosphere. These fugitive leaks may occur at various sources: joints or connections between two pieces of equipment; from barrier fluid at interfaces between solid material within a piece of equipment such as valves, pressure relief devices; and around rotating shafts of pumps and compressors. At larger scale facilities, these potential sources of fugitive emissions can number in the thousands.

Process streams handled by this equipment (e.g. joints, connections, valves, pressure relief devices, pumps, and compressors) have historically been categorized by phase, vapor

pressure, and/or boiling point - i.e., as gaseous or vapor phase, light liquid (initial boiling point equal to or below 302 degrees Fahrenheit [°F]), or heavy liquid (initial boiling point greater than 302 °F). Equipment handling these process streams can leak due to the inherent properties of the material processed across the spectrum. The likelihood of equipment having leaks/fugitive emissions is in part influenced by properties inherent to the types of material processed; generally, fugitive emissions to the atmosphere are most likely to occur in components handling material in the gaseous or vapor phase, while components handling the heaviest liquids are least prone to fugitive leaks.

Organic liquids processed by this equipment (e.g. joints, connections, valves, pressure relief devices, pumps, and compressors) include petroleum, alternative feedstocks, and other organic hydrocarbons. Associated emissions to the atmosphere result from fugitive leaks from components handling these liquids. Pollutants comprising these emissions include volatile organic compounds and methane, along with toxic air contaminants such as benzene, 1,3-butadiene, naphthalene, and toluene, which are components of the total organic compounds emitted. Emissions of volatile organics can contribute to the production of ground level ozone (also called smog) through photochemical reactions with oxides of nitrogen. Exposure to ozone can damage the lungs and aggravate respiratory conditions such as asthma, bronchitis and emphysema. The San Francisco Bay Area does not currently attain all Federal and State ambient air quality standards for ozone, and further reductions in precursor emissions including volatile organic compounds are needed for attainment and maintenance of the standards. In addition, methane is a potent and short-lived greenhouse gas that can contribute to climate change impacts.

### **2.3.1.2 Regulatory History**

The Air District originally adopted Rule 8-18 in 1980 and has amended it multiple times, including in 1992, 1998, 2002, 2004, 2015, and 2021. The original intent of the rule was to control fugitive organic gas leaks from valves and connectors at refineries, chemical plants, bulk plants, and bulk terminals. Rule amendments adopted in 1992 significantly lowered the allowable leak concentration limits to the lowest levels in the country and required more effective inspection and repair programs to reduce emissions and promote self-compliance. The 1992 amendments reduced emissions by an estimated 1.2 tons per day (tpd). Amendments in 1998 and 2002 made minor changes to the rule. The 2015 amendments, as part of a Petroleum Refinery Emissions Reduction Strategy, expanded the rule's requirements to additional components; however, these amendments resulted in a legal challenge and a subsequent enforcement agreement (discussed in Section II.C.4. Litigation of the Staff Report). In 2021, administrative amendments were made to Rule 8-18 as part of a larger effort to revise the definition of "refinery" in several Air District rules to accommodate fuel refining using alternative feedstocks other than petroleum.

As noted above, the Air District's Rule 8-18 limits emissions of TOC from equipment leaks at any facility that stores, transports, or processes organic liquids, including refineries, chemical plants, bulk plants, and bulk terminals. Refineries, as an example, are comprised of thousands of pieces of equipment, piping, and fittings that handle a variety of process streams. This equipment may leak fugitive emissions from gaps in the equipment. Key

provisions of Rule 8-18 include a list of definitions for terms used throughout the rule, a list of standards broken down by equipment type, identification and inspection requirements, monitoring, recordkeeping, and reporting requirements, inspection procedures, and sampling methodology.

With respect to standards, the rule limits the maximum allowable concentration (parts per million by volume, ppmv) of equipment leaks. Above those concentrations, a leak is required to be minimized and then repaired within a given timeframe that is based on who discovers the leak (the Air District or the facility). Furthermore, Rule 8-18 provides requirements for effective monitoring necessary to identify leaks in need of repair; this is in the form of a leak detection and repair (LDAR) program. Unless exempted, each piece of equipment is required to have a unique identifier and required to be monitored within an LDAR program. In addition, the rule provides exemptions for equipment routed to a control device, small facilities, and limited exemptions for specific types of equipment. One exemption of note is related to liquids of different initial boiling points. While Rule 8-18 does not include a definition for heavy liquid service, it has historically had a limited exemption, based on initial boiling point, for components handling heavier organic liquids (i.e., those with an initial boiling point greater than 302 °F). Equipment that met this criterion was subject to emission standards but exempted from monitoring requirements. As noted above, rule amendments removing this exemption were adopted in 2015 but then became the subject of litigation, a settlement agreement, and a Heavy Liquids Study (see Section II.C.4. Litigation in the Staff Report).

### **2.3.1.3 Review of Control Technologies**

The most efficient means of preventing these types of fugitive leaks is through implementation of a Leak Detection and Repair (LDAR) program whereby potential sites of leaks are first properly identified then periodically monitored for emissions above leak standards. When discovered, equipment found to be above that standard is either repaired, replaced, or placed on a limited list of non-repairable equipment. This latter category of non-repairable equipment is limited to that which is deemed essential to the process in that it would require a total shutdown of a facility to complete repairs.

## **2.4 PROPOSED AMENDMENTS TO RULE 8-18**

The proposed amendments to Rule 8-18 would apply to refineries, chemical plants, and facilities that load and store organic liquids in bulk in the Bay Area and would require that certain components in heavy liquid service be included in LDAR program, including:

- Valves and non-steam quenched pumps handling material with initial boiling points between 302 and 372 °F;
- Steam-quenched pumps, compressors, pressure relief devices, and open ended valve or line handling material with initial boiling points greater than 302 °F; and
- Components handling material in gas or vapor phase.

The proposed amendments would also include updates to aid with readability and clarity, as well as changes covering Exemptions, Definitions, Standards, Administrative Requirements, Monitoring and Records, and Procedures.

A summary of the main provisions included in the proposed amendments to Rule 8-18 is provided in Table 2-1.

**TABLE 2-1  
Summary of Proposed Amendments to Rule 8-18**

<b>Rule Section #</b>	<b>Summary of Proposed Amendments to Rule 8-18</b>
8-18-111	Removes the exemption for small facilities with less than 100 valves, but less than 10 pumps or compressors.
8-18-113	Removes exemptions for equipment that handle organic liquids with an initial boiling point greater than 302 °F effective one year after adoption. After that date, connections that handle organic liquids with an initial boiling point greater than 302 °F and valves and non-steam-quenched pump seals that handle organic liquids with an initial boiling point greater than 372 °F will be exempt from the Administrative Requirements of Rule 8-18. Components in gas or vapor service do not qualify for these exemptions.
8-18-119	Adds components of lubrication system or those containing non-process lube oil to the list of equipment not subject to Section 8-18-309.
8-18-120	Removes exemption for non-repairable equipment.
8-18-215	Replaces the term “process unit” with “process area” to reflect current practice for identification of equipment.
8-18-231 through 8-18-239	Adds definitions to clarify language for gaseous, vapor, gas/vapor service, steam-quenched pump seal, non-process lube oil, compressor, pump, and organic liquid.
8-18-306	Clarifies that mass emissions determinations are not required for equipment leaks of less than 3,000 ppm.
8-18-401	Requires semi-annual inspection of all valves handling organic liquids with an initial boiling point greater than 302 °F.
8-18-402	Remove past effective dates and provides consistency edits for current amendments.
8-18-404	Clarifies that alternative inspection schedule can be applied to pumps and valves handling organic liquids with an initial boiling point greater than 302 °F.
8-18-502	Clarifies that records must be maintained for 5 years, removes past effective dates, and requires that components be clearly identified. Adds piping and instrumentation diagram to the records requirement for components handling organic liquids with an initial boiling point greater than 302 °F
8-18-503	Removes past effective dates, clarifies reports are due 30 days following the end of each quarter, and includes changes to other reporting requirements.
8-18-601 and 8-18-603	Includes updates to test methods, provisions for alternative control efficiency methods, alternative methods for mass emission calculations.
8-18-604	Clarifies that mass emissions monitor method determined to be equivalent must be approved in writing by the Air Pollution Control Officer.

## 2.5 COMPLIANCE OPTIONS

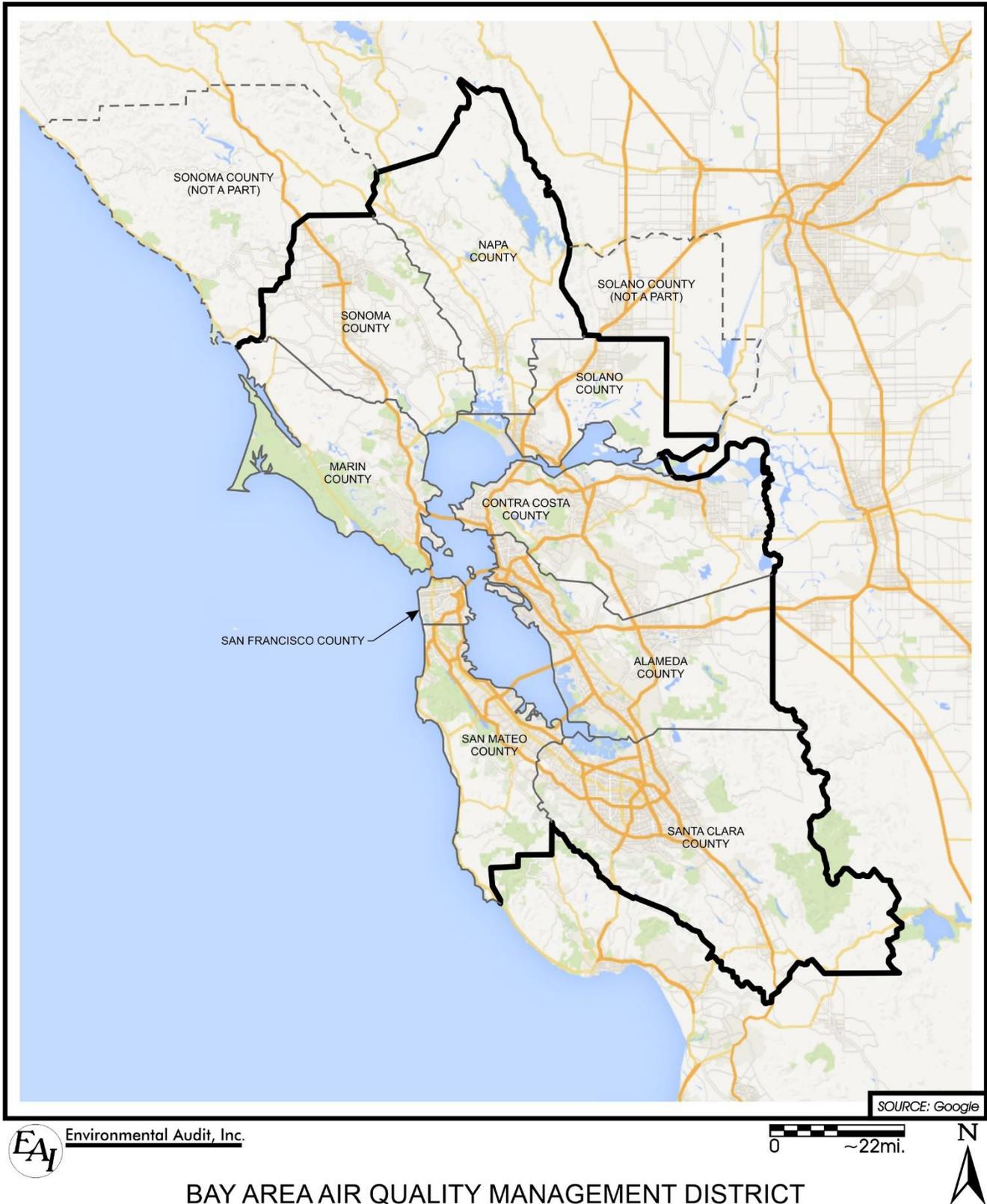
The proposed amendments will require operators to continue to use leak detection instrumentation under EPA Method 21, such as portable flame ionization detectors. The Air District’s current understanding is that all affected facilities currently use leak detection instrumentation that meets these requirements. The revisions to Rule 8-18 are expected to result in an increase in components in the LDAR program, and thus increased monitoring which could lead to increased maintenance and repair activities. The proposed

amendments are expected to result in a decrease in total organic compound emissions, including toxic air contaminant reductions.

## 2.6 AFFECTED AREA

The proposed amendments to Rule 8-18 are being implemented to reduce total organic compounds as well as toxic air contaminant emissions within the Air District's jurisdiction. The equipment affected by the proposed rule amendments is located within the jurisdiction of the Bay Area Air Quality Management District (see Figure 2-1). The BAAQMD jurisdiction includes all of Alameda, Contra Costa, Marin, San Francisco, San Mateo, Santa Clara, and Napa Counties and portions of southwestern Solano and southern Sonoma counties (approximately 5,600 square miles).

The San Francisco Bay Area is characterized by a large, shallow basin surrounded by coastal mountain ranges tapering into sheltered inland valleys. The combined climatic and topographic factors result in increased potential for the accumulation of air pollutants in the inland valleys and reduced potential for buildup of air pollutants along the coast. The basin is bounded by the Pacific Ocean to the west and includes complex terrain consisting of coastal mountain ranges, inland valleys, and bays.



# **CHAPTER 3**

## **EVALUATION OF ENVIRONMENTAL IMPACTS**

Introduction

General Information Form

Summary Checklist:  
Environmental Factors Potentially Affected

Determination

Detailed Checklist and Discussion:  
Evaluation of Environmental Impacts

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## CHAPTER 3

### Evaluation of Environmental Impacts

#### INTRODUCTION

The Initial Study is required to identify and evaluate the proposed project’s environmental effects. The California Natural Resources Agency has published a standard checklist for lead agencies to use in doing so, in Appendix G of the CEQA Guidelines. The Appendix G environmental checklist provides a standard evaluation tool to identify a project’s adverse environmental impacts. The Guidelines specifically authorize and encourage the use of Appendix G to satisfy the legal requirements for sufficiency of the Initial Study. This checklist identifies and evaluates potential adverse environmental impacts that may be created by the proposed project.

#### GENERAL INFORMATION

Project Title:	Initial Study for Proposed Amendments to Regulation 8, Rule 18: Equipment Leaks
Lead Agency Name:	Bay Area Air Quality Management District 375 Beale Street, Suite 600 San Francisco, California 94105
Contact Person:	Robert Cave
Contact Phone Number:	415-749-4653
Project Location:	Rule 8-18 applies to refineries, chemical plants, and facilities loading and storing organic liquids in bulk within the jurisdiction of the Bay Area Air Quality Management District, which encompasses all of Alameda, Contra Costa, Marin, San Francisco, San Mateo, Santa Clara, and Napa Counties and portions of southwestern Solano County and southern Sonoma County.
Project Sponsor’s Name:	Bay Area Air Quality Management District
Project Sponsor’s Address:	375 Beale Street, Suite 600 San Francisco, California 94105
General Plan Designation:	Rule 8-18 would apply to refineries, chemical plants, and facilities loading and storing organic liquids in bulk within the jurisdiction of the Bay Area Air Quality Management District. These facilities are usually located within heavy industrial areas.
Zoning:	Rule 8-18 would apply to refineries, chemical plants, and facilities loading and storing organic liquids in bulk within the jurisdiction of the Bay Area Air Quality Management District. These facilities are usually located within heavy industrial areas.
Description of Project:	See Chapter 2.

Surrounding Land Uses and Setting:

See "Project Location" in Chapter 1.

Have California Native American tribes traditionally and culturally affiliated with the project area requested consultation pursuant to Public Resources Code section 21080.3.1? If so, has consultation begun?

No tribes have requested consultation.

**ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED**

The following environmental impact areas have been assessed to determine their potential to be affected by the proposed project. As indicated by the checklist on the following pages, environmental topics marked with an "✓" may be adversely affected by the proposed project. An explanation relative to the determination of impacts can be found following the checklist for each area.

- |                                                       |                                                             |                                                             |
|-------------------------------------------------------|-------------------------------------------------------------|-------------------------------------------------------------|
| <input type="checkbox"/> Aesthetics                   | <input type="checkbox"/> Agriculture and Forestry Resources | <input type="checkbox"/> Air Quality                        |
| <input type="checkbox"/> Biological Resources         | <input type="checkbox"/> Cultural Resources                 | <input type="checkbox"/> Energy                             |
| <input type="checkbox"/> Geology & Soils              | <input type="checkbox"/> Greenhouse Gas Emissions           | <input type="checkbox"/> Hazards & Hazardous Materials      |
| <input type="checkbox"/> Hydrology & Water Quality    | <input type="checkbox"/> Land Use & Planning                | <input type="checkbox"/> Mineral Resources                  |
| <input type="checkbox"/> Noise                        | <input type="checkbox"/> Population & Housing               | <input type="checkbox"/> Public Services                    |
| <input type="checkbox"/> Recreation                   | <input type="checkbox"/> Transportation                     | <input type="checkbox"/> Tribal Cultural Resources          |
| <input type="checkbox"/> Utilities & Services Systems | <input type="checkbox"/> Wildfire                           | <input type="checkbox"/> Mandatory Findings of Significance |

**DETERMINATION**

On the basis of this initial evaluation:

- I find the proposed project **COULD NOT** have a significant effect on the environment, and that a **NEGATIVE DECLARATION** will be prepared.
- I find that although the proposed project could have a significant effect on the environment, there will not be significant effects in this case because revisions in the project have been made by or agreed to by the project proponent. A **MITIGATED NEGATIVE DECLARATION** will be prepared.
- I find that the proposed project **MAY** have a significant effect on the environment, and an **ENVIRONMENTAL IMPACT REPORT** is required.
- I find that the proposed project **MAY** have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An **ENVIRONMENTAL IMPACT REPORT** is required, but it must analyze only the effects that remain to be addressed.
- I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier **EIR** or **NEGATIVE DECLARATION** pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier **EIR** or **NEGATIVE DECLARATION**, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

*Robert Cave*

5/22/2024

Signature:

Date:

Robert Cave

Name:

**EVALUATION OF ENVIRONMENTAL IMPACTS:**

- 1) A brief explanation is required for all answers except “No Impact” answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A “No Impact” answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g., the project falls outside a fault rupture zone). A “No Impact” answer should be explained where it is based on project-specific factors as well as general standards (e.g., the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis.
- 2) All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.
- 3) Once the lead agency has determined that a particular physical impact may occur, the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. “Potentially Significant Impact” is appropriate if there is substantial evidence that an effect may be significant. If there are one or more “Potentially Significant Impact” entries when the determination is made, an EIR is required.
- 4) “Negative Declaration: Less Than Significant with Mitigation Incorporated” applies where the incorporation of mitigation measures has reduced an effect from “Potentially Significant Impact” to a “Less Than Significant Impact.” The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level (mitigation measures from “Earlier Analyses,” as described in (5) below, may be cross-referenced).
- 5) Earlier analyses may be used where, pursuant to the tiering, Program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063 (c)(3)(D). In this case, a brief discussion should identify the following:
  - a) Earlier Analysis Used. Identify and state where they are available for review.
  - b) Impacts Adequately Addressed. Identify which effects from the checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.
  - c) Mitigation Measures. For effects that are “Less than Significant with Mitigation Measures Incorporated,” describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.

- 6) Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g., general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.
- 7) Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.
- 8) This is only a suggested form, and lead agencies are free to use different formats; however, lead agencies should normally address the questions from this checklist that are relevant to a project's environmental effects in whatever format is selected.
- 9) The explanation of each issue should identify:
  - a) the significance criteria or threshold, if any, used to evaluate each question; and
  - b) the mitigation measure identified, if any, to reduce the impact to less than significance.

**ENVIRONMENTAL CHECKLIST AND DISCUSSION**

	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less-than-Significant Impact	No Impact
<b>I. AESTHETICS.</b> Except as provided in Public Resources Code §21099, would the project:				
a) Have a substantial adverse effect on a scenic vista?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Substantially damage to scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings along a scenic highway?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from a publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Create a new source of substantial light or glare that would adversely affect daytime or nighttime views in the area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**Environmental Setting**

The Bay Area Air Quality Management District (BAAQMD or Air District) covers all of Alameda, Contra Costa, Marin, San Francisco, San Mateo, Santa Clara, and Napa Counties and portions of southwestern Solano County and southern Sonoma County. The area of coverage is vast (about 5,600 square miles), so that land uses vary greatly and include commercial, industrial, residential, agricultural, and open space uses. The Bay Area is characterized by the diversity of urban development and the combination of rural and agricultural landscapes, as well a natural formations and wildlife provided by the surrounding mountain ranges and rich wildlife habitats.

The landscapes of the San Francisco Bay Area are varied and unique. To the west the Pacific Ocean and the Coast Ranges dominate the visual setting, stretching from Mount Tamalpais in the north to the Santa Cruz Mountains in the south. To the east, the Diablo Range (dominated by Mount Diablo), rise from the urbanized plain along the eastern edge of the Bay, forming a several

mile-wide band that also defines the western edge of the Diablo and Livermore Valleys of Contra Costa and Alameda Counties. The rolling hills of the Diablo Range separate these valleys from the lowlands of the Central Valley. These hills converge at the south end of the Bay Area in Santa Clara County. In the north, several ranges frame the Napa and Sonoma Counties valleys. Between these ranges and hills are numerous valleys both broad and narrow (ABAG, 2021).

Many built features in the Bay Area also provide scenic views, including the Golden Gate Bridge and Bay Bridge, as well as the San Francisco skyline (ABAG, 2021). Other landmarks include Alcatraz and Angel Islands, several large buildings in the East Bay hills, and Mount Saint Helena at the northern end of Napa Valley. Because of the variety of visual resources, scenic highways or corridors are located throughout the Bay Area and include 15 routes that have been designated as scenic highways and approximately 31 routes eligible for designation as scenic highways (ABAG, 2021).

The Bay Area contains a number of water bodies and waterways that flow through or are located within the region. Estuaries, creeks, and built waterways are found throughout the region, as well as the dominant body of water, the San Francisco Bay. Most rivers and streams originating in each of the counties of the Bay Area flow into San Francisco Bay, which provides access to the Pacific Ocean (ABAG, 2021).

The Carquinez Strait forms a visually distinct, relatively narrow channel that connects San Pablo Bay to Suisun Bay. The approximately 6-mile strait lies between two major bridges: the Carquinez Bridge, from Crockett to Vallejo; and the Benicia-Martinez Bridge, from Benicia to Martinez. Both bridges are visually distinct features in a landscape characterized by gently rolling terrain. The Carquinez Strait and Suisun Bay are characterized by a visual mix of industrial uses, small towns, and open areas of undeveloped land.

Industrial uses in the Carquinez Strait area are numerous, and include: terminals, including the Amorcó Marine Terminal, Avon Marine Terminal, and TransMontaigne Terminal; refineries, including the Marathon Martinez Refinery, Martinez Refining Company, Valero Benicia Refinery, and Phillips 66 Rodeo Refinery; the port of Benicia; C&H Sugar in Crockett; and other industrial uses in Benicia and Martinez. From I-680 to the Point Edith Wildlife Area on the east, the visual setting is open space, characterized by views of the marsh and shoreline. The marshland includes wetland grasses, low-level shrubs, and small ponds.

The proposed amendments to Rule 8-18 would apply to refineries, chemical plants, and facilities loading and storing organic liquids in bulk quantities within the jurisdiction of the Bay Area Air Quality Management. These facilities are usually located within heavy industrial areas, which generally do not have scenic resources.

## Regulatory Background

Visual resources are protected by the California Scenic Highway Program which is managed by the California Department of Transportation (Caltrans). The legislation preserves and protects scenic highway corridors from changes that would diminish the aesthetic value of lands adjacent to highways.

Visual resources are generally protected by the city and/or county general plans through land use and zoning requirements, but policies can also be found in the conservation and open space elements as well. The General Plan Guidelines, prepared by the California Governor's Office of Planning and Research, recommend that the land use element address an inventory of scenic viewsheds and points of interest, definition of community scenic values, programs for protecting and promoting community aesthetics, and identification of scenic highways and byways (ABAG, 2021).

## Significance Criteria

The proposed project impacts on aesthetics will be considered significant if:

- The proposed project would have a substantial adverse effect on a scenic vista.
- The proposed project would substantially damage scenic resources, including but not limited to trees, rock outcroppings, and historical buildings within a state scenic highway.
- The proposed project would substantially degrade the existing visual character or quality of the site and its surroundings.
- The proposed project would add a visual element of urban character to an existing rural or open space area or add a modern element to a historic area.
- The proposed project would create a new source of substantial light or glare, which would adversely affect day or nighttime views in the area.

## Discussion of Impacts

**1. a). Have a substantial adverse effect on a scenic vista? No Impact.**

**1. b). Substantially damage to scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings along a scenic highway? No Impact.** A scenic vista is a location that offers a high quality and visually interesting view. Regional, county, and city policies address aesthetic issues in the area. These policies include the general plans of both Contra Costa and Solano counties, and of the cities of Martinez and Benicia. Three highways within Contra Costa County have been designated as scenic highways: Interstate 4 from Route 160 near Antioch to Route 84 near Brentwood; Route 24 from the Caldecott Tunnel to I-680 near Walnut Creek; and Route 680 from Alameda County line to Route 24 in Walnut Creek. Two highways have been designated as scenic in Solano County: Highway 29 from Route 37 near Vallejo to Route 211 near Napa; and Highway 128 from Route 1 near Mendocino to Route 505 is eligible for listing as a scenic route. Other portions of Route 580 and 680 in Alameda and Contra Costa counties are considered eligible for listing. While no designated State Scenic Highways are located in the vicinity of the refineries (Caltrans, 2023), the City of Benicia has identified Interstate 680 north of the Benicia-Martinez bridge as a scenic route. Although it is not a State Scenic Highway, the San Francisco Bay Conservation and Development Commission's (BCDC) San Francisco Bay Plan Map 2 (2020) designates the Benicia-Martinez Bridge as a scenic drive (BCDC, 2020).

The existing refineries and industrial facilities affected by the proposed amendments to Rule 8-18 are located in heavy industrial areas and near a number of other industrial facilities. Amendments

to Rule 8-18 would require increased monitoring of additional fugitive components but would not require the construction of new equipment at existing facilities. With increased monitoring, there may be an increase in maintenance and repair activities. These activities would occur within the existing refineries and industrial facilities and would not be noticeable outside of the existing facilities/refineries. The views of the industrial facilities would remain unchanged and continue to include views of heavy industrial equipment. Since the scenic vistas in the area of the refineries are limited to the Benicia-Martinez Bridge, the proposed amendments to Rule 8-18 would not change the views from this bridge or of the area in general.

The amendments to Rule 8-18 would apply to existing industrial facilities, and no new construction activities will occur, therefore no trees, rock outcroppings, or historic buildings will be changed or modified by the proposed rule amendments. The views of the facilities would remain unchanged and continue to include views of heavy industrial equipment. Thus, the proposed Rule 8-18 amendments would not damage or degrade existing scenic resources.

**1. c). In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from a publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality? No Impact.** As discussed above, compliance with modified Rule 8-18 would not be visible outside the existing refineries, chemical plants, and facilities loading and storing organic liquids in bulk, and would not result in any changes in the visual quality or character to the facilities or the surrounding communities. The existing facilities are in heavy industrialized areas that are urbanized. Monitoring, maintenance and repair activities associated with the proposed Rule 8-18 amendments are compatible with existing zoning and other regulations governing scenic quality. Therefore, the proposed project would have no impact on the visual character or quality of the area, or result in significant adverse aesthetic impacts.

**1. d). Create a new source of substantial light or glare that would adversely affect daytime or nighttime views in the area? No Impact.** Existing refineries and many industrial facilities typically operate 24 hours per day and the sites are lighted for nighttime work activities. The proposed project would not result in the construction of any new equipment or require additional lighting. Monitoring, maintenance and repair activities associated with the proposed Rule 8-18 amendments would occur within existing facilities which are already lighted for nighttime operations. No additional lighting would be required. Therefore, the proposed project would have no light or glare impacts or have any adverse aesthetic impacts to the surrounding community.

## Conclusion

Based upon these considerations, no adverse aesthetic or light and glare impacts are expected due to implementation of the proposed amendments to Rule 8-18.

	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
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**II. AGRICULTURE and FORESTRY RESOURCES.**

In determining whether impacts on agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state’s inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board.--Would the project:

- |    |                                                                                                                                                                                                                                                                                        |                          |                          |                          |                                     |
|----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|--------------------------|-------------------------------------|
| a) | Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?                                            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b) | Conflict with existing zoning for agricultural use or conflict with a Williamson Act contract?                                                                                                                                                                                         | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| c) | Conflict with existing zoning for, or cause rezoning of, forest land as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| d) | Result in the loss of forest land or conversion of forest land to non-forest use?                                                                                                                                                                                                      | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

- e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?

## Environmental Setting

The Air District covers all of Alameda, Contra Costa, Marin, San Francisco, San Mateo, Santa Clara, and Napa Counties and portions of southwestern Solano and southern Sonoma Counties. The area of coverage is vast (about 5,600 square miles), so that land uses vary greatly and include commercial, industrial, residential, agricultural, and open space uses. Approximately 18 percent of the region’s 4.4 million land acres were considered to be urban built-up land, according to the California Department of Conservation Farmland Mapping and Monitoring Program. In 2018, over half of the region’s land acres (2.3 million acres) were zoned for agricultural uses or classified as agricultural land. Of these agricultural lands, over 75 percent (1.7 million acres) are used for grazing (ABAG, 2021).

Some of these agricultural lands are under Williamson Act contracts. Agricultural land under Williamson Act contract includes both prime and nonprime lands. Prime agricultural land includes land with certain specific soil characteristics, land that has returned a predetermined annual gross value for three of the past five years, livestock-supporting land with specific carrying capacities, or land planted with fruit or nut trees, vines, bushes or crops that have a non-bearing period of less than five years (Government Code §51200-51207). Nonprime lands include pasture and grazing lands and other non-irrigated agricultural lands with lesser soil quality. In 2018, approximately 1.2 million acres of land in the Bay Area were under Williamson Act contract, with 17 percent designated as prime farmland and 83 percent as nonprime land (ABAG, 2021). Therefore, most of the land under Williamson contract are used for grazing.

Forests in the Bay Area are located at higher elevations of the Coast Ranges in areas with sufficient moisture. In the Bay Area, only Napa (59,100 acres), Sonoma (319,700 acres), San Mateo (45,600 acres), and Santa Clara (28,500 acres) Counties have substantial acreages of unreserved timberland forest (ABAG, 2021).

The proposed amendments to Rule 8-18 would apply to refineries, chemical plants, and facilities loading and storing organic liquids in bulk within the jurisdiction of the Bay Area Air Quality Management. These facilities are usually located within heavy industrial areas. The closest agricultural area to the refineries is the Briones Hills Agricultural Preservation Area located approximate 8 miles southwest of the Martinez Refining Company. The area includes open space, characterized by views of the marsh and shoreline. The marshland includes wetland grasses, low-level shrubs, and small ponds. Forest lands and agricultural lands are usually not located in the vicinity of heavy industrial facilities.

## Regulatory Background

The Delta Plan, required by the 2009 Sacramento-San Joaquin Delta Reform Act, created rules and recommendations to further the State’s goals for the Delta of improving Statewide water supply reliability, as well as to protect and restore a vibrant and healthy Delta ecosystem. The plan includes specific policies for the protection and promotion of agriculture, such as those that call for wise location of new urban development, promotion of value-added crop processing, agritourism encouragement, wildlife friendly farming.

The California Land Conservation Act (Government Code Section 51200 et seq.) of 1965, commonly known as the Williamson Act, provides a tax incentive for the voluntary enrollment of agricultural and open space lands in contracts between local government and landowners. The act allows local governments to assess agricultural land based on the income-producing value of the property rather than the “highest and best use” value, and restricts the land to agricultural and open space uses and compatible uses defined in State law and local ordinances.

The California Farmland Conservancy Program (Public Resources Code Section 10200 et seq.) supports the voluntary granting of agricultural conservation easements from landowners to qualified nonprofit organizations, such as land trusts, as well as local governments. Conservation easements are voluntarily established restrictions that are permanently attached to property deeds, with the general purpose of retaining land in its natural, open space, agricultural, or other condition while preventing uses that are deemed inconsistent with the specific conservation purposes expressed in the easements.

The California Forest Legacy Program Act of 2007 is a program of the California Department of Forestry and Fire Protection (CalFire). The program provides conservation easements to environmentally sensitive forest areas that have environmental, aesthetic, or commodity value (ABAG 2021).

The Z’berg-Nejedly Forest Practice Act of 1973 (FPA) (Public Resources Code Sections 4511-4630.2) established the State Board of Forestry and Fire Protection, whose mandate is to protect and enhance the State’s unique forest and wildland resources. This mandate is carried out through enforcement of the California Forest Practice Rules (California Code of Regulations Title 14, Chapters 4, 4.5, and 10).

Agricultural and forest resources are generally protected by the City and/or County General Plans, Community Plans through land use and zoning requirements, as well as any applicable specific plans, ordinances, and local coastal plans.

## Significance Criteria

Project-related impacts on agriculture and forest resources will be considered significant if any of the following conditions are met:

- The proposed project conflicts with existing zoning or agricultural use or Williamson Act contracts.

- The proposed project will convert prime farmland, unique farmland or farmland of statewide importance as shown on the maps prepared pursuant to the farmland mapping and monitoring program of the California Resources Agency, to non-agricultural use.
- The proposed project conflicts with existing zoning for, or causes rezoning of, forest land (as defined in Public Resources Code §12220(g)), timberland (as defined in Public Resources Code §4526), or timberland zoned Timberland Production (as defined by Government Code § 51104 (g)).
- The proposed project would involve changes in the existing environment, which due to their location or nature, could result in conversion of farmland to non-agricultural use or conversion of forest land to non-forest use.

## Discussion of Impacts

**2. a). Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use? No Impact.**

**2. b). Conflict with existing zoning for agricultural use or conflict with a Williamson Act contract? No Impact.** Land designated by the California Resources Agency as Prime Farmland, Unique Farmland or Farmland of Statewide Importance are considered Farmland for CEQA purposes. Facilities affected by the proposed amendments to Rule 8-18 are located within heavy industrial areas where there is usually no agricultural land or farmland. The refineries are located within the heavy industrial areas of Solano and Contra Costa counties and there are no designated Farmlands within the vicinity of the refineries. The area in the vicinity of the refineries and surrounding areas are developed and are designated as Urban and Built-Up Land by the California Department of Conservation. Further, the area is urbanized and not zoned for agricultural use, so no Williamson Act contracts are located within the refineries.<sup>1</sup> The areas in the vicinity of other industrial facilities (chemical plants, and facilities loading and storing organic liquids in bulk) are also heavy industrial. Compliance activities under modified Rule 8-18 would be within existing industrial facilities, located within industrial areas. No agricultural lands would be impacted as no construction activities or new equipment is expected to be required outside of the existing industrial facilities. Therefore, the proposed project would not conflict with existing zoning for agricultural use or with a Williamson Act contract and would not convert agricultural lands to non-agricultural lands.

**2. c). Conflict with existing zoning for, or cause rezoning of, forest land as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))? No Impact.**

**2. d). Result in the loss of forest land or conversion of forest land to non-forest use? No Impact.** The refineries and industrial facilities regulated under Rule 8-18 are located in urbanized areas and there are no forest land or timberland resources in the community or vicinity of these industrial facilities. Compliance activities would include additional monitoring activities within

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<sup>1</sup> California Department of Conservation, 2020. Farmland Mapping and Monitoring Program. Available at <https://maps.conservation.ca.gov/DLRP/CIFF/>.

industrial areas and no forest land or timberland resources would be impacted. Therefore, the proposed project would not conflict with existing zoning for, or cause re-zoning of forest land, and would not result in the loss of forest land or conversion of forest land to non-forest use or impact timberland zoned as Timberland Production.

**2. e). Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use? No Impact.** Implementation of the proposed amendments to Rule 8-18 would not involve changes in the existing environment which, due to their location or nature, could result in conversion of Farmland to non-agricultural use or conversion of forest land to non-forest use, since agricultural and forest land resources are not located within or adjacent to the refineries and other industrial facilities affected by the proposed amendments to Rule 8-18.

## Conclusion

Based upon these considerations, no adverse agricultural or forestry resources impacts are expected due to implementation of the proposed amendments to Rule 8-18.

	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
<p><b>III. AIR QUALITY.</b> When available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:</p>				
a) Conflict with or obstruct implementation of the applicable air quality plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is a non-attainment area for an applicable federal or state ambient air quality standard?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Expose sensitive receptors to substantial pollutant concentrations?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Result in other emissions (such as those leading to odors adversely affecting substantial number of people?)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

## Environmental Setting

The San Francisco Bay Area is characterized by a large, shallow basin surrounded by mountain ranges tapering into sheltered inland valleys. The basin is bounded by the Pacific Ocean to the west and includes complex terrain consisting of mountains, valleys and bays. Combined climatic and topographic factors result in increased potential for the accumulation of air pollutants in the inland valleys and reduced potential for buildup of air pollutants along the coast.

Air quality conditions in the San Francisco Bay Area have improved since the Bay Area Air Quality Management District (Air District) was created in 1955. The long-term trend of ambient concentrations of air pollutants and the number of days on which the region exceeds (AAQS) have generally declined, although some year-to-year variability primarily due to meteorology, causes some short-term increases in the number of exceedance days. The San Francisco Bay Area is in attainment of the State AAQS for carbon monoxide (CO), nitrogen dioxide (NO<sub>2</sub>), and sulfur dioxide (SO<sub>2</sub>). However, the Bay Area does not comply with the State 24-hour particulate matter less than 10 microns in diameter (PM<sub>10</sub>) standard, annual PM<sub>10</sub> standard, and annual particulate matter less than 2.5 microns in diameter (PM<sub>2.5</sub>) standard. The District is designated as unclassifiable/attainment for the federal CO, NO<sub>2</sub>, SO<sub>2</sub>, lead, and PM<sub>10</sub> standards. A designation

of unclassifiable/attainment means that the U.S. EPA has determined to have sufficient evidence to find the area either is attaining or likely attaining the AAQS. Note that the U.S. EPA announced a final rule on February 7, 2024 to strengthen the federal AAQS for annual PM<sub>2.5</sub>; the U.S. EPA generally makes designations within 2 years after new standards are issued.

### **Regional Air Quality**

Regional air quality concerns are addressed by ambient air quality standards adopted by California Air Resources Board (CARB) and the U.S. EPA. These standards set forth the maximum allowable concentrations of “criteria” pollutants in the ambient air throughout the region that are considered safe to breathe. These pollutants are called “criteria” pollutants because the standards are established by developing human-health based or environmentally-based “criteria” – i.e., science-based guidelines – for setting permissible ambient air pollutant concentrations.

The U.S. EPA has established National Ambient Air Quality Standards (NAAQS) for the following criteria pollutants: ozone, CO, NO<sub>2</sub>, PM<sub>10</sub>, PM<sub>2.5</sub>, SO<sub>2</sub>, and lead. California has also established standards for these pollutants, as well as for sulfate, visibility, hydrogen sulfide, and vinyl chloride. The state and national ambient air quality standards for each of these pollutants, and their effects on health, are summarized in Table 3-1.

**TABLE 3-1  
State and Federal Ambient Air Quality Standards**

POLLUTANT	STATE STANDARD	FEDERAL STANDARD	MOST RELEVANT EFFECTS
Ozone	0.09 ppm, 1-hr. avg. 0.070 ppm, 8-hr	No Federal 1-hr standard 0.070 ppm, 8-hr avg.	(a) Short-term exposures: (1) Pulmonary function decrements and localized lung edema in humans and animals (2) Risk to public health implied by alterations in pulmonary morphology and host defense in animals; (b) Long-term exposures: Risk to public health implied by altered connective tissue metabolism and altered pulmonary morphology in animals after long-term exposures and pulmonary function decrements in chronically exposed humans; (c) Vegetation damage; (d) Property damage
Carbon Monoxide	9.0 ppm, 8-hr avg. 20 ppm, 1-hr avg.	9 ppm, 8-hr avg. 35 ppm, 1-hr avg.	(a) Aggravation of angina pectoris and other aspects of coronary heart disease; (b) Decreased exercise tolerance in persons with peripheral vascular disease and lung disease; (c) Impairment of central nervous system functions; (d) Possible increased risk to fetuses
Nitrogen Dioxide	0.03 ppm, annual avg. 0.18 ppm, 1-hr avg. >	0.053 ppm, ann. avg. 0.100 ppm, 1-hr avg.	(a) Potential to aggravate chronic respiratory disease and respiratory symptoms in sensitive groups; (b) Risk to public health implied by pulmonary and extra-pulmonary biochemical and cellular changes and pulmonary structural changes; (c) Contribution to atmospheric discoloration
Sulfur Dioxide	0.04 ppm, 24-hr avg.> 0.25 ppm, 1-hr. avg. >	No Federal 24-hr Standard 0.075 ppm, 1-hr avg.	(a) Bronchoconstriction accompanied by symptoms which may include wheezing, shortness of breath and chest tightness, during exercise or physical activity in persons with asthma
Suspended Particulate Matter (PM <sub>10</sub> )	20 µg/m <sup>3</sup> , annual arithmetic mean 50 µg/m <sup>3</sup> , 24-hr average	No Federal annual Standard 150 µg/m <sup>3</sup> , 24-hr avg.	(a) Excess deaths from short-term exposures and exacerbation of symptoms in sensitive patients with respiratory disease; (b) Excess seasonal declines in pulmonary function, especially in children
Suspended Particulate Matter (PM <sub>2.5</sub> )	12 µg/m <sup>3</sup> , annual arithmetic mean No State 24-hr Standard	9 µg/m <sup>3</sup> , annual arithmetic mean 35 µg/m <sup>3</sup> , 24-hour average	Decreased lung function from exposures and exacerbation of symptoms in sensitive patients with respiratory disease; elderly; children.
Sulfates	25 µg/m <sup>3</sup> , 24-hr avg.	No Federal Standard	(a) Decrease in ventilatory function; (b) Aggravation of asthmatic symptoms; (c) Aggravation of cardio-pulmonary disease; (d) Vegetation damage; (e) Degradation of visibility; (f) Property damage
Lead	1.5 µg/m <sup>3</sup> , 30-day avg. No State Calendar Quarter Standard No State 3-Month Rolling Avg. Standard	No Federal 30-day avg. Standard 1.5 µg/m <sup>3</sup> , calendar quarter 0.15 µg/m <sup>3</sup> 3-Month Rolling average	(a) Increased body burden; (b) Impairment of blood formation and nerve conduction
Visibility-Reducing Particles	In sufficient amount to give an extinction coefficient >0.23 inverse kilometers (visual range to less than 10 miles) with relative humidity less than 70%, 8-hour average (10am – 6pm)	No Federal Standard	Visibility based standard, not a health based standard. Nephelometry and AISI Tape Sampler; instrumental measurement on days when relative humidity is less than 70 percent

U.S. EPA requires CARB and air districts to measure the ambient levels of air pollution to determine compliance with the NAAQS. To comply with this mandate, in 2020 the Air District monitored levels of various criteria pollutants at over 30 monitoring stations within the San Francisco Bay Area. A summary of the 2019 maximum concentration and number of days exceeding state and federal ambient air standards at the Air District monitoring stations for which data were collected to determine NAAQS compliance in 2019 are presented in Table 3-2.

**TABLE 3-2  
Bay Area Air Pollution Summary – 2019**

MONITORING STATIONS	OZONE						CARBON MONOXIDE			NITROGEN DIOXIDE				SULFUR DIOXIDE				PM <sub>10</sub>				PM <sub>2.5</sub>				
	Max 1-Hr	Cal 1-Hr Days	Max 8-Hr	Nat 8-Hr Days	Cal 8-Hr Days	3-Yr Avg	Max 1-Hr	Max 8-Hr	Nat/Cal Days	Max 1-Hr	Ann Avg	Nat 1-Hr Days	Cal 1-Hr Days	Max 1-Hr	Max 24-Hr	Nat 1-Hr Days	Cal 24-Hr Days	Ann Avg	Max 24-Hr	Nat 24-Hr Days	Cal 24-Hr Days	Max 24-Hr	Nat 24-Hr Days	3-Yr Avg	Ann Avg	3-Yr Avg
<b>North Counties</b>	(ppb)						(ppm)			(ppb)				(ppb)				(µg/m <sup>3</sup> )				(µg/m <sup>3</sup> )				
Napa Valley College*	95	1	76	2	2	*	1.3	1	0	37	5	0	0	-	-	-	-	14.2	39	0	0	21.5	0	*	5.9	*
San Rafael	96	1	80	1	1	55	1.4	0.9	0	50	8	0	0	-	-	-	-	14.3	33	0	0	19.5	0	42	6.4	9
Sebastopol*	70	0	59	0	0	*	1.4	1	0	32	4	0	0	-	-	-	-	-	-	-	-	28	0	35	5.7	7.4
Vallejo	92	0	76	1	1	56	2	1.5	0	53	7	0	0	10.9	1.9	0	0	-	-	-	-	30.5	0	48	8.6	11.2
<b>Coast/Central Bay</b>																										
Berkeley Aquatic Pk	50	0	42	0	0.40		5.6	1.3	0	50	13	0	0	-	-	-	-	-	-	-	-	28.8	0	42	9.4	10.1
Laney College Fwy	-	-	-	-	-	-	1.5	1	0	58	15	0	0	-	-	-	-	-	-	-	-	28.5	0	45	7.4	11.1
Oakland	98	1	73	2	2	49	3.3	1.1	0	62	9	0	0	-	-	-	-	-	-	-	-	24.7	0	44	6.7	9.3
Oakland-West	101	1	72	1	1	48	2.4	1.7	0	50	12	0	0	19.2	2.7	0	0	-	-	-	-	29.3	0	45	7.8	11.7
Richmond	-	-	-	-	-	-	-	-	-	-	-	-	-	16	3.7	0	0	-	-	-	-	-	-	-	-	-
San Francisco	91	0	73	1	1	49	1.2	1	0	61	10	0	0	-	-	-	-	14.7	42	0	0	25.4	0	44	7.7	9.7
San Pablo	103	1	79	2	2	52	1.8	0.9	0	42	7	0	0	17.6	1.9	0	0	16.5	36	0	0	35.9	1	44	7.8	10.4
<b>Eastern District</b>																										
Bethel Island	82	0	72	1	1	65	1.8	1	0	30	4	0	0	9.8	2.2	0	0	15.4	57	0	2	-	-	-	-	-
Concord	92	0	74	2	2	62	3.3	0.8	0	41	6	0	0	8.4	2.1	0	0	11.4	36	0	0	28.2	0	40	6.8	10.8
Crockett	-	-	-	-	-	-	-	-	-	-	-	-	-	17.9	4.6	0	0	-	-	-	-	-	-	-	-	-
Fairfield	80	0	68	0	0	57	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Livermore	105	4	78	7	7	73	-	-	-	48	8	0	0	-	-	-	-	-	-	-	-	28.8	0	40	6.4	8.7
Martinez	-	-	-	-	-	-	-	-	-	-	-	-	-	22.4	4.2	0	0	-	-	-	-	-	-	-	-	-
Pleasanton*	-	-	-	-	-	-	1.3	1	0	64	13	0	0	-	-	-	-	-	-	-	-	29.1	0	*	6.3	*
San Ramon	95	1	72	1	1	67	-	-	-	45	6	0	0	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>South Central Bay</b>																										
Hayward	106	2	85	2	2	63	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Redwood City	83	0	77	2	2	52	2	1.1	0	55	9	0	0	-	-	-	-	-	-	-	-	29.5	0	36	7	8.9
<b>Santa Clara Valley</b>																										
Gilroy	79	0	67	0	0	62	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	21.3	0	27	5.8	6.3
Los Gatos	87	0	78	2	2	63	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
San Jose	95	1	81	2	2	62	1.7	1.3	0	60	11	0	0	14.5	1.5	0	0	19.2	77	0	4	27.6	0	43	9.1	10.5
San Jose Freeway	-	-	-	-	-	-	2	1.6	0	65	14	0	0	-	-	-	-	-	-	-	-	32.8	0	43	7.4	10.1
San Martin	90	0	78	2	2	65	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total Days over Standard</b>		<b>6</b>		<b>9</b>	<b>9</b>				<b>0</b>			<b>0</b>	<b>0</b>			<b>0</b>	<b>0</b>			<b>0</b>	<b>5</b>		<b>1</b>			

Source: BAAQMD, 2020.

\* Air monitoring at Napa Valley College began on April 1, 2018. Therefore, 3-year averages for ozone and PM<sub>2.5</sub> are not available. Ozone data at Sebastopol had poor quality assurance results from July 17, 2019 through October 16, 2019 due to a failed California Air Resources Board audit. Therefore, the 3-year average for ozone is not available. Near-road air monitoring at Pleasanton began on April 1, 2018. Therefore, 3-year averages for PM<sub>2.5</sub> are not available.<sup>7</sup>

(ppb) = parts per billion (ppm) = parts per million, (µg/m<sup>3</sup>) = micrograms per cubic meter

Air quality conditions in the San Francisco Bay Area have improved since the Air District was created in 1955. The long-term trend of ambient concentrations of air pollutants and the number of days on which the region exceeds (AAQS) have generally declined, although some year-to-year variability, primarily due to meteorology, causes some short-term increases in the number of exceedance days (see Table 3-3). The Air District is in attainment of the State AAQS for CO, NO<sub>2</sub>, and SO<sub>2</sub>. However, the Air District does not comply with the State 24-hour PM<sub>10</sub> standard, annual PM<sub>10</sub> standard, and annual PM<sub>2.5</sub> standard. The Air District is unclassifiable/attainment for the federal CO, NO<sub>2</sub>, SO<sub>2</sub>, Pb, and PM<sub>10</sub> standards. A designation of unclassifiable/attainment means that the U.S. EPA has determined to have sufficient evidence to find the area either is attaining or is likely attaining the NAAQS. Note that the U.S. EPA announced a final rule on February 7, 2024 to strengthen the federal AAQS for PM<sub>2.5</sub>; the U.S. EPA generally makes designations within 2 years after new standards are issued.

Based on the 2019 air quality data from the Air District monitoring stations, there were no measured exceedance of any State or Federal AAQS for CO, NO<sub>2</sub>, and SO<sub>2</sub>. All monitoring stations were in compliance with the Federal PM<sub>10</sub> standards in 2019, except for one day in San Pablo. The State 24-hour PM<sub>10</sub> standard was exceeded on five days in 2019, at the Bethel Island and San Jose monitoring stations.

The Bay Area is designated as a non-attainment area for the Federal and State 8-hour ozone standard and the Federal 24-hour PM<sub>2.5</sub> standard. The State and Federal 8-hour ozone standards were exceeded on nine days in 2019, at the Napa Valley College, San Rafael, Vallejo, Oakland, Oakland-West, San Francisco, San Pablo, Bethel Island, Concord, Livermore, San Ramon, Hayward, Redwood City, Los Gatos, San Jose, and San Martin monitoring stations. The State 1-hour ozone standard was exceeded six days in 2019, at the Napa Valley College, San Rafael, Oakland, Oakland-West, San Pablo, Livermore, San Ramon, Hayward, and San Jose monitoring stations.

**TABLE 3-3**

**Bay Area Air Quality Summary  
Days over Standards**

YEAR	OZONE			CARBON MONOXIDE				NO <sub>x</sub>		SULFUR DIOXIDE		PM <sub>10</sub>		PM <sub>2.5</sub>
	8-Hr	1-Hr	8-Hr	1-Hr		8-Hr		1-Hr		1-Hr	24-Hr	24-Hr*		24-Hr
	Nat	Cal	Cal	Nat	Cal	Nat	Cal	Nat	Cal	Nat	Cal	Nat	Cal	Nat
2010	11	8	11	0	0	0	0	0	0	0	0	0	2	6
2011	9	5	10	0	0	0	0	0	0	0	0	0	3	8
2012	8	3	8	0	0	0	0	1	0	0	0	0	2	3
2013	3	3	3	0	0	0	0	0	0	0	0	0	6	13
2014	9	3	10	0	0	0	0	0	0	0	0	0	2	3
2015	12	7	12	0	0	0	0	0	0	0	0	0	1	9
2016	15	6	15	0	0	0	0	0	0	0	0	0	0	0
2017	6	6	6	0	0	0	0	1	0	0	0	0	6	18
2018	3	2	3	0	0	0	0	0	0	0	0	1	6	18
2019	9	6	9	0	0	0	0	0	0	0	0	0	5	1

Source: BAAQMD, 2020.

## Criteria Pollutant Health Effects

**Ozone:** Ozone is not emitted directly from pollution sources. Instead, ozone is formed in the atmosphere through complex chemical reactions between hydrocarbons, or reactive organic gases (ROG), also commonly referred to as volatile organic compounds (VOC), and nitrogen oxides (NO<sub>x</sub>), in the presence of sunlight. ROG and NO<sub>x</sub> are referred to as ozone precursors.

Ozone is harmful to public health at high concentrations near ground level. Ozone can damage the tissues of the lungs and respiratory tract. High concentrations of ozone irritate the nose, throat, and respiratory system and constrict the airways. Ozone also can aggravate other respiratory conditions such as asthma, bronchitis, and emphysema, causing increased hospital admissions. Repeated exposure to high ozone levels can make people more susceptible to respiratory infection and lung inflammation and permanently damage lung tissue. Ozone can also have negative cardiovascular impacts, including chronic hardening of the arteries and acute triggering of heart attacks. Children are most at risk as they tend to be active and outdoors in the summer when ozone levels are highest. Seniors and people with respiratory illnesses are also especially sensitive to ozone's effects. Even healthy adults can be affected by working or exercising outdoors during high ozone levels.

The propensity of ozone for reacting with organic materials causes it to be damaging to living cells, and ambient ozone concentrations in the Bay Area are occasionally sufficient to cause health effects. Ozone enters the human body primarily through the respiratory tract and causes respiratory irritation and discomfort, makes breathing more difficult during exercise, reducing the respiratory system's ability to remove inhaled particles and fight infection while long-term exposure damages lung tissue. People with respiratory diseases, children, the elderly, and people who exercise heavily are more susceptible to the effects of ozone.

Plants are sensitive to ozone at concentrations well below the health-based standards and ozone is responsible for significant crop damage. Ozone is also responsible for damage to forests and other ecosystems.

**Reactive Organic Gases (ROGs):** It should be noted that there are no state or national ambient air quality standards for ROGs because they are not classified as criteria pollutants. ROGs are regulated, however, because ROG emissions contribute to the formation of ozone. They are also transformed into organic aerosols in the atmosphere, contributing to higher PM<sub>10</sub> and lower visibility levels.

Although health-based standards have not been established for ROGs, health effects can occur from exposures to high concentrations of ROGs because of interference with oxygen uptake. In general, ambient ROG concentrations in the atmosphere are suspected to cause coughing, sneezing, headaches, weakness, laryngitis, and bronchitis, even at low concentrations. Some hydrocarbon components classified as ROG emissions are thought or known to be hazardous. Benzene, for example, one hydrocarbon component of ROG emissions, is known to be a human carcinogen.

ROG emissions result primarily from incomplete fuel combustion and the evaporation of paints, solvents and fuels. Mobile sources are the largest contributors to ROG emissions. Stationary sources include processes that use solvents (such as manufacturing, degreasing, and coating operations) and petroleum refining, and marketing. Area-wide ROG sources include consumer products, pesticides, aerosol and architectural coatings, asphalt paving and roofing, and other evaporative emissions.

**Carbon Monoxide (CO):** CO is a colorless, odorless, relatively inert gas. It is a trace constituent in the unpolluted troposphere, and is produced by both natural processes and human activities. In remote areas far from human habitation, carbon monoxide occurs in the atmosphere at an average background concentration of 0.04 ppm, primarily as a result of natural processes such as forest fires and the oxidation of methane. Global atmospheric mixing of CO from urban and industrial sources creates higher background concentrations (up to 0.20 ppm) near urban areas. The major source of CO in urban areas is incomplete combustion of carbon-containing fuels, mainly gasoline used in mobile sources. Consequently, CO concentrations are generally highest in the vicinity of major concentrations of vehicular traffic.

CO is a primary pollutant, meaning that it is directly emitted into the air, not formed in the atmosphere by chemical reaction of precursors, as is the case with ozone and other secondary pollutants. Ambient concentrations of CO in the District exhibit large spatial and temporal variations, due to variations in the rate at which CO is emitted, and in the meteorological conditions that govern transport and dilution. Unlike ozone, CO tends to reach high concentrations in the fall and winter months. The highest concentrations frequently occur on weekdays at times consistent with rush hour traffic and late night during the coolest, most stable atmospheric portion of the day.

When CO is inhaled in sufficient concentrations, it can displace oxygen and bind with the hemoglobin in the blood, reducing the capacity of the blood to carry oxygen. Individuals most at risk from the effects of CO include heart patients, fetuses (unborn babies), smokers, and people who exercise heavily. Normal healthy individuals are affected at higher concentrations, which may cause impairment of manual dexterity, vision, learning ability, and performance of work. The results of studies concerning the combined effects of CO and other pollutants in animals have shown a synergistic effect after exposure to CO and ozone.

**Particulate Matter (PM<sub>10</sub> & PM<sub>2.5</sub>):** Particulate matter, or PM, consists of microscopically small solid particles or liquid droplets suspended in the air. PM can be emitted directly into the air or it can be formed from secondary reactions involving gaseous pollutants that combine in the atmosphere. Particulate pollution is primarily a problem in winter, accumulating when cold, stagnant weather comes into the Bay Area. PM is usually broken down further into two size distributions, PM<sub>10</sub> and PM<sub>2.5</sub>. Of great concern to public health are the particles small enough to be inhaled into the deepest parts of the lungs. Respirable particles (particulate matter less than about 10 micrometers in diameter) can accumulate in the respiratory system and aggravate health problems such as asthma, bronchitis and other lung diseases. Children, the elderly, exercising adults, and those suffering from asthma are especially vulnerable to adverse health effects of PM<sub>10</sub> and PM<sub>2.5</sub>.

A consistent correlation between elevated ambient particulate matter (PM<sub>10</sub> and PM<sub>2.5</sub>) levels and an increase in mortality rates, respiratory infections, number and severity of asthma attacks and the number of hospital admissions has been observed in different parts of the United States and various areas around the world. Studies have reported an association between long-term exposure to air pollution dominated by fine particles (PM<sub>2.5</sub>) and increased mortality, reduction in lifespan, and an increased mortality from lung cancer.

Daily fluctuations in fine particulate matter concentration levels have also been related to hospital admissions for acute respiratory conditions, to school and kindergarten absences, to a decrease in respiratory function in normal children and to increased medication use in children and adults with asthma. Studies have also shown lung function growth in children is reduced with long-term exposure to particulate matter. The elderly, people with pre-existing respiratory and/or cardiovascular disease and children appear to be more susceptible to the effects of PM<sub>10</sub> and PM<sub>2.5</sub>.

**Nitrogen Dioxide (NO<sub>2</sub>):** NO<sub>2</sub> is a reddish-brown gas with a bleach-like odor. Nitric oxide (NO) is a colorless gas, formed from the nitrogen (N<sub>2</sub>) and oxygen (O<sub>2</sub>) in air under conditions of high temperature and pressure which are generally present during combustion of fuels; NO reacts rapidly with the oxygen in air to form NO<sub>2</sub>. NO<sub>2</sub> is responsible for the brownish tinge of polluted air. The two gases, NO and NO<sub>2</sub>, are referred to collectively as nitrogen oxides or NO<sub>x</sub>. In the presence of sunlight, NO<sub>2</sub> reacts to form nitric oxide and an oxygen atom. The oxygen atom can react further to form ozone, via a complex series of chemical reactions involving hydrocarbons. Nitrogen dioxide may also react to form nitric acid (HNO<sub>3</sub>) which reacts further to form nitrates, which are a component of PM<sub>10</sub>.

NO<sub>2</sub> is a respiratory irritant and reduces resistance to respiratory infection. Children and people with respiratory disease are most susceptible to its effects.

**Sulfur Dioxide (SO<sub>2</sub>):** SO<sub>2</sub> is a colorless gas with a sharp odor. It reacts in the air to form sulfuric acid (H<sub>2</sub>SO<sub>4</sub>), which contributes to acid precipitation, and sulfates, which are a component of PM<sub>10</sub> and PM<sub>2.5</sub>. Most of the SO<sub>2</sub> emitted into the atmosphere is produced by the burning of sulfur-containing fuels.

At sufficiently high concentrations, SO<sub>2</sub> affects breathing and the lungs' defenses, and can aggravate respiratory and cardiovascular diseases. Asthmatics and people with chronic lung disease or cardiovascular disease are most sensitive to its effects. SO<sub>2</sub> also causes plant damage, damage to materials, and acidification of lakes and streams.

### **Non-Criteria Pollutants Health Effects**

Although the primary mandate of the Air District is attaining and maintaining the national and State AAQS for criteria pollutants within the Air District jurisdiction, the Air District also has a general responsibility to control, and where possible, reduce public exposure to airborne toxic compounds. Toxic air contaminants (TACs) are a defined set of airborne pollutants that may pose a present or potential hazard to human health. TACs can be emitted directly and can also be formed in the atmosphere through reactions among different pollutants. The health effects associated with TACs are quite diverse and generally are assessed locally, rather than regionally. TACs can cause

long-term health effects such as cancer, birth defects, neurological damage, asthma, bronchitis or genetic damage; or short-term acute effects such as eye watering, respiratory irritation, running nose, throat pain, and headaches. TACs are separated into carcinogens and non-carcinogens based on the nature of the pollutant. Carcinogens are assumed to have no safe threshold below which health impacts would not occur. Non-carcinogenic substances differ in that there is generally assumed to be a safe level of exposure below which no negative health impact is expected to occur. These levels are determined on a pollutant-by-pollutant basis. The air toxics program was established as a separate and complementary program designed to evaluate and reduce adverse health effects resulting from exposure to TACs.

The major elements of the District's air toxics program are outlined below.

- Preconstruction review of new and modified sources for potential health impacts, and the requirement for new/modified sources with TAC emissions that exceed a specified threshold to use BACT.
- The Air Toxics Hot Spots Program, designed to identify industrial and commercial facilities that may result in locally elevated ambient concentrations of TACs, to report significant emissions to the affected public, and to reduce unacceptable health risks.
- Findings from the District's Community Air Risk Evaluation (CARE) Program have been implemented to identify areas where air pollution contributes most to health impacts and where populations are most vulnerable to air pollution; to reduce the health impacts in these areas; and to engage the community and other agencies to develop additional actions to reduce local health impacts.
- Control measures designed to reduce emissions from source categories of TACs, including rules originating from the state Toxic Air Contaminant Act and the federal Clean Air Act.
- The TAC emissions inventory, a database that contains information concerning routine and predictable emissions of TACs from permitted stationary sources.
- Ambient monitoring of TAC concentrations at a number of sites throughout the Bay Area.
- The District's Regulation 11, Rule 18: Reduction from Air Toxic Emissions at Existing Facilities, which was adopted November 15, 2017. This rule requires the District to conduct screening analyses for facilities that report TAC emissions within the District and calculate health prioritization scores based on the amount of TAC emissions, the toxicity of the TAC pollutants, and the proximity of the facilities to local communities. The District will conduct health risk assessments for facilities that have priority scores above a certain level. Based on the health risk assessment, facilities found to have a potential health risk above the risk action level would be required to reduce their risk below the action level, or install Best Available Retrofit Control Technology for Toxics on all significant sources of toxic emissions.

## TAC Health Effects

TACs can cause or contribute to a wide range of health effects. Acute (short-term) health effects may include eye and throat irritation. Chronic (long-term) exposure to TACs may cause more severe effects such as neurological damage, hormone disruption, developmental defects, and cancer. CARB has identified roughly 200 TACs, including diesel particulate matter (diesel PM) and environmental tobacco smoke.

Unlike criteria pollutants which are subject to ambient air quality standards, TACs are primarily regulated at the individual emissions source level based on risk assessment. Human outdoor exposure risk associated with an individual air toxic species is calculated as its ground-level concentration multiplied by an established unit risk factor for that air toxic species. Total risk due to TACs is the sum of the individual risks associated with each air toxic species.

Occupational health studies have shown diesel PM to be a lung carcinogen as well as a respiratory irritant. Benzene, present in gasoline vapors and also a byproduct of combustion, has been classified as a human carcinogen and is associated with leukemia. 1,3-butadiene, produced from motor vehicle exhaust and other combustion sources, has also been associated with leukemia. Reducing 1,3-butadiene also has a co-benefit in reducing the TAC acrolein.

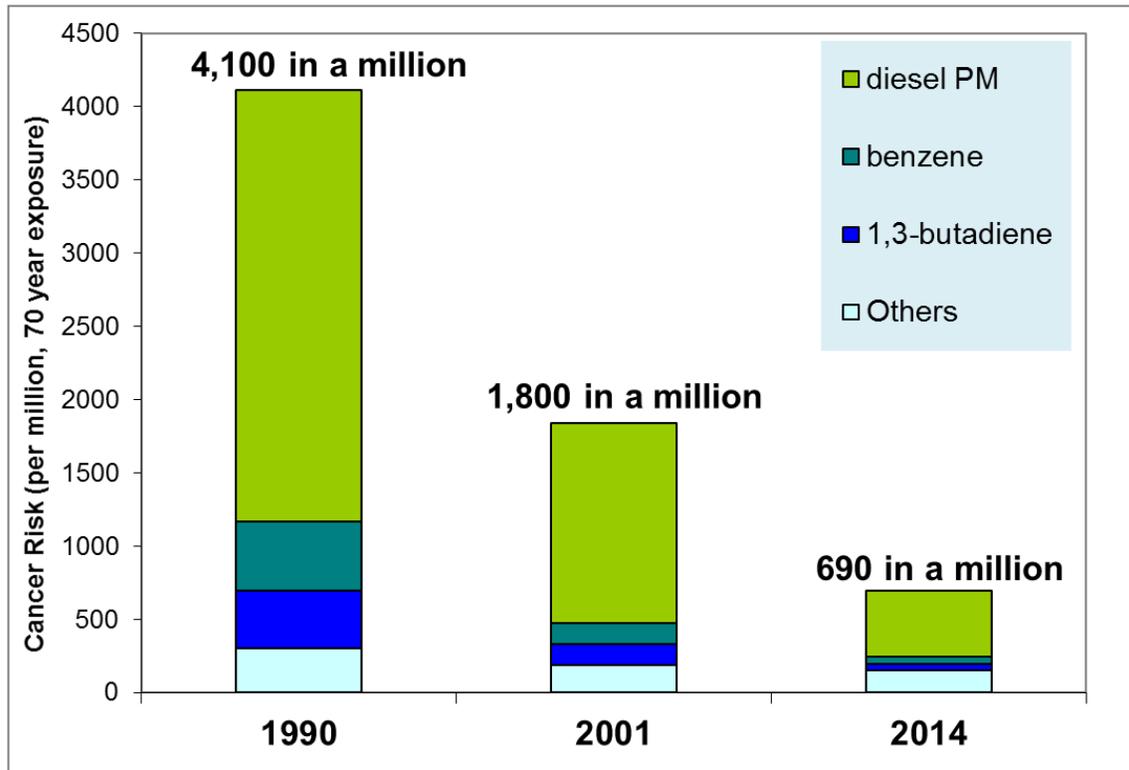
Acetaldehyde and formaldehyde are emitted from fuel combustion and other sources. They are also formed photo-chemically in the atmosphere from other compounds. Both compounds have been found to cause nasal cancers in animal studies and are also associated with skin and respiratory irritation. Human studies for carcinogenic effects of acetaldehyde are sparse but, in combination with animal studies, sufficient to support classification as a probable human carcinogen. Formaldehyde has been associated with nasal sinus cancer and nasopharyngeal cancer, and possibly with leukemia.

The primary health risk of concern due to exposure to TACs is the risk of contracting cancer. The carcinogenic potential of TACs is a particular public health concern because many scientists currently believe that there are not "safe" levels of exposure to carcinogens without some risk to causing cancer. The proportion of cancer deaths attributable to air pollution has not been estimated using epidemiological methods. Based on ambient air quality monitoring, and using OEHHA cancer risk factors,<sup>2</sup> the estimated lifetime cancer risk for Bay Area residents, over a 70-year lifespan from all TACs combined, declined from 4,100 cases per million in 1990 to 690 cases per million people in 2014, as shown in Figure 3-1. This represents an 80 percent decrease between 1990 and 2014 (BAAQMD, 2020a).

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<sup>2</sup> See CARB's Risk Management Guidance for Stationary Sources of Air Toxics, Discussion Draft, May 27, 2015, [https://www.arb.ca.gov/toxics/rma/rma\\_guidancedraft052715.pdf](https://www.arb.ca.gov/toxics/rma/rma_guidancedraft052715.pdf) and the Office Environmental Health Hazard Assessment's toxicity values at <http://oehha.ca.gov/media/CPFs042909.pdf>. The cancer risk estimates shown in Figure 3-1 are higher than the estimates provided in documents such as the Bay Area 2010 Clean Air Plan and the April 2014 CARE report entitled *Improving Air Quality and Health in Bay Area Communities*. It should be emphasized that the higher risk estimates shown in Figure 3-1 are due solely to changes in the methodology used to estimate cancer risk, and not to any actual increase in TAC emissions or population exposure to TACs.

**FIGURE 3-1 Cancer-Risk Weighted Toxics Trends**



Source: BAAQMD, 2020a.

The cancer risk related to diesel PM, which accounts for most of the cancer risk from TACs, has declined substantially over the past 15-20 years as a result of CARB regulations and Air District programs to reduce emissions from diesel engines. However, diesel PM still accounts for roughly 60 percent of the total cancer risk related to TACs.

**Air Toxics Emission Inventory**

The Air District maintains a database that contains information concerning emissions of TACs from permitted stationary sources in the Bay Area. This inventory, and a similar inventory for mobile and area sources compiled by CARB, is used to plan strategies to reduce public exposure to TACs. The Air District maintains detailed TAC emissions inventories for specified stationary sources, the most recent of which was published for 2022.<sup>3</sup>

Table 3-4 contains a summary of average ambient concentrations of TACs measured at monitoring stations in the Bay Area by the District.

<sup>3</sup> Bay Area AQMD TAC Inventory for 2022, available at: <https://www.baaqmd.gov/about-air-quality/emission-inventory/toxic-air-contaminants>

**TABLE 3-4**

**Air District Ambient Air Toxics Monitoring Data**

<b>Compound</b>	<b>Max. Conc. (ppb) <sup>(1)</sup></b>	<b>Min. Conc. (ppb) <sup>(2)</sup></b>	<b>Mean Conc. (ppb) <sup>(3)</sup></b>
1,3-Butadiene	0.541	0.000	0.012
Acetaldehyde	5.680	0.480	1.982
Acetone	29.901	0.345	4.072
Acetonitrile	3.799	0.000	0.088
Acrylonitrile	0.323	0.000	0.001
Benzene	3.123	0.000	0.221
Carbon Tetrachloride	0.130	0.024	0.098
Chloroform	0.115	0.000	0.023
Dichloromethane	1.791	0.000	0.159
Ethyl Alcohol	91.740	0.236	5.455
Ethylbenzene	1.136	0.000	0.138
Ethylene Dibromide	0.000	0.000	0.000
Ethylene Dichloride	0.000	0.000	0.000
Formaldehyde	7.290	0.480	2.707
Freon-113	0.205	0.051	0.070
Methyl Chloroform	1.226	0.000	0.006
Methyl Ethyl Ketone	5.743	0.000	0.259
Tetrachloroethylene	0.337	0.000	0.003
Toluene	3.925	0.000	0.503
Trichloroethylene	0.328	0.000	0.001
Trichlorofluoromethane	0.593	0.194	0.248
Vinyl Chloride	0.000	0.000	0.000
m/p-Xylene	2.929	0.000	0.236
o-Xylene	1.446	0.000	0.108

Source: BAAQMD, 2018a

NOTES: Table 3-4 summarizes the results of the Air District gaseous toxic air contaminant monitoring network for the year 2017. These data represent monitoring results at 21 separate sites at which samples were collected.

- (1) "Maximum Conc." is the highest daily concentration measured at any of the 21 monitoring sites.
- (2) "Minimum Conc." is the lowest daily concentration measured at any of the 21 monitoring sites.
- (3) "Mean Conc." is the arithmetic average of the air samples collected in 2017 at the 21 monitoring sites.
- (4) Acetaldehyde and formaldehyde concentrations reflect measurements from one monitoring site (San Jose-Jackson).

## Regulatory Background

### Criteria Pollutants

The U.S. EPA is responsible for setting and enforcing the NAAQS for ozone, CO, NO<sub>2</sub>, SO<sub>2</sub>, PM<sub>10</sub>, PM<sub>2.5</sub>, and lead. The U.S. EPA has jurisdiction over emissions sources that are under the authority of the federal government including aircraft, locomotives, and emissions sources outside state waters (Outer Continental Shelf). The U.S. EPA also establishes emission standards for vehicles sold in states other than California. Automobiles sold in California must meet the stricter emission requirements of the CARB.

At the federal level, the Clean Air Act Amendments of 1990 give the U.S. EPA additional authority to require states to reduce emissions of ozone precursors and particulate matter in non-attainment areas. The amendments set attainment deadlines based on the severity of problems. At the state level, CARB has traditionally established state ambient air quality standards, maintained oversight authority in air quality planning, developed programs for reducing emissions from motor vehicles, developed air emission inventories, collected air quality and meteorological data, and approved state implementation plans. At a local level, California's air districts, including the Bay Area Air Quality Management District, are responsible for overseeing stationary source emissions, approving permits, maintaining emission inventories, developing air quality compliance plans, maintaining air quality stations, overseeing agricultural burning permits, and reviewing air quality-related sections of environmental documents required by CEQA.

Other federal regulations applicable to the Bay Area include Title III of the Clean Air Act, which regulates hazardous air pollutants (HAPs). Title V of the Clean Air Act establishes a federal permit program for large stationary emission sources. The U.S. EPA also has authority over the Prevention of Significant Deterioration (PSD) program, as well as the New Source Performance Standards (NSPS), both of which regulate stationary sources under specified conditions.

The Air District is responsible for regulating stationary sources of air pollution in the nine counties that surround San Francisco Bay: Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, southwestern Solano, and southern Sonoma counties. The District is responsible for implementing emissions standards and other requirements of federal and state laws. Numerous regulations have been developed by the District to control emissions sources within its jurisdiction. It is also responsible for developing air quality planning documents required by both federal and state laws.

### Toxic Air Contaminants

TACs are regulated in the District through federal, state, and local programs. At the federal level, HAPs are regulated primarily under the authority of the Clean Air Act. Prior to the amendment of the Clean Air Act in 1990, source-specific National Emission Standards for Hazardous Air Pollutants (NESHAPs) were promulgated under Section 112 of the Clean Air Act for certain sources of radionuclides and HAPs.

Title III of the 1990 Clean Air Act amendments required U.S. EPA to promulgate NESHAPs for certain categories of sources identified by U.S. EPA as emitting one or more of the 189 listed HAPs. Emission standards for major sources must require the maximum achievable control technology (MACT). MACT is defined as the maximum degree of emission reduction achievable considering cost and non-air quality health and environmental impacts and energy requirements.

Many of the sources of HAPs that have been identified under the Clean Air Act are also subject to the California TAC regulatory programs. CARB developed regulatory programs for the control of TACs, including: (1) California's TAC identification and control program, adopted in 1983 as Assembly Bill 1807 (AB 1807) (California Health and Safety Code §39662), a two-step program in which substances are identified as TACs, and airborne toxic control measures are adopted to control emissions from specific sources; and (2) the Air Toxics Hot Spot Information and Assessment Act of 1987 (AB 2588) (California Health and Safety Code §39656), which established a state-wide program to inventory and assess the risks from facilities that emit TACs and to notify the public about significant health risks associated with those emissions.

The Air District uses three approaches to reduce TAC emissions and to reduce the health impacts resulting from TAC emissions: 1) Specific rules and regulations; 2) Pre-construction review; and, 3) the Air Toxics Hot Spots Program. In addition, the Air District implements U.S. EPA, CARB, and Air District rules that specifically target toxic air contaminant emissions from sources at refineries.

In 2004, the Air District initiated the Community Air Risk Evaluation (CARE) program to identify areas with relatively high concentrations of air pollution – including TACs and fine particulate matter – and populations most vulnerable to air pollution's health impacts. Maps of communities most impacted by air pollution, generated through the CARE program, have been integrated into many Air District programs. For example, the Air District uses information derived from the CARE program to develop and implement targeted risk reduction programs, including grant and incentive programs, community outreach efforts, collaboration with other governmental agencies, model ordinances, new regulations for stationary sources and indirect sources, and advocacy for additional legislation. Information from the CARE program has been used to determine the communities most impacted by air quality for the purposes of AB617.

## Significance Criteria

The Air District's CEQA Guidelines have been developed and periodically updated to assist local jurisdictions and lead agencies in complying with the requirements of CEQA regarding potentially adverse impacts to air quality. The most recent version is the 2022 CEQA Air Quality Guidelines (BAAQMD, 2022). A project would result in significant impacts if the applicable thresholds in Table 3-5 are exceeded.

For air toxics concerns, the threshold for a significant air quality impact is a lifetime cancer risk of 10 additional cancers per million people exposed or a non-cancer (i.e., chronic or acute) risk greater than 1.0 hazard index (BAAQMD, 2022).

TABLE 3-5

Significance Thresholds for Criteria Air Pollutants and Precursors

Pollutant/Precursor	Daily Average Emissions (lbs/day)	Maximum Annual Emissions (tons/year)
<b>Construction-Related Emissions</b>		
ROG	54	NA <sup>(1)</sup>
NOx	54	NA
PM <sub>10</sub>	82 <sup>(2)</sup>	NA
PM <sub>2.5</sub>	54 <sup>(2)</sup>	NA
PM <sub>10</sub> / PM <sub>2.5</sub> Fugitive Dust	Best Management Practices	
<b>Project-Related Emissions</b>		
ROG	54	10
NOx	54	10
PM <sub>10</sub>	82	15
PM <sub>2.5</sub>	54	10

(1) Not Applicable.

(2) Applies to construction exhaust emissions only.

\*Source: BAAQMD, 2022

## Discussion of Impacts

### 3. a). Conflict with or obstruct implementation of the applicable air quality plan? **No Impact.**

Amendments to Rule 8-18 would not conflict with or obstruct implementation of the applicable air quality plan. The applicable air quality plan is the Air District’s 2017 Clean Air Plan, *Spare the Air, Cool the Climate* (“Plan”). The Plan outlines a strategy for achieving the Bay Area’s clean air goals by reducing emissions of ozone precursors, particulate matter, TACs and other pollutants in the region (BAAQMD, 2017). The Plan included Control Measure SS2 which proposed to amend Rule 8-18 to require monitoring of equipment in heavy liquid services and identify the causes of background readings greater than 50 ppm. Therefore, the proposed amendments to Rule 8-18 would implement some control strategies identified in the 2017 Clean Air Plan and would be compatible with the goals of the Plan.

In addition, the Air District adopted the AB 617 Expedited BARCT Implementation Schedule in December 2018. As part of the schedule, the Air District identified potential efforts to develop amendments to Rule 8-18 to address emissions from components in heavy liquids service to reduce total organic compound emissions. Therefore, the proposed project will not conflict with or obstruct implementation of an applicable air quality plan.

### 3. b). Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is a non-attainment area for an applicable federal or state ambient air quality standard? **Less than Significant Impact/Beneficial Impact.**

The proposed amendments to Rule 8-18 are intended to further limit emissions of volatile organic compounds and methane from fugitive emission sources at refineries, chemical plants, and facilities loading and storing

organic liquids in bulk quantities. These emission reductions would also reduce the emissions of toxic compounds.

The Air District originally adopted Rule 8-18 in 1980 and has amended it multiple times, including in 1992, 1998, 2002, 2004, 2015, and 2021. Rule amendments adopted in 1992 significantly lowered the allowable leak concentration limits to the lowest levels in the country and required more effective inspection and repair programs to reduce emissions and promote self-compliance. The 1992 amendments reduced emissions by an estimated 1.2 tons per day (tpd). Amendments in 1998 and 2002 made minor changes to the rule. The 2015 amendments expanded rule requirements to additional heavy liquid components, resulting in a legal challenge by three of the five refineries. In March 2017, the parties entered into an Enforcement Agreement and Agreement to Stay Litigation. The purpose of the agreement was to establish terms and conditions moving forward and to provide a framework for further analysis to help facilitate a full settlement of the lawsuit. Rule 8-18 was amended again in 2021 as part of a larger effort to revise the definition of “refinery” in several Air District rules in order to accommodate fuel refining using alternative feedstocks other than petroleum.

Over the course of five years, the Air District conducted a joint study with the five Bay Area refineries and their trade association, the Western States Petroleum Association (WSPA). The Heavy Liquids Study Report (BAAQMD, 2022) summarizes the findings of the joint study and was published in April 2022. The Heavy Liquids Study (or “Study”) involved measuring and evaluating emissions from equipment in heavy liquid service at five Bay Area refineries:

- Chevron Richmond Refinery (Richmond, California);
- Phillips 66 San Francisco Refinery<sup>b</sup> (Rodeo, California);
- Shell Martinez Refinery<sup>a</sup> (Martinez, California);
- Tesoro Golden Eagle Refinery<sup>a,b</sup> (Martinez, California); and
- Valero Benicia Refinery (Benicia, California).

<sup>a</sup> Two of the refineries have subsequently been acquired by other entities. Shell Martinez Refinery is now owned and operated by PBF Energy and is now known as the Martinez Refining Company. Tesoro Golden Eagle Refinery is now owned and operated by the Marathon Petroleum Corporation and known as Marathon Martinez Refinery.

<sup>b</sup> The Marathon Martinez Refinery (formerly Tesoro Golden Eagle Refinery) and Phillips 66 Refinery have been or are in the process of converting to use renewable feedstocks.

The emissions associated with the components in heavy liquid service affected by the proposed amendments were estimated for the five refineries using component counts and emission factors from Air District’s Heavy Liquid Study Report (BAAQMD, 2022), and additional emission factors obtained from the California Air Pollution Control Officers Association (CAPCOA) (CAPCOA, 1999) and EPA reports (U.S. EPA, 1979). For the non-refinery facilities, seven bulk terminal facilities are expected to operate heavy liquid service components that would be affected by the proposed amendments, and emissions associated with these components were estimated using a similar methodology as described above. Additional details on the calculations of current total organic compound emissions and emission reductions are provided in Appendix D. The current total organic compound emissions, controlled TOC emissions, and TOC emission reductions for the refineries and non-refinery facilities are presented in Table 3-6.

**TABLE 3-6**

**Estimated Emissions and Emission Reductions  
for Affected Components in Heavy Liquid Service  
for Refinery Facilities and Non-Refinery Facilities**

<b>Refinery Facilities</b>				
<b>Component Type</b>	<b>Total Component Counts <sup>1</sup></b>	<b>Current TOC Emissions (tons/year)</b>	<b>Controlled TOC Emissions (tons/year)</b>	<b>TOC Emissions Reductions (tons/year)</b>
Valves <sup>3</sup>	15,629	5.8	1.9	3.9
Non-Steam Quenched Pumps	203	0.8	0.6	0.2
Steam Quenched Pumps	381	77.3	1.2	76.1
Pressure Relief Valves	600	49.9	0.3	49.6
<b>Total</b>	<b>16,813</b>	<b>133.8</b>	<b>4.1</b>	<b>129.7</b>
<b>Non-Refinery Facilities</b>				
<b>Component Type</b>	<b>Total Component Counts <sup>1</sup></b>	<b>Current TOC Emissions (tons/year)</b>	<b>Controlled TOC Emissions (tons/year)</b>	<b>TOC Emissions Reductions (tons/year)</b>
Valves	3,253	1.2	0.4	0.8
Non-Steam Quenched Pumps	34	0.1	0.1	0.03
Pressure Relief Valves	150	12.5	0.1	12.4
<b>Total</b>	<b>3,437</b>	<b>13.8</b>	<b>0.6</b>	<b>13.2</b>

Note: Emissions estimates do not reflect potential changes that may result due to conversions from petroleum to alternative feedstocks. Total summations may not match due to rounding.

1. The component counts are the sum of component counts for the five refineries, and for the seven non-refinery facilities, respectively.

The proposed amendments regulate total organic compounds that include methane. Therefore, operators would be required to use leak detection instrumentation under U.S. EPA Method 21 with the ability to detect TOCs, such as portable flame ionization detections. This provision would apply to both refinery and non-refinery facilities subject to Rule 8-18 amended requirements. The Air District understands that most of the affected facilities currently use leak detection instrumentation that would meet these requirements. The proposed amendments would remove exemptions for organic liquids with an initial boiling point greater than 302°F so that more components are expected to require monitoring and repair.

The amendments to Rule 8-18 are expected to require monitoring of a greater number of components, which could result in increases in the need for additional maintenance and repair. Since the refineries and other industrial facilities have existing monitoring programs, it is expected that the existing contractors or employees may conduct additional inspections, monitoring, or sampling activities while onsite. In addition, the increase in monitoring and identification of additional leaks could lead to additional repairs. Because of the number of facilities potentially affected, it is assumed that up to five new employees may be hired in the Bay Area to complete the additional monitoring and repair. The new employees are expected to come from the large labor pool in the Bay Area of over four million people.

CalEEMod was used to estimate the potential air emissions that would be generated by the use of vehicles to transport additional workers. It was assumed that up to 5 new employees would be employed from the Bay Area, working 5 days a week and 52 weeks a year. The estimated emissions associated with the work vehicles is shown in Table 3-7. As shown in Table 3-7, the estimated emissions from vehicles associated with 5 additional employees in the Bay Area would be well below the significance thresholds and would, therefore, be less than significant on a daily and annual basis. Additionally, as shown in Table 3-6, the proposed amendments would be expected to result in additional reductions of total organic compound emissions, including reactive organic gases.

**TABLE 3-7**

**Air Emission Impacts  
Five Additional Employees for Monitoring/Repair in Bay Area**

	Pollutant			
	ROG	NOx	PM10	PM2.5
<b>Project-Related Emissions</b>				
Project Peak Daily Average Emissions (lbs/day)	5.04	4.88	8.19	2.12
Air District Peak Daily Significance Thresholds (lbs/day)	54	54	82	54
<b>Significant?</b> (Daily Basis)	<b>NO</b>	<b>NO</b>	<b>NO</b>	<b>NO</b>
Project Maximum Annual Emissions (tons/yr)	0.43	0.40	1.05	0.27
Air District Maximum Annual Significance Thresholds (lbs/day)	10	10	15	10
<b>Significant?</b> (Annual Basis)	<b>NO</b>	<b>NO</b>	<b>NO</b>	<b>NO</b>

TAC emissions may be generated from the fugitive components at refineries, chemical plants, and facilities loading and storing organic liquids in bulk that store, transport or process organic liquids. As shown in Table 3-6, an estimated 148 tons per year of TOC emissions are generated by the affected facilities. Improved monitoring and repair requirements would be expected to reduce emissions of TACs, providing beneficial air quality and health risks by reducing exposure to such compounds.

**3. c). Expose sensitive receptors to substantial pollutant concentrations? No Impact/Beneficial Impact.** The proposed amendments to Rule 8-18 are expected to require monitoring of additional fugitive components to assure compliance. This is expected to reduce fugitive emissions of volatile organic compounds and methane from components and, therefore, serve to implement the requirements of AB 617. The reduction of emissions of toxic compounds would be expected to reduce potential health impacts to sensitive receptors in nearby communities providing a beneficial impact.

**3. d). Result in other emissions (such as those leading to odors adversely affecting substantial number of people?) No Impact.** Since the proposed rule amendments would require additional monitoring and is expected to help identify more leaks that must then be repaired, the rule amendments are expected to reduce total organic emissions, and reduce the potential for odor impacts, providing a beneficial impact on odors produced by the refineries. Additionally, the amendments are not expected to require the installation or operation of additional control equipment that may generate other emissions or odors.

## Conclusion

Based upon these considerations, air quality impacts due to implementation of the proposed amendments to Rule 8-18 are expected to be less than significant.

	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
<b>IV. BIOLOGICAL RESOURCES.</b> Would the project:				
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal wetlands, etc.) through direct removal, filling, hydrological interruption, or other means?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Conflicting with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Conflict with the provisions of an adopted habitat conservation plan, natural community conservation plan, or other approved local, regional, or state habitat conservation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

## Environmental Setting

The Air District covers all of Alameda, Contra Costa, Marin, San Francisco, San Mateo, Santa Clara, and Napa Counties and portions of southwestern Solano and southern Sonoma Counties. The Bay Area supports numerous distinct natural communities composed of a diversity of vegetative types that provide habitat for a wide variety of plant and wildlife species. Broad habitat categories in the region include grasslands, coastal scrub and chaparral, woodlands and forests, riparian systems and freshwater aquatic habitat, and wetlands. Extensive aquatic resources are provided by the San Francisco Bay Delta estuary, as well as numerous other rivers and streams. Urban and otherwise highly disturbed habitats, such as agricultural fields, also provide natural functions and values as wildlife habitat, as are aquatic and estuarine resources (ABAG, 2021).

Special-status species are defined as species that are legally protected or that are otherwise considered sensitive by federal, State, or local resource agencies. The high diversity of vegetation and wildlife found in the Bay Area is a result of the variety in soil, topographic, and microclimates. This, in combination with the rapid pace of development in the Bay Area, has resulted in a number of flora and fauna being endangered because they are rare, or vulnerable to habitat loss or population decline. Some of these species are listed and receive specific protection defined in federal or State endangered species laws. Other species have not been formally listed as threatened or endangered but have been designated as “rare” or “sensitive” (ABAG, 2021).

The San Francisco Bay and Delta make up the Pacific Coast’s largest estuary, encompassing roughly 1,600 square miles of waterways and draining more than 40 percent of California’s fresh water. The Sacramento and San Joaquin Rivers flow from northern California’s inland valleys into the Delta’s winding system of islands, sloughs, canals, and channels before emptying into San Francisco Bay and the Pacific Ocean (ABAG, 2021). As the largest estuary on the west coast, the San Francisco Bay supports an abundance of species.

The proposed amendments to Rule 8-18 will affect fugitive components at refineries, chemical plants, and facilities loading and storing organic liquids in bulk quantities in the Bay Area, including the Chevron Richmond Refinery, the Phillips 66 Rodeo Refinery, the Martinez Refining Company, the Marathon Martinez Refinery, and the Valero Benicia Refinery. The refineries, chemical plants, and facilities loading and storing organic liquids in are typically located within heavy industrial areas, where native vegetation and biological resources have been removed.

## Regulatory Setting

The regulations and policies of various federal and State agencies mandate protection of wetlands, some special-status plant and wildlife species, and aquatic and terrestrial communities in the region. The U.S. Army Corps of Engineers has primary federal responsibility for administering regulations that concern waters and wetlands, while U.S. Fish and Wildlife Service, NOAA Fisheries oversee the federal Endangered Species Act. Development permits may be required from one or both of these agencies if development would impact rare or endangered species. The California Department of Fish and Wildlife administers the California Endangered Species Act, which prohibits impacting endangered and threatened species.

Biological resources are also generally protected by the City and/or County General Plans through land use and zoning requirements which minimize or prohibit development in biologically sensitive areas.

## Significance Criteria

The proposed project impacts on biological resources will be considered significant if:

- The project has a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife, U.S. Fish and Wildlife Service, or NOAA Fisheries.
- The project has a substantial adverse effect on any riparian habitat, state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.), or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service, through direct removal, filling, hydrological interruption, or other means.
- The project interferes substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors or impedes the use of native wildlife nursery sites.
- The project conflicts with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance.

## Discussion of Impacts

**4. a). Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service? No Impact.**

**4. b). Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service? No Impact.**

**4. c). Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal wetlands, etc.) through direct removal, filling, hydrological interruption, or other means? No Impact.**

**4. d). Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites? No Impact.** Proposed amendments to Rule 8-18 are designed to require additional monitoring and repair of fugitive components, potentially reducing emissions of total organic emissions from refineries, chemical plants, and facilities loading and storing organic liquids in bulk. No construction activities are required so there would be no construction impacts. Monitoring activities would be limited to existing industrial equipment within industrial areas, where native biological resources have been removed and are non-existent.

Thus, the proposed project is not expected to result in any impacts to biological resources and would not be expected to impact riparian, wetlands, or other sensitive communities.

**4. e). Conflicting with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance? No Impact.**

**4. f). Conflict with the provisions of an adopted habitat conservation plan, natural community conservation plan, or other approved local, regional, or state habitat conservation plan? No Impact.** The proposed amendments to Rule 8-18 would not require any construction activities or any physical changes in operation. Therefore, the proposed amendments would not affect land use plans, local policies or ordinances, or regulations protecting biological resources such as a tree preservation policy or ordinances for the reasons described above. Land use and other planning considerations are determined by local governments and land use or planning requirements would not be altered by the proposed amendments. Similarly, the proposed amendments to Rule 8-18 would not affect any habitat conservation or natural community conservation plans, biological resources or operations, and would not create divisions in any existing communities, as no construction activities would be required. Additional monitoring and repair would be required, but these would occur within the confines of existing industrial facilities. Rule 8-18 applies to existing industrial facilities that have already been developed, graded, and native vegetation has been removed, therefore, no impacts on biological resources would occur.

## Conclusion

Based upon these considerations, no adverse biological resources impacts are expected due to implementation of the proposed amendments to Rule 8-18.

	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
<b>V. CULTURAL RESOURCES.</b> Would the project:				
a) Cause a substantial adverse change in the significance of a historical resource pursuant to § 15064.5?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to § 15064.5?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Disturb any human remains, including those interred outside of formal cemeteries?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

## Environmental Setting

The Air District covers all of Alameda, Contra Costa, Marin, San Francisco, San Mateo, Santa Clara, and Napa Counties and portions of southwestern Solano and southern Sonoma Counties. The area of coverage is vast (about 5,600 square miles), so that land uses vary greatly and include commercial, industrial, residential, agricultural, and open space uses. Cultural resources include prehistoric resources, historic-period resources, and tribal cultural resources (see Section XVIII for further details on tribal cultural resources) as well as sensitive locations where resources are likely to be identified in the future based on our existing knowledge of historic and prehistoric settlement patterns. Archaeological resources are locations where human activity has measurably altered the earth or left deposits of prehistoric or historic-era physical remains (e.g., stone tools, bottles, former roads, house foundations). Historical (or built-environment) resources include standing buildings (e.g., houses, barns, outbuildings, cabins) and intact structures (e.g., dams, bridges, roads, districts), or landscapes (ABAG, 2021).

The Carquinez Strait represents the entry point for the Sacramento and San Joaquin Rivers into the San Francisco Bay. This locality lies within the San Francisco Bay and the west end of the Central Valley archaeological regions, both of which contain a rich array of prehistoric and historical cultural resources. The areas surrounding the Carquinez Strait and Suisun Bay have been occupied for millennia given their abundant combination of littoral and oak woodland resources.

Historic resources are standing structures of historic or aesthetic significance. Architectural sites dating from the Spanish Period (1529-1822) through the late 1960s are generally considered for protection if they are determined to be historically or architecturally significant. These may include missions, historic ranch lands, and structures from the Gold Rush and the region’s early

industrial era. More recent architectural sites may also be considered for protection if they could gain historic significance in the future (ABAG, 2021).

Of the 8,118 sites recorded in the Bay Area, there are 1,006 cultural resources listed on the California Register of Historic Resources (CRHR), meaning that they are significant at the local, State or federal level; of those, 744 are also listed on the National Register of Historic Places (NRHP). From this list, 249 resources are listed as California Historic Landmarks. The greatest concentration of historic resources listed on both the NRHP and the CRHR in the Bay Area occurs in San Francisco, with 181 resources. Alameda County has the second highest number with 147 resources (ABAG, 2021).

The proposed amendments to Rule 8-18 will affect industrial equipment at existing refineries and industrial facilities in the Bay Area, including the Chevron Richmond Refinery, the Phillips 66 Rodeo Refinery, the Martinez Refining Company, the Marathon Martinez Refinery, and the Valero Benicia Refinery. These facilities are located within heavy industrial areas which have been graded and developed. Cultural resources are not usually located in industrial areas.

## Regulatory Setting

The State CEQA Guidelines define a significant cultural resource as a “resource listed or eligible for listing on the California Register of Historical Resources” (Public Resources Code §5024.1). A project would have a significant impact if it would cause a substantial adverse change in the significance of a historical resource (State CEQA Guidelines §15064.5(b)). A substantial adverse change in the significance of a historical resource would result from an action that would demolish or adversely alter the physical characteristics of a historical resource that convey its historical significance and that qualify the resource for inclusion in the California Register of Historical Resources or a local register or survey that meets the requirements of Public Resources Code §§5020.1(k) and 5024.1(g). In addition, the General Plans for some jurisdictions set forth goals, objectives, policies, and actions for historic preservation.

## Significance Criteria

The proposed project impacts to cultural resources will be considered significant if:

- The project results in a substantial adverse change in the significance of historical resources as defined in CEQA Guidelines §15064.5. A substantial adverse change includes physical demolition, destruction, relocation, or alteration of a resource or its immediate surroundings such that the significance of the historical resources would be materially impaired.
- Cause a substantial adverse change in the significance of an archaeological resources pursuant to CEQA Guidelines §15064.5.
- Disturb any human remains, including those interred outside of formal cemeteries.

## Discussion of Impacts

**5. a). Cause a substantial adverse change in the significance of a historical resource pursuant to § 15064.5? No Impact.**

**5. b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to § 15064.5? No Impact.**

**5. c). Disturb any human remains, including those interred outside of formal cemeteries? No Impact.** CEQA Guidelines state that generally, a resource shall be considered “historically significant” if the resource meets the criteria for listing in the California Register of Historical Resources including the following:

- A. Is associated with events that have made a significant contribution to the broad patterns of California’s history and cultural heritage;
- B. Is associated with the lives of persons important in our past;
- C. Embodies the distinctive characteristics of a type, period, region, or method of construction, or represents the work of an important creative individual, or possesses high artistic values;
- D. Has yielded or may be likely to yield information important in prehistory or history (CEQA Guidelines §15064.5).

Generally, resources (buildings, structures, equipment) that are less than 50 years old are excluded from listing in the National Register of Historic Places unless they can be shown to be exceptionally important. Proposed amendments to Rule 8-18 are designed to minimize total organic emissions from fugitive components. The amended rule would require monitoring which may lead to leak repairs but no construction activities or change in physical operations is expected to occur. Further, no demolition activities would be required. Therefore, no historic building or other historic resources would be impacted or modified.

Rule 8-18 applies to industrial equipment in heavy industrial areas. These areas have already been graded and developed, and no grading would be required to comply with the proposed amendments. Thus, the proposed rule amendments would not impact historical or archaeological resources as defined in CEQA Guidelines §15064.5, or disturb human remains interred outside formal cemeteries. Therefore, no impacts to cultural resources would occur as a result of the proposed project as no construction activities are required.

## Conclusion

Based upon these considerations, no adverse cultural resources impacts are expected due to implementation of the proposed amendments to Rule 8-18.

	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
<b>VI. ENERGY.</b> Would the project:				
a) Result in potentially significant environmental impact due to wasteful, inefficient or unnecessary consumption of energy resources, during project construction or operations?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

## Environmental Setting

Pacific Gas and Electric Company (PG&E) supplies electricity to over five million customers in central and northern California. The counties within the Air District (Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano, and Sonoma) used approximately 53,600 gigawatt/hours (millions of kilowatt/hours) in 2022<sup>4</sup>. Residential electricity use accounts for approximately 32 percent of the electrical use and non-residential use accounts for approximately 68 percent. PG&E’s electricity is supplied by natural gas power plants, nuclear generation, large hydroelectric facilities, and renewable sources (e.g., wind, geothermal, biomass, and small hydroelectric power).

In 2022, about 36.4 percent of electricity was generated by natural gas, 54.2 percent was generated by renewables, 10.3 percent was generated by hydroelectric facilities, 9.2 percent was generated by nuclear, and 2 percent was generated by coal in California.<sup>5</sup>

In 2021, the counties within the Air District used approximately 2,470 million therms of natural gas.<sup>6</sup> Residential natural gas use accounts for approximately 40 percent of the natural gas consumption in the Air District. Non-residential gas use accounts for approximately 60 percent of the natural gas consumption in the Air District.

<sup>4</sup> California Energy Commission, 2022. Electricity Consumption by County. Available at: <https://ecdms.energy.ca.gov/elecbycounty.aspx>

<sup>5</sup> California Energy Commission, 2022. Total System Electric Generation. Available at: <https://www.energy.ca.gov/data-reports/energy-almanac/california-electricity-data/2022-total-system-electric-generation>

<sup>6</sup> California Energy Commission, 2022. Gas Consumption by County. Available at: <http://www.ecdms.energy.ca.gov/gasbycounty.aspx>

## Regulatory Setting

Energy efficiency requirements are primarily regulated at the state level. Title 24, California's Energy Efficiency Standards for Residential and Non-residential Buildings, details requirements to achieve minimum energy efficiency standards. The standards apply to new construction of both residential and non-residential buildings, and regulate energy consumed for heating, cooling, ventilation, water heating, and lighting. Compliance with these standards is verified and enforced through the local building permit process.

Some local cities within the Bay Area have developed and implemented green building ordinances, energy and climate action plans, and sustainability plans that address energy efficiency, such as the cities of Belmont, Benicia, Martinez, Oakland, Palo Alto, Richmond, San Francisco, South San Francisco, and Walnut Creek, as well the counties of Marin and Contra Costa, among others.

## Significance Criteria

The impacts to energy will be considered significant if any of the following criteria are met:

- The project conflicts with adopted energy conservation plans or standards.
- The project results in substantial depletion of existing energy resource supplies.
- An increase in demand for utilities impacts the current capacities of the electric and natural gas utilities.
- The project uses non-renewable resources in a wasteful and/or inefficient manner.

## Discussion of Impacts

**6. a). Result in potentially significant environmental impact due to wasteful, inefficient or unnecessary consumption of energy resources, during project construction or operations?**  
**No Impact.** Proposed amendments to Rule 8-18 would not require the construction or operation of any additional units, and thus will not require energy consumption for construction activities. The amendments to Rule 8-18 would result in monitoring of a greater number of components and could result in the need for additional maintenance and leak repair. Since the refineries, chemical plants, and facilities loading and storing liquids in have existing monitoring programs, it is expected that the existing contractors or employees may conduct additional inspections, monitoring, or sampling activities while onsite. In addition, the increase in monitoring and identification of additional leaks could lead to additional repairs. Because of the number of facilities potentially affected, it is assumed that up to five new employees may be hired in the Bay Area to complete the additional monitoring and repair. The new employees are expected to come from the large labor pool in the Bay Area of over four million people. Any increase in energy to transport five new employees with a labor pool of over four million people would be minor. Therefore, the proposed amendments are not expected to result in an increase in electricity or natural gas, or require any other energy resources.

**6. b). Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?**  
**No Impact.** As discussed in 6 a) above, the proposed amendments are not expected to require

additional energy resources. Therefore, the project would not conflict or obstruct a state or local plan for renewable energy or energy efficiency. California's renewables portfolio standard (RPS) requires retail sellers of electricity to increase their procurement of eligible renewable energy resources by at least one percent per year, so that 20 percent of their retail sales were procured from eligible renewable energy resources by 2017. The RPS was further modified to require retailers to reach 33 percent renewable energy by 2020 and 50 percent by 2030. The proposed amendments would not hinder the utility's ability to meet these requirements as no increase in electricity is expected. Therefore, the proposed amendments to Rule 8-18 would not conflict or obstruct a state or local plan for renewable energy or energy efficiency and no adverse energy impacts are expected.

## **Conclusion**

Based upon these considerations, no adverse impacts on energy resources are expected due to implementation of the proposed amendments to Rule 8-18.

	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
<b>VII. GEOLOGY / SOILS.</b> Would the project:				
a) Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:				
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
ii) Strong seismic ground shaking?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
iii) Seismic-related ground failure, including liquefaction?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
iv) Landslides?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Result in substantial soil erosion or the loss of topsoil?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Be located on a geologic unit or soil that is unstable or that would become unstable as a result of the project, and potentially result in onsite or offsite landslide, lateral spreading, subsidence, liquefaction or collapse?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Be located on expansive soil, as defined in Table 18-1-B of the California Building Code, creating substantial direct or indirect risks to life or property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems in areas where sewers are not available for the disposal of wastewater?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

## Environmental Setting

Most of the Bay Area is located within the natural region of California known as the Coast Ranges geomorphic province. The Coast Range, extends about 400 miles from Oregon south into Southern California, and is characterized by a series of northwest trending ridges and valleys that roughly parallel the San Andreas fault zone. Much of the Coast Range province is composed of marine sedimentary and volcanic rocks located east of the San Andreas Fault. The region west of the San Andreas Fault is underlain by a mass of basement rock that is composed of mainly marine sandstone and various metamorphic rocks (ABAG, 2021). Unconsolidated alluvial deposits, artificial fill, and estuarine deposits, (including Bay Mud) underlie the low-lying region along the margins of the Carquinez Straight and Suisun Bay.

The San Francisco Bay Area is a seismically active region that lies along the San Andreas Fault, which forms the boundary between the Pacific and North American tectonic plates. Other principal faults capable of producing significant ground shaking in the Bay Area include the Hayward Fault, the Rodgers Creek-Healdsburg Fault, the Marsh Creek-Greenville Fault, and the West Napa fault. A major seismic event on any of these active faults could cause significant ground shaking and surface rupture, as was experienced during earthquakes in recorded history, including the 1906 San Francisco earthquake (magnitude 7.8) and the 1989 Loma Prieta earthquake (magnitude 6.9), both of which occurred on the San Andreas Fault. The 1868 Hayward earthquake generated a magnitude 7.0 on the Hayward Fault (ABAG, 2021).

Strong ground movement for a major earthquake could affect the Bay Area during the next 30 years. Ground shaking may affect areas hundreds of miles away from the earthquake's epicenter. The intensity of ground movement during an earthquake can vary depending on the overall magnitude, distance from the fault, direction of earthquake energy, and type of geologic material. Areas in the Bay Area most susceptible to intense ground shaking are those areas located closest to the earthquake-generating fault and areas underlain by thick, loosely unconsolidated, saturated sediments, particularly soft, saturated bay muds, and artificial fill along the tidal margins of San Francisco Bay (ABAG, 2021).

Liquefaction is a phenomenon where unconsolidated and/or nearly saturated soils lose cohesion and are converted to a fluid state as a result of significant shaking. The relatively rapid loss of soil shear strength during strong earthquake shaking results in the temporary fluid-like behavior of the soil. Soil liquefaction can cause ground failure that can damage roads, airport runways, pipelines, underground cables, and buildings with shallow foundations. Liquefaction potential is highest in areas underlain by shallow groundwater and bay fills, bay mud, and unconsolidated alluvium (ABAG, 2021).

Expansive soils possess a "shrink-swell" characteristic. Shrink-swell is the cyclic change in volume (expansion and contraction) that occurs in fine-grained clay sediments from the process of wetting and drying. Changes in soil moisture can result from rainfall, landscape irrigation, utility leakage, roof drainage, and/or perched groundwater. Structural damage may occur incrementally over a long period of time, usually as a result of inadequate soil and foundation engineering or the placement of structures directly on expansive soils. Soils with high clay content, such as the bay muds located on the margins of the San Francisco Bay, are highly expansive (ABAG, 2021).

Important vertebrate and invertebrate fossils and unique geologic units have been documented throughout California. The fossil yielding potential of a particular area is highly dependent on the geologic age and origin of the underlying rocks. Pleistocene or older (older than 11,000 years) continental sedimentary deposits are considered to have a high paleontological potential while Holocene-age deposits (less than 10,000 years old) are generally considered to have a low paleontological potential because they are geologically immature and are unlikely to contain fossilized remains of organisms. Metamorphic and igneous rocks have a low paleontological potential, either because they formed beneath the surface of the earth (such as granite), or because they have been altered under heat and high pressures (ABAG, 2021).

## Regulatory Setting

The California Building Code (CBC) has been codified in the CCR as Title 24, Part 2. Title 24 is administered by the California Building Standards Commission, which, by law, is responsible for coordinating all building standards. The purpose of the CBC is to establish minimum standards to safeguard the public health, safety, and general welfare through structural strength, means of egress facilities, and general stability by regulating and controlling the design, construction, quality of materials, use and occupancy, location, and maintenance of all building and structures within its jurisdiction.

The American Society of Civil Engineers (ASCE), Minimum Design Standard 7-05 (ASCE 7-05) provides requirements for general structural design and includes means for determining earthquake loads, as well as other loads (e.g., flood, snow, wind), for inclusion into building codes. The provisions of the CBC apply to the construction, alteration, movement, replacement, and demolition of every building or structure, or any appurtenances connected or attached to such buildings or structures throughout California.

Construction is regulated by the local City or County building codes that provide requirements for construction, grading, excavations, use of fill, and foundation work including type of materials, design, procedures, etc., which are intended to limit the probability of occurrence and the severity of consequences from geological hazards. Necessary permits, plan checks, and inspections are generally required.

The City and County General Plans include the Seismic Safety Element. The Element serves primarily to identify seismic hazards and their location in order that they may be taken into account in the planning of future development. The California Building Code is the principle mechanism for protection against and relief from the danger of earthquakes and related events.

In addition, the Seismic Hazard Zone Mapping Act (Public Resources Code §§2690 – 2699.6) was passed by the California legislature in 1990 following the Loma Prieta earthquake. The Act required that the California Division of Mines and Geology (DMG) develop maps that identify the areas of the state that require site specific investigation for earthquake-triggered landslides and/or potential liquefaction prior to permitting most urban developments. The act directs cities, counties, and state agencies to use the maps in their land use planning and permitting processes.

Local governments are responsible for implementing the requirements of the Seismic Hazards Mapping Act. The maps and guidelines are tools for local governments to use in establishing their land use management policies and in developing ordinances and reviewing procedures that will reduce losses from ground failure during future earthquakes.

## Significance Criteria

The proposed project impacts on the geological environment will be considered significant if:

- Topographic alterations would result in significant changes, disruptions, displacement, excavation, compaction or over covering of large amounts of soil.
- Unique geological resources (paleontological resources or unique outcrops) are present that could be disturbed by the construction of the proposed project.
- Exposure of people or structures to major geologic hazards such as earthquake surface rupture, ground shaking, liquefaction or landslides.
- Secondary seismic effects could occur which could damage facility structures, e.g., liquefaction.
- Other geological hazards exist which could adversely affect the facility, e.g., landslides, mudslides.

## Discussion of Impacts

**7. a). Would the project directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving: i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? (Refer to Division of Mines and Geology Special Publication 42); ii) Strong seismic ground shaking; iii) seismic-related ground failure, including liquefaction; iv) Landslides? No Impact.**

**7. c). Be located on a geologic unit or soil that is unstable or that would become unstable as a result of the project, and potentially result in onsite or offsite landslide, lateral spreading, subsidence, liquefaction or collapse? No Impact.**

**7. d). Be located on expansive soil, as defined in Table 18-1-B of the California Building Code, creating substantial direct or indirect risks to life or property? No Impact.** Proposed amendments to Rule 8-18 are designed to require additional monitoring and minimization of total organic emissions from fugitive components at industrial facilities. No physical modifications are expected to be required and no new equipment is expected to be built. The proposed rule amendments apply to existing industrial facilities that have already been built and are operating. Since no new equipment or facilities are required to be built, the proposed project would not result in an increase in seismic hazards such as ground shaking, ground failure, subsidence, landslides or construction on expansive soils.

**7. b). Result in substantial soil erosion or the loss of topsoil? No Impact.** No construction activities are expected due to implementation of the proposed amendments to Rule 8-18. Therefore, the proposed amendments would not result in soil erosion or the loss of topsoil as no construction activities would be required.

**7. e). Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems in areas where sewers are not available for the disposal of wastewater? No Impact.** Septic tanks or other similar alternative wastewater disposal systems are typically associated with small residential projects in remote areas. The proposed amendments to Rule 8-18 would affect existing refineries, chemical plants, and facilities loading and storing organic liquids in bulk that have existing wastewater treatment systems and/or are connected to appropriate wastewater facilities. The proposed project will require additional monitoring of fugitive components but would not result in an increase in wastewater as no change in the operation of the facilities would be required. Further, the affected facilities do not rely on septic tanks or similar alternative wastewater disposal systems. Based on these considerations, septic tanks or other alternative wastewater disposal systems would not be impacted by the proposed amendments to Rule 8-18.

**7. f). Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature? No Impact.** The amendments to Rule 8-18 would apply to existing refineries, chemical plants, and facilities loading and storing organic liquids in bulk that have been graded and developed. No construction or grading activities would be required due to implementation of the Rule 8-18 proposed amendments. Thus, the proposed amendments to Rule 8-18 would not adversely affect paleontological resources. Therefore, no impacts to paleontological resources are anticipated to occur as a result of the proposed project as no construction activities are required.

## Conclusion

Based upon these considerations, no adverse impacts to geology and soils are expected due to implementation of the proposed amendments to Rule 8-18.

	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
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**VIII. GREENHOUSE GAS EMISSIONS.** Would the project:

- |                                                                                                                                  |                          |                          |                          |                                     |
|----------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|--------------------------|-------------------------------------|
| a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?      | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

## Environmental Setting

Global climate change refers to changes in average climatic conditions on the earth as a whole, including temperature, wind patterns, precipitation and storms. Global climate change is caused primarily by an increase in levels of greenhouse gases (GHGs) in the atmosphere. The major greenhouse gases are the so-called “Kyoto Six” gases – carbon dioxide (CO<sub>2</sub>), methane (CH<sub>4</sub>), nitrous oxide (N<sub>2</sub>O), sulfur hexafluoride (SF<sub>6</sub>), hydrofluorocarbons (HFCs), and perfluorocarbons (PFCs) – as well as black carbon.<sup>7</sup> These greenhouse gases absorb longwave radiant energy (heat) reflected by the earth, which warms the atmosphere in a phenomenon known as the “greenhouse effect.” The potential effects of global climate change include rising surface temperatures, loss in snow pack, sea level rise, ocean acidification, more extreme heat days per year, and more drought years.

Increases in the combustion of fossil fuels (e.g., gasoline, diesel, coal, etc.) since the beginning of the industrial revolution have resulted in a significant increase in atmospheric levels of GHGs. CO<sub>2</sub> levels have increased from long-term historical levels of around 280 ppm before the mid-18<sup>th</sup> century to over 400 ppm today. This increase in GHGs has already caused noticeable changes in the climate. The average global temperature has risen by approximately 1.4°F (0.8°C) over the past one hundred years, and 16 of the 17 hottest years in recorded history have occurred since 2001, according to the National Oceanic and Atmospheric Administration.

Total global GHG emissions contributing to climate change are in the tens of billions of metric tons of CO<sub>2</sub>e per year. The total GHG inventory for California in 2020 was 369.2 million metric tons of CO<sub>2</sub>e (MMTCO<sub>2</sub>e) (CARB, 2022). This is less than the 2020 target of 431 MMTCO<sub>2</sub>e

<sup>7</sup> Technically, black carbon is not a gas but is made up of solid particulates or aerosols. It is included in the discussion of greenhouse gas emissions because, like true greenhouse gases, it is an important contributor to global climate change.

required to meet legislative targets included in the Global Warming Solutions Act of 2006 (AB 32). Table 3-8 summarizes the Statewide GHG inventory for California by percentage. GHG emissions associated with the transportation sector account for the largest source of GHG emissions, followed by industry and electricity generation.

**TABLE 3-8**  
**2020 Statewide GHG Emissions by Sector**

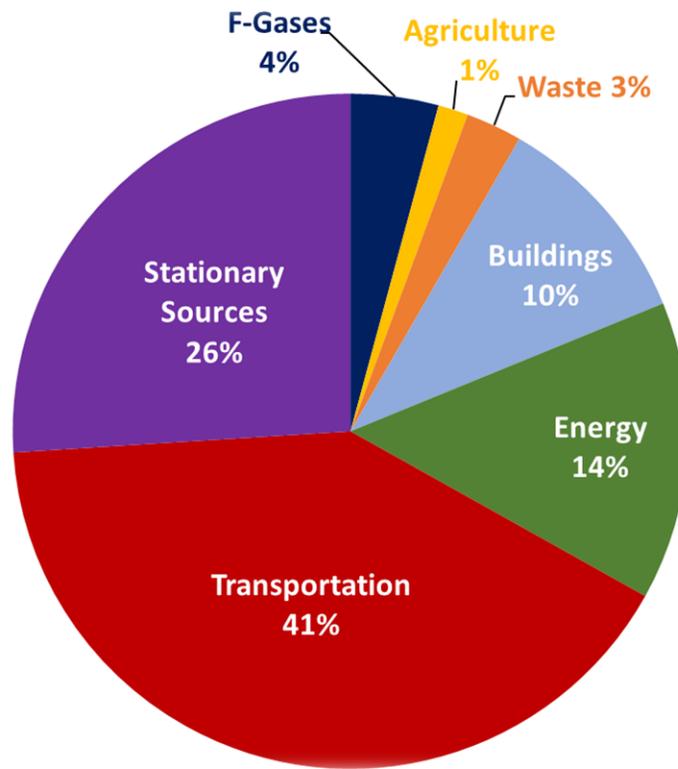
Sector	Percent	MMTCO <sub>2</sub> e
Transportation	38	139.9
Industrial	23	85.3
Electricity Generation (in state)	11	41.1
Agriculture & Forestry	9	31.6
Residential	8	30.7
Commercial	6	22.0
Electricity (imports)	5	18.7
Total	100	369.2

Source: CARB, 2022.

The Bay Area’s contribution to the global total is approximately 85 million tons per year. Figure 3-2 presents a breakdown of the region’s GHG emissions by major source categories. Transportation sources generate approximately 40 percent of the total, with the remaining 60 percent coming from stationary and area sources (see Figure 3-2).

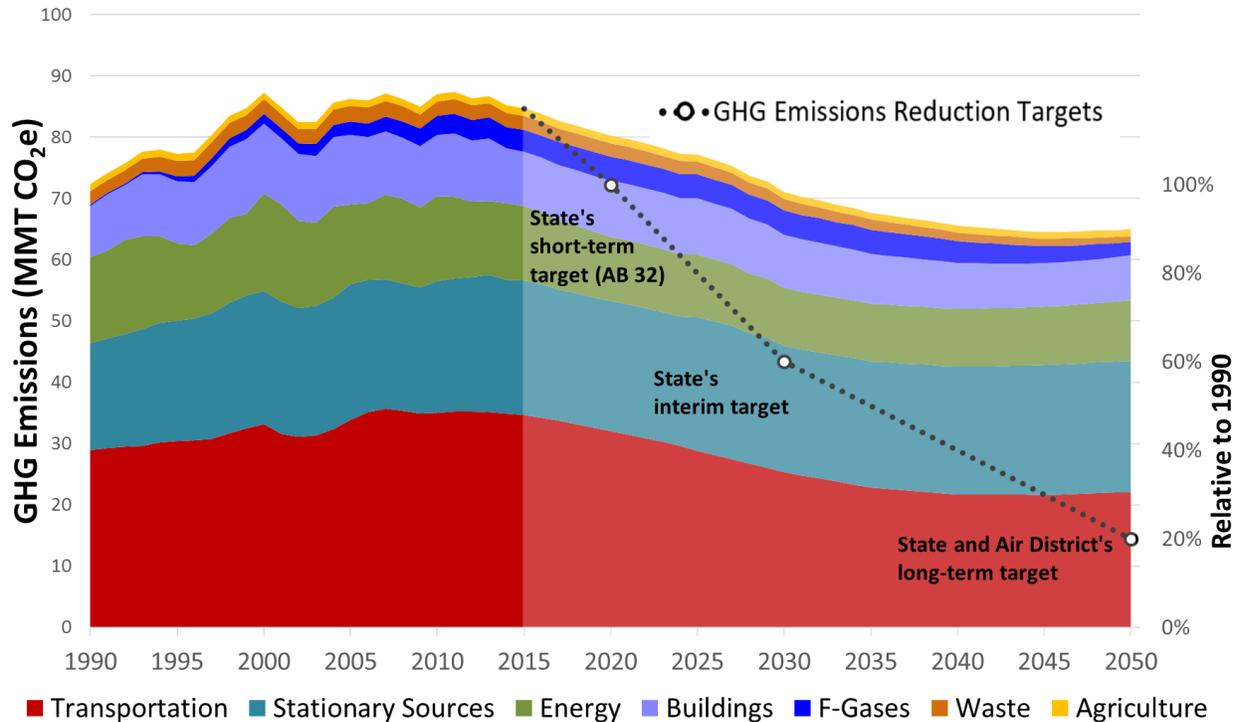
Historically, regional GHG emissions rose substantially as the Bay Area industrialized. But emissions have peaked recently, and they are expected to decline in the coming years. Figure 3-3 shows the Bay Area’s total GHG emissions since 1990, with projections for future emissions through 2050. As the figure shows, emissions are expected to decline in the future as the region continues to shift away from burning fossil fuels and towards renewable energy resources such as wind and solar power. Emissions will need to decline even more than currently projected, however, in order to reach the aggressive targets adopted by California and by the Air District. These GHG reduction goals are represented by the dashed line on the graph in Figure 3-3.

**FIGURE 3-2**  
**2015 Bay Area GHG Emissions by Source Category (Total = 85 MMT CO<sub>2</sub>e)**



Source: BAAQMD, 2017

**FIGURE 3-3**  
**Projected Bay Area GHG Emissions by Sector Based on State Policies**



Source: BAAQMD, 2017

## Regulatory Background

There is a general consensus that global temperature increases must be limited to well under 2°C in order to reduce the risks and impacts of climate change to an acceptable level. Limiting global climate change to no more than this amount drives GHG regulation at every level.

For purposes of the Bay Area, the most important regulatory actions on climate change have been undertaken by the State of California. To fulfill its share of the burden of keeping climate change within acceptable limits, California has committed to reducing its GHG emissions to 1990 levels by 2020, to 40 percent below 1990 levels by 2030, and to 80 percent below 1990 levels by 2050. This commitment is enshrined in AB 32, the Global Warming Solutions Act of 2006, which adopted the 2020 target; in 2016’s SB 32 (Pavley), which adopted the 2030 target; and in Executive Order S-3-05, which adopted the 2050 target. The Air District has adopted the same 80 percent reduction target for 2050 for the Bay Area’s GHG emissions, in Board of Directors Resolution 2013-11.

To achieve these emission reduction goals, the California legislature has directed the California Air Resources Board (CARB) to develop a Scoping Plan setting forth regulatory measures that CARB will implement, along with other measures, to reduce the state’s GHG emissions. One of

the principal regulatory measures is CARB's Cap and Trade program, which requires industrial GHG sources to obtain "allowances" equal to their GHG emissions. The amount of available allowances is subject to a "cap" on total emissions statewide, which CARB will reduce each year. Regulated facilities will either have to reduce their emissions or purchase allowances on the open market, which will give them a financial incentive to reduce emissions and will ensure that total annual emissions from the industrial sector will not exceed the declining statewide cap.

California has also adopted the "Renewable Portfolio Standard" for electric power generation, which requires that at least 33 percent of the state's electric power must come from renewable sources by 2020, and at least 50 percent must come from renewables by 2030. To complement these efforts on electricity generation, the state has also committed to increasing the energy efficiency of existing buildings by 50 percent by 2050 in order to reduce energy demand.

California has also adopted regulatory measures aimed at reducing GHG emissions from mobile sources. These measures are referred to as the "Pavley" standards for motor vehicle emissions and the state's Low Carbon Fuel Standard, which set limits on the carbon intensity of transportation fuels. California has also adopted SB 375, the Sustainable Communities and Climate Protection Act of 2008, which requires regional transportation and land use planning agencies to develop coordinated plans, called "Sustainable Communities Strategies," to reduce GHG emissions from the transportation sector by promoting denser development and alternatives to driving. The current Sustainable Communities Strategy for the Bay Area is *Plan Bay Area 2050*, was adopted by the Metropolitan Transportation Commission and the Association of Bay Area Governments in October 2021 (ABAG, 2021a).

The Air District supports these statewide goals through action at the regional level. The Air District has committed to reducing the Bay Area's regional GHG emissions to 80 percent below 1990 levels by 2050, as noted above. The Air District has also committed to a broad suite of specific measures to address GHGs in the 2017 Clean Air Plan, *Spare the Air, Cool the Climate*. That document lays out the Air District's vision for what the Bay Area may look like in a post-carbon year 2050 and describes policies and actions that the region needs to take in the near- to mid-term to achieve these goals.

## Significance Criteria

The Air District's 2022 CEQA Air Quality Guidelines (BAAQMD, 2022) established GHG thresholds for specific projects, general plans, and regional plans. An air quality rule does not fall neatly into any of these categories. Air quality rules are typically regional in nature, as opposed to general plans and community plans. In addition, air quality rules are usually specific to particular source types and particular pollutants.

The Air District's 2022 CEQA Air Quality Guidelines (BAAQMD, 2022) established a GHG threshold for air quality plans of "no net increase in emissions," which is appropriate for air quality plans because they include a mix of control measures with individual trade-offs. For example, one control measure may result in combustion of methane to reduce GHG emissions, while increasing criteria pollutant combustion emissions by a small amount. Those increases from the methane

measure would be offset by decreases from other measures focused on reducing criteria pollutants. In a particular rule development effort, there may not be opportunities to make these trade-offs.

The project-level GHG threshold for stationary source projects is 10,000 metric tons of carbon dioxide equivalent (CO<sub>2</sub>eq) emissions under the Air District draft CEQA Guidelines. This threshold is expected to capture approximately 95 percent of all GHG emissions from new permit applications from stationary sources within the jurisdiction of the Air District. The threshold level was calculated as an average of the combined CO<sub>2</sub> emissions from all stationary source permit applications submitted to the Air District during the three-year analysis period (BAAQMD, 2022). The project-level GHG significance thresholds of 10,000 MT CO<sub>2</sub>eq will be used to evaluate the cumulative GHG impacts associated with proposed amendments to Rule 8-18.

## Discussion of Impacts

**8. a). Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment? Less Than Significant.** The analysis of GHG emissions is a different analysis than for criteria pollutants for the following reasons. For criteria pollutant, significance thresholds are based on daily emissions because attainment or non-attainment is typically based on daily exceedances of applicable ambient air quality standards. Further, several ambient air quality standards are based on relatively short-term exposure effects to human health, e.g., one-hour and eight-hour. Using the half-life of CO<sub>2</sub>, 100 years for example, the effects of GHGs are longer-term, affecting the global climate over a relatively long timeframe. Most GHGs do not have human health effects like criteria pollutants. Rather, it is the increased accumulation of GHGs in the atmosphere that may result in global climate change. Due to the complexity of conditions and interactions affecting global climate change, it is not possible to predict the specific impact, if any, attributable to GHG emissions associated with a single project. Furthermore, the GHG emissions associated with a single project would be small relative to total global or even state-wide GHG emissions. Thus, the significance of potential impacts from GHG emissions related to proposed projects are analyzed for long-term operations on a cumulative basis.

The amendments to Rule 8-18 would result in more monitoring and could result in the need for additional maintenance and leak repair. Since the refineries and other industrial facilities have existing monitoring programs, it is expected that the existing contractors or employees may conduct additional inspections, monitoring, or sampling activities while onsite. In addition, the increase in monitoring and identification of additional leaks could lead to additional repairs. Because of the number of facilities potentially affected, it is assumed that up to five new employees may be hired in the Bay Area to complete the additional monitoring and repair. The new employees are expected to come from the large labor pool in the Bay Area of over four million people.

CalEEMod was used to estimate the potential GHG emissions that would be generated by the use of vehicles to transport additional workers. It was assumed that up to 5 new employees would be employed from the Bay Area, working 5 days a week and 52 weeks a year. The estimated annual GHG emissions associated with five work vehicles would be 977 metric tons/year of CO<sub>2</sub>e. This can be compared to the significance criteria of 10,000 MT/year CO<sub>2</sub>e. Therefore, the potential GHG emission increases for new employees traveling in the Bay Areas is expected to be well

below the significance criteria and less than significant. Further, assuming an increase of 5 employees to be driving every day is conservative and does not assume workers would carpool, use transit, or use walking or biking modes to get to work.

The overall objective of the proposed amendments to Rule 8-18 is to minimize total organic compound emissions, from fugitive components at industrial facilities. The rule requires repair of any components found to be leaking above specified amounts. Since the proposed amendments would result in additional monitoring as a result of incorporating a new subset of components in heavy liquid service, more leaks would potentially be found and repaired, which is expected to result in a reduction in total organic compounds, including methane.

**8. b). Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases? No Impact.** The proposed amendments to Rule 8-18 will not conflict with any plans, policies, or regulations addressing climate change. The Air District adopted AB 617 Expedited BARCT Implementation Schedule in December 2018. As part of the schedule, the Air District identified potential efforts to develop amendments to Rule 8-18 to reduce emissions from fugitive components. Therefore, the proposed project will not conflict with or obstruct implementation of an applicable GHG reduction plan, policy or regulation.

The Air District's 2017 Clean Air Plan, *Spare the Air, Cool the Climate* outlines a strategy for achieving the Bay Area's clean air goals by reducing emissions of ozone precursors, particulate matter, TACs, GHGs, and other pollutants in the region. The proposed amendments to Rule 8-18 would support the Air District's objectives of reducing ozone precursors and GHG emissions. Therefore, the proposed project would implement portions of the 2017 Clean Air Plan.

California's regulatory setting for GHG emissions ensures that most of the existing and foreseeable GHG emission sources are subject to one or more programs aimed at reducing GHG emission levels. The GHG emissions from refineries and other industrial facilities are regulated under CARB's Mandatory Reporting Rule and the AB 32 Cap-and-Trade regulations. Since refineries are included in the AB32 Cap-and-Trade Program, an allowance (offset) in an amount equal to the emissions from non-biogenic sources are required to be provided for stationary sources. It should be noted that the proposed Rule 8-18 amendments will not result in an increase in GHG emissions from stationary sources. Therefore, the proposed project would not conflict with any regulatory efforts to achieve the state and regional GHG emission reduction goals under CARB's Scoping Plan, the District's 2017 Clean Air Plan, *Plan Bay Area 2050*, or any other local climate action plan.

## Conclusion

Based upon these considerations, no significant GHG emissions or climate change impacts are expected due to implementation of the proposed amendments to Rule 8-18.

	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
<b>IX. HAZARDS &amp; HAZARDOUS MATERIALS.</b>				
Would the project:				
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Emit hazardous emissions or involve handling hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Be located on a site that is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) For a project located within an airport land use plan or, where such a plan has not been adopted, be within two miles of a public airport or public use airport, and result in a safety hazard for people residing or working in the project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g) Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

## Environmental Setting

### Generation and Disposal of Hazardous Materials and Waste

Materials and waste may be considered hazardous if they are poisonous (toxic); can be ignited by open flame (ignitable); corrode other materials (corrosive); or react violently, explode, or generate vapors when mixed with water (reactive). The term “hazardous material” is defined in the State of California’s Health and Safety Code, Chapter 6.95, Section 25501(o) as any material that, because of quantity, concentration, or physical or chemical characteristics, poses a significant present or potential hazard to human health and safety or to the environment.

Various hazardous materials are commonly transported, stored, used, and disposed of in activities such as construction, industry (both light and heavy), dry cleaning, film processing, landscaping, automotive maintenance and repair, and common residential/commercial maintenance activities. The use, transport, storage, and disposal of hazardous materials is regulated by the U.S. Environmental Protection Agency (U.S. EPA) and California Environmental Protection Agency (CalEPA) as well as the California Air Resources Board (CARB), California Department of Pesticide Regulation, California Department of Toxic Substances Control (DTSC), Office of Environmental Health Hazard Assessment (OEHHA), State Water Resources Control Board (SWRCB), and California Department of Public Health Center for Environmental Health.

### Transportation of Hazardous Materials and Waste

Hazardous materials, hazardous wastes, and petroleum products are a subset of the goods routinely shipped along the transportation corridors. In California, unless specifically exempted, it is unlawful for any person to transport hazardous wastes unless the person holds a valid registration issued by DTSC. DTSC maintains a list of active registered hazardous waste transporters throughout California, and the California Department of Public Health regulates the haulers of hazardous waste. Shipments of hazardous materials and wastes include a wide variety of chemicals, such as petroleum products, medical waste, and radioactive materials. Each movement of hazardous materials/wastes has a degree of risk, depending on the material being moved, the mode of transport, and numerous other factors. On a tonnage basis, petroleum products make up the majority—more than 80 percent—of hazardous material moved around the State (ABAG, 2021).

### Industrial Hazards

Hazards at a facility can occur due to natural events, such as earthquake, and non-natural events, such as mechanical failure or human error. A hazard analysis generally considers compounds or physical forces that can migrate off-site and result in acute health effects to individuals outside of the proposed project site. The risk associated with a facility is defined by the probability of an event and the consequence (or hazards) should the event occur.

The major types of public safety risks at industrial facilities consist of risk from accidental releases of regulated substances and from major fires and explosions. Shipping, handling, storing, and disposing of hazardous materials inherently poses a certain risk of a release to the environment.

The regulated substances currently handled by refineries, chemical plants, and facilities loading and storing organic liquids in bulk vary but can include flammable products, such as propane, butane, isobutane, gasoline, fuel oils, diesel, and other products, which pose a risk of fire and explosion.

A hazard analysis generally considers the compounds or physical forces that can migrate off-site and result in acute health effects to individuals outside of the industrial facility boundaries. It should be noted that hazards exist to workers on-site. However, the workers are trained in fire and emergency response procedures, wear protective clothing, have access to respiratory protection, and so forth. Therefore, workers could be exposed to hazards and still be protected because of training and personal protective equipment. The general public does not typically have access to these safety measures and, therefore, could be adversely affected if a hazard situation results in impacts to areas off-site.

The potential hazards associated with industrial activities are a function of the materials being processed, processing systems, and procedures used to operate and maintain the facility. The hazards that are likely to exist are identified by the physical and chemical properties of the materials being handled and their process conditions, and can include the following events:

**Exposure to Toxic Gas Clouds:** Toxic gas clouds, (gases, e.g., hydrogen sulfide), could form a dense cloud and migrate off-site, thus, exposing individuals to toxic materials. “Worst-case” conditions tend to arise when very low wind speeds coincide with an accidental release, which can allow the chemicals to accumulate as a dense cloud rather than disperse.

**Exposure to Flame Radiation:** Flame (thermal) radiation is the heat generated by a fire and the potential impacts associated with exposure to it. Exposure to thermal radiation would result in burns, the severity of which would depend on the intensity of the fire, the duration of exposure, and the distance of an individual to the fire.

Thermal radiation can be caused by a pool fire (fire of spilled material), torch fire (rupture of line followed by ignition), boiling liquid-expanding vapor explosion (BLEVE) of a pressurized storage vessel and/or flash fires (ignition of slow-moving flammable vapors).

**Exposure to Explosion Overpressure:** Process vessels containing flammable explosive vapors and potential ignition sources are present at the refineries. Explosions may occur if the flammable/explosive vapors come into contact with an ignition source. The greatest threat to off-site receptors could occur from a vapor cloud explosion (release, dispersion, and explosion of a flammable vapor cloud), or a confined explosion (ignition and explosion of flammable vapors within a building or confined area). An explosion could cause impacts to individuals and structures in the area due to overpressure.

**Exposure to Contaminated Water:** An upset condition and spill has the potential to adversely affect ground water and water quality. A spill of hazardous materials could occur under upset conditions, e.g., earthquake, tank rupture, and tank overflow. In the event of

a spill, materials could migrate off-site if secondary containment and appropriate spill control measures are not in place.

## Regulatory Background

There are many federal and state rules and regulations that facilities handling hazardous materials must comply with which serve to minimize the potential impacts associated with hazards at these facilities.

Under the Occupational Safety and Health Administration (OSHA) regulations [29 Code of Federal Regulations (CFR) Part 1910], facilities which use, store, manufacture, handle, process, or move highly hazardous materials must prepare a fire prevention plan. In addition, 29 CFR Part 1910.119, Process Safety Management (PSM) of Highly Hazardous Chemicals, and Title 8 of the California Code of Regulations, General Industry Safety Order §5189, specify required prevention program elements to protect workers at facilities that handle toxic, flammable, reactive, or explosive materials.

Section 112 (r) of the Clean Air Act Amendments of 1990 [42 U.S.C. 7401 et. Seq.] and Article 2, Chapter 6.95 of the California Health and Safety Code require facilities that handle listed regulated substances to develop Risk Management Programs (RMPs) to prevent accidental releases of these substances, U.S. EPA regulations are set forth in 40 CFR Part 68. In California, the California Accidental Release Prevention (CalARP) Program regulation (CCR Title 19, Division 2, Chapter 4.5) was issued by the Governor's Office of Emergency Services (OES). RMPs are documents prepared by the affected owner or operator of a stationary source containing detailed information including: (1) regulated substances held onsite at the stationary source; (2) offsite consequences of an accidental release of a regulated substance; (3) the accident history at the stationary source; (4) the emergency response program for the stationary source; (5) coordination with local emergency responders; (6) hazard review or process hazard analysis; (7) operating procedures at the stationary source; (8) training of the stationary source's personnel; (9) maintenance and mechanical integrity of the stationary source's physical plant; and (10) incident investigation. California updated the CalARP Program in October 2017, along with the state's PSM program, in response to an accident at the Chevron Richmond Refinery.

Affected facilities that store materials are required to have a Spill Prevention Control and Countermeasures (SPCC) Plan per the requirements of 40 Code of Federal Regulations, Section 112. The SPCC is designed to prevent spills from on-site facilities and includes requirements for secondary containment so spilled materials would not migrate off-site, provides emergency response procedures, establishes training requirements, and so forth.

The Hazardous Materials Transportation (HMT) Act is the federal legislation that regulates transportation of hazardous materials. The primary regulatory authorities are the U.S. Department of Transportation, the Federal Highway Administration, and the Federal Railroad Administration. The HMT Act requires that carriers report accidental releases of hazardous materials to the Department of Transportation at the earliest practical moment (49 CFR Subchapter C). The California Department of Transportation (Caltrans) sets standards for trucks in California. The regulations are enforced by the California Highway Patrol, among others.

California Health and Safety Code Section 25500 et seq., codifying Assembly Bill 2185 (Maxine Waters 1985), requires local agencies to regulate the storage and handling of hazardous materials and requires development of a business plan to mitigate the release of hazardous materials. Businesses that handle any of the specified hazardous materials must submit to government agencies (i.e., fire departments), an inventory of the hazardous materials, an emergency response plan, and an employee training program. The information in the business plan can then be used in the event of an emergency to determine the appropriate response action, the need for public notification, and the need for evacuation.

Contra Costa County has adopted an industrial safety ordinance that addresses the human factors that lead to accidents. The ordinance requires stationary sources to develop a written human factors program that considers human factors as part of process hazards analyses, incident investigations, training, and operating procedures, among others.

## Significance Criteria

The proposed project impacts associated with hazards will be considered significant if any of the following occur:

- Non-compliance with any applicable design code or regulation.
- Non-conformance with National Fire Protection Association standards.
- Non-conformance with regulations or generally accepted industry practices related to operating policy and procedures concerning the design, construction, security, leak detection, spill containment or fire protection.
- Exposure to hazardous chemicals in concentrations equal to or greater than the Emergency Response Planning Guideline (ERPG) 2 levels.
- Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment.
- Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school.
- Exacerbate the risk of wildland fires, associated pollutant release, potential for flooding and landslides due to projected land use patterns and infrastructure in or near very high hazard severity fire zones.

## Discussion of Impacts

**9. a). Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials? No Impact.**

**9. b). Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment? No Impact.** The proposed amendments to Rule 8-18 are designed to require monitoring and minimize total organic compound (including methane) emissions from refineries, chemical plants, and facilities loading and storing organic liquids in bulk. The proposed

amendments may result in additional monitoring and repair of equipment found to be leaking. However, the proposed amendments would not result in new equipment or construction activities, and would not introduce any new hazards or require the use of hazardous materials associated with operational activities.

Health and Safety Code §25506 specifically requires all businesses handling hazardous materials to submit a business emergency response plan to assist local administering agencies in the emergency release or threatened release of a hazardous material. Business emergency response plans generally require the following:

- Types of hazardous materials used and their locations;
- Training programs for employees including safe handling of hazardous materials and emergency response procedures and resources.
- Procedures for emergency response notification;
- Proper use of emergency equipment;
- Procedures to mitigate a release or threatened release of hazardous materials and measures to minimize potential harm or damage to individuals, property, or the environment; and
- Evacuation plans and procedures.

Hazardous materials at existing facilities would continue to be used in compliance with established OSHA or Cal/OSHA regulations and procedures, including providing adequate ventilation, using recommended personal protective equipment and clothing, posting appropriate signs and warnings, and providing adequate worker health and safety training. The exposure of employees is regulated by Cal-OSHA in Title 8 of the CCR. Specifically, 8 CCR 5155 establishes permissible exposure levels (PELs) and short-term exposure levels (STELs) for various chemicals. These requirements apply to all employees. The PELs and STELs establish levels below which no adverse health effects are expected. These requirements protect the health and safety of the workers, as well as the nearby population including sensitive receptors.

In general, all local jurisdictions and all facilities using a minimum amount of hazardous materials are required to formulate detailed contingency plans to eliminate, or at least minimize, the possibility and effect of fires, explosion, or spills. In conjunction with the California Office of Emergency Services, local jurisdictions have enacted ordinances that set standards for area and business emergency response plans. These requirements include immediate notification, mitigation of an actual or threatened release of a hazardous material, and evacuation of the emergency area.

The above regulations provide comprehensive measures to reduce hazards of explosive or otherwise hazardous materials. Compliance with these and other federal, state and local regulations and proper operation and maintenance of equipment should ensure the potential for

accidental releases of hazardous materials is not significant. The proposed amendments to Rule 8-18 would not add any new equipment, hazardous materials, or create any new hazards to the public or environment.

**9. c). Emit hazardous emissions or involve handling hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?**

**No Impact.** The proposed amendments to Rule 8-18 would not result in any physical changes or modifications that would generate hazardous emissions or result in the handling of hazardous or acutely hazardous materials, substances, or waste. Therefore, no additional hazardous materials or substances would be handled within one-quarter mile of an existing or proposed school due to implementation of the proposed amendments to Rule 8-18. Thus, no increase in hazardous emissions that impact a school site is expected due to the proposed project.

**9. d). Be located on a site that is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment? No Impact.**

Government Code §65962.5 requires creation of lists of facilities that may be subject to Resource Conservation and Recovery Act (RCRA) permits or site cleanup activities. The refineries, chemical plants, and facilities loading and storing organic liquids in bulk affected by the proposed rule amendments are located on lists of facilities that require cleanup activities. The proposed amendments to Rule 8-18 would have no impact on these cleanup actions or otherwise adversely affect the existing Cleanup and Abatement Orders. The Orders will remain in effect and continue to establish requirements for site monitoring and cleanup of existing contamination. The proposed amendments may require additional monitoring and leak repair of fugitive components, but it would not have any impact on cleanup actions or create any additional hazards to the public or the environment associated with cleanup activities.

**9. e). For a project located within an airport land use plan or, where such a plan has not been adopted, be within two miles of a public airport or public use airport, and result in a safety hazard for people residing or working in the project area? No Impact.**

Four of the five refineries affected by the proposed rule amendments are not located within two miles of an airport. Portions of the Marathon Martinez Refinery are located within two miles of the Buchanan Field airport, an airport in the City of Concord. Airport Influence Areas are used in land use planning to identify areas commonly overflowed by aircraft as they approach and depart an airport, or as they fly within established airport traffic patterns. The Buchanan Field Airport Influence Area is defined as the area within 14,000 feet of the ends of the primary surfaces for runways. The Contra Costa County *Airport Land Use Compatibility Plan* Countywide Policy 4.3.5 requires FAA review and approval of any structure over 200 feet in height. Other industrial facilities affected by the amendments to Rule 8-18, including chemical plants, and facilities loading and storing organic liquids in bulk may also be located within two miles of an airport. The proposed amendments to Rule 8-18 may require additional monitoring and leak repairs but will not require the construction of any new equipment or facilities. Therefore, the project is not expected to result in any additional safety risk associated with operations at the Buchanan Field Airport or any other airport in the Bay Area.

**9 f). Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan? No Impact.** Under the proposed amendments, additional monitoring and leak repair of fugitive components may be required but no construction activities or modifications to operations are expected. The existing refineries and affected industrial facilities have prepared, adopted, and implemented emergency response plans and no revisions to the emergency response plans are expected due to the rule amendments as no new equipment would be required. Therefore, implementation of proposed amendments to Rule 8-18 would not impair implementation of or interfere with an adopted emergency response plan or emergency evacuation plans.

**9. g). Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires? No Impact.** The California Department of Forestry and Fire Protection (CalFire) maps areas of significant fire hazard based on fuels, terrain, weather, and other relevant factors. These zones, referred to as Fire Hazard Severity Zones, determine the requirements for special building codes designed to reduce the potential impacts of wildland fires on urban structures. The refineries in the Bay Area are located within a non-Very High Fire Hazard Severity Zone, as the areas are urbanized, are located adjacent to the Bay and marshlands, and are not located adjacent to wildland areas. The refineries are located well outside of Very High Fire Hazard Zones, which indicates that the facilities are not subject to significant wildfire hazard. It is expected that other chemical plants, and facilities loading and storing organic liquids in bulk plants affected by the proposed rule amendments would be located within industrial areas which are also not high fire hazard zones. Implementation of proposed amendments to Rule 8-18 may require additional monitoring and repair if leaks are found, but they would not require new equipment or modification to existing refinery or industrial operations. Therefore, the proposed amendments would not have any impact related to wildland fires. The proposed amendments may have a beneficial impact by reducing TOC emissions which are potentially flammable, thus reducing fire hazards.

## Conclusion

Based upon these considerations, no adverse hazards or hazardous materials impacts are expected due to implementation of the proposed amendments to Rule 8-18.

	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
<b>X. HYDROLOGY / WATER QUALITY. Would the project:</b>				
a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Substantially alter the existing drainage pattern of the site or area, including through alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner that would:				
i) result in substantial erosion or siltation onsite or offsite;	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
ii) substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite;	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
iii) create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff;	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
iv) impede or redirect flood flows?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

## Environmental Setting

The San Francisco Bay estuary system is one of the largest in the country and drains approximately 40 percent of California. Water from the Sacramento and San Joaquin Rivers of the Central Valley flow into what is known as the Delta region, then into the sub-bays, Suisun Bay and San Pablo

Bay, and finally into the Central Bay and out the Golden Gate strait. Some of the fresh water flows through the Delta and into Bay, but much is diverted from the Bay for agricultural, residential, and industrial purposes, as well as delivery to distant cities of southern California as part of state and federal water projects (ABAG, 2021).

The two major drainages, the Sacramento and San Joaquin Rivers, receive more than 90 percent of runoff during the winter and spring months from rainstorms and snowmelt. Other surface waters flow either directly to the bay or Pacific Ocean. The largest watersheds include the Alameda Creek (695 square miles), the Napa River (417 square miles), and the Coyote Creek (353 square miles) watersheds. Of the water segments that make up the San Francisco Bay Estuary, Suisun Bay is the first water body that receives flows from the Sacramento and San Joaquin watershed. The San Francisco Bay estuary includes deep-water channels, tidelands, and marshlands that provide a variety of habitats for plants and animals.

Of the water segments that make up the San Francisco Bay Estuary, Suisun Bay is the first water body that receives flows from the Sacramento and San Joaquin watershed. Much of the land surrounding the Sacramento and San Joaquin watershed is devoted to agricultural and forestry land uses, with some major urban centers that contribute discharges into the rivers. The following major rivers and streams, listed by county, are located in the Bay Area (ABAG, 2021):

- Alameda County: Alameda Creek, San Leandro Creek, and San Lorenzo Creek;
- Contra Costa County: San Pablo Creek;
- Marin County: Corte Madera Creek, Lagunitas Creek, Gallinas Creek, Miller Creek, and Novato Creek;
- Napa County: Huichica Creek and Napa River;
- San Mateo County: Cordilleras Creek, San Mateo Creek, and Sanchez Creek;
- Santa Clara County: Adobe Creek, Coyote Creek, Guadalupe River, Llagas Creek (drains to the Pacific Ocean via the Pajaro River), Los Gatos Creek, Permanente Creek, San Francisquito Creek, and Stevens Creek;
- Solano County: Green Valley Creek, Napa River, Putah Creek, and Suisun Creek; and
- Sonoma County: Petaluma River, Russian River, Santa Rosa Creek, and Sonoma Creek.

The quality of surface water resources in the Bay Area varies considerably and is locally affected by point-source (i.e., emitted from a single point) and nonpoint-source (i.e., diffuse) discharges. Point sources, such as wastewater treatment effluent and industrial waste discharges, are often regulated and monitored to avoid adverse effects on water quality. Nonpoint-source pollutants are transported into surface waters through rainfall, air, and other pathways. Nonpoint-source pollutants are the leading cause of water quality degradation in the region's waterways. Stormwater runoff is estimated to contribute more heavy metals to San Francisco Bay than direct municipal and industrial dischargers, as well as significant amounts of motor oil, paints, chemicals, debris, grease, and detergents. Runoff in storm drains may also include pesticides and herbicides from landscaping products and bacteria from animal waste. Most urban runoff flows untreated into creeks, lakes, and San Francisco Bay (ABAG, 2021)

The San Francisco Bay Regional Water Quality Control Board (RWQCB), the main agency charged with protecting and enhancing surface water and groundwater quality in the Bay Area,

has classified the San Francisco Bay and many of its tributaries as impaired for various water quality constituents, as required by the Clean Water Act (CWA). The San Francisco Bay RWQCB implements the Total Maximum Daily Load (TMDL) Program for impaired water bodies, which involves determining a safe level of loading for each problem pollutant, determining the pollutant sources, allocating loads to all of the sources, and implementing the load allocations. Within the Bay Area region, the 2018 303(d) list (applied to impaired water bodies) includes nearly 350 listings for approximately 130 water bodies. Nearly 120 of these listings have an associated TMDL established. Primary pollutants for which a TMDL has been established on Bay Area surface waters include diazinon (a pesticide), PCBs, the metals mercury and selenium, pathogens, and indicator bacteria. RWQCB staff are currently developing TMDL projects or studies to address more than 190 additional listing (ABAG, 2021).

A groundwater basin is an area underlain by permeable materials capable of storing a significant amount of water. Groundwater basins are closely linked to local surface waters. As water flows from the hills toward San Francisco Bay, it percolates through permeable soils into the groundwater basins. The entire Bay Area region is divided into a total of 28 groundwater basins. Groundwater is used for numerous purposes, including municipal and industrial water supply, in the Bay Area; however, it accounts for only about 5 percent of total water consumption. Although some of the larger basins (such as Santa Clara Valley, Napa-Sonoma Valley, and Petaluma Valley) can produce large volumes of groundwater and generally have good water quality, many of the groundwater basins in the Bay Area are relatively thin and yield less water. Further, portions of the Bay Area have poor water quality as a result of past industrial uses or intrusion of brackish bay water. Because of water quality and available resources, water supply for much of the Bay Area is provided by imported water supplies through water conveyance facilities, such as the Hetch Hetchy Aqueduct, the Mokelumne Aqueduct, and the North and South Bay Aqueduct (ABAG, 2021).

Wastewater treatment in the Bay Area is provided by various agencies as well as individual city and towns wastewater treatment systems. Some treatment plants serve individual cities while others serve multiple jurisdictions. More than 50 agencies provide wastewater treatment throughout the Bay Area. In addition, some industrial facilities operate wastewater treatment facilities to treat wastewater as part of their operations. Others discharge wastewater to off-site wastewater treatment facilities under an industrial wastewater discharge permit.

## Regulatory Background

The Federal Clean Water Act of 1972 primarily establishes regulations for pollutant discharges into surface waters in order to protect and maintain the quality and integrity of the nation's waters. This Act requires industries that discharge wastewater to municipal sewer systems to meet pretreatment standards. The regulations authorize the U.S. EPA to set the pretreatment standards. The regulations also allow the local treatment plants to set more stringent wastewater discharge requirements, if necessary, to meet local conditions.

The 1987 amendments to the Clean Water Act enabled the U.S. EPA to regulate, under the National Pollutant Discharge Elimination System (NPDES) program, discharges from industries and large municipal sewer systems. The U.S. EPA set initial permit application requirements in

1990. The State of California, through the State Water Resources Control Board, has authority to issue NPDES permits, which meet U.S. EPA requirements, to specified industries.

The Porter-Cologne Water Quality Act is California's primary water quality control law. It implements the state's responsibilities under the Federal Clean Water Act but also establishes state wastewater discharge requirements. The Regional Water Quality Control Board administers the state requirements as specified under the Porter-Cologne Water Quality Act, which include storm water discharge permits. The water quality in the Bay Area is under the jurisdiction of the San Francisco Bay Regional Water Quality Control Board.

In response to the Federal Act, the State Water Resources Control Board prepared two state-wide plans in 1991 and 1995 that address storm water runoff: the California Inland Surface Waters Plan and the California Enclosed Bays and Estuaries Plan, which have been updated in 2005 as the Policy for Implementation of Toxics Standards for Inland Surface Waters, Enclosed Bays, and Estuaries of California. Enclosed bays are indentations along the coast that enclose an area of oceanic water within distinct headlands or harbor works. San Francisco Bay, and its constituent parts, including Carquinez Strait and Suisun Bay, fall under this category.

The San Francisco Bay Basin Plan identifies the: (1) beneficial water uses that need to be protected; (2) the water quality objectives needed to protect the designated beneficial water uses; and (3) strategies and time schedules for achieving the water quality objectives. The beneficial uses of the Carquinez Strait that must be protected which include water contact and non-contact recreation, navigation, ocean commercial and sport fishing, wildlife habitat, estuarine habitat, fish spawning and migration, industrial process and service supply, and preservation of rare and endangered species.

The Sustainable Groundwater Management Act (SGMA) was enacted in September of 2014. Pursuant to SGMA, sustainable groundwater management is the management and use of groundwater in a manner that can be maintained during a 50-year planning and implementation horizon without causing undesirable results. The SGMA requires all groundwater basins of high or medium priority to prepare Groundwater Sustainability Plans (GWP). Sonoma, Napa, Solano, Contra Costa, Alameda and Santa Clara counties include basins designated as high or medium priority.

## Significance Criteria

### Water Demand:

- The existing water supply does not have the capacity to meet the increased demands of the project, or the project would use more than 263,000 gallons per day of potable water.

### Water Quality:

- The project will cause degradation or depletion of ground water resources substantially affecting current or future uses.

- The project will cause the degradation of surface water substantially affecting current or future uses.
- The project will result in a violation of National Pollutant Discharge Elimination System (NPDES) permit requirements.
- The capacities of existing or proposed wastewater treatment facilities and the sanitary sewer system are not sufficient to meet the needs of the project.
- The project results in substantial increases in the area of impervious surfaces, such that interference with groundwater recharge efforts occurs.
- The project results in alterations to the course or flow of floodwaters.

## Discussion of Impacts

**10. a). Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality? No Impact.** Process wastewater, sanitary sewage, and most of the storm water runoff from the refineries are collected and managed in the existing wastewater treatment systems that are regulated by an NPDES permit. Other industrial facilities may also have wastewater treatment systems or may discharge to third party wastewater treatment facilities. The proposed amendments to Rule 8-18 are designed to require monitoring and minimization of total organic and methane emissions from fugitive components at refineries and other industrial facilities. The proposed rule amendments would require more monitoring and repair, if equipment was found to be leaking. However, the proposed rule amendments will not require additional control equipment. No construction activities are required and no changes in the operations of the facilities are expected. Therefore, no increase in water use or wastewater generation would occur. Further, the proposed amendments to Rule 8-18 would not result in any increase in water runoff or wastewater discharge, would not result in water quality impacts, would not result in the degradation of surface water, and would not result in any violation of NPDES permits, as no construction activities and no change in operations that could generate wastewater would occur.

**10. b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin? No Impact.**

**10. e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan? No Impacts.** The proposed amendments to Rule 8-18 are designed to require monitoring and minimization of total organic and methane emissions from fugitive components at refineries, chemical plants, and facilities loading and storing organic liquids in bulk. The rule amendments would not require additional control equipment to be installed. No construction activities are required and no changes in operations that would require the use of additional water are expected. Therefore, the proposed Rule 8-18 amendments will not impact water demand or interfere with groundwater recharge or cause any notable change in the groundwater table level.

**10. c). Substantially alter the existing drainage pattern of the site or area, including through alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner that would: i) result in substantial erosion or siltation onsite or offsite; ii) substantially increase the rate or amount of surface runoff in a manner which would result**

**in flooding on- or offsite; iii) create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; iv) impede or redirect flood flows? No Impact.** The proposed amendments to Rule 8-18 are designed to require monitoring and minimization of total organic and methane emissions from fugitive components at refineries and other industrial facilities. The rule amendments would not require additional control equipment to be installed at any affected facility. The proposed rule amendments would not result in the construction of additional impervious surfaces or any activities that could increase storm water runoff. There are no streams, rivers or other natural drainage within the confines of the existing refineries or other industrial facilities that would be impacted by the proposed amendments. Most rainwater and surface runoff within the existing industrial areas are controlled, collected, and treated within the existing wastewater treatment plants. Therefore, no significant adverse impacts to storm water runoff or existing drainage patterns are expected as a result of the proposed Rule 8-18 amendments.

**10. d). In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation? No Impact.** As mapped on the National Flood Insurance Program Flood Insurance Rate Maps prepared by the Federal Emergency Management Agency, the operating portions of the Bay Area refineries are designated Zone X, which means that it is an area determined to be an area of minimal flood hazard (outside the 0.2 percent annual chance floodplain) (FEMA, 2023). Industrial facilities in general are also not located with flood hazard areas. The proposed amendments to Rule 8-18 would not require any new equipment and no new equipment would be located in flood hazard zones. Therefore, the proposed amendments to Rule 8-18 would not create or increase risks from flooding or expose people or structures to significant risk of loss, injury or death involving flooding.

A seiche is a tidal change in an enclosed or semi-enclosed water body caused by sustained high winds or an earthquake. Tsunamis are seismically induced sea waves that, upon entering shallow near-shore waters, may reach heights capable of causing widespread damage to coastal areas. The waterfront area adjacent to the Suisan Bay is at risk of inundation from tsunamis that could be generated in the Pacific Ocean, San Francisco Bay, or Carquinez Strait. The area that is at risk of inundation from tsunamis along the waterfront is mostly marshland. Since no new equipment is required, the proposed rule amendments would not result in increased risk of inundation by seiche, tsunami, or mudflow.

## Conclusion

Based upon these considerations, no adverse hydrology or water quality impacts are expected due to implementation of the proposed amendments to Rule 8-18.

	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
<b>XI. LAND USE / PLANNING.</b> Would the project:				
a) Physically divide an established community?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

## Environmental Setting

The BAAQMD covers all of Alameda, Contra Costa, Marin, San Francisco, San Mateo, Santa Clara, and Napa Counties and portions of southwestern Solano and southern Sonoma Counties. The area of coverage is vast (about 5,600 square miles), so that land uses vary greatly and include commercial, industrial, residential, agricultural, and open space uses. The Bay Area includes 101 cities, with San Jose, San Francisco, and Oakland representing the largest urban centers. The counties with the highest population are Santa Clara, Alameda, and Contra Costa (ABAG, 2021).

The land uses surrounding the San Francisco Bay tend to be more intensely developed, particularly from San Francisco south along the peninsula to Santa Clara County, and from Contra Costa County south through Alameda County to Santa Clara County. These areas also include extensive networks of open space. The counties north of the bay (Marin, Sonoma, and Napa) are more sparsely developed with a combination of suburban development, smaller cities and towns, and agricultural areas of the Bay Area. The East Bay (away from the bay margins) and Solano County further to the east, tend to be more suburban in character, with heavy industry related to refineries, as well as areas of agricultural activities (ABAG 2021).

Proposed Rule 8-18 amendments would affect refineries, chemical plants, and facilities loading and storing organic liquids in bulk in the Bay Area, which all tend to be located in heavy industrial areas.

## Regulatory Background

Land uses are generally protected and regulated by the City and/or County General Plans through land use and zoning requirements.

In 1965, the McAteer-Petris Act (California Government Code, Section 66600 et seq.) established the San Francisco Bay Conservation and Development Commission to regulate development on and adjacent to the San Francisco Bay. The mandate of this Commission is to protect the Bay and the quality of its waters; to maximize public access to the Bay; to allow planned, controlled

development along the Bay, particularly water-oriented land uses; to restrict uncoordinated and haphazard filling of the Bay; and to maintain salt ponds and managed wetlands along the Bay. The Commission developed the San Francisco Bay Plan (BCDC, 2020) as a comprehensive and enforceable plan for fulfilling its legislated mandate.

The Bay Plan identifies five high priority uses of the Bay and shoreline for which shoreline areas should be reserved. These “priority uses” are ports, water-related industry, airports, wildlife refuges, and water-related recreation (BCDC, 2020).

## Significance Criteria

The proposed project impacts will be considered significant on land use and planning if the project conflicts with the land use and zoning designations established by local jurisdictions, or any applicable habitat conservation or natural community conservation plan.

## Discussion of Impacts

**11. a). Physically divide an established community? No Impact.** The proposed amendments to Rule 8-18 are designed to require monitoring and minimization of total organic emissions from fugitive components at industrial facilities. The rule amendments would not require additional control equipment or any other equipment to be installed at any of the affected facilities, only increased monitoring and maintenance would be required. No construction activities are required and no changes in the operations or configurations at existing refineries or other industrial facilities are expected. Thus, the proposed project would not result in impacts that would physically divide an established community.

**11. b). Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect? No Impact.** As discussed in 11.a) above, the proposed amendments would not require the installation of any new equipment. Land uses surrounding the refineries and other industrial facilities are primarily industrial. The General Plans and land use plans for areas with industrial land uses, such as Contra Costa County, allow for and encourage the continued use of industrial land uses within their respective communities. The proposed amendments to Rule 8-18 would not conflict with any applicable land use plan, policy or regulation of an agency, because no new equipment would be required. The jurisdictions with land use approval recognize and support the continued use of industrial facilities and the proposed amendments to Rule 8-18 would not interfere with those land use policies or objectives.

## Conclusion

Based upon these considerations, no adverse land use impacts are expected due to implementation of the proposed amendments to Rule 8-18.

	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
<b>XII. MINERAL RESOURCES.</b> Would the project:				
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

## Environmental Setting

Most of the mineral resources in the Bay Area are located in the populated plains or valleys, as opposed to the mountainous areas. The major mineral resources recovered in the Bay Area are: (1) construction materials, such as limestone and oyster shells (used in the manufacture of cement), sand and gravel, and crushed stone; (2) energy sources, such as gas, oil, and geothermal power; and (3) salines. Historically, most mineral products have been used locally to fulfill the need for construction materials and to supply energy (ABAG, 2021).

According to the California Department of Conservation Division of Mines and Geology’s Aggregate Resources Map, two Aggregate Resource areas are located in the Bay Area. North San Francisco has 492 million tons of permitted aggregate reserves sector and South San Francisco has 1,320 million tons of permitted reserves. Other smaller aggregate production areas in the Bay Area include Fremont, Pleasanton, Santa Clara, Santa Cruz, among others (California Geological Survey, 2018).

## Regulatory Background

Mineral resources are generally protected and regulated by the City and/or County General Plans through land use and zoning requirements.

## Significance Criteria

The proposed project impacts on mineral resources will be considered significant if:

- The project would result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state.

- The proposed project results in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan.

## Discussion of Impacts

**12. a). Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state? No Impact.**

**12. b). Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan? No Impact.** The proposed amendments to Rule 8-18 are not associated with any action that would result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state, or of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan. The proposed amendments to Rule 8-18 are designed to require monitoring and minimization of total organic emissions from fugitive components at refineries, chemical plants, and facilities loading and storing organic liquids in bulk. The rule amendments would not require additional control equipment to be installed or result in any construction activities or changes in operation. The refinery sites do not contain any known mineral resources including sand, gravel, timber resources, or oil or natural gas reserves. No locally important mineral resources are known to occur at the affected sites. As a result, no adverse impacts on available mineral resources are anticipated.

## Conclusion

Based upon these considerations, no adverse impacts to mineral resources are expected due to implementation of the proposed amendments to Rule 8-18.

	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
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**XIII. NOISE.** Would the project:

- |    |                                                                                                                                                                                                                                                                                         |                          |                          |                          |                                     |
|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|--------------------------|-------------------------------------|
| a) | Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?                                          | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b) | Generation of excessive groundborne vibration or groundborne noise levels?                                                                                                                                                                                                              | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| c) | For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport and expose people residing or working in the project area to excessive noise levels? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

**Environmental Setting**

The ambient noise environment in the urban areas of the Bay Area is defined by a wide variety of noise sources, with the predominant noise source being traffic. Traffic noise exposure is primarily a function of the volume of vehicles per day, the speed of those vehicles, the type of ground surface, the number of those vehicles represented by medium and heavy trucks, the distribution of those vehicles during daytime and nighttime hours, and the proximity of noise-sensitive receptors to the roadway. Existing average traffic noise exposure ranges from 52.6 decibels (dBA) (next to collector and small roads) to a as high as 74.9 dBA (next to freeways). Bus transit also contributes to roadway noise levels. In San Francisco, a large portion of the transit bus fleet is electrified and, consequently, the contribution of bus transit to localized roadway noise levels is decreased (ABAG, 2021).

The Bay Area is also affected by noise from freight and passenger rail operations. While these operations generated significant noise levels in the immediate vicinity of the railways, train operations are intermittent and area railways are widely dispersed. Commuter rail operates with more frequency than standard gauge rail operations but at lower speeds, resulting in lower noise levels. Bay Area Rapid Transit operations can attain higher speeds and have the potential for great noise levels along extended stretches. Based on available data, noise levels from rail operations

with the Bay Area can range from 62 dBA Community Noise Equivalent Level (CNEL) to 81 dBA CNEL (ABAG, 2021).

A wide variety of industrial and other non-transportation noise sources are located within the Bay Area. These include manufacturing plants, landfills, treatment plants, power generation facilities, food packaging plants, lumber mills and aggregate mining facilities, to name a few. Noise generated from these sources varies widely but, in many cases, may be a dominant contributor to the noise environment (ABAG, 2021).

## Regulatory Background

Noise levels related to construction and operation activities are addressed in local General Plan policies and local noise ordinance standards. The General Plans and noise ordinances generally establish allowable noise limits within different land uses including residential areas, other sensitive use areas (e.g., schools, churches, hospitals, and libraries), commercial areas, and industrial areas.

## Significance Criteria

The proposed project impacts on noise will be considered significant if:

- Construction noise levels exceed the local noise ordinances or, if the noise ordinance is currently exceeded, project noise sources increase ambient noise levels by more than three decibels (dBA) at the closest off-site receptor.
- The proposed project operational noise levels exceed any of the local noise ordinances at the site boundary or, if the noise threshold is currently exceeded, project noise sources increase ambient noise levels by more than three dBA at the site boundary.

## Discussion of Impacts

**13. a). Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies? No Impact.** The proposed amendments to Rule 8-18 are designed to require monitoring and minimization of total organic and methane emissions from fugitive components at refineries, chemical plants, and facilities loading and storing organic liquids in bulk. The rule amendments would not require additional control equipment to be installed at industrial facilities or result in any construction activities. Since no construction activities are required, no construction noise impacts would occur.

The existing noise environment at each of the affected refineries and industrial facilities is typically dominated by noise from existing equipment onsite, vehicular traffic around the facilities, trucks entering and exiting the premises and adjacent businesses, noise from other businesses in the area, and rail traffic. The amendments to Rule 8-18 are expected to require additional leak detection and monitoring to assure compliance, which could result in increases in the need for additional maintenance and repair. Since the refineries and most of the industrial facilities already have existing monitoring programs, it is expected that existing contractors or employees may conduct

additional inspections, monitoring or sampling activities while onsite. Inspections, monitoring and sampling activities do not require equipment that generates noise. Any additional repair activities would occur within the confines of existing industrial facilities and would be expected to use hand-held tools that do not generate substantial noise. Therefore, no adverse noise impacts are expected due to implementation of the proposed amendments to Rule 8-18.

**13. b). Generation of excessive groundborne vibration or groundborne noise levels? No Impact.** The proposed project is not expected to generate or expose people to excessive ground borne vibration or ground borne noise. No equipment that generates vibration, e.g., large grading equipment, pile drivers, etc., are required as no construction activities are required to implement the amendments to Rule 8-18. Further, no new industrial equipment is required. Monitoring equipment is not a source of noise. Therefore, the proposed amendments to Rule 8-18 would not generate excessive ground borne vibration or noise.

**13. c). For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport and expose people residing or working in the project area to excessive noise levels? No Impact.** The closest airport to a refinery is Buchanan Field Airport, an airport in the City of Concord. Portions of the Marathon Martinez Refinery are located within two miles of the Buchanan Field Airport. Other industrial facilities may also be located within two miles of a private or public airport. The proposed amendments to Rule 8-18 may require additional monitoring and leak repair but will not require the construction of any new equipment or facilities. The proposed modifications to Rule 8-18 would not result in an increase in noise or place residential or occupational receptors closer to the Buchanan Field Airport or any other airport. Therefore, proposed rule amendments would not expose people residing or working in the Bay Area to excessive noise levels associated with airports.

## Conclusion

Based upon these considerations, no adverse noise impacts are expected due to implementation of the proposed amendments to Rule 8-18.

	Potentially Significant Impact	Less Than Significant Impact with Mitigation Incorporated	Less Than Significant Impact	No Impact
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**XIV. POPULATION / HOUSING.** Would the project:

- |    |                                                                                                                                                                                                  |                          |                          |                                     |                                     |
|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|-------------------------------------|-------------------------------------|
| a) | Induce substantial unplanned population growth in an area either directly (e.g., by proposing new homes and businesses) or indirectly (e.g. through extension of roads or other infrastructure)? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| b) | Displace a substantial number of existing people or housing units, necessitating the construction of replacement housing elsewhere?                                                              | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |

**Environmental Setting**

The BAAQMD covers all of Alameda, Contra Costa, Marin, San Francisco, San Mateo, Santa Clara, and Napa Counties and portions of southwestern Solano and southern Sonoma Counties. The area of coverage is vast (about 5,600 square miles), so that land uses vary greatly and include commercial, industrial, residential, agricultural, and open space uses. Proposed amendments to Rule 8-18 would apply to facilities which are typically located within industrial areas.

Population in the Bay Area in January 2023 was about 7.5 million people, which is about 19 percent of California’s population. The population in California decreased by approximately 138,500 people (0.4 percent) from January 2022 to January 2023 (California Department of Finance, 2023). The population of the Bay Area was predicted to grow to about 10.3 million people by 2050 (ABAG, 2021). Approximately 4 million people in the Bay Area were employed in 2015, and that number is expected to grow to 5.4 million jobs by 2050 (ABAG, 2021).

There has been a mismatch between growth in jobs and growth in housing supply in the Bay Area. Jobs have grown by at least three percent each year since 2012, reaching a peak of over 4 million jobs. The Bay Area has added nearly two jobs for every housing unit built since 1990. This deficit in housing production has resulted in rising housing prices and a limited supply of affordable housing (ABAG, 2021). There were approximately 3 million households in the Bay Area in 2023, an increase of approximately 1 percent from 2022 (California Department of Finance, 2023). The number of households was predicted to increase by an additional 1.4 million by 2050 (ABAG, 2021).

## Regulatory Background

Population and housing growth and resources are generally protected and regulated by the City and/or County General Plans through land use and zoning requirements.

A number of state regulations have been imposed to increase housing, especially affordable housing. California Government Code Sections 65583(a)(1) and 65584 require the preparation of a Regional Housing Needs Allocation to determine each region's existing and projected housing. The RHNA allocates a share of the regional housing need to each city, county, or city and county based on an analysis of population and employment trends and documentation of projections and a quantification of the locality's existing and projected housing needs for all income levels, including extremely low income households, as defined in subdivision (b) of Section 50105 and Section 50106 of the Health and Safety Code.

## Significance Criteria

The proposed project impacts on population and housing will be considered significant if:

- The demand for temporary or permanent housing exceeds the existing supply.
- The proposed project produces additional population, housing or employment inconsistent with adopted plans either in terms of overall amount or location.
- The project displaces substantial numbers of people or existing housing, necessitating the construction of replacement housing elsewhere in excess of that contained in a City or County Housing Element.

## Discussion of Impacts

**14. a). Induce substantial unplanned population growth in an area either directly (e.g., by proposing new homes and businesses) or indirectly (e.g. through extension of roads or other infrastructure)? Less Than Significant.** Population in the Bay Area is currently about 7.5 million people and is expected to grow to about 10.3 million people by 2050 (ABAG, 2021). Approximately 4 million people in the Bay Area were employed in 2015, and that number is expected to grow to 5.4 million jobs by 2050 (ABAG, 2021). The amendments to Rule 8-18 are expected to require additional monitoring to assure compliance, which could result in increases in the need for additional maintenance and repair. Since the refineries and other industrial facilities have existing monitoring programs, it is expected that the existing contractors or employees may conduct additional inspections, monitoring, or sampling activities while onsite. In addition, the increase in monitoring and identification of additional leaks could lead to additional repairs. Because of the number of facilities potentially affected, it is assumed that up to five new employees may be hired in the Bay Area to complete the additional monitoring and repair. The new employees are expected to come from the large labor pool in the Bay Area of over four million people. As such, implementing the proposed rule amendments is not expected to induce substantial population growth in the Bay Area, either directly or indirectly.

**14. b). Displace a substantial number of existing people or housing units, necessitating the construction of replacement housing elsewhere? No Impact.** Because the project modifications will occur within existing industrial facilities located in a highly urbanized area, no housing units will be displaced. Because the labor force could increase by up to five additional employees over historical levels, no additional housing will be necessary to accommodate the labor force as the Bay Area has a labor force of over four million people. Substantial housing growth in the area will not occur as a result of the project modifications. Therefore, no significant adverse population or housing impacts are expected due to implementation of the proposed Rule 8-18 modifications.

## Conclusion

Based upon these considerations, population and housing impacts are expected to be less than significant due to implementation of the proposed amendments to Rule 8-18.



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	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
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**XV. PUBLIC SERVICES.**

a. Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for any of the following public services:

Fire protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Police protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Schools?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Parks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Other public facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

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**Environmental Setting**

The BAAQMD covers all of Alameda, Contra Costa, Marin, San Francisco, San Mateo, Santa Clara, and Napa Counties and portions of southwestern Solano and southern Sonoma Counties. The area of coverage is vast (about 5,600 square miles), so that land uses vary greatly and include commercial, industrial, residential, agricultural, and open space uses. The proposed amendments to Rule 8-18 would generally apply to facilities which are located within industrial areas in the District.

Given the large area covered by the BAAQMD, public services are provided by a wide variety of local agencies.

**Fire Protection**

Fire protection services are managed at the local level, typically by municipalities, counties, fire protection districts, or volunteer fire companies. California Government Code §38611 states that any city organized under general law must establish a fire department unless it is included within the boundaries of an established fire protection district. State and federal lands are generally served by State and federal fire agencies, e.g., CalFire and National Park Service. In some cases, businesses and native tribes manage their own fire departments. Each fire protection agency is

responsible for serving its own prescribed area, but mutual aid agreements are in wide use across the region such that agencies can rely on assistance from neighboring agencies in the case of overwhelming demand (ABAG, 2021).

Each county in the Bay Area, including incorporated cities and towns within those counties, provides emergency medical services to its residents through the training and certification of paramedics and emergency medical technicians. The various departments charged with administering emergency medical services contract with private ambulance services and local fire departments to deploy emergency medical services within their service areas (ABAG, 2021)

### **Police Protection**

Police services are provided on the State, county, and local levels. Police services provide law enforcement in crime prevention, traffic and congestion control, safety management, emergency response, and homeland security. The California Highway Patrol (CHP) is responsible for police protection along the interstate highway systems and provides services for traffic management, emergency response, and protection of the highway system. Each county in the Bay Area has its own sheriff's department responsible for police protection in unincorporated areas of each county. Each incorporated city and town has a police department responsible for police protection within its own jurisdiction (ABAG, 2021).

### **Schools**

Although the California public school system is under the policy direction of the Legislature, the California Department of Education relies on local control for the management of school districts. School district governing boards and district administrators allocate resources among the schools of the district and set education priorities for their schools. Each jurisdiction in the Bay Area provides residents with local public education facilities and services, including elementary, middle, secondary, and post-secondary schools, as well as special and adult education (ABAG, 2021).

### **Parks and Other Public Facilities**

The Bay Area contains over 1 million acres of parks and open space. According to the Bay Area Protected Areas Database compiled by the Bay Area Open Space Council, about 140,000 acres of open space were permanently conserved between 2010 and 2018. While access by the general public to these reserve areas is restricted, the areas are important for the preservation of wildlife habitats and the protection of the environmental and rural characteristics of various parts of the region (ABAG, 2021).

## **Regulatory Background**

City and/or County General Plans usually contain goals and policies to assure adequate public services are maintained within the local jurisdiction.

## Significance Criteria

The proposed project impacts on public services will be considered significant if the project results in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities or the need for new or physically altered government facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response time or other performance objectives.

## Discussion of Impacts

**15. a). Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for any of the following public services: Fire Protection? Police Protection? Schools? Parks? Other public facilities? No Impact.** The existing refineries and most industrial facilities maintain personnel and equipment on-site for fire suppression efforts. Fire hydrants are located throughout the refineries and facilities that store bulk quantities of flammable and combustible products that provide additional fire water flow in the event of an emergency. The proposed amendments to Rule 8-18 would not require construction activities or changes in operations. The amendments would require additional monitoring of fugitive components systems but would not introduce any additional fire hazards to the facilities and no new flammable materials would be required. Increased monitoring for emissions of total organic compounds would be expected to reduce potential fire hazards. It is expected that the refineries and other industrial facilities will continue to maintain equipment and fire response staffing as part of the existing operations, and the proposed amendments would have no adverse impact on fire protection.

Compliance with State and local fire codes minimizes the need for additional fire protection services. All refineries and many industrial facilities have their own emergency response team, along with the local fire department and other emergency services. Since no new equipment or changes in operation are required, the proposed rule amendments would not change the requirements for additional or altered fire protection.

Entry and exit at the existing refineries and industrial facilities are currently monitored and no additional or altered police protection is expected. The facilities are fenced with 24-hour security forces. All monitoring activities that would be implemented due to the proposed rule amendments will occur within the confines of the existing refineries/industrial facilities which already have security measures in place. Therefore, no impacts to the local police department are expected due to additional monitoring and maintenance activities.

As noted in the “Population and Housing” discussion above, the proposed amendments to Rule 8-18 are not expected to induce population growth. The refineries and most of the other affected facilities already have existing monitoring programs. It is expected that the existing contractors or employees may conduct additional inspections, monitoring, or sampling activities while onsite. In addition, the increase in monitoring and identification of additional leaks could lead to

additional repairs. Because of the number of facilities potentially affected, it is assumed that up to five new employees may be hired in the Bay Area to complete the additional monitoring and repair. The new employees are expected to come from the large existing labor pool in the Bay Area of over four million people. Therefore, the increase in local population is minor and no impacts are expected to local schools, parks or other public facilities.

Implementation of the amendments to Rule 8-18 would not result in the need for new or physically altered government facilities in order to maintain acceptable service ratios, response times, or other performance objectives. The facilities affected by the amendments to Rule 8-18 are existing refineries and other industrial facilities for which public services are already required and no increase in the need for such services is expected. There may be an increase of up to five employees but no major increase in population as a result of the adoption of the proposed rule amendments, therefore, no need for physically altered government facilities.

## **Conclusion**

Based upon these considerations, no adverse impacts to public services are expected due to implementation of the proposed amendments to Rule 8-18.

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	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
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**XVI. RECREATION.** Would the project:

- |                                                                                                                                                                                              |                          |                          |                          |                                     |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|--------------------------|-------------------------------------|
| a) Increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b) Include recreational facilities or require the construction or expansion of recreational facilities that might have an adverse physical effect on the environment?                        | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

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## Environmental Setting

The Bay Area contains approximately 1.4 million acres of parks and open space. According to the Bay Area Protected Areas Database compiled by the Bay Area Open Space Council, about 140,000 acres of open space were permanently conserved between 2010 and 2018. While access by the general public to these reserve areas is restricted, the areas are important for the preservation of wildlife habitats and the protection of the environmental and rural characteristics of various parts of the region (ABAG, 2021).

Parks and open space are generally categorized according to their size and amenities. Smaller parks, such as pocket parks, neighborhood parks, community parks, urban forests, and community gardens, serve local communities, typically are located in urbanized areas, and often include a wide range of improvements from playing fields and picnic areas to playgrounds and fitness trails. These parks are most often managed by local park districts or municipalities, which typically set minimum standards for park acreage based on their population. Larger open space areas, such as regional parks, greenbelts, trails and pathways, natural and wildlife preserves, some private farmlands, some public rangelands, State parks, and federal parks, serve a broader geographic range, typically are located outside of major urbanized areas, and generally include fewer improvements. Management of these parks is divided among a range of organizations and agencies, including regional park districts, State and federal government, private individuals, and nonprofit land trusts. (ABAG, 2021).

## Regulatory Background

Recreational areas are generally protected and regulated by the City and/or County General Plans at the local level through land use and zoning requirements. Some parks and recreation areas are designated and protected by state and federal regulations.

## Significance Criteria

The proposed project impacts on recreation will be considered significant if:

- The project results in an increased demand for neighborhood or regional parks or other recreational facilities.
- The project adversely affects existing recreational opportunities.

## Discussion of Impacts

**16. a) Increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated? No Impact.**

**16. b). Include recreational facilities or require the construction or expansion of recreational facilities that might have an adverse physical effect on the environment? No Impact.** As discussed under “Land Use” (Section XI), there are no provisions in the proposed amendments to Rule 8-18 that would affect land use plans, policies, or regulations. Land use and other planning considerations are determined by local governments; no land use or planning requirements will be altered by the proposed amendments to Rule 8-18. No construction activities are expected. It is expected that the existing contractors or employees may conduct additional inspections, monitoring, or sampling activities while onsite. In addition, the increase in monitoring and identification of additional leaks could lead to additional repairs. Because of the number of facilities potentially affected, it is assumed that up to five new employees may be hired in the Bay Area to complete the additional monitoring and repair. Since any increase in employees are expected to come from the local population, no impacts on recreation facilities due to increased use are expected.

The proposed amendments to Rule 8-18 would not increase or redistribute population and, therefore, would not increase the demand for or use of existing neighborhood and regional parks or other recreational facilities or require the construction of new or the expansion of existing recreational facilities. Therefore, implementation of the amendments to Rule 8-18 would not have any significant adverse impacts on recreation.

## Conclusion

Based upon these considerations, no adverse recreation impacts are expected due to implementation of the proposed amendments to Rule 8-18.

	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
<b>XVII. TRANSPORTATION.</b> Would the project:				
a) Conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Would the project conflict or be inconsistent with CEQA Guidelines § 15064.3 subdivision (b)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Substantially increase hazards due to a geometric design feature (e.g. sharp curves or dangerous intersections) or incompatible uses (e.g. farm equipment)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Result in inadequate emergency access?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

## Environmental Setting

The Bay Area currently contains over 650 miles of limited-access highways, which include both interstates and State highways. These facilities provide access to major employment centers and to destinations outside of the Bay Area. In addition, the Bay Area has over 20,000 miles of arterials and local streets, providing more access to individual communities. Together, these roadway facilities accommodate nearly 165 million vehicle miles each weekday. The road network also serves nearly 660,000 vehicles that travel into or out of the region from adjacent areas (ABAG, 2021).

The region is served by numerous interstate and U.S. freeways. On the west side of San Francisco Bay, Interstate 280 and U.S. 101 run north-south. U.S. 101 continues north of San Francisco into Marin County. Interstates 880, and 680 run north-south on the east side of the Bay. Interstate 80 starts in San Francisco, crosses the Bay Bridge, and runs northeast toward Sacramento. Interstate 80 is a six-lane north-south freeway which connects Contra Costa County to Solano County via the Carquinez Bridge. State Routes 29 and 84 become freeways that run east-west, and cross the Bay. Interstate 580 starts in San Rafael, crosses the Richmond-San Rafael Bridge, joins with Interstate 80, runs through Oakland, and then runs eastward toward Livermore. From the Benicia-Martinez Bridge, Interstate 680 extends north to Interstate 80 in Cordelia. Interstate 780 is a four lane, east-west freeway extending from the Benicia-Martinez Bridge west to I-80 in Vallejo.

The Bay Area public transit system includes a combination of heavy rail (e.g., Bay Area Rapid Transit or BART), light rail (e.g., Muni Metro and Santa Clara Valley Transportation Authority

Light Rail), commuter rail (e.g., Caltrain and Alameda Commuter Express), diesel and electric buses, cable cars, and ferries. This public transit system accommodates a total of over 1.7 million passengers a day, with about 45 percent of daily passengers (744,000) on Muni, about 26 percent of daily passengers (427,000) on BART, 11 percent (180,000) on Alameda County Transit, and 7 percent (121,000) on Santa Clara Valley Transportation Authority (ABAG, 2021).

The Bay Area has an extensive system of pedestrian facilities including multi-use paths, sidewalks, crosswalks, walkways, stairs, and ramps. Other pedestrian facilities include pedestrian signals, pedestrian refuge islands and median, and curb extensions. In addition to pedestrian facilities, the Bay Area has a bikeway network that includes 1,450 miles of bike paths.

## Regulatory Background

The Metropolitan Transportation Commission (MTC) is the state designated metropolitan planning organization for the nine-county San Francisco Bay Area; it has authority for regional planning, distributing and administering federal and state funds for all modes of transportation, and assuring that projects are consistent with the Regional Transportation Plan.

MTC updated its Regional Transportation Plan in 2021, referred to as the Plan Bay Area 2050, which forecasts transportation needs through 2050, while providing more housing and transportation choices and reducing pollution caused by transportation.

Most local counties maintain a transportation agency that has the duties of transportation planning and administration of improvement projects within the county and implements the Transportation Improvement and Growth Management Program, and the congestion management plans (CMPs). The CMP identifies a system of state highways and regionally significant principal arterials and specifies level of service standards for those roadways.

## Significance Criteria

The proposed project impacts on transportation will be considered significant if:

- The project would conflict with a program, plan, ordinance, or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities.
- The project conflicts with or is inconsistent with CEQA Guidelines §15064.3 subdivision (b).
- Water borne, rail car or air traffic is substantially altered.
- Traffic hazards to motor vehicles, bicyclists or pedestrians are substantially increased due to geometric design features or incompatible uses.
- The project would result in inadequate emergency access.

## Discussion of Impacts

**17. a). Conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities? No Impact.** The proposed amendments to Rule 8-18 are designed to require monitoring and minimization of total organic emissions from fugitive components at industrial facilities. The rule amendments would not require additional control equipment to be installed or result in any construction activities. The amendments to Rule 8-18 would require monitoring for a greater number of components, which could result in increases in the need for additional maintenance and repair. The proposed project would not result in any changes to the circulation system including transit, roadway, bicycle and pedestrian facilities and, therefore, would have no impact on the circulation system.

**17. b). Would the project conflict or be inconsistent with CEQA Guidelines § 15064.3 subdivision (b)? Less Than Significant.** The proposed amendments to Rule 8-18 are designed to require monitoring and minimization of total organic from fugitive components at industrial facilities. The rule amendments would not require additional control equipment to be installed or result in any construction activities. The amendments to Rule 8-18 would require monitoring for a greater number of components, which could result in increases in the need for additional maintenance and repair. All refineries and affected industrial facilities currently have existing leak detection programs for fugitive components.

It is expected that the existing contractors or employees may conduct additional inspections, monitoring, or sampling activities while onsite. In addition, the increase in monitoring and identification of additional leaks could lead to additional repairs. Because of the number of facilities potentially affected, it is assumed that up to five new employees may be hired in the Bay Area to complete the additional monitoring and repair. As discussed in XIV - Population and Housing, an increase in five employees is minor compared to the labor pool of over 4 million people in the Bay Area.

Based on the State Office of Planning and Research (OPR) Technical Advisory on Evaluating Transportation Impacts in CEQA (December 2018) which states that absent substantial evidence indicating that a project would generate a potentially significant level of VMT, or inconsistency with a Sustainable Communities Strategy (SCS) or general plan, projects that generate or attract fewer than 110 trips per day generally may be assumed to cause a less-than significant transportation impact. The proposed project would require up to five new employees that could generate up to 10 new trips per day (assuming no carpooling, transit, walking or biking modes are used and 2 trips per employee). Therefore, the increase in VMT would be much less than 110 trips per day and as such, less than significant. Therefore, the project would not conflict or be inconsistent with CEQA Guidelines § 15064.3 subdivision (b), as no increase in traffic is expected to occur.

**17. c). Substantially increase hazards due to a geometric design feature (e.g. sharp curves or dangerous intersections) or incompatible uses (e.g. farm equipment)? d). Result in inadequate emergency access? No Impact.** The proposed project would not increase traffic hazards or create incompatible uses. The proposed amendments to Rule 8-18 would not require the construction of any roadways or other transportation design features, so no changes to current

roadway designs that would increase traffic hazards are expected. Since changes to the roadway system are not expected, and no impacts to emergency access would be expected. Emergency access at the affected industrial facilities is not expected to be impacted, as no modifications that effect traffic or access are expected to be required. Based on the above, the proposed amendments to Rule 8-18 are not expected to increase vehicle trips or to alter the existing long-term circulation patterns and, thus, would not create traffic hazards or impacting emergency access.

## **Conclusion**

Based upon these considerations, transportation impacts are expected to be less than significant due to implementation of the proposed amendments to Rule 8-18.



	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
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**XVIII. TRIBAL CULTURAL RESOURCES.**

- |     |                                                                                                                                                                                                                                                                                                                                                                                                                       |                          |                          |                          |                                     |
|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|--------------------------|-------------------------------------|
| a)  | Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:                           | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| i)  | Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k), or                                                                                                                                                                                                                           | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| ii) | A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

**Environmental Setting**

The Carquinez Strait represents the entry point for the Sacramento and San Joaquin Rivers into the San Francisco Bay. This locality lies within the San Francisco Bay and the west end of the Central Valley archaeological regions, both of which contain a rich array of prehistoric and historical cultural resources. The areas surrounding the Carquinez Strait and Suisun Bay have been occupied for centuries given their abundant natural resources and moderate climate. The Bay Area has supported human habitation for several thousand years. Some theories suggest that the prehistoric bay and river margins were inhabited as early as 10,000 years ago (ABAG, 2021).

Six different groups of Native American population, identified by their language, lived within the Bay Area, including Ohlone, Bay Miwok, Patwin, Coast Miwok, Pomo, and Wappo. These native populations periodically increased between 5,000 BC and the arrival of the Spanish in the late 18<sup>th</sup>

Century. Native villages and campsites were inhabited on a temporary basis and are found in several ecological niches due to the seasonal nature of their subsistence base. Remains of these early populations indicate that main villages, seldom more than 1,000 residents, were usually established along water courses and drainages. By the late 1760s, about 300,000 Native Americans lived in California (ABAG, 2021).

Tribal cultural resources are defined by Assembly Bill (AB) 52, Statutes of 2014, in Public Resources Code Section 21074), as sites, features, places, cultural landscapes, sacred places, and objects with cultural value to a tribe.

## Regulatory Background

The State CEQA Guidelines were amended in July 2015 to include evaluation of impacts on tribal cultural resources. Tribal cultural resources include sites, features, places, cultural landscapes, sacred places, and objects with cultural value to a California Native American tribe (Public Resources Code 21074).

## Significance Criteria

The proposed project impacts to tribal resources will be considered significant if:

- The project results in the disturbance of a significant prehistoric or historic archaeological site or a property of tribal cultural significance to a community or ethnic or social group or a California Native American tribe.
- Unique objects with cultural value to a California Native American tribe are present that could be disturbed by construction of the proposed project.

## Discussion of Impacts

The State CEQA Guidelines were amended in July 2015 to include evaluation of impacts on tribal cultural resources, which include sites, features, places, cultural landscapes, sacred places, and objects with cultural value to a California Native American tribe. Assembly Bill (AB) 52 specifies that a project that may cause a substantial adverse change to a tribal cultural resource may result in a significant effect on the environment. AB52 requires tribes interested in development projects within a traditionally and culturally affiliated geographic area to notify a lead agency of such interest and to request notification of future projects subject to CEQA prior to determining if a negative declaration, mitigated negative declaration, or environmental impact report is required for a project. The lead agency is then required to notify the requesting tribe within 14 days of deeming a development application subject to CEQA complete with an invitation to consult on the project.

**18. a). Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe,**

**and that is: i) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k), or ii) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe? No Impact.** As discussed under Cultural Resources (Section V), the Bay Area has locations that were historically used by Native Americans. Thus, there is the potential for the presence of unrecorded tribal cultural resources to be buried throughout the Bay Area. The proposed amendments to Rule 8-18 are designed to require monitoring and minimize total organic emissions from fugitive components at industrial facilities. The rule amendments would not require additional control equipment to be installed or result in any construction or demolition activities and no excavation activities are required. Therefore, the proposed amendments would not impact historic resources as identified in Public Resources Code 5020.1(k) for listing in a local register of historical resources (Public Resources Code Section 5020.1(k)), and would not impact resources that have cultural value to a California Native American tribe.

Because the proposed amendments would not result in construction or grading activities, there would be no physical changes to an industrial facility and very few industrial facilities are considered historical resources. Therefore, there would be no impacts to a site, feature, place, cultural landscape, sacred place or object with cultural value to a California Native American Tribe. Furthermore, the proposed amendments to Rule 8-18 would not result in a physical change to a resource determined to be eligible for inclusion or listed in the California Register of Historical Resources or included in a local register of historical resources. The proposed amendments to Rule 8-18 would not result in impacts on historical and tribal resources as defined in Public Resources Sections 5020.1(k), or 5024.1. Therefore, no impacts to tribal resources are anticipated to occur as a result of implementing the amendments to Rule 8-18.

## Conclusion

Based upon these considerations, no adverse tribal cultural impacts are expected due to implementation of the proposed amendments to Rule 8-18.

	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less-than-Significant Impact	No Impact
<b>XIX. UTILITIES / SERVICE SYSTEMS.</b> Would the project:				
a) Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction of which could cause significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

## Environmental Setting

Given the large area covered by the BAAQMD, public utilities are provided by a wide variety of local agencies. Most industrial facilities have wastewater and storm water treatment facilities and discharge treated wastewater under the requirements of National Pollutant Discharge Elimination System (NPDES) permits. Water is supplied to affected facilities by several water purveyors in the Bay Area. Solid waste is handled through a variety of municipalities, through recycling activities and at disposal sites.

## **Water Demand**

Water is supplied to affected facilities by several water purveyors in the Bay Area. Most counties contain several water providers. The major water providers in the Bay Area include the following:

- Alameda County Water District – serves the Cities of Fremont, Newark, Union City and portions of Hayward.
- Bay Area Water Supply and Conservation Agency – serves San Mateo, Santa Clara, and Alameda counties.
- Contra Costa Water District – serves Clayton, Clyde, Pacheco, Port Costa, and parts of Martinez, Pleasant Hill, Walnut Creek, Antioch, Oakley, Brentwood, and Pittsburg.
- East Bay Municipal Utility District – serves Alameda, Alamo, Albany, Berkley, Castro Valley, Crockett, Danville, Diablo, El Cerrito, El Sobrante, Emeryville, Hayward, Hercules, Kensington, Lafayette, Moraga, Oakland, Orinda, Piedmont, Pinole, Pleasant Hill, Richmond, Rodeo, San Leandro, San Lorenzo, San Pablo, San Ramon, Selby, and Walnut Creek.
- Marin Municipal Water District – serves Marin, San Rafael, Mill Valley, Fairfax, San Anselmo, Ross, Larkspur, Corte Madera, Tiburon, Belvedere, and Sausalito.
- City of Napa Water Department – serves portions of Napa County.
- San Francisco Public Utilities Commission – serves San Francisco, San Mateo, Santa Clara, Alameda, and Tuolumne Counties.
- Santa Clara Valley Water District – serves Palo Alto, Mountain View, Sunnyvale, Santa Clara, San Jose, Milpitas, Purissima Hills Water District, and Stanford University.
- Solano County Water Agency – serves Fairfield, Suisun City, Vacaville, Vallejo, Solano Irrigation District, Maine Prairie Water District, University of California, Davis, and the California State Prison in Solano.
- Sonoma Water – serves northern Marin County and Sonoma County.
- Zone 7 Water – serves Livermore-Amador Valley, Sunol Valley, portions of the Diablo Range, California Water Service Company, Dublin San Ramon Services District, Livermore, and Pleasanton.

Water to supply the water agencies includes supplies from local and imported sources including: local sources (31%), Mokelumne (19%), Tuolumne (19%), Central Valley Project (15%), State Water Project (13%), and other (3%). Wastewater is also recycled for water use (ABAG, 2021).

## **Wastewater Treatment**

Urbanized and unincorporated areas of cities and counties throughout the Bay Area provide wastewater treatment facilities. These facilities include systems made up of pipelines, pipe stations, interceptor stations, and discharge stations. Treatment plants send wastewater through up to three treatment processes (primary, secondary, tertiary) depending on treatment requirements established by the pertinent RWQCB for the particular plant. The level of treatment is often dictated by where treated effluent is discharged (land, water body) and if there is an end use that requires higher treatment levels (recycling). Many of the Bay Area's wastewater treatment plants include primary and secondary treatment for wastewater, as well as recycled water programs that require tertiary treatment. In many cases, secondary effluent is discharged into the San Francisco

Bay, and wastewater from Solano County is pumped into the Delta. Wastewater is also recycled for other uses, such as agriculture, irrigation, or landscaping. Treatment requirements are promulgated by the RWQCB and are typically reviewed, along with treatment capacity, every five years. As a result of this process, planning and upgrading of treatment plants is an ongoing process for each plant.

Wastewater treatment in the Bay Area is provided by various agencies, as well as individual city and town wastewater treatment systems. There are approximately 55 wastewater treatment facilities within the Bay Area (ABAG, 2021).

### **Stormwater Treatment**

Stormwater has been identified as urban runoff, which can be discharged over land or through storm sewer systems, often untreated with direct flow into water bodies, after a precipitation event. Stormwater is regulated at the regional, county, and city level. In the early 1990s, the RWQCB issued countywide municipal stormwater permits to operators of municipal separate storm sewer systems (MS4s) serving populations over 100,000. Subsequently, in 2015, the RWQCB reissued these countywide municipal stormwater permits as one Municipal Regional Stormwater NPDES Permit to regulate stormwater discharges from municipalities and local agencies in Alameda, Contra Costa, San Mateo, and Santa Clara Counties, as well as the Cities of Fairfield, Suisun City, and Vallejo. MS4s are defined as conveyance systems that are owned by cities or other public entities, are designed to collect, or convey stormwater (including gutters, storm drains, pipes, and ditches), and are not part of a combined sewer or a publicly owned sewage treatment plant. A General Permit for Discharge of Stormwater is also issued to small MS4s including Marin County and its cities, Napa County and its cities, San Francisco, Solano County, the City of Benicia, Sonoma County, Petaluma and the City of Sonoma (ABAG, 2021)

Additionally, each county has its own storm water pollution prevention programs (SWPPPs), which are intended to facilitate compliance with State and federal regulations through coordination with local municipalities, residents, businesses, and schools. These programs provide initiatives for preventing stormwater pollution; protecting and enhancing water quality in watersheds, waterways, creeks, and wetlands; and preventing water pollution in the San Francisco Bay and Pacific Ocean (ABAG, 2021).

### **Solid/Hazardous Waste**

Each Bay Area County, plus the Cities of Berkeley, Pittsburg, and San Jose, has a local enforcement agency (LEA) covering all solid waste facilities in the region. LEAs are responsible for ensuring the correct operation and closure of solid waste facilities in the State, as well as for guaranteeing the proper storage and transportation of solid wastes. LEAs issue operating permits to facilities, including landfills, transfer stations, material recovery, and composting facilities.

There are 14 privately operated landfills in the Bay Area with a total remaining capacity of 259,634,119 cubic yards, and daily throughput of 40,254 tons per day, and an estimated average of 46 percent remaining capacity (ABAG, 2021). In addition, there are 57 transfer stations in the Bay Area that receive solid waste and transfer it into containers or vehicles before it is finally

disposed of or taken to a transformation facility. The maximum combined daily throughput capacity of the transfer stations in the Bay Area is 54,136 tons per day (ABAG, 2021).

There are no hazardous waste disposal sites within the jurisdiction of the Air District. Hazardous waste generated at facilities, which is not recycled off-site, is required to be disposed of at a licensed hazardous waste disposal facility. Two such facilities are the Chemical Waste Management Inc. (CWMI) Kettleman Hills facility in King's County, and the Safety-Kleen facility in Buttonwillow (Kern County). Hazardous waste can also be transported to permitted facilities outside of California.

## Regulatory Background

City and/or County General Plans usually contain goals and policies to assure adequate utilities and service systems are maintained within the local jurisdiction.

The Porter-Cologne Water Quality Control Act established SWRCB and divided the State into nine regions, each overseen by a separate RWQCB. Each RWQCB region is required to prepare and update a basin plan for its jurisdictional area. The RWQCBs also issue waste discharge requirements (WDRs) for discharges of privately or publicly treated domestic wastewater to locations other than surface water, such as groundwater basins. The Bay Area is largely within the San Francisco Bay RWQCB, with portions in the North Coastal, Central Coastal, and Central Valley RWQCBs.

The Resource Conservation and Recovery Act of 1976, Subtitle D (Subtitle D) focuses on State and local governments as the primary planning, regulating, and implementing entities for the management of nonhazardous solid waste, such as household garbage and nonhazardous industrial solid waste. Subtitle D provides regulations for the generation, transportation, and treatment, storage, or disposal of hazardous wastes. U.S. EPA developed federal criteria for the proper design and operation of municipal solid waste landfills and other solid waste disposal facilities, but State and local governments are the primary planning, permitting, regulating, implementing, and enforcement agencies for management and disposal subject to approval by U.S. EPA. U.S. EPA approved the State of California's program on October 7, 1993.

The California Construction Stormwater Permit (Construction General Permit), adopted by SWRCB, regulates construction activities that include clearing, grading, and excavation resulting in soil disturbance of at least 1 acre of total land area. The Construction General Permit authorizes the discharge of stormwater to surface waters from construction activities and prohibits the discharge of materials that contain a hazardous substance in excess of reportable quantities, unless a separate NPDES permit has been issued to regulate those discharges.

## Significance Criteria

The proposed project impacts on utilities/service systems will be considered significant if:

- The capacities of existing or proposed wastewater treatment facilities and the sanitary sewer system are not sufficient to meet the needs of the project.
- An increase in demand for utilities impacts the current capacities of the electric utilities.
- The existing water supply does not have the capacity to meet the increased demands of the project, or the project would use a substantial amount of potable water.
- The project increases demand for water by more than 263,000 gallons per day.
- The generation and disposal of hazardous and non-hazardous waste exceeds the capacity of designated landfills.

## Discussion of Impacts

**19. a). Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction of which could cause significant environmental effects? No Impact.** The potential water use and wastewater impacts associated with implementation of the proposed project were discussed under Hydrology and Water Quality (see Section X). The proposed amendments to Rule 8-18 would require monitoring for total organic compounds at industrial facilities but would not require additional water use or generate additional wastewater. Further, the proposed project would not require any construction activities or alter storm water generation or runoff.

The potential increase in energy consumption associated with the proposed project was discussed under Energy (see Section VI). The proposed amendments to Rule 8-18 would not require any additional increase in electricity or natural gas use and would not require any additional telecommunications facilities. Therefore, the proposed project would have no impact on water demand, wastewater treatment, storm water generation, energy use or telecommunication facilities.

**19. b). Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years? No Impact.** The potential water demand impacts associated with implementation of the proposed project were discussed under Hydrology and Water Quality (see Section X). The proposed amendments to Rule 8-18 would require monitoring for total organic compounds at industrial facilities but would not require additional water use. Therefore, no impacts on water demand would occur.

**19. c). Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments? No Impact.** The proposed amendments to Rule 8-18 would not result in the construction of new equipment or change operations that would increase wastewater generation. The refineries and many of the affected industrial facilities treat wastewater generated onsite and will continue to do so in the future. Therefore, the proposed

amendments to Rule 8-18 would not impact or require additional capacity from any public wastewater treatment provider.

**19. d). Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?**

**No Impact.** Additional monitoring for total organic compounds as a result of the proposed amendments to Rule 8-18 would not increase solid or hazardous wastes generated by the affected existing facilities. No waste generation impacts are expected due to implementation of the proposed rule amendments as no construction activities are required and no change in operations would occur. Routine maintenance of fugitive components at industrial facilities occurs today and will continue following implementation of the amendments to Rule 8-18. Therefore, no impacts to hazardous or solid waste disposal facilities are expected due to implementation of the proposed rule amendments. The affected facilities are expected to continue to comply with all applicable federal, state, and local statutes and regulations related to solid and hazardous wastes.

**19. e). Comply with federal, state, and local management and reduction statutes and regulations related to solid waste? No Impact.**

Additional monitoring for total organic compounds as a result of the proposed amendments to Rule 8-18 would not increase solid wastes generated by the affected facilities. No waste generation impacts are expected due to implementation of the proposed rule amendments as no construction activities are required and no change in operations would occur. Therefore, the project would not impact affected facilities from complying with federal, state, or local management and reduction statutes related to solid waste.

## Conclusion

Based upon these considerations, no adverse utilities and service system impacts are expected due to implementation of the proposed amendments to Rule 8-18.

	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
<b>XX. WILDFIRE.</b> If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:				
a) Substantially impair an adopted emergency response plan or emergency evaluation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

## Environmental Setting

Wildland fires are a natural part of the California landscape and the number of fires and their impact vary from year to year. 2022 was a moderate fire year by the California Department of Forestry and Fire Protection (CalFire), who reported that 362,455 acres of land burned because of 7,490 incidents, resulting in 9 fatalities and 876 structures damaged or destroyed.<sup>8</sup> In comparison, CalFire reported that 3,627,010 acres of land burned in 2020, because of 8,648 incidents, resulting in 33 fatalities and 11,116 structures damaged or destroyed.<sup>9</sup>

While all of California is subject to some degree of wildfire hazard, there are specific features that make certain areas more hazardous. CalFire is required by law to map areas of significant fire

<sup>8</sup> CalFire Incident Reports <https://www.fire.ca.gov/incidents/2022>

<sup>9</sup> CalFire Incident Reports <https://www.fire.ca.gov/incidents/2020/>

hazards based on fuels, terrain, weather, and other relevant factors (Public Resources Code Sections 4201–4204 and Government Code 51175–51189). Factors that increase an area’s susceptibility to fire hazards include slope, vegetation type and condition, and atmospheric conditions. CalFire maps significant fire hazard areas, referred to as Fire Hazard Severity Zones, and determines the requirements for special building codes designed to reduce the fire hazards in these areas.

Wildfire behavior is a product of several variables—primarily weather, vegetation, topography, and human influence—that combine to produce local and regional fire regimes that affect how, when, and where fires burn. Once a fire is started, the spread and behavior of a fire become a function of fuel characteristics, terrain, and weather conditions. Development that has spread into less densely populated, often hilly areas has increased the number of people living in heavily vegetated areas that are prone to wildfire. This area where wildlands meet urban development is referred to as the wildland-urban interface (WUI) and is subject to urban wildfire (ABAG, 2021)

People have intervened deliberately and dramatically in the natural fire regime through fire suppression and actions that affect fuel connectivity. Historically, fire suppression was used to prevent and limit wildfires. Contemporary fire management practices include fuel management activities that are intended to reduce the intensity and severity of wildfires.

Throughout the Bay Area, there is a full range of conditions and fire hazards, with all Bay Area counties except San Francisco having areas of High and Very High Fire Hazard in areas of CalFire responsibility. The areas of greatest wildfire hazard are concentrated in the hillside areas of San Mateo, Santa Clara, Sonoma, and Napa Counties, with smaller hazard areas in Marin County, the East Bay Hills of Alameda and Contra Costa Counties, and on the slopes of Mount Diablo.

Wildfires tend to be larger under drier atmospheric conditions and when fed by drier fuel sources. Several large wildfires in California have started by lightning storms coupled with dry fuels, including the Santa Clara Unit Lightning complex fires which burned in the Diablo Range in Santa Clara, Alameda, Contra Costa, San Joaquin, Merced, and Stanislaus counties in August 2020. In 2017, the Tubbs Fire caused substantial destruction in parts of Napa, Sonoma, and Lake counties. Believed to have been started by a private electrical system, the fire damaged 5,636 structures and resulted in 22 deaths, with much of the destruction in Santa Rosa (ABAG, 2021)

## **Regulatory Background**

The State of California has passed numerous laws to address wildlife and structural fires. Wildfire-prevention laws regulate activities in areas deemed by the state to be hazardous fire areas; the maintenance of buildings and other structures in areas covered by forest, brush, or other flammable materials; and the setting and burning of fires on open land.

Title 24 of the California Building Code sets forth the fire, life-safety and other building-related regulations applicable to any structure fit for occupancy statewide for which a building permit is sought. Title 24 Part 9 is the California Fire Codes that addresses automatic sprinkler systems, fire-alarm systems, access by fire-fighting equipment, fire hydrants, explosion-hazards safety,

hazardous materials storage and use, protection for first responders, industrial processes, and many other general and specialized fire-safety requirements for new and existing buildings.

Executive Order N-05-19 was issued in 2019 to address the increasing threat of wildfires due to climate change. The executive order was issued to earmark funding from the Greenhouse Gas Reduction Fund to active forestland management to reduce wildfires in the state. As a result, the 2019 Strategic Plan prepared by CalFire and the California Natural Resources Agency lays out central goals for reducing and preventing the impacts of fire in the State. The goals are meant to establish a natural environment that is more resilient and human-made assets that are more resistant to the occurrence and effects of wildland fire.

In addition to the 2019 Strategic Plan for California, individual CalFire units develop fire plans, which are major strategic documents that establish a set of tools for each CalFire unit for its local area. Updated annually, unit fire plans identify wildfire protection areas, initial attack success, assets and infrastructure at risk, pre-fire management strategies, and accountability within their unit's geographical boundaries.

Local cities and counties generally include safety elements in their General Plans that establishes goals and policies to assure adequate fire services are maintained within the local jurisdiction. Cities and counties also may establish building and fire prevention codes which place regulations on the separation of buildings, ventilation criteria, roof materials, landscaping, building access, and the installation of automatic fire-extinguishing systems in public buildings.

## Significance Criteria

The impacts to wildfires will be considered significant if:

- The project results in new structures located within or adjacent to lands classified as very high fire hazard severity zones.
- The project adversely effects emergency response or emergency evacuation plans.

## Discussion of Impacts

**20. a) Substantially impair an adopted emergency response plan or emergency evaluation plan? No Impact.**

**20. b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire? No Impact.**

**20. c). Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment? No Impact.**

**20. d). Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes? No Impact.** As discussed in Section IX - Hazards above, CalFire maps areas of significant fire hazard based on fuels, terrain, weather, and other relevant factors. These zones, referred to as Fire

Hazard Severity Zones, determine the requirements for special building codes designed to reduce the potential impacts of wildland fires on urban structures.

The refineries in the Bay Area are located within a non-Very High Fire Hazard Severity Zone, as the areas are urbanized, are located adjacent to the Bay and marshlands, and are not located adjacent to wildland areas. The refineries are located well outside of Very High Fire Hazard Zones, which indicates that the facilities are not subject to significant wildfire hazard. It is expected that other industrial facilities would be located within industrial areas which are also not high fire hazard zones. Implementation of proposed amendments to Rule 8-18 may require additional monitoring and repair if leaks are found, but they would not require new equipment or modification to existing refinery or industrial operations. Therefore, the proposed amendments would not have any impact related to wildland fires. The proposed amendments may have beneficial impacts by reducing TOC emissions which are potentially flammable, thus reducing fire hazards.

## **Conclusion**

Based upon these considerations, no adverse wildfire impacts are expected due to implementation of the proposed amendments to Rule 8-18.

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	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
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**XXI. MANDATORY FINDINGS OF SIGNIFICANCE.**

- |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                          |                          |                          |                                     |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|--------------------------|-------------------------------------|
| <p>a) Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory?</p> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| <p>b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)</p>                                                                                                                                         | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| <p>c) Does the project have environmental effects that will cause substantial adverse effects on human beings, either directly or indirectly?</p>                                                                                                                                                                                                                                                                                                                                            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
- 

**Discussion of Impacts**

**21. a). Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory? No Impact.** The proposed amendments to Rule 8-18 are designed to require monitoring and minimization of total organic and methane emissions from fugitive components at refineries, chemical plants, and facilities loading and storing organic liquids in bulk. The rule amendments would not change the operation or result in any construction or demolition activities at the affected facilities.

As discussed in Section IV – Biological Resources above, the refineries and other affected facilities are located in heavy industrial areas that have been developed and graded. Native biological resources have been removed and are non-existent. Further, the proposed project would not result in construction activities so no impacts to biological resources, including riparian, wetlands, or other sensitive communities, would be expected.

As discussed in Section V – Cultural Resources above, the proposed amendments to Rule 8-18, would not adversely affect historical or archaeological resources as defined in CEQA Guidelines §15064.5, or disturb human remains interred outside formal cemeteries. The affected facilities are located in heavy industrial areas that have already been graded and developed and no construction or demolition activities would occur due to the proposed project. No impacts to cultural resources are anticipated to occur as a result of the proposed amendments to Rule 8-18.

Therefore, proposed amendments to Rule 8-18 do not have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory, as discussed in the previous sections of the CEQA checklist. As discussed in Section IV - Biological Resources, Section V - Cultural Resources, and Section XVIII – Tribal Cultural Resources, no adverse impacts are expected to biological, cultural or tribal cultural resources.

**21. b). Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects). Less Than Significant.**

The existing refineries, chemical plants, and facilities loading and storing organic liquids in bulk include the operation of numerous units and equipment. The proposed amendments to Rule 8-18 are designed to require monitoring and minimization of total organic emissions from fugitive components at the affected industrial facilities. The rule amendments would not change the operation of the facilities or result in any construction or demolition activities. The proposed amendments could result in the need for up to five new employees in the Bay Area to conduct the monitoring and repair of the fugitive components. These employees are expected to come from the labor pool in the Bay Area of over four million people. The emissions and vehicle trips generated by these workers are less than the established significance criteria and considered to be less than significant. Further, increased monitoring and repair of leaking equipment is expected to result in overall beneficial impacts on air quality, via a reduction in total organic compounds, as well as toxic air contaminants, and their related health impacts. Therefore, since the project impacts are expected to be very minor and less than significant, no cumulatively considerable impacts are expected either.

**21. c). Does the project have environmental effects that will cause substantial adverse effects on human beings, either directly or indirectly? No Impact.** The proposed amendments to Rule 8-18 are designed to require monitoring and minimization of total organic emissions from fugitive components at existing refineries and other industrial facilities. The rule amendments would not

change the operation of the facilities or result in any construction or demolition activities at the affected facilities. The proposed amendments could result in the need for up to five new employees in the Bay Area to conduct the monitoring and repair of the fugitive components. These employees are expected to come from the labor pool in the Bay Area of over four million people. The emissions and vehicle trips generated by these workers are less than the established significance criteria and considered to be less than significant. Further, increased monitoring and repair of leaking equipment is expected to result in a reduction in overall beneficial impacts on air quality, via a reduction in total organic compounds, as well as toxic air contaminants, and their related health impacts. Therefore, no direct or indirect impacts on human beings are expected.

# **CHAPTER 4**

## **REFERENCES**

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**CHAPTER 4****References**

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**CALIFORNIA ENVIRONMENTAL QUALITY ACT  
NEGATIVE DECLARATION**

**Proposed Amendments to Regulation 8: Organic Compounds, Rule 18: Equipment Leaks**

Pursuant to the California Environmental Quality Act (CEQA), Public Resources Code §§ 21000 et seq, and Sections 15071 and 15074 of the CEQA Guidelines, the Board of Directors of the Bay Area Air Quality Management District (Air District) hereby adopts this Negative Declaration finding that the adoption of Proposed Amendments to Regulation 8: Organic Compounds, Rule 18: Equipment Leaks will not have a significant effect on the environment.

**Project Name:** Amendments to Regulation 8: Organic Compounds, Rule 18: Equipment Leaks.

**Project Description:** The Air District has regulatory authority over stationary sources of air pollution in the San Francisco Bay Area. The proposed amendments to Regulation 8, Rule 18 (Rule 8-18) address emissions of volatile organic compounds and methane (together referred to as “total organic compounds”) from equipment leaks at refineries, chemical plants, and facilities that load and store organic liquids in bulk quantities in the Bay Area. The proposed amendments would require that certain components in heavy liquid service be included in Leak Detection and Repair (LDAR) Program requirements, including valves and non-steam quenched pumps handling material with initial boiling points between 302 and 372 °F; steam-quenched pumps, compressors, pressure relief devices, and open ended valve or line handling material with initial boiling points greater than 302 °F; and components handling material in gas or vapor phase. The proposed amendments would also include updates to aid with readability and clarity, as well as changes covering Exemptions, Definitions, Standards, Administrative Requirements, Monitoring and Records, and Procedures.

**Project Location:** The nine-county jurisdiction of the Bay Area Air Quality Management District, which includes all of Alameda, Contra Costa, Marin, San Francisco, San Mateo, Santa Clara, and Napa Counties, and portions of southwestern Solano County and southern Sonoma County. A map of the project location is provided in Figure 2-1 on page 2-9 of the Initial Study attached hereto.

**Project Applicant and Lead Agency:** The Bay Area Air Quality Management District.

**Finding of No Significant Impact:** The Board of Directors of the Bay Area Air Quality Management District hereby finds, using its own independent judgment and analysis, that based on the whole record (including the Initial Study and public comments received) there is no substantial evidence that the proposed amendments to Regulation 8: Organic Compounds, Rule 18: Equipment Leaks would result in significant impacts.

**Initial Study:** A copy of the Initial Study documenting the reasons supporting the finding of no significant impact is attached hereto.

**Mitigation Measures:** No mitigation measures need to be included in the project to avoid potentially significant effects, as the project will not have any potentially significant effects.



BAY AREA  
AIR QUALITY  
MANAGEMENT  
DISTRICT

## **APPENDIX D**

### **Emissions and Cost Information**

## **Emissions and Cost Information for Proposed Amendments to Regulation 8: Organic Compounds, Rule 18: Equipment Leaks**

This appendix provides emissions and cost information related to the proposed amendments to Regulation 8: Organic Compounds, Rule 18: Equipment Leaks (Rule 8-18).

### **Current Emission Estimates and Emission Reductions for the Five Refineries**

Basis:

- The total component counts for the five refineries were obtained from the Heavy Liquids Study Report. (BAAQMD, 2022)
- The precursor organic compound (POC) emission factors for valves and non-steam quenched pumps were derived from emission data and initial boiling point of materials as reported by the respective refineries as part of the Heavy Liquids Study (BAAQMD, 2022). The POC emission factor is for valves and non-steam quenched pumps handling material with an initial boiling point greater than 302 °F and less than or equal to 372 °F.
- The POC emission factor for steam quenched pumps was obtained from Table VI-1a of CAPCOA Report (CAPCOA, 1999). The POC emission factor is for steam quenched pumps handling material with an initial boiling point greater than 302 °F. Emission factors from the Heavy Liquids Study Report were not available for this component type. Staff determined the emission factors used in this analysis represent the best available and most appropriate data based on a review of available published data, studies, and emission factors.
- The POC emission factor for pressure relief device was obtained from Table 4-2 of EPA Report (U.S. EPA, 1979). Emission factors from the Heavy Liquids Study Report were not available for this component type. Staff determined the emission factors used in this analysis represent the best available and most appropriate data based on a review of available published data, studies, and emission factors.
- Details on calculations for controlled emissions are described below in the section on "Controlled Emission Factors"
- Current total organic compound (TOC) emissions and controlled TOC emissions were estimated using POC emission factors, as TOC emission factors were not available.

**Table 1 – Emissions and Emission Reductions for Affected Components in Heavy Liquid Service at the Five Refineries**

Component Type	Total Component Counts	POC Emission Factor (lb/hour-component)	Current TOC Emissions (tons/year)	Controlled - POC Emission Factor (lb/hour-component)	Controlled TOC Emissions (tons/year)	TOC Emission Reduction (tons/year)
Valves	15,629	8.47E-05	5.8	2.79E-05	1.9	3.9
Non-Steam Quenched Pumps	203	9.21E-04	0.8	7.20E-04	0.6	0.2
Steam Quenched Pumps	381	4.63E-02	77.3	7.20E-04	1.2	76.1
Pressure Relief Valves	600	1.90E-02	49.9	1.31E-04	0.3	49.6
		<b>Total</b>	133.8	--	4.1	129.7

**Current Emission Estimates and Potential Emission Reductions for the Seven Non-Refinery Facilities**

**Basis:**

- The component counts for the non-refinery facilities are estimated using facility-specific light liquid service component counts and an assumed heavy liquid-to-light liquid component ratio based on staff’s review of historical data available.
- The precursor organic compound (POC) emission factors for valves and non-steam quenched pumps were derived from emission data and initial boiling point of materials as reported by the respective refineries as part of the Heavy Liquids Study (BAAQMD, 2022). The POC emission factor is for valves and non-steam quenched pumps handling material with an initial boiling point greater than 302 °F and less than or equal to 372 °F.
- The POC emission factor for steam-quenched pumps was obtained from Table IV-1a of CAPCOA Report (CAPCOA, 1999). Emission factors from the Heavy Liquids Study Report were not available for this component type. Staff determined the emission factors used in this analysis represent the best available and most appropriate data based on a review of available published data, studies, and emission factors.
- The POC emission factor for pressure relief device was obtained from Table 4-2 of EPA Report (U.S. EPA, 1979). Emission factors from the Heavy Liquids Study Report were not available for this component type. Staff determined the emission factors used in this analysis represent the best available and most appropriate data based on a review of available published data, studies, and emission factors.
- Details on calculations for controlled emissions are described below in the section on “Controlled Emission Factors”
- Current TOC emissions and controlled TOC emissions were estimated using POC emission factors, as TOC emission factors were not available.

**Table 2 – Emissions and Emission Reductions for Affected Components in Heavy Liquid Service at the Seven Non-Refinery Facilities**

Component Type	Total Component Counts	POC Emission Factor (lb/hour-component)	Current TOC Emissions (tons/year)	Controlled - POC Emission Factor (lb/hour-component)	Controlled TOC Emissions (tons/year)	TOC Emission Reduction (tons/year)
Valves	3,253	8.47E-05	1.2	2.79E-05	0.4	0.8
Non-Steam Quenched Pumps	34	9.21E-04	0.14	7.20E-04	0.11	0.03
Pressure Relief Valves	150	1.90E-02	12.5	1.31E-04	0.1	12.4
		<b>Total</b>	13.8	--	0.6	13.2

**Controlled Emission Factors**

Basis:

- Controlled POC emission factors were derived using the correlation equation below from CAPCOA Report (CAPCOA, 1999). The correlation equation is provided in Equation 1.

$$\text{Emissions}_{\text{Type}} = (M_{\text{Type}}) \times (SV)^{\text{Power}_{\text{Type}}} \quad \text{[Equation 1]}$$

where:

- Emissions<sub>Type</sub> = hourly emissions from a single component
- M<sub>Type</sub> = component type-specific multiplier (see Table 3)
- SV = screening value (parts per million by volume, ppmv)
- Power<sub>Type</sub> = component type-specific power (see Table 3)

- Staff assumed a screening value of 10 ppmv for valves and a screening value of 20 ppmv for steam-quenched pumps, non-steam quenched pumps, and pressure relief devices based on staff's review of historical LDAR screening data for light liquid components.

**Table 3 - Default Zero Factors and Correlation Equations for Monitored Fugitive Emissions**

Component Type / Service Type	Default Zero Factor <sup>(1), (2)</sup> (kg/hour)	Correlation Equation <sup>(1), (3)</sup> (kg/hour)	
		M <sub>Type</sub>	Power <sub>Type</sub>
Valves / All	7.8E-06	2.27E-06	0.747
Pump Seals / All	1.9E-05	5.07E-05	0.622
Connectors	7.5E-06	1.53E-06	0.736
Pressure Relief Valves / All	4.0E-06	8.69E-06	0.642

1. Table IV-3a of "California Implementation Guidelines for Estimating Mass Emissions of Fugitive Hydrocarbon Leaks at Petroleum Facilities", CAPCOA. February 1999.  
 2. The default zero factors only apply when the screening value, corrected for background, equals 0.0 ppmv.  
 3. The correlation equations can only be used when the screening background, corrected for background, equals 9,999 ppmv or less.

## Compliance Cost Calculations

### Monitoring Costs

#### Basis:

- Inspection cost rate (per inspection) was estimated based on inspection cost information published in previous Air District rulemaking analyses (BAAQMD, 1997) with adjustments for inflation to 2023 dollars based on the Chemical Engineering Plant Cost Index (CEPCI). Staff also reviewed other inspection cost data from South Coast AQMD Rule 1173 rulemakings (SCAQMD, 2002, 2007, 2009) and San Joaquin Valley Unified APCD rulemakings (SJVUAPCD, 2023); this other inspection cost data did not indicate substantially different costs than the estimates developed by staff.
- A leak component fraction of 1.5% was assumed based on the Heavy Liquids Study Report. (BAAQMD, 2022)
- Hourly labor rate and component replacement costs were based on Table C-4 of Appendix C of SJVUAPCD Staff Report for Proposed Amendments to Rules 4401, 4409, 4455, 4623, and 4624. (SJVUAPCD, 2023)
- Average repair time for valves was based on Table C-4 of Appendix C of SJVUAPCD Staff Report for Proposed Amendments to Rules 4401, 4409, 4455, 4623, and 4624. (SJVUAPCD, 2023)
- Average repair time for pumps and pressure relief devices were based on previous estimates from Air District rulemaking analyses (BAAQMD, 2015).
- For pumps and valves, a range of potential compliance costs were estimated based on alternate inspection schedules for valves and pumps. Maximum cost estimates were developed based on an inspection frequency of quarterly (for pumps) and semiannually (for valves). Minimum cost estimates were developed based on alternate inspection schedules per Section 8-18-404. For alternate inspection schedule scenarios, all components except the leaking component fraction of 1.5% were assumed to be on an annual inspection schedule.
- Pressure relief devices were assumed to be inspected on a quarterly basis.
- For the repair and replacement costs for leaking components, staff assumed that 95% of the leaking components would be repaired and 5% of the remaining components would be replaced. This was based on a review of historical fugitive component repair data, which indicated that a large majority of the leaking components were repaired when components were leaking.
- Total Inspection Cost [\$/component per year] =  
(Inspection Cost)\*(Inspection Frequency) +  
(Leaking Component Fraction)\*(95%)\*(Average Repair Time)\*(Hourly Labor Rate) +  
(Leaking Component Fraction)\*(5%)\*(Average Replacement Time)\*(Hourly Labor Rate) +  
(Leaking Component Fraction)\*(5%)\*(Component Replacement Cost)

**Table 4 – Inspection, Repair, and Replacement Cost Assumptions**

Item	Pump – Alternate Inspection Schedule	Pump - Quarterly Inspection	Valve – Alternate Inspection Schedule	Valves - Semiannual	Pressure Relief Devices - Quarterly	Unit
Inspection Cost	\$4.16	\$4.16	\$4.16	\$4.16	\$4.16	Per inspection
Leaking Component Fraction	1.5%	1.5%	1.5%	1.5%	1.5%	Percent of total inspected components found leaking
Hourly Labor Rate	\$133	\$133	\$133	\$133	\$133	Per hour
Average Repair Time	4	4	0.17	0.17	4	Hours per repair
Average Replacement Time	40	40	4	4	40	Hours per replacement
Component Replacement Cost	\$166.10	\$166.10	\$150.00	\$150.00	\$221.40	
Inspection Frequency	1.045	4	1.015	2	4	Average inspections per component per year
Total Inspection Cost	\$16.04	\$28.32	\$5.05	\$9.15	\$28.36	Per component per year

Component Identification Costs

Basis:

- Tagging time, cost of tags, electronic inventory time, and data entry labor cost were based on previous estimates from Air District rulemaking analyses (BAAQMD, 2015).
- Cost of tag and data entry labor cost was adjusted for inflation based on Chemical Engineering Plant Cost Index to adjust estimates to 2023 dollars.
- Total Identification Cost [\$/component] = ((Electronic Inventory Time/60) + (Tagging Time/60))\*(Data Entry Labor Cost) + (Cost of Tag)

**Table 5 – Identification Cost Assumptions**

Item	Value	Unit
Tagging Time	5	minutes per component
Cost of Tag	\$4.06	per tag
Electronic Inventory Time	0.25	minutes per component
Data Entry Labor Cost	\$40.61	per hour
Total Identification Cost	\$7.61	per component

- These one-time component identification costs were amortized with an estimated Capital Recovery Factor (CRF) using the assumptions shown below.

**Table 6 – Amortization Cost Assumptions**

<b>Total Annual Costs</b>	<b>Capital Recovery Factor</b>	<b>Description</b>
Amortization/Capital Recovery	0.136	CRF based on lifetime of 10 years, interest rate of 6%
Tax	0.01	Default factor per Cost Effectiveness BACT Policy and Implementation Procedure
Insurance	0.01	Default factor per Cost Effectiveness BACT Policy and Implementation Procedure
G&A (General & Administrative)	0.02	Default factor per Cost Effectiveness BACT Policy and Implementation Procedure
O&M (Operating and Maintenance)	0.1	Operating and maintenance cost factor based on EPA Control Cost Manual
<b>Total</b>	<b>0.28</b>	

Estimated Total Annual Compliance Cost by Component Type

- Total annualized compliance costs were calculated by component type for refinery and non-refinery facilities using the monitoring costs, identification costs, and component data described previously.

**Table 7 – Estimated Total Annual Compliance Cost by Component Type for the Five Refineries**

<b>Component Type</b>	<b>Identification Costs (\$) - One Time Cost</b>	<b>Identification Costs- Amortized (\$/year)</b>	<b>Min. Monitoring Costs (\$/year)</b>	<b>Max. Monitoring Costs (\$/year)</b>	<b>Min. Total Compliance Cost (\$/year)</b>	<b>Max. Total Compliance Cost (\$/year)</b>
Valves	\$118,995	\$32,827	\$78,963	\$142,947	\$111,790	\$175,774
Non-Steam Quenched Pump Seals	\$1,546	\$426	\$3,256	\$5,749	\$3,682	\$6,175
Steam Quenched Pumps	\$2,901	\$800	\$6,111	\$10,790	\$6,911	\$11,590
Pressure Relief Valves	\$4,568	\$1,260	\$17,017	\$17,017	\$18,278	\$18,278
<b>Total</b>	\$128,010	\$35,314	\$105,347	\$176,503	\$140,660	\$211,817

**Table 8 - Estimated Total Annual Compliance Cost by Component Type for the Seven Non-Refinery Facilities**

<b>Component Type</b>	<b>Identification Costs (\$) - One Time Costs</b>	<b>Identification Costs-Amortized (\$/year)</b>	<b>Min. Monitoring Costs (\$/year)</b>	<b>Max. Monitoring Costs (\$/year)</b>	<b>Min. Compliance Cost (\$/year)</b>	<b>Max. Compliance Cost (\$/year)</b>
Valves	\$24,768	\$6,833	\$16,435	\$29,753	\$23,268	\$36,585
Non-Steam Quenched Pump Seals	\$259	\$71	\$545	\$963	\$617	\$1,034
Pressure Relief Valves	\$1,142	\$315	\$4,254	\$4,254	\$4,569	\$4,569
<b>Total</b>	<b>\$26,168</b>	<b>\$7,219</b>	<b>\$21,235</b>	<b>\$34,970</b>	<b>\$28,454</b>	<b>\$42,189</b>

**Estimated Total Cost Effectiveness by Component Types**

- Cost effectiveness is calculated by dividing the annualized compliance costs by the total number of tons of emission reductions expected each year.
- Cost effectiveness was calculated by component type for refinery and non-refinery facilities using the emission reduction and compliance cost estimates described previously.

**Table 9 - Estimated Cost Effectiveness by Component Type for the Five Refineries**

<b>Component Type</b>	<b>TOC Emission Reduction (tons/year)</b>	<b>Min. Compliance Cost (\$/year)</b>	<b>Max. Compliance Cost (\$/year)</b>	<b>Min. Cost Effectiveness (\$/ton of emissions reduced)</b>	<b>Max. Cost Effectiveness (\$/ton of emissions reduced)</b>
Valves	3.9	\$111,790	\$175,774	\$28,766	\$45,230
Non-Steam Quenched Pumps	0.2	\$3,682	\$6,175	\$20,664	\$34,656
Steam Quenched Pumps	76.1	\$6,911	\$11,590	\$91	\$152
Pressure Relief Valves	49.6	\$18,278	\$18,278	\$369	\$369
<b>Total</b>	<b>129.7</b>	<b>\$140,660</b>	<b>\$211,817</b>	<b>-</b>	<b>-</b>

**Table 10 - Estimated Cost Effectiveness by Component Type for the Seven Non-Refinery Facilities**

Component Type	TOC Emission Reduction (tons/year)	Min. Compliance Cost (\$/year)	Max. Compliance Cost (\$/year)	Min. Cost Effectiveness (\$/ton of emissions reduced)	Max. Cost Effectiveness (\$/ton of emissions reduced)
Valves	0.8	\$23,268	\$36,585	\$28,766	\$45,230
Non-Steam Quenched Pumps	0.03	\$617	\$1,034	\$20,664	\$34,656
Pressure Relief Valves	12.4	\$4,569	\$4,569	\$369	\$369
Total	13.2	\$28,454	\$42,189	-	-

**Incremental Cost Effectiveness Analysis**

Emission Reductions Under Alternative Control Scenario

Basis:

- Incremental cost effectiveness is calculated by 1) calculating the incremental difference in cost between the different regulatory options, and 2) dividing the incremental difference in cost by the incremental difference in emission reductions between each progressively more stringent regulation.
- For valves and non-steam quenched pumps, an alternative control scenario may involve expanding LDAR requirements to all valves and pumps in heavy liquid service handling material with an initial boiling point greater than 302 °F (including those handling material with an initial boiling point greater than 372 °F).
- The total component counts for the five refineries were obtained from the Heavy Liquids Study Report. (BAAQMD, 2022)
- The POC emission factors for valves and non-steam quenched pumps were derived from emission factor from the Heavy Liquids Study report and the data of initial boiling points of materials within the Heavy Liquids Study.
- Controlled emissions for valves and non-steam quenched pumps handling material with an initial boiling point greater than 302 °F was estimated by applying the percent emissions reductions for valves and non-steam quenched pumps handling material with an initial boiling point greater than 302 °F and less than or equal to 372 °F to the current emission estimate for the affected components under this alternative control scenario.

**Table 11 - Emission Reductions for Valves and Non-Steam Quenched Pumps Handling Material with an Initial Boiling Point Greater than 302 °F (Alternative Control Scenario)**

Component Type	Component Counts	POC Emission Factor (lb/hour-component)	Current TOC Emissions (tons/year)	Controlled TOC Emissions (tons/year)	TOC Emission Reduction (tons/year)
Valves	52,595	4.04E-05	9.3	3.1	6.2
Non-Steam Quenched Pumps	1,123	2.27E-04	1.1	0.9	0.2
		<b>Total</b>	10.4	3.9	6.5

Compliance Costs Under Alternative Control Scenario

- Total annualized compliance costs were calculated by component type using the monitoring costs, identification costs, and component data described previously.

**Table 12 - Estimated Total Annual Compliance Cost for Valves and Non-Steam Quenched Pumps Handling Material with an Initial Boiling Point Greater than 302 °F (Alternative Control Scenario)**

Component Type	Identification Costs (\$) - One Time Costs	Identification Costs-Amortized (\$/year)	Min. Monitoring Costs (\$/year)	Max. Monitoring Costs (\$/year)	Min. Total Compliance Cost (\$/year)	Max. Total Compliance Cost (\$/year)
Valves	\$400,445	\$110,470	\$265,726	\$481,047	\$376,196	\$591,517
Non-Steam Quenched Pumps	\$8,550	\$2,359	\$18,012	\$31,804	\$20,370	\$34,163
<b>Total</b>	\$408,995	\$112,829	\$283,738	\$512,851	\$396,567	\$625,679

Cost Effectiveness and Incremental Cost Effectiveness Under Alternative Control Scenario

- Cost effectiveness was calculated by component type using the emission reduction and compliance cost estimates described previously.
- Incremental cost effectiveness was calculated for the Alternative Control Scenario (compared to the proposed amendments) using the emission reductions and compliance cost estimates described previously for both scenarios.

**Table 13 - Estimated Cost-Effectiveness for Valves and Non-Steam Quenched Pumps Handling Material with an Initial Boiling Point Greater than 302 °F (Alternative Control Scenario)**

Component Type	TOC Emission Reduction (tons/year)	Min. Compliance Cost (\$/year)	Max. Compliance Cost (\$/year)	Min. Cost-Effectiveness (\$/ton of emissions reduced)	Max. Cost-Effectiveness (\$/ton of emissions reduced)
Valves	6.2	\$376,196	\$591,517	\$60,367	\$94,919
Non-Steam Quenched Pumps	0.2	\$20,370	\$34,163	\$83,701	\$140,373
Total	6.5	\$396,567	\$625,679	-	-

**Table 14 - Estimated Incremental Cost-Effectiveness for Valves and Non-Steam Quenched Pumps under Proposed Amendments and Alternative Control Scenario**

Component Type	Proposed Amendments: Components Handling Material - 302 °F < IBP ≤ 372 °F		Alternative Control Scenario: Components Handling Material - 302 °F < IBP		Incremental Cost- Effectiveness (\$/ton)
	TOC Emission Reduction (tons/year)	Compliance Cost (\$/year)	TOC Emission Reduction (tons/year)	Compliance Cost (\$/year)	
Valves	3.9	\$111,790 - \$175,774	6.2	\$376,196 - \$591,517	\$112,725 - \$177,244
Non-Steam Quenched Pumps	0.18	\$3,682 - \$6,175	0.24	\$20,370 - \$34,163	\$256,043 - \$429,405



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## **APPENDIX E**

### **Response to Comments Summary**

# Summary of Comments and Responses on the Regulatory Package for Proposed Amendments to Regulation 8: Organic Compounds, Rule 18: Equipment Leaks

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Air District staff received one written comment letter prior to the June 22, 2024 comment deadline, from the Western States Petroleum Association (WSPA). WSPA is a non-profit trade association representing twenty-six companies involved in exploration, production, refining, transport, and marketing of petroleum, natural gas, petroleum products, and other energy supplies in California, Arizona, Nevada, Oregon, and Washington.

Commenter	Contact Information
Western States Petroleum Association (WSPA)	Kevin Buchan Senior Manager, Bay Area Region Regulatory Affairs Letter, June 21, 2024

Comments provided in the letter are grouped below by subject matter or theme.

### *Emissions and Emissions Reduction Calculations (EERC)*

Comment EERC-1: The commenter states that the current emissions and emissions reduction estimates provided in the Staff Report are inflated and are calculated using outdated emission factors. The commenter states that the Staff Report’s current emissions estimate of 133.8 tons per year and emissions reduction estimate of 128 tons per year are based on components intentionally omitted from the Heavy Liquids Study (HLS) by the Air District. The commenter states that these 128 tons per year (a reduction of over 95 percent) were calculated based on 40-year old emission factors for pressure relief valves (PRVs) and steam-quenched pumps (SQPs).

Response EERC-1: The commenter states that Air District emission estimates from 2015 are substantially higher than the estimates calculated by the commenter, and states that the estimates in the 2024 Staff Report are similarly overstated. This direct comparison of the 2015 estimate and the commenter’s estimate is misleading, as information on the number of components used

in the 2015 estimates is considerably different than that used in the commenter's estimate. As detailed below and in the 2024 Staff Report, the Air District's current estimates of emissions and emission reductions for the proposed amendments were developed using the best available and most appropriate information available, including results from the 2022 HLS (BAAQMD, 2022).

Air District staff reviewed and considered available published emission factors and developed the analysis using emission factors representing the best available and most appropriate information. The Air District reviewed a wide range of emissions studies and reports, including the 1977 U.S. EPA Study (U.S. EPA, 1977), 1979 U.S. EPA Study (U.S. EPA, 1979), U.S. EPA Report (U.S. EPA, 1980), 1993 Refinery Study (U.S. EPA, 1993), 1995 EPA Protocol (U.S. EPA, 1995), American Petroleum Institute (API) Publication Number 332 (API, 1995), 1996 API Study (API, 1996), 1999 CAPCOA Guidelines (CAPCOA, 1999), and the Air District Heavy Liquids Study (BAAQMD, 2022).

For PRVs, the current emissions estimates were calculated using an emission factor from Table 4-2 of the U.S. EPA Report (U.S. EPA, 1979). Air District staff reviewed and considered available published emission factors for PRVs and used the best available and most appropriate data in these calculations. This is because the emission factor from U.S. EPA Report (U.S. EPA, 1979) was the only emission factor for PRVs in heavy liquid service that was available based on mass emissions data obtained via the bagging method, which is the highest ranked method for estimating emissions from equipment leaks in the Air District's Petroleum Refinery Emissions Inventory Guidelines (BAAQMD, 2019). Staff considered use of the emission factor from Table-IV-1a of the 1999 CAPCOA report for estimating current emissions but determined that it was not representative of PRVs in heavy liquid service, because it was specific to components in gas service. In addition, staff considered deriving the emission factor using a correlation equation included in the 1999 CAPCOA report for PRVs. The correlation equation-derived emission factor provided in the 1999 CAPCOA report is applicable only to components already under a leak detection and repair (LDAR) program, thus the Air District determined it to be unsuitable for calculating emissions from components yet to be monitored via an LDAR program. Staff also reviewed data from the HLS, however, the HLS Report concluded that appropriate emission factors for PRVs could not be derived from the data due to an insufficient number of components studied.

For SQPs, which are not subject to LDAR program requirements in the current version of the Rule, the current emissions were calculated using an emission factor from Table VI-1a of the CAPCOA Guidelines (CAPCOA, 1999), which was sourced from 1980 U.S. EPA Report (U.S. EPA, 1980). The 1999 CAPCOA Report recommends using this emission factor for estimating emissions for components that are not under a LDAR program. In addition, similar to the emission factor used to estimate PRV emissions, the emission factor for SQPs was the only emission factor for PRVs in heavy liquid service that was available based on mass emissions data obtained via the bagging method, which is the highest ranked method for estimating emissions from equipment leaks in the Air District's Petroleum Refinery Emissions Inventory Guidelines (BAAQMD, 2019). Air District staff also considered deriving the emission factor using a correlation equation included in 1999 CAPCOA report but similarly determined it unsuitable for calculating emissions from components yet to be monitored via an LDAR program. Staff also reviewed data from the HLS, however, the HLS Report concluded that

appropriate emission factors for SQPs could not be derived since emissions could not be evaluated at some SQPs.

Comment EERC-2: The commenter questions the emission factors used by Air District staff to calculate emissions from PRVs, SQPs, and valves. The commenter states that staff does not explain its use of a 1979 PRV emission factor that is roughly 18 times higher than the factor for this equipment agreed in its 2018 Settlement, Enforcement, and Release Agreement (2018 Agreement) between refineries and the Air District. Further, the commenter states that WSPA provided more recent emissions-related data for SQPs to the Air District in 2021 that indicate an emission factor nearly 20 times lower than the 1979 emission factor used by staff. Lastly, the commenter asserts staff used an emission factor for valves that is higher than the factor shown in the HLS report (8.47E-05 lb/hr per valve vs 6.26E-05 lb/hr per valve).

Response EERC-2: The Air District considered using the interim emission factors for PRVs and SQPs available in the 2018 Agreement, which were sourced from 1999 CAPCOA Guidelines (CAPCOA, 1999). The emission factor for PRVs in the 2018 Agreement was derived using a correlation equation included in the 1999 CAPCOA Guidelines for PRVs. The correlation equation-derived emission factor provided in the 1999 CAPCOA Guidelines is applicable only to components already under a LDAR program, thus the Air District determined it to be unsuitable for calculating emissions from components yet to be monitored via an LDAR program. For SQPs, the Air District did use the emission factor from the 2018 Agreement, which was obtained from 1999 CAPCOA Guidelines but was originally sourced from 1980 U.S. EPA Report (U.S. EPA, 1980).

Air District staff reviewed available published studies on emission factors from component leaks and determined that the emission factors used in the Staff Report emissions calculations represent the best available and most appropriate emissions information. For the rationale behind the use of emission factors for PRVs and SQPs, please refer to Response EERC-1. For valves, the emissions were estimated using emission factors derived from emissions data and initial boiling point of materials as reported by the respective refineries as part of the HLS (BAAQMD, 2022). The HLS reported emission factor referenced by the commenter is an average factor for valves handling materials with an initial boiling point greater than 302 °F with no upper bound. Because the proposed amendments only apply to a subset of these valves (i.e., valves handling materials with an initial boiling point greater than 302 °F but less than or equal to 372 °F), the analysis in the Staff Report uses an emission factor that is specific to this subset of components. This emission factor more accurately corresponds to the subset of valves in heavy liquids service that will be subject to the proposed amendments.

Comment EERC-3: The commenter states that Air District staff did not consider emissions related data for SQPs as provided by WSPA in 2021. The commenter asserted that this data indicates an emission factor for SQPs that is nearly 20 times lower than the 1979 emission factor used in the Staff Report calculations.

Response EERC-3: The data referenced by the commenter were submitted by WSPA, prior to the completion and subsequent publication of the HLS report and were duly considered by Air District staff prior to publication of the HLS report. As indicated in the Air District's 2021

response (also attached to the commenter's letter), there are numerous deficiencies with the emissions data provided during the HLS. A significant number of the measurements were not measured within 1 centimeter from the leak interface as required by U.S. EPA Method 21 and the screening distance was not recorded for those measurements that did not conform with U.S. EPA Method 21. As noted in the HLS report, studies have shown that the measured leak concentration is directly related to the screening distance; therefore, the distance at which the measurement is taken is crucial in ensuring the validity of any emissions data obtained. As such and as indicated in the HLS report, the emissions could not be evaluated and thus an emission factor for SQPs could not be determined as part of the HLS results. Please refer to pages ES-4, 231, and 248 of the [HLS Report](#).

Comment EERC-4: The commenter states that Air District staff has not shown the derivation of the emission factor for valves with initial boiling points (IBPs) below 372 °F used in staff's calculations. The commenter also states that the HLS report does not list the initial boiling point (IBP) data for the components studied and that staff overestimated emissions reductions.

Response EERC-4: The emission factor used by Air District staff to calculate emissions from valves processing organic liquids with an IBP below 372 °F was derived by averaging the emissions determined in the HLS for HLS components processing materials with IBPs greater than 302 °F to less than or equal to 372 °F. The data on the IBP of materials were reported by the refineries as part of the HLS (BAAQMD, 2022). Data related to the initial boiling point of materials handled by the components were not included in the published HLS Report as some facilities had identified this data as confidential business information. This data is too voluminous to provide in this summary, but the Air District is able to make these records available under the California Public Records Act, subject to exemptions as provided by the law. Procedures are in place to ensure that records made available do not include trade secret information or any other information that may be kept confidential under state or federal law.

Comment EERC-5: The commenter refers to previous comments made in December 2023 on the preliminary draft version of the rule to restate that Air District staff inaccurately calculated post-rule emissions by applying correlation equations to action levels since the rule cannot prevent leaks from occurring at all times. The commenter questions the use of "a screening value of 10 ppmv for valves and a screening value of 20 ppmv for steam quenched pumps, non-steam quenched pumps, and pressure relief devices based on staff's review of historical LDAR screening data for light liquid components." The commenter states that there are no SQPs in light liquid service and that many SQPs cannot be screened with the available methods. The commenter further claims that the Air District has not allowed this logic for estimating emissions from Regulation 8: Organic Compounds, Rule 18: Equipment Leak (Rule 8-18) - controlled equipment since 2013. The commenter states that for purposes of permitting, the Air District has required facilities to calculate equipment emissions based on an assumption that at least some equipment leaks in between the inspection cycles will have a screening value of 10,000 ppmv or what is termed as a 'pegged leaker.' The commenter believes that this approach errs too far towards inaccuracy, and the assumed screening value and percentage of leaking equipment is measurably higher compared to what available data show. The commenter states that the staff's estimate of post-control emissions based on 10-20 ppmv is highly unlikely to be achieved in practice, and therefore the associated emissions reductions are overly exaggerated.

Response EERC-5: Air District staff derived the screening values of 10 ppmv for valves and 20 ppmv for steam-quenched pumps, non-steam quenched pumps, and pressure relief devices from historical LDAR screening data for light liquid components. This LDAR screening data is too voluminous to provide in this summary, but the Air District is able to make these records available under the California Public Records Act, subject to exemptions as provided by the law. Procedures are in place to ensure that records made available do not include trade secret information or any other information that may be kept confidential under state or federal law. Staff reviewed published emissions data and studies but did not identify any available controlled emission factors specific to screening values for heavy liquid service components. Since heavy liquids are less volatile in comparison to light liquids (and would typically be associated with lower emissions), the actual screening values for heavy liquid components are expected to be significantly lower than those of light liquid components. Therefore, use of these screening values based on light liquid components is unlikely to overstate the estimated emission reductions associated with the heavy liquid service components. In the absence of emission factors based on mass emissions data specific to heavy liquid service components under LDAR program, derivation of emission factors using historical LDAR concentration data and a correlation equation is the highest ranked method for estimating emissions in the Air District's Petroleum Refinery Emissions Inventory Guidelines (BAAQMD, 2019). Moreover, use of a correlation equation to estimate emissions reductions has been used in past Rule 8-18 amendments and by other air districts including South Coast Air Quality Management District, since early 2000s (SCAQMD 2002, 2007). This approach has been regularly utilized in both permitting and in emission inventories for Air District purposes.

Comment EERC-6: The commenter states that WSPA welcomes a collaborative effort with the Air District to develop and apply a consistent methodology for the estimation of emissions from equipment subject to Rule 8-18 to be used by facilities submitting permit applications for that same equipment. The commenter further states that WSPA members would also welcome a work effort with the Air District to review the available LDAR data to come up with such a methodology.

Response EERC-6: As stated earlier in Response EERC-5, use of emission factors derived using historical LDAR concentration data along with a correlation equation is the highest ranked method for estimating emissions in the Air District's Petroleum Refinery Emissions Inventory Guidelines (BAAQMD, 2019), and this approach has been regularly utilized in both permitting and in emission inventories for Air District purposes. Air District staff appreciates this offer from WSPA and believes it is in keeping with the collaborative spirit of the HLS in which the Air District conducted a joint study with the five Bay Area petroleum refineries and WSPA. Prior to initiating the HLS, and throughout the course of gathering data and compiling results, staff met with representatives of the refineries and WSPA on numerous occasions. Staff anticipates continued collaboration to advance the goal of decreasing emissions from equipment leaks at affected facilities.

### ***Feasibility of Screening and Sampling Steam Quenched Pumps (SQP)***

Comment SQP-1: The commenter cites the HLS report to indicate the Air District’s acknowledgement that SQPs cannot be screened by standard methods: “While screening at the pilot refinery, screening personnel encountered a type of pump that prevented screening at the required screening distance. Pumps that were designed with a steam quenching system were found to be difficult to monitor.... In some instances, steam from these pumps billowed at and near the seal and would condense within the screening instrument, causing it to malfunction.”

The commenter concludes that the SQPs were excluded from the HLS by the Air District due to this reason and further states that during the study, WSPA members indicated that it would not be possible to bag these pump seals for purposes of quantifying mass emissions, and that this was not contested by the Air District. The commenter cites a May 2021 letter from WSPA where a variety of alternative approaches for SQPs was proposed and which states that the Air District asserted the methodology proposed by WSPA was “flawed” without offering alternatives and claims that the Air District preferred expediting completion of the HLS rather than including emissions from SQPs in the HLS report.

The commenter asks how mass emission calculations will be performed for SQPs that are on the list of non-repairable equipment should the provisions of Section 8-18-306 be triggered, given the infeasibility of using standard sampling methods for this type of equipment.

Response SQP-1: Although screening personnel encountered difficulties obtaining readings at some SQPs during the HLS, this was not the case with the vast majority of SQPs. The HLS cites one case of a SQP where it was suspected that a high steam injection rate may have caused a leak resulting in high screening readings when taken at some distance from the seal. This particular SQP could not be sampled or screened near the seal because steam caused the screening instrument to malfunction. However, not all SQPs had steam billowing out of the seals to an extent that prevented screening, and some pumps were able to be screened per the comment letter. Please refer to page 231 of the [HLS report](#).

It is an oversimplification to cite these difficulties with some pumps as the reason that SQPs were excluded from the study. Among other considerations were the number of SQPs able to be screened and the high readings of a small number of SQPs as described in the HLS report. In addition, LDAR programs have been required by the Air District for various components for several decades. In instances where the Air District determines that a component cannot be monitored at a distance as required by the rule, the Air District’s past and current practice has been to work with the facility to determine the cause as to why a component cannot be monitored and attempt to obtain a measurement at a closest distance possible for a component.

In anticipation that a similar approach may be implemented for steam-quenched pumps as appropriate, the proposed amendments to the Rule have been revised to allow for alternative monitoring in Section 8-18-602, as approved in writing by the Air Pollution Control Officer (APCO). This provision is intended to provide flexibility to affected facilities in meeting the administrative requirements of the Rule using other appropriate methods and techniques. Operators of affected facilities may propose alternative, equivalent methods, or detectors to accomplish the screening or sampling that may differ from the current US EPA method listed. Alternative monitoring methods and techniques would be considered, provided that these

methods and techniques can provide equivalent information and sufficient data to evaluate compliance with applicable standards. Approval of any alternative monitoring method or technique by the APCO would require a thorough and robust technical review by Air District staff.

Comment SQP-2: The commenter states that WSPA has offered and welcomes a collaborative work effort with the Air District to develop a reasonable and feasible process for the detection and repair of leaking SQPs. The commenter reiterates the request from WSPA to exclude SQPs from the requirements of Rule 8-18 as the provisions, as currently written, are infeasible to implement.

Response SQP-2: The commenter has not provided sufficient evidence to justify the suggested exclusion of SQPs from rule requirements. Please see Response SQP-1, for more discussion on the feasibility of including these components in LDAR programs. Air District staff appreciates this offer from WSPA and believes it is in keeping with the collaborative spirit of HLS in which the Air District conducted a joint study with five Bay Area petroleum refineries and WSPA. Prior to initiating the HLS, and throughout the course of gathering data and compiling results, the Air District met with representatives of the refineries and WSPA on numerous occasions. Staff looks forward to continued collaboration to advance the goal of decreasing emissions equipment leaks at affected facilities.

### ***Cost-Effectiveness Analysis***

Comment CEA-1: The commenter references comments submitted in response to the Air District's November 2023 Request for Comments on draft amendments to Rule 8-18 in WSPA's December 2023 letter. In that letter, WSPA stated that the Air District had not provided a detailed cost-effectiveness analysis of the amended rule as required by the 2017 Enforcement Agreement and Agreement to Stay Litigation between the District and refineries (Settlement Agreement). The commenter now states that the analysis provided by the Air District is flawed due to the measurably exaggerated emissions reductions as estimated in Appendix D of the Staff Report.

Response CEA-1: A complete cost-effectiveness analysis is provided in Section VI.A of the Staff Report. The current and controlled emissions provided in the Staff Report were calculated using emission factors that are the best available and most appropriate based on a review of available published emission factors. Further, in response to the commenter's assertion that the analysis provided by the Air District is flawed due to the measurably exaggerated emissions reductions as estimated in Appendix D of the Staff Report, staff performed a comparative analysis using the emission factors provided by WSPA. The following table (Table RTC-1) illustrates the changes to the estimated emission reductions and associated cost-effectiveness using the WSPA-provided cost effectiveness values relative to the analysis present in the Staff Report.

**Table RTC-1**

**Summary of the Comparison of Emissions Reductions and Cost-Effectiveness Using WSPA-Recommended Emission Factors**

<b>Component Type</b>	<b>TOC Emission Reduction - Staff Report (tons/year)</b>	<b>TOC Emission Reduction - WSPA Recommended EFs (tons/year)</b>	<b>% Change to Emissions Reductions in SR</b>	<b>Compliance Cost (\$/year)</b>	<b>Cost-Effectiveness - Staff Report (\$/ton)</b>	<b>Cost-Effectiveness - WSPA Recommended EFs (\$/ton)</b>
Valves	3.9	2.4	-39%	\$111,790 - \$175,774	\$28,766 - \$45,230	\$47,112 - \$74,078
Steam Quenched Pumps	76.1	2.1	-97%	\$6,911 - \$11,590	\$91 - \$152	\$3,237 - \$5,428
Pressure Relief Valves	49.9	2.4	-95%	\$18,278 - \$18,278	\$369	\$7,691
<b>Total</b>	<b>129.9</b>	<b>6.9</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

While the estimated emissions reductions using the emission factors provided by WSPA are less than those estimated by Air District staff, the resulting cost effectiveness estimates using those emission factors remain in the range of historic cost effectiveness estimates for TOCs. Please see the attachment to this document for more details on the comparative analysis (RTC Attachment A: Rule 8-18 – Emissions Reduction and Cost-effectiveness Value Comparisons). Please refer to Responses EERC-1, 2, 3, 4, and 5 in the *Emissions and Emissions Reduction Calculations* section above for more information regarding the rationale for the choice of emission factors and the assumptions used in the emission calculations provided in the Staff Report.

### ***Outreach to Affected Stakeholders (OAS)***

Comment OAS-1: The commenter questions whether the Air District has conducted sufficient outreach to facilities potentially affected by proposed amendments to the rule. The commenter cites Table 3 of the Staff Report “Current Total Organic Compound Emissions from Affected Facilities” which shows seven non-refinery and five refinery facilities. The commenter further references a 2009 Staff Report for amendments to Regulation 8: Organic Compounds, Rule 33: Gasoline Bulk Terminals and Gasoline Cargo Tanks (Rule 8-33); and Regulation 8: Organic Compounds, Rule 39: Gasoline Bulk Plants and Gasoline Delivery Vehicles (Rule 8-39), which identified 26 non-refinery facilities subject to those rules. The commenter expresses the belief that these facilities were not included in Air District outreach efforts, and that such outreach efforts were insufficient given the difference between the facilities cited in Table 3 of the 2024 Staff Report for Rule 8-18 and those identified in the 2009 Staff Report for Rules 8-33 and 8-39.

Response OAS-1: In conducting public outreach for both the November 2023 Request for Comments and the May 2024 Proposed Amendments, the Air District identified over 40 facilities that may be affected by the proposed amendments to Rule 8-18. The list of facilities was compiled from Air District records of facilities that had previously submitted LDAR reports as part of Rule 8-18 requirements combined with records of permitted facilities that process organic materials. Although many of these facilities are unlikely to contribute significantly to the total organic compound emissions and projected emissions reductions resulting from the Rule 8-18 amendments, they may be affected by the proposed amendments. The Air District sent email announcements for both rule development packages to contacts for these facilities, as well as all contacts signed up for notifications regarding Air District Rules and Regulations.

Preliminary estimates of emissions, emission reductions and costs as provided in the Preliminary Staff Report (November 2023) were limited to those associated with the five refineries. In combination with the outreach efforts described above, the Air District expanded the list of potentially affected facilities to include terminals, as indicated in the estimates provided in the May 2024 Staff Report. The commenter’s comparison of the number of facilities affected by amendments to Rule 8-18 and the number affected by amendments to Rules 8-33 and 8-39 is not appropriate, as the Rule 8-18 amendments are largely associated with heavy liquids and the Rules 8-33 and 8-39 amendments are largely associated with gasoline.

### ***Rule Language by Section (RL)***

Comment RL-1 (Section 8-18-401.12): The commenter recognizes that as per Section 8-18-113, valves handling organic liquids with an initial boiling point greater than 372 °F are exempt from the requirements in the 400 section, but requests that in order to eliminate confusion, the wording in Section 8-18-401.12 be changed from “...all valves handling organic liquids with initial boiling points greater than 302 °F...” to “...all valves handling organic liquids with initial boiling points greater than 302 °F and less than or equal to 372 °F...”

Response RL-1: The Air District believes that the proposed rule language is sufficiently clear and that restating the exemption language in the administrative requirements section (Sections 8-18-401 through 8-18-407) would be unnecessary given the inclusion of exemptions in the general section (Sections 8-18-110 through 8-18-119). Moreover, the language change suggested by the commenter would not be appropriate given that valves in gas/vapor service do not qualify for exemption in Section 8-18-113.

Comment RL-2 (Section 8-18-231): The commenter asks that the definition text be changed so that it matches the text in the definition of “In gas/vapor service” provided in federal regulations (40 CFR 60.481 and 60.481a). The commenter suggests that this change is necessary to ensure that Air District regulations are not in conflict or contradictory to existing federal regulations as required by Health and Safety Code section 40727 (b)(4).

Response RL-2: The proposed definition is consistent with and does not conflict with existing federal regulations. Neither the federal definition for “in gas/vapor service” nor the Air District definition for “Gas/Vapor Service” refer to equipment that exclusively contains only gas or only vapor. While the terms “vapor” and “gas” are not identical, they are often used interchangeably. The federal and Air District definitions are functionally equivalent because such equipment will contain both gas and vapor. The cited federal regulations provide a definition that states “In gas/vapor service means that the piece of equipment contains process fluid that is in the gaseous state at operating conditions.” Section 8-18-231 provides the definition of Gas/Vapor Service as: “Containing vapors of an organic liquid at operating conditions, as applied to equipment subject to this rule.” The federal definition for “in gas/vapor service” is functionally equivalent to the definition provided in Section 8-18-231, and the proposed definition is consistent with and does not conflict with existing federal regulations.

Comment RL-3 (Section 8-18-503.6): The commenter asks that the reporting requirements of this section only be required of equipment that was not previously subject to rule requirements but will be subject due to the amendments made to the exemption in Section 8-18-113. The commenter further states that providing this data would be time-consuming and would not result in any emission reductions.

Response RL-3: In order to accurately review LDAR programs and monitor all equipment that will be subject to rule requirements as a result of the proposed amended rule, the Air District must know both the equipment subject to, as well as the equipment that is not subject to, the Section 400 requirements in Rule 8-18. The language in Section 8-18-503.6 allows for this

distinction to be made by Air District staff through review of the inventories provided as required by the section.

Comment RL-4 (Sections 8-18-503.7 & 503.8): The commenter requests that the deadline for submittal of these inventories be extended from one year following adoption to two years. The commenter states that resources in the Bay Area are limited for tagging, updating compliance databases, and monitoring. Extending the deadline would allow for facilities to train tagging and monitoring technicians to execute the requirements of the rule.

Response RL-4: There is no Section 8-18-503.8 in the proposed amended rule. The Air District understands that the commenter may have intended to reference Sections 8-18-503.5, 503.6 and 503.7. The Air District anticipates that a full year is sufficient to compile these inventories and notes that some facilities have already begun the process of identifying and tagging heavy liquid service components. The commenter has not provided sufficient evidence to support the need to change the deadlines provided in Section 8-18-503.

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## **RTC Attachment A**

### **Rule 8-18 – Emissions Reduction and Cost-effectiveness Value Comparisons**

## RTC Attachment: Rule 8-18 – Emissions Reduction and Cost-effectiveness Value Comparisons

- Valves (Staff Report) - derived from emission data and initial boiling point of materials as reported by the respective refineries as part of the Heavy Liquids Study (BAAQMD, 2022). The POC emission factor is for valves and non-steam quenched pumps handling material with an initial boiling point greater than 302 °F and less than or equal to 372 °F.
  - Source: Emissions data and initial boiling of materials data reported by the refineries during [Heavy Liquids Study](#).
- Valve (WSPA Comment - HLS EF for entire HL IBP Range) – WSPA recommended emissions factor is from emission factor for valves handling materials with an initial boiling point greater than 302 °F and no upper bound.
  - Source: [Heavy Liquids Study](#) (pg. ES-4 or PDF pg. 22)
- Steam Quenched Pumps (Staff Report) - This is the interim emission factor from the Rule 12-15 Settlement Agreement, used in the Staff Report and referenced in the 1999 CAPCOA guidance document. The original source of the emission factor is the 1979/1980 EPA Study.
  - Source: Table IV-1a – heavy liquid – pump seals EF from [1999 CAPCOA Guidance document](#) (pg. 9 or PDF pg. 14); Table 4-2 of [1979/1980 EPA Study](#) (pg. 22 or PDF pg. 30)
- Steam Quenched Pumps (Emission Factor provided by WSPA in 2021) – This was the emission factor recommended by WSPA or Todd Tamura in 2021 prior to the publication of the Heavy Liquids Study in 2022 and also submitted in January 2024 during amendment of Rule 8-18. According to the Response to the Comment Summary for the Heavy Liquids Study, the Air District did not agree with the information provided by WSPA.
  - Source: [SQP EF proposal email from Todd Tamura on 9/1/2021](#) (PDF pg. 2)
- Pressure Relief Valves (Staff Report) - was obtained from Table 4-2 of EPA Report (U.S. EPA, 1979) and was derived using field data.
  - Source: [1979/1980 EPA Study](#) (pg. 22 or PDF pg. 30)
- Pressure Relief Valves (WSPA Comment - 12-15 Interim EF - Correlation Eqn. at 500 PPM SV) – This is the emission factor in the Rule 12-15 Settlement Agreement, which is derived using correlation equation and screening value limit in the rule for PRVs which is 500 ppmv. The correlation equation was sourced from CAPCOA Guidance document.
  - Source: [2018 Rule 12-15 Enforcement Agreement](#) (pg. 11 or PDF. Pg. 15); Correlation equation from Table IV-3a of [1999 CAPCOA Guidance document](#) (pg. 20 or PDF pg. 25)

**Table 1 RTC Attachment: Emission Reduction Calculation and Comparison**

<b>Component Type</b>	<b>Component Counts</b>	<b>POC Emission Factor (lb/hour-component)</b>	<b>Current TOC Emissions (tons/year)</b>	<b>Controlled - POC Emission Factor (lb/hour-component)</b>	<b>Controlled TOC Emissions (tons/year)</b>	<b>TOC Emission Reduction (tons/year)</b>	<b>% Change. to Emission Reduction in SR</b>
Valves (Staff Report)	15,629	8.47E-05	5.8	2.79E-05	1.9	3.9	-
Valves (WSPA Comment - HLS EF for entire HL IBP Range)	15,629	6.26E-05	4.3	2.79E-05	1.9	2.4	-39%
Steam Quenched Pumps (Staff Report)	381	4.63E-02	77.3	7.20E-04	1.2	76.1	-
Steam Quenched Pumps (Emission Factor provided by WSPA in 2021)	381	2.00E-03	3.3	7.20E-04	1.2	2.1	-97%
Pressure Relief Valves (Staff Report)	600	1.90E-02	49.9	1.31E-04	0.3	49.6	-
Pressure Relief Valves (WSPA Comment - 12-15 Interim EF - Correlation Eqn. at 500 PPM SV)	600	1.04E-03	2.7	1.31E-04	0.3	2.4	-95%

**Table 2 RTC Attachment: Cost-effectiveness Calculation and Comparison**

<b>Component Type</b>	<b>TOC Emission Reduction (tons/year)</b>	<b>Min. Compliance Cost (\$/year)</b>	<b>Max. Compliance Cost (\$/year)</b>	<b>Min. Cost-Effectiveness (\$/ton of emissions reduced)</b>	<b>Max. Cost-Effectiveness (\$/ton of emissions reduced)</b>
Valves (Staff Report)	3.9	\$111,790	\$175,774	\$28,766	\$45,230
Valves (WSPA Comment - HLS EF for entire HL IBP Range)	2.4	\$111,790	\$175,774	\$47,112	\$74,078
Steam Quenched Pumps (Staff Report)	76.1	\$6,911	\$11,590	\$91	\$152
Steam Quenched Pumps (Emission Factor provided by WSPA in 2021)	2.1	\$6,911	\$11,590	\$3,237	\$5,428
Pressure Relief Valves (Staff Report)	49.6	\$18,278	\$18,278	\$369	\$369
Pressure Relief Valves (WSPA Comment - 12-15 Interim EF - Correlation Eqn at 500 PPM SV)	2.4	\$18,278	\$18,278	\$7,691	\$7,691

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

**RESOLUTION No. 2023- .**

**A Resolution of the Board of Directors of the Bay Area Air Quality Management District  
Amending Regulation 8 (Organic Compounds), Rule 18 (Equipment Leaks)  
and  
Adopting a California Environmental Quality Act Negative Declaration**

RECITALS

WHEREAS, the Board of Directors of the Bay Area Air Quality Management District (“Air District”) has determined that a need exists to amend Air District’s rules and regulations by adopting amendments to Regulation 8: Organic Compounds, Rule 18: Equipment Leaks (“Rule 8-18”) as set forth in Attachment A hereto (“Proposed Amendments”);

WHEREAS, the Board of Directors of the Air District obtains its authority to adopt, amend or repeal rules and regulations from Sections 40000, 40001, 40702, and 40725 through 40728.5, of the California Health & Safety Code;

WHEREAS, the Board of Directors of the Air District last amended Regulation 8, Rule 18 on November 3, 2021;

WHEREAS, the Proposed Amendments are also part of the Air District’s efforts to meet the requirements of California Assembly Bill 617 (“AB 617”), which requires the Air District to adopt and implement an expedited schedule for implementing Best Available Retrofit Control Technology (“BARCT”) at industrial facilities covered by the State’s Cap-and-Trade program;

WHEREAS, the Expedited BARCT Implementation Schedule adopted by the Air District in 2018 identified emissions of organic compounds from equipment leaks for which BARCT controls and requirements under Rule 8-18 should be evaluated and considered for amendment;

WHEREAS, the Proposed Amendments will implement these commitments in the Expedited BARCT Implementation Schedule and will enact more stringent requirements by expanding the number of components subject to leak detection and repair requirements;

WHEREAS, the Proposed Amendments also include a number of other changes to expand associated reporting and recordkeeping, and provide other updates adding clarity to the Rule;

WHEREAS, in response to a lawsuit filed by the Western States Petroleum Association and three Bay Area refineries, the Air District entered into a settlement agreement (“2017 Settlement Agreement”) with these parties dated March 24, 2017 in which Air District staff committed to complete a collaborative Heavy Liquid Study Report and propose revisions similar to the Proposed Amendments to the Board of Directors of the Air District for adoption;

WHEREAS, the Proposed Amendments reflect findings of the 2022 Heavy Liquid Study Report, which was a culmination of a 5-year collaborative effort with industry to determine emission

factors for components handling organic liquids with a boiling point greater than 302 degrees Fahrenheit and are in alignment with provisions of the 2017 Settlement Agreement;

WHEREAS, during this rule development process, Air District staff presented briefings to the Stationary Source & Climate Impacts Committee on October 11, 2023;

WHEREAS, Air District staff published an initial draft of the Proposed Amendments on November 20, 2023, accepted comments through December 20, 2023, and received three comment letters on those materials;

WHEREAS, in 2023 and 2024, the Air District met periodically with industry representatives to discuss concepts and specific issues relating to Rule 8-18 and drafting the Proposed Amendments;

WHEREAS, in response to feedback from the public, interested stakeholders, and Air District staff, as well as the Board of Directors, Air District staff prepared Proposed Amendments and a detailed Staff Report, along with a request for public comment, which staff published on the Air District website on May 23, 2024 and for which comments were accepted until June 22, 2024;

WHEREAS, the Air District received one comment letter on the Proposed Amendments;

WHEREAS, Air District staff have prepared summaries of the comments received and staff's responses in a Response to Comments document, which has been considered by the Board of Directors of the Air District and is incorporated herein by reference;

WHEREAS, Air District staff have prepared and presented to the public and to the Board of Directors of the Air District a Staff Report describing the purpose of and need for the Proposed Amendments, which has been considered by the Board of Directors and is incorporated herein by reference;

WHEREAS, the Board of Directors of the Air District held a public hearing on September 4, 2024, which was properly noticed in accordance with the provisions of Health & Safety Code Section 40725 and was conducted in accordance with the provisions of Health & Safety Code Section 40726, to consider the Proposed Amendments in accordance with all provisions of law;

WHEREAS, at the public hearing, the subject matter of the Proposed Amendments was discussed with interested persons in accordance with all provisions of law;

WHEREAS, in accordance with Health & Safety Code Section 40727, and based on substantial evidence presented at the hearing and described in the Staff Report and other documentation, the Board of Directors of the Air District has found and determined that the Proposed Amendments are necessary; that the Air District has the authority to adopt the Proposed Amendments; that the Proposed Amendments are clearly written and displayed; that the Proposed Amendments are consistent with other legal requirements; that the Proposed Amendments are not impermissibly duplicative of existing regulatory requirements; and that the Proposed Amendments will implement and make specific certain provisions of law as referenced and identified below;

WHEREAS, the Board of Directors has determined that a need exists to adopt the Proposed Amendments to address emissions in the Bay Area;

WHEREAS, the Board of Directors of the Air District has determined that the Air District has the authority to adopt the Proposed Amendments pursuant to Sections 40000, 40001, and 40702 of the Health & Safety Code, which authorize the Air District to adopt and implement regulations to control air pollution from stationary sources, and to execute the powers and duties imposed upon the Air District, among other things;

WHEREAS, the Board of Directors of the Air District has determined, based on a review of the text of the Proposed Amendments set forth in Attachment A and the rulemaking materials prepared by Air District staff, that the Proposed Amendments are written and displayed so that their meaning can be easily understood by the persons directly affected by the Proposed Amendments, and by the public at large;

WHEREAS, the Board of Directors of the Air District has determined that the Proposed Amendments are in harmony with and not in conflict with or contradictory to existing statutes, court decisions, and state and federal regulations;

WHEREAS, the Board of Directors of the Air District has determined that the Proposed Amendments do not impose the same requirements as any existing state or federal regulations, and are necessary and proper to execute the powers and duties granted to and imposed upon the Air District as the agency with authority to control air pollution emissions from stationary sources in the San Francisco Bay Area;

WHEREAS, the Board of Directors of the Air District has identified and determined that the Proposed Amendments will implement, interpret and/or make specific the provisions of Sections 40000, 40001, 40702, 40727, and 40920.6(c) of the California Health & Safety Code;

WHEREAS, the Board of Directors of the Air District finds and intends that its determinations stated in the preceding paragraphs constitute the findings the Board is required to make before adopting the Proposed Amendments pursuant to Health & Safety Code Section 40727;

WHEREAS, the Air District has prepared, pursuant to the requirements of Health & Safety Code § 40727.2, a written analysis of federal, state, and District requirements applicable to this source category and has found that the Proposed Amendments would not be in conflict with any federal, state, or other Air District rules, and the Board of Directors of the Air District has agreed with these findings;

WHEREAS, in accordance with the requirements of Health & Safety Code Section 40728 and other requirements of law, the Air District has maintained a file of the documents and other materials that constitute the record of proceedings on which this rulemaking project is based (including the environmental analysis for the project prepared in accordance with the California Environmental Quality Act), which record documents and other materials are located at the Bay Area Air Quality Management District, 375 Beale Street, Suite 600, San Francisco, 94105, and the custodian for which is Marcy Hiratzka, Clerk of the Boards;

WHEREAS, in accordance with the requirements of Health & Safety Code § 40728.5, the Board of Directors of the Air District has actively considered the socioeconomic impacts of the Proposed Amendments and has reviewed and considered the Socioeconomic Impact Analysis for the

Proposed Amendments prepared for the Air District by BAE Urban Economics, which concludes that the Proposed Amendments will not have any significant adverse socioeconomic impacts;

WHEREAS, the Board of Directors of the Air District, pursuant to the requirements of Health & Safety Code § 40920.6, has actively considered the incremental cost-effectiveness of the Proposed Amendments in meeting emission reduction goals under the California Clean Air Act as set forth in the Staff Report, and finds and determines that there are no incrementally more cost-effective control options that would achieve the emission reduction objectives of the Proposed Amendments;

WHEREAS, the Board of Directors of the Air District finds and determines that the Proposed Amendments are considered a “project” (“Proposed Project”) pursuant to the California Environmental Quality Act (“CEQA”) (Public Resources Code § 21000 *et seq.*);

WHEREAS, the Air District is the CEQA lead agency for this project pursuant to Section 21067 of CEQA and Sections 15050 and 15051 of the CEQA Guidelines (“Guidelines”) (Title 14 of the California Code of Regulations);

WHEREAS, potential environmental impacts related to projects under the AB 617 Expedited BARCT Implementation Schedule, including amendments to Rule 8-18, were previously analyzed in an Environmental Impact Report (“EIR”) certified by the Air District Board of Directors in December 2018;

WHEREAS, Air District staff contracted with an external environmental consultant, Environmental Audit Inc., to prepare an Initial Study as required by CEQA to evaluate the potential for significant environmental impacts resulting from the adoption and implementation of the Proposed Amendments. The Initial Study determined that no significant environmental impacts are expected, and therefore a proposed Negative Declaration has been prepared;

WHEREAS, the Initial Study and proposed Negative Declaration were offered for and subjected to public review and comment (Public Resources Code §§ 21082.1, 21091, 21092; California Code of Regulations, title 14, § 15070 *et seq.*);

WHEREAS, public notice was provided and copies of the Initial Study and proposed Negative Declaration were made available to all interested persons and an adequate comment period of at least 30 days was provided pursuant to CEQA Guidelines § 15105, subdivision (b);

WHEREAS, no comments were received on the Initial Study or proposed Negative Declaration;

WHEREAS, the Board of Directors of the Air District has considered the entire record, including the Initial Study, and has determined using its own independent judgment and analysis that there is no substantial evidence that the Proposed Amendments could have a significant effect on the environment, and has therefore determined that it is appropriate to adopt the Negative Declaration as proposed by Air District staff pursuant to Section 15074 of the CEQA Guidelines;

WHEREAS, this matter has been duly noticed and heard in compliance with applicable requirements of the Health & Safety Code, the Public Resources Code, and other applicable provisions of law;

WHEREAS, Air District staff provided copies of (i) the Proposed Amendments, and (ii) the proposed Negative Declaration to each of the members of the Board of Directors for their review and consideration in advance of the public meeting of the Board of Directors on September 4, 2024;

WHEREAS, Air District staff has recommended that the Board of Directors adopt the proposed Negative Declaration, which was prepared as the CEQA document for the Proposed Project, as being in compliance with all applicable requirements of CEQA;

WHEREAS, the Board of Directors of the Air District concurs with recommendations of Air District staff regarding the proposed Negative Declaration;

WHEREAS, Air District staff recommends that the Board of Directors adopt the Proposed Amendments; and

WHEREAS, the Board of Directors concurs with the recommendations of Air District staff regarding the Proposed Amendments.

#### RESOLUTION

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors of the Bay Area Air Quality Management District does hereby adopt the Negative Declaration set forth in Attachment B hereto and incorporated by reference as if fully set forth herein, finding that, in the Board's own independent judgment and analysis, and based on the whole record (including the Initial Study, the proposed Negative Declaration, and all other documents in the record), there is no substantial evidence that the Proposed Amendments will have a significant effect on the environment.

BE IT FURTHER RESOLVED that the Board of Directors of the Bay Area Air Quality Management District does hereby adopt the Proposed Amendments to Rule 8-18 with instructions to staff to correct any typographical or formatting errors before final publication.

BE IT FURTHER RESOLVED that in support of and as part of its adoption of the Proposed Amendments, the Board of Directors of the Bay Area Air Quality Management District hereby makes the following additional findings: For all of the reasons contained in the Staff Report, Section XI, which are incorporated by reference as if fully set forth herein, the Proposed Amendments are necessary; the Air District has the authority to adopt the Proposed Amendments; the Proposed Amendments are clearly written and displayed; the Proposed Amendments are consistent with other legal requirements; the Proposed Amendments are not impermissibly duplicative of existing regulatory requirements; and the Proposed Amendments will implement and make specific provisions of law as referenced and identified.

BE IT FURTHER RESOLVED that the record documents and other materials supporting this Resolution shall be maintained and made available for public review at the headquarters of the Bay Area Air Quality Management District at 375 Beale Street, Suite 600, San Francisco, CA 94105, and that the custodian for these documents and other materials shall be Marcy Hiratzka, Clerk of the Boards.

The foregoing Resolution was duly and regularly introduced, passed and adopted at a regular meeting of the Board of Directors of the Bay Area Air Quality Management District on the Motion of Director \_\_\_\_\_, seconded by Director \_\_\_\_\_, on the 4th day of September, 2024, by the following vote of the Board:

DRAFT



BAY AREA  
AIR QUALITY  
MANAGEMENT  
DISTRICT

**AGENDA: 27**

# **Proposed Amendments to Regulation 8: Organic Compounds, Rule 18: Equipment Leaks**

**Board of Directors Meeting  
September 4, 2024**

**Robert Cave  
Senior Air Quality Engineer  
[rcave@baaqmd.gov](mailto:rcave@baaqmd.gov)**

# Presentation Outcome

Board consideration of the adoption of proposed amendments to Regulation 8: Organic Compounds, Rule 18: Equipment Leaks (Rule 8-18) and adoption of California Environmental Quality Act (CEQA) Negative Declaration.

# Requested Action

Consider adoption of proposed amendments to Rule 8-18 and adoption of a CEQA Negative Declaration.

# Presentation Outline

- Background
  - Rule Purpose
  - Previous Rulemaking and Study
- Rule Development Process
- Purpose of Proposed Amendments
- Proposed Amendments
- Impacts of Proposed Amendments
- Public Comments
- Findings and Recommendations

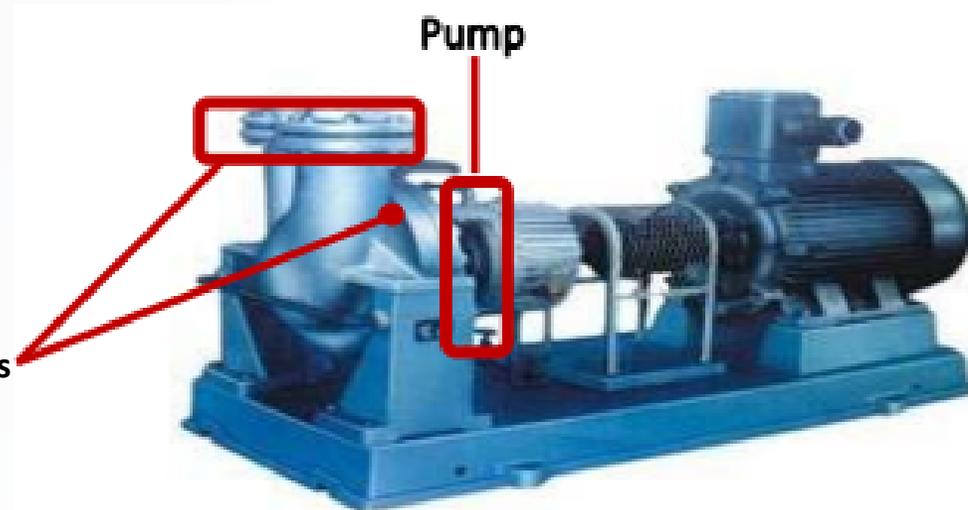
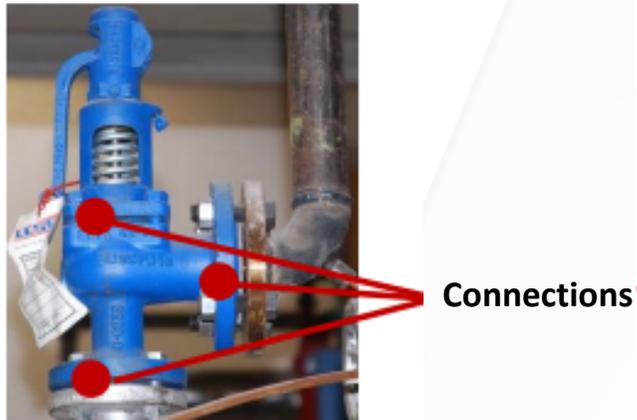
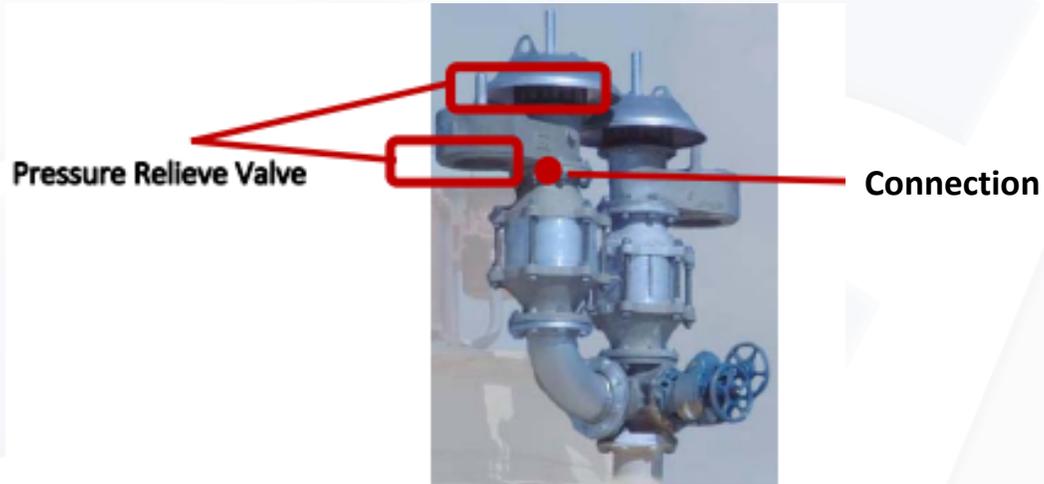
# Background: Rule Purpose

- Rule 8-18 limits total organic compound (TOC) emissions from equipment leaks at refineries, chemical plants, and facilities loading and storing gasoline in bulk quantities
- These facilities process organic liquids through a variety of pipes, valves, connections, pumps, compressors, and other equipment where organic compounds may leak into the air
- Large facilities such as refineries may have thousands of these components

# Background: Rule Purpose (cont.)

- Most effective control is a Leak Detection and Repair (LDAR) program -- equipment is monitored, and leaking equipment is then repaired
- Rule 8-18 details LDAR requirements for components at these facilities
- Process streams categorized by phase, vapor pressure, and/or boiling point – i.e., gaseous or vapor phase, light liquid, or heavy liquid
- Chance of leaks/fugitive emissions influenced by properties of materials being processed:
  - Generally, most likely to occur in components in gaseous or vapor service
  - Components handling the heaviest liquids are least prone to fugitive leak emissions

# Background: Valves, Pumps, Connections



# Background: Previous Rulemaking

- **2015** – Rule amended to add components in heavy liquid service to LDAR program as part of Petroleum Refinery Emissions Reduction Strategy (Rules 6-5, 8-18, 9-14, and 11-10)
- **2015** - Adopting resolution directed staff to re-examine emissions reductions and cost effectiveness issues related to the inclusion of equipment in heavy liquid service
- Heavy Liquids Study already started (pre-2015) to improve emission estimates for leaks from this equipment

# Background: Previous Rulemaking – (cont.)

- 2016** – Litigation; agreed to complete Heavy Liquids Study as basis for emissions estimation along with additional rule amendments
- 2018** – Included in AB 617 Expedited BARCT Implementation Schedule pending completion of the Heavy Liquids Study
- 2022** – Heavy Liquids Study report issued

# Heavy Liquids Study

- Arose in response to Refinery comments on Emissions Inventory Guidelines issued by the Air District
- Designed to improve obsolete emission estimates for components processing Heavy Liquids
- Five-year study conducted jointly with the 5 refineries and WSPA
- Over 10,000 components screened across multiple facilities
- Components in gas/vapor service excluded from study
- Resulting emission estimates are lower than those used previously (US EPA)

# Rule Development Process

- **Q4 2023** – Update provided to Stationary Source and Climate Impacts Committee
- **Q4 2023** – Published draft amendments and Preliminary Staff Report for public comments and engagement with stakeholders
- **Q2 2024** – Published proposed amendments, Staff Report, Socioeconomic Impact Analysis, CEQA Initial Study and Negative Declaration for public comment
- **September 4, 2024** – Public Hearing to Consider Adoption of Amendments and CEQA Negative Declaration

# Purpose of Proposed Amendments

- Enact more stringent requirements by expanding the number of components subject to LDAR requirements
- Expand reporting and recordkeeping
- Provide other updates adding clarity to the rule
- Reflect findings from the Heavy Liquid Study and align with the provisions of the enforcement agreement

# Proposed Amendments

- Add some components in Heavy Liquid Service into LDAR program (periodic monitoring with leaking equipment repaired in a timely manner)
  - Valves and pumps handling lighter end heavy liquids (initial boiling point < 372° F)
  - Steam-quenched pumps and pressure relief devices handling heavy liquids
  - Components handling heavy liquids in a gaseous or vapor phase

# Proposed Amendments – (cont.)

- Enhancement of recordkeeping and reporting requirements
  - Includes additional components
  - Clear deadlines for updates and timely submittals
- Additional definitions for clarity and completeness
- Updating of sampling and emissions calculation methods
- Other administrative updates and clarifications

# Emission Reductions

	<b>Affected Component Count</b>	<b>Current TOC Emissions (tons/year)</b>	<b>Controlled TOC Emissions (tons/year)</b>	<b>TOC Emission Reduction (tons/year)</b>
<b>Refinery Facilities</b>	16,813	133.8	4.1	129.7
<b>Non-refinery Facilities</b>	3,437	13.8	0.6	13.2

- Reviewed and considered available published emission factors for estimating emissions
- Analysis estimated emissions based on the best available and most appropriate information

# Compliance Costs

- Total compliance cost estimates included costs for component identification, component monitoring, and repair/replacement of leaking components
- Annual cost for all facilities combined: \$170,000 to \$255,000 per year
  - Identification Cost (Amortized): \$43,000 per year
  - Monitoring and Repair/Replacement Cost: \$127,000 to \$212,000 per year

# Cost Effectiveness Analysis

- Cost effectiveness is calculated by dividing the annualized compliance costs by tons of emission reductions expected each year
- Cost effectiveness for each component type:
  - Valve = \$29,000 to \$45,000 per ton of TOC
  - Non-steam quenched pumps = \$21,000 to \$35,000 per ton of TOC
  - Steam quenched pumps = \$90 to \$150 per ton of TOC
  - Pressure relief valves = \$370 per ton of TOC

# Incremental Cost Effectiveness Analysis

- Incremental difference in cost divided by the incremental difference in emission reductions between the different regulatory options
- Alternative control option identified for valves and non-steam quenched pumps
  - Expand LDAR requirement to components handling heavier liquids (initial boiling point greater than 372°F)
  - Incremental cost-effectiveness between proposed amendments and alternative control option
    - Valves = \$113,000 to \$177,000 per ton of TOC
    - Non-steam quenched pumps = \$256,000 to \$429,000 per ton of TOC
- Alternative control option not identified for other affected components (steam quenched pumps and pressure relief devices)

# Socioeconomic Impact Analysis

- Annual compliance costs range from \$23,000 to \$50,000 for refineries (0.01 to 0.05% of net income) and from \$3,000 to \$8,000 for non-refineries (0.1 to 3% of net income)
- The proposed amendments are not expected to result in significant socioeconomic impacts to affected Bay Area refinery and non-refinery facilities
- Annualized compliance costs are well below the 10 percent burden threshold for all affected entities
- Small businesses are not disproportionately affected by the proposed amendments

# CEQA Impact Analysis

- CEQA Initial Study was prepared on potential environmental impacts of the proposed amendments
- The proposed amendments will not have significant negative impacts on the environment and therefore a Negative Declaration was prepared

# Air District Impacts

- Additional work for staff for to conduct additional compliance inspections, review and management of additional records and reporting and related oversight and support
- Level of effort depends on compliance at facilities and prioritization of these sources for inspections
- Anticipate one to two FTEs would need to be dedicated to the Compliance and Enforcement Division initially
- Additional FTEs may be required to fully implement if sources require extensive oversight

# Summary of Comments Received

- One written comment letter on the following topics:
  - Emissions and Emissions Reduction Calculations
  - Feasibility of Screening and Sampling Steam Quenched Pumps
  - Cost-Effectiveness Analysis
  - Outreach to Affected Stakeholders
  - Specific Comments on Rule Language by Section
- A Response to Comments Summary is included as Appendix E to the Final Staff Report

# Cost Effectiveness Comparison Using WSPA Recommended Emission Factors

Component Type	TOC Emission Reduction - Staff Report (tons/year)	TOC Emission Reduction - WSPA Recommended EFs (tons/year)	% Change to Emissions Reductions in SR	Compliance Cost (\$/year)	Cost-Effectiveness - Staff Report (\$/ton)	Cost-Effectiveness - WSPA Recommended EFs (\$/ton)
Valves	3.9	2.4	-39%	\$111,790 - \$175,774	\$28,766 - \$45,230	\$47,112 - \$74,078
Steam Quenched Pumps	76.1	2.1	-97%	\$6,911 - \$11,590	\$91 - \$152	\$3,237 - \$5,428
Pressure Relief Valves	49.9	2.4	-95%	\$18,278 - \$18,278	\$369	\$7,691
<b>Total</b>	129.9	6.9	-	-	-	-

# Statutory Findings

Before adopting, amending, or repealing a rule, the Board of Directors must make the following findings:

- **Necessity** - H&SC Section 40727(b)(1)
- **Authority** - H&SC Section 40727(b)(2)
- **Clarity** - H&SC Section 40727(b)(3)
- **Consistency** - H&SC Section 40727(b)(4)
- **Non-Duplication** - H&SC Section 40727(b)(5)
- **Reference** - H&SC Section 40727(b)(6)

# Resolution and Recommendation

Staff recommends that the Board Adopt the Resolution adopting:

- Proposed Amendments to Rule 8-18
- CEQA Negative Declaration for the Proposed Amendments to Rule 8-18 finding that there will be no significant adverse environmental impacts

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

## Memorandum

To: Chairperson Davina Hurt and Members  
of the Board of Directors

From: Philip M. Fine  
Executive Officer/APCO

Date: September 4, 2024

Re: Reconsideration of Board-Approved Position for Senate Bill 1298 (Cortese)

RECOMMENDED ACTION

Remove the Air District’s current Board-approved position of “Oppose Unless Amended” and move to a “Neutral” position for Senate Bill (SB) 1298 (Cortese) - Certification of thermal powerplants: data centers. This item was discussed at the Policy, Grants, and Technology Committee (Committee) meeting on July 10, 2024. The Committee voted to recommend this item to the full Board for consideration.

BACKGROUND

The Board of Directors approved the Air District’s current position of “Oppose Unless Amended” for SB 1298 at its April 3, 2024, meeting. The concern with the bill in its previous forms, up until amendments taken on June 24, 2024, was that increasing the small power plant exemption (SPPE) threshold from 100 megawatts (MW) to 150MW would encourage larger diesel generator facilities to be sited in areas already experiencing higher cumulative burdens.

As of this writing, the bill has been amended six times since the April 3, 2024, Board meeting and up until the amended language released on June 24, 2024, the underlying reasons for the Air District’s Board-approved position of “Oppose Unless Amended” had not been addressed.

The amended language released on June 24, 2024, includes the below requirement before the California Energy Commission allows use of the SPPE program:

*“The commission obtains a determination from the applicable air pollution control district or air quality management district that the facility’s backup generation technology meets the best available control technology requirements, as defined in Section 40405 of the Health and Safety Code. The applicable air pollution control district or air quality management district shall report its determination to the commission pursuant to this subparagraph.”*

SB 1298 was further amended in Assembly Appropriations during the “Suspense” process to include language related to mitigating impacts from facilities permitted under the SB 1298 process. The newly amended language repeals the bill’s provisions on January 1, 2027, rather than January 1, 2030, and adds the following section of text to the bill:

*"SEC. 3. Section 25541.2 is added to the Public Resources Code, to read:*

*25541.2. (a) The owner or operator of a facility granted an exemption pursuant to subdivision (b) of Section 25541 shall fully mitigate the facility’s impacts on air quality, as determined by the appropriate air district. All actual emissions shall be mitigated, including emissions from emergency, maintenance, and testing operations.*

*(b) (1) For purposes of this section, a facility’s actual emissions shall be all emissions from any unit or engine when the unit or engine is in use for any reason.*

*(2) A facility subject to the requirements of this section shall report usage data to the commission and the appropriate air district on or before May 1 annually, including data on the hours of operation, fuel type, engine capacity, and tier of the engine.*

*(c) This section shall remain in effect only until January 1, 2027, and as of that date is repealed."*

## DISCUSSION

The Board will discuss and consider the Committee's recommendation to remove the current Board-approved position of “Oppose Unless Amended” and move the Air District to a “Neutral” position on Senate Bill 1298 (Cortese). This item was discussed at the Policy, Grants, and Technology Committee meeting on July 10, 2024. The Committee voted to recommend this item to the full Board for consideration.

*SB 1298 (Cortese) – Certification of thermal powerplants: data centers.*

CapitolTrack Summary: Current law vests the State Energy Resources Conservation and Development Commission with the exclusive power to certify all locations on which an electrical transmission line or thermal powerplant is constructed, or is proposed to be constructed, and related electrical transmission lines or thermal powerplants. Current law authorizes the commission to exempt from certification a thermal powerplant with a generating capacity of up to 100 megawatts, and modifications to existing generating facilities that do not add capacity in excess of 100 megawatts, if the commission finds that no substantial adverse impact on the environment or energy resources will result from the construction or operation of the proposed facility or from the modifications. This bill would additionally authorize the commission to exempt from certification a thermal powerplant with a generating capacity of up to 150 megawatts if specified requirements are met, including that it is used solely as a backup generation facility for a data center, it is located on the customer side of the meter and is not interconnected to the distribution system, a skilled and trained workforce is used to perform all construction work on the facility, as specified, the commission finds that no substantial adverse impact on the environment or energy resources will result from the construction and operation of the facility, and the commission obtains a determination from the applicable air pollution control district or air quality management district that the facility’s backup generation technology meets the best available control technology requirements. The bill would require the owner or operator of a facility granted an exemption under the bill to fully mitigate the facility’s impacts on air quality, as provided. The bill would repeal its provisions on January 1, 2027. (Based on 08/19/2024 text)

Status: SB 1298 passed the Senate favorably. The bill was originally double-referred to the Assembly Utilities and Energy Committee and Assembly Labor and Employment Committee, however, it had additionally been referred to the Assembly Natural Resources Committee, as well. The bill was heard on June 19, 2024, in the Assembly Utilities and Energy Committee and passed favorably with a vote of 14-0. The bill was heard on July 1, 2024, in Assembly Natural Resources and passed favorably with a vote of 12-0. The bill was heard on July 2, 2024, in the Assembly Labor and Employment Committee and passed favorably with a vote of 7-0. The bill was referred to the Assembly Appropriations Committee and was placed on the Suspense File and on August 15, 2024, the bill passed favorably with a vote of 11-0. The bill was referred to the Assembly Floor and is currently awaiting a vote.

Current Board-Approved Position: Oppose Unless Amended

Committee Recommendation: Remove “Oppose Unless Amended” position and move to “Neutral”

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Philip M. Fine  
Executive Officer/APCO

Prepared by: Alan Abbs  
Reviewed by: Viet Tran

ATTACHMENTS:

- 1. SB 1298 (Cortese) - Bill Text - As Amended on August 19, 2024
- 2. Reconsideration of Board-Approved Position for SB 1298 (Cortese) Presentation

AMENDED IN ASSEMBLY AUGUST 19, 2024

AMENDED IN ASSEMBLY JULY 3, 2024

AMENDED IN ASSEMBLY JUNE 24, 2024

AMENDED IN ASSEMBLY JUNE 3, 2024

AMENDED IN SENATE MAY 16, 2024

AMENDED IN SENATE APRIL 22, 2024

**SENATE BILL**

**No. 1298**

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**Introduced by Senator Cortese**

February 15, 2024

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An act to amend, repeal, and add Section 25541-~~of~~ *of, and to add and repeal Section 25541.2 of*, the Public Resources Code, relating to energy.

LEGISLATIVE COUNSEL'S DIGEST

SB 1298, as amended, Cortese. Certification of thermal powerplants: data centers.

Existing law vests the State Energy Resources Conservation and Development Commission with the exclusive power to certify all locations on which an electrical transmission line or thermal powerplant is constructed, or is proposed to be constructed, and related electrical transmission lines or thermal powerplants. Existing law authorizes the commission to exempt from certification a thermal powerplant with a generating capacity of up to 100 megawatts, and modifications to existing generating facilities that do not add capacity in excess of 100 megawatts, if the commission finds that no substantial adverse impact

on the environment or energy resources will result from the construction or operation of the proposed facility or from the modifications.

This bill would additionally authorize the commission to exempt from certification a thermal powerplant with a generating capacity of up to 150 megawatts if specified requirements are met, including that it is used solely as a backup generation facility for a data center, it is located on the customer side of the meter and is not interconnected to the distribution system, a skilled and trained workforce is used to perform all construction work on the facility, as specified, the commission finds that no substantial adverse impact on the environment or energy resources will result from the construction and operation of the facility, and the commission obtains a determination from the applicable air pollution control district or air quality management district that the facility's backup generation technology meets the best available control technology requirements. *The bill would require the owner or operator of a facility granted an exemption under the bill to fully mitigate the facility's impacts on air quality, as provided.* The bill would repeal its provisions on January 1, ~~2030~~ 2027.

Vote: majority. Appropriation: no. Fiscal committee: yes.  
State-mandated local program: no.

*The people of the State of California do enact as follows:*

1 SECTION 1. Section 25541 of the Public Resources Code is  
2 amended to read:  
3 25541. The commission may exempt from this chapter both  
4 of the following:  
5 (a) Thermal powerplants with a generating capacity of up to  
6 100 megawatts and modifications to existing generating facilities  
7 that do not add capacity in excess of 100 megawatts, if the  
8 commission finds that no substantial adverse impact on the  
9 environment or energy resources will result from the construction  
10 or operation of the proposed facility or from the modifications.  
11 (b) (1) Thermal powerplants with a generating capacity of up  
12 to 150 megawatts, subject to all of the following conditions:  
13 (A) The facility is used solely as a backup generation facility  
14 for a data center.  
15 (B) The facility is located on the customer side of the meter and  
16 is not interconnected to the distribution system.

1 (C) A skilled and trained workforce will be used to perform all  
2 construction work on the facility pursuant to paragraph (2).

3 (D) The commission finds that no substantial adverse impact  
4 on the environment or energy resources will result from the  
5 construction and operation of the facility.

6 (E) The commission obtains a determination from the applicable  
7 air pollution control district or air quality management district that  
8 the facility's backup generation technology meets the best available  
9 control technology requirements, as defined in Section 40405 of  
10 the Health and Safety Code. The applicable air pollution control  
11 district or air quality management district shall report its  
12 determination to the commission pursuant to this subparagraph.

13 (F) The commission finds that energy efficiency technologies,  
14 including Energy Star appliances and demand response options,  
15 have been considered first to reduce data center load.

16 (G) The applicant provides a report to the commission on the  
17 expected energy use of the facility, including, but not limited to,  
18 energy intensities, peak factors, load profiles, and other related  
19 information.

20 (2) An application for an exemption pursuant to this subdivision  
21 shall include the applicant's certification that a skilled and trained  
22 workforce will be used to perform all construction work on the  
23 facility and all of the following apply:

24 (A) The applicant shall require in all contracts for the  
25 performance of work that every contractor and subcontractor at  
26 every tier will individually use a skilled and trained workforce to  
27 construct the facility.

28 (B) Every contractor and subcontractor shall use a skilled and  
29 trained workforce to construct the facility.

30 (C) Except as provided in subparagraph (E), contractors and  
31 subcontractors that fail to use a skilled and trained workforce shall  
32 be subject to the penalties provided in Section 2603 of the Public  
33 Contract Code. Penalties for a contractor's or subcontractor's  
34 failure to comply with the requirement to use a skilled and trained  
35 workforce may be assessed by the Labor Commissioner within 18  
36 months of completion of the facility using the same procedures  
37 for issuance of civil wage and penalty assessments pursuant to  
38 Section 2603 of the Public Contract Code. Penalties shall be paid  
39 to the State Public Works Enforcement Fund.

1 (D) For purposes of this subparagraph, an applicant shall be  
2 considered to be an “awarding body” under Chapter 2.9  
3 (commencing with Section 2600) of Part 1 of Division 2 of the  
4 Public Contract Code. Except as provided in subparagraph (E),  
5 the applicant shall retain records, including copies of monthly  
6 reports, that demonstrate compliance with Chapter 2.9  
7 (commencing with Section 2600) of Part 1 of Division 2 of the  
8 Public Contract Code while the facility or contract is being  
9 performed and for three years after completion of the facility or  
10 contract. The applicant shall submit these records immediately  
11 upon request of the commission. When submitted to the  
12 commission, these records shall be a public record under the  
13 California Public Records Act (Division 10 (commencing with  
14 Section 7920.000) of Title 1 of the Government Code) and shall  
15 be open to public inspection.

16 (E) Subparagraphs (C) and (D) do not apply if all contractors  
17 and subcontractors performing work on the facility are subject to  
18 a project labor agreement. The project labor agreement shall also  
19 include, but not be limited to, all of the following:

20 (i) Provisions requiring compliance with the skilled and trained  
21 workforce requirement and for enforcement of that obligation  
22 through an arbitration procedure.

23 (ii) Targeted hiring provisions, including a targeted hiring plan,  
24 on a craft-by-craft basis to address job access for local,  
25 disadvantaged, or underrepresented workers, as defined by a local  
26 agency.

27 (iii) Apprenticeship utilization provisions that commit all parties  
28 to increasing the share of work performed by state-registered  
29 apprentices above the state-mandated minimum ratio required in  
30 Section 1777.5 of the Labor Code.

31 (iv) Apprenticeship utilization provisions that commit all parties  
32 to hiring and retaining a certain percentage of state-registered  
33 apprentices that have completed the Multi-Craft Core  
34 preapprenticeship training curriculum referenced in subdivision  
35 (t) of Section 14005 of the Unemployment Insurance Code.

36 (3) Nothing in this subdivision affects the authority of the  
37 applicable air pollution control district or air quality management  
38 district pursuant to Division 26 (commencing with Section 39000)  
39 of the Health and Safety Code or the federal Clean Air Act (42  
40 U.S.C. Sec. 7401 et seq.).

1 (c) This section shall remain in effect only until January 1, ~~2030~~,  
2 2027, and as of that date is repealed.

3 SEC. 2. Section 25541 is added to the Public Resources Code,  
4 to read:

5 25541. (a) The commission may exempt from this chapter  
6 thermal powerplants with a generating capacity of up to 100  
7 megawatts and modifications to existing generating facilities that  
8 do not add capacity in excess of 100 megawatts, if the commission  
9 finds that no substantial adverse impact on the environment or  
10 energy resources will result from the construction or operation of  
11 the proposed facility or from the modifications.

12 (b) This section shall become operative on January 1, ~~2030~~,  
13 2027.

14 SEC. 3. Section 25541.2 is added to the Public Resources Code,  
15 to read:

16 25541.2. (a) *The owner or operator of a facility granted an*  
17 *exemption pursuant to subdivision (b) of Section 25541 shall fully*  
18 *mitigate the facility's impacts on air quality, as determined by the*  
19 *appropriate air district. All actual emissions shall be mitigated,*  
20 *including emissions from emergency, maintenance, and testing*  
21 *operations.*

22 (b) (1) *For purposes of this section, a facility's actual emissions*  
23 *shall be all emissions from any unit or engine when the unit or*  
24 *engine is in use for any reason.*

25 (2) *A facility subject to the requirements of this section shall*  
26 *report usage data to the commission and the appropriate air*  
27 *district on or before May 1 annually, including data on the hours*  
28 *of operation, fuel type, engine capacity, and tier of the engine.*

29 (c) *This section shall remain in effect only until January 1, 2027,*  
30 *and as of that date is repealed.*

O



BAY AREA  
AIR QUALITY  
MANAGEMENT  
DISTRICT

**AGENDA: 28**

# **Reconsideration of Board-Approved Position for Senate Bill 1298 (Cortese)**

**Board of Directors Meeting  
September 4, 2024**

**Viet Tran  
Deputy Executive Officer of Public Affairs**

**[vtran@baaqmd.gov](mailto:vtran@baaqmd.gov)**



# Presentation Requested Action

Remove the Air District's current Board-approved position of "Oppose Unless Amended" and move to a "Neutral" position for Senate Bill **(SB) 1298 (Cortese) - Certification of thermal powerplants: data centers**. This item was discussed at the Policy, Grants, and Technology Committee (Committee) meeting on July 10, 2024. The Committee voted to recommend this item to the full Board for consideration.

# Bill Summary

## **Certification of thermal powerplants: data centers.**

SB 1298 would increase the size of backup power plants that the California Energy Commission can grant a “small power plant exemption” (SPPE) from environmental review from 100 megawatts to 150 megawatts.

# Reason for Reconsideration

SB 1298 was amended on June 24, 2024, to include the below requirement before the California Energy Commission allows use of the SPPE program:

*“The commission obtains a determination from the applicable air pollution control district or air quality management district that the facility’s backup generation technology meets the best available control technology requirements, as defined in Section 40405 of the Health and Safety Code. The applicable air pollution control district or air quality management district shall report its determination to the commission pursuant to this subparagraph.”*

# Reason for Reconsideration (cont.)

SB 1298 was further amended in Assembly Appropriations during the “Suspense” process. The amendments went into print on August 19, 2024.

The newly amended language repeals the bill’s provisions on January 1, 2027, rather than January 1, 2030, and adds the following section of text to the bill (next slide):

# Reason for Reconsideration (cont.)

*“SEC. 3. Section 25541.2 is added to the Public Resources Code, to read:  
25541.2. (a) The owner or operator of a facility granted an exemption pursuant to subdivision (b) of Section 25541 shall fully mitigate the facility’s impacts on air quality, as determined by the appropriate air district. All actual emissions shall be mitigated, including emissions from emergency, maintenance, and testing operations.*

*(b) (1) For purposes of this section, a facility’s actual emissions shall be all emissions from any unit or engine when the unit or engine is in use for any reason.*

*(2) A facility subject to the requirements of this section shall report usage data to the commission and the appropriate air district on or before May 1 annually, including data on the hours of operation, fuel type, engine capacity, and tier of the engine.*

*(c) This section shall remain in effect only until January 1, 2027, and as of that date is repealed.”*

# Bill Status

## Certification of thermal powerplants: data centers.

- Passed the referred Committees and Floor in the Senate.
  - Energy, Utilities, and Communications (4/16/24) | Appropriations (5/6/24) | Appropriations – Suspense File (5/16/24) | Senate – Floor (5/22/24)
- Originally double-referred to the Assembly Utilities and Energy Committee and Assembly Labor and Employment Committee, however, it was additionally referred to the Assembly Natural Resources Committee.

# Bill Status (cont.)

- Passed the referred Committees and Floor in the Assembly.
  - Utilities and Energy (6/19/24) | Natural Resources (7/1/24) | Labor and Employment (7/2/24) | Appropriations – Suspense File (8/15/24)
- Next Step: As of this writing, the bill is awaiting a vote on the Assembly Floor.

Current Board-Approved Position: Oppose Unless Amended

Policy, Grants, and Technology Committee Recommendation:  
Remove “Oppose Unless Amended” position and move to “Neutral”

# Recap: Presentation Requested Action

Remove the Air District's current Board-approved position of "Oppose Unless Amended" and move to a "Neutral" position for Senate Bill **(SB) 1298 (Cortese) - Certification of thermal powerplants: data centers**. This item was discussed at the Policy, Grants, and Technology Committee (Committee) meeting on July 10, 2024. The Committee voted to recommend this item to the full Board for consideration.

# Questions / Discussion

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

Memorandum

To: Chairperson Davina Hurt and Members  
of the Board of Directors

From: Philip M. Fine  
Executive Officer/APCO

Date: September 4, 2024

Re: Air District 2024-2029 Strategic Plan

RECOMMENDED ACTION

Recommend the Board of Directors approve the *2024-2029 Strategic Plan* for implementation.

BACKGROUND

The *2024-2029 Strategic Plan* was developed through a collaborative process with community members, Air District employees, the Board of Directors and Community Advisory Council members, representatives from regulated industries, and our government and non-government partners. We surveyed more than 60 individuals with whom we regularly work. We gave public updates about the plan's progress at public meetings of our Board of Directors and our Community Advisory Council from January through July 2024.

As part of this outreach, we discussed what needs to change, what we are doing well, and where we can do better. We talked about the Air District's internal strengths and weaknesses, and external opportunities and threats. We held visioning exercises to learn about what we aspire to be over the long term and hope to achieve in the short term. We collaborated on goals and strategies and the actions needed to achieve real change.

What we learned is that people value the Air District's renewed focus on environmental justice and community engagement. They appreciate our knowledge and technical expertise, and our emphasis on science. We heard about our internal challenges, like poor internal communication and bureaucratic processes that disincentivize change, innovation, and collaboration. We heard that there continues to be a lack of trust in the Air District, particularly in communities overburdened by pollution. There is also a sense of opportunity. Permitting and enforcement of our regulations on industries, gas stations, generators and other stationary sources could be more transparent, efficient, and a mechanism for advancing environmental justice. People also see an opportunity to embrace new technology and funding sources to achieve our air quality goals.

Notably, communities, Board members, and employees all share the belief that the Air District is an air quality leader, in California and nationally. Being a leader, however, means we need to continue to be bold and visionary to ensure that all communities have equitable access to clean air.

## DISCUSSION

The *2024-2029 Strategic Plan* is centered on four primary goals: 1. Achieve impact, 2. Advance environmental justice, 3. Foster cohesion and inclusion, and 4. Maintain an effective, accountable, and customer-oriented organization. The plan's goals are designed to move us closer to our long-term mission, and near-term vision of organizational transformation. Each goal includes objectives, strategies, and our commitments to action. We also include a detailed narrative for the strategies to describe how they will advance the plan's goals and objectives.

### **Environmental Justice: A Strategic Focus**

Over the last two and a half years, the Air District Community Advisory Council has been advising the Air District on what environmental justice means and about what we should consider as we shift toward centering our work in environmental justice.

To help us understand the strategies and actions that would move toward more equitable outcomes in communities, the council formed an Ad Hoc committee on Environmental Justice Policy in late 2022 to work directly with Air District leadership and employees. The *2024-2029 Strategic Plan* reflects this partnership. It also reflects the knowledge gained from our many conversations with the council and other community members on what we need to do to advance environmental justice.

The strategies in this plan were developed not only in consultation with the Community Advisory Council, but also in consideration of their Environmental Justice Priorities. More than three quarters of the strategies in this plan link directly to one or more of the Community Advisory Council priorities.

### **Outreach and Engagement**

Beginning on July 3, when the draft plan was ready for distribution, we notified more than 6,000 individuals and groups about the plan's availability on our public website. We provided a 30-day public comment period, during which we offered both online and in-person workshops. We also had several additional, targeted online workshops and meetings after the formal comment period had closed. We considered the comments we heard in these meetings and used them to further improve the draft final *2024-2029 Strategic Plan* included in your packets. A response to comments document is also included to provide an overview of the comments received.

**Continued Implementation and Next Steps**

Much of the work described in the strategic plan is well under way. With approval from the Board, we will continue our implementation efforts through the completion and development of action plans, which will include performance timelines, milestones, metrics, and targets. We will also continue our work with communities in our efforts to implement most of the plan's strategies. Each year, we will do an annual implementation progress report for increased transparency and to reassess and realign resources, as needed.

**BUDGET CONSIDERATION/FINANCIAL IMPACT**

None.

Respectfully submitted,

Philip M. Fine  
Executive Officer/APCO

Prepared by: Dr. Deborah Jordan, Dr. Idania Zamora, Christy Riviere, Leonid Bak and Sonam Shah-Paul

Reviewed by: Dr. Philip M. Fine

**ATTACHMENTS:**

1. Draft Air District 2024-2029 Strategic Plan
2. Air District Strategic Plan Comment Letters
3. Air District Strategic Plan Response to Public Comment
4. Air District Strategic Plan Presentation

Draft for September 4, 2024  
Board of Directors Meeting

# Bay Area Air Quality Management District

2024-2029  
Strategic Plan



BAY AREA  
AIR QUALITY  
MANAGEMENT  
DISTRICT

# Acknowledgments

## Strategic Planning Board Ad Hoc Committee

Davina Hurt, *Chair*  
Lynda Hopkins, *Vice Chair*  
Joelle Gallagher

## 2024 Community Advisory Council

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Mayra Pelagio, *Co-Chair*  
Ken Szutu, *Co-Chair\**  
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Fernando Campos  
William Goodwin  
Ms. Margaret Gordon  
Arieann Harrison  
Joy Massey (until July 2024)\*  
Hana Mendoza (until April 2024)  
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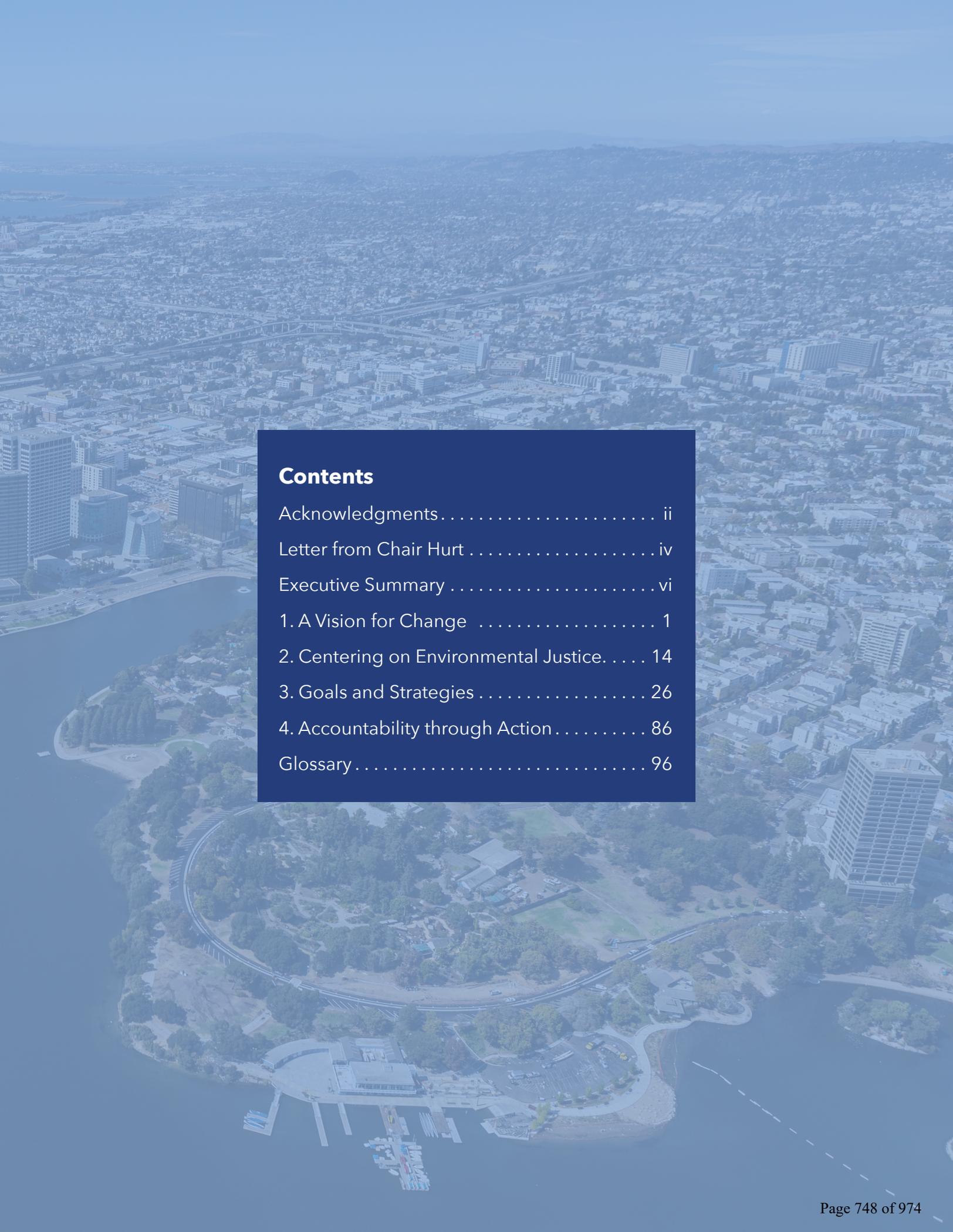
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# LETTER FROM THE CHAIR

**I am deeply honored to serve as Chair of the Bay Area Air Quality Management Board of Directors in this time of transformation. I am proud of the work we have done, together with employees, community, and our partners to develop one of the most forward thinking, ambitious strategic plans ever to be adopted by a local air district in the state - one centered on fairness, respect, diversity, equity and inclusivity.**

My commitment to environmental justice and air quality was neither planned nor obvious. As a small child, on long annual road trips to visit my grandparents in East Chicago and Gary, Indiana, I could always tell we were getting close by the distinct, unmistakable odors emanating from the nearby steel mills and chemical plants. These types of industries were placed in communities of predominantly black and brown people. Children in these neighborhoods, including my cousins, had limited opportunities to freely play outside due to the persistent air pollution and suffered from asthma. Stronger regulations could have and should have protected my family and the communities living near these industries, while still allowing for jobs and economic prosperity. This balance is not only necessary, but achievable.

Driven by a desire to reimagine the American Dream for everyone, these experiences have fueled my commitment to supporting those who are forced to live in unhealthy conditions. I have come to understand that a better environment is both possible and within reach. My lived experience mirrors that of many communities here in the Bay Area. To create the change we need, we must listen, value, and incorporate these experiences into the work we do together. The *2024-2029 Strategic Plan* is our guiding light in this endeavor and is crafted as a testament to our commitment to meaningful change.

Passing regulations to reduce air pollution, issuing permits, enforcing our regulations, distributing state incentives, and ensuring we have the best data and information about air quality in our region are core functions of the Air District. These efforts are foundational to reducing air pollution, protecting people's health and mitigating climate change.

The *2024- 2029 Strategic Plan* is about how we will transform this work to address air quality issues more effectively, with a focus on communities most overburdened by air pollution. It will also guide us in aligning more closely with our core values of environmental justice, equity, integrity, partnership, transparency, and trust, with strong foundations of law and science. These values ground our work, both inside and outside of the organization.

I am grateful for our dedicated employees - public servants who work tirelessly to get the job done day in and day out. Hard work, dedication, and commitment are the backbone of the Air District's success. I am deeply proud to work with all of you. And I am proud to not only be a representative for the cities of San Mateo County, but to work with and represent all communities throughout the Bay Area, prioritizing science and environmental justice in our core work.

I have always aimed to reignite the "American Dream" for everyone in my advocacy, and that is precisely what we are doing here at the Air District. Dream - Aspire - Achieve.

*Davina Hurt, Chair  
Bay Area Air Quality Management District*

## Board of Directors

### Alameda County

Juan González III  
David Haubert  
Nate Miley  
Mark Salinas

### Contra Costa County

Ken Carlson  
John Gioia  
Gabe Quinto  
Mark Ross

### Marin County

Katie Rice

### Napa County

Joelle Gallagher

### San Francisco City and County

Tyrone Jue (Mayor's Appointee)  
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Davina Hurt, Chair  
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### Santa Clara County

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Otto Lee  
Sergio Lopez  
Vicki Veenker

### Solano County

Erin Hannigan  
Steve Young

### Sonoma County

Brian Barnacle  
Lynda Hopkins, Vice Chair



# Executive Summary

## About the Air District

For nearly seventy years, the Bay Area Air Quality Management District has led the way toward cleaner air for people living in the Bay Area. The Air District is responsible for regulating stationary sources of pollution, including permanent facilities found at ports, oil refineries, and large industrial complexes. Vehicles and other “mobile” sources are not regulated by the Air District.

We have adopted groundbreaking regulations on businesses and industry, funded cleaner cars and trucks, and partnered with local governments to create a healthier environment. These efforts have transformed smog-filled skies into ones that are mostly clean. However, communities located near freeways, busy roadways, distribution centers, and large industrial facilities are exposed to relatively higher levels of air pollution than most everyone else in the Bay Area. These communities are also most often lower-income communities of color, and have not shared equally in air quality improvements.

## Strategic Plan Purpose

The *2024-2029 Strategic Plan* is about how we will transform our work to address air quality issues more effectively, with a focus on local communities most overburdened by air pollution. It is also about how we will transform our organization to align more closely with our core values of environmental justice, equity, integrity, partnership, transparency, and trust.

The strategic plan includes 6 core values, a revised mission, a 5-year organizational vision, 4 goals, and 36 strategies.

## Why is it important?

The strategic plan will guide the Board of Directors, Committees, Councils, and Air District employees in their work and decision-making, making certain the envisioned transformation happens. It is also a tool for accountability and for the public to track progress and communicate feedback.

**Where can I find updates?**

**Visit [baaqmd.gov/strategicplan](https://baaqmd.gov/strategicplan)**

# Strategic Plan Framework

## MISSION

The Air District improves air quality to protect public health, reduce historical and current environmental inequities, and mitigate climate change and its impacts.

## CORE VALUES



## 5-YEAR VISION

Over the next 5 years, the Air District will transform its workforce, operations, community engagement, and programs to improve air quality, increase public trust, and demonstrate leadership in equity-centered environmental stewardship.

## Environmental Justice Priorities

1. Advance Environmental Justice
2. Provide Meaningful Agency Support to Advance Environmental Justice
3. Integrate Environmental Justice Considerations in Core Functions
4. Implement Environmental Justice Best Practices and Innovation
5. Communicate with Clarity, Transparency, and Integrity
6. Grow Capacity of Air District Staff and Board Members to Integrate Environmental Justice
7. Grow Capacity of Environmental Justice Communities and Organizations
8. Seek Appropriate Legal Remedies and Coordinate with Environmental Justice Communities
9. Provide Technical Assistance to Local Governments

## 5-YEAR GOALS



# Goal 1: Achieve Impact



## Reduce Health Impacts of Air Pollution

### **Strategy 1.1 Change Approach to Air Quality:**

We will change our approach to reducing air pollution so that we achieve more meaningful improvements to air quality in communities, with a focus on those overburdened by air pollution.

### **Strategy 1.2 Stronger Regulations:**

We will develop stronger regulations, prioritizing those that can improve local air pollution.

**Strategy 1.3 Minimize Flaring:** We will minimize flaring at oil refineries to lessen the impact flaring has on communities, including air pollution and odors.

### **Strategy 1.4 Reimagine Funding:**

We will reimagine funding programs so that they better benefit communities impacted by air pollution.

## Hold Violators Accountable

### **Strategy 1.5 Enhance Violation Investigations:**

We will enhance our procedures for investigating violations of Air District regulations in communities overburdened by air pollution to better protect community health.

### **Strategy 1.6 New Enforcement Policy:**

We will collaborate with communities to develop an enforcement policy to better prevent violations of air quality regulations.

## Mitigate Climate Change and Its Impacts

### **Strategy 1.7 New Climate Solutions:**

We will develop new regional solutions for climate change and support partners to advance climate change mitigation.

# Goal 2: Advance Environmental Justice



## Build Partnerships and Community Capacity

### **Strategy 2.1 Community Partnership:**

We will develop partnerships with communities so they can directly participate in the solutions to the air quality problems that impact them.

### **Strategy 2.2 Collect Community Data:**

We will build community capacity to collect air pollution data and ensure the Air District better utilizes those data to reduce the pollution that harms communities most.

### **Strategy 2.3: Make Data Accessible:**

We will give communities the tools and data they need to access and understand air pollution data so they can be better informed of any potential air pollution problems.

### **Strategy 2.4 Community Health Data:**

We will provide communities with better health information, so they know the potential health implications of air pollution and are better able to participate in decision-making.

### **Strategy 2.5 Air Quality Complaints:**

We will improve the complaint process to ensure it is effective and transparent.

### **Strategy 2.6: Talk with Communities:**

We will meet with communities about air pollution problems in their neighborhoods, their concerns, how we are addressing them, and what more they need from us, so we are more responsive to communities.

## Identify Disparities

### **Strategy 2.7 Understand Local Air Pollution:**

We will work with communities overburdened by air pollution to develop a more complete understanding of air pollution in their neighborhoods.

## Reduce Disparities

### **Strategy 2.8 Community-Directed Funds:**

We will manage funds to benefit communities in partnership with those communities, including the money that the Air District collects in penalties from air pollution violations that affect communities.

### **Strategy 2.9 Address Legal Barriers:**

We will strive to change laws that prevent the Air District from advancing environmental justice.

### **Strategy 2.10 Civil Rights Laws:**

We will advance and prioritize compliance with civil rights laws, including the federal Civil Rights Act of 1964 and related California laws.

### **Strategy 2.11 Cumulative Health Impacts:**

We will develop our understanding of the cumulative effects of air pollution and other stressors, and use this information to focus regulatory efforts in areas experiencing the most serious air pollution and related cumulative impacts.

# Goal 3: Foster Cohesion and Inclusion



## Embody Diversity, Equity, Inclusion, and Belonging

### **Strategy 3.1 A Diverse Workforce:**

We will build on our efforts to ensure the Air District's workforce is diverse and reflective of the communities we serve to instill community trust and develop better solutions to air quality problems.

### **Strategy 3.2 Be Welcoming and Inclusive:**

We will make sure everyone in the organization understands and respects the value of a diverse workforce, one that welcomes and includes everyone to increase organizational cohesion.

## Become One Air District

### **Strategy 3.3 One Air District Community:**

We will broaden internal knowledge of Air District activities and create more opportunities for relationship building to increase understanding of how different roles and perspectives come together in support of the organization's mission and vision.

### **Strategy 3.4 Environmental Justice**

**Expertise:** We will increase the capacity and effectiveness of employees, Board members, and advisory bodies to advance environmental justice and to better integrate environmental justice into all aspects of our work.

### **Strategy 3.5 Recognize Employees:**

We will better recognize employees' contributions to increase morale and overall organizational effectiveness.

### **Strategy 3.6 Support Employee Success:**

We will expand professional development opportunities to foster success and diversity, boost morale, enhance workforce retention, and improve overall organizational effectiveness.



# Goal 4: Be Effective, Accountable, and Customer-Oriented

## Improve Permitting, Monitoring, and Enforcement

**Strategy 4.1 Timely Permits:** We will improve the timeliness of permitting decisions.

**Strategy 4.2 Transparent Permit Process:** We will improve our permitting process to be more transparent and accountable to applicants and the public.

**Strategy 4.3 Consistent Permits:** We will ensure Air District regulations and associated air quality permits issued are clear, consistent, and enforceable so that air pollution affecting communities is minimized.

**Strategy 4.4 Improve Air Monitoring:** We will update the design and operations of the air quality monitoring network to improve reliability, efficiency, data quality, and accessibility to better meet monitoring objectives and to support efforts to understand local exposure to air pollution.

**Strategy 4.5 Improve Compliance Investigations:** We will increase the efficiency and effectiveness of inspection and investigation resources to improve compliance and increase the impact of our enforcement program.

## Build Relationships and Enhance Communication

**Strategy 4.6 Inspire Action:** We will expand our public communication to inspire the public to support efforts to reduce air pollution and to mitigate climate change.

### **Strategy 4.7 Customer Service:**

We will strengthen employees' organization-wide knowledge and communication skills, and change our organization as needed, so people experience the highest level of service from the Air District.

**Strategy 4.8 Air Quality Incidents:** We will enhance our incident response program in collaboration with government partners.

**Strategy 4.9 Land Use Impacts:** We will provide tools for local governments to consider environmental justice, air quality, and climate priorities in local land use plans, policies, projects, and permitting decisions.

## Be Accountable

**Strategy 4.10 Ensure Success:** We will ensure we have the resources and capacity to meet both Board and community expectations and honor our commitments, thereby building trust in the Air District's capacity to succeed.

**Strategy 4.11 Align Resources:** We will be intentional about ensuring the Air District's resources and annual budgets are well-aligned with organization and community priorities, as identified in the *2024-2029 Strategic Plan*.

**Strategy 4.12 Report Progress:** We will transparently report on progress in meeting the *2024-2029 Strategic Plan* goals and strategies to be accountable for our commitments and meeting expectations.

# Accountability Through Action

The Air District has prepared the *2024-2029 Strategic Plan* to guide our work, and more importantly to hold ourselves accountable. The plan allows communities, the Board of Directors, and Air District employees to clearly see and understand all our five-year priorities and commitments. It also allows us to assess whether our actions are in alignment with these commitments and the needs of the communities we serve.

To ensure accountability, we will create action plans, develop performance metrics, track progress, and report on what we accomplish over the year. We will also align our budget process and resources to support plan implementation.

## Action Plans

We have begun developing action plans, initiatives, and programs to advance the strategies in the *2024-2029 Strategic Plan*. All strategies in the strategic plan reflect our priorities over the next five years. Some work can begin immediately, or has already begun, while other strategies and commitments may take longer to address, especially if dependent on other actions. Much of the work we have begun is described in Chapter 4.

Over the next several months, we will continue our efforts to develop action plans and begin implementation. We will work

with our Board of Directors, the Community Advisory Council, our AB 617 communities, and partners to ensure our action plans reflect their immediate priorities.

## Progress Reports

Each year, we will report progress on our efforts to implement the *2024-2029 Strategic Plan*. In the annual progress report, we will include a summary of all actions we have completed, along with associated performance metrics. We will describe actions not taken and why. Progress reports will be used to determine whether we need to revise our action plans to be more effective.

Our strategic plan website is an opportunity to showcase progress more frequently and to allow communities to see our progress throughout the year. On the website, you will find details on individual commitments and milestones, along with progress dashboards.

## Updating the Strategic Plan

Every five years we will perform a comprehensive strategic plan update. The five-year update will be an opportunity to reassess our priorities, considering current conditions and resources. As with the development of the *2024-2029 Strategic Plan*, we will consult with communities, employees, our partners, and the Board of Directors in the plan update.





# 1. A Vision for Change

*"To me, environmental justice is a question about who gets the dignity of shade from a big, beautiful tree on a hot summer day."*

– **Michael Tubbs**, Special Advisor to Governor Gavin Newsom

# 1. A Vision for Change

## Together Advancing Clean Air and Environmental Justice

**N**ot everyone in the Bay Area “gets the dignity of shade from a big, beautiful tree on a hot summer day.” Just as not everyone experiences the basic right to breathe clean air.

For nearly seventy years, the Bay Area Air Quality Management District has led the way toward cleaner air in the Bay Area. We have adopted groundbreaking regulations on businesses and industry, funded cleaner cars and trucks, and partnered with local governments to create a healthier environment. These efforts have transformed smog-filled skies into those that are mostly clean. Unfortunately, not everyone has shared equally in these improvements.

Since 1955, our efforts have focused on regional solutions to what many experience as local problems. Communities located near freeways, busy roadways, distribution centers, and large industrial facilities are exposed to relatively higher levels of air pollution than most everyone

else in the Bay Area. These communities are also most often lower-income communities of color.

That communities of color continue to experience higher levels of air pollution is

not accidental. Communities such as West and East Oakland, Richmond, North Richmond, San Pablo, and Bayview Hunters Point have endured decades of exclusionary and discriminatory government policies, resulting in longstanding environmental injustices. Such injustices have resulted in communities that experience higher than average levels of air pollution, poorer health outcomes, and associated lower life expectancy.

So, while our efforts over the last seven decades have improved overall air quality at the regional level, we must do more for communities

continuing to experience local air pollution and environmental injustices. We have decades of damage to undo. We must rebuild trust with communities who have been ignored by government agencies for generations. We must focus our efforts on

It is our commitment to transform the organization from one that solves air quality problems at the regional level to one that works in partnership with communities to reduce air pollution at the local level.

It is our commitment to proactively advance environmental justice in and through our work.



ensuring that communities who have been harmed by pollution can be meaningfully heard and experience the clean air and better health that most people in the region often take for granted.

Doing this work successfully will require organizational change. We need to become better equipped and committed to achieving more meaningful and measurable improvements to local air quality and to be able to do so in partnership with communities. We need to be more cohesive and inclusive, One Air District united in common purpose, with clear direction and properly aligned resources. We must be more efficient, effective, and transparent, with the ability to respond to the needs of the Bay Area and its communities.

*We now know community, environmental justice, and equity must be central to our work in the coming years and decades.*

## Strategic Plan Scope

The Air District is responsible for regulating **stationary sources** of air pollution in the San Francisco Bay Area. We pass and enforce a wide variety of regulations on industries, businesses, and activities, from wood burning in fireplaces to refining fossil fuels, to ensure air pollution is minimized. We also distribute over \$150 million in state and federal incentive funding every year to reduce air pollution from **mobile sources**, such as cars, trucks, school

buses, port and construction equipment, lawn and garden equipment, and wood-burning stoves and fireplaces.

This core work of the Air District is foundational to our efforts to reduce air pollution, protect people's health and mitigate **climate change**. The *2024-2029 Strategic Plan* is about how we will transform this work to address air quality issues more effectively, with a focus on communities most overburdened by air pollution.

It is also about how we will transform our organization to align more closely with our core values of **environmental justice, equity, integrity, partnership, transparency, and trust.**

## An Inspired Transformation in Focus

The *2024-2029 Strategic Plan* is a significant step in the Air District's environmental justice journey. While the Air District has engaged in several community-based environmental justice efforts over the last few decades, it has not been enough. It is our commitment to transform the organization from one that solves air quality problems at the regional level to one that works in partnership with communities to reduce air pollution at the local level. It is our commitment to proactively advance environmental justice in and through

our work. This commitment is inspired by our partnerships with communities over the last five years to develop plans to reduce inequitable exposure to local air pollution and the recently appointed **Community Advisory Council**.

## **State Law Inspires Community Partnership**

In September 2017, a new state law, **Assembly Bill 617**, fundamentally changed how local air districts approach air quality planning. The law requires local air districts to partner with communities to develop plans for monitoring and reducing pollution in their neighborhoods. Communities selected for partnership are those that have relatively higher levels of air pollution than the rest of the Bay Area, along with health vulnerabilities, such as higher asthma rates, cardiovascular disease, and cancer risk. These are the same communities that have been subjected to discriminatory federal, state, and local policies including **redlining**, urban renewal, highway construction, and local zoning codes that allow polluting industries to locate in or alongside residential neighborhoods. These communities have also experienced disinvestment, limited access to health services and healthy food, low quality education, and few local parks and open spaces. They are most often low-income communities of color.

Since the law passed, two emission reduction plans and a monitoring plan have been adopted in the Bay Area. *Owning Our Air* was co-developed with the West Oakland Environmental Indicators Project and a Community Steering Committee. The

plan includes 84 strategies for reducing air pollution and exposure to air pollution in West Oakland. A community monitoring plan and the *Path to Clean Air* emission reduction plan was developed with the Richmond-North Richmond-San Pablo community. *Path to Clean Air* has 31 strategies and 140 actions for reducing air pollution. We are now working with East Oakland and Bayview Hunters Point-Southeast San Francisco to develop similar plans.

## **Council Lifts Community Voice in Decision-Making**

The Air District's Community Advisory Council, composed of 17 community leaders and experts who live or work in communities overburdened by local air pollution, was formed in 2021. The council makes recommendations to the Air District on equity and environmental justice matters to improve air quality in all communities, prioritizing communities most impacted by air pollution.

Since they began meeting in January 2022, the Community Advisory Council has been discussing environmental justice concepts and possible actions with Air District leadership and employees across the organization. The council developed a set of *Environmental Justice Priorities* to serve as a foundational guide as the Air District began developing its strategic plan (see pages 20-23). Conversations with the council about the fundamental work of the Air District and how it could shift to incorporate the core value of environmental justice have informed and improved the strategies in the *2024-2029 Strategic Plan*.

Through these community partnerships and the Community Advisory Council, we have continued our learning about environmental injustice. We have come to value community voice and knowledge, and our relationships with them. We now know community, environmental justice, and equity must be central to our work in the coming years and decades.



# Planning for Change, Together

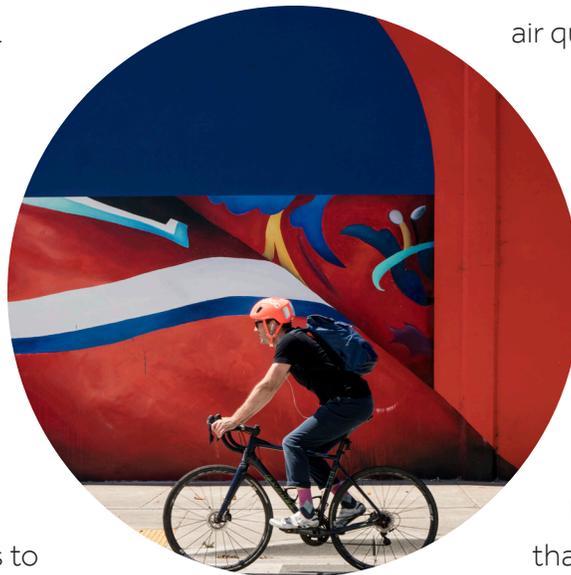
The *2024-2029 Strategic Plan* was developed through a collaborative process with community leaders, Air District employees, the Board of Directors and Community Advisory Council members, representatives from regulated industries, and our government and non-government partners. We surveyed more than 60 individuals with whom we regularly work. We gave public updates about the plan's progress at public meetings of our Board of Directors and our Community Advisory Council from January through July 2024.

As part of this outreach, we discussed what needs to change, what we are doing well, and where we can do better. We talked about the Air District's internal strengths and weaknesses, and external opportunities and threats.

We held visioning exercises to learn about what we aspire to be over the long term and hope to achieve in the short term. We collaborated on goals and strategies and the actions needed to achieve real change.

What we learned is that people value the Air District's renewed focus on environmental justice and community engagement. They appreciate our knowledge and technical expertise, and our emphasis on science. We heard about our internal challenges, like poor internal communication and bureaucratic processes that disincentivize change,

innovation, and collaboration. We heard that there continues to be a lack of trust in the Air District, particularly in communities overburdened by pollution. There is also a sense of opportunity. Permitting and enforcement of our regulations on industries, gas stations, generators and other stationary sources could be more transparent, efficient, and a mechanism for advancing environmental justice. People also see an opportunity to embrace new technology and funding sources to achieve our air quality goals.



Notably, communities, Board members, and employees all share the belief that the Air District is an air quality leader, in California and nationally. Being a leader, however, means we need to continue to be bold and visionary to ensure that all communities have equitable access to clean air.

When the draft plan was ready for distribution, we notified more than 6,000 individuals and groups about the plan's availability on our website. We provided a 30-day public comment period, during which we offered both online and in-person workshops. We added online meetings, presentations and webinars as requested. The feedback we received led to many changes that made our strategic plan clearer, stronger, and more responsive to those we serve.

# Strategic Plan Framework

The 2024-2029 Strategic Plan includes an update to the Air District's mission and core values, and a 5-year vision with four primary goals: 1. Achieve impact, 2. Advance environmental justice, 3. Foster cohesion and inclusion, and 4. Be an effective, accountable, and customer-oriented organization.

The plan's Strategic Framework aligns our long-term mission and near-term vision of organizational transformation. The goals are grounded in the Air District's core values, defined on the following page, and further the Community Advisory Council's Environmental Justice Priorities, described in Chapter 2.

## MISSION

The Air District improves air quality to protect public health, reduce historical and current environmental inequities, and mitigate climate change and its impacts.

## CORE VALUES



## 5-YEAR VISION

Over the next 5 years, the Air District will transform its workforce, operations, community engagement, and programs to improve air quality, increase public trust, and demonstrate leadership in equity-centered environmental stewardship.

## Environmental Justice Priorities

## 5-YEAR GOALS





## CORE VALUES

### Transparency

We are dedicated to full transparency toward holding ourselves accountable for our decisions and actions.

### Partnership

We value our partners, fostering meaningful collaboration both internally and externally to achieve shared objectives.

### Environmental Justice

We will integrate environmental justice principles within all aspects of our work, and we seek enhanced environmental justice outcomes for overburdened communities.

### Equity

We commit to equity and ensuring that our organizational culture fosters a diverse workforce that reflects our communities.

### Trust

We gain public trust by grounding our programs and policies in law, science, and the lived experience of our communities.

### Integrity

We lead with integrity, serving as honest and responsible stewards of public resources, grounding our actions in law and science, and pioneering effective and innovative solutions in partnership with the communities we serve.



## GOAL 1: ACHIEVE IMPACT

Under Goal 1, we will achieve impact by improving our approach to air quality planning. While we continue to reduce regionwide air pollution, we will ensure we have a complete and accurate picture of local air pollution, one that includes community experience and perspectives of local air pollution.

To achieve impact, we will also strengthen our regulations, permitting and enforcement policies, and improve how we hold industry accountable when our regulations are violated. We will work with communities to reimagine how we distribute state and federal funding for electric vehicles and charging stations to our most vulnerable communities. We will develop innovative regional solutions to climate change. We will better support our local government partners and other agencies in their efforts to mitigate climate change.

Goal 1 Objectives:

- **Reduce Health Impacts of Air Pollution**
- **Hold Violators Accountable**
- **Mitigate Climate Change and Its Impacts**

## GOAL 2: ADVANCE ENVIRONMENTAL JUSTICE



Under Goal 2, we will advance environmental justice by supporting, partnering with, and uplifting communities overburdened by pollution, so that we may work together to identify and reduce disparities in air pollution exposure.

So that communities can collect their own air pollution data, we will help to build their data collection skills and knowledge. We will also provide the tools they need to access and better understand existing air pollution data.

We will improve our air quality complaint process to ensure it is effective and transparent. We will directly engage with communities about compliance and enforcement activities, including recent incidents or other air pollution violations, our enforcement response, the extent of public harm, and legal actions we may take.

We will work with communities to identify air pollution disparities and to develop a more complete understanding of air pollution in their neighborhoods. We will use this information to develop more effective strategies to reduce pollution from the sources that most impact them.

We will develop a community-led process where communities participate in decisions on how to spend money that we collect in penalties from industries that violate our regulations on projects that benefit communities. We will work to change laws that prevent the Air District and others from advancing environmental justice and will advance and prioritize our compliance with civil rights laws, and better address cumulative impacts.

Goal 2 Objectives:

- **Build Partnerships and Community Capacity**
- **Identify Disparities**
- **Reduce Disparities**



## GOAL 3: FOSTER COHESION AND INCLUSION

Under Goal 3, we will foster cohesion and inclusion by striving to make the Air District's workforce more diverse and reflective of the communities we serve. To increase organizational cohesion, we will make sure everyone in the organization understands and respects the value of a diverse workforce, one that welcomes and includes everyone.

We will become One Air District, where employees have a sense of belonging and understand and value how diverse backgrounds and expertise come together in support of the organization's mission and vision. We will also be more united in our goal to advance environmental justice by increasing the capacity and effectiveness of employees, Board members and advisory bodies to integrate environmental justice into all aspects of our work. We will broaden all employees' internal knowledge of the Air District and create more opportunities for relationship building among employees.

To increase morale and overall organizational effectiveness, we will better recognize employees' contributions. We will expand professional development opportunities to foster success, boost morale, and enhance workforce retention.

Goal 3 Objectives:

- **Embody Diversity, Equity, Inclusion, and Belonging**
- **Become One Air District**

## GOAL 4: BE EFFECTIVE, ACCOUNTABLE, AND CUSTOMER-ORIENTED



Under Goal 4, we will maintain an effective, accountable, and customer-oriented organization, delivering exemplary services with transparency and efficiency. We will improve our permitting, monitoring, and enforcement processes. We will improve the timeliness of permitting decisions and improve the process to be more transparent to applicants and the public. We will ensure Air District rules and associated air quality permits that we issue are clear, consistent, and enforceable to minimize air pollution.

We will improve air monitoring and associated data management systems. We will improve reliability, efficiency, data quality and accessibility, especially to support our efforts to understand local exposure to air pollution. We will also increase the efficiency and effectiveness of our inspection and investigation resources to improve compliance rates and increase the impact of our enforcement programs.

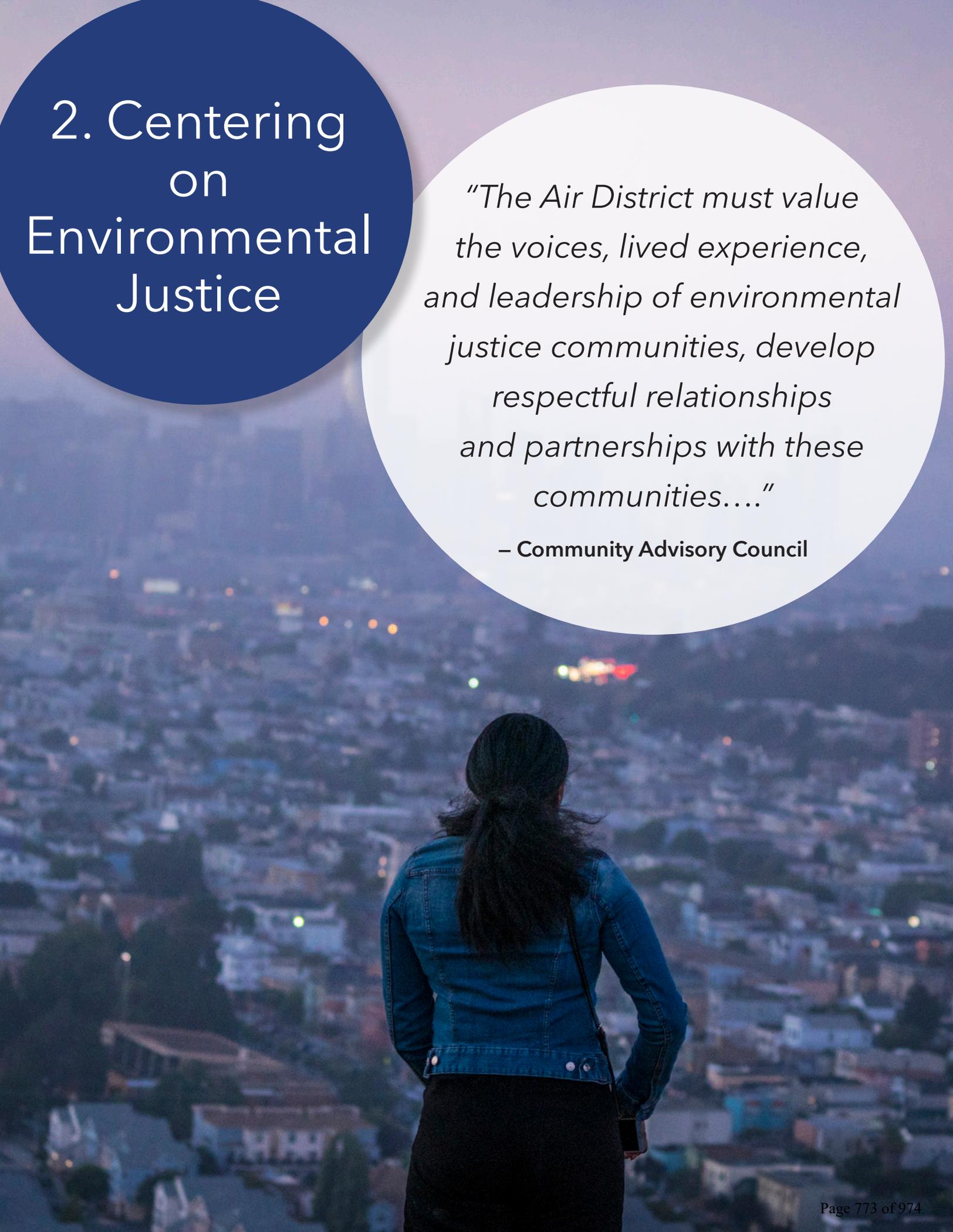
We will expand our public communication to inspire the public to support efforts to reduce air pollution and to mitigate climate change. We will strengthen our communication skills and organization-wide knowledge. We will also enhance our incident response program, in collaboration with government partners.

To make sure we keep the promises we make, we will align the Air District's resources and annual budgets with organization and community priorities, as identified in the *2024-2029 Strategic Plan*, and report on our progress.

Goal 4 Objectives:

- **Improve Permitting, Monitoring, and Enforcement**
- **Build Relationships and Enhance Communications**
- **Be Accountable**

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A woman with long dark hair, wearing a blue denim jacket and a black skirt, stands with her back to the camera, looking out over a vast cityscape at dusk. The city lights are visible in the distance, and the sky is a mix of purple and blue. Two large circular overlays are present: a dark blue one on the left containing the section header, and a white one on the right containing a quote and attribution.

## 2. Centering on Environmental Justice

*“The Air District must value the voices, lived experience, and leadership of environmental justice communities, develop respectful relationships and partnerships with these communities....”*

**– Community Advisory Council**

## 2. Centering on Environmental Justice

**W**ith the *2024-2029 Strategic Plan*, the Air District commits to proactively advancing environmental justice in and through our work. According to the Community Advisory Council's Environmental Justice Priorities, "to advance environmental justice effectively over the long-term, we must practice restorative justice by creating policies, practices, procedures, and norms that both recognize the trauma and adverse health impacts caused by environmental racism and honor the emotional work and investment of time that is required for staff and community leaders to work together effectively in advancing environmental justice."

To advance environmental justice, we will do what is required to understand the history and meaning of environmental justice, as envisioned by advocates. We commit



to understanding and acknowledging the legacy of harmful government policies and **environmental racism** as the root cause of environmental injustice. The Air District commits to training employees, executive leadership, and the Air District Board on these issues to ensure we fully understand what it means to advance environmental justice in our work. We will build relationships with communities with environmental justice concerns and honor **environmental justice principles** to ensure our work is done "with community and not to community".

### What is Environmental Justice?

The origins of the Environmental Justice Movement can be traced back to the Civil Rights and Farm Labor movements of the 1960s and 1970s. Local activists, community and faith leaders, and academics started the movement in reaction to the vastly disproportionate siting of polluting facilities and widespread inequity in environmental enforcement and public health protections for low-income neighborhoods, Indigenous Peoples, and communities of color.



The movement asserts that to effectively address these inequities and restore justice, it is necessary to acknowledge that communities of color have historically been subjected to the greatest environmental burdens due to racism, “**othering**,” and white supremacist attitudes. The effects of environmental injustice—such as poor air quality, disproportionate health impacts, and reduced quality of life—are direct outcomes of this historic racism.

The publication of the landmark report “Toxic Waste and Race in the United States,” published by the United Church of Christ Commission for Racial Justice in 1987, elevated this concept of environmental injustice and environmental racism into the national discourse. Environmental justice has two primary types of definitions – one type generated from within the advocacy community and one generated by the United States Environmental Protection Agency in 1992. Both are valuable in understanding environmental justice.

### **Environmental Protection Agency:**

“Environmental justice is the fair treatment and meaningful involvement of all people regardless of race, color, national origin, or income, with respect to the development, implementation, and enforcement of environmental laws, regulations, and policies. This goal will be achieved when everyone enjoys the same degree of protection from environmental and health hazards, and equal access to the decision-making process to have a healthy environment in which to live, learn, and work.”

### **Dr. Bunyan Bryant, Pioneering Environmental Justice Scholar:**

“Environmental Justice ... refers to those cultural norms and values, rules, regulations, behaviors, policies, and decisions [that] support sustainable communities where people can interact with confidence that the environment is safe, nurturing, and productive. Environmental justice is served when people can realize their highest potential ... where both cultural and biological diversity are respected and highly revered and where distributive justice prevails.”



*We aim to  
integrate  
environmental  
justice principles  
into all aspects  
of our work.*

# Environmental Justice: A Strategic Focus

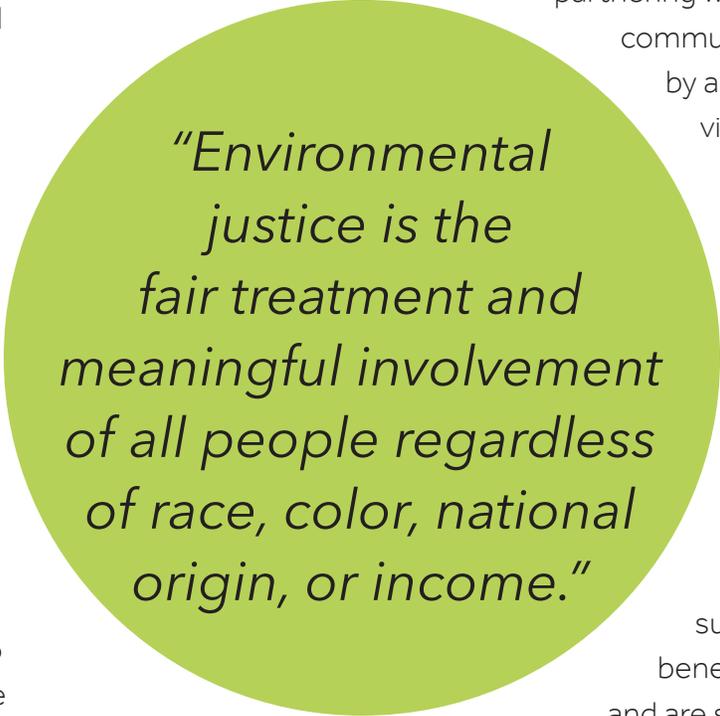
Over the last two and a half years, the Air District Community Advisory Council has been advising the Air District on what environmental justice means and about what we should consider as we shift toward centering our work in environmental justice.

To help us understand the strategies and actions that would move toward more equitable outcomes in communities, the council formed an Ad Hoc committee on Environmental Justice Policy in late 2022 to work directly with Air District leadership and employees. The *2024-2029 Strategic Plan* reflects this partnership. It also reflects the knowledge gained from our many conversations with the council and other community members on what we need to do to advance environmental justice.

The strategies in this plan were developed not only in consultation with the Community Advisory Council, but also in consideration of their Environmental Justice Priorities. More than three quarters of the strategies in this plan link directly to one or more of the Community Advisory Council priorities.

As we move toward actions to implement the *2024-2029 Strategic Plan*, we will better understand and reduce **disparities** in exposure to air pollution. We will value community voice and knowledge by incorporating both into our decision-making. We commit to supporting, partnering with, and uplifting communities overburdened by air pollution. We will vigorously enforce our permits and regulations. We will return a portion of any funds assessed through penalties to the communities in which the violations occurred to support projects that benefit communities and are selected through a community-driven process.

We will provide information with greater transparency so that communities can engage meaningfully, and we will be accountable to communities for meeting our commitments. We will enhance and implement rules, policies, and enforcement actions that consider environmental justice and **cumulative impacts**.



*“Environmental justice is the fair treatment and meaningful involvement of all people regardless of race, color, national origin, or income.”*

We will honor our commitments to communities we have been working with to reduce local air pollution in the AB 617 program, including building new partnerships in the areas of community health information and planning for an equitable, just and community-focused transition as the demand for fossil fuel diminishes.

Although these strategies and actions may seem ambitious, we are committed to making environmental justice a central component of our work. In doing so, we will transform the Air District into a truly strategic organization. We will use our limited resources to address the air quality problems that need the most attention and to achieve our new Vision: *“Over the next 5 years, we will transform our workforce, operations, community engagement, and programs to improve air quality, increase public trust, and demonstrate leadership in equity-centered environmental stewardship.”*

We will need communities and their allies to continue to walk with us, push us, encourage us, and hold us to account. We need community knowledge, perspectives, and experiences to succeed. Therefore, we invite and appreciate their partnership as we move forward in our environmental justice journey.





## COMMUNITY ADVISORY COUNCIL'S ENVIRONMENTAL JUSTICE PRIORITIES

1. Advance Environmental Justice
2. Provide Meaningful Agency Support to Advance Environmental Justice
3. Integrate Environmental Justice Considerations in Core Functions
4. Implement Environmental Justice Best Practices and Innovation
5. Communicate with Clarity, Transparency, and Integrity
6. Grow Capacity of Air District Staff and Board Members to Integrate Environmental Justice
7. Grow Capacity of Environmental Justice Communities and Organizations
8. Seek Appropriate Legal Remedies and Coordinate with Environmental Justice Communities
9. Provide Technical Assistance to Local Governments



The Community Advisory Council developed the following environmental justice priorities which are intended to direct the Air District in advancing and addressing environmental justice within all aspects of its operations. They identify the conditions needed for the Air District to be an effective partner with frontline communities who are most affected by pollution, and to improve air quality and overall environmental justice and equity outcomes.

### **1. Advance Environmental Justice**

To advance environmental justice effectively over the long-term, the Air District must practice restorative justice by creating agency-wide policies, practices, procedures, and norms that both recognize the trauma and adverse health impacts caused by environmental racism and honor the emotional work and investment of time that is required for staff and community leaders to work together

effectively in advancing environmental justice.

The Air District must value the voices, lived experience, and leadership of environmental justice communities, develop respectful relationships and partnerships with these communities, hire from these communities, view these communities as a resource, provide compensation for their time and expertise, gather their input, use that input to directly inform decision-making, and establish formal participatory processes for addressing and implementing community input and increasing agency accountability to communities.

The field of environmental justice is inherently intersectional and interdisciplinary. Therefore, the Air District must dismantle internal silos by reorganizing and restructuring to build an agency structure and culture that supports cross-divisional work.

For staff to better enact environmental justice, the Air District must cultivate a culture of innovation, embrace learning by doing, and adopt clear definitions for environmental justice and equity (and related terms) that are grounded in community input.

## **2. Provide Meaningful Agency Support to Advance Environmental Justice**

For staff and community leaders to have the meaningful agency support needed to advance environmental justice, Air District leadership must: Provide a strong vision and set a clear tone for achieving environmental justice and ensuring that communities of concern breathe clean air; lead the revision of internal policies, practices, and procedures with an equity lens; and lead the revision of mission-related policies, practices, and procedures with an environmental justice lens.

## **3. Integrate Environmental Justice Considerations in Core Functions**

The Air District must prioritize incorporating into its core functions the following environmental justice considerations: community-based science and real-time air monitoring and data

collection, public health considerations, cumulative impact analysis, disparate impact analysis and civil rights compliance, and recognition of historical impacts and damages as well as the need for restorative steps.

## **4. Implement Environmental Justice Best Practices and Innovation**

The Air District must create and implement a strategy for incorporating environmental justice best practices and innovation into its day-to-day operations and core functions -- including data collection and analysis, measurement, and monitoring, permitting, environmental analysis, inspections, enforcement, legal actions including litigation, mitigation, planning, rule-making, and incentives funding.



## **5. Communicate with Clarity, Transparency, and Integrity**

The Air District must communicate with clarity, transparency, and integrity to environmental justice communities about the agency's role, responsibilities, and limitations, as well as where there is room to grow, improve, and bring about transformational change within the agency's regulatory charge.

## **6. Grow Capacity of Air District Staff and Board Members to Integrate Environmental Justice**

The Air District must invest in growing the capacity of staff and Board members to integrate environmental justice into their day-to-day roles and responsibilities, developing communities and middle management level on new policies, practices, and procedures, establishing environmental justice as a core competency for staff, prioritizing hiring, retention and promotion of staff with lived experience living in and/or working in frontline environmental justice communities, and ensuring that staff and leadership at all levels of the agency reflect the diversity of the communities the agency serves.

## **7. Grow Capacity of Environmental Justice Communities and Organizations**

The Air District must invest in growing the capacity of environmental justice communities and organizations to work effectively with the Air District on systemic change, in creating economic benefits and workforce opportunities in these communities, and in enabling these communities to access and manage resources to address disparities.

## **8. Seek Appropriate Legal Remedies and Coordinate with Environmental Justice Communities**

The Air District must seek appropriate legal remedies, collaborate, and coordinate with environmental justice communities on those remedies, impose high enough penalties, reach deterrence-based outcomes with violators, and ensure that environmental justice communities benefit from and have a say in the use of related funds.

## **9. Provide Technical Assistance to Local Governments**

The Air District must provide technical assistance to local governments to enable them to more effectively incorporate environmental justice analysis into their local land use, planning and zoning decision-making and permitting practices, and must also weigh in on the environmental justice frameworks being developed by cities and counties in the nine Bay Area county jurisdictions as part of their general plan, to integrate environmental justice policy and help establish a plan for implementation and enforcement.

# PRINCIPLES OF ENVIRONMENTAL JUSTICE

The environmental justice movement was galvanized in 1987, when the United Church of Christ Commission for Racial Justice released a study demonstrating that across the country, toxic and hazardous waste facilities were overwhelmingly located in or nearby Black, Brown, and Indigenous communities. In 1991, delegates to the First National People of Color Environmental Leadership Summit drafted and adopted the Principles of Environmental Justice, and it has served as the defining document and central organizing principles for the burgeoning environmental justice movement.

1. Environmental justice affirms the sacredness of Mother Earth, ecological unity and the interdependence of all species, and the right to be free from ecological destruction.
2. Environmental justice demands that public policy be based on mutual respect and justice for all peoples, free from any form of discrimination or bias.
3. Environmental justice mandates the right to ethical, balanced, and responsible uses of land and renewable resources in the interest of a sustainable planet for humans and other living things.
4. Environmental justice calls for universal protection from nuclear testing, extraction, production and disposal of toxic/hazardous wastes and poisons and nuclear testing that threaten the fundamental right to clean air, land, water, and food.
5. Environmental justice affirms the fundamental right to political, economic, cultural, and environmental self-determination of all peoples.
6. Environmental justice demands the cessation of the production of all toxins, hazardous wastes, and radioactive materials, and that all past and current producers be held strictly accountable to the people for detoxification and the containment at the point of production.
7. Environmental justice demands the right to participate as equal partners at every level of decision-making including needs assessment, planning, implementation, enforcement, and evaluation.
8. Environmental justice affirms the right of all workers to a safe and healthy work environment, without being forced to

choose between an unsafe livelihood and unemployment. It also affirms the right of those who work at home to be free from environmental hazards.

9. Environmental justice protects the right of victims of environmental injustice to receive full compensation and reparations for damages as well as quality health care.

10. Environmental justice considers governmental acts of environmental injustice a violation of international law, the Universal Declaration on Human Rights, and the United Nations Convention on Genocide.

11. Environmental justice must recognize a special legal and natural relationship of Native Peoples to the U.S. government through treaties, agreements, compacts, and covenants affirming sovereignty and self-determination.

12. Environmental justice affirms the need for urban and rural ecological policies to clean up and rebuild our cities and rural areas in balance with nature, honoring the cultural integrity of all our communities, and providing fair access for all to the full range of resources.

13. Environmental justice calls for the strict enforcement of principles of informed consent, and a halt to the testing of experimental reproductive and medical procedures and vaccinations on people of color.

14. Environmental justice opposes the destructive operations of multinational corporations.

15. Environmental justice opposes military occupation, repression and exploitation of lands, peoples and cultures, and other life forms.

16. Environmental justice calls for the education of present and future generations which emphasizes social and environmental issues, based on our experience and an appreciation of our diverse cultural perspectives.

17. Environmental justice requires that we, as individuals, make personal and consumer choices to consume as little of Mother Earth's resources and to produce as little waste as possible; and make the conscious decision to challenge and reprioritize our lifestyles to insure the health of the natural world for present and future generations.

# 3. Goals and Strategies



# 3. Goals and Strategies

**T**he *2024-2029 Strategic Plan* is centered on four primary goals: 1. Achieve impact, 2. Advance environmental justice, 3. Foster cohesion and inclusion, and 4. Maintain an effective, accountable, and customer-oriented organization. The plan’s goals are designed to move us closer to our long-term mission, and near-term vision of organizational transformation.

Each goal includes objectives, strategies, and our commitments to action. We also include a detailed narrative for the strategies to describe how they will advance the plan’s goals and objectives.





# Goal 1: Achieve Impact

The strategies in Goal 1 are organized around three broad objectives:

- **Reduce health impacts of air pollution**
- **Hold violators accountable**
- **Mitigate climate change and its impacts**

These objectives and their associated strategies are designed to achieve real, measurable reductions in air pollution, with a focus on communities that continue to be most heavily impacted by exposures to air pollution.



# Reduce Health Impacts of Air Pollution

**Strategy 1.1 Change Approach to Air Quality:** We will change our approach to reducing air pollution so that we achieve more meaningful improvements to air quality in communities, with a focus on those overburdened by air pollution.

While the traditional approach to air quality management has successfully reduced air pollution across the region, many communities still face higher levels of exposure to air pollution than others. Air agencies across the state and country have historically focused on reducing specific pollutants to meet federal and state air quality standards for regional air pollution. After many decades of applying this approach in the Bay Area, there remains a difference between regional and local air pollution in some communities. Communities where air pollution remains high are mostly located near freeways, busy roadways, or large industrial facilities and are often impacted by more than one of these sources of pollution. They are also more often lower-income communities of color.

Reducing disparities in air pollution requires a different approach to air quality planning. This strategy is about that different approach. Under this strategy, we will not only focus on the sources that are driving up regional levels of air pollution but will also focus on the sources of air pollution that are causing

the most harm to communities and are causing the greatest disparities in exposure to air pollution.

Understanding which sources of air pollution are causing the most harm will require new ways of looking at air pollution data. Under this strategy, we will analyze existing air pollution data to determine which sources have the highest levels of pollution and partner with communities to better understand which sources most impact them. We will do computer modeling of emissions data and collect new monitoring data at and near sources to understand which are most significant. Our efforts will center on the **air pollutants** that cause the greatest health effects, including **fine particulate matter** and **toxic air contaminants**.

Not only will we look at our data differently, but we will also build community capacity to collect air pollution data. We will ensure we have a complete and accurate picture of local air pollution, one that includes community experience and perspectives of local air pollution. These efforts are described in

**Commitments to Change Approach to Air Quality**

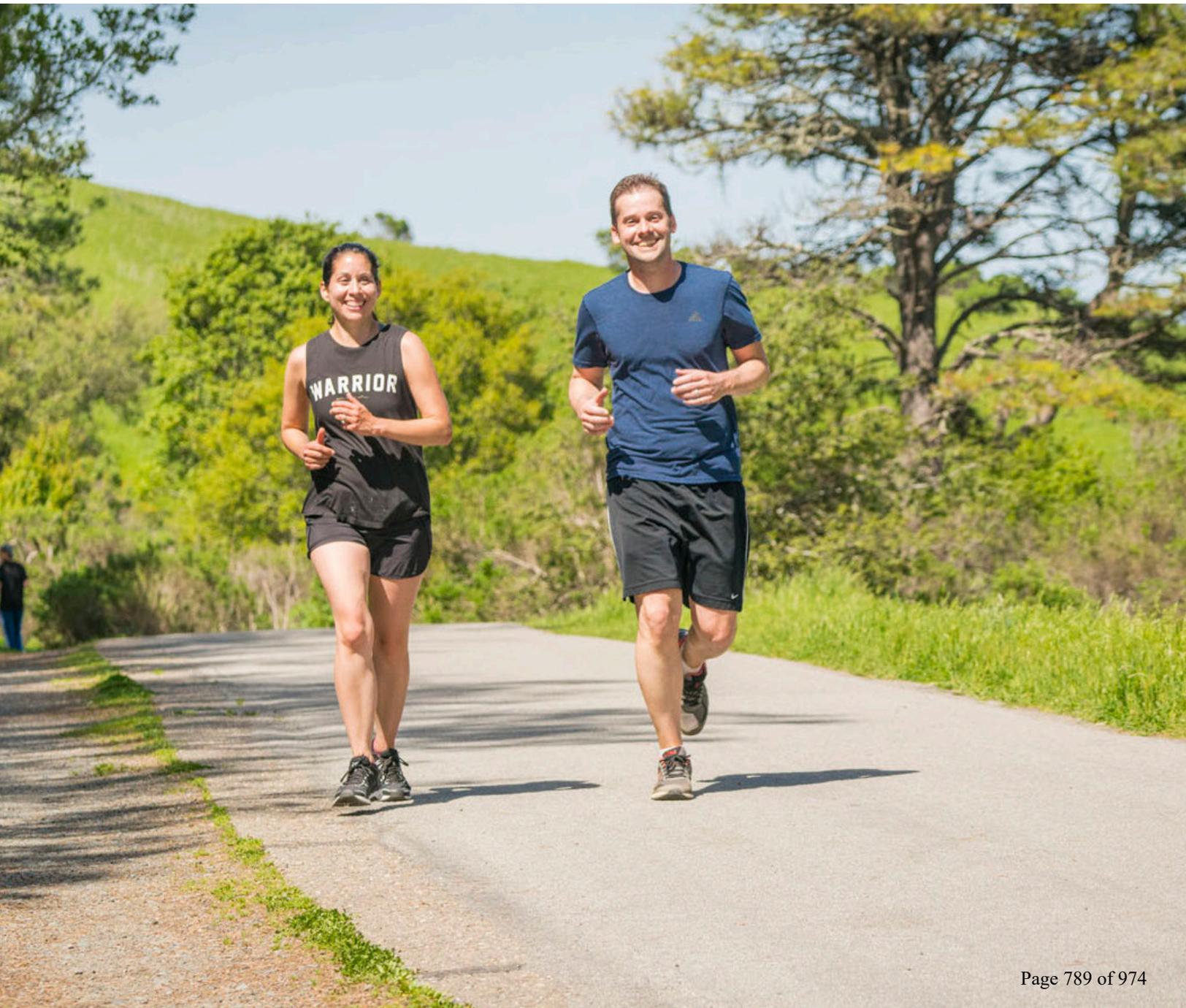
With community partners, determine which sources cause highest level of air pollution.

Determine which actions have the greatest impact in reducing pollution.

**Strategy 2.2 Collect Community Data**  
and **Strategy 2.7 Understand Local**  
**Air Pollution.**

We will also work to better understand how we can reduce pollution from the sources that cause the most harm. Through computer modeling of possible actions, we can learn which actions would be most effective at reducing harmful pollution in communities.

What we learn through our efforts under this strategy will inform many of the strategies in the *2024-2029 Strategic Plan*. Strategies that speak to new regulations, better enforcement of air pollution sources in communities, and more strategic incentive programs, will all be informed by what we do to better understand local air pollution and the actions needed to reduce that pollution.



# Reduce Health Impacts of Air Pollution

**Strategy 1.2 Stronger Regulations:** We will develop stronger regulations, prioritizing those that can improve local air pollution.



We need stronger regulations on activities that contribute most to local air pollution disparities. What we learn through our efforts in **Strategy 1.1 Change Air Quality Approach** about which sources contribute the most to local air pollution and which actions can be most impactful in reducing pollution will help us build these stronger regulations.

Under this strategy, for the sources of air pollution that we find contribute most to local air pollution, we will review existing regulations, including any existing **exemptions**. We will ensure these regulations are updated and that they reflect our current understanding of the health burdens associated with air pollution. We will also ensure regulations include the latest technological advancements in reducing emissions. Where we find our existing regulations do not provide adequate health protection, or that there are inappropriate or outdated exemptions, we will update the regulation. Or, if needed, we will develop new regulations to

ensure the appropriate level of health protection for communities. In doing so, we will prioritize the regulations that will provide the greatest benefit to communities, which may include indirect sources of

pollution. Indirect sources are facilities that attract mobile sources of pollution such as trucks, trains, aircraft, or ships. After our initial review, we will repeat this process at regular intervals and prioritize the development of new or amended rules to ensure that the stringency of the regulations continues to keep up with advances in technology and local circumstances.

## Commitments to Stronger Regulations

Review and update regulations to ensure health protection and stringency.

Review regulations on a regular basis.

# Reduce Health Impacts of Air Pollution



**Strategy 1.3 Minimize Flaring:** We will minimize flaring at oil refineries to lessen the impact flaring has on communities, including air pollution and odors.

People living near oil refineries are concerned about **flaring**, as flaring can periodically release uncertain, and potentially unsafe, amounts of air pollution. Flaring involves visible flames, smoke, and odors from tall smokestacks that have a burner, used to destroy gases produced at industrial sources such as refineries, sulfur recovery plants, and hydrogen production plants. Flare systems should be operated as last-resort safety devices.

Our current regulations prohibit routine flaring by requiring refineries to submit and comply with annual **Flare Minimization Plans**. These plans require refineries to evaluate and implement all feasible prevention measures, or actions that can be done to reasonably prevent expected flaring, such as during maintenance events. Our regulations also require refineries to record flaring events, to monitor the volume and composition of the flare gas, and to submit monthly flaring reports to the Air District. Flare Minimization Plans, monthly flaring reports, and general information on flaring

events and associated emissions for each facility are posted on our website.

Under this strategy, we will explore new and additional ways to minimize flaring through a collaborative process with anyone interested in participating. Options include automating monitoring, implementing better ways to limit pollution related to flare systems, and strengthening our flare minimization-related regulations. In exploring these options, including possibly updating our regulations, we will consider health impacts, better enforceability, safety, and more stringent flaring requirements and associated reporting requirements. We will also increase our public engagement on flaring and develop ways to share timely and accessible information with affected communities.

Furthermore, we will better hold refineries accountable for any flaring incidents that do not comply with our regulations through increased inspections and monitoring where an incident occurs.

**Commitments to Minimize Flaring**

- Explore ways to minimize flaring.
- Increase public engagement on flaring.
- Share timely, accessible information.
- Increase inspections and air pollution monitoring where flaring occurs.

# Reduce Health Impacts of Air Pollution



**Strategy 1.4 Reimagine Funding:** We will reimagine funding programs so that they better benefit communities impacted by air pollution.

The Air District has a variety of funding programs available to reduce air pollution.

Grant funding is available for fleet and equipment owners to upgrade older, highly polluting engines in trucks, school and transit buses, construction equipment, marine vessels, trains, airport ground support equipment, and agricultural equipment. We also have money for electric vehicle charging stations and financial support for innovative climate technology solutions. Public agencies can apply for money to build clean air centers and to install bicycle lanes. Funding is also available to residents to replace their older cars with cleaner options or to replace wood-burning stoves or fireplace inserts with electric heat pumps. They can even turn in older vehicles for cash.

While these funding programs are effective in reducing air pollution, there are challenges.

State and federal funding requirements significantly limit who can apply and the kinds of projects that can be funded. There are also short deadlines for completing projects.

Additionally, community members

often tell us that our funding programs are

not directly responsive to their needs or are difficult to access. The application, eligibility, and reporting requirements can be cumbersome and stringent. Communities would also like more involvement in the types of projects we fund.

Under this strategy, we will change our funding programs to provide greater benefits to communities, neighborhoods, and households. Changes will be based on input from community members and what we learn from **Strategy 1.1 Change Approach to Air Quality**, about which sources of air pollution cause the most harm to communities and which actions are most effective in reducing pollution. Where possible, we will reduce barriers to applying for funds, including eligibility

requirements, and develop creative solutions to fund a wider variety of projects that respond to community needs.

## Commitments to Reimagine Funding

With community input, change funding programs to provide greater benefits to community, neighborhoods and households.

Review funding programs to reduce barriers to applying for funds.

Develop creative solutions to fund a wider variety of projects.

Work with communities on new project ideas and find funding sources.

Partner with communities on grant application and implementation.

We will also work with communities to identify and access new, non-Air District funding sources, such as state, federal, or other grants. Such funding could be used to expand our grants for community capacity building and community education funding.

We will talk with communities about defining new project ideas and assist in the funding application process. We will also, if possible, partner with communities on project implementation.



# Hold Violators Accountable

**Strategy 1.5 Enhance Violation Investigations:** We will enhance our procedures for investigating violations of Air District regulations in communities overburdened by air pollution to better protect community health.



The Air District is responsible for regulating emissions from stationary sources of air pollution, including oil refineries, power plants, wastewater treatment plants, gas stations, and many other commercial, manufacturing, and industrial activities. If an industry or business violates any of our regulations, we have a process for identifying and investigating such violations.

In our investigations, we sometimes do not have all the information we need to fully demonstrate the significance of the violation, especially hearing from community members on how the violation impacted them. We may also have limited information on the public health consequences of the violation or potential cost savings to the violators from actions that led to the violations. Such additional information could be useful in building more stringent enforcement actions and related penalty assessments for violations. This, in turn, could better deter industries from violating regulations and improve future compliance.

Under this strategy, we will develop an enhanced investigation procedure for violations, especially for violations that occur in communities overburdened by air pollution. The protocol will include a way for community members to tell us how the violation impacted them. We will better quantify the extent of emissions that violate our regulations in communities and, where possible, analyze the health impacts of violations in communities. We will also investigate the duration of violations and the avoided costs that may have led to violations.

We will prioritize implementing the new investigation procedure for any violations that occur from air pollution sources found to have the greatest impact on community health, as identified in **Strategy 1.1. Change Approach to Air Quality**.

**Commitments to Enhance Investigations**

- Develop enhanced investigation procedure for violations.
- Better quantify emissions that violate regulations and analyze health impacts.
- Investigate the duration of violations and the avoided costs that may have led to violations.

# Hold Violators Accountable



**Strategy 1.6 New Enforcement Policy:** We will collaborate with communities to develop an enforcement policy to better prevent violations of air quality regulations.

A big part of what the Air District does is enforce its air quality regulations. Effective enforcement is central to making sure our regulations have real and measurable impacts on air quality. Enforcement is done through regular inspections of oil refineries, power plants, wastewater treatment plants, and other industrial facilities and businesses we regulate. The Air District also responds to complaints, which can trigger investigations of potential regulation violations. The Air District also partners with the state to help enforce state regulations on trucks, port equipment, and other mobile sources of air pollution.

Communities want more transparency and accountability in how we enforce our regulations, so they feel confident we are holding violators fully accountable. Even though active enforcement cases must be confidential, we can openly develop a policy for how we approach enforcement cases.

Under this strategy, we will develop an enforcement policy that considers environmental justice principles and community voices, experiences, and perspectives to build community confidence and trust in our efforts to enforce air quality

regulations. The policy would also include a set of principles to guide how the Air District evaluates and applies penalties, as allowed by state law, community-focused legal remedies, and consideration of repeat violations. In the policy, we would also consider enforcement actions, such as an abatement order or coordinating with other enforcement agencies, like local district attorneys or the state Attorney General.

## Commitments to New Enforcement Policy

Develop enforcement policy that considers environmental justice principles, community voices, experiences, and perspectives.

We commit to engaging in a collaborative process with communities, regulated industry, labor, and others who may be interested in participating with us as we develop the new enforcement policy.

# Mitigate Climate Change and Its Impacts

**Strategy 1.7 New Climate Solutions:** We will develop new regional solutions for climate change and support partners to advance climate change mitigation.



Human activity has changed our climate. The impacts from a warmer planet are being felt around the world, including intensifying heat waves, wildfires, hurricanes, drought, and floods. These impacts do not affect everyone equally. The same communities that have struggled for years to access clean air, safe drinking water, nutritious food, living-wage jobs, and affordable housing are also the most vulnerable to climate impacts. Communities overburdened by air pollution and poverty tend to have higher rates of asthma, cardiovascular disease, and other health conditions that make them more vulnerable to wildfire smoke, extreme heat, and other climate impacts. The impacts from a warming climate are only expected to get worse in the coming decades.

## Commitments to Mitigate Climate Change

Maximize climate change benefits of regulations and nonregulatory programs.

Develop a regional climate plan.

Assess and improve Climate Tech Finance Program.

Carbon dioxide is the most prevalent heat-trapping gas (also known as a **greenhouse gas**) contributing to climate change. The amount of carbon dioxide covering the planet has been quickly increasing, mostly due to the burning of coal, oil, and natural gas. The Air District does not have the regulatory authority to adopt regulations that reduce carbon dioxide from large industrial sources such as oil refineries

or natural gas-fired power plants. We also do not have the authority to regulate cars, trucks, and other mobile sources of air pollution; that authority belongs to the state and federal governments. These

sources produce over 75 percent of the greenhouse gas emissions in the region. However, we do have authority to regulate methane and other greenhouses gases that are more powerful than carbon dioxide.

The California Air Resources Board, the agency that oversees all efforts to reduce air pollution in the state, adopted a **statewide climate plan** to achieve its goal of **carbon neutrality**, or net zero greenhouse gas emissions, by the year 2045. In the Bay Area, cities and counties have adopted more than 80 local

climate action plans. Regional government agencies, like transportation agencies, are developing and implementing plans to address climate change. Unfortunately, these plans are not always developed in coordination, nor in partnership with communities most vulnerable to climate impacts. At the same time, there are now once-in-a-generation federal funding

opportunities available for local governments and community-based organizations to reduce greenhouse gas emissions, help communities adapt to climate impacts, and to thrive in a carbon-neutral economy.

In addition, the Air District runs a program to help fund local projects that apply new technologies to cut heat-trapping gases in communities around the Bay Area, known as the Climate Tech Finance program. The program has been effective since its inception but needs to be assessed and improved to continue growing its climate benefits for communities.

Under this strategy, we will maximize climate change benefits from our air quality related regulations and nonregulatory programs. Often the same activities that produce greenhouse gases also produce other harmful air pollution. As we build stronger regulations on industries, businesses, and activities that contribute most to local air pollution, as described in

**Strategy 1.2 Stronger Regulations**, we will also evaluate potential ways to reduce greenhouse gas emissions.

We will also work with our state, regional and local government partners to develop regional solutions to climate change. We will develop a regional climate plan that describes how regional efforts can work synergistically and with local and state efforts to achieve carbon neutrality. In developing this plan, we will engage with the Bay Area's diverse communities to better understand their climate concerns and priorities.

The regional climate plan will support more coordinated and successful funding applications, and better implementation of existing and future climate priority efforts. We will assess and improve our Climate Tech Finance program to maximize benefits for communities.



*The impacts from a warming climate are only expected to get worse in the coming decades.*



# Goal 2: Advance Environmental Justice

The strategies in Goal 2 are organized around three objectives:

- **Build partnerships and community capacity**
- **Identify disparities**
- **Reduce disparities**

These objectives and their associated strategies are designed to help us work in partnership with communities to better understand and solve local air quality problems.

# Build Partnerships and Community Capacity



**Strategy 2.1 Community Partnership:** We will develop partnerships with communities so they can directly participate in the solutions to the air quality problems that impact them.

In September 2017, a new state law, Assembly Bill 617, fundamentally changed how local air districts approach air quality planning. The law requires all major local air districts in the state to partner with state-selected communities to develop community monitoring plans and/or plans to reduce air pollution in their neighborhoods. In the Bay Area, we have partnered with communities in West Oakland, the Richmond-North Richmond-San Pablo area, East Oakland, and Bayview Hunters Point-Southeast San Francisco to identify local air pollution concerns and strategies for reducing that pollution. For the Richmond area, we also developed a community monitoring plan, in partnership with the community. This work has taught us that partnership is essential to build trust and achieve success.

Local air quality planning requires extensive community input and should align with environmental justice principles. People living in communities historically overburdened by air pollution are the experts on what is impacting their communities, their health,

and quality of life. The Air District has air pollution expertise, vast amounts of air quality data, and knowledge of how various government agencies at the local, state, and federal level can help address community problems. Both government and community bring something valuable and necessary to the partnership.

More importantly, people living in communities long harmed by air and other pollution burdens have historically been excluded from meaningful participation in government decision-making. Partnering with communities is one of many steps needed to undo and correct the harm caused by past discriminatory practices.

Most of the strategies in the *2024-2029 Strategic Plan* will require partnering with communities. For example, we will partner with communities to better understand their experience with air pollution and the sources that concern them, and to identify pollution reduction actions. We will work with communities to develop a new enforcement policy and to talk about compliance and

**Commitments to Community Partnership**

Expand community partnership models to other communities impacted by air pollution.

Work with community to develop and define community partnership.

enforcement efforts, air quality data needs, new funding programs, and to reimagine our existing policies and programs. Under this strategy, we will form the relationships and partnerships needed to implement the strategic plan, including with churches, schools, or other membership organizations.

We will take what we learned in West Oakland, Richmond, East Oakland, and Bayview Hunters Point and expand those partnership models to other communities impacted by air pollution. How we partner with community will be as unique as the communities are. We will work with community leaders, including community steering committee members from West Oakland, Richmond, East Oakland, and Bayview Hunters Point, to develop and define what partnership looks like from their perspective.



Partnership can take many forms, from the formation of a formal steering committee to regular Air District attendance at standing community meetings. The degree of community participation may also vary, depending on their needs. Some may want to develop formal emission reduction plans, like those adopted in West Oakland and Richmond. Others may want regular updates on how we are improving air quality in their communities, access to tools to collect their own air quality data, or to provide input on local pollution sources and the actions we can take. Under this strategy, we will meet communities where they are.

# COMMUNITY PARTNERSHIP IN PRACTICE

## West Oakland

The West Oakland Environmental Indicators Project, led by co-founders Ms. Margaret Gordon and Brian Beveridge, has a long, successful track record of organizing community members to advocate for better air quality in West Oakland. The Indicators Project was uniquely positioned to engage quickly and effectively in the West Oakland community air quality action planning effort, one that has served as a model for emission reduction plans throughout California. Ms. Gordon and Mr. Beveridge led the West Oakland Community Action Plan Steering Committee in developing *Owning Our Air*, adopted by the Air District Board in October 2019. The committee represents residents, researchers, academics, public agencies, non-profits, and community institutions. Since the plan's adoption, the committee, in partnership with the Air District and other public agencies, has been working on implementation.

## Richmond-North Richmond-San Pablo

In March 2021, a community steering committee convened to guide the development of a community emission reduction plan for the Richmond-North Richmond-San Pablo area, the *Path to Clean Air*. The committee developed the plan in partnership with the Air District, the California Air Resources Board, and local governments. Community steering committee members represent the diverse communities of the Richmond-North Richmond-San Pablo area and have a range of knowledge and expertise. They represent individuals who work, live, or grew up in the area, including residents, community leaders, public agency staff, business representatives, and non-profit groups. About thirty individuals make up the steering committee. In May 2024, the Air District Board adopted the final *Path to Clean Air*. The committee continues to meet as we move forward together on plan implementation.

## **East Oakland**

In 2022, the Air District and Communities for a Better Environment worked together to select members for a Community Steering Committee to lead the development of a community plan to reduce local air pollution in East Oakland. Steering committee members include representatives who grew up, live, or work in East Oakland. Non-voting members include a member of the business community, and representatives from the Port of Oakland, City of Oakland, and Alameda County Public Health Department. The steering committee has selected the plan boundary and drafted a vision and principles for the plan. They also recently completed a mapping project to collect information from community members about East Oakland's community assets and locations of pollution concerns. The committee meets monthly and is currently developing strategies to reduce air pollution in East Oakland.

## **Bayview Hunters Point-Southeast San Francisco**

In February 2023, the state selected Bayview Hunters Point-Southeast San Francisco to develop a community emission reduction plan. The nomination effort was spearheaded by Bayview Hunters Point Community Advocates and Marie Harrison Community Foundation. A 21-member community steering committee will now lead the development of the community plan. The committee represents the diverse community that lives or works in Bayview Hunters Point-Southeast San Francisco. The committee started meeting publicly in January 2024, co-chairs have been selected, and a charter was recently adopted. The steering committee recently created maps showing the location of sources of pollution and places where community members live, work, play, and pray. Over the next year, the steering committee will identify existing data and other data needs, and it will develop the vision statement and plan boundary. These efforts are part of creating goals, strategies, and actions for the final community plan.

# Build Partnerships and Community Capacity



**Strategy 2.2 Collect Community Data:** We will build community capacity to collect air pollution data and ensure the Air District better utilizes those data to reduce the pollution that harms communities most.

Community members want to understand air quality in their neighborhoods. They also want to be part of the solution in getting more information about air quality. However, community members often do not have all the tools they need to collect actionable air pollution data. These tools include not just the equipment needed to take air quality measurements, but also the resources, techniques, and/or methods to collect and interpret the data and make sure it is useful in our efforts to reduce air pollution.

In building the capacity of community members to collect and interpret air pollution data, we can also build stronger relationships and instill more trust between communities and the Air District. We can work together to better understand local air pollution.

Under this strategy, we will provide community members with air quality data collection tools, training on how to best use tools, and standard data collection

procedures. We will work with communities to collect data that can help with improved enforcement, more stringent regulations, better targeted or new incentive programs, or other programs and policies to reduce pollution. Data collected could include samples of particulate matter that collects on surfaces, odor complaints, and observations of dust crossing fence lines, as well as other air monitoring data.

We are starting with communities impacted by refineries. We will help train community members in data collection procedures and record keeping. Through this and similar efforts, we will help the community collect data that will be most helpful in enforcing existing regulations

and in the development of the more health-protective actions we take.

**Commitments to Collect Community Data**

- Provide community with air quality data collection tools.
- Provide training on use of tools and in standard data collection procedures.
- Work with communities to collect air pollution data.

# Build Partnerships and Community Capacity



**Strategy 2.3 Make Data Accessible:** We will give communities the tools and data they need to access and understand air pollution data so they can be better informed of any potential air pollution problems.

There are many sources of air pollution data available to the public, especially in communities known to have high levels of pollution and near large sources of air pollution. Data sources include the Air District's own air monitoring stations, refinery fenceline air monitors, community monitors, and **low-cost air pollution sensor networks** such as PurpleAir. Other data sources include the Air District's facility-level emission estimates, permit information, and compliance histories. With so much data available, there come challenges. When there are questions about community air quality, it can be difficult for community members to know which data source to use, or why there may be conflicting or different data in the same community. Also, seeing air pollution data without appropriate context can be confusing, as community members may not know how to interpret the data. They may not know if the number they are seeing is considered high or low, or how it compares to health standards,

or if it is an unusually high number that points to an air quality problem.

**Commitments to Make Data Accessible**

Work with community members to better describe available data and understand how they want to access data.

Customize approach to sharing data to meet specific needs of individual communities.

Prepare an inventory of available data, including monitoring, permitting, enforcement, and complaint data.

In addition to publicly available air quality data, community members want more access to our data on permitting, emissions, and enforcement activities. Much of this data is either inaccessible or difficult to find.

Under this strategy, we will work to better understand community data needs and how to make air quality data more available, accessible, and understandable. We will prepare an inventory of available data, including monitoring, permitting, enforcement, and complaint data. We will work with community members to better describe this data. Additionally, different communities have different data needs,

so we will do our best to customize our approach to meet the specific needs of individual communities.



# Build Partnerships and Community Capacity

**Strategy 2.4 Community Health Data:** We will provide communities with better health information, so they know the potential health implications of air pollution and are better able to participate in decision-making.

Decades of discrimination, disinvestment, and the consequences of federal government redlining, and local land use policies have all contributed to dramatic differences in people’s health outcomes in communities of color, compared to the Bay Area as a whole. These communities are often located near major industrial facilities, highways, busy roadways, and ports, with higher levels of exposure to air pollution. People living in communities impacted by local pollution want to better understand the health conditions in their neighborhood, and how health conditions are impacted by air pollution.

Existing health data is challenging to use, especially if it is used to understand and reduce environmental injustice. Most health data is available at a zip code, city, or county level, which can mask differences between different neighborhoods or parts of a neighborhood. For example, a neighborhood block may have severe health issues that are unseen in the data if averaged with wealthier residents who live farther from major air pollution sources.

Additionally, available health data comes with complex definitions for each health condition. These definitions often change, making it

nearly impossible to track health trends, or changes, over time.

We currently work with public health departments and community health centers to provide health data to communities. Such data includes asthma rates, cardiovascular and respiratory disease, cancer rates, and emergency room visits. Under this strategy, we will expand our efforts to collect, analyze and provide health data to communities. We will use **Health Impact Assessment** methodologies using multiple data sources and consider input from community members and others, to determine the potential effects of a proposed policy, program, or project on community health. Moving forward, we will work with health care providers to gain access

to better data and with community members to collect neighborhood, block-by-block level data using survey techniques. We will also work to consider how to best share health data with our various community partners, ensuring it meets their needs.

**Commitments to Health Data**

- Expand efforts to collect, analyze, and provide health data to communities.
- Use Health Impact Assessment methodologies to determine potential effects of proposed policy, program, or project on community health.
- Work with health care providers to gain access to better data and community members to collect neighborhood-level data.

# Build Partnerships and Community Capacity

**Strategy 2.5 Air Quality Complaints:** We will improve the complaint process to ensure it is effective and transparent.



With limited air monitors and air quality inspectors to cover the entire Bay Area and its hundreds of thousands of possible sources of air pollution, members of the public are often the first to become aware of air pollution problems or incidents in their neighborhood. Odors, smoke, dust, and particulates from a variety of commercial, manufacturing, and industrial operations, portable equipment, cars and trucks, and residential activities can all generate air pollution. Sometimes, this pollution is visible or can be smelled, alerting people to a potential problem.

Members of the public are part of the solution in alerting us to potential air quality violations. Alerts come to us in the form of **air quality complaints**. The Air District's complaint process serves an important role in early identification of air quality issues, but it relies on effective participation by the public. The complaint process is only as strong as community members who know about it and use it effectively. Improving our responsiveness and

transparency is also important to foster a robust complaint system that reduces local air pollution.

However, community members have expressed frustrations with our complaint system. They feel that at times we do not arrive in time to document the issue, especially if the problem occurs late at night or on a weekend. They also become frustrated when the Air District cannot track down the source of the problem or does not follow up on what happened with the complaint, whether it was addressed and how. In addition, we have heard from community members that they would like our air monitors to be better able to identify potential air quality problems, and to have those problems followed up or confirmed through inspections.

Under this strategy, we will explore new ways to provide complaint information to the public. We will also improve the transparency of complaint outcomes and follow up with community members on what

## Commitments to Air Quality Complaints

Explore new ways to provide complaint information to the public.

Improve the transparency of complaint outcomes and follow up with community members on what the problem was and how it was resolved.

Ensure responsiveness, including during nights, weekends, and holidays.

the problem was and how it was resolved, using plain, non-technical language. We will ensure responsiveness, including during nights, weekends, and holidays.

The efforts we undertake in this strategy will be supported by our efforts in **Strategy 4.8 Air Quality Incidents**, where we will enhance our air pollution incident response program,

in collaboration with community partners, to better respond to and communicate about air quality incidents.



# Build Partnerships and Community Capacity



**Strategy 2.6 Talk with Communities:** We will meet with communities about air pollution problems in their neighborhoods, their concerns, how we are addressing them, and what more they need from us, so we are more responsive to communities.

Communities with a long history of being exposed to pollution, understandably, do not always trust government agencies. They have little trust that they are being protected from pollution, including air pollution, and they want more transparency and information on what we are doing to protect them. Communities want to know how we are holding industries, businesses, and others accountable for polluting their communities. They also want more air pollution data from air monitoring and to be informed about any legal actions we have taken against those who violate air quality regulations.

Communities also want to tell us about their experience with air pollution and violations in their neighborhoods. Such information could increase our capacity to enforce air quality regulations.

Although we meet with some community groups to share information about our

enforcement activities, we do not have a formal, structured program. Under this strategy, we will develop a structured program to meet regularly with community members to talk about air pollution in their neighborhoods, including compliance and enforcement activities, recent incidents or other air pollution violations, our enforcement response, the extent of public harm, and legal actions we may take. We will also share information about air monitoring activities and data in their neighborhoods.

## Commitments to Talk with Communities

Meet regularly with community members on compliance and enforcement activities, recent incidents or other air pollution violations, enforcement response, the extent of public harm, and legal actions we may take.

Share information about air monitoring activities and data.

# Identify Disparities



**Strategy 2.7 Understand Local Air Pollution:** We will work with communities overburdened by air pollution to develop a more complete understanding of air pollution in their neighborhoods.

In **Strategy 1.1 Change Approach to Air Quality**, we describe how we will change our approach to reducing air pollution, where we will continue efforts to both attain national and state air quality standards and to ensure that we reduce inequities in local air pollution exposure. Under this strategy, we will build partnerships with community members to incorporate their knowledge and experience into our understanding of local air pollution. Community knowledge is crucial for a complete and accurate understanding of local air pollution, especially which sources of air pollution are most affecting people's health and quality of life.

The Air District's air quality monitoring network was historically designed to assess regional air quality. This is done through a limited number of monitoring locations in the region that collect and

**Commitments to Understand Local Air Pollution**

Build relationships and partnerships with communities to understand their experience and knowledge.

Use community experience and knowledge to inform additional air monitoring.

Use modeling programs to get a more complete picture of local air pollution.

Partner with community to identify monitoring needs.

Report on air pollution data we collect.

measure air quality data. As a result, there are gaps in data about local air quality in communities that don't have a large, traditional air monitoring station. In addition, our historical approach to understanding air pollution focuses on those sources that are large enough to impact air pollution regionally. We therefore do not always have a good understanding of sources that can have air pollution impacts at the local or neighborhood level.

A more local understanding of air pollution impacts will help communities know more about what they are breathing and, where possible, what actions they can take to reduce their exposure to air pollution. A better understanding of sources of air pollution that impact communities will also help the Air District develop more effective strategies to reduce those sources' impacts.

Under this strategy, we will build relationships and partnerships with communities to understand their experience and knowledge of local air pollution. We will talk with communities about what air pollution they are experiencing and where it might come from. We will use their experience and knowledge to inform where we do additional air monitoring,



including mobile monitoring and short-term monitoring studies. We will run air pollution data, including emissions and monitoring data, through computer modeling programs to get a more complete picture of air pollution within specific neighborhoods. We will also partner with communities to identify their additional air monitoring needs, and report back on the air pollution data we collect.

# Reduce Disparities



**Strategy 2.8 Community-Directed Funds:** We will manage funds to benefit communities in partnership with those communities, including money that the Air District collects in penalties from air pollution violations that affect communities.

If a specific industry or business violates an Air District regulation, we take enforcement action and often assess a financial penalty. These financial penalties can be substantial for significant air quality violations. The money we collect through penalties has historically been used to help pay for the Air District's enforcement program. This means that penalty funds have not necessarily directly reduced air quality impacts in the location where the violation occurred.

In May 2024, the Air District adopted a new policy that will direct a portion of the money generated through penalties back into communities where the violation occurred. Additionally, in 2021, the Air District created a "Community Benefit Fund" of \$3 million for projects that will directly benefit communities. These funding sources are an opportunity.

And as described in **Strategy 1.4 Reimagine Funding**, communities want to decide how

such funding is used. They want to participate in the decisions on the types of air quality projects we fund and to ensure projects directly benefit them.

Under this strategy, we will establish a team within the Air District to administer the portion of penalty funds distributed to affected communities and the broader region, in consultation with the communities and region. For the Community Benefit Fund, we will develop a community-led process, in collaboration with the Community Advisory Council and local community-based organizations, where communities participate in decisions on how to spend that money.

## Commitments to Direct Funds to Community

Establish team to administer the portion of penalty funds distributed to affected communities and the broader region, in consultation with the communities and region.

For the Community Benefit Fund, develop a community-led process, in collaboration with the Community Advisory Council and local community-based organizations, where communities participate in decisions on how to spend funds.

# Reduce Disparities



## **Strategy 2.9 Address Legal Barriers:** We will strive to change laws that prevent the Air District from advancing environmental justice.

Most actions the Air District can take to reduce pollution are authorized, and restricted, by state and federal laws. The sources we can regulate, how we issue and enforce permits, the penalties we can collect, and even how we operate our incentive programs are all bound by law. Some of these laws can act as barriers to advancing environmental justice. For example, state law sets limits on penalties we can collect for air quality violations of our permits and regulations. As described in **Strategy 2.8 Community-Directed Funds**, the community can benefit from these penalty funds. Limits on penalties mean less deterrence and accountability for facilities and less funding for communities to reduce the impacts of air pollution.

Under this strategy, we commit to working toward changing state law limiting the amount of money in penalties we can collect for violations of our air pollution regulations and permits. We will work with the state legislature on other ideas for

changes to laws that can benefit overburdened communities and to do the advocacy necessary to get ideas into law. We will also bring our state and federal representatives into the conversation on the local health impacts of air pollution. We will share our story of how the Air District and communities are partnering together to improve local air quality. Building legislators' knowledge about air pollution's health impacts may help lawmakers champion the legal changes we need. For example, we need more money for grant programs that reduce air pollution in communities. Communities also need more direct funding to partner with the Air District in reducing air pollution and to help us bring down other barriers to overcoming environmental injustices.

**Commitments to Address Legal Barriers**

Work to change state law limiting the amount of penalties we can collect violations of our air pollution regulations and permits.

Work with state legislature on ideas and advocacy for changes to laws that can benefit overburdened communities.

Bring state and federal representatives into the conversation.

Share how the Air District and communities are partnering together to improve local air quality.

# Reduce Disparities



**Strategy 2.10 Civil Rights Laws:** We will advance and prioritize compliance with civil rights laws, including the federal Civil Rights Act of 1964 and related California laws.

## **Title VI of the Civil Rights Act of 1964**

prohibits recipients of federal financial assistance from discriminating based on race, color, religion, sex, national origin, or disability. California Government Code section 11135 contains similar prohibitions against discrimination under state law. The Air District is responsible for ensuring that its actions and practices are not discriminatory.

Public participation practices that are inclusive and nondiscriminatory, access to programs for people with limited English proficiency, and access for people with disabilities are part of complying with civil rights laws. In addition, permitting, rulemaking, enforcement, and other actions taken by the Air District must not have a discriminatory effect, meaning that the actions cannot have an inequitable impact on members of a group identified by race, color, or national origin.

Under this strategy, we will review how we issue permits to ensure we are following civil rights laws and regulations. In 2022, the United States Environmental Protection Agency published guidance to

help state and local governments comply with civil rights laws as they carry out their permitting programs.

This interim guidance may be a starting point in examining whether additional steps need to be taken in reviewing permit decisions for civil rights compliance, as part of **Strategy 4.3 Consistent Permits**.

We will also implement the Air District's *Plan for Language Services to Limited English Proficient Populations* to ensure compliance with civil rights laws. This plan details our commitment to provide meaningful access to important Air District services and programs to persons

with limited English proficiency, including providing information in multiple languages and upon request, to best meet community needs to engage with and participate in Air District programs.

## **Commitments to Civil Rights Laws**

Review how we issue permits to ensure we are following civil rights laws and regulations.

Implement the Air District's *Plan for Language Services to Limited English Proficient Populations* to ensure compliance with civil rights laws.



# Reduce Disparities

**Strategy 2.11 Cumulative Health Impacts:** We will develop our understanding of the cumulative effects of air pollution and other stressors, and use this information to focus regulatory efforts in areas experiencing the most serious air pollution and related cumulative impacts.

The Air District is researching ways to better understand and more effectively address cumulative impacts in communities overburdened by air pollution and other chronic environmental, income, health, housing, job security, and other stressors. Cumulative impacts occur when private businesses or governments make individual decisions that, when added together, can cause impacts that accumulate over time to negatively affect people’s health, well-being, and quality of life.

Certain communities and populations are at greater risk from air pollution and other environmental pollution because of things like neighborhood characteristics, education, and income, that are well-known contributors to greater health problems than average. Cumulative exposure to pollution and other chronic stressors affect lower-income communities of color more so than whiter, wealthier communities.

Under this strategy, the Air District will develop a better understanding of where cumulative impacts exist and how they should be considered in both our and local government decision-making. We will develop and share methods for understanding which communities and community members are most heavily impacted by cumulative environmental burdens and chronic stressors and why. We will use this information as we consider cumulative impacts in our programs, including permitting, regulations, and compliance.

We will also provide tools and guidance to local governments to incorporate a more complete understanding of cumulative impacts as they make decisions affecting their communities, including plan and policy recommendations and guidance for siting, designing, and permitting land use projects.

**Commitments to Cumulative Health Impacts**

- Develop and share methods to better understand where cumulative impacts exist and how they should be considered in decision making.
- Consider cumulative impacts in our programs, including permitting, regulations, and compliance.
- Provide tools and guidance to local governments to address cumulative impacts.



# Goal 3: Foster Cohesion and Inclusion

The strategies in Goal 3 are organized around two objectives:

- **Embody diversity, equity, inclusion, and belonging**
- **Become *One Air District***

These objectives and their associated strategies are designed to create a more diverse and welcoming workplace, one that is united in common purpose, so that the Air District can meet its air pollution, environmental justice, and equity priorities.

# Embody Diversity, Equity, Inclusion, and Belonging



**Strategy 3.1 A Diverse Workforce:** We will build on our efforts to ensure the Air District’s workforce is diverse and reflective of the communities we serve to instill community trust and develop better solutions to air quality problems.

Having a diverse workforce means that the organization reflects the people and communities it serves. Successful organizations need people with different backgrounds, cultures, and viewpoints, who may speak different languages or have different life experiences. They also need people from different races, ethnicities, genders, gender identities, sexual orientations, sexual identities, ages, countries, ability statuses, or cultural, political, religious, and other affiliations.

The San Francisco Bay Area is one of the most diverse places in the world. It is important that the Air District prioritizes being just as diverse. Over the years, we have improved our diversity at the Air District to more fully reflect our region, including the communities who have been long harmed by air pollution. As we implement the *2024-2029 Strategic Plan*, it will be important that the organization continue to recruit, develop, and welcome people who have first-hand

experience of the impacts of air pollution in overburdened communities, who know the challenges and are invested in solutions.

Under this strategy, for all levels of the organization we will establish recruitment, retention, and advancement policies and practices that promote diversity and inclusion. We will review and revise our hiring practices to ensure they are inclusive and to remove any structural biases.

We will implement targeted recruitment strategies, to attract candidates from diverse backgrounds and life experiences. We will also consider expanding our internship program to attract more young people from diverse backgrounds to the air quality field.

To improve retention, we will create development programs tailored to the needs of employees from diverse backgrounds. We will support the establishment and

**Commitments to a Diverse Workforce**

Establish recruitment, hiring, retention, and advancement policies and practices that promote diversity and inclusion and remove any structural biases.

Create development programs tailored to employees from diverse backgrounds.

Regularly assess recruitment, retention, and promotion rates for under-represented employees, especially in leadership positions.

Gather employee feedback and adjust as needed.

growth of employee resource groups who represent different demographics within the organization. Such groups provide a platform for networking, support, and advocacy, and contribute to a sense of belonging and community among employees. Finally, we will regularly assess our recruitment, retention, and promotion rates for under-represented employees, especially in leadership positions, as well as gather employee feedback and adjust our efforts as needed.



# Embody Diversity, Equity, Inclusion, and Belonging

**Strategy 3.2 Be Welcoming and Inclusive:** We will make sure everyone in the organization understands and respects the value of a diverse workforce, one that welcomes and includes everyone to increase organizational cohesion.



While **Strategy 3.1 A Diverse Workforce** is about having a workforce that better reflects the communities we serve, this strategy is about how our workforce works together inclusively, respecting and valuing diverse backgrounds and ideas. People of different races, economic and cultural backgrounds, sexual orientation, gender identity, of different ages, or with different physical and mental abilities, should all be welcomed and treated fairly. Equity is about the creation of equal access to opportunities that closes any demographic disparities within all areas of the organization and society at large. Inclusion is about all employees feeling valued, respected, and supported in achieving their full potential. Inclusion is reflected within the organization’s culture, practices, and relationships that support diverse communities.

The purpose of the Air District’s Office of Diversity,

Equity & Inclusion, created in 2017, is to ensure that the Air District has an equitable,

welcoming, and inclusive environment for all employees. The office supports recruitment and retention efforts, the development of communication strategies, and engaging with community. The office builds cultural awareness at the Air District, supports professional development, and holds employee engagement events to help everyone feel included in the organization.

Under this strategy, we will redouble our efforts to consider diversity, equity, and inclusion in our work, including internal and external decision-making, policies, procedures, regulations, funding initiatives, public outreach, planning, and in our hiring practices. We will also conduct annual diversity and unconscious bias training for people at all levels of the organization, with a focus on those making hiring and promotional decisions.

**Commitments to Being Welcoming and Inclusive**

Redouble efforts to consider diversity, equity, and inclusion in our work, including internal and external decision-making, policies, procedures, regulations, funding initiatives, public outreach, planning, and in hiring practices.

Conduct annual diversity and unconscious bias training for all levels of the organization, with a focus on those making hiring and promotional decisions.

# Become One Air District



**Strategy 3.3 One Air District Community:** We will broaden internal knowledge of Air District activities and create opportunities for relationship building to increase understanding of how different roles and perspectives come together in support of the organization’s mission and vision.

Internal cohesion and collaboration are critical to any organization’s success. Cohesion in an organization means all employees work well together, united in purpose toward a shared vision and aligned with the organization’s values. When people work cohesively, they focus more on organizational goals, rather than only on their own success or the success of their department or division.

Broad knowledge of how an organization operates and how various expertise comes together to meet an organization’s mission and goals is key to organizational cohesion and success. Building relationships across departments or divisions helps to break down organizational siloes and can create a sense of community, or One Air District, working toward a common purpose.

The Air District has a history of being a “siloed” organization. Divisions often

act independently, working toward their

own agendas or priorities, sometimes in conflict with the priorities of another division, or overall agency priorities. Information sharing and collaboration are often limited. Many employees also have limited knowledge about what is happening outside of their own division. Additionally, they lack a foundational knowledge of the Air District, how the organization functions, and the roles and responsibilities of each division.

Employees have also expressed feeling isolated, with limited understanding or connections to efforts outside of their own, furthering a siloed culture. Being siloed not only impacts agency culture and effectiveness, but also our ability to serve the community, as described in **Strategy 4.7 Customer Service**.

Under this strategy we will break down siloes to become One Air District. We will

**Commitments to Being One Air District**

- Build employees’ knowledge of the Air District’s activities.
- Enhance opportunities for knowledge sharing through more engagement events and collaboration.
- Create opportunities for relationship building across divisions to create a One Air District culture.
- Develop “job shadowing” opportunities.
- Develop an internal communications program, building a One Air District story.

build all employees' knowledge of the Air District, across the organization. We will enhance opportunities for knowledge sharing through more engagement events and opportunities for people to share information and collaborate. We will create opportunities for relationship building across divisions to create a One Air District culture, where people feel connected to each other and to the overall mission of the organization. We will develop "job shadowing" opportunities where employees can experience the work of

their peers, to broaden their understanding of the challenges, opportunities, and connections to their own work. We will also develop an internal communications program, building a One Air District story that helps everyone see the connections of their individual efforts to the entire organization.



# Become One Air District



**Strategy 3.4 Environmental Justice Expertise:** We will increase the capacity and effectiveness of employees, Board members, and advisory bodies to advance and better integrate environmental justice into all aspects of our work.

As described in Chapter 2, the United States Environmental Protection Agency describes environmental justice as the “just treatment and meaningful involvement of all people, regardless of income, race, color, national origin, Tribal affiliation, or disability, in agency decision-making and other activities that affect human health and the environment so that people are fully protected from disproportionate and adverse human health and environmental effects (including risks) and hazards...”. Without consideration of environmental justice, communities and individuals may be harmed by decisions made by governments and private entities. Environmental justice gives people more control over the decisions that impact their lives and quality of life.

Over recent years, our awareness of and acknowledgment of environmental justice has grown. However, we still have

much to do. Environmental justice expertise in the agency is concentrated in a few departments or individuals. Knowledge and expertise are not diffused throughout the organization in a way that best serves communities who are overburdened by air and other pollution.

Under this strategy, we will build our knowledge, expertise, and capacity across the organization to work with communities. We will train Board and Advisory Committee members, and employees at all levels of the organization on environmental justice principles and issues. Training programs will ensure we are One Air District, as described in **Strategy 3.3 One Air District Community**, working together to advance our understanding and competency of environmental justice. This includes the historical context of environmental justice, discriminatory and racist

**Commitments to Environmental Justice Expertise**

- Train Board and Advisory Committee members, and employees on environmental justice.
- Add advancing environmental justice and equity as a core competency in performance plans and reviews.
- Recruit candidates with environmental justice expertise.
- Develop environmental justice teams and have them review compliance with the Civil Rights Act of 1964, including Title VI.

government policies, and how to work in and partner with communities sensitively, respectfully, and effectively.

To ensure training programs are effective, we will add advancing environmental justice and equity as a core competency in all employees' performance plans and reviews. We will also recruit candidates with environmental justice expertise, who have experience living in or working with communities harmed by air pollution.

We will develop environmental justice teams, who will work across the organization to integrate environmental justice in our work, ensuring deeper connections with communities we serve. Environmental justice teams would review compliance with civil rights laws such as the Civil Rights Act of 1964 and California Government Code section 11135.



# Become One Air District

**Strategy 3.5 Recognize Employees:** We will better recognize employees' contributions to increase morale and overall organizational effectiveness.



Ensuring employees' skills, talents and contributions are valued and properly recognized is critical to a positive work environment, employee morale, and employee retention. Employee retention is critical to organizational success. Productivity, recruitment and training costs, organizational culture, organizational knowledge and expertise, and **customer** service can all suffer with high employee turnover rates.

In government agencies, where merit increases or other performance-based benefits are often limited or unavailable, recognizing employees' accomplishments can be challenging. The Air District has a highly dedicated workforce, yet limited recognition programs and activities have left some employees feeling discouraged, and high-achieving employees often feel overworked and overlooked.

## Commitments to Recognize Employees

Develop and implement an employee achievement incentive program which could include awards or bonuses.

Better recognize employees who lead by example and exemplify the core values.

Recognize employees through performance evaluations that reward and encourage cross-functional learning, collaboration, innovation, and skill development opportunities.

To better show appreciation for our employees' contributions, under this strategy the Air District will develop and implement an incentive program which could include awards or bonuses based on achievement. We will better recognize employees who lead by example and exemplify the core values of the organization. We will also recognize employees through performance evaluations that reward and encourage employees to engage in cross-functional learning, collaboration, innovation, and skill development opportunities.

# Become One Air District

**Strategy 3.6 Support Employee Success:** We will expand professional development opportunities to foster success and diversity, boost morale, enhance workforce retention, and improve overall organizational effectiveness.



Providing employees opportunities to learn and develop skills boosts organization morale and supports workforce retention. Workforce retention also helps develop a positive organizational culture and institutional knowledge and skills critical in achieving long-term goals.

Under this strategy, we will help employees build a career path and gain institutional knowledge. We will do this through an expanded mentoring program to encourage employees to join and develop skills as mentors and mentees. In addition, for new employees, the Air District will develop more detailed and comprehensive on-boarding to help them know the organization and feel able to

publicly represent the Air District. We

will also develop comprehensive training and cross-training on Air District programs for employees. In addition, we will consider more comprehensive performance reviews that encourage employees to explore opportunities to develop skills, as described in **Strategy 3.5 Recognize Employees**.

## Commitments to Support Employee Success

Develop an expanded mentoring program.

Create more detailed and comprehensive on-boarding.

Develop comprehensive training and cross-training on Air District programs for employees.

Consider more comprehensive performance reviews that encourage employees to explore opportunities to develop skills.



# Goal 4: Be Effective, Accountable, and Customer-Oriented



The strategies in Goal 4 are organized around three objectives:

- **Improve permitting, monitoring, and enforcement**
- **Build relationships and enhance communications**
- **Be accountable**

These objectives and their associated strategies will help us to become a more efficient and effective organization, responsive and accountable to the communities we serve. They are also designed to increase awareness and support of our efforts to reduce air pollution and to advance environmental justice.

# Improve Permitting, Monitoring, and Enforcement



## Strategy 4.1 Timely Permits: We will improve the timeliness of permitting decisions.

The Air District is responsible for issuing air quality permits for stationary equipment in the Bay Area. Air quality permits specify how the Air District’s regulations apply to particular equipment, how the equipment can be operated, and what emission limits the equipment must comply with. Many different types of stationary equipment that emit one or more air pollutants require an Air District permit.

The Air District receives over 1,000 new air quality permit applications each year. We also handle about 10,000 permit renewals and manage 78 **Major Facility Review Permits** (also known as “Title V permits”) for large industrial facilities in the Bay Area. Fees from permits generate significant revenue to support Air District operations related to regulating permitted facilities.

Sometimes we are not able to issue air quality permits within the timeframes outlined in our regulations. Untimely permits can negatively impact businesses, including small businesses, which may have to suspend or delay their

operations because they have not received their permit. Delays can also result in lost or late fee collection, inefficient permit reviews, and even increased emissions if installation of pollution controls is delayed. It can also lead to uneven public participation and awareness if the process takes too long.

Under this strategy, we will update our regulations and other policies to ensure efficient and timely permitting processes. We will better track permit applications, address bottlenecks in the permitting process, and improve our internal coordination to ensure permits are processed more quickly. We will establish permit project teams for complex sources and implement updated resource management systems and tools that better match the needs of our permit workload. As outlined in the next two strategies, we will ensure that improved timeliness

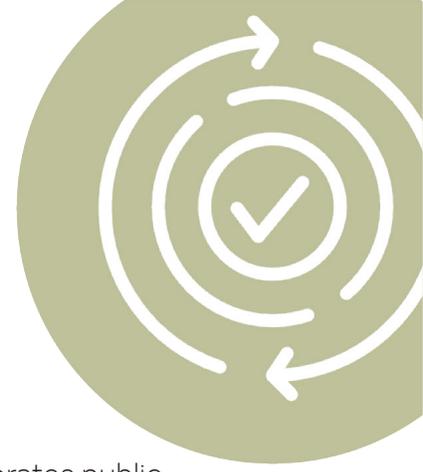
does not sacrifice transparency, public participation, nor the proper application of permit requirements.

**Commitments to Make Permits Timely**

- Update regulations to ensure permits can be done efficiently and timely.
- Better track permit applications, address bottlenecks in permitting process, and improve internal coordination.
- Establish permit project teams for complex permits.
- Update resource management to align with permit workload.

# Improve Permitting, Monitoring, and Enforcement

**Strategy 4.2 Transparent Permit Process:** We will improve our permitting process to be more transparent and accountable to applicants and the public.



When an air quality permit application is submitted to the Air District, we perform a detailed review of the application. The Air District reviews applications for completeness, compliance with regulations, whether the best available pollution control technology is being used, and what emission and health impacts are expected. Depending on the type of permit application and the expected impact, our regulations may require more analysis before we can decide whether to issue the permit and what the permit should contain. We notify the public when an application is submitted, so that people can provide comments.

The timing and status of permit applications is often uncertain. The required analyses can be complex, and the permit application may not initially contain all the information we need to process it. The Air District also conducts outreach to involve members of the public in the permitting process

## Commitments to Make Permits Transparent

Provide more information to applicants and the public throughout permitting process.

Create user-friendly reports and enhance publicly accessible, web-based tools for permit applications, online tracking, and easily accessible information on permitted sources, permit activity, and related emissions.

Improve how we communicate information about permits and the permitting process to communities and applicants using more understandable, less technical language.

and incorporates public input it receives, which can be time-consuming if there is substantial public interest in a project. Insufficient staffing levels, loss of institutional knowledge due to retirements, and outdated computer systems are also major factors contributing to permitting delays.

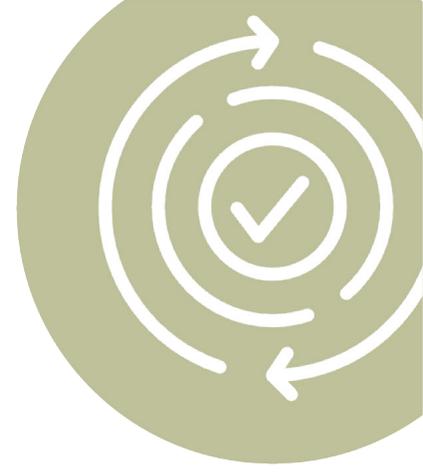
The permit process complexity, delays, and uncertainty all contribute to both the permit applicants' and community members' frustration and distrust with the process. They feel it is too lengthy and has too little transparency. The technical nature of permit reviews can also make it difficult for the public to understand the outcome of our permit application review.

Under this strategy, we aim to build trust with the community and with permit applicants by providing more information throughout the process, which will promote

more meaningful engagement for everyone. We plan to create user-friendly reports and enhance publicly accessible, web-based tools for permit applications, online tracking, and easily accessible information on permitted sources, permit activity, and related air pollution emissions. We will improve how we communicate information about permits and

the permitting process to communities and applicants using more understandable, less technical language.





# Improve Permitting, Monitoring, and Enforcement

**Strategy 4.3 Consistent Permits:** We will ensure Air District regulations and associated air quality permits issued are clear, consistent, and enforceable so that air pollution affecting communities is minimized.

Air quality permits are a critical tool in the Air District's efforts to reduce air pollution from stationary sources. Permits issued by the Air District list all requirements that a business or facility must follow for each piece of equipment covered by the permit to comply with applicable air quality regulations.

For permits we issue, the permit process does not create the air quality requirements that the facility must follow. Requirements are set through our regulations or regulations at the state and federal levels. Our permit process involves analyzing which regulations apply to a given piece of equipment and writing permit conditions that reflect those regulations clearly, so they can be enforced effectively and achieve all the air quality benefits intended by the regulations. The permit should be well understood by the business owner and operator, so they can more easily meet all the regulations that apply to them.

Permits will not effectively implement our regulations if they are not written clearly. If not written clearly, the permit will also not be understood by the public, the facility, or by Air District inspectors checking to see whether the business is complying with the permit conditions. Permits can also be ineffective if the regulation it reflects is not easily understood or needs to be strengthened to adequately protect communities, as described in **Strategy 1.2 Stronger Regulations**.

Under this strategy, we will improve the outcomes of our permit process by making sure permits are written consistently and clearly and that they protect the public's health to the greatest extent that our regulations allow. We will review regulations as they are being developed to be sure they will be clear and enforceable when

included in a permit. We will review our set of standard permit conditions and our process for translating regulations to permit

**Commitments to Make Permits Consistent**

- Ensure regulations are clear and enforceable when included in a permit.
- Review standard permit conditions and our process for translating regulations to permit conditions.
- Review how we issue permits to ensure we are following civil rights laws and regulations.
- Explore how to further consider cumulative impacts in our permitting process.

conditions, to be sure the conditions can be understood and enforced.

As described in **Strategy 2.10 Comply with Civil Rights Laws**, we will review how we issue permits to ensure we are following civil rights laws and regulations. We will also explore how to further consider cumulative impacts in our permitting process, as described in **Strategy 2.11 Cumulative Impacts**. Finally, we will review when to do a

broad environmental analysis of a permitting decision under the **California Environmental Quality Act**, which may provide for additional community engagement and pollution mitigation opportunities.



# Improve Permitting, Monitoring, and Enforcement



**Strategy 4.4 Improve Air Monitoring:** We will update the design and operations of the air quality monitoring network to improve reliability, efficiency, data quality, and accessibility to better meet monitoring objectives and to support efforts to understand local exposure to air pollution.

The Air District maintains a comprehensive air quality monitoring network that includes over 30 monitoring stations across the Bay Area's nine counties. Our air monitors' main purpose is to take air pollution measurements to determine regional compliance with national and state air quality standards. We also use air monitoring data to provide air quality forecasts and trends. Air monitoring data informs our strategies to improve air quality and our health research studies. We also do special monitoring projects to gain better knowledge about specific pollutants and local air pollution problems as described in **Strategy 1.1 Change**

**Approach to Air Quality** and **Strategy 2.7 Understand Local Air Pollution.**

Operating the air monitoring network is highly complex. The work includes the design of the network, identifying sites to locate monitors, and setting up the monitors. We then collect air pollution data, analyze and manage the data, and maintain and calibrate the monitors.

There are also quality assurance, reporting, and state and federal auditing procedures and requirements we must comply with.

The air monitoring network needs some improvements. The demands on the monitoring network have evolved over time, and there are both gaps and redundancies in the network. We also need to update our data systems, as the existing systems have not kept pace with the increasing volume and complexity of data we gather nor with advancements in data science and technology. Upgrades will allow for better access to a wider range of data for internal use and for the public, especially for people who live in areas with high levels of air pollution.

Under this strategy, we will update our air monitoring data systems, prioritizing improvements that can support more efficient data collection, review, reporting, accessibility, and security. We will strengthen quality control systems, including updating quality assurance documentation and

**Commitments to Improve Air Monitoring**

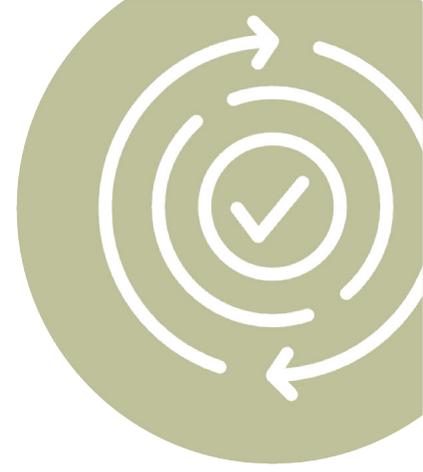
- Update air monitoring data systems.
- Strengthen quality control systems.
- Evaluate the monitoring network for possible changes and improvements.
- Consider changes to the air monitoring network.

standardizing procedures, communication, training, tracking, and project management. We will also evaluate the monitoring network for possible changes and improvements. This update will consider community input. We will especially consider the location of monitors relative to the location of communities overburdened by air pollution. We will use this evaluation to consider changes to the air monitoring network, such as relocating and decommissioning some monitoring sites,

and changing which pollutants are measured.



# Improve Permitting, Monitoring, and Enforcement



**Strategy 4.5 Improve Compliance Investigations:** We will increase the efficiency and effectiveness of inspection and investigation resources to improve compliance and increase the impact of our enforcement program.

The Air District reduces air pollution in communities by ensuring that an industrial facility, business, or activity that we regulate complies with the regulations and applicable permits. The Air District performs regular inspections, air monitoring and testing of specific sources to determine compliance. We also conduct inspections based on complaints we receive from the public.

If we find during our inspections that a business or industry may be violating our regulations, we investigate. If the investigation shows the industry or business owner is not meeting its permit requirements or not complying with regulations, the Air District takes enforcement action by issuing notices of violation and following up with legal action as necessary to ensure they get back into compliance. This process takes resources. If we can make the best use of the Air District's inspection and investigation resources, we will help ensure that all industries and businesses in the Bay Area are minimizing air pollution and complying

with the law, especially those located in communities overburdened by air pollution. Further, businesses complying with our regulations benefit from a strong inspection

program, which levels the playing field by penalizing competitors not meeting Air District requirements.

While **Strategy 1.5 Enhance Violation Investigations** and **Strategy 1.6 New Enforcement Policy**

focus on improving our investigations and developing an enforcement policy with communities, this strategy centers on the efficiency and effectiveness of our inspection and compliance processes and practices. Under this strategy, we will undertake efforts to target our inspections and other compliance activities where they are most needed for ensuring compliance with permits and regulations.

We will also streamline the

process inspectors use to document violations they find, which can reduce the time between finding a violation and starting an enforcement action. We will improve our

## Commitments to Improve Compliance Investigations

Target inspections and other compliance activities where they are most needed.

Streamline process inspectors use to document violations.

Improve compliance assistance through better information technology tools and access to compliance resources.

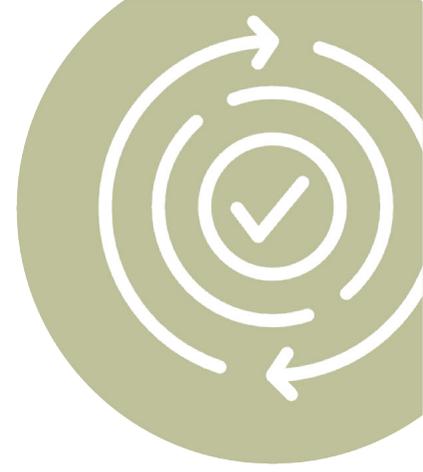
program of compliance assistance through better information technology tools and access to compliance resources.

Targeting our compliance and enforcement resources where they are most needed will be informed by our efforts in **Strategy 2.2 Collect Community Data** and **Strategy 2.7 Understand Local Air Pollution**. With these

two strategies, information from people living in areas overburdened by air pollution will help us better understand which sources of pollution are most harming community members. With that information, we will be better able to focus our inspection resources where they will have the greatest impact on compliance, and therefore, the greatest benefits to community air quality and health.



# Build Relationships and Enhance Communication



**Strategy 4.6 Inspire Action:** We will expand our public communication to inspire the public to support efforts to reduce air pollution and to mitigate climate change.

The Air District is widely known by the public for our award-winning Spare the Air program. This program has inspired hundreds of thousands of people to consider how their individual actions can contribute to better air quality. They choose to reduce how much they drive by carpooling, using public transportation, biking, or walking. They avoid using gas-powered lawn and garden equipment or do not burn wood on days when air pollution levels are particularly high. While this campaign has had much success, we would like to do more to inspire individual actions to limit air pollution and to fight climate change.

Under this strategy, we will develop an expanded public information campaign to raise awareness of the actions people can take to reduce pollution. We will also increase our social media presence to expand our youth outreach and engage young people in our mission and work. We will

expand our engagement through local media outlets in communities across the region. We

will increase our advertising to share ways people can reduce pollution and the health benefits of cleaner air, especially at the local level.

We will also work with our local government partners and Board of Directors to establish an increased presence in all nine Bay Area counties. We will share our efforts to reduce air pollution in communities most harmed by pollution, the health impacts of exposure to pollution, and what local governments and other partners can do to reduce local air pollution, as described in **Strategy 4.9**

**Land Use Impacts.**

**Commitments to Inspire Action**

- Develop an expanded public information campaign.
- Increase social media presence to expand youth outreach and engage young people.
- Expand our engagement through local media outlets in communities across the region.
- Increase advertising to share ways people can reduce pollution and the health benefits of cleaner air, especially at the local level.

# Build Relationships and Enhance Communication

**Strategy 4.7 Customer Service:** We will strengthen employees' organization-wide knowledge and communication skills, and change our organization as needed, so people experience the highest level of service from the Air District.



The public relies on the Air District for critical air quality information. They rightly expect a high level of service and care when reaching out to us for help or information. Helping customers, including community members, small business owners, and industry representatives, resolve issues or receive information in a timely manner creates greater transparency, builds trust, and helps the agency improve its effectiveness.

Air District employees are highly skilled and knowledgeable professionals in their area of expertise and in the work they do. However, many employees may not be aware of what others in the organization are working on, and not all employees have the same level of customer-oriented communication skills. Similarly, when contacting the Air District, people may not be aware of who the best resource is for their questions or concerns. To be an organization with a foundation in strong customer service and one that effectively

serves our communities requires that all employees have a high level of organization-wide knowledge. Such knowledge can ensure we provide the best possible customer service.

**Commitments to Customer Service**

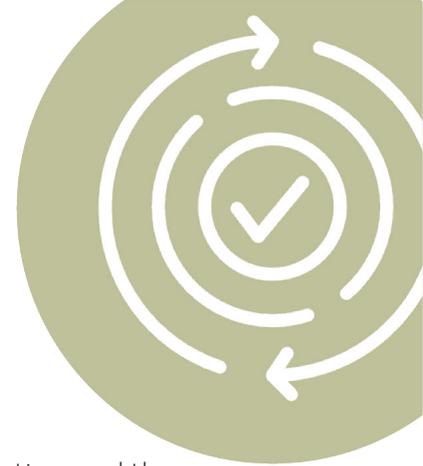
- Strengthen internal organizational knowledge and communication skills.
- Develop an organization-wide curriculum for existing and new employees.
- Have employees serve as liaisons to community members.

Under this strategy, we will strengthen organizational knowledge and communication skills. We will develop an organization-wide curriculum for existing and new employees so everyone can be fluent in all programs at the Air District. We will have employees serve as liaisons to community members who have air quality questions or problems, to ensure community members receive timely, accurate responses. These actions will also help unify all Air District employees to better support customers

and communities, furthering our efforts to be One Air District, as described in **Strategy 3.3 One Air District Community**.

# Build Relationships and Enhance Communication

**Strategy 4.8 Air Quality Incidents:** We will enhance our incident response program in collaboration with government partners.



When a business experiences an air pollution incident, or any non-routine release of air pollution, the surrounding community relies on multiple government agencies to coordinate a response. Government agencies that may respond include the fire department, the local public health department, hazardous materials response units, and specialized pollution control agencies like the Air District. Although Air District employees are not authorized or trained to play a role as first-responders, we work closely and quickly with those on scene to evaluate potential air quality impacts and inform the public about how the incident may affect their health. We also investigate the cause of the incident and whether any air quality regulations may have been violated.

Providing better information to communities during an incident requires us to develop additional capabilities, including information

## Commitments to Air Quality Incidents

Work with industry, community, and other local agencies to establish better systems to detect and assess emissions from incidents.

Explore technology solutions that proactively notify communities of incidents including potential health concerns.

Partner with communities near facilities with recurring incidents to provide enhanced community-led monitoring.

Deliver short, understandable, actionable alerts during incidents, and more robust and transparent after-incident resolution and investigations.

on air pollution and the potential health impacts for community members. Such information can also help us determine the extent and impact of the incident for purposes of any enforcement action we may take. We also need better and more streamlined coordination with other government agencies who respond to the incident, better technology-driven incident detection, and proactive community notifications.

In addition, we need to develop better ways to incorporate and act on information from community members as part of our incident response. Communities closest to an incident are often the first ones to become aware of it and to experience the effects.

Under this strategy, we will work with industry, communities, and other local agencies to establish better systems to detect

and assess emissions from incidents. We will explore technology solutions that proactively notify communities of incidents including health information.

We will further partner with communities near facilities with recurring incidents to provide enhanced community-led monitoring to more thoroughly and

more rapidly understand exposure to air pollution experienced by community members. Ultimately, we will leverage these tools and partnerships to deliver short, understandable, actionable alerts during incidents, and more robust and transparent after-incident resolution and investigations.



# Build Relationships and Enhance Communication

**Strategy 4.9 Land Use Impacts:** We will provide tools for local governments to consider environmental justice, air quality, and climate priorities in local land use plans, policies, projects, and permitting decisions.



By considering air quality and climate impacts at the local level in land use decisions and using techniques to redress environmental injustices and prevent further harm, local land use decision makers can help reduce exposure to air pollution and improve public health.

While air districts are prohibited by law from making local land use decisions, local land use plans, policies and permitting decisions are at the forefront of improving air quality. They shape the built environment and can be instrumental in advancing environmental justice, building community resilience, and elevating local climate priorities. Land use decisions determine where new development projects – sometimes a new source of air pollution – are located and how they are built. For example, zoning regulations that require adequate buffers between where people live, play and work and polluting land uses such as freeways can help protect health. Site development standards and conditions of approval can reduce the impact of new land uses and prevent new polluting land uses

from being placed near people who are most sensitive to air pollution.

Under this strategy, we will develop, share, and support the use of technical resources, data, tools, and best practices. Such practices

will enable local governments to incorporate air quality, climate and environmental justice analyses and solutions more effectively into local land use planning, policies, and permitting practices. We will provide guidance on how to strategically use land use regulations to address and prevent incompatible land uses, which means separating pollution sources from places people live and frequent, easing environmental burdens, and preventing the concentration of polluting industries near communities. In the guidance,

we will highlight innovative land use tools, such as techniques to phase out the highest polluting businesses located near people most sensitive to air pollution, along with how to use zoning overlays, standard conditions of approval, and other permitting approaches.

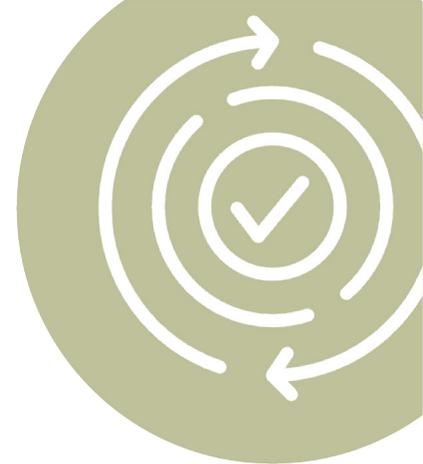
**Commitments to Land Use Impacts**

Develop, share, and support the use of technical resources, data, tools, and best practices.

Provide guidance on how to strategically use land use regulations to address and prevent incompatible land uses.

## Be Accountable

**Strategy 4.10 Ensure Success:** We will ensure we have the resources and capacity to meet both Board and community expectations and honor our commitments, thereby building trust in the Air District's capacity to succeed.



The Air District's drive to improve public health often means we take on more than we have the capacity to perform. To ensure we meet community expectations, and do not overpromise, we need to adequately assess our capacity to take on new work, and properly resource existing commitments. We need to be better equipped to minimize unforeseen costs and be able to achieve successful outcomes. We need to enhance our ability to prioritize efforts and ensure that all divisions within the Air District work cohesively towards common goals, and to link these goals with the resources needed for long-term success. Ensuring we have the resources and capacity to take on new efforts, including those identified in the *2024-2029 Strategic Plan*, will build trust and accountability both within the Air District and with the communities we serve.

### Commitments to Ensure Success

Put processes in place to ensure the successful launch and implementation of new rules and regulations, policy and program changes, new initiatives, and modifications to the strategic plan.

Develop detailed operational plans and business processes that estimate the required resources and timelines, with clear responsibilities.

Develop and apply standard and best operating procedures and practices across the organization.

Apply continuous process improvement models to operations and procedures.

The Air District currently lacks a systematic approach to thoroughly scope and plan new initiatives. Without a clear process to evaluate the needed resources and a collaborative process to ensure broad internal and external support, we can struggle to meet projects' objectives.

Under this strategy, we will put processes in place to ensure the successful launch and implementation of new regulations, policy and program changes, new initiatives, and modifications to the strategic plan. We will develop detailed operational plans and business processes that estimate the required resources and timelines, and that establish clear responsibilities. These plans and processes will involve all relevant Air District divisions and ensure executive commitment and alignment across the organization.



We will continue to make sure we are using best practices across all our operations and initiatives. We will develop and apply standard operating procedures across the organization, from our information technology systems to contracting with suppliers. We will also make sure these systems connect well with one another to easily communicate information internally and with communities.

We will also apply a continuous process improvement model to our operations and procedures to increase efficiency and quality over time. This commitment will improve customer service, our productivity, and our capacity to succeed.

# Be Accountable



**Strategy 4.11 Align Resources:** We will be intentional about ensuring the Air District’s resources and annual budgets are well-aligned with organization and community priorities, as identified in the *2024-2029 Strategic Plan*.

For any plan to succeed, goals and priorities must be well resourced. Resources include time, personnel, leadership focus, and money. Too often, big plans for change, new ideas, programs, or priorities are not well resourced.

Under this strategy, the Air District will ensure we resource the strategies and commitments in the *2024-2029 Strategic Plan*. We will re-orient our annual budget process, including the allocation of funds, to the specific objectives, strategies, and commitments in the plan. We will be intentional in matching our spending to be in alignment with achieving real impact by adopting new approaches to air quality management that focus on understanding and reducing disparities in local air pollution. Spending will also be used to support our efforts in advancing environmental

## Commitments to Align Resources

Ensure we resource the strategies and commitments in the *2024-2029 Strategic Plan*.

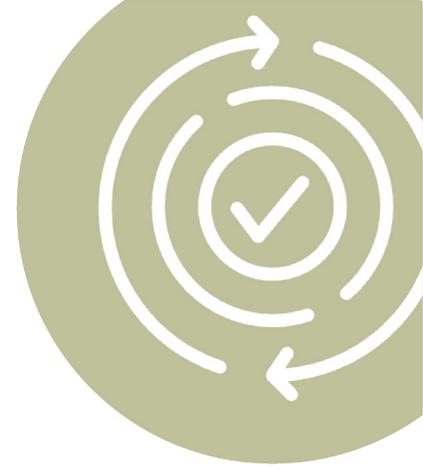
Re-orient annual budget process, including the allocation of funds, to the specific objectives, strategies, and actions in the plan.

Be intentional in matching spending to be in alignment with achieving real impact by adopting new approaches to air quality management that focus on understanding and reducing disparities in local air pollution.

justice, being more cohesive and inclusive, and becoming a more effective, accountable, and customer-oriented organization.

In addition to aligning our resources to our goals and priorities, annual strategic plan progress reports, as described in **Strategy 4.12 Report Progress**, will be aligned with the development of our annual budget. Each annual budget cycle and the accompanying strategic plan progress report will be an opportunity for the Air District and communities to assess and reaffirm our shared priorities.

# Be Accountable



**Strategy 4.12 Report Progress:** We will transparently report on progress in meeting the *2024-2029 Strategic Plan* goals and strategies to be accountable for our commitments and meeting expectations.

Developing and adopting an organizational strategic plan is crucial in providing clarity around an organization’s mission, vision, goals, and strategic priorities. The *2024-2029 Strategic Plan* is designed to give the Air District the clarity we have long needed on shared goals and priorities. And while the plan is important in setting clear priorities, implementing the plan is even more important. We need to take actions that will reduce unequal exposures to air pollution, build community capacity and partnership, and build a better and cohesive organization.

Under this strategy, and as further described in Chapter 4, we will track our progress in implementing the *2024-2029 Strategic Plan*. We will be responsive and accountable to our Board of Directors and communities by doing an annual review of our progress. We will create measurable performance metrics for

each strategy and associated actions. During our annual reporting, we will also identify challenges or resources needed to accomplish each strategy.

**Commitments to Report Progress**

- Track progress in implementing the *2024-2029 Strategic Plan*.
- Do an annual progress review.
- Create measurable performance metrics for each strategy and associated actions.
- Identify challenges or resources needed to accomplish each strategy, as part of annual review.

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# Accountability Through Action

# 4. Accountability Through Action

**The Air District has prepared the 2024-2029 Strategic Plan to guide our work, and more importantly to hold ourselves accountable. We have discussed with the Board of Directors, community leaders, industry, and local governments much of what is described in this plan. We have even begun to make progress, with many actions already underway. Some actions will take longer to address, as they are dependent on the completion of others. Although all the strategies and commitments in the plan cannot be implemented at the same time, they all reflect our priorities over the next five years.**

The 2024-2029 Strategic Plan empowers communities, the Board of Directors, and Air District employees to clearly see and understand all our five-year priorities and commitments. It also allows us to assess whether our actions are in alignment with

these commitments and the needs of the communities we serve. It enables us to track our progress in meeting commitments. This strategic plan is a mechanism to hold us accountable.

## Community Advisory Council Weighs In

The Community Advisory Council has been focusing on areas they view as crucial to advancing environmental justice. Areas include better collection and use of air quality data, permitting, and enforcement. Over the course of several months, we have been talking with members of the council about possible actions across these topics. Those actions now span more than 20 strategies in the 2024-2029 Strategic Plan.

## Commitments in Action

Making commitments aligned with our Board of Directors, communities, and core values is a critical step in achieving our mission, vision, and goals. Acting on those commitments is even more important. Without action, nothing is achieved.

To ensure we honor our commitments, we have already begun developing action plans, initiatives, and programs to advance the strategies in the 2024-2029 Strategic Plan. We will also develop performance timelines, milestones,

metrics, and targets. In our annual budget process, we will ensure resources are made available to complete the actions identified in action plans. We will annually report progress and transparently communicate what we have accomplished. Every five years, we will do a full review of the strategic plan and update it to reflect current conditions and priorities.

## Action Plans

Over the next several months, we will continue developing implementation, or “action,” plans to address one or more strategies in the *2024-2029 Strategic Plan*. Through conversations with the members of the Community Advisory Council, we have identified actions to support many of the strategies in the plan. Many of the actions we need to take to finish implementing adopted community emission reduction plans through AB 617 will also be building blocks of action plans to advance the strategic plan. In consultation with our Board of Directors and through other employee-led efforts, we have also identified actions we can take to implement strategies and, in some cases, have begun to act.

## Performance Metrics

We will create performance metrics for each strategy and associated actions to better enable us to report progress. Metrics will be specific and tangible. Quantitative metrics will be used where possible, along with qualitative measures and milestones. We will track and annually report progress on each metric to our Board and communities.

## Resource Alignment

As described in **Strategy 4.11 Align Resources**, we will ensure that we properly resource the strategies and supporting action plans in the *2024-2029 Strategic Plan*. We will reorient our annual budget process, including the allocation of funds, to support the plan’s implementation. Each annual budget cycle will be an opportunity to evaluate whether our commitments in the plan are adequately resourced, and to adjust if necessary.

*We have even begun to make progress. However, we needed to be clear and transparent about our priorities and commitments.*

## Progress Reports

Each year, we commit to reporting progress on our efforts to implement the *2024-2029 Strategic Plan*, as described in **Strategy 4.12 Report Progress**. In the annual progress report, we will include a summary of all actions we have completed, along with associated performance metrics. We will describe actions not taken and why. Progress reports will be used to determine whether we need to revise our action plans to be more effective.

Additionally, our strategic plan website will be an opportunity to showcase progress on a more regular basis, to allow communities to see our progress throughout the year. There will be details on individual commitments and milestones, along with progress dashboards

As described above, we will also align the annual progress reports with the development of our annual budget, allowing for the assessment of additional resource needs, or reallocation of existing resources.



Annual progress reports will be an opportunity to hear from our community partners on how we are doing, and if we are continuing to meet their needs and expectations. Each annual budget cycle and the accompanying progress report will allow the Air District and communities to reassess and reaffirm alignment on shared priorities. And as we have learned by our discussions with Community Advisory Council members to identify actions to advance environmental justice, such partnership is important to ensure alignment.

### **Updating the Strategic Plan**

Every five years we will perform a comprehensive strategic plan update. The five-year update will be an opportunity to reassess our priorities, considering current conditions and resources. As with the development of the *2024-2029 Strategic Plan*, we will consult with communities, employees, our partners, and the Board of Directors in the plan update.

## Actions Underway

We are already actively working to implement the *2024-2029 Strategic Plan*. Below is a snapshot of some of the actions we have taken or are taking to realize the plan's vision and goals through the implementation of specific plan strategies.

### Changing Approach to Air Quality

We are working with communities in West Oakland, Richmond, North Richmond, and San Pablo to identify pollution sources of concern in their neighborhoods. We are developing methods to better understand local risks from fine particulate matter, like those used to understand health risks from toxic air contaminants. We also recently completed neighborhood-scale computer modeling of all known air pollution sources in West Oakland and Richmond-North Richmond-San Pablo to determine which sources are driving exposure to air pollution in each neighborhood. These efforts support implementation of **Strategy 1.1 Change Approach to Air Quality**.



### Better Responding to Air Quality Incidents

The Air District Board of Directors recently approved new approaches and improvements to how we respond to air quality incidents. The changes will improve how we communicate about incidents and how we coordinate with government agencies in our response. We will improve information accessibility regarding our air quality incident response and investigation. The revisions will also improve how we collect

information about an incident's impact on the surrounding community. As a first step, we will work with community members near refineries to develop a program to sample and analyze particulate matter emitted during incidents and to communicate the results.

We are also working closely with industries, such as oil refineries, to install continuous monitors near their equipment to better estimate emissions from flaring events. These actions will help us provide more timely and relevant information to communities potentially impacted by an incident.

These actions support **Strategies 4.8 Air Quality Incidents** and **2.2 Collect Community Data**. Many are also consistent with actions in the Richmond-North Richmond-San Pablo *Path to Clean Air*.



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## Stronger Regulations

Two adopted community plans, *Owning Our Air* and *Path to Clean Air*, for reducing local air pollution in West Oakland and in Richmond-North Richmond-San Pablo contain commitments for stronger regulations. Some of the priority areas for both communities include to reduce dust, restaurant related emissions, metal recycling and foundry operation emissions, smoke from backyard wood fires, open burning, recreational fires and fireplaces, marine and rail emissions, and air pollution from oil refineries. To meet these commitments, and to support **Strategy 1.2 Stronger Regulations**, we have developed a priority list of regulations to direct our regulation efforts over the next few years.

We have also recently updated permitting regulations to set stricter air pollution requirements and to require expanded public notice for new and modified sources of toxic air pollution in communities overburdened by air pollution. We are also developing stricter regulations for dust sources such as construction sites, batch plants, and materials handling facilities.

## Minimizing Flaring

We are evaluating data from flaring incidents to understand what material is being flared and how often the incidents take place. We are also talking with communities near refineries to understand their concerns about flaring, including how they are notified

and what the possible health impacts are. These actions will help us decide what additional steps we need to take to minimize flaring.

In addition, the recently adopted Richmond-North Richmond San Pablo *Path to Clean Air* includes a strategy to reduce “persistent” flaring from oil refineries. The strategy includes six actions. Actions include working with the community and the City of Richmond to strengthen their local ordinance on industrial safety, coordinating with the community to improve and expand communications about flaring events, collaborating with Contra Costa County to improve their Community Warning System, and evaluating potential updates to the Air District’s flaring regulations. These actions will be the starting point for a detailed action plan for **Strategy 1.3 Minimize Flaring**.



## Climate Solutions

We are partnering with local governments, community-based organizations, and community advocates to begin developing a regional climate plan. This plan will complement the statewide climate plan and facilitate local and regional actions to reduce greenhouse gas emissions, as described in **Strategy 1.7 New Climate Solutions**. We are also assisting a network of local governments in its efforts to electrify the homes of thousands of low-income families

and to develop new policies to advance building electrification, also in support of **Strategy 1.7**.

## Understanding Local Air Pollution

We are evaluating five years of air quality data from the Purple Air monitoring network, which gives us information about air quality in specific locations across the Bay Area. In Richmond, we sent a van containing air monitoring equipment to conduct more detailed studies of toxic air pollution and particulate matter, with direction from community members. We are planning a similar effort in East Oakland, in partnership with Communities for a Better Environment. These actions support **Strategy 2.7 Understand Local Air Pollution**.



## Improving the Permitting Process

To improve the timeliness of permits, we have identified all backlogged permits and where in the process the permit is getting delayed. We are developing plans to address these sticking points. We are also taking steps to improve the efficiency of our permitting requirements for large, complex industries, back-up generators, and composting. These include improving our process for testing emission levels at specific facilities, which is often part of the permit process at complex facilities. In addition, we are looking at ways we

can change regulations to streamline the permitting process.

To improve permit consistency, we have recently overhauled our permit handbook, which provides emission calculations, applicable regulations, and standard permit conditions. This new handbook will be piloted internally to see if it indeed improves permit consistency and timeliness. To improve transparency of the permitting

process, we are developing a public dashboard on permit application status, where applicants and members of the public can see the status of permit applications.

These actions support **Strategies 4.1 Timely Permits, 4.2 Transparent Permit Process, and 4.3 Consistent Permits**.

## Improving Air Quality Monitoring

We are evaluating our network of air monitors to see if we need to change the locations of any monitors to better measure air quality in communities overburdened by air pollution. We are also taking steps to improve our air quality data system, so the public can be confident the data are reliable and secure. These actions are the first steps to implement **Strategy 4.4 Improve Air Monitoring**.

## **New Policy for Directing Penalty Funds to Community**

The Board of Directors adopted a policy in May 2024 to allocate a significant portion of penalty funds to benefit affected communities. For the largest penalties, 80 percent of the penalty will go to the community impacted by the air quality violation. The broader region will also benefit from penalties. Implementation of this groundbreaking policy is underway. This action supports **Strategies 2.8 Community-Directed Funds** and **1.4 Reimagine Funding**.

## **Recognizing Employees and Supporting their Development**

We have developed action plans to recognize our employees for their outstanding performance and to support our employees' professional development and growth through their career life cycles. We have already taken the first steps, including creating ways to spotlight employees' successes, launching a learning program for supervisors, and expanding our mentoring program. These actions support **Strategies 3.5 Recognize Employees** and **3.6 Support Employee Success**.

## Strategic Plan Aligns with Community Plans

As described in Chapter 1, Assembly Bill 617 requires the state to select communities to partner with local air districts to develop plans for community monitoring and for reducing pollution in communities. Since the law passed, we have worked with two communities, West Oakland and Richmond-North Richmond-San Pablo, to develop and adopt a community monitoring plan and emission reduction plans. We are now working with East Oakland and Bayview Hunters Point-Southeast San Francisco on similar plans.

These community plans and partnerships have inspired the transformative focus of the *2024-2029 Strategic Plan*. They have also inspired many of the strategies in the plan; the plan's strategies are consistent with or supportive of strategies and actions in both the West Oakland and Richmond-North Richmond-San Pablo plans.

In the West Oakland plan, *Owning Our Air*, we committed to reporting on enforcement activities and to strengthening a variety of regulations. In the Richmond area plan, *Path to Clean Air*, there are strategies calling for stronger regulations to control dust, pollution from backyard fires and restaurant cooking, and marine and rail activity. There are also strategies about more imaginative incentives, the consideration of land use and cumulative impacts, a just transition away from fossil fuels, improving permitting to ensure better health protection, minimizing flaring, holding violators accountable, and ensuring resources are aligned to deliver the commitments made to community.

Many of the actions we need to take to finish implementing West Oakland's *Owning our Air* and to begin implementing *Path to Clean Air* will benefit other communities and the region more broadly. The ideas developed in the adopted community plans will also be building blocks of action plans to advance strategies in the *2024-2029 Strategic Plan*.

# Glossary of Terms

## **Air pollutants**

Any substance in the air that can have harmful effects on human health, the environment, or both. Air pollutants can come from natural sources, such as wildfires, or from human activities, including industrial processes, transportation, and energy production. Common air pollutants include particulate matter, ozone, nitrogen oxides, sulfur dioxide, toxic air contaminants, and carbon monoxide.

## **Air quality complaints**

Reports by members of the public about an air quality problem. Reports can be made online on the Air District's website or by calling a 24-hour toll-free phone line. Air pollution complaint investigations are a crucial part of the daily work of Air District inspectors. The Air District investigates all air pollution complaints to determine facts and circumstances surrounding alleged air emission releases and takes appropriate enforcement and legal actions to address violations of any air quality regulation.

## **Assembly Bill 617**

Bill passed into state law in 2017 that requires all major local air districts in the state to partner with communities to develop plans to reduce air pollution in their neighborhoods or to do community air monitoring. Communities selected by the state for partnership are those that have relatively higher levels of air pollution than

average, along with health vulnerabilities, such as higher asthma rates, cardiovascular disease, and cancer risk. These are often the same communities that have been subjected to discriminatory federal, state, and local policies including redlining, urban renewal, highway construction and local zoning codes that allow polluting industries to locate in or alongside residential neighborhoods. These communities have experienced resulting disinvestment, limited access to health services and healthy food, low quality education, and few local parks and open spaces. They are most often low-income communities of color.

## **California Environmental Quality Act**

A California law that requires government agencies to consider the environmental consequences of their actions before they approve plans and policies, or prior to acting on a project. The law has multiple purposes. The purposes include: to inform government decision makers and the public about the potential environmental effects of proposed activities; to identify the ways that environmental damage can be avoided or significantly reduced; to prevent significant, avoidable environmental damage by requiring changes in projects, either by the adoption of alternatives or imposition of mitigation measures; and to disclose to the public why a project was approved if that project has significant environmental impacts that cannot be mitigated to a less

than significant level. Overall, the law aims to promote informed decision-making, transparency, and environmental protection in California's development and land use planning processes.

### **Carbon neutrality**

Any carbon dioxide released into the atmosphere from human activities is balanced by an equivalent amount being removed.

### **Civil Rights Act of 1964, including Title VI**

A federal law in the United States that prohibits discrimination based on race, color, or national origin in programs and activities receiving federal financial assistance. The law states: "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The purpose of Title VI is to promote equal access and opportunities for all individuals, regardless of race, color, or national origin, and to address discrimination in federally funded programs and activities.

### **Climate change**

Changes to the Earth's climate that affect weather, oceans, ecosystems, and global temperatures. Human activities are driving climate change, primarily through the release of billions of tons of greenhouse gases each year. Greenhouse gases trap heat in the atmosphere, which increases global temperatures. Resulting climate impacts include more frequent and severe heatwaves,

rain and snow, floods, droughts, and wildfires. Climate change also raises ocean temperatures, acidity, and sea level due to rapid melting of glaciers and sea ice.

### **Community Advisory Council**

Established in late 2021 to provide guidance to the Air District Board of Directors on programs and policies that impact all communities, including those overburdened by air pollution. The Community Advisory Council makes recommendations to the Air District on equity and environmental justice matters to improve air quality in all communities, prioritizing those most impacted by air pollution.

### **Cumulative impacts**

The United States Environmental Protection Agency defines cumulative impacts as "the total effects of chemical and non-chemical stressors on the health, well-being, and quality of life of individuals, communities, or populations. These stressors can come from one or more sources in the built, natural, and social environments and can accumulate over time. Cumulative impacts can be positive or negative. For example, in communities that are already overburdened, unequal environmental conditions and exposure to multiple stressors can lead to disproportionate impacts."

### **Customer**

A person or organization receiving services from the Air District. Services can include air quality permits, public records, grant funding, or air quality information. Members of the communities whose air quality we work to improve are also our customers.

## **Disparities**

Differences in level or treatment, especially ones that are seen as unfair.

## **Environmental justice**

Environmental justice has two primary types of definitions – one type generated by the advocacy community and one generated by government, including the United States Environmental Protection Agency. Both are valuable in understanding environmental justice.

The Environmental Protection Agency defines environmental justice as, "the fair treatment and meaningful involvement of all people regardless of race, color, national origin, or income, with respect to the development, implementation, and enforcement of environmental laws, regulations, and policies. This goal will be achieved when everyone enjoys the same degree of protection from environmental and health hazards, and equal access to the decision-making process to have a healthy environment in which to live, learn, and work."

Dr. Bunyan Bryant, a pioneering environmental justice scholar, defines environmental justice as "...cultural norms and values, rules, regulations, behaviors, policies, and decisions [that] support sustainable communities where people can interact with confidence that the environment is safe, nurturing, and productive. Environmental justice is served when people can realize their highest potential ... where both cultural and biological diversity are respected and highly revered and where distributive justice prevails."

## **Environmental justice principles**

The environmental justice movement was galvanized in 1987, when the United Church of Christ Commission released a study demonstrating that, across the country, toxic facilities were consistently located in Black and Brown communities. In 1991, delegates to the First National People of Color Environmental Leadership Summit drafted and adopted The Principles of Environmental Justice, and it has served as a defining document for the growing environmental justice movement.

## **Environmental racism**

Dr. Benjamin F. Chavis Jr, a civil rights leader, coined the phrase and defined it to mean the intentional siting of polluting and waste facilities in communities primarily populated by African Americans, Latines, Indigenous People, Asian Americans and Pacific Islanders, migrant farmworkers, and low-income workers.

## **Equity**

The quality of being fair and impartial. In environmental justice work, equity is also often defined as increasing access to power, redistributing, and providing additional resources, and eliminating barriers to opportunity, to empower low-income communities of color to thrive and reach full potential.

## **Exemptions**

In the content of Air District regulations and permitting, a regulatory exemption means that a source or facility that produces air pollution does not have to comply with one or more requirements in a regulation

or that the facility or source is not subject to the regulation (for example, if the source is subject to another regulation or if its emissions or possible emissions of air pollution are below a certain level). A permitting exemption means that a source or facility or piece of equipment is not required to receive a permit to operate (for example, because the emissions or possible emissions of air pollution are below a certain level). A source or facility or piece of equipment may be exempt from permitting but still be subject to one or more Air District regulations.

### **Fine particulate matter**

Tiny particles suspended in the air, which vary greatly in terms of their size and mass, physical state (solid or liquid), chemical composition, toxicity, and how they behave and transform in the air. Particles can be made up of various substances such as dust, pollen, soot, and smoke. Particulate matter can penetrate deep into the lungs and cause respiratory problems.

### **Flare Minimization Plans**

Plans required by the Air District for all industrial operations that use flare systems. Plans describe each flare at a given facility, the equipment and procedures used to reduce flaring, and any other measures needed to prevent flaring.

### **Flaring**

Flare systems at oil refineries are used to safely dispose of hydrocarbon gases. The flare systems gather the vented gases and combust them to keep them from being released directly into the air. Flaring may

result from the start-up and shutdown of equipment, during accidents, or because of equipment malfunctions.

### **Greenhouse gas**

Any gas that traps some of Earth's outgoing energy, thus retaining heat in the atmosphere. Greenhouse gases include water vapor, carbon dioxide, methane, nitrous oxide, halogenated fluorocarbons, ozone, perfluorocarbons, sulfur hexafluoride, and hydrofluorocarbons.

### **Health Impact Assessment**

A process that uses multiple data sources and analytic methods, including input from community members, to determine the potential effects of a proposed policy, plan, program, or project on people's health and the distribution effects within a community.

### **Low-cost air pollution sensor networks**

Low-cost air pollution sensor networks, such as Purple Air, can provide information about air quality on a neighborhood-by-neighborhood basis. Low-cost sensors often report data on time scales shorter than an hour, and therefore can provide information about rapid changes in air quality, which can be useful in certain cases, like during wildfire smoke episodes.

The Air District recommends using the official Air Quality Index, calculated from Air District monitoring data when assessing whether the air quality in your area is safe. Low-cost sensor data, however, can be used to determine whether air quality is getting worse. Using Air District monitoring

data along with low-cost sensors can provide a more robust understanding of when and where poor air quality conditions may be occurring.

### **Major Facility Review Permit (Title V)**

A permit required by a section of the 1990 modifications to the federal Clean Air Act for certain large sources of air pollution requires. This permit, which is enforceable by the United States Environmental Protection Agency and by citizens, contains all applicable requirements under the Clean Air Act.

### **Mobile sources**

Any motor vehicle or moving equipment that produces air pollution. Examples include cars, trucks, motorcycles (also known as on-road mobile sources) or airplanes, trains, and construction equipment (also known as off-road mobile sources).

### **Othering**

Treating individuals or groups differently based on perceived differences, such as ethnicity, religion, gender, sexual orientation, or other characteristics.

### **Redlining**

Policies and practices that financing entities and governments deployed to segregate communities of color in “declining” neighborhoods while reserving the “best” and most “desirable” neighborhoods for whites.

### **Statewide Climate Action Plan (California Air Resources Board 2022 Scoping Plan)**

The California Air Resources Board’s 2022 Scoping Plan is, “A statewide plan to reduce greenhouse gas emissions by 85 percent and achieve carbon neutrality by 2045. The plan provides a detailed sector-by-sector roadmap to move the state away from its dependence on petroleum and fossil gas to clean and renewable energy resources and zero-emission vehicles.”

### **Stationary source**

A fixed, non-mobile producer of pollution, usually at industrial or commercial facilities. Examples include gas stations, oil refineries, restaurants, auto-body shops, recycling facilities, and wastewater treatment plants.

### **Toxic air contaminants**

Air pollutants identified by the California Air Resources Board that may cause or contribute to an increase in deaths or serious illness, or that may pose a present or potential health hazard. Health effects may occur at extremely low levels of toxic air contaminants.

**From:** [CONSTANCE BEUTEL](#)  
**To:** [Air District Strategic Plan](#)  
**Subject:** Comments on the Strategic Plan  
**Date:** Wednesday, July 3, 2024 4:14:23 PM

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I've just done a 52,000 foot look at the plan. It certainly is hopeful and has wonderful photos. The proof is in the eating of the pudding. Being responsive when the public calls and indicates a problem, providing meaningful action that lessens toxic pollution, understanding the dangers not only by a single toxin but from the toxic soup and conveying that clearly so we can both be alerted to imminent danger as well as long term effects.

I just went through the document and responded as something caught my attention. I wish I had more time to work on this but I am sure this is a great start for all of us.  
Thank you

Constance M. Beutel, EdD  
AirWatchBayArea.org /RefineryAirWatch.org  
Benicia, CA

p.4 Environmental Justice Quote: Could be stronger and more substantive, e.g  
**“This is not just about the environment, it’s about the community, it’s about jobs, it’s about justice.”**  
~ [Eddie Bautista](#), executive director for the New York City Environmental Justice Alliance and one of the leading organisers of the People’s Climate March in New York, USA, on 21 September 2014

or why not use your quote on p20

Dr. Bunyan Bryant, Pioneering Environmental Justice Scholar: “Environmental Justice ... refers to those cultural norms and values, rules, regulations, behaviors, policies, and decisions [that] support sustainable communities where people can interact with confidence that the environment is safe, nurturing, and productive. Environmental justice is served when people can realize their highest potential ... where both cultural and biological diversity are respected and highly revered and where distributive justice prevails.”

Community engagement and responsiveness: This plan must also address the timely response and reaction to Air Quality issues impacting communities.

Remember not telling the City of Benicia for years about a serious health impact see video:

Show us the data: Too much data has been in arrears of actual events and I am unaware of any real and public analysis and working with Medical/Health agencies/hospitals to suggest correlations between toxic emissions and poor or good health outcomes.

On p9 you show the ubiquitous white board with yellow post its. I have been to many of those "community" meetings and:

- 1) I have rarely seen the summation or path forward from the community engagement garnered
- 2) The way in which the questions or issues were presented in essence seemed like a forced choice, limited engagement of deep issues and concerns

I will be most interested in knowing how you will measure your mission's success, p11 "

The Air District improves air quality to protect public health, reduce historical and current environmental inequities, and mitigate climate change and its impacts."

Goal 1 objectives: great "

- Reduce Health Impacts of Air Pollution • Hold Violators Accountable • Mitigate Climate Change and Its Impacts"

p33 you write - I hope you will share the data and your analysis with us and make it easily findable and available . . . and in such a timely manner that people can take action to minimize health risks or celebrate health successes.

Understanding which sources of air pollution are causing the most harm will require new ways of looking at air pollution data. Under this strategy, we will analyze existing air pollution data to determine which sources have the highest levels of pollution and partner with communities to better understand which sources most impact them. We will do computer modeling of emissions data and collect new monitoring data at and near sources to understand which are most significant. Our efforts will center on the air pollutants that cause the greatest health effects, including fine particulate matter and toxic air contaminants. Not only will we look at our data differently, but we will also build community capacity to collect air pollution data. We will ensure we have a complete and accurate picture of local air pollution, one that includes community experience and perspectives of local air pollution.

Goal 4: great

- Improve Permitting, Monitoring, and Enforcement • Build Relationships and Enhance Communications • Be Accountable

p37: Funding. Fund communities And direct fines to the communities where the penalties occurred. and Strategy 1.5 Enhance Violation Investigations:

"Strategy 1.4 Reimagine Funding: We will reimagine funding programs so that they better benefit communities impacted by air pollution."

p44 Build Partnerships - don't forget Benicia. While we are not an economically poor city, we sit surrounded by Valero and Martinez along with being downwind of P66, Chevron.

m. Build Partnerships and Community Capacity

m. Build Partnerships and Community Capacity

p48: YES, great :

We are starting with communities impacted by refineries. We will help train community members in data collection procedures and record keeping. Through this and similar efforts, we will help the community collect data that will be most helpful in enforcing existing regulations and in the development of the more health-protective actions we take.

Finally, the "meat" of the strategy, p98. As written, it's a bit vague. Specifics will be important with action that actually makes a difference for the health and safety of our communities



**California Council for Environmental and Economic Balance**

369 Pine Street, Suite 720, San Francisco, CA 94104

(415) 512-7890 | [cceb.org](http://cceb.org)

July 22, 2024

Ms. Idania Zamora  
Assistant Manager, Planning and Climate Protection  
Bay Area Air Quality Management District

Ms. Christy Riviere  
Principal Environmental Planner, Community Engagement and Policy  
Bay Area Air Quality Management District

Submitted electronically to: [strategicplan@baaqmd.gov](mailto:strategicplan@baaqmd.gov)

Dear Ms. Zamora and Ms. Riviere,

Thank you for the opportunity to provide comments on the Draft 2024-2029 Strategic Plan (“Plan”). CCEEB is a nonpartisan, nonprofit coalition of business, labor, and public leaders that advances strategies for a healthy environment and sound economy. CCEEB represents many of the entities that operate in the Bay Area Air Quality Management District (“BAAQMD” or “District”).

CCEEB respectfully requests that the comment deadline for the Plan be extended from August 5, 2024 to September 6, 2024. The Plan was released via email July 3<sup>rd</sup>, prior to a major holiday. However, the District [website](#) shows that the Plan was not posted until July 8<sup>th</sup>. Public workshops are being held on July 30<sup>th</sup> and August 1<sup>st</sup>, with the comment period set to close on August 5<sup>th</sup>. The timeline for public feedback and input should be extended. Given the significance and potential implications of the Plan, additional time is necessary to fully digest and understand the plan prior to submitting any comments or feedback.

CCEEB thanks the District for their time and consideration of our request. We look forward to continuing to work with you on this important effort. Should you have any questions, please feel free to contact me at [allegrac@cceb.org](mailto:allegrac@cceb.org)

Sincerely,

A handwritten signature in black ink that reads "Allegra Curiel". The signature is fluid and cursive, with the first name being more prominent.

Allegra Curiel  
Senior Policy Advocate

cc:  
CCEEB Bay Area Project Members

**From:** [Jeffrey Kilbreth](#)  
**To:** [Air District Strategic Plan](#)  
**Subject:** Suggestions and Questions on the Strategic Plan  
**Date:** Monday, August 5, 2024 7:42:45 AM

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**This is a very good document. These are simply suggestions for making it better.**

**1) The fuzziness of "community participation." Here I'm worried about an over-emphasis on "involvement" and diverting resources and focus from our two core goals: reducing pollution disparities and being in partnership and fully engaged with the overburdened communities we want to help. It is possible that idealistic and likely unrealistic notions of "involvement" will take focus and funds away from doing a good job at simply educating and interacting positively with the full range of community stakeholders.**

- Page 5-6 BAAQMD writes: "...we must do more for communities continuing to experience local air pollution and environmental injustices. We have decades of damage to undo. We must rebuild trust with communities who have been ignored by government agencies for generations. We must focus our efforts on ensuring that communities who have been harmed by pollution can be *meaningfully heard* and *experience the clean air and better health that the rest of the region often takes for granted.*"
  - This is a great and inspiring summary. I think we would benefit from using it everywhere as an introduction to our goals and what we mean by EJ.
    - It would be good to summarize the top 4-5 critical success factors for local pollution reduction. Surely it would be worth saying that improved emissions modeling & HRA generation with sensitivity analysis, better crafted rules with specific and aggressive pollution reduction goals and supporting legislation if necessary, better community health impact data, and better enforcement appear to be the keys to success. Right now this is not stated explicitly. Right now the reader can easily get the impression that improved permitting, air monitoring and inspections are equally important. The reader deserves to know what's most important.
    - The community "feeling meaningfully heard" should also have critical success factors. And it should address the fact that our 5 different AB 617 communities are different in size and challenges, and that within each one, we need to communicate with city councils, planning departments and commissions, environmental groups, non-environmental community and neighborhood organizations, and the public at large. Not to mention County Health Departments and Boards of Supervisors. Their information and trust needs are different. Throughout the document, BAAQMD refers to the "community" as if it was one thing and occasionally talks about community leaders, but doesn't define them. The most important thing is to have a strategy for reaching out and engaging with each community component - to make them all feel heard - meeting them where they are and taking them somewhere positive by educating them about what is most important to know about our pollution and our reduction goals,

making commitments, giving honest progress reports and asking for their support. This is a very different attitude than what is exhibited in this document where the emphasis is on getting "the community" *involved* in BAAQMD's work.

- The creep into fuzziness can be seen in an EPA quote on page 20. There are many places in the document where the Air District is taking an expansive view of community participation. "Environmental justice is the fair treatment and *meaningful involvement* of all people regardless of race, color, national origin, or income, *with respect to the development, implementation, and enforcement of environmental laws, regulations, and policies*. This goal will be achieved when everyone enjoys the same degree of protection from environmental and health hazards, and equal access to the decision-making process to have a healthy environment in which to live, learn, and work."
  - Being meaningfully heard is not the same thing as being meaningfully involved. We could spend a lot of additional time and money working on involvement in detailed technical work with questionable results. The Richmond monitoring project (Phase 1 of AB 617 in Richmond) didn't produce much value. Was the "final report" of any value? How much did it all cost? Was it an "up" or a "down" for the community? Did it build trust? Be honest.
  - Hiring people from the AB 617 communities where possible is a very good idea. This is not the same as the broad brushed and somewhat vague pursuit of community involvement. If we need to expand air monitoring in 5 AB 617 communities and therefore need to hire ten people, it would be great for lots of reasons for half or more of those positions to be filled by AB 617 community residents. But this won't be possible across all of the work. Needless to say, advertising any job opportunities is a positive for engagement and building trust. Can BAAQMD say anything about employment opportunities for AB 617 community residents? Or what certification programs could prepare people for work at BAAQMD?
  - I question whether "the community" really wants to be "involved" in many technical execution functions. I think the community wants to see BAAQMD do its job well based on EJ principles. And for it to report regularly on progress. We all want to feel that we are holding BAAQMD and the top polluters accountable for progress. This doesn't require the community to collect air monitoring data! The document gives the impression that this is a really big part of the plan and a really big part of achieving emission reductions and the community feeling meaningfully "heard." Both of these are really questionable assumptions.

## 2) Goal 1 - Achieve Impact

- The #1 Objective of Achieving Impact should not be something we can't measure easily. If we reduce toxic pollution by 30-50%, which seems like a reasonable goal for any AB 617 community (but perhaps it should be 20-50%), we can't say definitively what the health impact will be or how long it will take to show up in currently non-existent data. We know it will help so we can say "Reduce toxic pollution by X amount by Y year in order to improve public health", but we shouldn't just say "improve public health". (Even if we had the health data collection we need in ten years, we would have a lag and debates about causality. BAAQMD's job is to improve air quality and trust will come from reducing pollution and meeting measurable commitments)
- In Strategy 1-5 about holding violators accountable, it would be appropriate to add

something about the problem of violators not providing usable information in a timely fashion. The best example I can think of is what Chevron submits as "event profiles" for their flaring events, so maybe it goes in 1-3 on flaring. But I wonder if it is also true for regular operational reporting. And whether it is a problem with other sources besides Chevron. Do we view this as simply a function of an inadequately written regulation that they are taking advantage of or is it a different problem requiring a whole different form of enforcement. It's a pretty important problem that should get some mention somewhere. Certainly BAAQMD will be judged by whether it fixes the problem of not knowing the composition of the emissions from major flaring events.

### 3) Goal 2 - Advance EJ

- EJ is both Achieving Impact (reducing disparities) and Community Participation. So the whole document would read better if the 2nd Goal was "Advancing Local Community Participation." It just reads funny to say in the intro that it is both and then to have Goal #2 be to "Advance EJ" with it being mostly about participation.
- Clarify definition of community leadership. We want to engage the community as a whole but we still seem to value leaders. But who are they? What is the role and importance of the Richmond and San Pablo City Councils? And the AB 617 Community Steering Committee? Who speaks for the community? Whose opinions do we look to regarding how well we are meeting our goals for both emission reductions and participation?
- In strategy 2-4, there is no mention of the important role of the WCCUSD in providing health data. This requires funding and that means advocacy from BAAQMD, CARB, the community and the County. (Again, who would represent the community best in such a role? I would have thought the City Councils)
- 2-9 seems to me to be about how to have more stringent and effective regulation and should therefore be in Goal 1 Achieve Impact
- Are you sure you want to have 2-10 in here? Mostly you are saying you are going to check it out. That's not a strategy - at least not yet - it's a small research project. Is there any reason to think that our Civil Rights laws are going to have any impact on a project proposal by Chevron or the City or County's right to approve one more new logistics/fulfillment center on the Richmond Parkway? And even if it might in the second case, isn't it simply acting based on the findings of a good HRA? Wouldn't an honest EIR process using that HRA make the right decision? What's the value added?
- 2-11 should mention working with OEHHA and CARB to ensure that the health risk factors for the 200+ toxic pollutants we are concerned with are reviewed and as accurate as possible. Further we should identify any individual pollutants that should be subject to sensitivity analysis in an HRA due to uncertainty or especially high toxicity (HRA/EIR Guidelines & Tools improvement)

### 4) Goal #4 - Be more Effective, Accountable and Customer Oriented

- Speaking as someone who has served as a Richmond Planning Commissioner and as an advisor to the City Council on numerous complex EIRs, I have to say you have neglected to mention two critical services BAAQMD has to perform: **A) Emissions modeling and inventory maintenance, Health Risk Assessments (cumulative for all sources and for individual top polluters) and major project EIR Reviews and B) Advocacy for funding of public pollution reduction strategies that are not possible with current AB 617 community finances.** And you over-estimate the value of BAAQMD "helping" with land use planning, zoning and General Plan updating.

- From an EJ point of view, the emission modeling and HRA shortcomings have been much more harmful than permitting delays or air monitoring programs that don't tell us anything useful about our problems or what to do. Should those things be done well? Of course. But the need to invest strongly in continued improvement of our emissions modeling & HRA abilities with sensitivity analysis based on pollution volumes and on health risk factor uncertainty is a key thing that all AB 617 communities need. It is the analytical tool that we need for managing the top sources of pollution. And it is critical for community trust and support. (Certainly if you consider the Richmond City Council to be one of your customers!)
- Technical assistance on land use, planning and zoning changes or urban greening and street sweeping is not especially important. (Where did this come from?). Jurisdictions manage their General Plans and zoning changes pretty well. It's a core function of a Planning Department. On individual projects, there are trade-offs that are sometimes tough calls for a municipality - especially a poor one with low property values, but they are clarified in the approval process. Similarly, everybody wants urban greening and better street sweeping. Further education on the importance of these things is welcome, but it's not a problem of ignorance or opposition to doing the right thing.
- So instead of talking about Technical Assistance, talk about advocacy and CARB's responsibilities. If BAAQMD, CARB and the other ADs with AB 617 communities can make the case that urban greening and high quality street sweeping are important EJ issues, then they should make the case to the legislature that funding of this is important as a follow-through on AB 617. Poor municipalities can't do this without help. And CARB should just require electric engines on trucks asap, In other words, we need advocacy at the County and State levels and the stringent rules that CARB is responsible for. The logistics centers will be built near the freeway interchanges and on land that has been zoned industrial for decades. (California and BAAQMD have always supported business needs.....)
- I would recommend you add something about how you are going to "expand our public communication to inspire the public to support our efforts to reduce air pollution." Again, what are a few of the key improvement strategies? How are you going to "inspire" people? That's a strong word - just asserting it seems pretty hollow. We've talked a few times about barriers to involvement (like how BAAQMD managed to get only 2 comments on Chevron's Flare Minimization Plan). But what are the barriers to "inspiration"? And what is the definition of the support you are looking for? What are the key messaging and marketing strategies? What are your goals for "support"?

**From:** [Chiu, Cid@DOT](mailto:Chiu, Cid@DOT)  
**To:** [Air District Strategic Plan](#)  
**Cc:** [Xu, Zhongping@DOT](mailto:Xu, Zhongping@DOT)  
**Subject:** Comments for the BAAQM Draft Strategic Plan  
**Date:** Monday, August 5, 2024 12:26:07 PM  
**Attachments:** [image001.png](#)

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Hi BAAQM Strategic Plan,

Here are our comments for the Draft Strategic Plan from the office of Multimodal System Planning Office within Caltrans District 4. Thank you.

Feedbacks and comments form for the Bay Area Air Quality Management Districts Strategic Plan		
Name of Reviewer	Page Number/Topic	Comment
Wingate Lew		There was only one reference to transit and in a generalized funding context.
Fredrick Schermer		Very good, comprehensive approaches. Well designed and laid-out document.
Cid Chiu	The first half of the document.	The document lacks details on how much more air pollution disadvantaged communities experience compared to other communities.

Cid Chiu,  
 GIS Support Branch Chief  
 Caltrans D4, Office of Multimodal System Planning  
 [Chat with me on Teams](#) or call 510-859-6253.

Get a simple location map [here](#) for your project with CO, RTE, and PostMiles.



August 5, 2024

Bay Area Air Quality Management District  
375 Beale Street, Suite 600  
San Francisco, CA 94105

Submitted via email: [strategicplan@baaqmd.gov](mailto:strategicplan@baaqmd.gov)

SUBJECT: COMMENTS ON DRAFT 2024-2029 STRATEGIC PLAN

The Bay Area Clean Water Agencies Air Issues and Regulations Committee (BACWA AIR) appreciates the opportunity to comment on BAAQMD's draft [2024-2029 Strategic Plan](#). BACWA is a joint powers agency whose members own and operate publicly owned wastewater treatment works (POTWs) that collectively provide sanitary services to over 7.1 million people in the nine-county San Francisco Bay Area. BACWA members are public agencies, governed by elected officials and managed by professionals who protect the environment and public health. The AIR Committee is a coalition of San Francisco Bay Area POTWs working cooperatively to address air quality and climate change issues, under the guidance of BACWA.

BACWA supports the BAAQMD's efforts to reduce air pollution, protect people's health, and mitigate climate change. The wastewater sector recognizes the importance of climate change mitigation and adaptation to ensure our continued ability to consistently deliver on our mission to protect public health and the environment.

Our comments on the proposed Strategic Plan relate primarily to "Goal 4: Be Effective, Accountable, and Customer-Oriented" and are listed below. BACWA supports implementation of the Strategic Plan without delay, and respectfully requests that BAAQMD commit to this implementation by providing sufficient staff to support these key strategy areas:

- ***Strategy 4.1: Timely Permits***

The primary function of POTWs is to protect the environment and public health. Unlike many industries, POTWS must function effectively at all times. Untimely permit processing can negatively impact POTW projects, which can impact the ability of the facility to satisfy permit requirements imposed by other regulatory agencies. BACWA supports measures to improve tracking, address bottlenecks in the permitting process, and improve coordination to ensure permits are processed in a timely manner. BACWA looks forward to engaging with BAAQMD staff as part of updates to regulations and other policies related to permitting.

- ***Strategy 4.2 Transparent Permit Process***

As noted in this strategy description, permit process complexity, delays, and uncertainty all contribute to frustration with the process. As BACWA has shared in previous correspondence (2017 and 2024), POTWs need at least six years to plan, design, and construct most capital improvement projects. Project planning, scheduling, financial planning, environmental review, funding, pre-design, design, construction permitting, bid and award, and ultimately construction is a lengthy and involved process for public agencies. BACWA supports a more transparent and predictable process resulting in a more

## BACWA Comment Letter on 2024-2029 Draft Strategic Plan

efficient and effective permitting process.

- ***Strategy 4.3 Consistent Permits***

Clearly written, predictable permit conditions are particularly important to publicly owned facilities. In addition to providing design insight necessary to satisfy BAAQMD permit conditions, clear understanding of anticipated permit conditions supports the financial stewardship that POTWs owe their ratepayers. When permit conditions are not predictable or are inconsistent, or regulations are not consistently applied within the sector, project changes can be required, resulting in additional unnecessary expenditures of public funds. BACWA looks forward to continuing to work with BAAQMD staff to develop standard permit conditions applicable to the wastewater sector.

- ***Goal 3 Become One Air District***

As described by Dr. Fine at the July 30 public workshop, BACWA supports all efforts to reduce siloing at BAAQMD. Good coordination and communication across the different BAAQMD divisions will further implementation of the other strategies presented in the draft Strategic Plan. Through the BAAQMD-BACWA Implementation Workgroup, we have already seen improved engagement between divisions and support more coordination which will assist BAAQMD internally, as well as the regulated community.

Thank you again for the opportunity to provide feedback on the draft Strategic Plan. BACWA is BAAQMD's partner in protecting the Bay Area's public health and environment, and we look forward to working with BAAQMD staff as the Strategic Plan is implemented over the next several years.

We would be happy to discuss any questions regarding these comments. Please contact me at [LFono@bacwa.org](mailto:LFono@bacwa.org).

Sincerely,



Lorien Fono  
BACWA Executive Director

Cc: BACWA Executive Board  
Nohemy Revilla, BACWA AIR Committee Co-Chair  
Jason Nettleton, BACWA AIR Committee Co-Chair  
Courtney Mizutani, BACWA AIR Committee Supporting Consultant  
Ray David, BACWA AIR Committee Supporting Consultant

**From:** [Nancy Lund](#)  
**To:** [Air District Strategic Plan](#)  
**Subject:** Public Comment - Air District Strategic Plan  
**Date:** Monday, August 5, 2024 1:59:31 PM

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Comments from BCAMP Board of Directors.

We appreciate this comprehensive plan that you are sharing with all of us.

Before I continue, I notice the wording in one sentence that I would recommend you change. On page 59, in the sentence "...Cumulative exposure... more so than wealthier whiter communities", I would omit "whiter".

We suggest that when setting up an air monitoring station, you use our graphs on the BCAMP website as a template for assessing air quality in the area. Not only do the graphs you see for each chemical being monitored appear on the first pages of the website, you also can find a description of the chemical and known signs of exposures directly below the graph. This allows citizens to see what is occurring in 5 minute intervals and, if they see spikes above the OEHRA level, they can report to BAAQMD a possible incident that needs to be investigated.

When developing this website, we wanted to make air quality information available to educate the public in an easy and effective way.

We look forward to working together with you in the implementation of the Strategic Plan. We are pleased to see the depth of your knowledge and understanding of the many facets involved and your inclusion of the many types of entities that will be part of this endeavor.

Sincerely,  
David Lindsay  
Kathy Kerridge  
Nancy Lund  
Marilyn Bardet  
Bart Sullivan  
Pat Tot-Smith

Sent from my iPad

August 5, 2024

To: strategicplan@baaqmd.gov  
From: Benicia Community Air Monitoring Program - BCAMP

### **Comments on BAAQMD 2024-2029 Strategic Plan**

We of the BCAMP board offer our enthusiastic support of the impressive BAAQMD 5-Year Strategic Plan and are glad to offer our summary review. Our comments and observations are meant to be constructive considering the Plan's ambitions for improvement in protocols and policy: how things are to be done in the future.

We share the core purpose and hope of the Air District's mission: to improve air quality and reduce public health risks associated to persistent regional and local air pollution. We commend the noticeable changes encouraging active public participation, and open transparent communication, that have already been set in motion under the District's new leadership — changes we have noted over the last year in relations with District staff through their welcoming of direct, frank, and productive on-going discussions about local and regional concerns germane to regulatory compliance and stricter enforcement. Our experiences promise a new level of cooperation conducive to building public trust. We believe that the intended "in house" re-organization initiatives at District headquarters as described in the Plan will revitalize the District's role as that of the public's best ally, the very positive relation conveyed by the ambitious outreach aims outlined in the Plan's aspirational vision.

We realize what a steep climb the Plan's vision represents considering what long-time activists in the BAAQMD Coalition and many community members recall of the District's attitude in past decades. Then, the bureaucracy was considered imperious, unreachable, and remote; in those days, top management seemed bent toward mollifying corporate interests of the very industrial polluters the District was meant to be objectively and strictly overseeing for regulatory compliance to protect the public's health and safety.

#### **GENERAL COMMENTS:**

To redress long-standing environmental, economic and social injustices endured by disadvantaged communities, it's imperative, as the new Plan proposes, that community members are listened to, have access to staff "where they live" and are freely invited to participate in District policy development. Various strategies of the Plan point in this direction, stressing more rigorous outreach through various forms of public engagement – through social media, educational workshops, webinars, public meetings, and citizen advisory groups, thus pulling community people and District staff together to address shared challenges through open, transparent communication.

If the Plan's strategies are fully executed, we are hopeful that the results will justly benefit the Bay Area's most historically neglected and vulnerable populations—as the Plan recognizes, mostly people of color residing in neighborhoods of West Oakland, Bayview, Hunter's Point, Richmond,

Rodeo, Crockett, Vallejo, Martinez and Pittsburg—neighborhoods in proximity to heavy polluting industrial facilities (refineries, chem plants, facilities processing hazardous materials, shipping terminals and railyards), as well as to mobile sources of emissions (major roadway traffic, ships, trains).

To change the District’s approach to Air Quality, (Strategy 1.1.), to benefit public understanding, the District needs to specifically identify and seek to drastically reduce the most harmful emissions that impact residents of particular neighborhoods nearest heavy emission sources. This means focusing on neighborhoods whose people are at greatest risk of suffering cumulative, lifetime health effects arising from, among other possible causal factors, daily breathing low level concentrations of toxic air contaminants: health effects that for far too many people show up in tell-tale wheezing symptoms of asthma and other forms of respiratory distress, especially dangerous for young children whose lungs are developing, for immune-compromised persons and the elderly.

- Getting detailed medical information to the public about cumulative health risks is imperative. For all those breathing the “toxic cocktail” of poisonous gases, heavy metals and PM2.5 that make up ambient urban air, there is now the expected additional doses of seasonal ingredients contained in fire smoke. Such deadly mixtures of airborne chemicals are suspected, but not yet proven to be synergistically more potent and dangerous than what is currently known about a single toxic compound’s impact on the human body. Any impairment to vascular, cardio/pulmonary, neurological, endocrine and immune systems may trigger systemic, insidious chronic inflammation; yet such potentially *synergistic* effects of multiple chemicals’ absorption into the blood stream from the air we breathe remain little understood. According to the National Institute of Health, there is a dearth of epidemiological and toxicological studies on chronic effects of breathing multiple toxins in daily low-dose concentrations that so many of us are exposed to in communities at risk. [This fact must be addressed!](https://pubmed.ncbi.nlm.nih.gov/37431804/) [See National Institute of Health, National Library of Medicine: <https://pubmed.ncbi.nlm.nih.gov/37431804/>].
- While the primary duty of the District is to assure strict compliance of major polluting facilities with existing District regulations, and to apply maximum enforcement powers as necessary, the harm to communities resulting in health impacts attributable to chronic regulatory non-compliance must be made scientifically clear. People need to know what the District considers the best and most effective ways to reduce air pollution, supported by advanced air monitoring technologies that provide consistently reliable raw data collected in real time.

Data Quality and data reporting as related to public health:

To be useful to communities, decision-makers and independent researchers, data collected by air monitoring technologies must be verified as accurate by the District, so that the data therefore reflect actual real time conditions in impacted neighborhoods.

- Statistical measurements calculated by facilities are still currently allowed to be submitted to the District up to 90 days after collection in data tranches representing 6-week intervals of collection. This huge amount of time gives facilities opportunity to “adjust” or “scrub” data to make measurements appear compliant with regulations. The problem is endemic stemming from out-dated protocols.
- Today, it is simply unacceptable in this digital age that the District continues to allow tranches of industry-supplied data to remain unverified for accuracy, yet provides public access to that very same unreliable data via a cumbersome, time-consuming process that delays data retrieval by requiring the public to submit a public information request. Management of such important information must be completely revised, as the Plan acknowledges. Raw data should be directly submitted to the District via the internet.
- We ask: can AI be used to verify raw data? Advanced procedures should be required as part of Quality Assurance Plan Programs [QAPPs]. As we’ve said, communities are not better served for having access to untrustworthy, erroneous data. BCAMP’s lending of an Ozone monitor to Rodeo community members proved that Phillips66’s reporting of Ozone measurements were patently false. That this fact was missed by the District is an embarrassing example of the general unworthiness of data being currently reported to the public as if it were accurate, when it is likely not to be, given the lack of capacity of fenceline monitoring systems currently in place at Valero, Chevron, Phillips66 and Marathon to reliably capture lowest detections in parts per billion. This remains a fundamental problem putting the lie to data collection by refinery fenceline monitoring systems that cannot comply with Reg 12-Rule 15’s performance criteria.
- Health Risk Assessments for local communities must be supported and corroborated by accurate measurements of local ambient air. The District *must* reject any proposed health studies that would be sponsored by a facility and conducted by industry contractors and thereby rely on industry-supplied data. This conflict of interest is astounding.
- We recommend that the District exercise its authority and leadership and call for CARB funding for public health surveys to be conducted in impacted neighborhoods. Such survey data would augment hospital admission records. Without waiting for such an initiative, independent air monitoring at school sites should be funded and implemented to support health studies. On behalf of the public, the District could petition highest levels of EPA for advanced research into cumulative health impacts of chronic low-dose exposures to airborne toxins, as discussed above. Such initiatives would represent vital steps toward proving the need for cleaner air and better health outcomes, which the Strategic Plan aspires to achieve.

#### Strategy 1.5. Enhance Violation Investigations

This strategy implies need for accurate raw data reporting and data verification. Communities need to be updated, via all media means, (newspapers, Next Door, Facebook etc) to report status on

enforcement actions and violation negotiations, etc. e.g., when communities can expect to see benefits of any fines assigned and how those fines may be apportioned and shared.

- The District could help communities understand funding sources, such as CARB, and the mechanisms for applying for grants to support local environmental initiatives to improve conditions related to air quality.

#### Climate change

The Plan identifies climate change as related to community health and air quality. The District should spell out those relations clearly; the BAAQMD website is not on everyone’s radar and should not be the only site where such District-generated information is made publicly available.

- We encourage and support regional cooperation to promote and advance such understanding as it relates to what people can do to protect against increases in GHG/CO2 emissions.
- The prospect of installing appliances that are not fossil fuel dependent, such as heat/cool pumps, solar water heaters and electric stoves, need to be more actively supported. Serving in advisory role for local groups would be a recognizable District contribution to regional climate action.

#### Strategy 2.2 Collect Community Data:

We are grateful for the District’s new, fully funded air monitoring station established and launched this summer in Benicia. Each refinery community, using Benicia as a model, needs to have the District fund, install and manage a new air monitoring station to measure ambient air quality 24/7, collecting and reporting raw data in real time on an independent public access website.

- We are very pleased by the effectiveness of the BCAMP website set up by our contractor, Argos Scientific. Please consider this website as a reporting model for other communities’ stations, <https://bcamp.argos-scientific.com/>. The District website is not a convenient site to search air monitoring data, especially during emergencies. An independent community access portal is needed that is designed to be effective as presented on cell phones.
- The stations established should provide alert system software that automatically notifies the public and the District when dangerous threshold levels are detected. When incidents occur, the District staff should verify the accuracy of data collected to the extent possible, and the facility responsible for the upset should be immediately notified by the District if discrepancy in monitoring data collected is identified.
- The District’s role in enforcing mitigation of “upstream” problems associated to flaring needs to be strengthened.

Obviously, our comments do not comprise a complete review of the Strategic Plan, but we stand by them from our perspective and experiences, as indicating most critical topics to be addressed as part of the Plan going forward.

Page 5 – BCAMP comment.

We look toward to future opportunities to share more ideas in collaboration with District staff, and we are very grateful for all the changes envisioned to be instituted.

Most respectfully,

The BCAMP board

David Lindsay, Chair

Kathy Kerridge, Treasurer

Nancy Lund, Secretary

Marilyn Bardet

Pat Toth-Smith

Bart Sullivan

Cc

Argos Scientific

Don Gamiles

Eric Stevenson



Monday August 5, 2024

Submitted via electronic mail ([strategicplan@baaqmd.gov](mailto:strategicplan@baaqmd.gov))

**Re: BAAQMD 2024-2029 Strategic Plan**

Dear BAAQMD Strategic Plan Team,

Thank you for the opportunity to comment on BAAQMD's Draft 2024-2029 Strategic Plan. Communities for a Better Environment (CBE)'s East Oakland and Richmond teams have collaborated to submit the following comment letter. These comments are informed by CBE's decades of experience organizing alongside community leaders in Richmond and East Oakland to achieve environmental justice (EJ) in these communities, and across the entire state of California.

First, we want to commend BAAQMD for centering environmental justice as a guiding goal in the plan and for highlighting the importance of building partnerships with communities most impacted by air pollution and other environmental injustices. As an EJ organization rooted in the Richmond and East Oakland communities, we look forward to strengthening our partnership with the Air District over the coming years to achieve many of the goals outlined in the plan – particularly building community capacity and identifying and reducing pollution disparities.

In order to achieve the plan's aims of furthering environmental justice, we want to highlight a few key areas that we believe are missing in the plan or could be strengthened. We particularly want to elevate the issues and strategies that have been identified through the AB 617 Community Emissions Reduction Plan (CERP) processes in Richmond-North Richmond-San Pablo and East Oakland to ensure that the work that community members and BAAQMD have engaged in for years is captured in this plan. As such, the BAAQMD Strategic Plan can be strengthened through the following changes:

- 1. Include Indirect Source Rule as a strategy to reduce health impacts of air pollution, as committed to by BAAQMD and long advocated for by community**
- 2. Commit to policies that include and facilitate a Just Transition**
- 3. Solidify pathways for community planning and decision-making**
- 4. Commit to stronger Flaring Rule with increased penalties and coverage for alternative fuels**
- 5. Expand transparency, efficacy, and community ownership of air monitoring**
- 6. Improve overall data availability and accessibility for the public**

7. **Increase penalties for non-compliance and transparency for enforcement proceedings**
8. **Invest heavily in community health data collection**
9. **Improve community engagement and accessibility without delay**

**1. Include Indirect Source Rule as a strategy to reduce health impacts of air pollution, as committed to by BAAQMD and long advocated for by community.**

The Plan should include more strategies that target known major sources of air pollution, particularly those that disproportionately impact low-income communities, Black communities and other communities of color (similar to the inclusion of strategy 1.3 Minimize Flaring). These strategies should include specific, enforceable, measurable actions.

For example, the Plan should include a strategy to address pollution caused by indirect sources at commercial and industrial hubs. Facilities like warehouses, airports, seaports, and railyards act like pollution magnets, in particular drawing in dangerous levels of diesel particulate matter from trucks, equipment, and generators. Diesel particulate matter is extremely harmful to human health and can lead to respiratory disease, cardiac disease, cancer, premature death and more. Throughout the Bay Area, pollution hubs cause disease and death in Black communities and communities of color. Sierra Club’s analysis of warehouses found that... “On average, 74% of the people living within a half mile of a warehouse in the Bay Area are people of color” and “95% of...warehouses are located in areas with some of the highest particulate matter pollution.”<sup>1</sup> The rapid growth of online shopping has led to increased pollution around warehouses, airports, ports, and foreign trade zones.

East Oakland is home to many pollution hubs that draw indirect sources such as logistics and shipping warehouses and the Oakland International Airport. Through the East Oakland AB617 process, BAAQMD data analysis has shown that diesel particulate matter accounts for 59% of the cancer risk Toxic Weighted Emissions in East Oakland.<sup>2</sup> Without intervention, toxic pollution from these indirect source hubs will increase dramatically due to dangerous expansion projects. Warehouse developments have increased dramatically (27% increase between 2000-2023),<sup>3</sup> including a proposed warehouse development at the site of the former AB&I Foundry that poisoned East Oakland for decades.<sup>4</sup> The Port of Oakland has proposed to expand the Airport

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<sup>1</sup> Sierra Club internal research analysis of CoStar Commercial Real Estate Database (2022), <https://www.costar.com/>; EPA EJ Screen, <https://www.epa.gov/ejscreen>. See similar, Judith Lewis Mernit, Sierra Club, *Free Shipping Isn’t Free for Everyone* (Sept. 12, 2022), <https://www.sierraclub.org/sierra/free-shipping-isn-t-free-for-everyone#chap-everywhere>.

<sup>2</sup> BAAQMD, *East Oakland Community Emission Reduction Plan Community Steering Committee Meeting #1 Presentation* (Aug. 10, 2023), [https://www.baaqmd.gov/~/\\_media/files/ab617-community-health/east-oakland/2023-meetings/081023-mtg/east-oak-cerp-csc-11-slides\\_08102023-pdf.pdf?rev=73071480f2d94daea7cce9f8130cd4d3&sc\\_lang=en](https://www.baaqmd.gov/~/_media/files/ab617-community-health/east-oakland/2023-meetings/081023-mtg/east-oak-cerp-csc-11-slides_08102023-pdf.pdf?rev=73071480f2d94daea7cce9f8130cd4d3&sc_lang=en).

<sup>3</sup> Sierra Club, *supra* note 1.

<sup>4</sup> Prologis, *AB&I Foundry Redevelopment Environmental* (last accessed Aug 2, 2024), <https://www.prologis.com/abi-foundry-redevelopment-environmental>.

and double operations by 2038<sup>5</sup> (construction from 2025-2030).<sup>6</sup> The Port acknowledges the project will cause significant negative impacts to air quality (above BAAQMD thresholds of significance) but does not commit to any mitigation of the increase in indirect source pollution that will come with expansion (trucks, passenger vehicles, ground operation equipment and vehicles).<sup>7</sup> As a large portion of Airport operations is commercial shipping, the Airport expansion will also increase pollution from logistics centers such as warehouses and foreign trade zones.

The Plan should reflect BAAQMD's stated intent to develop rules regulating indirect source pollution hubs.<sup>8</sup> An indirect source rule (ISR) can dramatically lower emissions of entire categories of pollution hubs, rather than leaving under-resourced communities to fight the development of individual pollution hubs. Under an ISR, individual facilities would be responsible for meeting emissions standards through a variety of options like requiring zero emission vehicles, on-site charging infrastructure and solar panels. Each facility would be held accountable for not meeting emissions targets. In 2021, the South Coast Air Quality Management District (SCAQMD) adopted an Indirect Source Rule for warehouses that survived legal challenge<sup>9</sup> and the EPA has approved of the ISR by issuing a draft rule approving the South Coast Air Plan.<sup>10</sup> This ISR resulted in the Warehouse Actions and Investments to Reduce Emissions (WAIRE) Program that is already successfully reducing pollution. Companies are investing heavily in zero emissions infrastructure as well as fleets. As demonstrated by the success of the SCAQMD ISR, BAAQMD has the authority and the responsibility to reduce toxic pollution from indirect sources.

The Plan should also reflect that communities have advocated for an ISR for years. The CERPs of Richmond-North Richmond-San Pablo (2023) and West Oakland (2019) include ISR as desired community strategies to reduce air pollution.<sup>11</sup> West Oakland CERP Strategy 67 states,

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<sup>5</sup> Port of Oakland, Oakland International Airport Terminal Modernization and Development Project Draft Environmental Impact Report ("DEIR") (Jul. 2023), at Appendix C, Table 1-2, <https://www.oaklandairport.com/business/oakland-international-airport-terminal-modernization-and-development-project/terminal-modernization-and-development-environmental-review/>.

<sup>6</sup> *Id.* at Table 3.3-7.

<sup>7</sup> DEIR at 3.3-29; BAAQMD, *Comment Letter to the Port on Oakland International Airport Terminal Modernization and Development DEIR* (Oct. 16, 2023) [https://www.oaklandairport.com/wp-content/uploads/agencies/231016\\_Bay%20Area%20Air%20Quality%20Management%20District\\_Tang,%20Mark.pdf](https://www.oaklandairport.com/wp-content/uploads/agencies/231016_Bay%20Area%20Air%20Quality%20Management%20District_Tang,%20Mark.pdf).

<sup>8</sup> On March 13, 2023, BAAQMD Executive Officer Dr. Phil Fine presented information on indirect source rules to the BAAQMD Stationary Source Committee. CBE, Sierra Club, and other parties provided public comment in support. The Committee affirmed interest in ISR and Dr. Fine committed to developing a strategy with staff.

<sup>9</sup> California Trucking Association v. South Coast Air Quality Management District et al., Order Re Plaintiff's Motion for Summary Judgment, No. 2:21-cv-06341-JAK-MRW (D. Central Cal. Dec. 14, 2023).

<sup>10</sup> EPA Proposed Rule, Fed. Reg. 2023-28750, <https://www.regulations.gov/document/EPA-R09-OAR-2023-0449-0001> (approval expected Sept. 2024).

<sup>11</sup> *The Path to Clean Air Richmond, North Richmond & San Pablo Community Emissions Reduction Plan* (Apr. 2024) Mobile Strategy 1.4, at 125, [https://www.baaqmd.gov/~media/files/ab617-community-health/richmond/2024/042024-final-ptca-plan-files/ptca-plan\\_final\\_april-2024-pdf.pdf?rev=275660fc2f6c4eeca35b13451b99856&sc\\_lang=en](https://www.baaqmd.gov/~media/files/ab617-community-health/richmond/2024/042024-final-ptca-plan-files/ptca-plan_final_april-2024-pdf.pdf?rev=275660fc2f6c4eeca35b13451b99856&sc_lang=en); *Owning Our Air, The West Oakland Community Action Plan* (Oct. 2019), at Strategy #68, 6-28, [https://www.baaqmd.gov/~media/files/ab617-community-health/west-oakland/2019-meetings/100219-files/final-plan-vol-1-100219-pdf.pdf?rev=77062b14b6e64f1196ec7c9aa870d82d&sc\\_lang=en](https://www.baaqmd.gov/~media/files/ab617-community-health/west-oakland/2019-meetings/100219-files/final-plan-vol-1-100219-pdf.pdf?rev=77062b14b6e64f1196ec7c9aa870d82d&sc_lang=en).

“The Air District intends to seek authority in 2021 to reduce emissions and risk from magnet sources, such as the Port of Oakland, freight operations and warehouse distribution centers.” The East Oakland CERP is in development and will likely include ISR and other indirect source strategies. As far back as 2009, BAAQMD acknowledged that an ISR offers a unique opportunity to develop a “cohesive strategy” for pollution hubs.<sup>12</sup> Communities have been asking for an ISR for years and an ISR has been on BAAQMD’s agenda for years; now is the time.

Indirect source pollution hubs should also be included in strategies for monitoring and modeling air pollution. Impacted communities, environmental justice advocates, and regulators need to know which facilities and entities are the source of toxic indirect source pollution. Without attributing indirect sources to individual facilities, huge sources of pollution like heavy-duty trucks, airplanes, generators, and operations equipment are lost in aggregated estimates. In reality, warehouses, airports, seaports, railyards, and other pollution hubs are responsible for these emissions despite the traditional data divide between stationary and mobile sources. In the recently published East Oakland Permitted Emissions Inventory Report, co-authored by CBE and BAAQMD, the Oakland International Airport does not appear in the list of Top 10 polluting permitted facilities (Figure 2 and Table 3), because the stationary sources at the Airport (gas boilers, diesel generators, etc.) do not rise above other sources.<sup>13</sup> When we account for Airport stationary sources, ground service equipment, ground access vehicles, and aircraft emissions below mixing level, the Airport has higher NOx emissions than the Chevron Richmond Refinery.<sup>14</sup> This still does not include all the associated ground vehicle pollution. Many of these indirect sources fall within Air District authority but are not attributed to the Airport in data sets,<sup>15</sup> allowing one of the most significant sources of pollution in the Bay Area to fly under the radar.

## **2. Commit to policies that include and facilitate a Just Transition**

We recommend that the Plan include a commitment to policies that facilitate a Just Transition, as defined by the [Just Transition Alliance](#), in both Section 2: Centering on Environmental Justice and Section 3: Goals and Strategies.<sup>16</sup>

The Plan’s commendable environmental justice goals cannot be achieved without a transition away from our current extractive fossil fuel-based economy to a clean, regenerative economy. The Richmond-North Richmond-San Pablo Path to Clean Air (PTCA) Community

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<sup>12</sup> BAAQMD, *Public Notice of Initiation of the development of an Indirect Source Review Rule and proposed amendments to Regulation 3: Fees* (Mar. 18, 2009), [https://www.baaqmd.gov/~media/files/planning-and-research/rules-and-regs/reg-03/0300\\_req\\_031809.pdf](https://www.baaqmd.gov/~media/files/planning-and-research/rules-and-regs/reg-03/0300_req_031809.pdf).

<sup>13</sup> BAAQMD & CBE, “East Oakland Emissions Inventory Report: A Closer Look at Permitted Sources” (Jun. 2024), <east-oakland-emission-inventory-report-eng-pdf.pdf> (baaqmd.gov).

<sup>14</sup> Comparing 2019 NOx emissions: DEIR Table 3.3-12; California Air Resources Board, *Facility Search Tool* (2019 data) <https://ww2.arb.ca.gov/our-work/programs/ab-2588-air-toxics-hot-spots/facility-search-tool>.

<sup>15</sup> By contrast, the State Inventory for LAX includes mobile sources and makes it far easier for organizations and communities to assess the real impact of LAX on community health (see CARB Facility Search Tool).

<sup>16</sup> Just Transition Alliance, *The Just Transition Alliance Definition of a Just Transition and Just Transition Principles*, <https://climatejusticealliance.org/wp-content/uploads/2018/06/Just-Transition-Alliance-Just-Transition-Principles.pdf>.

Emissions Reduction Plan (CERP) has eloquently conveyed the importance of a Just Transition, particularly with regards to the fuel refining sector:

*“The PTCA community is seeking transformation from a legacy of historical and systematic redlining of communities of color and government agencies that have failed to protect our community's health. Moving beyond this reality in an era of climate chaos caused by an over-dependence on the fossil fuel industry is daunting, but essential. To confront these challenges and ensure the survival of our children and grandchildren, our community must create a bold vision for a just transition and bring it to life through our AB617 Community Emissions Reduction Plan.”<sup>17</sup>*

BAAQMD's 2024-2029 Strategic Plan should support the PTCA Community Steering Committee (CSC)'s call for transformation and bring the PTCA CSC's vision to the entire Air District by incorporating the following principles already outlined in the PTCA CERP:

1. Support the workers of industries in transition away from the fossil fuel industry towards just, clean renewable energy jobs
2. Sustain investment in communities impacted by transition or by extractive industries to diversify local economies
3. Improve enforcement of existing regulations
4. Fund just and clean renewable energy development through taxes or fines on fossil fuel companies
5. Embrace community-driven planning and decision-making
6. Prioritize the need for broad social healing and restoration

Along with the inclusion of the Just Transition principles above, we strongly recommend including the following strategies in Section 2: Centering Environmental Justice, as they directly align with the EJ priorities outlined in the Strategic Plan and support a Just Transition:

1. Develop long-term partnerships between the Air District communities, community-based organizations (CBOs), local governments, and regulatory agencies
  - a. Facilitate discussions between government agencies and Bay Area communities to envision and initiate a community-led Just Transition for the Bay Area
2. Collaborate with environmental justice communities, CBOs, labor unions, and labor councils to create economic benefits and workforce opportunities as listed in 'Goal 7: Growing the Capacity of Environmental Justice Communities and Organizations'
3. Prevent the introduction of new air pollution sources in the transition away from fossil fuels, including through expanded biofuel production, dirty hydrogen production, waste incineration, and nuclear energy

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<sup>17</sup> “Path to Clean Air Community Emissions Reduction Plan,” December 2023.

[https://www.baaqmd.gov/~media/files/ab617-community-health/richmond/richmond-ptca-cerp-plan/final-draft-plan\\_december2023\\_v2-pdf.pdf?rev=18f908c0da024baeadc8a23c7e84a08e](https://www.baaqmd.gov/~media/files/ab617-community-health/richmond/richmond-ptca-cerp-plan/final-draft-plan_december2023_v2-pdf.pdf?rev=18f908c0da024baeadc8a23c7e84a08e), page 93.

4. Strengthen existing methane regulations (e.g., expand the scope of Regulation 13 Rule 1) and increase methane emissions penalties across sectors such as energy, agriculture and waste
  - a. Explore legal pathways for expanding regulation of commingled methane and CO<sub>2</sub> emissions
  - b. Leverage stronger methane regulations to curb the expansion of dirty hydrogen production, particularly at Bay Area oil refineries<sup>18</sup>

The above strategies are intended to illustrate possible methods for facilitating a Just Transition and are *by no means exhaustive*. As suggested by our first strategy, we strongly encourage longer-term collaborations between BAAQMD, community organizations, government agencies, and EJ communities to explore and implement additional Just Transition strategies.

Incorporating the above strategies and principles would only strengthen BAAQMD’s commitment to “phase out the highest polluting businesses located near people most sensitive to air pollution.”<sup>19</sup> Across the Bay Area, most of the “highest polluting businesses” are oil refineries like the Chevron Refinery – all of which fall under BAAQMD’s regulatory authority.<sup>20</sup> Phasing out fossil fuel refining is an essential step in a Just Transition that centers community health, while addressing the impacts of the transition on workers, communities, and the economy. This refinery phase-out (and heavy polluter phase-out generally) must simultaneously ensure that new sources of pollution – such as false solutions like biofuels and dirty hydrogen – do not proliferate in the Air District, undoing the hard work of BAAQMD, community organizations, and Bay Area residents to achieve environmental justice.

### **3. Solidify pathways for community planning and decision-making**

The Community Advisory Council and BAAQMD’s community partnerships have clearly had a strong and welcome influence on BAAQMD’s work. We particularly noted this in the Strategic Plan’s focus on environmental justice.

We appreciate the Air District’s openness to community input, including ensuring that community members have a larger and stronger role in decision-making. We noted, for example, that the Strategic Plan states: “We will develop a community-led process where communities participate in decisions on how to spend money that illegal air polluters pay in penalties so that

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<sup>18</sup> Chevron’s own Flare Minimization Plan has shown larger amounts of methane emitted from their hydrogen plan than from the rest of the refinery that has a flare gas recovery system. See “2023 Chevron Flare Minimization Plan,” September 14, 2023. [https://www.baaqmd.gov/~media/files/compliance-and-enforcement/flares/2024/2023-chevron-annual-fmp-update-pdf.pdf?rev=f27e1070aa6f4c94a5d1f4cc9117b873&sc\\_lang=en](https://www.baaqmd.gov/~media/files/compliance-and-enforcement/flares/2024/2023-chevron-annual-fmp-update-pdf.pdf?rev=f27e1070aa6f4c94a5d1f4cc9117b873&sc_lang=en), Figures 3-4 on page 1.

<sup>19</sup> BAAQMD. “Bay Area Air Quality Management District Draft 2024-2029 Strategic Plan,” n.d. [https://www.baaqmd.gov/~media/files/strategic-plan/draft\\_sm\\_air-district-strategic-plan-pdf.pdf?rev=1440762749a04a149810bef8bb4ccce5&sc\\_lang=en](https://www.baaqmd.gov/~media/files/strategic-plan/draft_sm_air-district-strategic-plan-pdf.pdf?rev=1440762749a04a149810bef8bb4ccce5&sc_lang=en), page 84.

<sup>20</sup> “Path to Clean Air Community Emissions Reduction Plan,” December 2023. [https://www.baaqmd.gov/~media/files/ab617-community-health/richmond/richmond-ptca-cerp-plan/final-draft-plan\\_december2023\\_v2-pdf.pdf?rev=18f908c0da024baeadc8a23c7e84a08e](https://www.baaqmd.gov/~media/files/ab617-community-health/richmond/richmond-ptca-cerp-plan/final-draft-plan_december2023_v2-pdf.pdf?rev=18f908c0da024baeadc8a23c7e84a08e), page 93.

projects benefit communities.”<sup>21</sup> CBE looks forward to being involved in implementation plans to develop this penalty fine distribution process, as discussed at the public workshop on July 30th.

Still, we believe that the plan can do more to identify *additional* opportunities for community involvement with a *stronger say* in BAAQMD decisions, policies, and processes. One critical area that is not adequately addressed in the plan is community involvement in the Air District’s permitting decisions, particularly Title V permits for major facilities. Historically, the communities most impacted by large polluters have not had a meaningful say in permitting decisions at any level of government, including those issued by the Air District, municipal government, and state and federal agencies like the EPA and DTSC.<sup>22</sup> Communities should be able to decide whether and how a harmful polluter is allowed to operate in their neighborhood. By meaningfully including community in permitting discussions beyond the traditional public comment and involvement process, BAAQMD can fundamentally change how communities shape the environments and economies around them – and dramatically decrease air pollution one stationary source at a time. This would also support BAAQMD’s commitment to phase out the largest polluters across the Air District.<sup>23</sup>

We recognize that this would mark a major shift from past permitting processes, and that there are limits to BAAQMD’s authority and jurisdiction over permitting decisions, for example with development permits. We strongly encourage the Air District to work alongside other agencies that participate in permitting decisions that lead to increased air pollution or other forms of environmental injustice. For example, CBE Richmond has been engaged in the North Richmond Cumulative Impacts Report, a plan co-created by DTSC and U.S. EPA. We have repeatedly heard from community members about the importance of having a say in permitting decisions, ***including revoking permits*** when large polluters violate the permits issued by the Air District and other agencies (or even when they are in compliance with permits but are actively harming surrounding community). We encourage BAAQMD to work closely with other agencies such as DTSC and the EPA to this end. We also support BAAQMD’s idea to work with municipal and state agencies to ensure that permits outside BAAQMD’s authority (such as development permits) align with the District’s environmental justice goals (e.g., Strategy 2.9, 2.11).

#### **4. Commit to stronger Flaring Rule with increased penalties and coverage for alternative fuels**

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<sup>21</sup> BAAQMD. “Bay Area Air Quality Management District Draft 2024-2029 Strategic Plan,” n.d. [https://www.baaqmd.gov/~media/files/strategic-plan/draft\\_sm\\_air-district-strategic-plan-pdf.pdf?rev=1440762749a04a149810bef8bb4ccce5&sc\\_lang=en](https://www.baaqmd.gov/~media/files/strategic-plan/draft_sm_air-district-strategic-plan-pdf.pdf?rev=1440762749a04a149810bef8bb4ccce5&sc_lang=en), page 14.

<sup>22</sup> Jones, Rachel. “The Environmental Movement Is Very White. These Leaders Want to Change That.” *National Geographic*, July 29, 2020. <https://www.nationalgeographic.com/history/article/environmental-movement-very-white-these-leaders-want-change-that>.

<sup>23</sup> BAAQMD. “Bay Area Air Quality Management District Draft 2024-2029 Strategic Plan,” n.d. [https://www.baaqmd.gov/~media/files/strategic-plan/draft\\_sm\\_air-district-strategic-plan-pdf.pdf?rev=1440762749a04a149810bef8bb4ccce5&sc\\_lang=en](https://www.baaqmd.gov/~media/files/strategic-plan/draft_sm_air-district-strategic-plan-pdf.pdf?rev=1440762749a04a149810bef8bb4ccce5&sc_lang=en), page 84.

We celebrate BAAQMD's commitment to writing a new Flaring Rule,<sup>24</sup> especially since this aligns with the Path to Clean Air CERP, which commits BAAQMD to launching this process by the end of 2024. BAAQMD should include Bay Area residents, including community organizations that are involved in flaring-related advocacy and possess technical flaring knowledge like CBE and the Asian Pacific Environmental Network in this rulemaking process.

While we could write an entire letter focused on flaring regulations, penalties, and rulemaking, we hope that this letter initiates a longer, ongoing collaboration through which we can discuss these specifics. Instead, we will focus on the issues that have slipped through the cracks in the existing Flaring Rule and must be centered in the new Flaring Rule, in order for it to be successful. BAAQMD must *anticipate and prepare* for the flaring impacts (and other EJ impacts) of Fossil Fuel giants like Chevron, Marathon and Phillips 66 repurposing their aging oil refineries for alternative fuels including hydrogen and biofuels. These fuel transitions have already started to have tremendous environmental justice impacts across the Air District, including increased flaring.

Take hydrogen production at the Chevron Richmond Refinery, for example. As noted in CBE's comment letters on Chevron's 2022 and 2023 Flare Minimization Plans (FMPs), BAAQMD's own data has shown dramatic increases in flaring at the Chevron Refinery since they opened their new hydrogen plant in 2018.<sup>25</sup> In fact, Chevron's Hydrogen Plant is not just a *significant* source of flaring – it is their *main* source of flaring at the refinery. Hydrogen was involved in 78% of Chevron's flaring incidents requiring causal analysis during the 2023 FMP period, primarily due to startup and shutdown of the hydrogen plant.<sup>26</sup> CBE questions why hydrogen production has become responsible for so much of Chevron's flaring. We have already noted that there is no flare gas recovery (FGR) system for the hydrogen portion of the refinery. At a bare minimum, BAAQMD's new flaring rule should require the implementation of FGR systems at Hydrogen Plants to minimize the methane, NMHCs and SOx pouring out of refineries. Flaring has become a routine, and largely tolerated, aspect of hydrogen plant operations and must be more closely scrutinized, analyzed, and regulated.

While CBE has advocated for stricter regulations and penalties for hydrogen-related flaring at the Chevron Refinery, we want to be clear that **this issue is not unique to Chevron Richmond**. Hydrogen production, and related flaring, is slated to become a massive issue for EJ communities across California as \$1.2B in federal funding was recently approved to expand

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<sup>24</sup> BAAQMD. "Bay Area Air Quality Management District Draft 2024-2029 Strategic Plan," n.d.

[https://www.baaqmd.gov/~media/files/strategic-plan/draft\\_sm\\_air-district-strategic-plan-pdf.pdf?rev=1440762749a04a149810bef8bb4ccce5&sc\\_lang=en](https://www.baaqmd.gov/~media/files/strategic-plan/draft_sm_air-district-strategic-plan-pdf.pdf?rev=1440762749a04a149810bef8bb4ccce5&sc_lang=en), page 36.

<sup>25</sup> BAAQMD. "Frequency of Flaring Events," n.d. <https://www.baaqmd.gov/~media/files/compliance-and-enforcement/flares/graphs/flare-emissions-charts/2023/2023-frequency-of-flaring-events-pdf.pdf?rev=e52deb071cf249189704a7222a83a1c1>.

<sup>26</sup> Of the 23 reported incidents, 18 mentioned the Hydrogen Plant or hydrogen production. See "Annual Update of Flare Minimization Plan - Chevron Richmond Refinery 2023," September 14, 2023, [https://www.baaqmd.gov/~media/files/compliance-and-enforcement/flares/2024/2023-chevron-annual-fmp-update-pdf.pdf?rev=f27e1070aa6f4c94a5d1f4cc9117b873&sc\\_lang=en](https://www.baaqmd.gov/~media/files/compliance-and-enforcement/flares/2024/2023-chevron-annual-fmp-update-pdf.pdf?rev=f27e1070aa6f4c94a5d1f4cc9117b873&sc_lang=en), p. 89-96.

hydrogen infrastructure across the state.<sup>27</sup> By developing an even stronger Flaring Rule with tighter restrictions on hydrogen, BAAQMD can lead the way for the rest of the state, protecting Bay Area residents and all California EJ communities likely to be impacted by hydrogen.

However, hydrogen is not the only new fuel source increasing flaring at Bay Area refineries that must be carefully considered in the new Flaring Rule; biofuels are also on the rise. Marathon Martinez, which reopened in 2023 as a biofuel refinery after refining crude oil for decades, went from having only a few flaring incidents each year leading up to its reopening, to having **25 major flaring incidents** in 2023.<sup>28</sup> Surrounding residents have already begun to experience the negative health impacts of this uptick in flaring. With the possibility of other refineries in the Air District converting to biofuels, we strongly encourage BAAQMD to investigate why biofuels conversions have led to large increases in flaring, and what new technology and regulations should be required when writing the new Flaring Rule.

In summary, we ask that BAAQMD commit to exploring the impacts of alternative fuels (including, but not limited to hydrogen and biofuels) on flaring and air pollution more broadly in the rulemaking process. This will require a greater understanding of how alternative fuel sources may require new technologies, such as special FGR systems or storage tanks, and unique regulations to ensure that they do not continue to harm EJ communities across the Bay. We celebrate BAAQMD's recent increase in penalties under Dr. Fine, and the new Flaring Rule should include yet higher penalties whenever refineries flare. While writing a stricter Flaring Rule with expanded coverage for alternative fuels is an important step for community and environmental health, this must be linked with a broader plan for a Just Transition away from our polluting, fossil fuel-based economy that is run by corporations like Chevron.

## **5. Expand transparency, efficacy, and community ownership of air monitoring**

We strongly support the Plan's prioritization of increasing and improving air monitoring and encourage BAAQMD to strengthen and detail both mobile monitoring and proactive monitoring of key pollutants. We noted the inclusion of mobile monitoring and short-term monitoring studies as part of a localized approach to air monitoring in Strategy 2.7. As stated in the following section 6. Improve overall data availability and accessibility to the public, BAAQMD's current capacity for mobile monitoring, where and when mobile monitoring occurs, and the results of mobile monitoring are not accessible. The Plan should specify whether BAAQMD intends to increase mobile monitoring and local study capacity above current levels. We are aware that BAAQMD received an EPA grant to conduct air monitoring in East Oakland

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<sup>27</sup> California Governor's Office of Business and Economic Development, *California Awarded up to \$1.2 Billion to Advance Hydrogen Roadmap and Meet Climate and Clean Energy Goals* (Oct. 13, 2023), <https://business.ca.gov/california-awarded-up-to-1-2-billion-to-advance-hydrogen-roadmap-and-meet-climate-and-clean-energy-goals/>.

<sup>28</sup> BAAQMD. "Frequency of Flaring Events," n.d. <https://www.baaqmd.gov/~media/files/compliance-and-enforcement/flares/graphs/flare-emissions-charts/2023/2023-frequency-of-flaring-events-pdf.pdf?rev=e52deb071cf249189704a7222a83a1c1>.

in 2022 and implementation planning is ongoing.<sup>29</sup> This is only one resource for East Oakland, and other communities will require mobile monitoring and study resources too. We are currently unsure whether the Richmond monitoring van exists, and if so, where it is used as a monitoring tool. We would appreciate greater transparency around mobile monitoring.

The Plan should also include efforts to expand monitoring, air quality studies, and modeling to include harmful air pollutants that are not yet included in state or federal regulations (NAAQS, CAAQS, HAPs, TACs). Ultrafine particles (“UFPs”) are generally associated with aviation pollution and, to a lesser extent, on-road vehicle pollution.<sup>30</sup> A growing body of research demonstrates that UFPs are more harmful than larger particulate matter and correlated with increased mortality, poor birth outcomes, lung disease, heart disease, and cancer.<sup>31</sup> East Oakland residents die prematurely of diseases linked to UFPs, with life expectancy lowered by as much as 15 years.<sup>32</sup> East Oakland is heavily polluted by aviation emissions and on-road traffic due to the freeways and industrial throughways bisecting residential communities. However, the EPA recently stated there is almost no monitoring data available on UFPs (nor trend analysis) and declined to adopt UFP as part of particulate matter standards due to insufficient causal research available prior to 2019 (though there has been significant UFP research since 2019).<sup>33</sup> This is a prime example of a major flaw of environmental regulation: without federal and state regulations, widespread monitoring and study of pollutants rarely occurs; and without widespread monitoring and study of pollutants, federal and state governments will not regulate. BAAQMD should work creatively with research institutions, CARB, EPA, and others to proactively regulate air pollutants that current scientific research indicates are particularly harmful to Bay Area environmental justice communities.

In addition, we are skeptical of the fence-line air monitoring data published by all the Bay Area refineries. As BAAQMD has already noted through their Notices of Deficiency (NOD), all five Bay Area Refineries are currently out of compliance with their Air Monitoring QAPPs. We encourage BAAQMD to conduct independent and public analyses of these refineries public air

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<sup>29</sup> BAAQMD, *Air District receives U.S. EPA grant for community air monitoring in East Oakland* (Nov. 10, 2022), <https://www.baaqmd.gov/news-and-events/page-resources/2022-news/111022-epa-grant#:~:text=The%20Air%20District%20has%20received%20a%20%24298%2C114%20grant,community%20face%20with%20a%20high%20air%20pollution%20burden.>

<sup>30</sup> Riley et al., *Ultrafine particle size as a tracer for aircraft turbine emissions*, *Atmospheric Environment* 139.10 (2016).

<sup>31</sup> See, Wu et al., *Association between Airport-Related Ultrafine Particles and Risk of Malignant Brain Cancer: A Multiethnic Cohort Study*, *Cancer Res.* (Aug. 15, 2021); Bookstein et al., *Examining ultrafine particle pollution and lung cancer risk in a large, diverse cohort*, *JCO* 41, 8532-8532 (2023); Wing et al., *Preterm Birth among Infants Exposed to in Utero Ultrafine Particles from Aircraft Emissions*, *Environ Health Perspect.* (Apr. 2020); Habre et al., *Short-term effects of airport-associated ultrafine particle exposure on lung function and inflammation in adults with Asthma*, *Environ Int.* 118:48-59 (Sept. 2018).

<sup>32</sup> Alameda County Public Health Department, Comment Letter on OAK DEIR (Oct. 16, 2023) [https://www.oaklandairport.com/wp-content/uploads/agencies/231016\\_Alameda%20County%20Public%20Health%20Department\\_%20Kimi%20Watkins-Tartt%20and%20Nicholas%20Moss.pdf](https://www.oaklandairport.com/wp-content/uploads/agencies/231016_Alameda%20County%20Public%20Health%20Department_%20Kimi%20Watkins-Tartt%20and%20Nicholas%20Moss.pdf). 231016\_Alameda County Public Health Department\_Kimi Watkins-Tartt and Nicholas Moss.pdf.

<sup>33</sup> EPA, *Reconsideration of the National Ambient Air Quality Standards for Particulate Matter*, 89 Fed. Reg 16202 (effective May 6, 2024).

monitoring data to investigate whether this data can be trusted at all. Mobile/temporary monitors, owned and operated by those not being monitored, could support this sort of quality assurance to increase public faith in refinery-published data. We discuss this issue in greater detail in Section 7.

## **6. Improve overall data availability and accessibility for the public**

We strongly support the Plan’s emphasis on improving data collection, availability, and accessibility (e.g. Strategies 2.2, 2.3). While longer-term work to understand and meet community data needs is important, immediate improvements to data access should not be delayed while this longer-term engagement is ongoing. We urge BAAQMD to begin implementing the simplest, most frequently requested data improvements as soon as possible. In many cases, the first step is simply adding links to existing data sources on the Public Data Center page. To better understand short and long-term data priorities, we ask that BAAQMD commit to meeting with organizations that frequently interface with air quality data and agency websites, in addition to community engagement. The Plan should commit to implementing the highest impact short-term data solutions within one year of its approval.

CBE has frequently submitted feedback on the inaccessibility of BAAQMD’s public data. For example, our comment letters on Chevron’s 2022 and 2023 FMPs highlighted the need for better flaring data accessibility on the BAAQMD website, and we have tried to work with the Compliance Department to improve flaring data navigability with little success. Building on these prior suggestions, and additional requests from community members in East Oakland and Richmond, we suggest the following:

- Provide emissions inventory data at the facility level
  - Short term:
    - Link to CARB’s Facility Search Engine and provide instructions to filter by geography
    - Website should be updated to include [facilities map](#) (currently not linked to relevant pages)<sup>34</sup> and provide downloadable underlying data.
  - Longer term:
    - Provide BAAQMD regional inventories with CAPs,<sup>35</sup> TACs, and TWE at a facility level
    - Combine analysis and data visualization to help communities understand their specific drivers of key pollutants.
- Provide a permit lookup system
  - While permit applications, Title V permits, and other select categories are available, the public still has no way of viewing most facility permits without

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<sup>34</sup> At the time of writing this comment, the Public Data Center “Facilities Maps” link goes to “Interactive Data Maps” page that does not include a facilities map. Google results for ”BAAQMD stationary sources map” results in a GIS map [Stationary Source Screening Map \(arcgis.com\)](#).

<sup>35</sup> If feasible, include health risk metric associated with CAPs as this is a frequent community question.

submitting a records request, which routinely are delayed in being processed and responded to.

- Unify air monitoring data
  - Currently, air monitoring in the Bay is run by various public agencies, private companies, and community organizations. BAAQMD should work with all these entities to centralize *all* air monitoring data in the Public Data Center. This should include an easy to navigate map that shows each of the air monitor locations, their operator, and pollutants measured including their live measurements.
    - In the short term, BAAQMD should create an air monitoring inventory to identify all operational (and discontinued) air monitors across the Air District. This has [already been conducted for the PTCA CERP area](#), and should be replicated for the entire Air District. BAAQMD could also create an interim map showing each of the monitor locations that links to the external websites that report their data, while working to create a centralized map that reports these values live.
  - The results of mobile monitoring should also be centralized in the Public Data Center. It is currently unclear whether BAAQMD mobile monitoring vans are operational and if so, where and when.
- Use benchmarking as a tool for data communication and accountability.
  - Comparing pollution metrics to peer entities (e.g. benchmark against the best, average, and worst air quality across a relevant geography—zip codes, cities, counties) helps the public to interpret technical data
  - Benchmarking highlights inequities in pollution burdens, providing a metric for measuring success in achieving environmental justice goals
- Provide heat maps of key pollutants and/or metrics (with emissions sources included) so communities can understand their health risks.
- Link air monitoring data to a warning system that alerts residents when threshold levels have been exceeded, collaborating with municipal governments that have notification systems in place such as Richmond.
- Indirect sources should be included in pollution measurements wherever possible
  - For example, as stated above in Section 1, the Airport does not rise as a “top” polluter unless you include indirect sources, then it becomes a polluter on par with refineries.

All in all, we appreciate BAAQMD’s interest in centralizing data and making it accessible to the public. We realize that this effort will require a longer and more collaborative process than can be achieved through this comment letter. We hope to continue conversations with BAAQMD staff to discuss what this Public Data Center could look like in order to be truly useful.

## **7. Increase penalties for non-compliance and transparency for enforcement proceedings**

When polluters are out of compliance with their permit conditions and reporting requirements, this has serious negative impacts on air quality and the health of surrounding

residents. We must reiterate that non-compliance has real-life impacts for residents beyond the polluter failing to submit their report on time or meet legal reporting requirements. BAAQMD should commit to pursuing more aggressive action depending on the type of non-compliance. This could include expanded independent investigations with penalties, fines and permit reviews/revocations all the while keeping the public as informed as is legally possible (aligned with Strategies 4.2, 4.5)

For example, CBE was very concerned to learn that all five Bay Area refineries are non-compliant with their QAPPs. As BAAQMD noted in one of their Notices of Deficiency (NOD), Chevron may be automatically excluding pollutant data that "changes rapidly" without "reasonable cause."<sup>36</sup> This could *easily* lead to a situation where large, rapid spikes in harmful pollutants are excluded and never even make it to the public – the most harmful spikes completely concealed! There are of course other issues with the QAPP and Chevron's air monitoring, including that it claims to operate 8 monitors, but only publicly reports 6, or the fact that Chevron's air monitoring data is only available to the public for 3 months, then disappears. The facility's non-compliant QAPP adds skepticism to the validity of their published data. This sort of non-compliance should trigger an independent BAAQMD investigation into what may be multiple years of manipulated data, with steep penalties and possible revocation of permits if their data obfuscation has negatively impacted the health of fence-line residents and surrounding communities. Furthermore, there has been very little transparency about the timeline or next steps for any of BAAQMD's enforcement actions after the second NOD was issued 9 months ago in October 2023. We support greater transparency on any of BAAQMD's compliance and enforcement actions, with regards to the QAPP and beyond, aligned with Strategies 4.2, 4.5, and 4.8.

During the July 30th public workshop, a participant suggested that polluters should not be allowed to choose the arbitrator in negotiations with BAAQMD and instead should give BAAQMD the funds to pay for an arbitrator of BAAQMD's choosing. We support extending this same logic any time refineries are non-compliant to put more agency and power in the hands of BAAQMD rather than polluters. For example, instead of operating the monitors themselves, refineries could give BAAQMD funds to expand the Air District's monitoring capacity and operate fence-line monitors. We at CBE want to be able to trust public-facing air monitoring data and would have much greater faith in BAAQMD-operated (or community-operated, as is the case with BCAMP) air monitors than anything operated by the polluters themselves.

We use the example of the Bay Area refineries' non-compliant QAPPs and fence-line monitoring not to focus on air monitoring, the QAPP process itself, or fence-line monitoring so specifically, though these are all important issues to address. We hope to illustrate a larger issue with refineries and other large polluters in the District, which continue to have outsized power in

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<sup>36</sup> Bovee, Jerry. "Disapproval of Regulation 12, Rule 15 Fenceline Air Monitoring Plan and Quality Assurance Project Plan," October 19, 2023. [https://www.baaqmd.gov/~media/files/compliance-and-enforcement/refinery-air-monitoring-plans/program-updates/20231019-chevron-amp-disapproval-final-pdf.pdf?rev=1a278486728b413889fd50674b8fb911&sc\\_lang=en](https://www.baaqmd.gov/~media/files/compliance-and-enforcement/refinery-air-monitoring-plans/program-updates/20231019-chevron-amp-disapproval-final-pdf.pdf?rev=1a278486728b413889fd50674b8fb911&sc_lang=en), page 3.

the communities where they operate and pollute. We support increased penalties in any case of non-compliance, more transparency about BAAQMD's enforcement actions, and increased power in the hands of BAAQMD (and community) rather than polluters when it comes to public-facing data and compliance.

## **8. Invest heavily in collecting community health data**

As an environmental justice organization concerned with the health and wellbeing of residents impacted by large polluters, CBE was thrilled to see the inclusion of Strategies 2.2 (Collect Community Data) and 2.4 (Community Health Data). We would like to see tighter links between these two strategies. As BAAQMD sets out into the implementation phase of the Strategic Plan, we encourage BAAQMD to work alongside public health agencies, universities, research institutes, and community organizations to effectively deliver this health information to the public.

Currently, data analysis that directly links air pollutants with public health outcomes is extremely hard to come by, particularly for disinvested EJ communities like Richmond and East Oakland. Any data along these lines is extremely helpful for residents (and community organizations) to understand the life-or-death consequences of living in these communities. We would like to see BAAQMD use its resources to fill these public health data gaps and produce studies similar to their 2021 report "Modeling Fine Particulate Matter Emissions from the Chevron Refinery: An Air Quality Health Impact Analysis." This analysis directly linked Chevron's PM 2.5 emissions with premature deaths, showing that Chevron's PM 2.5 emissions were responsible for between 5 and 11 premature deaths each year.<sup>37</sup> As horrifying as this statistic is, this sort of direct link between air pollutant and public health outcome is critical to understand the consequences of pollution (both legal and illegal) and hold polluters accountable. We would like to see similar connections made between PM 2.5 and other air pollutants (such as NO<sub>x</sub>, SO<sub>x</sub>, and H<sub>2</sub>S) with asthma, cancer and other respiratory and cardiovascular diseases. We encourage BAAQMD to work with organizations like Healthy Contra Costa, CBE, APEN and others that have experience with community health surveys to understand health data priorities going forward.

## **9. Improve Community Engagement and Accessibility without Delay**

As we greatly appreciate the opportunity to provide public comment on this Strategic Plan and engage in the discussion on outreach and accessibility that occurred at the July 30<sup>th</sup> public meeting, we want to reiterate that deeper community engagement and accessibility is both possible and critical for this Plan and BAAQMD's ongoing work. Community outreach is an essential part of furthering environmental justice and equity, two of the goals stated in the Plan.

First, we echo one workshop participant's call for an extension of the public comment period of the Plan, as many community members only heard about the Plan with a few days left to review all 104 pages. Many more remain unaware. To genuinely understand diverse

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<sup>37</sup> BAAQMD. "Modeling Fine Particulate Matter Emissions from the Chevron Richmond Refinery: An Air Quality Health Impact Analysis." San Francisco, 2021. <https://bit.ly/BAAQMDmodelingPM>.

community members' perspectives on environmental issues, the Air District needs to pursue outreach strategies beyond publishing the plan online and reaching out to Advisory Council members.

We also emphasize that language access is a key component of environmental justice. Engaging linguistically diverse community is critical to achieving the community-driven planning and decision-making highlighted in the Strategic Plan and PTCA CERP.<sup>38</sup> However, language access has been consistently lacking, including in the engagement on this Plan. For example, the listed publication dates for the Spanish, Chinese, Vietnamese, and Tagalog versions of the plan all show that they were uploaded on 7/30/2024, less than a week before the end of the public comment period.<sup>39</sup> Typical minimum public comment time is 30 days. We also noted at the July 30th public workshop that there was no mention of translation, and no Air District staff asked if there were any language accessibility needs in the room. Bay Area environmental justice communities are majority communities of color with many residents who are monolingual speakers and readers of Spanish, Chinese, Vietnamese, Tagalog, Hmong, Arabic, Farsi, and more. Without consistent translation and interpretation, Bay Area residents are excluded from participating in the governance of their own communities. Language access is also a legal requirement under state and federal law, precisely because it is so essential to the basic notions of equal rights and democratic government.<sup>40</sup>

While we support BAAQMD's commitment to a long-term effort to transform its community engagement strategies over the next 5 years, we also encourage BAAQMD to consider short-term strategies frequently suggested by community that can immediately expand awareness. Such strategies include:

- Engage with community in existing community spaces
  - Table at schools, libraries, community centers, farmers markets, etc. and use the physical and digital notification platforms of these community spaces
  - Non-governmental organizations very effectively engage with community face-to-face, meeting highly overburdened community where they are and building relationships
- Expand language access and consistently provide translation and interpretation.
  - Outreach materials (flyers, social media posts, website content, etc.), all documents that require and benefit from public engagement, and all public meetings must be translated/interpreted into languages commonly spoken

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<sup>38</sup> BAAQMD. "Bay Area Air Quality Management District Draft 2024-2029 Strategic Plan," n.d. [https://www.baaqmd.gov/~media/files/strategic-plan/draft\\_sm\\_air-district-strategic-plan-pdf.pdf?rev=1440762749a04a149810bef8bb4ccce5&sc\\_lang=en](https://www.baaqmd.gov/~media/files/strategic-plan/draft_sm_air-district-strategic-plan-pdf.pdf?rev=1440762749a04a149810bef8bb4ccce5&sc_lang=en), page 96.

<sup>39</sup> English Version of the draft Plan was published on 7/23/2024, whereas the Spanish, Chinese, Vietnamese, and Tagalog Versions were published 7/30/2024. Comments are due 8/05/2024.

<sup>40</sup> Title VI of the Civil Rights Act of 1964 prohibits discrimination based on primary language spoken under federally funded programs or activities. California Government Code § 11135 likewise prohibits discrimination by agencies that receive state funds. Both statutes require agencies to undertake reasonable steps to ensure equal access to government functions for persons who have "Limited English Proficiency" (LEP). The Dymally-Alatorre Bilingual Services Act (Ca. Gov. Code §7290 et seq.) requires that every local government agency provide language access services to persons who are LEP.

- Translated materials must be made available at the same time as English language materials so all have the same time and opportunity to engage, regardless of primary language spoken
- Do not rely on built-in web translation applications as they do not consistently work or provide accurate results
- Increase and improve use of social media to inform the public about public workshops, processes, programs, incentives, new rule developments, etc.
  - The Plan was posted twice on the BAAQMD Instagram but had very little engagement. With very little additional effort, engagement could be increased by tagging community organizations and other government agencies to help spread awareness

In conclusion, we strongly urge BAAQMD to incorporate the above recommendations to clarify and advance its outlined Goals and Strategies. We understand that the Strategic Plan is quite high level at this point, and that next steps include developing the specifics behind each of the strategies. We are interested in helping to develop those specifics during the implementation phase. We greatly appreciate you taking the time to read and review this comment letter and welcome any follow-up questions or comments you may have.

Sincerely,

**Carly Cabral**

East Oakland Clean Air Project Coordinator  
Communities for a Better Environment, East Oakland

**Martine Johannessen**

Staff Researcher  
Communities for a Better Environment, Richmond

**Lujain Al-Saleh**

Just Transition Coordinator  
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Communities for a Better Environment, East Oakland



## California Council for Environmental and Economic Balance

369 Pine Street, Suite 720, San Francisco, CA 94104

(415) 512-7890 | [cceeb.org](http://cceeb.org)

August 5, 2024

Ms. Idania Zamora  
Assistant Manager, Planning and Climate Protection  
Bay Area Air Quality Management District

Ms. Christy Riviere  
Principal Environmental Planner, Community Engagement and Policy  
Bay Area Air Quality Management District

Submitted electronically to: [strategicplan@baaqmd.gov](mailto:strategicplan@baaqmd.gov)

Dear Ms. Zamora and Ms. Riviere,

Thank you for the opportunity to provide comments on the Draft 2024-2029 Strategic Plan (“Draft Plan”). CCEEB is a nonpartisan, nonprofit coalition of business, labor, and public leaders that advances strategies for a healthy environment and sound economy. CCEEB represents many of the entities that operate in the Bay Area Air Quality Management District (“BAAQMD” or “District”). CCEEB thanks the District for the opportunity to provide comments on the Draft Plan.

### **The Draft Plan should commit Staff to providing adequate review and comment periods.**

CCEEB has consistently advocated that process is important, and we will continue to request that all stakeholders are treated fairly. The Draft Plan states that Staff worked over many months, and that the Draft Plan represents a significant update to the District’s mission and core values.

Unfortunately, after taking the time it needed to prepare the Draft Plan, Staff unnecessarily limited the public review period. We recognize that the BAAQMD management would like to finalize this Plan as quickly as possible but there is no external deadline mandating when the Draft Plan must be considered by the Board. Furthermore, the Draft Plan repeatedly emphasizes how Staff will work more openly and cooperatively with the community – which includes, among others, CCEEB’s members.

Review and comment periods for Staff prepared documents are very important. One important way a public agency can demonstrate openness and cooperation is by providing adequate time for stakeholders to review and comment on Draft Plans, a workshop, an Advisory Committee, or a Board Hearing. Providing less than 30 days to review and comment on such an important document goes against the spirit of the Plan. CCEEB requests that the Strategic Plan add a new commitment to issuing documents in a timely manner and always providing sufficient time for review and comment.

## **CCEEB Comments on Draft 2024-2029 Strategic Plan**

### **CCEEB requests an extension of the comment period to September 6<sup>th</sup>.**

CCEEB first received Draft Plan by email the day before the July 4<sup>th</sup> weekend and it was posted to the website on July 8<sup>th</sup>. The District held workshops on July 30<sup>th</sup> and August 1<sup>st</sup>, and set a comment deadline of August 5<sup>th</sup>, which is less than 30 days from the date it posted the Draft Plan on the website. Since the District provided insufficient time for a thorough review, CCEEB requested that the District extend the comment period until September 6, 2024. CCEEB reiterates it's request that additional review time be provided for all stakeholders.

CCEEB is submitting these initial comments in order to comply with the current August 5<sup>th</sup> deadline. We may have additional comments if the District extends the comment period beyond August 5<sup>th</sup> or if we learn new information during our continued review and consideration of the Draft Plan.

### **CCEEB requests that the Strategic Plan contain a more balanced characterization of industry.**

CCEEB members are key partners with the District and the communities they operate in, and many of our members live in the communities where their facilities are located. The Draft Plan uses language that villainizes industry by assigning the characterization of “illegal air polluters” who produce “illegal pollution”. This type of language does not encourage meaningful collaboration, and further exacerbates perceptions of distrust. CCEEB requests that the final Strategic Plan use a more balanced characterization of the industries that work every day to provide jobs, produce necessary services, and ensure compliance with the regulations promulgated by the BAAQMD.

CCEEB also wants to highlight that ‘economic leakage’ – good jobs and entire businesses leaving California - is occurring at an alarming rate. Businesses are choosing to leave the Bay Area and California because of already widespread and still growing perceptions that California is an unfriendly place to operate a business. This trend is harmful to the regional and State economy but just as importantly it is likely to be harmful to the environment because the most likely scenario is that businesses leaving California are relocating to states that have less protective environmental regulations.

### **All interested and impacted stakeholders should be invited to activities related to implementing the Strategic Plan.**

Some of the language in the Draft Plan could lead readers to believe that not all stakeholders will be invited to participate in the development of some of the strategies. CCEEB requests that the Strategic Plan encourage ALL interested and impacted stakeholders, including the regulated industries, to participate in every aspect of Plan implementation.

## **CCEEB Comments on Draft 2024-2029 Strategic Plan**

### **CCEEB requests that the District clarify the scope of the outreach that occurred while preparing the Draft Plan.**

The Draft Plan states that it was developed through a collaborative process with various parties and organizations, including “representatives from regulated industries, ...” CCEEB and its members are unaware of this outreach. CCEEB asks the District to review its outreach and clarify the type of outreach that occurred.

### **CCEEB encourages Staff to remain focused on its core responsibilities as it implements the Strategic Plan.**

While the Strategic Plan is meaningful, the District’s primary responsibility is to promulgate air quality regulations, issue permits in a timely manner, and enforce those regulations in an effective and efficient way. CCEEB and its members are happy that the Draft Plan recognizes the importance of this “core work” on page 7, and we look forward to continued engagement on the goals and strategies of the Strategic Plan. We also emphasize that preparing and implementing the Strategic Plan should not detract or further delay the District’s core responsibilities.

### **CCEEB requests that the Strategic Plan contain priorities and timelines.**

CCEEB recommends that the Final Plan contain some form of timeline or prioritization. Without such a timeline, it appears that all strategies will be pursued immediately and simultaneously.

### **Comments on Strategy 4.1 Timely Permits, Strategy 4.2 Transparent Permit Process, and Strategy 4.3 Consistent Permits**

CCEEB supports the permitting strategies outlined in the Draft Plan and thanks the District for committing to improve the permitting processes. Permit acceleration is of utmost importance to CCEEB’s members, especially when many of the permits include emission reductions elements. CCEEB requests that the Plan prioritize these Strategies in order to increase transparency for both regulated entities and communities.

### **Comments on Strategy 1.3 - Minimize Flaring**

While the Draft Plan states that it was developed through a collaborative process with various parties and organizations, including “representatives from regulated industries, ...”, neither CCEEB nor its members, to our recollection, were asked to discuss options to reduce flaring with Staff before Strategy 1.3 was issued in the Draft Plan.

The District has already adopted some of the most stringent flaring regulations in the US, and as recently as April 2022 has recognized that flaring is utilized primarily as safety device.

*“One example of control technology that reduces methane as a co-benefit of reducing other air contaminants is a flare. Refinery flares are primarily used as a safety device,*

## CCEEB Comments on Draft 2024-2029 Strategic Plan

*not as control equipment, to reduce gases that often may include a mixture of gases including volatile organic compounds, toxic air contaminants, oxides of nitrogen, sulfur oxides and methane...If operated correctly, refinery flares destroy total organic compound emissions at a minimum 98 percent control efficiency.<sup>1</sup>* (emphasis added) ([Final Staff Report for Regulation 13, Rule 5](#), page 20.)

CCEEB recognizes that the District will consider both non-regulatory and regulatory strategies and did not limit the options to new regulations. CCEEB recommends the following edits to the Draft Plan.

“Flaring, which occurs primarily for safety reasons, involves visible flames, smoke, and odors from tall smokestacks that have a burner, used to destroy gases produced at industrial sources such as refineries, sulfur recovery plants, and hydrogen production plants.” (page 36)

“~~The District recognizes that [f]Flare systems should be~~ are operated primarily as last-resort safety devices.” (page 36)

“In updating these ~~regulations~~ regulatory and/or non-regulatory options, we will consider health impacts, safety, better enforceability, and more stringent flaring requirements, as described in Strategy 1.2 Stronger Regulations.” (page 36)

In addition, we reiterate our earlier objection to the characterization of “illegal emissions”, a term that is used on page 36.

CCEEB questions the efficacy of further controls of flaring and requests a conversation with Staff, including Executive Staff, before Strategy 1.3 is included in the Final Strategic Plan.

### Comments on Strategy 2.11 - Cumulative Health Impacts

CCEEB and its members look forward to working with all interested stakeholders and the District as it considers new activities, tools, procedures, and policies related to cumulative impacts. CCEEB expects the District to go through a technical and methodological process that engages a robust discussion at the Technical Advisory Board, and we plan to participate in those conversations. We also want to make sure that all stakeholders are invited to participate in actions related to new cumulative impacts that occur outside of the Technical Advisory Board.

CCEEB as an organization is centered around the balance between the environment and the economy. We therefore encourage the District to consider economic impacts on health at all venues, including the Technical Advisory Board, where the District considers policies related to cumulative impacts.

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<sup>1</sup> BAAQMD. “Final Staff Report, Proposed New Rule 13-5 and Proposed Amendments to Rule 8-2.” April, 2022. P.20.

## **CCEEB Comments on Draft 2024-2029 Strategic Plan**

There are likely health impacts incurred by regressive economic effects of climate and multi-pollutant strategies which call for fundamental restructuring of both large and small sectors of the economy. Indeed, as witnessed in the aftermath of the Marathon Petroleum facility shutdown in Contra Costa County, 345 unionized workers were laid off. Former Marathon workers find themselves in jobs that pay \$12 per hour less than their Marathon jobs, a 24% cut in pay. The median hourly wage at Marathon was \$50, compared to a post-layoff median of \$38<sup>2</sup>. A considerable level of wage inequality defines the post-layoff wages of former refinery workers, which certainly could negatively contribute to cumulative health impacts in that community. In addition, the stores, vendors and suppliers to the proximity of the facilities were also impacted.

CCEEB urges the District to incorporate economic impact analysis into cumulative health impacts, particularly in terms of workforce displacement and higher household energy and transportation costs. This analysis could then be used to look at potential health impacts and identify which groups and individuals are most likely to be harmed. This, in turn, could help inform rule design and supportive policies meant to minimize negative and inequitable outcomes as much as possible.

### **Comments on Strategy 1.1 - Change Approach to Air Quality**

CCEEB and its members look forward to working with all interested stakeholders and the District as it considers new policies, analyzes existing data, performs new computer modeling related to air quality, and develops/implements tools to for local air pollution data collection.

### **Comments on Strategy 1.2 - Stronger Regulations**

Over the last 50 years the District has promulgated some of the nation's strongest air quality regulations. While CCEEB recognizes that even more can be accomplished, BAAQMD is not starting from scratch in terms of regulating air quality. A tremendous amount of work has led to this point and the air pollution sources in the Bay Area are some of the cleanest in the US. The Draft Plan should recognize the District's and industry's accomplishments to date, and we recommend that the Plan contain a summary or a table of the currently enacted rules to provide perspective.

### **Comments on Strategy 1.5 Enhance Violation Investigations, Strategy 1.6 New Enforcement Policy, Strategy 1.7 New Climate Solutions**

CCEEB and its members look forward to working with all interested stakeholders and the District as it considers develops new procedures related to Strategy 1.5, 1.6, or 1.7.

CCEEB thanks the District for their time and consideration of our comments. We look forward to further information related to metrics, timelines, and action plans, and to working with you on

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<sup>2</sup> Parks, Virginia, and Ian Baran. 2023. "Fossil fuel layoff: The economic and employment effects of a refinery closure on workers in the Bay Area." Berkeley, CA: UC Berkeley Labor Center.

## CCEEB Comments on Draft 2024-2029 Strategic Plan

this important effort. Should you have any questions, please contact me at [timc@cceb.org](mailto:timc@cceb.org) or Allegra Curiel at [allegrac@cceb.org](mailto:allegrac@cceb.org) or Peter Okurowski at [petero@cceb.org](mailto:petero@cceb.org)

Sincerely,



Tim Carmichael  
President

cc:

Peter Okurowski, CCEEB  
Allegra Curiel, CCEEB



**Robert Brown**  
Senior Director, Bay Area and California Regional Affairs

August 5, 2024

Ms. Idania Zamora sent via email: [strategicplan@baaqmd.gov](mailto:strategicplan@baaqmd.gov)  
Assistant Manager, Planning and Climate Protection  
Bay Area Air Quality Management District

Ms. Christy Riviere  
Principal Environmental Planner, Community Engagement and Policy  
Bay Area Air Quality Management District

Re: WSPA Comments on the Draft 2024-2029 Strategic Plan

Dear Ms. Zamora and Ms. Riviere,

Thank you for the opportunity to provide comments on the Draft 2024-2029 Strategic Plan. The Western States Petroleum Association (WSPA) is a non-profit trade association representing companies that explore for, produce, refine, transport and market petroleum, petroleum products, natural gas and other energy supplies in California, Arizona, Nevada, Oregon, and Washington. Our members in the Bay Area have operations and facilities regulated by the Bay Area Air Quality Management District (BAAQMD or District).

We certainly appreciate the commitments the District is making to a timely and transparent permitting process. Clearly those concerns across many industries were heard, including:

- Updating regulations to ensure efficient and timely permits;
- Address bottlenecks and improve internal coordination;
- And establishing project teams and aligning resource management to workload.

We can also appreciate the need for such strategic vision plans and roadmap. While these can be very aspirational they are important for organizational alignment and public understanding.

We do wish to point out the document does not seem to address the socio-economic balance of the equation. How are the objectives of the District going to take into account the real world impact on jobs and economic health of the region and community? The term "environmental justice" is referenced 165 times in this 103-page document. "Science" is referenced five times and "economy" just once.

This is not to say that 'environmental justice' is not worthy of significant attention, but there is a glaring absence of these other elements in direct terms.

We hope there is a more balanced and comprehensive outlook as the District weighs the many complex regulatory elements it must consider. It certainly reflects significant input from the Community Advisory Panel but the vehicle or need for the regulated community input is not identified or outlined.

With some 11,000 regulated entities - a point of input from the business community - large and small would seem important given the contributions to economic development, jobs, public sector investment with tax revenue, community investment, and quality of life in local communities.

The Western States Petroleum Association and our member companies are proudly dedicated to guaranteeing that everyone has access to reliable energy options through socially, economically and environmentally responsible policies and regulations.

We appreciate your consideration of our input going forward.

Sincerely,





August 5, 2024

VIA EMAIL

Davina Hurt, Board Chair  
Dr. Phillip Fine, Executive Officer  
Bay Area Air Quality Management District  
375 Beale Street, Suite 600  
San Francisco, CA 94105

Email: [Strategicplan@baaqmd.gov](mailto:Strategicplan@baaqmd.gov)

**Re: Bay Area Air Quality Management District Draft Strategic Plan 2024-2029**

Dear Ms. Hurt and Dr. Fine:

The undersigned environmental and environmental justice organizations are submitting these comments on the Draft Bay Area Air Quality Management District's Draft Strategic Plan 2024-2029 ("Strategic Plan"). Each of our organizations has dedicated numerous resources, time, and energy to protecting Bay Area residents from the harmful effects of transportation and industrial pollution, stopping ongoing environmental degradation, and reducing greenhouse gas emissions contributing to climate change. While there are significant portions of the Strategic Plan we support, we submit these comments with the hope that the Air District can improve the plan and catalyze the type of life-saving regulations, like Indirect Source Rules (ISR), we know are necessary to better protect communities and the environment.

We focus our comments on three key recommendations for improving the strategic plan in the following ways:

- Bolstering the Air District's commitment to equity and environmental justice through stronger rulemaking and enforcement;

- Developing rules, like Indirect Source Rules, with clear and aggressive emission reduction targets that can offer better community protection; and,
- Strengthening the Air District’s ability to monitor and collect data on air quality improvements and making the data publicly accessible for greater accountability and transparency when there are failures.

BAAQMD has a history of leading through innovation and solid policy to reduce emissions, like the recently passed Zero-NOx appliance standards — policies that have served as a model for health and climate protective measures statewide. These efforts demonstrate that with a solid strategic plan focused on comprehensive regulations, the agency is poised to significantly reduce air pollution, improve health outcomes for Bay Area residents, and chart a path to a clean air future with broad deployment of zero-emissions technology.

### I. The Strategic Plan Contains Key Building Blocks for Policy to Significant Air Quality Improvements

We are pleased to see community engagement and outreach as a core part of BAAQMD’s commitments in the years ahead. Meaningful community input and engagement are essential if BAAQMD wishes to address past harms and improve air quality for all Bay Area residents. As the Strategic Plan rightly recognizes, “[c]ommunities located near freeways, busy roadways, distribution centers, and large industrial facilities are exposed to relatively higher levels of air pollution than most everyone else in the Bay Area.”<sup>1</sup> The strategic plan offers the foundation for more robust measures to address the most egregious forms of localized air pollution caused by fossil fuel, transportation, tech, and logistics industries. In that vein, we support the Air District’s commitment to further developing the following components in the strategic plan:

- **Addressing Localized Air Quality Harms in Environmental Justice Communities:** The Air District is right to focus on overburdened communities and the impacts of localized levels of harmful pollution on these residents. As the District points out, focusing only on regional attainment misses an opportunity to address the District’s mandate to protect public health comprehensively.
- **Stronger Regulation and Enforcement:** We know that incentives alone will not solve the region’s air pollution problems. We cannot pay our way to cleaner air, nor should we. Breathing clean air should be treated as a fundamental right. Emphasizing strengthening existing regulations and developing more robust measures to reduce emissions from multiple sources is a step in the right direction. Still, these efforts will require allocating adequate resources to staff for rulemaking endeavors. More resources will be necessary to enforce existing and new rules for injunctive relief that will bring preventive public health benefits alongside damages.
- **Access to Public Health Information:** The public should have a right to know whether those responsible for current levels of air pollution in the region are being held accountable and whether air quality is improving where they live. Improving data collection and making it accessible to the public will foster greater community

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<sup>1</sup> Bay Area Air Quality Management District 2024-2029 Strategic Plan, Executive Summary, P.1.

participation, help develop more effective solutions, and ensure greater accountability to meaningfully enforce regulations.

As it develops these concepts further, we strongly encourage the Air District to create comprehensive equity principles that will guide the work in the years ahead. These principles could help create meaningful outreach to residents of heavily impacted communities and generate opportunities to co-design regulatory and investment strategies to improve air quality for all Bay Area residents. The following sections outline our recommendations for improvements to the plan.

## **II. The Strategic Plan should incorporate specific emission reduction goals and a commitment to develop Indirect Source Rules.**

While we appreciate that the Strategic Plan provides a high-level roadmap for the Air District to deploy strategies to address pollution, it is vital to set clear goals for reducing air pollution and improving air quality. The Strategic Plan needs more definitive emission reduction targets and specific measures to achieve a large-scale reduction of some of the harmful criteria pollutants and greenhouse gases impacting the region. While the Strategic Plan outlines various strategies and initiatives to improve air quality, quantifiable emission reduction targets have yet to be set for any of these strategies. The absence of specific numerical targets for emission reduction will make it challenging to measure progress in the years ahead. Therefore, we strongly encourage staff to set emission reduction targets expected from the measures the plan will deploy, with interim milestone targets to ensure the region is on the right trajectory to reduce emissions drastically during the plan's five-year period.

While the Strategic Plan offers a blueprint for action, some measures are more likely to address the region's acute air pollution problems than others. The Strategic Plan should identify measures that could help achieve the region's most significant emission reductions. One such measure is the ISR.

Earlier this year, senior leadership presented to the Stationary Source Committee about the authority for and feasibility of an ISR for the air basin. The presentation highlighted the growth of e-commerce, especially the associated growth in distribution centers and warehouses and their impacts on air pollution.<sup>2</sup> Staff also highlighted the acute impact that indirect sources have on AB 617 communities—making the connection to environmental justice.<sup>3</sup> The Strategic Plan presents an opportunity to prioritize regulations like ISRs to catalyze the transition to zero emissions in some of the most polluting transportation and logistics operations. One area highlighted was the warehousing and logistics industry.

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<sup>2</sup> BAAQMD, Stationary Source Committee Agenda, March 13, 2024, Agenda 6. [https://baaqmd.gov/~media/files/board-of-directors/2024/ssc\\_presentations\\_031324\\_op\\_rv-pdf.pdf?rev=a7ac5ecc5b0e4e918a72ee8f1a06741b&sc\\_lang=en](https://baaqmd.gov/~media/files/board-of-directors/2024/ssc_presentations_031324_op_rv-pdf.pdf?rev=a7ac5ecc5b0e4e918a72ee8f1a06741b&sc_lang=en)

<sup>3</sup> Id.

**a. The Air District should regulate Indirect Sources like Warehouses.**

Warehouses attract emissions sources largely powered through fossil fuel consumption, particularly diesel. Medium-duty trucks and vans, heavy-duty trucks, drayage trucks, heavy-duty yard equipment (forklifts, etc), and even on-site generators often rely on diesel. The constant in-and-out of vehicles and around-the-clock operations means that diesel particulate matter is constantly emitted and impacting nearby communities. Diesel particulate matter is especially harmful to the environment and human health, leading to asthma, respiratory illnesses, and worsening existing heart and lung disease. It significantly impacts young and older adults. These complications increase emergency room visits, hospital admissions, work, and school absences, and premature deaths — all of which already tend to impact communities of color and lower socioeconomic communities more. In addition, warehouses attract sources of benzene, nitrous oxides, carbon monoxide, and ozone, which also contribute to adverse health outcomes and cause environmental harm.

The nine Bay Area counties experience the impacts of warehouses in unique ways. While the sheer number and size of warehouses may be smaller compared to other parts of the state, warehouses in the Bay Area tend to be in already densely populated communities that are often highly impacted by particulate matter pollution. These communities are also disproportionately communities of color, making this an environmental justice issue. According to the Sierra Club analysis of Co-Star and EPA's EJScreen, as of August 2022:

1. The area has 737 warehouses (>100,000 square feet), with another 47 planned or under construction.
2. The average Rentable Building Area of existing warehouses is 191,321 square feet.
3. 95% of these warehouses are located in areas where PM2.5 exposure is above the 75th percentile.<sup>4</sup>
4. 19% of these warehouses are located in areas where diesel PM exposure is above the 75th percentile.<sup>5</sup>
5. The half-mile radius around a given warehouse is home to 2,169 people on average.
6. On average, 74% of the people living within 0.5 miles of a warehouse are people of color.

Logistics industry giants are actively seeking to expand warehousing capacity by developing millions of square feet of warehousing space in the San Francisco Bay Area.<sup>6</sup> With this appetite for growth, there is an urgent need to act before more of these installations take root without

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<sup>4</sup> \*Among warehouses for which Sierra Club has pollution data (where population within a half-mile >0).

<sup>5</sup> Same as above

<sup>6</sup> Examples of large logistics companies expanding their warehouse capacities in the San Francisco Bay Area abound, with one being Prologis announcing development of 1.9 million square feet of warehouse space and an additional 2 million square feet in the planning stages (see <https://www.prologis.com/industrial-properties/united-states/logistics-real-estate-san-francisco-bay-area> ).

zero emissions standards. Rules can help eliminate many of the known air pollution harms that warehouses bring to the region. By transitioning to zero emissions operations and shifting away from diesel and other fossil fuel-powered vehicles and equipment, facilities can drastically reduce air pollution and the associated impacts on local communities. With diesel particulate matter, benzene, NOx, carbon monoxide, and ozone being drawn in less, public health outcomes will improve, as will overall environmental quality.

Moreover, zero emissions technologies, including heavy-duty vehicles, are rapidly improving and becoming increasingly available yearly. Considering the statistics on where warehouses are typically placed, an indirect source rule would considerably improve the outlook for overburdened communities. When taking a cumulative impact analysis, an ISR will help the Air District achieve its goals of reducing the environmental burden on marginalized communities while improving region-wide conditions.

The authority for ISRs is clear. Under the Clean Air Act:

Any State may include in a State implementation plan, but the Administrator may not require as a condition of approval of such plan under this section, any indirect source review program. For purposes of this paragraph, the term “indirect source” means a facility, building, structure, installation, real property, road, or highway which attracts, or may attract, mobile sources of pollution. 42 U.S.C. § 4710(a)(5).

An ISR rule is particularly important as California embarks upon the largest energy infrastructure build-out in recent history to meet our climate goals. During this necessary transition, the Air District plays a critical role in protecting the air quality and health equity interests of environmental justice communities. Without prioritizing equity, the introduction of new manufacturing and supply chain activities could replicate environmental injustice by worsening cumulative health burdens in already overburdened communities. Prioritizing an indirect source rule for warehouses would provide both existing and new industrial actors clarity and certainty while securing an equitable transition for historically marginalized communities.

Regulation of indirect sources can lead to a comprehensive approach for industries, including warehouse owners and operators, to monitor, report, and implement best practices to help the industry transition from burning fossil fuels to clean energy and zero emissions operations. Goods movement operators, cargo owners, and third-party logistics companies have polluted largely without being regulated for decades. This has harmed local communities and regional populations, especially as goods movement traffic has increased. The time is right for BAAQMD to utilize its authority for an ISR to finally address the impact of e-commerce growth, freight traffic, and logistics on local communities.

**b. Indirect Source Rules are already showing promise in other parts of the State.**

Industry-allied lobbyists have been known to mount targeted disinformation campaigns to defeat regulations like ISRs that could address the air pollution impacts from some of the most active

facilities. These same lobbyists claim, without evidence, that these types of regulations harm local economic activity. They are wrong.

The truth is that ISRs work. In the state's largest air basin by population size, indirect source rules are already showing signs of promise — sparking investments in infrastructure and equipment that will help accelerate the transition to zero emissions and paving the way for significant reductions in air pollution. The South Coast Air Quality Management District passed its Warehouse ISR to regulate emissions associated with logistics centers in 2021. Since then, some prominent logistics companies have announced investments in solar panel installation, charging infrastructure for zero-emissions equipment and vehicles, and expanding zero-emissions fleets. In addition to catalyzing investments in zero emissions technology and cleaner operations, the South Coast rule has also led to greater transparency by including reporting requirements.

The rule's greatest benefit comes from the public health benefits the Warehouse ISR is protected to deliver. These benefits include 700 avoided asthma attacks each year, the prevention of 42-49 premature deaths yearly, 2,500-3000 lost work days avoided, and \$3.5 billion in public health benefits over ten years.<sup>7</sup> The rule's mitigation fee component has also generated roughly \$21 million that can be used to support further deployment of zero emissions solutions.<sup>8</sup>

It is also worth mentioning that with the success at SCAQMD, the San Diego Air Pollution Control District is also considering a warehouse ISR of its own. We could see a similar path in the Bay Area with a strong ISR that provides the industry with a clear direction for transitioning to zero emissions while offering flexibility and accountability.

**c. The Elements of a Strong ISR include clear emissions reduction targets, infrastructure, and robust reporting.**

There are many paths the BAAQMD can take towards a strong ISR, but core components are already well known. First, a strong rule will require clear emission reduction targets that set a target date for transitioning facilities to zero-emission operations and setting interim milestones to ensure responsible actors take appropriate action and are on the right trajectory to eliminating harmful emissions. Second, the rule can catalyze the type of infrastructure development and investment to ensure that a path to zero emissions is set. This can come in the form of planning and demonstrated investments to show a facility is taking appropriate steps to transition to zero emissions. Finally, a strong ISR can also include a requirement to monitor emissions accurately

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<sup>7</sup> South Coast Air Quality Management District, Proposed Warehouse Indirect Source Rule Community Meeting Presentation, February 17, 2021, slide 23. Available at: <https://www.aqmd.gov/docs/default-source/planning/fbmsm-docs/warehouse-isr-community-meeting-02-17-2021.pdf?sfvrsn=14>.

<sup>8</sup> South Coast Air Quality Management District, Rule 2305 Implementation Status Report: Warehouse Actions and Investments to Reduce Emissions Program, Item #3 Mobile Source Committee, June 21, 2024, p. 22. Available at: <https://www.aqmd.gov/docs/default-source/Agendas/Mobile-Source/msc-agenda-062124.pdf?sfvrsn=10>

and report data collected to bolster accountability. These records should be made publicly available to allow the most heavily impacted groups to track whether industry actions are delivering results by reducing harmful emissions and charting a path to a zero-emissions future.

### **III. Improving accountability will strengthen the Strategic Plan.**

While the Strategic Plan offers a framework for greater accountability and transparency, there are a few areas where Board priorities and operations can improve.

First, Bay Area environmental justice communities have advocated for seat(s) on the BAAQMD Board for many years. Environmental justice seats are not without precedent in California—Air Districts, like the South Coast Air Quality Management District (SCAQMD), have environmental justice representatives serving on their governing board as full voting members. While BAAQMD has developed an Advisory Committee of local environmental justice advocates, this body is, as the name suggests, only advisory. Supporting local EJ representation on the Air District's governing board will help improve community-led governance. BAAQMD can build community trust more meaningfully by incorporating community members in decision-making.

There are different models to achieve this. For example, the Advisory Committee can select representatives for the Board to support grassroots leadership and community representation or recommend appointments to the Governor's office to ensure experts from impacted communities are represented in decision-making. Community governance should be part of the Strategic Plan to support BAAQMD's desire to center equity and environmental justice.

Second, the Strategic Plan would benefit from having specific commitments to improve enforcement. Rules, regulations, and policies are only effective if BAAQMD consistently and effectively enforces them. Enforcement is one of the Air District's primary tools to protect communities from air pollution and its adverse impacts. A key concern that frontline community members often raise is the lag between incidents, like flaring and enforcement. Streamlining and expediting enforcement will help build trust with the community by showing the Air District taking decisive and quick action to address air permit violations.

Transparency in enforcement processes is also essential for building community trust. By understanding the enforcement process and through strengthened reporting and accurate monitoring, community members can become partners in reporting violations and enforcing rules. Currently, the lag time between reporting and enforcement is long and opaque. Improving the enforcement process will support community trust in the Air District's regulatory ability.

Most importantly, the Air District must seek to methodically move away from solely operating a pay-to-pollute scheme in its enforcement practices. Communities deserve injunctive relief that seeks to address the root causes or risk tolerance for operations that regularly result in violations that endanger the surrounding community.

Third, the Strategic Plan emphasizes supporting citizen air monitoring and data accessibility. To better support this commendable goal, the Plan should include more language about how permittees furnish that information. Currently, there can be significant gaps between incidents

and data provision. Permittees should instead be required to provide data quickly, especially after confirmed or potential air quality violations occur. Residents should be adequately informed to engage in citizen monitoring and heighten accountability meaningfully.

Fourth, we applaud BAAQMD's commitment to rulemaking and seeking measures to tackle the region's air quality issue. Still, BAAQMD should bolster this commitment by increasing rulemaking staff and committing the necessary resources to expedite rulemaking timelines. Expediting the rulemaking process will allow the rule's benefits, like indirect source rules, to relieve overburdened communities.

Finally, there is a real opportunity for the Strategic Plan to deliver on the Air District's stated commitment to equity. As the agency with critical regulatory authority over refineries and other heavy-polluting industrial sites, it is surprising to see the glaring absence of any commitment to Just Transitions in the strategic plan. While the plan may only cover the next five years, we are already seeing the transition of local refineries. Frontline communities have voiced their concerns about these transitions and the continued operations of existing refineries. To best support environmental justice communities, the strategic plan should incorporate an additional core competency for BAAQMD staff and decision-makers under "Goal 2: Advance Environmental Justice" to learn about Just Transitions.

## **Conclusion**

We urge the Bay Area Air Quality Management District to consider and incorporate our recommendations into the final Strategic Plan. Strengthening community engagement, bolstering the commitment to meaningful enforcement for injunctive relief on behalf of environmental justice communities, enhancing monitoring data accessibility, and prioritizing high-impact rulemaking like the development of an ISR are crucial steps toward a cleaner and healthier environment for all Bay Area residents. We look forward to the Air District's continued leadership and innovation in reducing air pollution and improving public health outcomes.

Thank you for considering our input.

Respectfully submitted,



Fernando Gaytan, Sr. Attorney  
Earthjustice

Connie Cho  
Senior Policy Advisor  
Asian Pacific Environmental Network

Aaron Isherwood  
Managing Attorney  
Sierra Club



## California Council for Environmental and Economic Balance

369 Pine Street, Suite 720, San Francisco, CA 94104

(415) 512-7890 | cceeb.org

August 6, 2024

Ms. Idania Zamora  
Assistant Manager, Planning and Climate Protection  
Bay Area Air Quality Management District

Ms. Christy Riviere  
Principal Environmental Planner, Community Engagement and Policy  
Bay Area Air Quality Management District

**Revised Comment Letter** - Submitted electronically to: [strategicplan@baaqmd.gov](mailto:strategicplan@baaqmd.gov)

Dear Ms. Zamora and Ms. Riviere,

Thank you for the opportunity to provide comments on the Draft 2024-2029 Strategic Plan (“Draft Plan”). CCEEB is a nonpartisan, nonprofit coalition of business, labor, and public leaders that advances strategies for a healthy environment and sound economy. CCEEB represents many of the entities that operate in the Bay Area Air Quality Management District (“BAAQMD” or “District”). CCEEB thanks the District for the opportunity to provide comments on the Draft Plan.

### **The Draft Plan should commit Staff to providing adequate review and comment periods.**

CCEEB has consistently advocated that process is important, and we will continue to request that all stakeholders are treated fairly. The Draft Plan states that Staff worked over many months, and that the Draft Plan represents a significant update to the District’s mission and core values.

Unfortunately, after taking the time it needed to prepare the Draft Plan, Staff unnecessarily limited the public review period. We recognize that the BAAQMD management would like to finalize this Plan as quickly as possible but there is no external deadline mandating when the Draft Plan must be considered by the Board. Furthermore, the Draft Plan repeatedly emphasizes how Staff will work more openly and cooperatively with the community – which includes, among others, CCEEB’s members.

Review and comment periods for Staff prepared documents are very important. One important way a public agency can demonstrate openness and cooperation is by providing adequate time for stakeholders to review and comment on Draft Plans, a workshop, or a Board Hearing. Providing less than 30 days to review and comment on such an important document goes against the spirit of the Plan. CCEEB requests that the Strategic Plan add a new commitment to issuing documents in a timely manner and always providing sufficient time for review and comment.

## **CCEEB Comments on Draft 2024-2029 Strategic Plan**

### **CCEEB requests an extension of the comment period to September 6<sup>th</sup>.**

CCEEB first received Draft Plan by email the day before the July 4<sup>th</sup> weekend and it was posted to the website on July 8<sup>th</sup>. The District held workshops on July 30<sup>th</sup> and August 1<sup>st</sup>, and set a comment deadline of August 5<sup>th</sup>, which is less than 30 days from the date it posted the Draft Plan on the website. Since the District provided insufficient time for a thorough review, CCEEB requested that the District extend the comment period until September 6, 2024. CCEEB reiterates it's request that additional review time be provided for all stakeholders.

CCEEB is submitting these initial comments in order to comply with the current August 5<sup>th</sup> deadline. We may have additional comments if the District extends the comment period beyond August 5<sup>th</sup> or if we learn new information during our continued review and consideration of the Draft Plan.

### **CCEEB requests that the Strategic Plan contain a more balanced characterization of industry.**

CCEEB members are key partners with the District and the communities they operate in, and many of our members live in the communities where their facilities are located. The Draft Plan uses language that villainizes industry by assigning the characterization of “illegal air polluters” who produce “illegal pollution”. This type of language does not encourage meaningful collaboration, and further exacerbates perceptions of distrust. CCEEB requests that the final Strategic Plan use a more balanced characterization of the industries that work every day to provide jobs, produce necessary services, and ensure compliance with the regulations promulgated by the BAAQMD.

CCEEB also wants to highlight that ‘economic leakage’ – good jobs and entire businesses leaving California - is occurring at an alarming rate. Businesses are choosing to leave the Bay Area and California because of already widespread and still growing perceptions that California is an unfriendly place to operate a business. This trend is harmful to the regional and State economy but just as importantly it is likely to be harmful to the environment because the most likely scenario is that businesses leaving California are relocating to states that have less protective environmental regulations.

### **All interested and impacted stakeholders should be invited to activities related to implementing the Strategic Plan.**

Some of the language in the Draft Plan could lead readers to believe that not all stakeholders will be invited to participate in the development of some of the strategies. CCEEB requests that the Strategic Plan encourage ALL interested and impacted stakeholders, including the regulated industries, to participate in every aspect of Plan implementation.

## **CCEEB Comments on Draft 2024-2029 Strategic Plan**

### **CCEEB requests that the District clarify the scope of the outreach that occurred while preparing the Draft Plan.**

The Draft Plan states that it was developed through a collaborative process with various parties and organizations, including “representatives from regulated industries, ...” CCEEB and its members are unaware of this outreach. CCEEB asks the District to review its outreach and clarify the type of outreach that occurred.

### **CCEEB encourages Staff to remain focused on its core responsibilities as it implements the Strategic Plan.**

While the Strategic Plan is meaningful, the District’s primary responsibility is to promulgate air quality regulations, issue permits in a timely manner, and enforce those regulations in an effective and efficient way. CCEEB and its members are happy that the Draft Plan recognizes the importance of this “core work” on page 7, and we look forward to continued engagement on the goals and strategies of the Strategic Plan. We also emphasize that preparing and implementing the Strategic Plan should not detract or further delay the District’s core responsibilities.

### **CCEEB requests that the Strategic Plan contain priorities and timelines.**

CCEEB recommends that the Final Plan contain some form of timeline or prioritization. Without such a timeline, it appears that all strategies will be pursued immediately and simultaneously.

### **Comments on Strategy 4.1 Timely Permits, Strategy 4.2 Transparent Permit Process, and Strategy 4.3 Consistent Permits**

CCEEB supports the permitting strategies outlined in the Draft Plan and thanks the District for committing to improve the permitting processes. Permit acceleration is of utmost importance to CCEEB’s members, especially when many of the permits include emission reductions elements. CCEEB requests that the Plan prioritize these Strategies in order to increase transparency for both regulated entities and communities. Furthermore, the Plan should commit the District to establishing guidelines for which types of projects qualify for accelerated permitting regardless of source category.

### **Comments on Strategy 1.3 - Minimize Flaring**

While the Draft Plan states that it was developed through a collaborative process with various parties and organizations, including “representatives from regulated industries, ...”, neither CCEEB nor its members, to our recollection, were asked to discuss options to reduce flaring with Staff before Strategy 1.3 was issued in the Draft Plan.

The District has already adopted some of the most stringent flaring regulations in the US, and as recently as April 2022 has recognized that flaring is utilized primarily as safety device.

## CCEEB Comments on Draft 2024-2029 Strategic Plan

*“One example of control technology that reduces methane as a co-benefit of reducing other air contaminants is a flare. Refinery flares are primarily used as a safety device, not as control equipment, to reduce gases that often may include a mixture of gases including volatile organic compounds, toxic air contaminants, oxides of nitrogen, sulfur oxides and methane...If operated correctly, refinery flares destroy total organic compound emissions at a minimum 98 percent control efficiency.”<sup>1</sup> (emphasis added) ([Final Staff Report for Regulation 13, Rule 5](#), page 20.)*

CCEEB recognizes that the District will consider both non-regulatory and regulatory strategies and did not limit the options to new regulations. CCEEB recommends the following edits to the Draft Plan.

“Flaring, which occurs primarily for safety reasons, involves visible flames, smoke, and odors from tall smokestacks that have a burner, used to destroy gases produced at industrial sources such as refineries, sulfur recovery plants, and hydrogen production plants.” (page 36)

“The District recognizes that [f]Flare systems should be are operated primarily as last-resort safety devices.” (page 36)

“In updating these ~~regulations~~ regulatory and/or non-regulatory options, we will consider health impacts, safety, better enforceability, and more stringent flaring requirements, as described in Strategy 1.2 Stronger Regulations.” (page 36)

In addition, we reiterate our earlier objection to the characterization of “illegal emissions”, a term that is used on page 36.

CCEEB questions the efficacy of further controls of flaring and requests a conversation with Staff, including Executive Staff, before Strategy 1.3 is included in the Final Strategic Plan.

### Comments on Strategy 2.11 - Cumulative Health Impacts

CCEEB and its members look forward to working with all interested stakeholders and the District as it considers new activities, tools, procedures, and policies related to cumulative impacts. CCEEB expects the District to go through a technical and methodological process that engages a robust discussion at the Advisory Council, and we plan to participate in those conversations. We also want to make sure that all stakeholders are invited to participate in actions related to new cumulative impacts that occur outside of the Advisory Council.

CCEEB as an organization is centered around the balance between the environment and the economy. We therefore encourage the District to consider economic impacts on health at all venues, including the Advisory Council, where the District considers policies related to cumulative impacts.

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<sup>1</sup> BAAQMD. “Final Staff Report, Proposed New Rule 13-5 and Proposed Amendments to Rule 8-2.” April, 2022. P.20.

## **CCEEB Comments on Draft 2024-2029 Strategic Plan**

There are likely health impacts incurred by regressive economic effects of climate and multi-pollutant strategies which call for fundamental restructuring of both large and small sectors of the economy. Indeed, as witnessed in the aftermath of the Marathon Petroleum facility shutdown in Contra Costa County, 345 unionized workers were laid off. Former Marathon workers find themselves in jobs that pay \$12 per hour less than their Marathon jobs, a 24% cut in pay. The median hourly wage at Marathon was \$50, compared to a post-layoff median of \$38<sup>2</sup>. A considerable level of wage inequality defines the post-layoff wages of former refinery workers, which certainly could negatively contribute to cumulative health impacts in that community. In addition, the stores, vendors and suppliers to the proximity of the facilities were also impacted.

CCEEB urges the District to incorporate economic impact analysis into cumulative health impacts, particularly in terms of workforce displacement and higher household energy and transportation costs. This analysis could then be used to look at potential health impacts and identify which groups and individuals are most likely to be harmed. This, in turn, could help inform rule design and supportive policies meant to minimize negative and inequitable outcomes as much as possible.

### **Comments on Strategy 1.1 - Change Approach to Air Quality**

CCEEB and its members look forward to working with all interested stakeholders and the District as it considers new policies, analyzes existing data, performs new computer modeling related to air quality, and develops/implements tools to for local air pollution data collection.

### **Comments on Strategy 1.2 - Stronger Regulations**

Over the last 50 years the District has promulgated some of the nation's strongest air quality regulations. While CCEEB recognizes that even more can be accomplished, BAAQMD is not starting from scratch in terms of regulating air quality. A tremendous amount of work has led to this point and the air pollution sources in the Bay Area are some of the cleanest in the US. The Draft Plan should recognize the District's and industry's accomplishments to date, and we recommend that the Plan contain a summary or a table of the currently enacted rules to provide perspective.

### **Comments on Strategy 1.5 Enhance Violation Investigations, Strategy 1.6 New Enforcement Policy, Strategy 1.7 New Climate Solutions**

CCEEB and its members look forward to working with all interested stakeholders and the District as it considers develops new procedures related to Strategy 1.5, 1.6, or 1.7.

CCEEB thanks the District for their time and consideration of our comments. We look forward to further information related to metrics, timelines, and action plans, and to working with you on

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<sup>2</sup> Parks, Virginia, and Ian Baran. 2023. "Fossil fuel layoff: The economic and employment effects of a refinery closure on workers in the Bay Area." Berkeley, CA: UC Berkeley Labor Center.

## CCEEB Comments on Draft 2024-2029 Strategic Plan

this important effort. Should you have any questions, please contact me at [timc@cceb.org](mailto:timc@cceb.org) or Allegra Curiel at [allegrac@cceb.org](mailto:allegrac@cceb.org) or Peter Okurowski at [petero@cceb.org](mailto:petero@cceb.org)

Sincerely,



Tim Carmichael  
President

cc:

Peter Okurowski, CCEEB  
Allegra Curiel, CCEEB

## Response to Public Comments on Draft *2024-2029 Strategic Plan* Comment summaries and responses by key topic

### **Executive Summary**

The Draft *2024-2029 Strategic Plan* was released by the Bay Area Air Quality Management District on July 3, 2024, with a public comment period through August 5, 2024. Overall, comments expressed broad support for the plan and its focus on environmental justice. There also were multiple comments showing interest and providing novel ideas for the implementation of the plan. We have summarized comments received and our response by key topic below.

### **Climate change**

One commenter expressed support for our collaborative work with state, regional, and local governments to develop regional solutions to climate change through a regional plan. We thank the commenter for their support.

The same commenter also suggested that the Air District should do more to support installing appliances that do not use fossil fuels. We acknowledge the importance of supporting the installation of appliances that do not add to air pollution. We are taking steps to support an equitable transition to cleaner water heaters and space heaters. These programs are among our early implementation actions mentioned in the Actions Underway section of Chapter 4, Accountability through Action.

Another commenter recommended stronger methane regulations as a strategy to reduce emissions of gases contributing to climate change. In Strategy 1.7 New Climate Solutions, we commit to maximize climate change benefits of our regulations. We clarify in the strategic plan that these benefits would result from reducing emissions of any greenhouse gases, not only carbon dioxide.

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### **Community Engagement**

We received several comments about community engagement, covering issues ranging from the importance of understanding individual communities to questions about community leadership. A commenter requested that the Air District develop a strategy for tailored community engagement to ensure community engagement efforts meet the needs of each community. Another commenter asked for more clarity on whom the Air District identifies as community leaders among its partners. Commenters requested engagement that is more meaningful, while others asked for clarity on what we mean by ensuring communities are meaningfully heard.

These concerns will be addressed through the actions we commit to in **Strategy 2.6 Talk with Communities**, which include developing a structured program to meet regularly with community members to discuss air pollution in their neighborhoods and sharing information about air monitoring activities and data. As part of this effort, the Air District's Chair has recently begun Clean Air Talks, visiting local communities in neighborhood spaces, like libraries and community centers, increasing accessibility and visibility of the Air District's work.

A commenter requested more information about how communities will be involved in making decisions about spending penalty funds directed at impacted communities. This question will be addressed as we implement **Strategy 2.8 Community-Directed Funds** in the coming months. Others recommended that the Air District identify opportunities for community engagement during implementation of the strategic plan in many areas including permitting and policy decisions. We appreciate commenters' interest in implementation, and we commit to identifying these opportunities as we implement the strategies.

Finally, Earthjustice recommended that the Air District have one or more environmental justice seats on its Board of Directors, as is the case at South Coast Air Quality Management District. We note that state legislation would be required to effect this change and that pursuing this legislation is not one of our current legislative priorities.

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## **Compliance and Enforcement**

We received several comments about the importance of strengthening our enforcement program and practices. Commenters requested specific commitments to improve enforcement, including shortening the length of time between finding a violation and initiating an enforcement response. **Strategy 4.5 Improve Compliance Investigations** includes a commitment to streamline the process inspectors use to document violations. We believe that streamlining will result in faster enforcement responses following inspections; we edited the strategic plan to make that clear.

Some commenters raised specific responses they would like to see in cases of repeat violations of our air quality regulations. While we cannot commit to taking specific enforcement actions in particular circumstances, we will implement **Strategy 1.6 New Enforcement Policy** to increase our transparency and accountability in how we enforce our regulations including how we treat repeated violations and how we consider injunctive relief. Developing the new enforcement policy will be a collaborative process that includes communities, regulated industry, labor, and others interested in this topic. Further, we agree with commenters who are concerned about the cap on penalties we may assess, which, in the case of violations of State and Air District regulations and permits, is set by

state law. Therefore, we commit in **Strategy 2.9 Address Legal Barriers** to working toward changing state law that limits the amount of these penalties.

We also received comments about the data that industry provides to the Air District and the public, with one commenter questioning whether the Air District verifies the data used to show compliance, especially regarding refineries' flaring events, and another recommending that regulations should require data to be reported in real-time or closer to real-time than is now the case. These comments will be addressed through our implementation of **Strategy 4.5 Improve Compliance Investigations**, and as we consider whether and how to strengthen regulations as part of **Strategies 1.2 Stronger Regulations** and **1.3 Minimize Flaring**.

Improved data accessibility will be addressed as we implement **Strategy 2.3 Make Data Accessible**.

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### **Data, data accessibility, and air and emissions monitoring**

Several commenters expressed support for **Strategy 2.3 Make Data Accessible** and emphasized that early actions should be prioritized. We agree, and we will take steps to make data more accessible early in the implementation of the plan. We also agree with commenters that it is imperative that the Air District meet regularly with communities to share information about air monitoring and air quality data, and we commit to doing so as we implement **Strategy 2.6 Talk with Communities**. Building community capacity to collect actionable air pollution data is a high priority for the Air District, and its importance was noted by commenters. We have begun work in this area through early implementation of **Strategy 2.2 Collect Community Data**, particularly in the refinery corridor.

Others noted that data accessibility is particularly important during and after incidents affecting communities and that the Air District needs to verify and quickly make available air quality data during incidents. We include in **Strategy 4.8 Air Quality Incidents** a commitment to work with communities, industry, local agencies, and others to better assess impacts from air emissions during facility incidents and our systems that notify communities about the air pollution affecting them. The Board of Directors approved actions to improve our response to air quality incidents, and we commit to prioritizing these actions.

Finally, some commenters recommended specific approaches to air quality monitoring and data collection that will be addressed during implementation of the plan. For example, the Benicia Community Air Monitoring Program suggested that the Air District install a new air monitoring station in each refinery community, as it did in Benicia. The Air District continues to develop multi-pollutant air monitoring stations near each refinery by installing new stations or expanding existing ones, under the commitments for air monitoring in

communities near refineries. We also commit in **Strategy 4.4 Improve Air Monitoring** to evaluating the long-term regulatory air monitoring network and, in doing so, we will consider whether new air monitoring stations are needed and whether existing monitors should be re-located or consolidated with existing stations. We also received comments about increasing mobile air monitoring and we commit to continuing our mobile air monitoring efforts and to keeping the public informed about this work and its results. Community-driven and source-oriented air monitoring efforts, including mobile air monitoring, will be implemented through **Strategy 2.7 Understanding Local Air Pollution**.

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### **Economic/Socioeconomic Impacts**

Some commenters, including the Western States Petroleum Association and the California Council for Environmental and Economic Balance (CCEEB), noticed a lack of attention to economic matters in the draft strategic plan. They noted that while the focus on environmental justice is appropriate, mentioning economy only once in the entire plan seems unreasonable.

CCEEB also suggested exploring trends in business impacts – changes to jobs and the business climate in general – to see if and how these changes may impact not only the economy of the region and state, but also potentially be harmful to the environment. They also encouraged us to incorporate economic impact analysis into cumulative health impacts, particularly in terms of workforce displacement and higher household energy and transportation costs.

The Air District is mindful of the economic impacts of our work and addresses these impacts with a socioeconomic analysis of every proposed change to our regulations. The costs on the economy are considered along with public health benefits when the Board of Directors makes policy determinations.

As California transitions away from fossil fuels for transportation, there could be economic impacts on refinery communities. We welcome deeper discussions on equitable and just transitions with community advocates, labor representatives and industry. We have already committed to do so as part of the *Path to Clean Air* plan for the Richmond-North Richmond-San Pablo AB 617 community.

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### **Health Data**

Commenters requested that the Air District advocate for more funding to support gathering public health data and connecting it to air pollution exposures. One commenter suggested that we find linkages between **Strategies 2.2 Collect Community Data** and **2.4**

**Community Health Data**, so that people are more engaged in both collecting data and understanding the effects of air pollutant exposures on health outcomes, while another suggested that health effects of fine particulates and toxic air contaminants should be studied and explained. We agree and thank the commenter for raising the issue. We will consider these suggestions as we implement the Strategic Plan.

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### **Health Risk Assessments**

A commenter requested that the Air District review the work of the state agencies responsible for providing guidance on health risk assessments (HRAs) to ensure that the guidance is adequately health protective. The commenter goes on to emphasize that AB 617 communities need HRAs to continue to improve, as they are critical in analyzing how to improve community members' health and to build trust with them. The Air District appreciates the opportunity to confirm that we engage with the California Office of Environmental Health Hazard Assessment and the California Air Resources Board on HRA methodology and will continue to work with them on improving the technical underpinnings of this work.

Other commenters strongly opposed having refineries or other facilities conduct health risk assessments or supply health risk assessments carried out by their contractors. According to these commenters, the Air District should instead conduct and/or verify these analyses.

The Air District appreciates the commenters' concerns regarding refineries and other facilities conducting health risk assessments. Any facility health risk assessment that is submitted to the Air District for regulatory purposes must follow stringent, thorough, and prescriptive Air District and California guidelines for each aspect of the health risk assessment including the emissions inventory assessment, air dispersion modeling analyses, and health risk calculations. The Air District will scrutinize all information proposed by facilities for any regulatory health risk assessments submitted to the Air District to ensure that the health risk assessment meets these health-protective Air District and California guidelines. This approach is reflected in California's AB 2588 Air Toxic "Hot Spots" Program. Furthermore, under Rule 11-18, any health risk assessment submitted to the Air District can be reviewed and commented upon by the public before being approved.

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### **Indirect Source Rule**

Commenters, including Earthjustice and Communities for a Better Environment (CBE), recommend that the Air District commit to address air pollution from indirect sources of air pollution, which are facilities that generate emissions from mobile sources due to their operations, like warehouses, railyards, and ports. They note that regulating these sources

through an indirect source rule (ISR) can help protect communities by setting emission reduction targets that the facilities can achieve in a variety of ways, thereby benefiting residents of nearby communities. Further, they note that the South Coast Air Quality Management District recently adopted an ISR that applies to warehouses and suggest that this Air District do so as well.

We thank the commenters for this recommendation. **Strategy 1.2 Stronger Regulations** commits to developing stronger regulations on activities contributing most to local air pollution disparities and to reviewing our regulations regularly. In response to the comments, we clarify in the strategic plan that, in implementing **Strategy 1.2**, we will prioritize developing regulations that provide the greatest benefit to communities, including consideration of an indirect source rule.

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## **Just Transition**

We received comments requesting that the strategic plan include commitments to justly transition from fossil fuels to more clean energy alternatives, i.e., “just transition.” Commenters including CBE indicated they would like commitments to develop employee competency in just transition and policies that facilitate it, including principles outlined in the recent Air District Board adopted in Richmond-North Richmond-San Pablo’s *Path to Clean Air*. Commenters believe that a just transition policy should include the creation of economic benefits and workforce opportunities for communities located near refineries and the prevention of new air pollution sources that transition from fossil fuels. Commenters would also like a strategy to develop long-term partnerships to facilitate discussions of just transition.

The *Path to Clean Air Community Emissions Reduction Plan* includes a Just Transition strategy (Strategy #1: Move Towards a Just Transition) that lays foundational steps towards a Just Transition, with a focus on the Richmond Chevron Refinery. A Just Transition Subcommittee will be formed to work together towards a shared understanding of a Just Transition, articulated as principles and criteria, that may be used in the future to inform governmental policymaking and rulemaking. We added language to the strategic plan to reflect this commitment.

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## **Outreach and communication**

We received several comments regarding a need for more robust outreach on the draft *2024-2029 Strategic Plan* and during its implementation. Commenters wanted broader stakeholder involvement, simultaneous interpretation and translation of the plan, and better social media presence. Commenters also asked about the scope of outreach that occurred while preparing the draft strategic plan and requested we extend the deadline for comments.

At the start of developing the draft plan in fall 2023, we surveyed more than 60 partners, including nongovernmental organizations, community groups and individuals, industry groups, and all levels of government with whom we regularly work. We gave public updates about the plan’s progress at public meetings of our Board of Directors and the Community Advisory Council from January through July 2024.

When the draft plan was ready for distribution, we notified more than 6,000 individuals and groups about the plan’s availability on our public website. We provided a 30-day public comment period, during which we offered both online and in-person workshops. We became aware late in the comment period that some groups were not notified as intended, and while we didn’t extend the formal written comment period, we added several additional, targeted online workshops and meetings after the formal comment period had closed. Comments received in these additional meetings have been considered as we finalized the draft strategic plan.

In response to the comments about translation, the Air District recently released its *Plan for Language Services to Limited English Proficient Populations* to help improve and increase availability of services and documents in several languages.

Commenters also asked for more information about the strategies the Air District plans to use in implementing **Strategy 4.6 Inspire Action** and recommended more effective use of social media, including to inform communities that do not have high levels of air pollution about disparities across the Bay Area. We list in **Strategy 4.6** the means we intend to use as we enhance our communication and outreach, including targeting social media campaigns toward young people and carrying out advertising and social media campaigns that educate and inform people about actions they can take to reduce air pollution. We appreciate the idea of educating the public about the disparities in local pollution and health impacts, and we will incorporate that content into our outreach as appropriate.

In addition, to gather ongoing feedback from community members, the Air District Chair will begin conducting listening sessions in September 2024 at local libraries and community centers around the Bay Area once a month.

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## Flaring

Several commenters mentioned concerns with **Strategy 1.3 Minimize Flaring**. A common theme was the need for collaboration among the Air District and all interested parties as we consider options for minimizing flaring. We commit to robust engagement throughout the process.

In addition, CBE offered suggestions on considerations we should include, such as issues related to flaring in hydrogen production and biofuel production. Jeffrey Kilbreth, among others, questioned whether reporting requirements about flaring events are stringent enough. CCEEB stated that the Air District’s flaring regulations are among the most stringent in the country, reminded the Air District that flaring is necessary for safety purposes, and requested that we make the purpose of flaring clearer in the narrative.

In response to these comments, we clarified **Strategy 1.3** to indicate that considering options to minimize flaring will be done through a collaborative process, and that changing our regulations is one of several options that will be considered.

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## Permitting

Commenters expressed support for our three strategies to improving permitting, **Strategies 4.1 Timely Permits, 4.2 Transparent Permit Process, and 4.3 Consistent Permits.**

CCEEB asked that the Air District prioritize these strategies and establish guidelines for accelerating permits. We are prioritizing the permitting strategies, as noted in Chapter 4, and we acknowledge the request to include such guidelines in our implementation of **Strategy 4.1.**

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## Additional comments

There were multiple comments outside of the themes outlined above. A few commenters expressed desire to see specific implementation actions, along with prioritization and timelines, as well as broader engagement during implementation planning. Commenters also called for implementation actions focused on stronger rulemaking and enforcement, timely permitting, and local air measurements. The Air District has already begun developing action plans, initiatives, and programs to advance the strategies in the plan and ensure we honor our commitments. These action plans will also include performance timelines, milestones, metrics, and targets.

There were a few comments asking for clarification or tone revisions. For example, we made changes to the strategic plan to differentiate statements made by others from those of the Air District. We also revised language referring to industry as “illegal polluters,” where appropriate.

Finally, we thank commenters who provided support and positive feedback for various aspects of the draft strategic plan including its framework, its focus on communities

overburdened by air pollution and the impacts of local air pollution on residents, and the efforts to increase internal cohesion and coordination internally to help implement the plan.

# 2024-2029 Strategic Plan

Board of Directors Meeting  
September 4, 2024

Philip M. Fine, Ph.D.  
Executive Officer/  
Air Pollution Control Officer



# 2024-2029 Strategic Plan

*"To me, environmental justice is a question about who gets the dignity of shade from a big, beautiful tree on a hot summer day."*

*- Michael Tubbs*

# Agenda

- Strategic Plan Development
- Strategic Plan Overview
- Goal Highlights
- Draft Plan Feedback
- Implementation



# Strategic Plan Development

## Why a Strategic Plan?

- Align Board of Directors, Community Advisory Council, staff, and public on mission, values, and vision.
- Set goals and objectives for next 5 years and align resources to support these through annual budget process.
- Guide Board of Directors, committees, councils, and employees in their work and decision-making.
- Provide a tool for accountability and for the public to track progress and communicate feedback.

## Why focus on Environmental Justice?

- Many low-income, communities of color experience relatively higher air pollution than rest of region.
- Work with AB 617 communities, Community Advisory Council (CAC) and others has inspired a shift in focus for agency.
- Plan demonstrates commitment to work with communities to reduce disparities in exposure to air pollution.
- CAC Environmental Justice Priorities inform plan goals and strategies.

# Aligning Environmental Justice (EJ) Priorities with Strategic Plan



# Plan Development

- Beginning in fall 2023, engaged staff through visioning exercises, workshops, and staff leads.
- Surveyed 60+ partners: community, industry, and government agencies.
- Collaborated closely with Board Strategic Planning Ad Hoc.
- 2024 Board retreat focused on community work and strategic plan.
- Worked with CAC EJ Policy Ad Hoc to align plan with EJ priorities; discussed plan at all 2024 CAC meetings.

# Strategic Plan Overview

# Mission

The Air District improves air quality to protect public health, reduce historical and current environmental inequities, and mitigate climate change and its impacts.

# Core Values

- Environmental Justice
- Equity
- Integrity
- Partnership
- Transparency
- Trust

## 5-Year Vision

Over the next 5 years, the Air District will transform its workforce, operations, community engagement, and programs to improve air quality, increase public trust, and demonstrate leadership in equity-centered environmental stewardship.

# Environmental Justice Priorities\*

1. Advance Environmental Justice
2. Provide Meaningful Agency Support
3. Incorporate Environmental Justice into Core Functions
4. Implement Environmental Justice Best Practices and Innovation
5. Communicate with Clarity, Transparency, and Integrity
6. Grow the Capacity of Staff and Board Members to Integrate Environmental Justice
7. Grow the Capacity of Environmental Justice Communities and Organizations
8. Seek Appropriate Legal Remedies and Coordinate with Environmental Justice Communities
9. Provide Technical Assistance to Local Governments

*\*Adopted by the Air District's Community Advisory Council; full priorities can be found in draft plan, Chapter 2*

# Strategic Plan Framework

## MISSION

The Air District improves air quality to protect public health, reduce historical and current environmental inequities, and mitigate climate change and its impacts.

## CORE VALUES



## 5-YEAR VISION

Over the next 5 years, the Air District will transform its workforce, operations, community engagement, and programs to improve air quality, increase public trust, and demonstrate leadership in equity-centered environmental stewardship.

## Environmental Justice Priorities

## 5-YEAR GOALS



# Goal Highlights





# Goal 1: Achieve Impact

- Reduce health impacts of air pollution
- Hold violators accountable
- Mitigate climate change and its impacts

## Sample Commitments to Action

- With community partners, determine which sources cause highest level of pollution and actions to take.
- Update regulations to ensure health protection and stringency.
- Increase inspections and monitoring where flaring occurs.
- Develop enforcement policy that considers environmental justice principles and community perspectives.
- Develop regional climate plan.



## Goal 2: Advance Environmental Justice

- Build partnership and community capacity
- Identify disparities
- Reduce disparities

### Sample Commitments to Action

- Expand community partnership models to other communities impacted by air pollution.
- Provide community with air quality and health data, data collection tools, and training.
- Improve the transparency of complaint outcomes.
- Meet regularly with community members on compliance and enforcement activities.



## Goal 3: Foster Cohesion & Inclusion

- Embody diversity, equity, inclusion, and belonging
- Become *One Air District*

### Sample Commitments to Action

- Establish recruitment, hiring, retention, and advancement policies and practices that promote diversity and inclusion and remove any structural biases.
- Conduct annual diversity and unconscious bias training for all levels of the organization.
- Add advancing environmental justice and equity as a core competency in performance reviews.



## Goal 4: Be Effective, Accountable, and Customer-Oriented

- Improve permitting, monitoring, and enforcement
- Build relationships and enhance communications
- Be accountable

### Sample Commitments to Action

- Target inspections and other compliance activities where they are most needed.
- Increase social media presence to expand youth outreach and engage young people.
- Strengthen internal organizational knowledge and communication skills so people experience the highest level of service.
- Create measurable performance outcomes for each strategy and associated action.

# Draft Plan Feedback



## Draft Plan Engagement

- Draft plan released on July 3
- Community Advisory Council meeting on July 25
- Public workshops:
  - Virtual: July 30; Open House: Aug 1
- Public comment period thru Aug 5
- Additional conversations and virtual workshops with community and industry

# Public Comments

- Broad support, positive feedback.
- Key topics:
  - Climate change
  - Community engagement
  - Compliance and enforcement
  - Data, data accessibility and air monitoring
  - Economic/socioeconomic impacts
  - Health data
  - Health risk assessments
  - Indirect source rule
  - Just transition
  - Outreach and communication
  - Flaring
  - Permitting

“*The Air District is right to focus on overburdened communities and the impacts of localized levels of harmful pollution on these residents. As the District points out, focusing only on regional attainment misses an opportunity to address the District’s mandate to protect public health comprehensively.*” - Earthjustice

## Additional Conversations

- Broad agreement on environmental justice focus.
- Remarks mostly focused on implementation:
  - Expand and be creative with outreach
  - Regularly share information; ensure it's accessible
  - Increase enforcement
  - Ensure diverse workforce; hire from community
  - Engage and train youth
  - Involve AB 617 communities in implementation

# Changes to Plan

- Few substantive changes in response to comments
  - Improved customer service strategy to address community concerns
  - Reaffirmed commitments made in adopted community emissions reduction plans
  - Added commitment to expand engagement to reach more community members
  - Committed to using plain language, especially when following up on complaints
- Other changes
  - Tone adjustments, clarifications, additional details in strategies and commitments, copy edits



# Implementation

## Next Steps

- Put supporting infrastructure into place
- Develop action plans
- Align next budget cycle with goals and strategies
- New strategic plan website will show progress through performance metrics
- Report annually

## Actions Underway

- Changing approach to air quality
- Better responding to air quality incidents
- Stronger regulations
- Minimizing flaring
- Climate solutions
- Understanding local air pollution
- Improving the permitting process
- Improving air quality monitoring
- New policy for directing penalty funds to community
- Recognizing employees and supporting their development



Thank you!

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

Memorandum

To: Chairperson Davina Hurt and Members  
of the Board of Directors

From: Philip M. Fine  
Executive Officer/APCO

Date: September 4, 2024

Re: Diversity, Equity and Inclusion (DEI) Initiatives and Action Plan

RECOMMENDED ACTION

None; no action requested at this time.

BACKGROUND

The Diversity, Equity & Inclusion Office guides and supports staff in developing and refining internal programs, processes, and practices that advance diversity, equity, and inclusion initiatives. As an agency, the Air District is committed to creating a diverse, equitable, and inclusive organization that reflects the communities we serve. In alignment with the draft *2024-2029 Strategic Plan*, specifically Strategies 3.1 and 3.2, we are introducing several key programs and initiatives aimed at fostering diversity within our workforce and operations. These actions are designed to advance our commitment to environmental justice, promote diversity in hiring and procurement, and ensure that all employees have access to professional development opportunities that support their growth and success.

DISCUSSION

The Diversity, Equity, and Inclusion Office (DEI Office) is developing an action plan to support efforts that support diversity, equity, inclusion, and belonging. Below is a list of the proposed actions:

**(1) Air District Environmental Justice Scholarship and Internship/Fellowship Program:** This will be a new program designed to cultivate a diverse, skilled, and environmentally conscious workforce that reflects the communities we serve. This program embodies our commitment to advancing environmental justice and promoting diversity within our organization, aligning with Strategy 3.1 of our draft *2024-2029 Strategic Plan*, which emphasizes building a diverse workforce to instill community trust and develop better solutions to air quality problems.

The program aims to support students and early-career professionals from underrepresented backgrounds who are dedicated to improving air quality, public health, and environmental justice in the Bay Area.

The **scholarship component** is open to entering and continuing undergraduate students who are Bay Area residents, with preference given to those from historically underrepresented communities. Scholarship funds will cover a portion of educational and living expenses.

The internship/**fellowship component** is designed for undergraduates, graduate students or early-career professionals. Internships will build upon our current summer program with a new focus on diversity and underrepresented communities. Fellows will gain longer-term hands-on experience with the Air District and receive competitive salaries, professional development, and mentorship opportunities. Scholarship recipients will be given priority consideration for internship/fellowship opportunities.

The program's impact will be measured by the number of participants who complete the program and pursue careers in environmental justice, air quality, and related fields. We will also assess the diversity of our applicant pool and the program's effectiveness in fostering a more inclusive workforce at the Air District.

The scholarship program will be further developed in the coming months and is expected to be operational by the start of the 2025 academic year, with applications for the program opening in early 2025. Efforts to expand the program in 2026 will seek contributions from private sector partners committed to supporting diversity, equity, and environmental justice. The current internship program will incorporate changes to advance diversity for the summer 2025 session, with additional improvements planned for summer of 2026. The fellowship program will require negotiating with the Employee Association to expand the number of hours interns and fellows may work.

**(2) Air District's Supplier Diversity Initiative.** Supplier diversity is a proactive process that seeks to create a supplier base that reflects the diverse communities in which we do business while promoting economic empowerment. This effort aims to diversify the suppliers involved in our procurement processes in alignment with Strategy 3.2 of the draft *2024-2029 Strategic Plan*, which focuses on creating a welcoming and inclusive environment that values diversity. This initiative is designed to actively engage minority-owned, women-owned, veteran-owned, and other underrepresented businesses, ensuring that the results of our procurement practices reflect the diverse communities we serve.

The initiative will begin with developing a Supplier Diversity Handbook by mid-2025, setting clear goals for increasing the participation of diverse suppliers. This will be followed by targeted outreach and engagement activities starting in late 2025, including workshops, networking events, and training sessions to equip diverse suppliers with the tools they need to participate in our procurement processes. Changes to our procurement policies and procedures may also be needed to successfully implement this initiative.

In early 2026, we will enhance the Air District’s supplier database to include certified diverse-owned business enterprises, ensuring they are considered in all relevant procurement opportunities. Concurrently, we will establish partnerships with local and regional organizations that support diverse businesses, providing these businesses with the necessary resources and support.

Training for procurement staff on the importance of supplier diversity will also be conducted and will establish key performance indicators to monitor progress. Regular reporting will ensure transparency and accountability are maintained throughout the implementation process.

The Supplier Diversity Initiative will be fully integrated into our procurement processes by the end of 2026. This effort will increase the participation of diverse suppliers and strengthen community trust and further our commitment to equity and inclusion across all Air District operations.

**(3) Air District's Internal Diversity, Equity and Inclusion (DEI) Training Program.** This program will be a pivotal component of our commitment to building a diverse, equitable, and inclusive workplace in alignment with Strategy 3.2 of the draft *2024-2029 Strategic Plan*. The Internal DEI Training Program is designed to ensure that every employee, from entry-level staff to senior leadership, is well-versed in the principles of DEI and can apply them in their daily work and interactions.

The training will encompass a broad range of DEI topics, including but not limited to:

- **Implicit Bias:** Understanding how subconscious biases can influence decision-making interactions and learning strategies to mitigate these biases
- **Unconscious Bias:** Identifying and addressing the unconscious attitudes and stereotypes that affect behavior and contribute to inequality.
- **Microaggression and Allyship Training:** Recognizing and responding to subtle, often unintentional, comments or actions that can perpetuate stereotypes or marginalize individuals. Equipping employees with the skills and knowledge to actively support and stand up for colleagues from underrepresented groups.
- **Cultural Competence:** Developing the ability to interact effectively with people of different cultures, recognizing the importance of cultural differences in communication and behavior.
- **Inclusive Communication:** Learning techniques for communicating in ways that are respectful, clear, and inclusive of all individuals, regardless of their background or identity.
- **Intersectionality:** Understanding how overlapping social identities (such as race, gender, class, and sexuality) can create unique modes of discrimination and privilege.
- **Generational Awareness and Sensitivity:** Educating employees about the defining characteristics, values, and communication styles of different generations in the office (e.g., Baby Boomers, Gen X, Gen Y, and Gen Z) to promote mutual respect and understanding.

- **Understanding Gender Identity and Pronouns:** Educating employees on the differences between gender identity, gender expression, biological sex, and sexual orientation. Explaining the importance of pronouns in affirming an individual's gender identity.
- **Disability Awareness Training:** This training focuses on understanding the challenges faced by individuals with disabilities, promoting accessibility, and creating an inclusive environment that accommodates all employees' needs.
- **Inclusive Hiring Training (Managers & Above Only):** Focuses on implementing strategies for recruiting, hiring, and retaining a diverse workforce to eliminate bias in hiring practices and create pathways for underrepresented groups to succeed in the organization.
- **Racial Equity 101:** Providing a historical overview of how racial inequities have been built and sustained in various sectors (e.g., education, housing, healthcare, criminal justice). Learn how past policies and practices continue to impact racial groups today. Discuss the different types of racism (individual, institutional, structural, and systemic); and be able to distinguish between equity and equality and understanding the importance of creating equitable opportunities and outcomes for all employees.

The implementation of this DEI training program will begin in late 2024, with mandatory foundational sessions for managers. These sessions will provide a comprehensive overview of DEI concepts, with additional specialized modules developed for different departments and leadership levels to address specific challenges and responsibilities.

By early 2025, the Air District will establish a schedule for ongoing DEI trainings, ensuring that DEI education is an integral and continuous part of the organization's culture and performance evaluation. This ongoing training will be supplemented by regular workshops, guest speakers, and facilitated discussions, keeping DEI issues at the forefront of organizational development.

To measure the effectiveness of the DEI training initiative, the Air District will establish key performance indicators and regularly report progress to senior leadership, ensuring accountability. Employee feedback will be actively sought to continuously refine and improve the training program, ensuring it remains relevant and impactful.

**(4) Air District's Employee Development Program.** This program will be a strategic effort to support the professional growth and retention of employees from diverse backgrounds, directly aligned with Strategy 3.1 of the draft *2024-2029 Strategic Plan*. Strategy 3.1 emphasizes the importance of building a diverse workforce that reflects the communities we serve, to instill community trust and develop better solutions to air quality problems.

The program will design culturally responsive development programs, including mentorship, leadership training, skill-building workshops, and career advancement planning.

The Air District's existing mentorship program will pair diverse employees with experienced leaders, offering guidance and advocacy to help navigate career paths. Additionally, targeted leadership development opportunities will be created, featuring specialized training, rotational assignments, and stretch projects to prepare underrepresented employees for higher-level roles.

Regular check-ins and progress reviews will be conducted to ensure success, with ongoing support through coaching and peer networks. Full implementation, including mentorship and leadership opportunities, will be in place by late 2025, with ongoing evaluation and improvements.

The Employee Development Program will enhance retention and career advancement for diverse employees, strengthen our leadership pipeline, ensure greater and better representation in higher-level roles, and reinforce our commitment to a diverse, inclusive, and equitable Air District.

**(5) Air District's Diversity Awareness in Hiring Program.** This program will be designed to enhance hiring practices to ensure our workforce reflects the diversity of the communities we serve, in alignment with Strategy 3.1 of the draft *2024-2029 Strategic Plan*. This initiative provides hiring managers with demographic data on their teams to identify and address diversity gaps, making inclusivity a core component of every hiring decision.

Central to the program is the development of interactive dashboards that offer real-time insights into team diversity, including race, gender, and ethnicity. These tools will compare workforce demographics with broader community profiles, helping managers set diversity goals and prioritize the recruitment of underrepresented groups.

To ensure these practices are consistently applied, we will implement policy changes requiring all hiring managers to use these data tools during the hiring process. Mandatory training sessions will be conducted to teach managers how to utilize the dashboards, reduce unconscious bias, and attract diverse talent.

The program will roll out in phases, starting with the development of data tools by early 2025, followed by policy changes and training in early 2025. Full integration of these practices is expected by mid-2025, with ongoing monitoring to keep the data relevant.

An additional portion of inclusive hiring practices will involve a partnership with the Human Resources Office on recruiting efforts. These efforts will include attending diversity job fairs, outreach to diverse student groups and organizations prior to attending college job fairs, diversifying job panels for interviews, creating and updating job posting advertisement locations to ensure diversity, and reaching out to diverse community groups and professional organizations regarding open employment opportunities.

**(6) Air District's Employee Resource Group (ERG) Empowerment Program.** This program aims to harness the collective strength of the ERGs to advance diversity, equity, and inclusion within the Air District. In line with Strategy 3.2 of the *2024-2029 Strategic Plan*, it seeks to build strong partnerships with ERGs, recognizing their vital role in shaping a more inclusive workplace.

ERGs can play a critical role in influencing and promoting DEI values across the organization. Through this initiative, we will actively engage with ERGs, inviting them to contribute to key DEI projects, such as organizing cultural awareness events, developing mentorship programs, and facilitating community engagement activities. The DEI Office aims to align its DEI efforts with the insights and initiatives that ERGs are uniquely positioned to provide.

To support this collaboration, the Air District will ensure ERGs have the resources they need to be effective partners. This includes offering them platforms to voice their ideas, creating opportunities for dialogue with leadership, and providing logistical support for their initiatives. Regular touchpoints will be established to ensure ongoing communication and alignment between the Air District's DEI goals and the efforts of the ERGs.

**(7) Air District's Pathway to Permanency Program.** This program will focus on retaining diverse talent by creating clear, accessible pathways for temporary employees to secure permanent positions. This program aligns with Strategy 3.1 of the *2024-2029 Strategic Plan*, which emphasizes building a workforce that reflects the diversity of the communities we serve.

The Pathway to Permanency Program will begin by identifying the challenges that temporary employees, many of whom come from underrepresented backgrounds, face in transitioning to permanent roles. This will involve gathering feedback from temporary staff, analyzing hiring data, and identifying potential obstacles within our current processes. The program will require close consultation with the Bay Area Air Quality Management District Employees Association.

To address these challenges, the program will implement targeted support initiatives such as mentoring, skills development workshops, and personalized career counseling to help temporary employees better compete for permanent positions. Additionally, we will review and, where appropriate, consider modifications to our hiring policies to prioritize temporary employees for permanent roles, ensuring that our practices support their advancement within the organization.

By mid-2025, we aim to have identified key barriers and initiated the first wave of support initiatives. By late 2025, we expect to see an increase in the number of diverse temporary employees successfully transitioning to permanent roles, furthering our commitment to a diverse and inclusive workforce.

**(8) Equity Integrated into Decision-Making.** This effort seeks to incorporate equity considerations into all board actions, ensuring that decision-making at the Air District prioritizes embedding equity in our organizational culture and governance.

To carry out this direction, the Air District will introduce a standardized equity section in the board memo template, requiring Air District staff to assess and articulate the equity implications of the proposed actions. This new section will be added alongside the existing sections — Recommended Action, Background, Discussion, and Budget Consideration/Financial Impact. Air District staff will be responsible for evaluating how the proposed item may impact various communities, particularly those historically underserved or disproportionately affected by environmental burdens.

Training will be provided for all staff involved in preparing these memos, ensuring they understand how to identify and address potential equity impacts. The training will cover best practices for using data, stakeholder input, and relevant research to inform this analysis. Additionally, content creators will be guided on how to present equity considerations in a clear and concise manner, enabling Board, Council, and Committee members to make more informed decisions. This effort will be fully implemented by mid-2025, with ongoing support and periodic reviews to ensure that equity remains a key consideration in the Air District’s decision-making processes.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Philip M. Fine  
Executive Officer/APCO

Prepared by: Tim Williams  
Reviewed by: Arsenio Mataka

ATTACHMENTS:

1. Diversity, Equity and Inclusion (DEI) Initiatives and Action Plan Presentation



BAY AREA  
AIR QUALITY  
MANAGEMENT  
DISTRICT

**AGENDA: 30**

# **Diversity, Equity, and Inclusion Action Plan**

**Board of Directors Meeting  
September 4, 2024**

**Tim Williams**

**Director, Diversity, Equity & Inclusion**

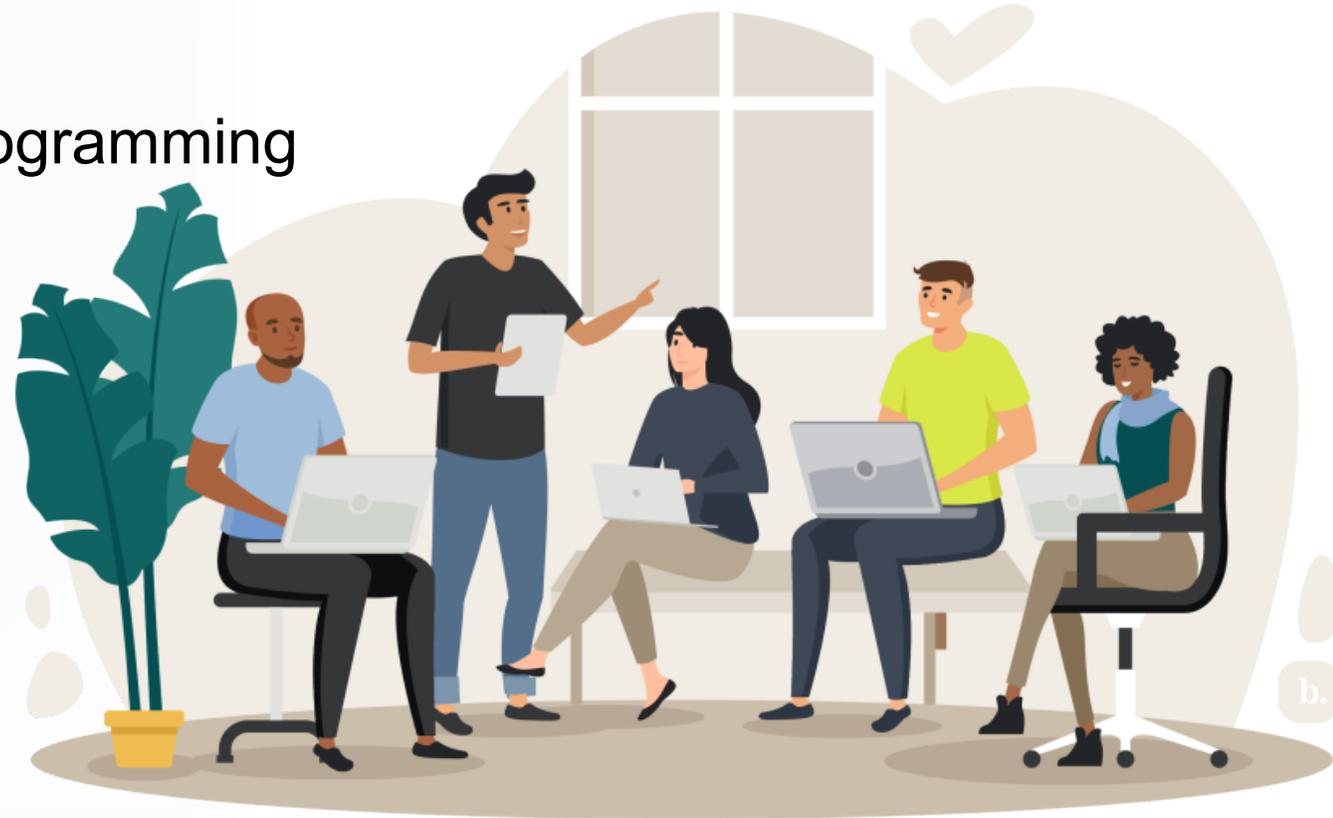
**[twilliams@baaqmd.gov](mailto:twilliams@baaqmd.gov)**

# Action Requested

None – Informational Only

# Presentation Outline

- Purpose and Scope
- Diversity, Equity, and Inclusion
- Update - DEI Initiatives
  - Current efforts, activities, and programming
- Overview of DEI Action Plan
- Next Steps



# DEI Action Plan: Purpose and Scope

- Purpose
  - Alignment with Draft 2024-2029 Strategic Plan
    - Strategy 3.1 - A Diverse Workforce
    - Strategy 3.2 – Be Welcoming and Inclusive
  - Internal Capacity-Building
    - Training
    - Program and Policy Development
- Scope
  - Internal Focus



# Defining Diversity, Equity, and Inclusion

**DIVERSITY:** the collection of everything that makes us different.

**EQUITY:** the creation of equal access to opportunities that close demographic disparities.

**INCLUSION:** the state of being valued, respected and supported that enables each individual to achieve their full potential.



It involves identifying and removing barriers that prevent certain groups from fully participating or advancing.



# Defining Diversity, Equity and Inclusion (cont.)



# Black History Month



*Sometimes a picture is worth a thousand words*

Diversity@baaqmd.gov

# DEI Cultural Awareness Events/Activities Update

**LATIN AMERICAN HERITAGE MONTH**

## Dolores Huerta

**VIP Speaker Series**

Join us for our VIP Speaker Series event featuring Dolores Huerta! Ms. Huerta is an American labor leader and civil rights activist who, with Cesar Chavez, is a co-founder of the United Farmworkers Association, which later merged with the Agricultural Workers Organizing Committee to become the United Farm Workers (UFW).

At 93 years young, Ms. Huerta will discuss her remarkable journey in life, and the impact of air pollution on farm workers, followed by Q&A.

**THURSDAY, OCT 12 | 3-4 P.M.**

diversity@baaqmd.gov

**Employee Spotlight**  
Asian and Pacific Islander Heritage Month

Dim Sum is a meal that I have been eating as long as I can remember. It is a mainstay of Chinese cuisine consisting of various small dishes ordered from passing by carts, and shared family style along with some tea. It is a meal that is near and dear to my heart and it brings back memories of get togethers with friends and extended family, holiday celebrations, and weekend meals with my grandparents. Over the years I have definitely my favorites, which include steamed egg custard buns, Chinese sticky fried rice, and

**CULTURAL BOOK CLUB**

**MOVIE**

This month our Cultural Book Club has once again gone to the movies. Let's watch a designated movie (on our own time) and meet for a critical discussion.

**JUST MERCY**

Michael B. Jordan, Jamie Foxx, and Brie Larson

**Tuesday, April 13th**

# Training and Employee Demographic Analysis Update

- Past trainings covered topics such as:
  - Implicit Bias Competency 101 and Mitigation 201
  - Microaggressions and Allyship
  - Equity 101
  - Inclusive Hiring for Managers

## • Demographic Data

### End of 2<sup>nd</sup> Quarter 2024 Data

Ethnicity/Race - All Air District		Bay Area
American Indian/Alaskan Native	0%	1%
Asian	41%	24%
Black or AA	6%	5%
Hispanic or Latino	10%	20%
Other/Unknown	3%	4%
White	40%	47%

Gender - All Air District		Bay Area
F	44%	50%
M	56%	50%



# Overview of Action Plan

1. **Establish** an Environmental Justice Scholarship and Internship/Fellowship Program
2. **Implement** a Supplier Diversity Initiative
3. **Refine** our DEI Trainings and Learning Experience
4. **Launch** an Employee Development Program
5. **Integrate** Diversity Awareness in Hiring Process
6. **Build** an Employee Resource Group (ERG) Empowerment Program
7. **Develop** a Pathway to Permanency Design
8. **Integrate** Equity into Decision Making

# Scholarship and Internship/Fellowship Program

## 1. Establish an Environmental Justice Scholarship and Internship/Fellowship Program

- Scholarship
  - Entering and undergraduate students from the Bay Area
  - Preference to those from historically underrepresented communities
  - Funds to cover a portion of educational and living expenses
- Internship/Fellowship
  - Undergraduates, graduate students or early-career professionals
  - Hands-on experience with the Air District and receive competitive salaries, professional development, and mentorship opportunities
  - Scholarship recipients will be given priority consideration
  - Current existing Internship Program will add a diversity component



# Supplier Diversity and DEI Training

## 2. Implement Supplier Diversity Initiative Program

- Proactive process to create a supplier base that reflects diverse communities in which we work while promoting economic empowerment
- Diversifying supplier base in alignment with Strategy 3.2 of Strategic Plan
- Development of Supplier Diversity Handbook, outreach, and engagement

## 3. Refine Internal DEI Training Program

- Training content to cover topics such as: Implicit Bias, Microaggression and Allyship, Equity 101, and Intersectionality
- Establish ongoing training schedule and require manager participation



# Employee Development Program and Diversity Awareness

## 4. Launch an Employee Development Program

- Support professional growth and retention of employees from diverse backgrounds and strengthen leadership pipeline
- Provide mentorship, leadership training, skill-building workshops, stretch projects, and career advancement planning

## 5. Integrate Diversity Awareness into our Hiring Process

- Develop interactive dashboards that offer insights into team demographic diversity for hiring managers
- Provide hiring manager training on unconscious bias, attracting diverse talent
- Partner with Human Resources Office to integrate DEI into recruitment efforts



# Employee Resource Groups

## 6. Build an Employee Resource Group (ERG) Empowerment Program

- Establish stronger partnerships with ERGs to harness their collective strength
- Actively engage ERGs on key DEI projects and align DEI efforts with ERG insights and existing initiatives
- Provide additional resources to ERGs, including logistical support, opportunities for dialogue, and leadership opportunities to support career growth and development



# Pathway to Permanency, and Equity Integration

## 7. Develop a Pathway to Permanency Program

- Creating clear, accessible pathways for temporary employees to secure permanent positions
- Offer targeted support initiatives (mentorship opportunities, interview skills, and career counseling)

## 8. Integrate Equity into Decision Making

- Incorporate equity considerations into board actions
- Introduce a standardized equity section in the board memo template, requiring content creators to assess and articulate the equity implications of the proposed actions

# DEI Action Plan

Actions	Q4 2024	Q1 2025	Q2 2025	Q3 2025	Q4 2025	Q1 2026
EJ Scholarship and Fellowship Program						
Supplier Diversity Initiative						
Internal DEI Training Program						
Employee Development Program						
Diversity Awareness in Hiring Program						
Employee Resource Group (ERG) Empowerment Program						
Pathway to Permanency Program						
Equity Integrated into Decision Making						



# Questions?