

# **Antelope Valley Air Quality Management District Governing Board Regular Meeting**

## **Agenda**

### **PURSUANT TO GOVERNOR'S ORDER**

**N-29-20**

**TUESDAY, SEPTEMBER 15, 2020**

**10:00 A.M.**

#### **BOARD MEMBERS**

Marvin Crist, Chair, City of Lancaster  
Austin Bishop, Vice Chair, City of Palmdale  
Ron Hawkins, Los Angeles County  
Howard Harris, Los Angeles County  
Ken Mann, City of Lancaster  
Steven Hofbauer, City of Palmdale  
Newton Chelette, Public Member

THIS MEETING IS BEING HELD IN ACCORDANCE WITH THE BROWN ACT AS CURRENTLY IN EFFECT UNDER THE STATE EMERGENCY SERVICES ACT, THE GOVERNOR'S EMERGENCY DECLARATIONS RELATED TO COVID-19, AND THE GOVERNOR'S EXECUTIVE ORDER N-29-20 ISSUED ON MARCH 17, 2020 THAT ALLOWS ATTENDANCE BY MEMBERS OF THE DISTRICT, DISTRICT STAFF, AND THE PUBLIC TO PARTICIPATE AND CONDUCT THE MEETING BY TELECONFERENCE, VIDEOCONFERENCE, OR BOTH.

JOIN BY PHONE, DIAL US: +1.701.802.5348; ENTER ACCESS CODE: 5765772

IF YOU CHALLENGE ANY DECISION REGARDING ANY OF THE LISTED PROPOSALS IN COURT, YOU MAY BE LIMITED TO RAISING ONLY THOSE ISSUES YOU OR SOMEONE ELSE RAISED DURING THE PUBLIC TESTIMONY PERIOD REGARDING THAT PROPOSAL OR IN WRITTEN CORRESPONDENCE DELIVERED TO THE GOVERNING BOARD TELEPHONICALLY OR OTHERWISE ELECTRONICALLY AT, OR PRIOR TO, THE PUBLIC HEARING.

DUE TO TIME CONSTRAINTS AND THE NUMBER OF PERSONS WISHING TO PROVIDE PUBLIC COMMENTS, PUBLIC COMMENTS ARE LIMITED TO FIVE MINUTES PER COMMENT.

PLEASE NOTE THAT THE BOARD MAY ADDRESS ITEMS IN THE AGENDA IN A DIFFERENT ORDER THAN THE ORDER IN WHICH THE ITEM HAS BEEN POSTED.

PUBLIC COMMENTS ON ANY AGENDA ITEM WILL BE HEARD AT THE TIME OF DISCUSSION OF THE AGENDA ITEM. PUBLIC COMMENTS NOT PERTAINING TO AGENDA ITEMS WILL BE HEARD DURING THE PUBLIC COMMENT PERIOD BELOW.

PUBLIC COMMENTS ON AGENDIZED ITEMS MAY BE SUBMITTED VIA EMAIL TO PUBLICCOMMENT@AVAQMD.CA.GOV AT LEAST TWO HOURS PRIOR TO THE START OF THE MEETING.

## **CALL TO ORDER 10:00 A.M.**

Pledge of Allegiance.

Roll Call

Special Announcements/Presentation:

Presentation of the 2019/2020 William J. “Pete” Knight AIRE Award. Presenter: Bret Banks, Executive Director/APCO.

Items with potential Conflict of Interests — If you believe you have a conflict of interest, please recuse yourself at the appropriate time. If you have a question regarding a potential conflict of interest, please contact District Counsel.

PUBLIC COMMENT

## **CONSENT CALENDAR**

The following consent items are expected to be routine and non-controversial and will be acted upon by the Board at one time without discussion unless a Board Member requests an item be held for discussion under DEFERRED ITEMS.

1. [Approve Minutes from Regular Governing Board Meeting of August 18, 2020.](#)
2. [Monthly Grant Funding Summary. Receive and file. Presenter: Bret Banks, Executive Director/APCO.](#)
3. [Monthly Activity Report. Receive and file. Presenter: Bret Banks, Executive Director/APCO.](#)
4. [1\) Authorize the acceptance of Funding Agricultural Replacement Measures for Emission Reductions \(FARMER\) Program Funds; 2\) Accept the terms and conditions for the funds; and 3\) Authorize the Executive Director/APCO and staff to execute the agreement, approved as to legal form, and to negotiate and execute agreements for eligible projects. Presenter: Julie McKeehan, Grants Analyst.](#)
5. [1\) Approve \\$60,000 in Mobile Source Emissions Reduction Program \(AB 923\) funds toward continued implementation of the District’s Voluntary Accelerated Vehicle Retirement Program \(VAVR\); and 2\) Authorize the Deputy Director and staff to negotiate target time frames and technical project details and execute an agreement, approved as to legal form by the Office of District Counsel. Presenter: Julie McKeehan, Grants Analyst.](#)
6. [Approve payments to MDAQMD in the amount of \\$154,263.36 for July 2020. Presenter: Bret Banks, Executive Director/APCO.](#)
7. [Receive and file the Financial Report. This Preliminary Financial Report is provided to the Governing Board for information concerning the fiscal status of the District at July 31, 2020. The Financial Reports provide financial and budget performance information for the District for the period referenced. Presenter: Bret Banks, Executive Director/APCO.](#)

## **ITEMS FOR DISCUSSION**

### DEFERRED ITEMS

### NEW BUSINESS

8. 1) Award an amount not to exceed \$60,000 in Carl Moyer Program funds to Villa del Sol Sweet Cherry Farms for the replacement of an older diesel tractor with new, cleaner technology; and 2) Authorize the Deputy Director and staff to negotiate target time frames and technical project details and execute an agreement, approved as to legal form by the Office of District Counsel. Presenter: Julie McKeehan, Grants Analyst.
9. Approve a contractual agreement with the Los Angeles/Orange Counties Building and Construction Trades Council and the signatory Craft Councils and Local Unions and 2) Authorize the Executive Director/APCO to execute the agreement, approved as to legal form by the Office of District Counsel. Presenter: Bret Banks, Executive Director/APCO.
10. Conduct a public hearing to consider the amendment of Rule 900 — Standards of Performance for New Stationary Sources (NSPS) and Rule 1000 —National Emission Standards for Hazardous Air Pollutants (NESHAP) as well as to receive and file updates to the Airborne Toxic Control Measures (ATCMs) and Maximum Achievable Control Technology (MACT) standards Notifications: a. Open public hearing; b. Receive staff report; c. Receive public testimony; d. Close public hearing; e. Make a determination that the CEQA Categorical Exemption applies; E Waive reading of Resolution; g. Adopt Resolution making appropriate findings, certifying the Notice of Exemption, amending Rule 900 and Rule 1000, and directing staff actions. Presenter: Bret Banks, Executive Director/APCO.
11. Reports: Governing Board Counsel, Executive Director/APCO, Staff.
12. Board Member Reports and Suggestions for Future Agenda Items.
13. Adjourn to Regular Governing Board Meeting of Tuesday, October 20, 2020.

***In compliance with the Americans with Disabilities Act, if special assistance is needed to participate in the Board Meeting, please contact the Executive Director during regular business hours at 661.723.8070 x22. Notification received 48 hours prior to the meeting will enable the District to make reasonable accommodations. All accommodation requests will be processed swiftly and resolving any doubt in favor of accessibility.***

I hereby certify, under penalty of perjury, that this agenda has been posted 72 hours prior to the stated meeting in a place accessible to the public. Copies of this agenda and any or all additional materials relating thereto are available at [www.avaqmd.ca.gov](http://www.avaqmd.ca.gov) or by contacting Deanna Hernandez at 760.245.1661 x6244 or by email at [dhernandez@mdaqmd.ca.gov](mailto:dhernandez@mdaqmd.ca.gov).

Mailed & Posted on: Tuesday, September 8, 2020.

*Deanna Hernandez*

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Deanna Hernandez

The following page(s) contain the backup material for Agenda Item: [Approve Minutes from Regular Governing Board Meeting of August 18, 2020.](#)

Please scroll down to view the backup material.

**ANTELOPE VALLEY AIR QUALITY MANAGEMENT DISTRICT  
GOVERNING BOARD MEETING  
TUESDAY, AUGUST 18, 2020  
ANTELOPE VALLEY DISTRICT OFFICE  
LANCASTER, CA**

**Draft Minutes**

Board Members Present:

Marvin Crist, Chair, City of Lancaster  
Austin Bishop, Vice Chair, City of Palmdale  
Newton Chelette, Public Member  
Howard Harris, Los Angeles County  
Ron Hawkins, Los Angeles County  
Steven Hofbauer, City of Palmdale  
Ken Mann, City of Lancaster

Board Members Absent:

**CALL TO ORDER**

Chair **CRIST** called the meeting to order at 10:02 a.m. Chair **CRIST** waived the Pledge of Allegiance. Roll call was taken.

**PUBLIC COMMENT**

❖ None.

**CONSENT CALENDAR**

**Agenda Item #1 – Approve Minutes from Regular Governing Board Meeting of July 21, 2020.**

Upon Motion by **HARRIS**, seconded by **HAWKINS**, and carried unanimously, the Board **Approved** Minutes from Regular Governing Board Meeting of July 21, 2020.

**Agenda Item #2 – Monthly Grant Funding Summary. Receive and file.**

Presenter: Bret Banks, Executive Director/APCO.

Upon Motion by **HARRIS**, seconded by **HAWKINS**, and carried unanimously, the Board **Received and Filed** Monthly Grand Funding Summary.

**Agenda Item #3 – Monthly Activity Report. Receive and file.**

Presenter: Bret Banks, Executive Director/APCO.

Upon Motion by **HARRIS**, seconded by **HAWKINS**, and carried unanimously, the Board **Received and Filed** Monthly Activity Report.

**Agenda Item #4 – Approve payments to MDAQMD in the amount of \$167,822.59 for June 2020.**

Presenter: Bret Banks, Executive Director/APCO.

Upon Motion by **HARRIS**, seconded by **HAWKINS**, and carried unanimously, the Board, **Approved** payments to MDAQMD in the amount of \$167,822.59 for June 2020.

**Agenda Item #5 – Receive and file the Financial Report. The Financial Report is provided to the Governing Board for information concerning the fiscal status of the District at June 30, 2020. The Financial Reports for April provide financial and budget performance information for the District for the period referenced.**

Presenter: Bret Banks, Executive Director/APCO.

Upon Motion by **HARRIS**, seconded by **HAWKINS**, and carried unanimously, the Board, **Received and filed** the Financial Report. The Financial Report is provided to the Governing Board for information concerning the fiscal status of the District at June 30, 2020. The Financial Reports for April provide financial and budget performance information for the District for the period referenced.

**ITEMS FOR DISCUSSION**

**DEFERRED ITEMS**

None.

**NEW BUSINESS**

**Agenda Item #6 – Conduct a public hearing to consider the amendment of Rule 301 – Permit Fees: a. Open public hearing; b. Receive staff report; c. Receive public testimony; d. Close public hearing; e. Make a determination that the CEQA Categorical Exemption applies; f. Waive reading of Resolution; g. Adopt Resolution making appropriate findings, certifying the Notice of Exemption, amending the Regulation and directing staff actions.**

Presenter: Bret Banks, Executive Director/APCO.

Chair Crist opened the public hearing. Barbara Lods, Operations Manager, presented the staff report and answered questions from the Board. Chair Crist called for public comment, being none, Chair Crist closed the public hearing. After discussion and upon motion by **HOFBAUER**, seconded by **BISHOP**, and carried with seven **AYES** votes by Board Members **AUSTIN BISHOP, MARVIN CRIST, NEWTON CHELETTE, HOWARD HARRIS, RON HAWKINS, STEVEN HOFBAUER and KEN MANN**, the Board **adopted** Resolution 20-09, “**A RESOLUTION OF THE GOVERNING BOARD OF THE ANTELOPE VALLEY AIR QUALITY MANAGEMENT DISTRICT MAKING FINDINGS, CERTIFYING THE NOTICE OF EXEMPTION, AMENDING RULE 301 – PERMIT FEES AND DIRECTING STAFF ACTIONS.**”

**Agenda Item #7 – 1) Award an amount not to exceed \$100,000 in Community Air Protection Program funds to Zenitram, Inc. for the replacement of an older heavy-duty diesel equipment with new, cleaner technology; and 2) Authorize the Executive Director/APCO and staff to negotiate target time frames and technical project details, and execute an agreement, approved as to legal form by the Office of District Counsel.**

Presenter: Julie McKeehan, Grants Analyst.

Julie McKeehan, Grants Analyst, presented the staff report and answered questions from the Board. After discussion and upon Motion by **HOFBAUER**, seconded by **HARRIS**, and carried unanimously with seven **AYES** votes by Board Members **AUSTIN BISHOP, MARVIN CRIST, NEWTON CHELETTE, HOWARD HARRIS, RON HAWKINS, STEVEN HOFBAUER and KEN MANN**, the Board, 1) **Awarded** an amount not to exceed \$100,000 in Community Air Protection Program funds to Zenitram, Inc. for the replacement of an older heavy-duty diesel equipment with new, cleaner technology; and 2) **Authorized** the Executive Director/APCO and staff to negotiate target time frames and technical project details, and execute an agreement, approved as to legal form by the Office of District Counsel.



**Agenda Item #8 – 1) Award an amount not to exceed \$60,000 of Community Air Protection Program funds to ETP, Inc. for the replacement of older on-road heavy-duty diesel vehicles with new, clean diesel technology; and 2) Authorize the Executive Director/APCO and staff to negotiate target time frames and technical project details and execute an agreement, approved as to legal form by the Office of District Counsel.**

Presenter: Julie McKeehan, Grants Analyst.

Julie McKeehan, Grants Analyst, presented the staff report and answered questions from the Board. After discussion and upon Motion by **HAWKINS**, seconded by **CHELETTE**, and carried unanimously with seven **AYES** votes by Board Members **AUSTIN BISHOP, MARVIN CRIST, NEWTON CHELETTE, HOWARD HARRIS, RON HAWKINS, STEVEN HOFBAUER and KEN MANN**, the Board, 1) **Awarded** an amount not to exceed \$60,000 of Community Air Protection Program funds to ETP, Inc. for the replacement of older on-road heavy-duty diesel vehicles with new, clean diesel technology; and 2) **Authorized** the Executive Director/APCO and staff to negotiate target time frames and technical project details and execute an agreement, approved as to legal form by the Office of District Counsel.

**Agenda Item #9 – Reports.**

**Governing Board Counsel –**

- No report.

**Executive Director/APCO –**

- Informed the Board Governor Newsom declared a Proclamation of a State of Emergency on August 14, 2020 that the Air Resources Board shall exercise maximum discretion to permit the use of stationary and portable generators to reduce the strain of the power infrastructure during the Extreme Heat Event. Therefore, many permitted sources within the Antelope Valley will be operating their emergency generators between 3:00 pm – 10:00 pm to reduce the strain on the State power grid through Thursday August 20, 2020 at midnight.

**Staff –**

- None.

**Agenda Item #10 – Board Member Reports and Suggestions for Future Agenda Items.**

- HARRIS asked for an update on the availability of battery electric commercial lawn mowers for testing and the availability and status of the installation PurpleAir Sensors.

**Agenda Item #11 – Adjourn to Regular Governing Board Meeting of Tuesday, September 15, 2020.**

Being no further business, the meeting adjourned at 10:19 a.m. to the next regularly scheduled Governing Board Meeting of Tuesday, September 15, 2020.

The following page(s) contain the backup material for Agenda Item: [Monthly Grant Funding Summary. Receive and file. Presenter: Bret Banks, Executive Director/APCO.](#)  
Please scroll down to view the backup material.

## Item #2 – Grant Funds Project Summary

August 2020

### AB 2766 (\$4 DMV Fee)

#### \$599,000 Annually by Monthly Distribution

These fees fund the District’s Mobile Source Emission Reductions (MSER) Grant Program. The funds must be used “to reduce air pollution from motor vehicles and for related planning, monitoring, enforcement, and technical studies necessary for the implementation of the California Clean Air Act of 1988”.

**Funding Limits:** No surplus emission reductions or cost-effectiveness limit requirements.

**Current Balance: \$ 18,907.00**

### PROPOSED PROJECTS

<u>Action Date</u>	<u>Project Description</u>	<u>Grant Award</u>	<u>Status</u>
<b>BALANCE PENDING APPROVAL</b>		<b>\$ 18,907.00</b>	

<b>AB 2766 Approved Funding Awards</b>			
<u>Action Date</u>	<u>Project Description</u>	<u>Grant Award</u>	<u>Status</u>
Feb-18	LBC – Bus Replacement Project #6 of 7	72,191.00	pending
Feb-18	LBC – Bus Replacement Project #7 of 7	96,000.00	pending
Mar-18	Kyle & Kyle Ranches On-road Vehicle Project	31,984.00	paid
Mar-18	2018 Lawn Mower Exchange Program	10,000.00	paid
May-18	AFV Program Add'l Funds	15,000.00	paid
May-18	LBC – Bus Replacement Project #1 of 7	66,516.00	paid
Aug-18	AFV Program Add'l Funds	15,000.00	paid
Aug-18	Antelope Valley College - Student Pass Program	80,000.00	paid
Aug-18	Heritage Sign Company Vehicle Replacement Project	8,720.00	paid
Oct-18	LBC - Bus Replacement Project #1 of 7	5,332.00	paid
Oct-18	American Plumbing Services Vehicle Replacement	10,810.00	paid
Nov-18	UAV Vehicle Replacement Project	27,869.00	paid
Nov-18	AFV Program Add'l Funds	15,000.00	paid
Dec-18	AFV Program Add'l Funds	15,000.00	paid
Dec-18	Paraclete High School Vehicle Replacement Project	35,000.00	paid
Dec-18	LA County Sheriff's Palmdale Bio Diesel Truck Project	50,000.00	paid
Mar-19	AFV Program Add'l Funds	15,000.00	paid
Apr-19	AFV Program Add'l Funds	30,000.00	paid
Apr-19	Curb Crafters Vehicle Replacement	19,029.00	cancelled
July-19	AFV Program Add'l Funds	20,000.00	paid
Sept-19	AFV Program Add'l Funds	50,000.00	paid
Oct-19	Kyle & Kyle Ranches HD Truck Replacement Project	33,000.00	paid
Dec-19	Public Transit Programs-Member Agencies	25,000.00	paid
Jan-20	AFV Program Add'l Funds	50,000.00	paid
Feb-20	City of Palmdale – SAVES Project	78,000.00	paid
Apr-20	AFV Program Add'l Funds	11,500.00	paid
Apr-20	Jack O'Connor Construction	30,000.00	paid
Apr-20	AV Fair Assoc. – Implementation of MSERP	75,000.00	pending
June-20	AFV Program Add'l Funds	15,000.00	paid
July-20	AFV Program Add'l Funds	20,000.00	paid

**AB 923 (\$2 DMV Fee)****\$609,500 Annually by Monthly Distribution**

These fees fund the District's Mobile Source Emission Reductions (MSER) Grant Program. The funds must be used to remediate air pollution harms created by motor vehicles.

Funding Limits: Carl Moyer eligible projects; unregulated agriculture vehicles and equipment; school bus projects; light-duty vehicle retirement program; and alternative fuel and electric infrastructure projects. Surplus emission reductions required. Subject to cost-effectiveness limit.

**Current Balance: \$564,696.00**

**PROPOSED PROJECTS**

<u>Action Date</u>	<u>Project Description</u>	<u>Grant Award</u>	<u>Status</u>
Sep-20	VAVR add'l funding	60,000.00	
<b>BALANCE PENDING APPROVAL</b>		<b>\$ 504,696.00</b>	

<b>AB 923 Approved Funding Awards</b>			
<u>Action Date</u>	<u>Project Description</u>	<u>Grant Award</u>	<u>Status</u>
Jan-18	Wilsona School District EV School Bus Charging Project	\$ 49,976.00	paid
Feb-18	Vehicle Retirement Program Add'l Funds	47,000.00	paid
Mar-18	2018 Lawn Mower Exchange Program	5,510.00	paid
Mar-18	Robertsons Palmdale Honda EV Charging Project	86,000.00	paid
May-18	Home2 Suites by Hilton Palmdale EV Charging Project	15,200.00	paid
May-18	Sierra Commons EV Charging Project	30,640.00	paid
Sep-18	AV Harley-Davidson EV Charging Project	20,000.00	paid
Nov-18	Vehicle Retirement Program Add'l Funds	50,000.00	paid
Dec-18	High Desert Dairy Equipment Replacement Project	54,918.00	paid
Dec-18	AVTA EV Charging Project	50,000.00	pending
Dec-18	AVSTA (3) New Electric School Buses	28,669.00	paid
June-19	Waste Management-AV CNG Station	279,515.00	cancelled
June-19	City of Lancaster EV Charging City-MOAH	10,000.00	paid
July-19	Waste Management-AV CNG Station add'l funds	70,000.00	cancelled
July-19	Learn 4 Life EV Charging Project	47,591.00	cancelled
Sept-19	AVSTA CNG Fueling Station Project	104,000.00	pending
Oct-19	XL Hybrid Plug-In Truck Pilot Project	164,694.00	paid
Nov-19	Truck and Bus Replacement Project	120,000.00	paid
Nov-19	AV Chevy EV Charging Station	13,418.00	paid
Jan-20	City of Palmdale EV Charging Project	6,000.00	paid
Jan-20	Boething Treeland Farms ERP	138,418.00	paid
Feb-20	City of Palmdale - SAVES Project	30,000.00	paid
Feb-20	Lancaster School District - Electric Riding Mower	23,000.00	paid
Apr-20	Commercial Lawn and Garden Exchange Program	50,000.00	paid
Apr-20	City of Palmdale - SAVES Project add'l funds	5,799.00	paid
Apr-20	2020 Residential Lawn and Garden Exchange	9,570.00	paid
May-20	Jon Watson Loader Backhoe Services ERP	49,900.00	cancelled
July-20	Pacific Auto Recycling Center CNG Project	146,252.00	pending

**Carl Moyer Program****\$701,500 Annually**

Carl Moyer Program (CMP) funds provide incentives to gain early or extra emission reductions by retrofitting, repowering, or replacing older more polluting engines with newer, cleaner engines including zero and near zero emission technologies. CMP funding categories include on-road heavy-duty vehicles, off-road equipment, locomotives, marine vessels, light-duty passenger vehicles, lawn mower replacement and alternative fuel infrastructure projects. Surplus emission reductions required. Subject to cost-effectiveness limit.

**Current Balance: \$ 711,021.00**

**PROPOSED PROJECTS**

<u>Action Date</u>	<u>Project Description</u>	<u>Grant Award</u>	<u>Status</u>
<b>BALANCE PENDING APPROVAL</b>		<b>\$ 711,021.00</b>	

<b>Carl Moyer Program Approved Funding Awards</b>			
<u>Action Date</u>	<u>Project Description</u>	<u>Grant Award</u>	<u>Status</u>
Apr-18	McWhirter Steel Forklift Replacement Project	\$ 185,943.00	paid
May-18	McCarthy Steel Forklift Replacement Project	59,155.00	paid
June-18	Gall Brothers Engineering Equipment Replacement Proj.	94,211.00	paid
Jul-18	Fine Grade Equipment Replacement Project	240,850.00	paid
Aug-18	Heritage Sign Company Vehicle Replacement Project	23,545.00	paid
Oct-18	American Plumbing Service Vehicle Replacement Proj.	14,112.00	paid
Dec-18	Bills Landscaping Equipment Replacement Project	94,700.00	paid
Dec-18	High Desert Dairy Equipment Replacement Project	45,082.00	paid
Deposit	Carl Moyer Program Yr. 21 FY 18-19	661,741.00	received
Mar-19	Commercial Lawn and Garden Exchange Program	200,000.00	cancelled
Apr-19	AV Fair Assoc. ERP Aerial Lift Project 4	93,140.00	paid
Apr-19	Curb Crafters On-road Replacement Project	14,363.00	cancelled
June-19	Alameda Metals Corporation Equipment Replacement	214,111.00	paid
Deposit	Carl Moyer Program Interest FY 18-19	15,179.00	received
Oct-19	XL Plug-In Hybrid Truck Pilot Project	115,306.00	pending
Apr-20	Bills Landscaping Equipment Replacement Project	18,967.00	paid
Apr-20	California Compaction Equipment Replacement Project	110,165.00	paid
May-20	B Mos Tractors ERP	83,071.00	pending
Deposit	Carl Moyer Program Yr. 22 FY 19-20	708,927.00	received
July-20	IM Masonry Forklift Replacement Project	51,733.00	pending

**AB 617 Community Air Protection (CAP) Implementation****\$48,588 FY 19/20 Allocation**

The purpose of AB 617 is to reduce emission sources in disadvantaged and low income communities by community-based air monitoring and local emission reduction programs. Funding is allocated to Air Districts to implement and administer all aspects of AB 617. These funds support community collaborative/community involved programs such as the deployment of air monitoring systems (i.e. Purple Air Sensors) and supporting local emission reductions programs. As a result, the AVAQMD is able to create new and enhance existing programs (i.e. lawn and garden equipment replacement, vehicle retirement, light-duty alternative fuel vehicle purchase incentive and residential electric vehicle charging) suggested by individual residents and group members as programs that best serve emission reductions within the community).

**Current Balance: \$ 0.00****PROPOSED PROJECTS**

<u>Action Date</u>	<u>Project Description</u>	<u>Grant Award</u>	<u>Status</u>
<b>BALANCE PENDING APPROVAL</b>		<b>\$ 0.00</b>	

<b>AB 617 CAP Admin. Approved Funding Awards</b>			
<u>Action Date</u>	<u>Project Description</u>	<u>Grant Award</u>	<u>Status</u>
June-18	AB 617 CAP Implementation Funds FY 17-18 (Initial)	\$ 65,569.00	received
Oct-18	AB 617 CAP Implementation Funds FY 17-18 (Amend)	+ 75,000.00	received
Feb-19	Lawn Mower Exchange Events 2019	45,000.00	paid
Mar-19	Admin Support Costs	15,489.00	paid
Mar-19	Commercial Lawn and Garden Program	75,000.00	paid
Apr-19	Air Quality Sensors	4,440.00	paid
Deposit	AB 617 CAP Implementation Funds FY 18-19	+ 79,305.00	received
Aug-19	CAP AFV Incentive Program	75,000.00	cancelled
Oct-19	Admin Support Costs	11,140.00	paid
Apr-20	Admin Support Costs	20,247.00	paid
May-20	AB 617 Implementation Funds FY 19-20	+ 48,588.00	pending

**\$1,088,281 FY 19/20 Allocation**

The purpose of AB 134 funds is to implement projects under the Carl Moyer Program specifically for projects that meet the goals of AB 617. These funds are focused on replacing older polluting engines operating in disadvantaged and low-income communities with newer, cleaner engines prioritizing zero-emission projects. CMP funding categories include on-road heavy-duty vehicles, off-road equipment, locomotives, marine vessels, light-duty passenger vehicles, lawn mower replacement and alternative fuel infrastructure projects. Surplus emission reductions required. Subject to cost-effectiveness limit.

**Current Balance: -\$194,917.00**

**PROPOSED PROJECTS**

<u>Action Date</u>	<u>Project Description</u>	<u>Grant Award</u>	<u>Status</u>
<b>BALANCE PENDING APPROVAL</b>		<b>-\$ 194,917.00</b>	

<b>AB 134 CAP Projects Approved Funding Awards</b>			
<u>Action Date</u>	<u>Project Description</u>	<u>Grant Award</u>	<u>Status</u>
June-18	AB 134 CAP Funds Yr. 1 FY 2017-18	\$ 468,750.00	received
Dec-18	AVSTA (3) New Electric School Buses	468,750.00	paid
Deposit	CAP Interest FY 17/18	2581.00	received
Nov-19	AB 134 CAP Funds Yr. 2 FY 2018-19	1,008,281.00	received
Feb-20	AVTA – Level III EV Charging Project	500,000.00	pending
Feb-20	Coast Auto Salvage – Forklift Replacement Project	76,264.00	pending
Apr-20	Waste Management CNG Fueling Station	349,515.00	pending
Apr-20	Lancaster Choice Energy – EV Charging Stations Project	150,000.00	pending
June-20	AB 134 CAP Funds Yr. 3 FY 2019-20	752,184.00	pending receipt
Aug-20	ETP Pumping On-road Replacement Project	60,000.00	pending
Aug-20	ANM Construction ERP	70,000.00	pending

The following page(s) contain the backup material for Agenda Item: [Monthly Activity Report. Receive and file. Presenter: Bret Banks, Executive Director/APCO.](#)  
Please scroll down to view the backup material.





**Date: September 1, 2020**

**Subject: August Operations Activity Report**

Permit Inspections Completed - 81

Notices of Violation (NOV) Issued – 1

Vapor Recovery Tests Witnessed – 6

Complaints - 2

Complaint Investigations – 2

Asbestos Notifications – 12

Asbestos Project Inspections - 0

Active Companies - 274

Active Facilities - 519

Active Permits - 1113

Certificate of Occupancy/Building Permit Reviews - 2

CEQA Project Comment Letters - 4

**State or Local Air Monitoring Stations (SLAMS) Network Air Monitoring Site:**

Lancaster Site (full meteorology, CO, NO<sub>x</sub>, O<sub>3</sub>, PM<sub>10</sub>, PM<sub>2.5</sub>)

*Full meteorology (exterior temperature, wind speed, wind direction, exterior pressure and relative humidity)*

***Community Sensors:***

13 **PurpleAir** particulate sensors (Del Sur School, Leona Valley Elementary, Anaverde Hills, Esperanza Elementary School, Joe Walker Middle School, Desert Willow Middle School, Amargosa Creek, Eastside High School, Littlerock High School, Knight High School, Westside School District Offices, (2) Wilsona School District.

AVAQMD CEQA PROJECTS						
BOARD MEETING						
09/15/20						
Date Rec'd	Location	Project Name	Description	Comment	Date Due	Date Sent
08/03/20	Palmdale	Pilot Travel Center	Pre-Application 20-013 Conceptual Review, to develop a commercial use (travel center) consisting of one building totaling 11,486 square feet to be located at the northwest corner of Pearblossom Highway and Fort Tejon Road (APN: 3051-021-022)	Dust Control Plan Permitting CARB Equipment	08/18/20	08/04/20
08/17/20	Palmdale	Gas Station and Convenience store	Pre-Application 20-014 Conceptual Review, requesting to develop a commercial/residential use (gasoline station, convenience store and multi-tenant buildings) to be located at the northeast corner of Pearblossom Highway and Barrel Spring Road (APN: 3053-023-004) on approximately 11.5 acres	Dust Control Plan Permitting CARB Equipment	09/01/20	08/17/20
08/21/20	Lancaster	Warehouse Building	Site Plan Review Modification for 03-11 to construct an 80,000 square foot addition to an existing building located at 45545 Trevor Avenue (APN:3137-009-070)	No comment	09/16/20	08/25/20
08/24/20	Palmdale	Auto Storage and Auction facility	Pre-Application for a industrial use (auto storage and auction) consisting of one building totaling 12,800 square feet to be located at 3347 East Avenue M (APN: 3170-018-081)	Dust Control Plan Rule 219 CARB Equipment	09/01/20	08/26/20

The following page(s) contain the backup material for Agenda Item: [1\) Authorize the acceptance of Funding Agricultural Replacement Measures for Emission Reductions \(FARMER\) Program Funds; 2\) Accept the terms and conditions for the funds; and 3\) Authorize the Executive Director/APCO and staff to execute the agreement, approved as to legal form, and to negotiate and execute agreements for eligible projects. Presenter: Julie McKeehan, Grants Analyst.](#)

Please scroll down to view the backup material.

**MINUTES OF THE GOVERNING BOARD  
OF THE ANTELOPE VALLEY AIR QUALITY MANAGEMENT DISTRICT  
LANCASTER, CALIFORNIA**

*AGENDA ITEM #4*

**DATE:** September 15, 2020

**RECOMMENDATION:** 1) Authorize the acceptance of Funding Agricultural Replacement Measures for Emission Reductions (FARMER) Program Funds; 2) Accept the terms and conditions for the funds; and 3) Authorize the Executive Director/APCO and staff to execute the agreement, approved as to legal form, and to negotiate and execute agreements for eligible projects.

**SUMMARY:** This action formally accepts FARMER Funding for an estimated amount of \$70,000 including administrative allowance allocated to the AVAQMD. This action also accepts the terms and conditions for the funds, authorizes the Executive Director/APCO and staff to execute the Agreement, develop a FARMER Policies and Procedures, and to negotiate and execute agreements for eligible projects.

**BACKGROUND:** The California State Legislature allocated \$135 million to the California Air Resources Board (CARB) to reduce agricultural sector emissions by providing grants, rebates, and other financial incentives for agricultural harvesting equipment, heavy-duty trucks, agricultural pump engines, tractors, and other equipment used in agricultural operations. CARB has established a program to fund reduction projects related to the FARMER program. The FARMER Program is structured similar to the Carl Moyer Program that provides grants for cleaner-than-required engines and equipment. Eligible projects will reduce criteria pollutants, toxic air contaminants, and GHG emissions from agricultural sources. Projects will be selected pursuant to the Carl Moyer Program 2017 guidelines.

**REASON FOR RECOMMENDATION:** CARB requires the Governing Board formally approve District acceptance of the funds and participation in the program.

**REVIEW BY OTHERS:** This item was reviewed by Allison E. Burns Special Counsel to the Governing Board as to legal form and by Bret Banks, Executive Director/APCO – Antelope Valley Operations on or before September 27, 2020.

**FINANCIAL DATA:** FARMER funds are supplementary to the AVAQMD budget.

**PRESENTER:** Julie McKeehan, Grants Analyst

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cc: Jean Bracy  
Laquita Cole  
Michelle Powell  
Julie McKeehan

The following page(s) contain the backup material for Agenda Item: [1\) Approve \\$60,000 in Mobile Source Emissions Reduction Program \(AB 923\) funds toward continued implementation of the District's Voluntary Accelerated Vehicle Retirement Program \(VAVR\); and 2\) Authorize the Deputy Director and staff to negotiate target time frames and technical project details and execute an agreement, approved as to legal form by the Office of District Counsel. Presenter: Julie McKeehan, Grants Analyst.](#)  
Please scroll down to view the backup material.

**MINUTES OF THE GOVERNING BOARD  
OF THE ANTELOPE VALLEY AIR QUALITY MANAGEMENT DISTRICT  
LANCASTER, CALIFORNIA**

*AGENDA ITEM #5*

**DATE:** September 15, 2020

**RECOMMENDATION:** 1) Approve \$60,000 in Mobile Source Emissions Reduction Program (AB 923) funds toward continued implementation of the District's Voluntary Accelerated Vehicle Retirement Program (VAVR); and 2) Authorize the Deputy Director and staff to negotiate target time frames and technical project details and execute an agreement, approved as to legal form by the Office of District Counsel.

**SUMMARY:** This item approved the continued implementation of the District's VAVR program pursuant to the requirements of the 2017 Carl Moyer Program Guidelines. This item also authorizes \$50,000 of AB 923 funds to be used toward eligible vehicle retirement projects and \$10,000 to be used toward VAVR program administration.

**BACKGROUND:** In 2004, the AVAQMD Governing Board approved funding towards the implementation of a vehicle retirement program. The program was implemented with AB 2766 funds. In 2008, CARB expanded the Carl Moyer Program to include light duty vehicle retirement programs. Pursuant to this expansion, the AVAQMD modified its existing vehicle retirement program utilizing Carl Moyer Program and AB 2766 funds. In September 2013 the Board approved the use of AB 923 funds to be used toward VAVR projects pursuant to the Carl Moyer guidelines.

**REASON FOR RECOMMENDATION:** Governing Board approval is needed to fund Carl Moyer eligible projects including any related funding that will be used to meet the match requirement. Additionally, Governing Board authorization is needed for the Executive Director/APCO to negotiate and execute an agreement with the grant recipient.

**REVIEW BY OTHERS:** This item was reviewed by Allison E. Burns, Special Counsel to the Governing Board, as to legal form and by Bret Banks, Executive Director/APCO - Antelope Valley Operations on or before August 27, 2020.

**FINANCIAL DATA:** Sufficient funding is available from the District's Mobile Source Emissions Reduction Program (AB 923) funds and Carl Moyer funds allocated to administration.

**PRESENTER:** Julie McKeehan, Grants Analyst

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cc: Jean Bracy  
Laquita Cole  
Michelle Powell  
Julie McKeehan

The following page(s) contain the backup material for Agenda Item: [Approve payments to MDAQMD in the amount of \\$154,263.36 for July 2020. Presenter: Bret Banks, Executive Director/APCO.](#)

Please scroll down to view the backup material.

**MINUTES OF THE GOVERNING BOARD  
OF THE ANTELOPE VALLEY AIR QUALITY MANAGEMENT DISTRICT  
LANCASTER, CALIFORNIA**

*AGENDA ITEM #6*

**DATE:** September 15, 2020

**RECOMMENDATION:** Approve payments to MDAQMD in the amount of \$154,263.36. for July 2020.

**SUMMARY:** The District contracts for services with MDAQMD; an invoice for services is presented for payment.

**BACKGROUND:** Key Expenses: Staffing costs \$134,572.96.

**REASON FOR RECOMMENDATION:** The AVAQMD Governing Board must authorize all payments to the MDAQMD.

**REVIEW BY OTHERS:** This item was reviewed by Allison Burns, Special Counsel as to legal form; and by Bret Banks, Executive Director/APCO, on or before August 31, 2020.

**FINANCIAL DATA:** The contract and direct expenditure amounts are part of the approved District budget for FY21. No change in appropriations is anticipated as a result of the approval of this item.

**PRESENTER:** Bret Banks, Executive Director/APCO





**Mojave Desert AQMD**  
 14306 Park Avenue  
 Victorville, CA 92392  
 760.245.1661

Due Date **DUE UPON RECEIPT**  
 Invoice Date **7/31/2020**  
 Invoice Number **42733**

# INVOICE

<b>Bill To :</b>
<b>ANTELOPE VALLEY AQMD    43301 DIVISION ST. SUITE 206    LANCASTER, CA 93535</b>
<b>Company ID 10193</b>

<b>FY21</b>		<b>Amount</b>
Program Staff	Program Staff	107,027.31
Program Staff	Engineering	27,545.65
Professional Services	Audit	583.37
Non-Depreciable Equipment	Air Monitoring	162.41
OVERHEAD	14% of TOTAL	18,944.62
<p>TO INSURE PROPER CREDIT -            PLEASE INCLUDE A COPY OF THE INVOICE WITH YOUR PAYMENT</p> <p>FOR CREDIT CARD PAYMENTS            PLEASE VISIT <a href="http://www.mdaqmd.ca.gov">www.mdaqmd.ca.gov</a></p>		
		<b>Invoice Total 154,263.36</b>
<b>MAKE CHECKS PAYABLE TO MOJAVE DESERT AQMD</b>		<b>Amount Paid 0.00</b>
<b>PLEASE INCLUDE THE INVOICE NUMBER ON THE CHECK</b>		<b>Balance Due 154,263.36</b>

**Mojave Desert AQMD**  
**ANTELOPE VALLEY AQMD - Billing & Analysis**  
at 7/31/2020

	<u>M-T-D</u> <u>Actual</u>	<u>Y-T-D</u> <u>Actual</u>	<u>Y-T-D</u> <u>Budget</u>	<u>Variance</u>
<b><u>Operating Expenditures</u></b>				
Operating Expenses				
Office Expenses				
Communications				
Vehicles				
Program Costs				
Travel				
Professional Services				
Payroll Contract	13.37	13.37	0.00	0.00
Financial Services	570.00	570.00	0.00	0.00
Depreciation				
Maintenance & Repairs				
Non-Depreciable Inventory				
Machinery & Equipment Exp	137.68	137.68	0.00	0.00
Safety Equipment Exp	24.73	24.73	0.00	0.00
Dues & Subscriptions				
Legal				
Miscellaneous Expense				
Suspense				
Capital Expenditures				
Other Expenses				
<b>Total Operating Expenditures</b>	<b>745.78</b>	<b>745.78</b>	<b>0.00</b>	<b>0.00</b>
<b><u>Salaries &amp; Benefits</u></b>				
Antelope Valley Contract				
Antelope Valley Contract	68,986.96	68,986.96	0.00	0.00
Antelope Valley AB2766	17,266.13	17,266.13	0.00	0.00
Antelope Valley R21	1,774.37	1,774.37	0.00	0.00
Antelope Valley AB134	1,882.61	1,882.61	0.00	0.00
Antelope Valley AB617	5,228.82	5,228.82	0.00	0.00
Antelope Valley AB923	2,860.11	2,860.11	0.00	0.00
Antelope Valley Farmers	507.89	507.89	0.00	0.00
Antelope Valley NSR Northrop	6,438.93	6,438.93	0.00	0.00
Grumman				
Antelope Valley PERP	1,578.46	1,578.46	0.00	0.00
Antelope Valley Subvention	503.03	503.03	0.00	0.00
<b>Total Salaries &amp; Benefits</b>	<b>107,027.31</b>	<b>107,027.31</b>	<b>0.00</b>	<b>0.00</b>
<b>Total Expenditures</b>	<b>107,773.09</b>	<b>107,773.09</b>	<b>0.00</b>	<b>0.00</b>

The following page(s) contain the backup material for Agenda Item: [Receive and file the Financial Report. This Preliminary Financial Report is provided to the Governing Board for information concerning the fiscal status of the District at July 31, 2020. The Financial Reports provide financial and budget performance information for the District for the period referenced. Presenter: Bret Banks, Executive Director/APCO.](#)

Please scroll down to view the backup material.

**MINUTES OF THE GOVERNING BOARD  
OF THE ANTELOPE VALLEY AIR QUALITY MANAGEMENT DISTRICT  
LANCASTER, CALIFORNIA**

*AGENDA ITEM #7*

**DATE:** September 15, 2020.

**RECOMMENDATION:** Receive and file.

**SUMMARY:** This Preliminary Financial Report is provided to the Governing Board for information concerning the fiscal status of the District at July 31, 2020.

**BACKGROUND:** The Financial Reports for June provide financial and budget performance information for the District for the period referenced.

**BALANCE SHEET.** The balance sheet summarizes the District's financial position on July 31, 2020.

**STATEMENT OF REVENUES & EXPENDITURES.** A summary of all District revenue and related expenditures incurred in the day to day administration of District Operations.

**STATEMENT OF ACTIVITY.** The target variance for July is 8%.

*District Wide* reports details revenue and expenses for the District's operating account and grant funds. *Contracted Services* reports the expenses made by the (MDAQMD) and passed through to the District. *Report Recap* is consolidates both reports.

**BANK REGISTERS.** This report details the Districts bank activity.

**DISTRICT CARDS.** This report details purchases made using the District's credit cards.

**REASON FOR RECOMMENDATION:** Receive and file.

**REVIEW BY OTHERS:** This item was reviewed by Allison Burns, Special Counsel as to legal form and by Bret Banks, Executive Director/APCO (AVAQMD) on or about September 1, 2020.

**PRESENTER:** Bret Banks, Executive Director/APCO.

**Antelope Valley AQMD**  
**Balance Sheet - Governmental Funds**  
**As of July 31, 2020**

## Financial Report

	<u>General Fund</u>	<u>AB2766 Mobile Emissions</u>	<u>AB923 Mobile Emissions</u>	<u>Carl Moyer</u>	<u>Total</u>
<b>Assets</b>					
Current Assets					
Cash	3,884,820.28	333,016.83	1,200,250.69	1,101,415.31	6,519,503.11
Cash Held For Other Fund	(167,205.63)	60,899.47	5,031.16	101,275.00	0.00
Receivables	146,623.56	59,990.63	59,990.62	0.00	266,604.81
Pre-Paid	28,889.46	0.00	0.00	0.00	28,889.46
<b>Total Current Assets</b>	<b>3,893,127.67</b>	<b>453,906.93</b>	<b>1,265,272.47</b>	<b>1,202,690.31</b>	<b>6,814,997.38</b>
<b>Total Assets</b>	<b>3,893,127.67</b>	<b>453,906.93</b>	<b>1,265,272.47</b>	<b>1,202,690.31</b>	<b>6,814,997.38</b>
<b>Liabilities and Net Position</b>					
Current Liabilities					
Payables	415,326.05	0.00	0.00	0.00	415,326.05
Accruals	1,329.40	0.00	0.00	0.00	1,329.40
Due to Others	1,995.00	0.00	0.00	0.00	1,995.00
Unearned Revenue	0.00	0.00	0.00	1,125,253.98	1,125,253.98
<b>Total Current Liabilities</b>	<b>418,650.45</b>	<b>0.00</b>	<b>0.00</b>	<b>1,125,253.98</b>	<b>1,543,904.43</b>
Restricted Fund Balance	0.00	455,906.93	1,266,272.47	77,746.33	1,799,925.73
Cash Reserves	487,785.00	0.00	0.00	0.00	487,785.00
Unassigned Fund Balance	3,184,686.32	0.00	0.00	0.00	3,184,686.32
Pre-Paid	4,367.68	0.00	0.00	0.00	4,367.68
Change in Net Position	(202,361.78)	(2,000.00)	(1,000.00)	(310.00)	(205,671.78)
<b>Total Liabilities &amp; Net Position</b>	<b>3,893,127.67</b>	<b>453,906.93</b>	<b>1,265,272.47</b>	<b>1,202,690.31</b>	<b>6,814,997.38</b>

**Antelope Valley AQMD**  
**Statement of Revenues & Expenditures**  
**For the Period Ending July 31, 2020**

## Financial Report

	<u>General Fund</u>	<u>AB2766 Mobile Emissions Program</u>	<u>AB923 Mobile Emissions Program</u>	<u>Carl Moyer Program</u>	<u>Total Governmental Funds</u>
<b>Revenues</b>					
Application and Permit Fees	101,906.12	0.00	0.00	0.00	101,906.12
AB 2766 and Other Program Revenues	105.00	0.00	0.00	18,967.00	19,072.00
Fines	1,322.00	0.00	0.00	0.00	1,322.00
Investment Earnings	0.00	0.00	0.00	0.00	0.00
Federal and State	0.00	0.00	0.00	0.00	0.00
Miscellaneous Income	0.00	0.00	0.00	0.00	0.00
<b>Total Revenues</b>	<b>103,333.12</b>	<b>0.00</b>	<b>0.00</b>	<b>18,967.00</b>	<b>122,300.12</b>
<b>Expenditures</b>					
Program Staff	134,572.96	0.00	0.00	0.00	134,572.96
Services and Supplies	171,121.94	2,000.00	1,000.00	19,277.00	193,398.94
Contributions to Other Participants	0.00	0.00	0.00	0.00	0.00
Capital Outlay Improvements and Equipment	0.00	0.00	0.00	0.00	0.00
<b>Total Expenditures</b>	<b>305,694.90</b>	<b>2,000.00</b>	<b>1,000.00</b>	<b>19,277.00</b>	<b>327,971.90</b>
<b>Excess Revenue Over (Under) Expenditures</b>	<b>(202,361.78)</b>	<b>(2,000.00)</b>	<b>(1,000.00)</b>	<b>(310.00)</b>	<b>(205,671.78)</b>

**Antelope Valley AQMD**  
**Statement of Activity - MTD, MTM and YTD**  
**For 7/31/2020**

00 District Wide

	M-T-D Actual	Y-T-D Actual	Y-T-D Budget	% Budget to Actual
<b>Revenues</b>				
Permitting	81,566.12	81,566.12	1,024,500.00	(0.08)
Programs	19,072.00	19,072.00	2,667,385.00	(0.01)
Application Fees	21,662.00	21,662.00	41,500.00	(0.52)
State Revenue	0.00	0.00	169,500.00	0.00
Fines & Penalties	0.00	0.00	10,000.00	0.00
Interest Earned	0.00	0.00	58,000.00	0.00
<b>Total Revenues</b>	<b>122,300.12</b>	<b>122,300.12</b>	<b>3,970,885.00</b>	<b>(0.03)</b>
<b>Expenses</b>				
Office Expenses	7,161.28	7,161.28	97,475.00	0.07
Communications	2,028.95	2,028.95	18,500.00	0.11
Vehicles	1,186.96	1,186.96	5,500.00	0.22
Program Costs	157,277.00	157,277.00	2,036,085.00	0.08
Travel	0.00	0.00	12,150.00	0.00
Professional Services				
Research Studies	0.00	0.00	6,000.00	0.00
Consulting Fees	0.00	0.00	3,000.00	0.00
Stipends	700.00	700.00	8,400.00	0.08
Maintenance & Repairs	262.21	262.21	6,500.00	0.04
Non-Depreciable Inventory	800.47	800.47	1,000.00	0.80
Dues & Subscriptions	3,697.95	3,697.95	46,100.00	0.08
Legal	593.72	593.72	19,000.00	0.03
Miscellaneous Expense	0.00	0.00	1,000.00	0.00
Capital Expenditures	0.00	0.00	85,000.00	0.00
<b>Total Expenses</b>	<b>173,708.54</b>	<b>173,708.54</b>	<b>2,345,710.00</b>	<b>0.07</b>
<b>Program Staff</b>				
<b>Excess Revenue Over (Under) Expenditures</b>	<b>(51,408.42)</b>	<b>(51,408.42)</b>	<b>1,625,175.00</b>	<b>0.03</b>

**Antelope Valley AQMD**  
**Statement of Activity - MTD, MTM and YTD**  
**For 7/31/2020**

10 Contracted Services

M-T-D Actual	Y-T-D Actual	Y-T-D Budget	% Budget to Actual
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**Revenues****Expenses**

Professional Services

Payroll Contract

Financial Audit &amp; Actuarial Svcs

Non-Depreciable Inventory

**Total Expenses**

13.37	13.37	0.00	0.00
19,514.62	19,514.62	200,000.00	0.10
162.41	162.41	0.00	0.00
<b>19,690.40</b>	<b>19,690.40</b>	<b>200,000.00</b>	<b>0.10</b>

**Program Staff**

Program Staff

**Total Program Staff**

134,572.96	134,572.96	1,425,175.00	0.09
<b>134,572.96</b>	<b>134,572.96</b>	<b>1,425,175.00</b>	<b>0.09</b>

**Excess Revenue Over (Under) Expenditures**

<b>(154,263.36)</b>	<b>(154,263.36)</b>	<b>(1,625,175.00)</b>	<b>(0.09)</b>
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**Antelope Valley AQMD**  
**Statement of Activity - MTD, MTM and YTD**  
**For 7/31/2020**

Report Recap

	M-T-D Actual	Y-T-D Actual	Y-T-D Budget	% Budget to Actual
<b>Revenues</b>				
Permitting	81,566.12	81,566.12	1,024,500.00	(0.08)
Programs	19,072.00	19,072.00	2,667,385.00	(0.01)
Application Fees	21,662.00	21,662.00	41,500.00	(0.52)
State Revenue	0.00	0.00	169,500.00	0.00
Fines & Penalties	0.00	0.00	10,000.00	0.00
Interest Earned	0.00	0.00	58,000.00	0.00
<b>Total Revenues</b>	<b>122,300.12</b>	<b>122,300.12</b>	<b>3,970,885.00</b>	<b>(0.03)</b>
<b>Expenses</b>				
Office Expenses	7,161.28	7,161.28	97,475.00	0.07
Communications	2,028.95	2,028.95	18,500.00	0.11
Vehicles	1,186.96	1,186.96	5,500.00	0.22
Program Costs	157,277.00	157,277.00	2,036,085.00	0.08
Travel	0.00	0.00	12,150.00	0.00
Professional Services				
Payroll Contract	13.37	13.37	0.00	0.00
Financial Audit & Actuarial Svcs	19,514.62	19,514.62	200,000.00	0.10
Research Studies	0.00	0.00	6,000.00	0.00
Consulting Fees	0.00	0.00	3,000.00	0.00
Stipends	700.00	700.00	8,400.00	0.08
Maintenance & Repairs	262.21	262.21	6,500.00	0.04
Non-Depreciable Inventory	962.88	962.88	1,000.00	0.96
Dues & Subscriptions	3,697.95	3,697.95	46,100.00	0.08
Legal	593.72	593.72	19,000.00	0.03
Miscellaneous Expense	0.00	0.00	1,000.00	0.00
Capital Expenditures	0.00	0.00	85,000.00	0.00
<b>Total Expenses</b>	<b>193,398.94</b>	<b>193,398.94</b>	<b>2,545,710.00</b>	<b>0.08</b>
<b>Program Staff</b>				
Program Staff	134,572.96	134,572.96	1,425,175.00	0.09
<b>Total Program Staff</b>	<b>134,572.96</b>	<b>134,572.96</b>	<b>1,425,175.00</b>	<b>0.09</b>
<b>Excess Revenue Over (Under) Expenditures</b>	<b>(205,671.78)</b>	<b>(205,671.78)</b>	<b>0.00</b>	<b>0.00</b>

**Antelope Valley AQMD**  
**Bank Register from 7/01/2020 to 7/31/2020**  
Wells Fargo Operating

<u>Check/Ref</u>	<u>Date</u>	<u>Name/Description</u>	<u>Check Amount</u>	<u>Deposit Amount</u>	<u>Account Balance</u>
0000001	7/02/2020	Credit Card Transaction - Rosendin Electric	0.00	661.00	38,490.41
0004196	7/14/2020	[10076] ANTELOPE VALLEY AQMD-Bank Transfer - Credit Card A/R Receipts - June 2020	7,136.21	0.00	31,354.20
0004197	7/14/2020	[10003] ANTELOPE VALLEY COLLEGE FOUNDATION-2021Presidents Circle Membership	1,000.00	0.00	30,354.20
0004198	7/14/2020	[01148] ANTELOPE VALLEY PRESS-2020/2021 Subscription	252.95	0.00	30,101.25
0004199	7/14/2020	[10006] BANK OF THE WEST-CC Charges	494.79	0.00	29,606.46
0004200	7/14/2020	[10027] MOJAVE ENVIRONMENTAL EDUCATION CONSORTIUM-Gold Level Sponsorship	1,250.00	0.00	28,356.46
0004201	7/14/2020	[10260] QCS BUILDING SERVICES-Invoices 20976, 21040	283.83	0.00	28,072.63
0004202	7/14/2020	[10071] QUADIENT LEASING-Postage Meter Lease	77.75	0.00	27,994.88
0004203	7/14/2020	[10045] VERIZON BUSINESS-VOIP	425.11	0.00	27,569.77
0004204	7/14/2020	[10050] WOELFL FAMILY TRUST-Office Space Rent	4,719.83	0.00	22,849.94
0000001	7/17/2020	Credit Card Transactions - Lockheed Martin	0.00	9,824.00	32,673.94
0004205	7/23/2020	[10996] ANTELOPE VALLEY EDGE-AVEDGE Grand Charter Donation	1,000.00	0.00	31,673.94
0004206	7/23/2020	[10405] CANON FINANCIAL SERVICES-Copier Lease	250.77	0.00	31,423.17
0004207	7/23/2020	[10734] CIRCULATING AIR INC-Ambient air deflector installation on condensor outlet	366.00	0.00	31,057.17
0004208	7/23/2020	[10024] LOS ANGELES COUNTY FARM BUREAU-2021 Membership	195.00	0.00	30,862.17
0004209	7/23/2020	[10455] STRADLING YOCCA CARLSON & RAUTH-May 2020 Legal Counsel Services	1,790.00	0.00	29,072.17
0000001	7/24/2020	Credit Card Transaction - Yourway Construction	0.00	244.00	29,316.17
0000001	7/27/2020	Credit Card Transaction - DNH Aero Finishing	0.00	963.64	30,279.81
0000001	7/27/2020	Credit Card Transaction - Maison at 40th	0.00	661.00	30,940.81
0000001	7/27/2020	Credit Card Transaction - Lockheed	0.00	481.82	31,422.63
0000001	7/30/2020	Credit Card Transaction - A-1 Cleaners - ANJ Properties	0.00	3,192.06	34,614.69
0004210	7/30/2020	[10518] AUSTIN BISHOP-Attendance Governing Board Meeting Tuesday, July 21, 2020.	100.00	0.00	34,514.69
0004211	7/30/2020	[10055] NEWTON CHELETTE-Attendance Governing Board Meeting Tuesday, July 21, 2020.	100.00	0.00	34,414.69
0004212	7/30/2020	[10057] MARVIN CRIST-Attendance Governing Board Meeting Tuesday, July 21, 2020.	100.00	0.00	34,314.69
0004213	7/30/2020	[10502] DIGITAL DEPLOYMENT INC-Invoices 104190, 105130, 105599, 106096	800.00	0.00	33,514.69
0004214	7/30/2020	[10599] HOWARD HARRIS-Attendance Governing Board Meeting Tuesday, July 21, 2020.	100.00	0.00	33,414.69
0004215	7/30/2020	[10058] RONALD HAWKINS-Attendance Governing Board Meeting Tuesday, July 21, 2020.	100.00	0.00	33,314.69
0004216	7/30/2020	[10503] STEVEN D HOFBAUER-Attendance Governing Board Meeting Tuesday, July 21, 2020.	100.00	0.00	33,214.69
0004217	7/30/2020	[10023] LOS ANGELES COUNTY CLERK-NOE AV Rule 301 08/18/2020	75.00	0.00	33,139.69
0004218	7/30/2020	[10054] KENNETH MANN-Attendance Governing Board Meeting Tuesday, July 21, 2020.	100.00	0.00	33,039.69
0004219	7/30/2020	[10039] SPARKLETTS-Water Delivery Service	61.70	0.00	32,977.99

**Antelope Valley AQMD**  
**Bank Register from 7/01/2020 to 7/31/2020**  
Wells Fargo Operating

<u>Check/Ref</u>	<u>Date</u>	<u>Name/Description</u>	<u>Check Amount</u>	<u>Deposit Amount</u>	<u>Account Balance</u>
0004220	7/30/2020	[10040] SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY-Property Liability Insurance FY21	16,454.05	0.00	16,523.94
0004221	7/30/2020	[10455] STRADLING YOCCA CARLSON & RAUTH-Legal Services Charges	159.00	0.00	16,364.94
0004222	7/30/2020	[10072] USPS/NEOPOST-Prepaid Postage	1,000.00	0.00	15,364.94
0004223	7/30/2020	[10050] WOELFL FAMILY TRUST-Office Space Rent	4,719.83	0.00	10,645.11
R21-2	7/31/2020	Op Fund Rep #2	0.00	23,969.58	34,614.69
<b>Total for Report:</b>			<b>43,211.82</b>	<b>39,997.10</b>	

**Antelope Valley AQMD**  
**Bank Register from 7/01/2020 to 7/31/2020**  
LA County General Fund P6A

<u>Check/Ref</u>	<u>Date</u>	<u>Name/Description</u>	<u>Check Amount</u>	<u>Deposit Amount</u>	<u>Account Balance</u>
0000001	7/06/2020	Daily Deposit	0.00	11,715.06	2,536,612.64
0000374	7/08/2020	Daily Deposit	0.00	12,117.78	2,548,730.42
0000001	7/14/2020	Daily Deposit	0.00	17,704.69	2,566,435.11
0000375	7/22/2020	Daily Deposit	0.00	190,767.07	2,757,202.18
0000001	7/31/2020	Daily Deposit	0.00	2,490.00	2,759,692.18
R21-2	7/31/2020	Op Fund Rep #2	23,969.58	0.00	2,735,722.60
<b>Total for Report:</b>			<b>23,969.58</b>	<b>234,794.60</b>	

**Antelope Valley AQMD**  
**Bank Register from 7/01/2020 to 7/31/2020**  
**WF AB2766**

<u>Check/Ref</u>	<u>Date</u>	<u>Name/Description</u>	<u>Check Amount</u>	<u>Deposit Amount</u>	<u>Account Balance</u>
0022079	7/09/2020	[10980] NESTOR A ALEJO-AB2766 Grant	500.00	0.00	346,961.31
0022080	7/09/2020	[10986] BRIAN BELL-AB2766 Grant	1,000.00	0.00	345,961.31
0022081	7/09/2020	[10987] JUSTIN BOOSALIS-AB2766 Grant	500.00	0.00	345,461.31
0022082	7/09/2020	[10990] VALARIE ANNE DACAYAN-AB2766 Grant	500.00	0.00	344,961.31
0022083	7/09/2020	[10983] MICHAEL ENERIZ-AB2766 Grant	500.00	0.00	344,461.31
0022084	7/09/2020	[10982] FERMIN ESTRADA-AB2766 Grant	1,000.00	0.00	343,461.31
0022085	7/09/2020	[10985] PAULETTE FOURR-AB2766 Grant	1,000.00	0.00	342,461.31
0022086	7/09/2020	[10979] DANIEL HOLMAN-AB2766 Grant	500.00	0.00	341,961.31
0022087	7/09/2020	[10989] GEORGE ISKANDER-AB2766 Grant	1,000.00	0.00	340,961.31
0022088	7/09/2020	[10978] TORBEN TOKE JENSEN-AB2766 Grant	1,000.00	0.00	339,961.31
0022089	7/09/2020	[10984] RUBEN LUGO-AB2766 Grant	500.00	0.00	339,461.31
0022090	7/09/2020	[10993] MICHAEL J MERAMBLE-AB2766 Grant	500.00	0.00	338,961.31
0022091	7/09/2020	[10553] NELSON, PAUL A-AB2766 Grant	500.00	0.00	338,461.31
0022092	7/09/2020	[10991] DEBORA ESTELA RIVERA-AB2766 Grant	1,000.00	0.00	337,461.31
0022093	7/09/2020	[10981] ANTOINETTE SPANN-AB2766 Grant	2,500.00	0.00	334,961.31
0022094	7/09/2020	[10988] ALEC SUBERO-AB2766 Grant	500.00	0.00	334,461.31
0022095	7/09/2020	[10992] MATTHEW TSHUDY-AB2766 Grant	500.00	0.00	333,961.31
0022096	7/23/2020	[10994] AUGUSTO BLANCO-AB2766 Grant	500.00	0.00	333,461.31
0022097	7/23/2020	[10995] JAMES DAGGON-AB2766 Grant	500.00	0.00	332,961.31
0022098	7/23/2020	[10589] NIZA ORTIZ-AB2766 Grant	500.00	0.00	332,461.31
<b>Total for Report:</b>			<b>15,000.00</b>	<b>0.00</b>	

**Antelope Valley AQMD**  
**Bank Register from 7/01/2020 to 7/31/2020**  
**WF AB923**

<u>Check/Ref</u>	<u>Date</u>	<u>Name/Description</u>	<u>Check Amount</u>	<u>Deposit Amount</u>	<u>Account Balance</u>
0001014	7/09/2020	[01012] LANCASTER SCHOOL DISTRICT-AB923 Grant	23,000.00	0.00	1,199,526.31
0001015	7/09/2020	[10021] THE GREEN STATION-AB923 Grant	4,640.00	0.00	1,194,886.31
0001016	7/23/2020	[10884] COAST AUTO SALVAGE-AB923 Grant	1,000.00	0.00	1,193,886.31
<b>Total for Report:</b>			<b>28,640.00</b>	<b>0.00</b>	

**Antelope Valley AQMD**  
**Bank Register from 7/01/2020 to 7/31/2020**  
**WF Carl Moyer**

<u>Check/Ref</u>	<u>Date</u>	<u>Name/Description</u>	<u>Check Amount</u>	<u>Deposit Amount</u>	<u>Account Balance</u>
0011006	7/23/2020	[10448] BILLS LANDSCAPING, INC-Moyer Grant	18,967.00	0.00	1,098,255.79
0011007	7/23/2020	[10884] COAST AUTO SALVAGE-Moyer Grant	310.00	0.00	1,097,945.79
<b>Total for Report:</b>			<b>19,277.00</b>	<b>0.00</b>	

**Antelope Valley AQMD**  
**Bank Register from 7/01/2020 to 7/31/2020**  
**WF Special Revenue**

<u>Check/Ref</u>	<u>Date</u>	<u>Name/Description</u>	<u>Check Amount</u>	<u>Deposit Amount</u>	<u>Account Balance</u>
0009000	7/23/2020	[10439] ANTELOPE VALLEY FARMING-Farmers Grant	<u>135,000.00</u>	<u>0.00</u>	1,088,331.25
<b>Total for Report:</b>			<b>135,000.00</b>	<b>0.00</b>	



**Antelope Valley AQMD**  
**Bank Register from 7/01/2020 to 7/31/2020**  
District Cards

<u>Check/Ref</u>	<u>Date</u>	<u>Name/Description</u>	<u>Check Amount</u>	<u>Deposit Amount</u>	<u>Account Balance</u>
0000457	7/12/2020	[10580] CUBESMART-Monthly lease payment for storage unit for long term storage of District records and documents.	139.00	0.00	472.48
0000458	7/12/2020	[10581] SAM'S CLUB-Office Supplies	79.24	0.00	393.24
0000459	7/12/2020	[10997] THE HABIT-Staff meeting to discuss office operational changes with AQE out into August and Covid 19 office procedures.	50.29	0.00	342.95
0000460	7/12/2020	[10646] THE TIRE STORE- the tire store New tire for the Ram 1500 truck.	168.00	0.00	174.95
0000461	7/12/2020	[10649] WESTSIDE CHEVRON-Car Maintenance	58.26	0.00	116.69
0000067	7/12/2020	July 2020	0.00	494.79	611.48
<b>Total for Report:</b>			<b>494.79</b>	<b>494.79</b>	

The following page(s) contain the backup material for Agenda Item: 1) Award an amount not to exceed \$60,000 in Carl Moyer Program funds to Villa del Sol Sweet Cherry Farms for the replacement of an older diesel tractor with new, cleaner technology; and 2) Authorize the Deputy Director and staff to negotiate target time frames and technical project details and execute an agreement, approved as to legal form by the Office of District Counsel. Presenter: Julie McKeehan, Grants Analyst.  
Please scroll down to view the backup material.

**MINUTES OF THE GOVERNING BOARD  
OF THE ANTELOPE VALLEY AIR QUALITY MANAGEMENT DISTRICT  
LANCASTER, CALIFORNIA**

*AGENDA ITEM #8*

**DATE:** September 15, 2020

**RECOMMENDATION:** 1) Award an amount not to exceed \$60,000 in Carl Moyer Program funds to Villa del Sol Sweet Cherry Farms for the replacement of an older diesel tractor with new, cleaner technology; and 2) Authorize the Deputy Director and staff to negotiate target time frames and technical project details and execute an agreement, approved as to legal form by the Office of District Counsel.

**SUMMARY:** This item awards an amount not to exceed \$60,000 of Carl Moyer Program funds to Villa del Sol Sweet Cherry Farms (Villa del Sol) for the replacement of a Tier 0, 1996 diesel tractor with new, cleaner technology certified to the Final Tier 4/current emission standards.

**BACKGROUND:** AVAQMD has received an application from Villa del Sol requesting grant funding under the Carl Moyer Program towards retirement and replacement of older diesel off-road equipment. Villa del Sol proposes voluntary participation in the Carl Moyer Program to reduce emissions by early retirement of an older, higher polluting diesel-powered tractor and replacing it with new, cleaner technology that meets the current emission standards. Staff has evaluated the project for Carl Moyer eligibility pursuant to the guidelines and finds the applicant eligible for an estimated 80 percent of project funds toward the replacement equipment. Retirement of the proposed project produces 0.16 tons/yr. early emission reductions with a 7-year project life. Early fleet turnover provides emission reductions that help the Valley towards attainment of the national ambient air quality standards.

**REASON FOR RECOMMENDATION:** Governing Board approval is needed to fund Carl Moyer projects. Additionally, Governing Board authorization is needed for the Executive Director/APCO and staff to negotiate and execute an agreement with the grant recipient.

**REVIEW BY OTHERS:** This item was reviewed by Allison E. Burns, Special Counsel to the Governing Board, as to legal form and by Bret Banks, Executive Director/APCO on or before September 1, 2020.

**FINANCIAL DATA:** Funding is granted from the District's Carl Moyer Program funds.

**PRESENTER:** Julie McKeehan, Grants Analyst

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cc: Jean Bracy  
Laquita Cole  
Michelle Powell  
Julie McKeehan

The following page(s) contain the backup material for Agenda Item: [Approve a contractual agreement with the Los Angeles/Orange Counties Building and Construction Trades Council and the signatory Craft Councils and Local Unions and 2\) Authorize the Executive Director/APCO to execute the agreement, approved as to legal form by the Office of District Counsel. Presenter: Bret Banks, Executive Director/APCO.](#)

Please scroll down to view the backup material.

**MINUTES OF THE GOVERNING BOARD  
OF THE ANTELOPE VALLEY AIR QUALITY MANAGEMENT DISTRICT  
LANCASTER, CALIFORNIA**

*AGENDA ITEM #9*

**DATE:** September 15, 2020

**RECOMMENDATION:** 1) Approve a contractual agreement with the Los Angeles/Orange Counties Building and Construction Trades Council and the signatory Craft Councils and Local Unions and 2) Authorize the Executive Director/APCO to execute the agreement, approved as to legal form by the Office of District Counsel.

**SUMMARY:** Community Workforce Agreement between the Antelope Valley Air Quality Management District, the Los Angeles/Orange Counties Building and Construction Trades Council and the signatory Craft Councils and Local Unions.

**BACKGROUND:** The Agreement establishes the labor relations Policies and Procedures for the District and craft employees represented by the Unions engaged in the construction work.

The Agreement shall apply and is limited to Contractors involved in construction trades. The work covered by the Agreement limited to construction, renovation, upgrade and improvement work that exceeds \$100,000.00 and is funded by AVAQMD.

**REASON FOR RECOMMENDATION:** Governing Board approval is needed to enter into an agreement with the Los Angeles/Orange Counties Building and Construction Trades Council, the Craft Councils and Local Unions. Governing Board authorization is needed for the Executive Director/APCO to execute the agreement.

**REVIEW BY OTHERS:** This item was reviewed by Allison E. Burns, Special Counsel to the Governing Board, as to legal form and by Bret Banks, Executive Director/APCO – Antelope Valley Operations on or before September 1, 2020.

**FINANCIAL DATA:** No material effect on District budgets.

**PRESENTER:** Bret Banks, Executive Director

cc: Jean Bracy  
Laquita Cole  
Michelle Powell  
Julie McKeehan

COMMUNITY WORKFORCE AGREEMENT  
BY AND BETWEEN  
THE ANTELOPE VALLEY AIR QUALITY MANAGEMENT DISTRICT  
AND  
LOS ANGELES/ORANGE COUNTIES  
BUILDING AND CONSTRUCTION TRADES COUNCIL  
AND THE SIGNATORY CRAFT COUNCILS AND UNIONS

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**ANTELOPE VALLEY AIR QUALITY MANAGEMENT DISTRICT  
COMMUNITY WORKFORCE AGREEMENT**

This Community Workforce Agreement (“Agreement”) is entered into by and between the Antelope Valley Air Quality Management District and its successors or assigns, (“District”), the Los Angeles/Orange Counties Building and Construction Trades Council (“Council”), and the signatory Craft Councils and Local Unions signing this Agreement (collectively, the “Union” or “Unions”). This Agreement establishes the labor relations Policies and Procedures for the District and for the craft employees represented by the Unions engaged in the District’s Improvement Projects as more fully described below. The District, Council and Unions are hereinafter referred to herein, as the context may require, as “Party” or “Parties.”

It is understood by the Parties to this Agreement that if this Agreement is acceptable to the District, it will become the policy of the District for the Project Work to be contracted exclusively to Contractors who agree to execute and be bound by the terms of this Agreement, directly or through the Letter of Assent (a form of which is attached as “Attachment A”), and to require each of its subcontractors, of whatever tier, to become bound. The District shall include, directly or by incorporation by reference, the requirements of this Agreement in the advertisement of and/or specifications for each and every contract for Project Work to be awarded by the District, as well as requiring applicable recipients of rebates, as is more specifically set forth in this Agreement, of the requirements of this Agreement.

**ARTICLE I  
DEFINITIONS**

Section 1.1 "Agreement" means this Community Workforce Agreement.

Section 1.2 "Apprentice" means those employees indentured and participating in a Joint Labor/Management Apprenticeship Program approved by the State of California, Department of Industrial Relations, Division of Apprenticeship Standards.

Section 1.3 "Construction Contract" and "Construction Contracts" means any contract entered into by the District as defined by Section 2.2.

Section 1.4 “Contractor” means any individual firm, partnership or corporation, or combination thereof, including joint ventures, which is an independent business enterprise and which has entered into a Construction Contract with the District or any of its contractors or any of the District 's or contractor's subcontractors of any tier, with respect to the construction of any part of a Project under contract terms and conditions approved by the District and which incorporate this Agreement.

Section 1.5 "District" means the Antelope Valley Air Quality Management District.

Section 1.6 "Joint Labor/Management Apprenticeship Program" as used in this Agreement means a joint Union and Contractor administered apprenticeship program certified by the State of California, Department of Industrial Relations, Division of Apprenticeship Standards.



Section 1.7 "Letter of Assent" means the document that each Contractor (of any tier) must sign and submit to the District before beginning any Project Work, which formally binds such Contractor(s) to adherence to all the forms, requirements, and conditions of this Agreement in the form attached hereto as Attachment A.

Section 1.8 "Master Labor Agreements" or "MLA" as used in this Agreement means the local collective bargaining agreements of the signatory Unions having jurisdiction over the Project Work and which have signed this Agreement.

Section 1.9 "Project," "District Project" or "Project Work" means the construction work to be performed on District property or within easements secured by the District consisting of the construction of public projects, pursuant to a Construction Contract entered into by the District, as well as construction work funded from a rebate granted to businesses and public entities, as more fully described in Article 2, below.

Section 1.10 "Subscription Agreement" means the contract between a Contractor and a Union's Labor/Management Trust Fund(s) that allows the Contractor to make the appropriate fringe benefit contributions in accordance with the terms of a Master Labor Agreement.

Section 1.11 The use of masculine or feminine gender or titles in this Agreement should be construed as including both genders and not as gender limitations unless the Agreement clearly requires a different construction. Further, the use of Article titles and/or Section headings are for information only and carry no legal significance.

## **ARTICLE 2**

### **SCOPE OF THE AGREEMENT**

Section 2.1 General This Agreement shall apply and is limited to all of the District's Project Work, as specified in Section 2.2 of this Article, performed by those Contractor(s) of whatever tier that have contracts awarded for such work, for the development of the District's facilities which, jointly, constitute the Project, and have been designated by the District for construction or rehabilitation.

Section 2.2 Specific The work covered by this Agreement is defined and limited to:

(a) All construction, abatement, demolition, renovation, rehabilitation, upgrade and improvement work and new construction work pursuant to a Construction Contract that exceeds \$100,000.00 and all subcontracts arising from these Construction Contracts; and

(b) It is understood by the Parties that the District may at any time, and at its sole discretion, add additional projects under this Agreement not set forth in subsection (a), above.

(c) It is further agreed that businesses and public entities that receive a rebate from the District that exceeds \$100,000.00, shall require that the construction work funded from such rebate shall be performed under the terms and conditions of this Agreement.

Section 2.3 Bundling of Contracts The Parties understand that, to the maximum extent feasible, and consistent with goals of the District to (i) utilize this Agreement as the labor

relations policy for its construction and rehabilitation program and (ii) fully utilize the services of local small business enterprises for such construction and rehabilitation work:

(a) The District, in its sole discretion, will seek to group (or “bundle”) for bidding, contracts not meeting the thresholds of Section 2.2 (a) above. (Small contracts for like types of work, scheduled to be undertaken at the same facility or on the same project site, and within the same timeframe, will be considered for such bundling, consistent with economies of scale, and the purposes of this Agreement); and

(b) Project Work will not be split, divided, or otherwise separated for contract award purposes to avoid application of this Agreement.

Section 2.4 This Agreement shall not apply to any work of any Contractor other than that on Project Work specifically covered by this Agreement.

Section 2.5 Exclusions Items specifically excluded from the Scope of this Agreement include the following:

(a) Work of non-manual employees, including but not limited to: superintendents; supervisors; staff engineers; time keepers; mail carriers; clerks; office workers; messengers; guards; safety personnel; emergency medical and first aid technicians; and other professional, engineering, administrative, supervisory and management employees;

(b) Equipment and machinery owned or controlled and operated by the District;

(c) All off-site manufacture and handling of materials, equipment, or machinery; provided, however, that lay down or storage areas for equipment or material and manufacturing (prefabrication) sites, dedicated solely to the Project or Project Work, and the movement of materials or goods between locations on a Project site are within the scope of this Agreement;

(d) All employees of the District, Community Workforce Coordinator, design teams (including, but not limited to architects engineers and master planners), or any other consultants for the District (including, but not limited to, project managers and construction managers and their employees where not engaged in Project Work) and their sub-consultants, and other employees of professional service organizations, not performing manual labor within the scope of this Agreement; provided, however, that it is understood and agreed that Building/Construction Inspector and Field Soils and Materials Testers (Inspectors) are a covered craft under the CWA. (This inclusion applies to the scope of work defined in the State of California Wage Determination for said Craft. This shall also specifically include such work where it is referred to by utilization of such terms as "quality control" or "quality assurance." Every Inspector performing under the Wage classification of Building/Construction Inspector and Field Soils and Material Testers under a professional services agreement of a construction contract shall be bound to all applicable requirements of the CWA.) Covered Work as defined by this Agreement shall be performed pursuant to the terms and conditions of this Agreement regardless of the manner in which the work was awarded;

(e) Any work performed on or near or leading to or into a site of work covered by this Agreement and undertaken by state, county, District or other governmental bodies, or their

Contractors; or by public utilities, or their Contractors; and/or by the District or its Contractors (for work for which is not within the scope of this Agreement);

(f) Off-site maintenance of leased equipment and on-site supervision of such work;

(g) It is recognized that certain materials, equipment, and systems of a highly technical and specialized nature will have to be installed at the Project. The nature of the materials, equipment, and systems, together with requirements of manufacturer's or vendor's warranty, may dictate that it be prefabricated, pre-piped, and/or pre-wired and that it be installed under the supervision and direction of Owner's and/or manufacturer's personnel. The Unions agree to install such material, equipment, and systems without incident;

(h) Non-construction support services contracted by the District, Community Workforce Coordinator, or Contractor in connection with this Project;

(i) Off-site laboratory work for testing.

## Section 2.6 Awarding of Contracts

(a) The District and/or the Contractors, as appropriate, have the absolute right to award contracts or subcontracts on this Project to any Contractor notwithstanding the existence or non-existence of any agreements between such Contractor and any Union parties, provided only that such Contractor is willing, ready and able to execute and comply with this Community Workforce Agreement should such Contractor be awarded work covered by this Agreement.

(b) It is agreed that all Contractors and subcontractors of whatever tier, who have been awarded contracts for work covered by this Agreement, shall be required to accept and be bound to the terms and conditions of this Community Workforce Agreement, and shall evidence their acceptance by the execution of the Letter of Assent as set forth in Attachment A hereto, prior to the commencement of work. At the time that any Contractor enters into a subcontract with any subcontractor of any tier providing for the performance on the construction contract, the Contractor shall provide a copy of this Agreement to said subcontractor and shall require the subcontractor, as a part of accepting the award of a construction subcontract, to agree in writing in the form of a Letter of Assent to be bound by each and every provision of this Agreement prior to the commencement of work on the Project. No Contractor or subcontractor shall commence Project Work without having first provided a copy of the Letter of Assent as executed by it to the Community Workforce Coordinator and to the Council forty-eight (48) hours before the commencement of Project Work, or within forty-eight (48) hours after the award of Project Work to that Contractor (or subcontractor), whichever occurs later.

(c) The District agrees that to the extent permitted by law and consistent with the economy and efficiency of construction and operation, it will use its best efforts to purchase materials, equipment and supplies which will not create labor strife. Under all circumstances, however, the District shall retain the absolute right to select the lowest reliable and responsible bidder for the award of contracts on all projects.

## Section 2.7 Coverage Exception

(a) This Agreement shall not apply if the District receives funding or assistance from any Federal, State, local or other public entity for the Construction Contract if a requirement, condition or other term of receiving that funding or assistance, at the time of the awarding of the contract, is that the District not require, bidders, contractors, subcontractors or other persons or entities to enter into an agreement with one or more labor organizations or enter into an agreement that contains any of the terms set forth herein. The District agrees that it will make every effort to establish the enforcement of this Agreement with any governmental agency or granting authority.

## Section 2.8 Master Labor Agreements

(a) The provisions of this Agreement, including the MLAs, (which are the local Master Labor Agreements of the signatory Unions having jurisdiction over the work on the Project, as such may be changed from time-to-time and which are incorporated herein by reference) shall apply to the work covered by this Agreement, notwithstanding the provisions of any other local, area and/or national agreement which may conflict with or differ from the terms of this Agreement. However, such does not apply to work performed under the National Cooling Tower Agreement, the National Stack Agreement, the National Transit Division Agreement (NTD), or within the jurisdiction of the International Union of Elevator Constructors and all instrument calibration and loop checking work performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, except that Articles dealing with Work Stoppages and Lock-Outs, Work Assignments and Jurisdictional Disputes, and Settlement of Grievances and Disputes shall apply to such work. It is specifically agreed that no later agreement shall be deemed to have precedence over this Agreement unless signed by all Parties signatory hereto who are then currently employed or represented at the Project. Where a subject covered by the provisions of this Agreement is also covered by a MLA, the provisions of this Agreement shall apply. Where a subject is covered by a provision of a MLA and not covered by this Agreement, the provisions of the MLA shall prevail. Any dispute as to the applicable source between this Agreement and any MLA for determining the wages, hours of working conditions of employees on this Project shall be resolved under the procedures established in Article 10.

(b) It is understood that this Agreement, together with the referenced MLA's, constitutes a self-contained, stand-alone agreement and by virtue of having become bound to this Community Workforce Agreement, the Contractor will not be obligated to sign any other local, area or national collective bargaining agreement as a condition of performing work within the scope of this Agreement (provided, however, that the Contractor may be required to sign a uniformly applied, non-discriminatory Participation Agreement at the request of the trustees or administrator of a trust fund established pursuant to Section 302 of the Labor Management Relations Act, and to which such Contractor is bound to make contributions under this Agreement, provided that such Participation Agreement does not purport to bind the Contractor beyond the terms and conditions of this Agreement and/or expand its obligation to make contributions pursuant thereto). It shall be the responsibility of the prime Contractor to have each of its subcontractors sign the documents described herein, with the appropriate Craft Union prior to the subcontractor beginning work on covered Projects.

Section 2.9 Workers' Compensation Carve-out The Parties recognize the potential which the Project Work may provide for the implementation of a cost-effective workers' compensation

system, as permitted by revised California Labor Code Section 3201.5, and it is understood that the District is in an ongoing review of the value of such a program. Should the District request, the Union parties agree to meet and negotiate in good faith with representatives of the District for the development, and subsequent implementation, of an effective program involving improved and revised dispute resolution and medical care procedures for the delivery of workers' compensation benefits and medical coverage as permitted by the California Labor Code.

**Section 2.10 Binding Signatories Only** This Agreement shall only be binding on the signatory Parties hereto, and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such Party.

**Section 2.11 Other District Work** This Agreement shall be limited to the construction work within the Scope of this Agreement including, specifically, site preparation and related demolition work, and new construction and major rehabilitation work for new or existing facilities referenced in Section 2.2 above. Nothing contained herein shall be interpreted to prohibit, restrict, or interfere with the performance of any other operation, work or function not covered by this Agreement, which may be performed by District Employees or contracted for by the District for its own account, on its property or in and around a Project site.

**Section 2.12 Separate Liability** It is understood that the liability of the Contractor(s) and the liability of the separate Unions under this Agreement shall be several and not joint. The Unions agree that this Agreement does not have the effect of creating any joint employment status between or among the District and/or any Contractor.

**Section 2.13 Completed Project Work** As areas of covered work are accepted by the District, this Agreement shall have no further force or effect on such items or areas except where the Contractor is directed by the District or its representatives to engage in repairs, modification, check-out and/or warranties functions required by its contract(s) with the District.

### **ARTICLE 3**

#### **UNION RECOGNITION AND EMPLOYMENT**

**Section 3.1 Recognition** The Contractor recognizes the Council and the signatory local Unions as the exclusive bargaining representative for the employees engaged in Project Work. Contractors further recognize that the Unions shall be the primary source of all craft labor employed on District Projects. In the event that a Contractor has its own core workforce, said Contractor shall follow the procedures outlined below.

**Section 3.2 Contractor Selection of Employees** The Contractor shall have the right to determine the competency of all employees, the number of employees required, the duties of such employees within their craft jurisdiction, and shall have the sole responsibility for selecting employees to be laid off, unless expressly limited or required by a specific provision of this Agreement or an MLA. The Contractor shall also have the right to reject any applicant referred by a Union for any reason, subject to any required reporting pay; provided, however, that such right is exercised in good faith and not for the purpose of avoiding the Contractor's commitment to employ qualified workers through the procedures endorsed in this Agreement.

### Section 3.3 Referral Procedures

(a) For signatory Unions now having a job referral system contained in a MLA, the Contractor agrees to comply with such system and it shall be used exclusively by such Contractor, except as modified by this Agreement. Such job referral system will be operated in a nondiscriminatory manner and in full compliance with federal, state, and local laws and regulations which require equal employment opportunities and non-discrimination. All of the foregoing hiring procedures, including related practices affecting apprenticeship, shall be operated so as to consider the goals of the District to encourage employment of District residents and utilization of small local businesses on the Project, and to facilitate the ability of all Contractors to meet their employment needs.

(b) The local Unions will exert their best efforts to recruit and refer sufficient numbers of skilled craft workers to fulfill the labor requirements of the Contractor, including specific employment obligations to which the Contractor may be legally and/or contractually obligated; and to refer apprentices as requested to develop a larger, skilled workforce. The local Unions will work with their affiliated regional and national unions, to identify and refer competent craft persons as needed for Project Work, and to identify and hire individuals, particularly residents of the District, for entrance into joint labor/management apprenticeship programs, or to participate in other identified programs and procedures to assist individuals in qualifying and becoming eligible for such apprenticeship programs, all maintained to increase the available supply of skilled craft personnel for Project Work and future construction of maintenance work to be undertaken by the District.

(c) The Union shall not knowingly refer an employee currently employed by a Contractor on a covered Project to any other Contractor.

Section 3.4 Non-Discrimination in Referral, Employment, and Contracting The Unions and the Contractors agree that they will not discriminate against any employee or applicant for employment in hiring and dispatching on the basis of race, color, religion, sex, gender, national origin, age, membership in a labor organization, sexual orientation, political affiliation, marital status, or disability. Further, it is recognized that the District has certain policies, programs, and goals for the utilization of local small business enterprises. The Parties shall jointly endeavor to assure that these commitments are fully met, and that any provisions of this Agreement which may appear to interfere with local small business enterprises successfully bidding for work within the scope of this Agreement shall be carefully reviewed, and adjustments made as may be appropriate and agreed upon among the Parties, to ensure full compliance with the spirit and letter of the District's policies and commitment to its goals for the significant utilization of local small businesses as direct Contractors or suppliers for Project Work.

### Section 3.5 Employment of Local Residents

(a) The Unions and Employers agree that, to the extent allowed by law, and as long as they possess the requisite skills and qualifications, the Unions will exert their best efforts to refer and/or recruit sufficient numbers of skilled craft "Local Residents" as defined herein, to fulfill the requirements of the Employers. In recognition of the fact that the communities surrounding Project Work will be impacted by the construction of the Project Work, the parties agree to support the hiring of workers from the residents of these surrounding areas. Towards

that end, the Parties hereby establish a goal that 30% of all construction labor hours worked on the Project shall be from Veterans and individuals who have successfully completed the Building Trades Multi-Craft Core Curriculum Pre-Apprenticeship Program, regardless of where they reside, and qualified area residents residing: first, in those first tier zip codes which overlap the greater Antelope Valley area, as reflected on the list of U.S. Postal Service zip codes attached hereto as “Attachment B”, second, area residents residing within the remainder of the County of Los Angeles. For dispatch purposes, employees described in this Section 3.5 (a) shall be referred to as “Local Residents.”

(b) A goal of 30% of the total work hours performed on the Project shall be from Local Residents.

Section 3.6 To facilitate the dispatch of local residents, veterans and individuals who have successfully completed the Building Trades Multi-Craft Core Curriculum Pre-Apprenticeship Program, all Contractors will be required to utilize the Craft Employee Request Form whenever they are requesting the referral of any employee from a Union referral list for any Covered Project, a sample of which is attached as Attachment C. When local residents, veterans, and individuals who have successfully completed the Building Trades Multi-Craft Core Curriculum Pre-Apprenticeship Program are requested by the Employers, the Unions will refer such workers regardless of their place in the Unions’ hiring halls’ list and normal referral procedures.

Section 3.7 Helmets to Hardhats The Employers and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The employers and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter “Center”) and the Center’s “Helmets to Hardhats” program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the Parties. For purposes of this Agreement the term “Eligible Veteran” shall have the same meaning as the term “veteran” as defined under Title 5, Section 2108(1) of the United States Code as the same may be amended or re-codified from time to time. It shall be the responsibility of each qualified District resident to provide the Unions with proof of his/her status as an Eligible Veteran.

The Unions and Employers agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

### Section 3.8 Core Employees

(a) Contractors which are not independently signatory to a Master Labor Agreement may employ, as needed, first, a member of his core workforce, then an employee through a referral from the appropriate Union hiring hall, then a second core employee, then a second employee through the referral system, and so on until a maximum of five (5) core employees are employed, thereafter, all additional employees in the affected trade or craft shall be requisitioned from the craft hiring hall in accordance with Section 3.3. In the laying off of employees, the number of core employees shall not exceed one-half plus one of the workforce for an employer

with 10 or fewer employees, assuming the remaining employees are qualified to undertake the work available. This provision applies only to Contractors which are not independently signatory to a Master Labor Agreement and is not intended to limit the transfer provisions of the MLA of any trade. As part of this process, and in order to facilitate the contract administration procedures, as well as appropriate fringe benefit fund coverage, all Contractors shall require their core employees and any other persons employed other than through the Union referral process, to register with the appropriate Union hiring hall, if any, prior to their first day of employment at a project site.

(b) The core work force is comprised of those employees whose names appeared on the Contractor's active payroll for sixty (60) of the one hundred (100) working days immediately before award of Project Work to the Contractor; who have worked at least two-thousand (2,000) hours in the construction craft in which they are employed, during the prior four (4) years; who possess any license required by state or federal law for the Project Work to be performed; and who have the ability to safely perform the basic functions of the applicable trade.

(c) Prior to each Contractor performing any work on the Project, each Contractor shall provide a list of his core employees to the Council. Failure to do so will prohibit the Contractor from using any core employees. Upon request by any Party to this Agreement, the Contractor hiring any core employee shall provide satisfactory proof (i.e., payroll records, quarterly tax records, driver's license, voter registration, postal address, and such other documentation) evidencing the core employee's qualification as a core employee to the Council.

(d) Hours worked by residents of states other than California shall not be included in the calculation of total hours of Project Work for purposes of the percentage requirements set forth above.

**Section 3.9 Time for Referral** If any Union's registration and referral system does not fulfill the requirements for specific classifications requested by any Contractor within forty-eight (48) hours (excluding Saturdays, Sundays, and holidays), that Contractor may use employment sources other than the Union registration and referral services and may employ applicants meeting such standards from any other available source. The Contractors shall inform the Union of any applicants hired from other sources within forty-eight (48) hours of such applicant being hired, and such applicants shall register with the appropriate hiring hall, if any, prior to their first day of employment at a project site.

**Section 3.10 Lack of Referral Procedure** If a signatory local Union does not have a job referral system as set forth in Section 3.3 above, the Contractors shall give the Union equal opportunity to refer applicants. The Contractors shall notify the Union of employees so hired, as set forth in Section 3.5.

**Section 3.11 Individual Seniority** Except as provided in Section 4.3, individual seniority shall not be recognized or applied to employees working on the Project; provided, however, that group and/or classification seniority in a Union's MLA as of the effective date of this Agreement shall be recognized for purposes of layoffs.

**Section 3.12 Foremen** The selection and number of craft foreman and/or general foreman shall be the responsibility of the Contractor. All foremen shall take orders exclusively from the



designated Contractor representatives. Craft foreman shall be designated as working foreman at the request of the Contractors.

## **ARTICLE 4**

### **UNION ACCESS AND STEWARDS**

Section 4.1 Access to Project Sites Authorized representatives of the Union shall have access to Project Work, provided that they do not interfere with the work of employees and further provided that such representatives fully comply with posted visitor, security, and safety rules.

#### Section 4.2 Stewards

(a) Each signatory local Union shall have the right to dispatch a working journeyman as a steward for each shift and shall notify the Contractor in writing of the identity of the designated steward or stewards prior to the assumption of such person's duties as steward. Such designated steward or stewards shall not exercise any supervisory functions. There will be no non-working stewards. Stewards will receive the regular rate of pay for their respective crafts.

(b) In addition to his/her work as an employee, the steward should have the right to receive, but not to solicit, complaints or grievances and to discuss and assist in the adjustment of the same with the employee's appropriate supervisor. Each steward should be concerned only with the employees of the steward's Contractor and, if applicable, subcontractor(s), and not with the employees of any other Contractor. A Contractor will not discriminate against the steward in the proper performance of his/her Union duties.

(c) When a Contractor has multiple, non-contiguous work locations at one site, the Contractor may request, and the Union shall appoint such additional working stewards as the Contractor requests to provide independent coverage of one or more such locations. In such cases, a steward may not service more than one work location without the approval of the Contractor.

(d) The stewards shall not have the right to determine when overtime shall be worked or who shall work overtime.

Section 4.3 Steward Layoff/Discharge The Contractor agrees to notify the appropriate Union twenty-four (24) hours before the layoff of a steward, except in the case of disciplinary discharge for just cause. If the steward is protected against such layoff by the provisions of the applicable MLA, such provisions shall be recognized when the steward possesses the necessary qualifications to perform the remaining work. In any case in which the steward is discharged or disciplined for just cause, the appropriate Union will be notified immediately by the Contractor, and such discharge or discipline shall not become final (subject to any later filed grievance) until twenty-four (24) hours after such notice have been given.

Section 4.4 Employees on Non-Project Work On work where the personnel of the District may be working in close proximity to the construction activities covered by this Agreement, the Union agrees that the Union representatives, stewards, and individual workers will not interfere with the District personnel, or with personnel employed by the any other employer not a Party to this Agreement.

**ARTICLE 5**  
**WAGES AND BENEFITS**

Section 5.1 Wages All employees covered by this Agreement shall be classified in accordance with work performed and paid by the Contractors the hourly wage rates for those classifications in compliance with the applicable prevailing wage rate determination established pursuant to applicable law. If a prevailing rate increases under law, the Contractor shall pay that rate as of its effective date under the law. Notwithstanding any other provision in this Agreement, Contractors directly signatory to one or more of the MLAs are required to pay all of the wages set forth in those MLAs without reference to the forgoing.

Section 5.2 Benefits

(a) Contractors shall pay contributions to the established employee benefit funds in the amounts designated in the appropriate MLA and make all employee–authorized deductions in the amounts designated in the appropriate MLA, however, such contributions shall not exceed the contribution amounts set forth in the applicable prevailing wage determination. Notwithstanding any other provision in this Agreement, Contractors directly signatory to one or more of the MLA are required to make all contributions set forth in those MLA without reference to the foregoing. Bona fide jointly-trusted benefit plans or authorized employee deduction programs established or negotiated under the applicable MLA or by the Parties to this Agreement during the life of this Agreement may be added.

(b) The Contractor adopts and agrees to be bound by the written terms of the applicable, legally established, trust agreement(s) specifying the detailed basis on which payments are to be made into, and benefits paid out of, such trust funds for its employees. The Contractor authorizes the Parties to such trust funds to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Contractor.

(c) Each Contractor and subcontractor is required to maintain records evidencing that it has paid all benefit contributions due and owing to the appropriate Trust(s) prior to the receipt of its final payment and/or retention. Further, a Union shall work with any prime Contractor or subcontractor who is delinquent in payments to assure that proper benefit contributions are made. In the event of failure of a prime Contractor or subcontractor to timely make the delinquent payments, a Union may request that the District or the prime Contractor withhold payments otherwise due such Contractor, until such contributions have been made or otherwise guaranteed.

Section 5.3 Wage Premiums Wage premiums, including but not limited to pay based on height of work, hazard pay, scaffold pay, and special skills shall not be applicable to work under this Agreement, except to the extent provided for in any applicable prevailing wage determination.

Section 5.4 Compliance with Prevailing Wage Laws The Parties agree that the District shall monitor the compliance by all Contractors and subcontractors with all applicable federal and state prevailing wage laws and regulations, and that such monitoring shall include Contractors engaged in what would otherwise be Project Work but for the exceptions to Agreement coverage in Article 2, Section 2.2. All complaints regarding possible prevailing wage

violations shall be referred to the District for processing, investigation, and resolution, and if not resolved within thirty calendar days, may be referred by any party to the state labor commissioner.

## **ARTICLE 6**

### **WORK STOPPAGES AND LOCK-OUTS**

Section 6.1 No Work Stoppages or Disruptive Activity The Council and the Unions signatory hereto agree that neither they, and each of them, nor their respective officers or agents or representatives, shall incite or encourage, condone or participate in any strike, walk-out, slow-down, picketing, observing picket lines or other activity of any nature or kind whatsoever, for any cause or dispute whatsoever with respect to or any way related to Project Work, or which interferes with or otherwise disrupts, Project Work, or with respect to or related to the District or Contractors or subcontractors, including, but not limited to, economic strikes, unfair labor practice strikes, safety strikes, sympathy strikes and jurisdictional strikes whether or not the underlying dispute is arbitrable. Any such actions by the Council, or Unions, or their members, agents, representatives, or the employees they represent shall constitute a violation of this Agreement. The Council and the Union shall take all steps necessary to obtain compliance with this Article and neither should be held liable for conduct for which it is not responsible.

Section 6.2 Employee Violations The Contractor may discharge any employee violating Section 6.1 above and any such employee will not be eligible for rehire under this Agreement.

Section 6.3 Standing to Enforce The District or any Contractor affected by an alleged violation of Section 6.1 shall have standing and the right to enforce the obligations established therein.

Section 6.4 Expiration of the MLA's If the MLA, or any local, regional, and other applicable collective bargaining agreements expire during the term of the Project, the Union(s) agree that there shall be no work disruption of any kind as described in Section 6.1 above as a result of the expiration of any such agreement(s) having application on this Project and/or failure of the involved Parties to that agreement to reach a new contract. Terms and conditions of employment established and set at the time of bid shall remain established and set. Otherwise to the extent that such agreement does expire and the Parties to that agreement have failed to reach concurrence on a new contract, work will continue on the Project on one of the following two (2) options, both of which will be offered by the Unions involved to the Contractors affected:

(a) Each of the Unions with a contract expiring must offer to continue working on the Project under interim agreements that retain all the terms of the expiring contract, except that the Unions involved in such expiring contract may each propose wage rates and employer contribution rates to employee benefit funds under the prior contract different from what those wage rates and employer contributions rates were under the expiring contracts. The terms of the Union's interim agreement offered to Contractors will be no less favorable than the terms offered by the Union to any other employer or group of employers covering the same type of construction work in Los Angeles County.

(b) Each of the Unions with a contract expiring must offer to continue working on the Project under all the terms of the expiring contract, including the wage rates and employer

contribution rates to the employee benefit funds, if the Contractor affected by that expiring contract agrees to the following retroactive provisions: if a new MLA, local, regional or other applicable labor agreement for the industry having application at the Project is ratified and signed during the term of this Agreement and if such new labor agreement provides for retroactive wage increases, then each affected Contractor shall pay to its employees who performed work covered by this Agreement at the Project during the hiatus between the effective dates of such expired and new labor agreements, an amount equal to any such retroactive wage increase established by such new labor agreement, retroactive to whatever date is provided by the new labor agreement for such increase to go into effect, for each employee's hours worked on the Project during the retroactive period. All Parties agree that such affected Contractors shall be solely responsible for any retroactive payment to its employees.

(c) Some Contractors may elect to continue to work on the Project under the terms of the interim agreement option offered under paragraph (a) above and other Contractors may elect to continue to work on the Project under the retroactivity option offered under paragraph (b) above. To decide between the two options, Contractors will be given one week after the particular labor agreement has expired or one week after the Union has personally delivered to the Contractors in writing its specific offer of terms of the interim agreement pursuant to paragraph (a) above, whichever is the later date. If the Contractor fails to timely select one of the two options, the Contractor shall be deemed to have selected option (b).

Section 6.5 No Lockouts Contractors shall not cause, incite, encourage, condone, or participate in any lock-out of employees with respect to Project Work during the term of this Agreement. The term "lock-out" refers only to a Contractor's exclusion of employees in order to secure collective bargaining advantage, and does not refer to the discharge, termination or layoff of employees by the Contractor for any reason in the exercise of rights pursuant to any provision of this Agreement, or any other agreement, nor does "lock-out" include the District's decision to stop, suspend or discontinue any Project Work or any portion thereof for any reason.

#### Section 6.6 Best Efforts to End Violations

(a) If a Contractor contends that there is any violation of this Article or Section 7.3, it shall notify, in writing, the Executive Secretary of the Council, the Senior Executive of the involved Union(s) and the District. The Executive Secretary and the leadership of the involved Union(s) will immediately instruct, order, and use their best efforts to cause the cessation of any violation of the relevant Article.

(b) If the Union contends that any Contractor has violated this Article, it will notify that the Contractor and the District, setting forth the facts which the Union contends violate the Agreement, at least twenty-four (24) hours prior to invoking the procedures of Section 6.8. The District shall promptly order the involved Contractor(s) to cease any violation of the Article.

#### Section 6.7 Withholding of services for failure to pay wages and fringe benefits

Notwithstanding any provision of this Agreement to the contrary, it shall not be a violation of this Agreement for any Union to withhold the services of its members (but not the right to picket) from a particular Contractor who:

(a) fails to timely pay its weekly payroll; or

(b) fails to make timely payments to the Union's Joint Labor/Management Trust Funds in accordance with the provisions of the applicable MLA. Prior to withholding its members' services for the Contractor's failure to make timely payments to the Union's Joint Labor/Management Trust Funds, the Union shall give at least ten (10) days (unless a lesser period of time is provided in the Union's MLA, but in no event less than forty-eight (48) hours) written notice of such failure to pay by registered or certified mail, return receipt requested, and by facsimile transmission to the involved Contractor and to the District. Union will meet within the ten (10) day period to attempt to resolve the dispute.

(c) Upon the payment of the delinquent Contractor of all monies due and then owing for wages and/or fringe benefit contributions, the Union shall direct its members to return to work and the Contractor shall return all such members back to work.

Section 6.8 Expedited Enforcement Procedure Any party, including the District, which the Parties agree is a Party to the Agreement for purposes of this Article and an intended beneficiary of this Article, may institute the following procedures, in lieu of or in addition to any other action at law or equity, when a breach of Section 6.1 or 6.5, above, or Section 7.3 is alleged.

(a) The Party invoking this procedure shall notify Louis Zigman who has been selected by the negotiating Parties, and whom the Parties agree shall be the permanent arbitrator under this procedure. If the permanent arbitrator is unavailable at any time, the party invoking this procedure shall notify one of the alternates selected by the Parties, as set forth under section 9.2, Step 3 (a), in that order on an alternating basis. Expenses incurred in arbitration shall be borne equally by the Parties involved in the arbitration and the decision of the arbitrator shall be final and binding on the Parties, provided, however, that the arbitrator shall not have the authority to alter or amend or add to or delete from the provisions of this Agreement in any way. Notice to the arbitrator shall be by the most expeditious means available, with notices to the Parties alleged to be in violation, and to the Council if it is a Union alleged to be in violation. For purposes of this Article, written notice may be given by telegram, facsimile, hand delivery or overnight mail and will be deemed effective upon receipt.

(b) Upon receipt of said notice, the arbitrator named above or his/her alternate shall sit and hold a hearing within twenty-four (24) hours if it is contended that the violation still exists, but not sooner than twenty-four (24) hours after notice has been dispatched to the Executive Secretary and the Senior Official(s) as required by Section 6.6, as above.

(c) The arbitrator shall notify the Parties of the place and time chosen for this hearing. Said hearing shall be completed in one session, which, with appropriate recesses at the arbitrator's discretion, shall not exceed 24 hours unless otherwise agreed upon by all Parties. A failure of any Party or Parties to attend said hearings shall not delay the hearing of evidence or the issuance of any award by the arbitrator.

(d) The sole issue at the hearing shall be whether or not a violation of Sections 6.1 or 6.5, above, or Section 7.3 has in fact occurred. The arbitrator shall have no authority to consider any matter in justification, explanation, or mitigation of such violation or to award damages,

(except for damages as set forth in 6.8 below) which issue is reserved for court proceedings, if any. The award shall be issued in writing within three (3) hours after the close of the hearing and may be issued without an opinion. If any Party desires a written opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the Award. The arbitrator may order cessation of the violation of the Article and other appropriate relief, and such award shall be served on all Parties by hand or registered mail upon issuance.

(e) Such award shall be final and binding on all Parties and may be enforced by any court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to herein above in the following manner. Written notice of the filing of such enforcement proceedings shall be given to the other Party. In any judicial proceeding to obtain a temporary order enforcing the arbitrator's award as issued under Section 6.7(d) of this Article, all Parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any Party's right to participate in a hearing for a final order of enforcement. The court's order or orders enforcing the arbitrator's award shall be served on all Parties by hand or by delivery to their address as shown on this Agreement (for a Union), as shown on their business contract for work under this Agreement (for a Contractor) and to the representing Union (for an employee), by certified mail by the Party or Parties first alleging the violation.

(f) Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance hereto are hereby waived by the Parties to whom they accrue.

(g) The fees and expenses of the arbitrator shall be equally divided between the Party or Parties initiating this procedure and the respondent Party or Parties.

## **ARTICLE 7**

### **WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES**

Section 7.1 Assignment of Work The assignment of Covered Work will be solely the responsibility of the Employer performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

Section 7.2 The Plan All jurisdictional disputes on this Project between or among the building and construction trades Unions and the Employers parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding, and conclusive on the Employers and Unions parties to this Agreement.

(a) If a dispute arising under this Article involves the Southwest Regional Council of Carpenters or any of its subordinate bodies, an Arbitrator shall be chosen by the procedures specified in Article V, Section 5, of the Plan from a list composed of John Kagel, Thomas Angelo, Robert Hirsch, and Thomas Pagan, and the Arbitrator's hearing on the dispute shall be held at the offices of the Trades Council within 14 days of the selection of the Arbitrator. All other procedures shall be as specified in the Plan.

Section 7.3 No Work Disruption Over Jurisdiction All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Employer's assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

Section 7.4 Pre-Job Conferences As provided in Article 13, each Contractor will conduct a pre-job conference with the appropriate affected Union(s) prior to commencing work. The Council and the Community Workforce Coordinator shall be advised in advance of all such conferences and may participate if they wish.

Section 7.5 Resolution of Jurisdictional Disputes If any actual or threatened strike, sympathy strike, work stoppage, slow down, picketing, hand-billing or otherwise advising the public that a labor dispute exists, or interference with the progress of Project Work by reason of a jurisdictional dispute or disputes occurs, the Parties shall exhaust the expedited procedures set forth in the Plan, if such procedures are in the plan then currently in effect, or otherwise as in Article 6 above.

## **ARTICLE 8** **MANAGEMENT RIGHTS**

Section 8.1 Contractor and District Rights The Contractors and the District have the sole and exclusive right and authority to oversee and manage construction operations on Project Work, as set forth in this Article, without any limitations unless expressly limited or required by another Article of this Agreement or an MLA. In addition to the following and other rights of the Contractors enumerated in this Agreement, the Contractors expressly reserve their management rights and all the rights conferred upon them by law. The Contractor's rights include, but are not limited to, the right to:

- (a) Plan, direct and control operations of all work;
- (b) Hire, promote, transfer and layoff their own employees, respectively, as deemed appropriate to satisfy work and/or skill requirements;
- (c) Promulgate and require all employees to observe reasonable job rules and security and safety regulations;
- (d) Discharge, suspend or discipline their own employees for just cause;
- (e) Utilize, in accordance with District approval, any work methods, procedures or techniques, and select, use and install any types or kinds of materials, apparatus or equipment, regardless of source of manufacture or construction; assign and schedule work at their discretion; and
- (f) Assign overtime, determine when it will be worked, and the number and identity of employees engaged in such work, subject to such provisions in the applicable MLA(s) requiring such assignments be equalized or otherwise made in a nondiscriminatory manner.

Section 8.2 Specific District Rights In addition to the following and other rights of the District enumerated in this Agreement, the District expressly reserves its management rights and all the rights conferred on it by law. The District's rights (and those of the Contract Administrator on its behalf) include but are not limited to the right to:

- (a) Inspect any construction site or facility to ensure that the Contractor follows the applicable safety and other work requirements;
- (b) Require Contractors to establish a different work week or shift schedule for particular employees as required to meet the operational needs of the Project Work at a particular location;
- (c) At its sole option, terminate, delay and/or suspend any and all portions of the covered work at any time; prohibit some or all work on certain days or during certain hours of the day to accommodate the ongoing operations of the District's Facilities and/or to mitigate the effect of ongoing Project Work on businesses and residents in the neighborhood of the Project site; and/or require such other operational or schedule changes it deems necessary, in its sole judgment, to effectively maintain its primary mission and remain a good neighbor to those in the area of its facilities. (In order to permit the Contractors and Unions to make appropriate scheduling plans, the District will provide the affected Contractor(s) and Union(s) with reasonable notice of any changes it requires pursuant to this section; provided, however, that if notice is not provided in time to advise employees not to report for work, show-up pay shall be due pursuant to the applicable MLA;
- (d) Approve any work methods, procedures and techniques used by Contractors whether or not these methods, procedures or techniques are part of industry practices or customs; and
- (e) Investigate and process complaints, in the matter set forth in Articles 6 and 9.

Section 8.3 Use of Materials There should be no limitations or restriction by Union upon a Contractor's choice of materials or design, nor, regardless of source or location, upon the full use and utilization, of equipment, machinery, packaging, precast, prefabricated, prefinished, or preassembled materials, tools or other labor saving devices, subject to the application of the State Public Contracts and Labor Codes as required by law in reference to offsite construction. Generally, the onsite installation or application of such items shall be performed by the craft having jurisdiction over such work. The District shall advise all Contractors of, and enforce as appropriate, the off-site application of the prevailing wage law as it affects Project Work.

Section 8.4 Special Equipment, Warranties and Guaranties

- (a) It is recognized that certain materials, equipment, and systems of a highly technical and specialized nature will have to be installed at the Project. The nature of the materials, equipment, and systems, together with requirements of manufacturer's or vendor's warranty, may dictate that it be prefabricated, pre-piped, and/or pre-wired and that it be installed under the supervision and direction of Owner's and/or manufacturer's personnel. The Unions agree to install such material, equipment, and systems without incident;



(b) The Parties recognize that the Contractor will initiate from time to time the use of new technology, equipment, machinery, tools, and other labor-savings devices and methods of performing Project Work. The Union agrees that they will not restrict the implementation of such devices or work methods. The Unions will accept and will not refuse to handle, install, or work with any standardized and/or catalogue: parts, assemblies, accessories, prefabricated items, preassembled items, partially assembled items, or materials whatever their source of manufacture or construction.

(c) If any disagreement between the Contractor and the Unions concerning the methods of implementation or installation of any equipment, or device or item, or method of work, arises, or whether a particular part or pre-assembled item is a standardized or catalog part or item, the work will precede as directed by the Contractor and the Parties shall immediately consult over the matter. If the disagreement is not resolved, the affected Union(s) shall have the right to proceed through the procedures set forth in Article 9.

## **ARTICLE 9**

### **SETTLEMENT OF GRIEVANCES AND DISPUTES**

#### **Section 9.1 Cooperation and Harmony on Site**

(a) This Agreement is intended to establish and foster continued close cooperation between management and labor. The Council shall assign a representative to this Project for the purpose of assisting the local Unions, and working with the District and the Contractors, to complete the construction of the Project economically, efficiently, continuously and without any interruption, delays or work stoppages.

(b) The Contractors, Unions, and employees collectively and individually, realize the importance to all Parties of maintaining continuous and uninterrupted performance Project Work, and agree to resolve disputes in accordance with the grievance provisions set forth in this Article or, as appropriate, those of Article 6 or 7.

(c) The Unions and/or Council shall oversee the processing of grievances under this Article and Articles 6 and 7, including the scheduling and arrangements of facilities for meetings, selection of the arbitrator from the agreed-upon panel to hear the case, and any other administrative matters necessary to facilitate the timely resolution of any dispute; provided, however, it is the responsibility of the principal parties to any pending grievance to insure the time limits and deadlines are met.

**Section 9.2 Processing Grievances** Any questions arising out of and during the term of this Agreement involving its interpretation and application, which includes applicable provisions of the MLA's, but not jurisdictional disputes or alleged violations of Section 6.1 and 6.4 and similar provisions, shall be considered a grievance and subject to resolution under the following procedures.

**Step 1. Employee Grievances** When any employee subject to the provisions of this Agreement feels aggrieved by an alleged violation of this Agreement, the employee shall, through his local Union business representative or, job steward, within ten (10) working days after the occurrence of the violation, give notice to the work site representative of

the involved Contractor stating the provision(s) alleged to have been violated. A business representative of the local Union or the job steward and the work site representative of the involved Contractor shall meet and endeavor to resolve the matter within ten (10) working days after timely notice has been given. If they fail to resolve the matter within the prescribed period, the grieving party may, within ten (10) working days thereafter, pursue Step 2 of this grievance procedure provided the grievance is reduced to writing, setting forth the relevant information, including a short description thereof, the date on which the alleged violation occurred, and the provision(s) of the Agreement alleged to have been violated. Grievances and disputes settled at Step 1 shall be non-precedential except as to the parties directly involved.

Union or Contractor Grievances Should the Union(s) or any Contractor have a dispute with the other Party(ies) and, if after conferring within ten (10) working days after the disputing Party knew or should have known of the facts or occurrence giving rise to the dispute, a settlement is not reached within five (5) working days, the dispute shall be reduced to writing and processed to Step 2 in the same manner as outlined in 1(a) above for the adjustment of an employee complaint.

Step 2. The business manager of the involved local Union or his designee, together with the site representative of the involved Contractor, shall meet within seven (7) working days of the referral of the dispute to this second step to arrive at a satisfactory settlement thereof. If the Parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) calendar days after the initial meeting at Step 2.

Step 3. (a) If the grievance shall have been submitted but not resolved under Step 2, either the Union or Contractor Party may request in writing to the other party to the grievance (with copy (ies) to the other Party (ies)) within seven (7) calendar days after the initial Step 2 meeting, that the grievance be submitted to an arbitrator selected from the agreed upon list below, on a rotational basis in the order listed. Those arbitrators are: (1) Edna Francis; (2) Louis Zigman; (3) Fredric Horowitz; (4) Sara Adler; (5) William Rule; (6) Walt Daugherty; and (7) Michael Rappaport. The decision of the arbitrator shall be final and binding on all Parties and the fee and expenses of such arbitrations shall be borne equally by the involved Contractor(s) and the involved Union(s).

(b) Failure of the grieving Party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the Parties involved at the particular step where the extension is agreed upon. The arbitrator shall have the authority to make decisions only on issues presented and shall not have the authority to change, amend, add too, or detract from any of the provisions of this Agreement.

(c) The fees and expenses incurred by the arbitrator, as well as those jointly utilized by the Parties (i.e., conference room, court reporter, etc.) in arbitration, shall be divided equally by the Parties to the arbitration, including Union(s) and Contractor(s) involved.

Section 9.3 Limit on Use of Procedures The procedures contained in this Article shall not be applicable to any alleged violation of Articles 6 or 7, with a single exception that any employee

discharged for violation of Section 6.2, or Section 7.3, may resort to the procedures of this Article to determine only if he/she was, in fact, engaged in that violation.

Section 9.4 Notice The District shall be notified by the involved Contractor of all actions at Steps 2 and 3, and further, the District may, in its sole discretion, designate a District staff member to participate fully as a party in all proceedings at such steps.

## **ARTICLE 10** **REGULATORY COMPLIANCE**

Section 10.1 Compliance with All Laws The Council and all Unions, Contractors, subcontractors and their employed shall comply with all applicable federal and state laws, ordinances and regulations including, but not limited to, those relating to safety and health, employment, and applications for employment. All employees shall comply with the safety regulations established by the District or the Contractor. Employees must promptly report any injuries or accidents to a supervisor.

Section 10.2 Monitoring Compliance The Parties agree that the District shall require, and that the Council and Unions may monitor, compliance by all Contractors and subcontractors with all federal and state laws regulation that, from time to time may apply to Project Work. It shall be the responsibility of the Council to investigate or monitor compliance with these various laws and regulations. The Council may recommend to the District procedures to encourage and enforce compliance with these laws and regulations.

Section 10.3 Prevailing Wage Compliance The Council or Union shall refer all complaints regarding any potential prevailing wage violation to the District, who shall process, investigate, and resolve such complaints, consistent with Article 5, Section 5.4. The Council or Union, as appropriate, shall be advised in a timely manner with regard to the facts and resolution, if any, of any complaint. It is understood that this Section does not restrict any individual rights as established under the State Labor Code, including the rights of an individual to file a complaint with the State Labor Commissioner.

Section 10.4 Violations of Law Based upon a finding of violation by the District of a federal and state law, and upon notice to the Contractor that it or its subcontractors is in such violation, the District, in the absence of the Contractor or subcontractor remedying such violation, shall take such action as it is permitted by law or contract to encourage that Contractor to come into compliance, including, but not limited to, assessing fines and penalties and/or removing the offending Contractor from Project Work. Additionally, in accordance with the Agreement between the District and the Contractor, the District may cause the Contractor to remove from Project Work any subcontractor who is in violation of state or federal law.

**ARTICLE 11**  
**SAFETY AND PROTECTION OF PERSON AND PROPERTY**

The Parties adopt the Los Angeles/Orange Counties Building and Construction Trades Council Approved Drug and Alcohol Testing Policy, a copy of which is attached hereto as Attachment D and which shall be the policy and procedure utilized under this Agreement.

**ARTICLE 12**  
**APPRENTICES**

Section 12.1 Importance of Training      The Parties recognize the need to maintain continuing support of the programs designed to develop adequate numbers of competent workers in the construction industry, the obligation to capitalize on the availability of the local work force in the area served by the District, and the opportunities to provide continuing work under the construction program. To these ends, the Parties will facilitate, encourage, and assist local residents to commence and progress in Labor/Management Apprenticeship and/or training Programs in the construction industry leading to participation in such apprenticeship programs. The District and the Council will work cooperatively to identify, or establish and maintain, effective programs and procedures for persons interested in entering the construction industry and which will help prepare them for the formal joint labor/management apprenticeship programs maintained by the signatory Unions.

Section 12.2 Use of Apprentices

(a)      Apprentices used on Projects under this Agreement shall be registered in Joint Labor Management Apprenticeship Programs approved by the State of California. Apprentices may comprise up to thirty percent (30%) of each craft's work force at any time, unless the standards of the applicable joint apprenticeship committee confirmed by the Division of Apprenticeship Standards ("DAS"), establish a lower or higher maximum percentage. Where the standards permit a higher percentage, such percentage shall apply on Project Work. Where the applicable standards establish a lower percentage, the applicable Union will use its best efforts with the Joint Labor Management apprenticeship committee and, if necessary, the DAS to permit up to thirty percent (30%) apprentices on the Project.

(b)      The Unions agree to cooperate with the Contractor in furnishing apprentices as requested up to the maximum percentage. The apprentice ratio for each craft shall be in compliance, at a minimum, with the applicable provisions of the Labor Code relating to utilization of apprentices. The District shall encourage such utilization, and, both as to apprentices and the overall supply of experienced workers. The Unions will assure appropriate and maximum utilization of apprentices and the continuing availability of both apprentices and journey persons.

(c)      The Parties agree that apprentices will not be dispatched to Contractors working under this Agreement unless there is a journeyman working on the project where the apprentice is to be employed who is qualified to assist and oversee the apprentice's progress through the program in which he is participating.

(d) All apprentices shall work under the direct supervision of a journeyman from the trade in which the apprentice is indentured. A journeyman shall be defined as set forth in the California Code of Regulations, Title 8 [apprenticeship] section 205, which defines a journeyman as a person who has either completed an accredited apprenticeship in his or her craft, or has completed the equivalent of an apprenticeship in length and content of work experience and all other requirements in the craft which has workers classified as journeyman in the apprenticeable occupation. Should a question arise as to a journeyman's qualification under this subsection, the Contractor shall provide adequate proof evidencing the worker's qualification as a journeyman to the Council.

### **ARTICLE 13** **PRE-JOB CONFERENCES**

Each Primary Contractor which is awarded a Construction Contract by the District for Project Work shall conduct a Pre-Job conference with the appropriate affected Union(s) prior to commencing work. All Contractors who have been awarded contracts by the Primary Contractor shall attend the Pre-Job conference. The Council and the Community Workforce Coordinator shall be advised in advance of all such conferences and may participate if they wish. All work assignments shall be disclosed by the Primary Contractor and all Contractors at the Pre-Job conference in accordance with industry practice. Should there be Project Work that was not previously discussed at the pre-job conference, or additional project work be added, the contractors performing such work will conduct a separate pre-job conference for such newly included work. Should there be any formal jurisdictional dispute raised under Article 8, the Community Workforce Coordinator shall be promptly notified. Primary Contractor shall have available at the Pre-Job conference the plans and drawing for the work to be performed on the Project.

### **ARTICLE 14** **WORK OPPORTUNITIES PROGRAM**

Section 14.1 The Parties to this Agreement support the development of increased numbers of skilled construction workers from among the Area Residents residing within the geographic area serviced by the District, to meet the labor needs of the Project, specifically, and the requirements of the local construction industry generally. Towards that end the Parties agree to cooperate respecting the establishment of a work opportunities program for these Area Residents, the primary goals of which shall be to maximize construction work opportunities for traditionally underrepresented members of the community. In furtherance of the foregoing, the Unions specifically agree to:

a) Encourage the referral and utilization, to the extent permitted by law and hiring hall practices, of qualified Area Residents as journeymen, and apprentices on the Project and entrance into such qualified apprenticeship and training programs as may be operated by signatory Unions; and

b) Assist Area Residents in contacting pre-apprenticeship programs that utilize the Building Trades multi-craft core curriculum (MC3) and the Apprenticeship Training Committees for the crafts and trades they are interested in. The Unions shall assist Area Residents who are seeking Union jobs on the Project and Union membership in assessing their work experience and

giving them credit for provable past experience in their relevant craft or trade, including experience gained working for non-union Contractors. The Unions shall put on their rolls qualified bona fide Area Residents for work on this Project; and

c) Support local events and programs designed to recruit and develop adequate numbers of qualified workers in the construction industry.

## **ARTICLE 15**

### **SAVINGS AND SEPARABILITY**

Section 15.1 Savings Clause It is not the intention of the District, Contractor, or the Union parties to violate any laws governing the subject matter of this Agreement. The Parties hereto agree that in the event any provision of this Agreement is finally held or determined to be illegal or void as being in contravention of any applicable law or regulation, the remainder of the Agreement shall remain in full force and effect unless the part or parts so found to be void are wholly inseparable from the remaining portions of this Agreement. Further, the Parties agree that if and when any provision(s) of this Agreement is finally held or determined to be illegal or void by a court of competent jurisdiction, the Parties will promptly enter into negotiations concerning the substantive effect of such decision for the purposes of achieving conformity with the requirements of any applicable laws and the intent of the Parties hereto. If the legality of this Agreement is challenged and any form of injunctive relief is granted by any court, suspending temporarily or permanently the implementation of this Agreement, then the Parties agree that all Project Work that would otherwise be covered by this Agreement should be continued to be bid and constructed without application of this Agreement so that there is no delay or interference with the ongoing planning, bidding and construction of any Project Work.

Section 15.2 Effect of Injunctions or Other Court Orders The Parties recognize the right of the District to withdraw, at its absolute discretion, the utilization of the Agreement as part of any bid specification should a Court of competent jurisdiction issue any order, or any applicable statute which could result, temporarily or permanently in delay of the bidding, awarding and/or construction on the Project. Notwithstanding such an action by the District, or such court order or statutory provision, the Parties agree that the Agreement shall remain in full force and effect on covered Project Work to the maximum extent legally possible.

## **ARTICLE 16**

### **WAIVER**

A waiver of or a failure to assert any provisions of this Agreement by any or all of the Parties hereto shall not constitute a waiver of such provision for the future. Any such waiver shall not constitute a modification of the Agreement or change in the terms and conditions of the Agreement and shall not relieve, excuse or release any of the Parties from any of their rights, duties or obligations hereunder.

**ARTICLE 17**  
**AMENDMENTS**

The provisions of this Agreement can be renegotiated, supplemented, rescinded, or otherwise altered only by mutual agreement in writing, hereafter signed by the negotiating Parties hereto.

**ARTICLE 18**  
**DURATION OF THE AGREEMENT**

Section 17.1 Duration

(a) This Agreement shall be effective from the date signed by all Parties and shall remain in effect for a period of five (5) years. Any covered Project awarded during the term of this Agreement shall continue to be covered hereunder, until completion of the Project, notwithstanding the expiration date of this Agreement.

(b) This Agreement may be extended by mutual consent of the District and the signatory Unions for such further periods as the Parties shall agree to.

Section 17.2 Turnover and Final Acceptance of Completed Work

(a) Construction of any phase, portion, section, or segment of Project Work shall be deemed complete when such phase, portion, section, or segment has been turned over to the District by the Contractor and the District has accepted such phase, portion, section, or segment. As areas and systems of the Project are inspected and construction-tested and/or approved and accepted by the District or third parties with the approval of the District, the Agreement shall have no further force or effect on such items or areas, except when the Contractor is directed by the District to engage and repairs or modifications required by its contract(s) with the District.

(b) Notice of each final acceptance received by the Contractor will be provided to the Council with the description of what portion, segment, etc. has been accepted. Final acceptance may be subject to a “punch” list, and in such case, the Agreement will continue to apply to each such item on the list until it is completed to the satisfaction of the District and Notice of Completion is issued by the District or its representative to the Contractor. At the request of the Union, complete information describing any “punch” list work, as well as any additional work required of a Contractor at the direction of the District pursuant to (a) above, involving otherwise turned-over and completed facilities which have been accepted by the District, will be available from the Community Workforce Coordinator.

IN WITNESS whereof the Parties have caused this Community Workforce Agreement to be executed as of the date and year above stated.

ANTELOPE VALLEY AIR QUALITY  
MANAGEMENT DISTRICT

LOS ANGELES/ORANGE COUNTIES  
BUILDING & CONSTRUCTION  
TRADES COUNCIL

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Bret Banks  
Executive Director

By: \_\_\_\_\_

Ron Miller  
Executive Secretary



LOS ANGELES/ORANGE COUNTIES BUILDING AND CONSTRUCTION  
TRADES COUNCIL CRAFT UNIONS AND DISTRICT COUNCILS

- Asbestos Heat & Frost Insulators (Local 5) \_\_\_\_\_
- Boilermakers (Local 92) \_\_\_\_\_
- Bricklayers & Allied Craftworkers (Local 4) \_\_\_\_\_
- Cement Masons (Local 600) \_\_\_\_\_
- Electricians (Local 11) \_\_\_\_\_
- Elevator Constructors (Local 18) \_\_\_\_\_
- Gunitite Workers (Local 345) \_\_\_\_\_
- Iron Workers (Reinforced – Local 416) \_\_\_\_\_
- Iron Workers (Structural – Local 433) \_\_\_\_\_
- District Council of Laborers \_\_\_\_\_
- Laborers (Local 300) \_\_\_\_\_
- Laborers (Local 1184) \_\_\_\_\_
- Operating Engineers (Local 12) \_\_\_\_\_
- Operating Engineers (Local 12) \_\_\_\_\_
- Operating Engineers (Local 12) \_\_\_\_\_
- Painters & Allied Trades DC 36 \_\_\_\_\_
- Pipe Trades (Local 250) \_\_\_\_\_
- Pipe Trades (Local 345) \_\_\_\_\_
- Pipe Trades (Plumbers Local 761) \_\_\_\_\_
- Pipe Trades (Road Sprinkler Fitters Local 669) \_\_\_\_\_
- Pipe Trades (Sprinkler Fitters Local 709) \_\_\_\_\_
- Plasterers (Local 200) \_\_\_\_\_
- Plaster Tenders Local (1414) \_\_\_\_\_
- Roofers & Waterproofers (Local 36) \_\_\_\_\_
- Sheet Metal Workers (Local 105) \_\_\_\_\_
- Teamsters (Local 986) \_\_\_\_\_
- Southwest Regional Council of Carpenters \_\_\_\_\_

**ATTACHMENT A – LETTER OF ASSENT**

To be signed by all contractors awarded work covered by the Community Workforce Agreement prior to commencing work.

[Contractor’s Letterhead]  
Antelope Valley Air Quality Management District  
1234 address  
City, state, zip code  
Attn: \_\_\_\_\_

Re: Community Workforce Agreement - Letter of Assent

Dear Sir:

This is to confirm that [name of company] agrees to be party to and bound by the Antelope Valley Air Quality Management District Community Workforce Agreement effective \_\_\_\_\_, 20\_\_, as such Agreement may, from time to time, be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend to all work covered by the agreement undertaken by this Company on the project and this Company shall require all of its contractors and subcontractors of whatever tier to be similarly bound for all work within the scope of the Agreement by signing and furnishing to you an identical letter of assent prior to their commencement of work.

Sincerely.

[Name of Construction Company]

By: [\_\_\_\_\_] Name and Title of Authorized Executive

Contractor’s State License No: \_\_\_\_\_

Project Name: \_\_\_\_\_

[Copies of this letter must be submitted to the District and to the Council.]

**ATTACHMENT B**

**LOCAL RESIDENT ZIP CODES**

**(TIER 1)**

**ANTELOPE VALLEY RESIDENTS**

91390	93536	93560
93501	93539	93584
93510	93543	93586
93523	93550	93590
93532	93551	93591
93534	93552	93599
93535	93554	

**(TIER 2)**

**THE REMAINING AREA ZIP CODES IN LOS ANGELES COUNTY**

**ATTACHMENT C**

**ANTELOPE VALLEY AIR QUALITY MANAGEMENT DISTRICT  
CRAFT REQUEST FORM**

**TO THE CONTRACTOR:** Please complete and fax this form to the applicable union to request craft workers that fulfill the hiring requirements for this project. After faxing your request, please call the Local to verify receipt and substantiate their capability to furnish workers as specified below. Please print your Fax Transmission Verification Reports and keep copies for your records.

The Antelope Valley Air Quality Management District Community Workforce Agreement establishes a goal that 30% of all of the labor and craft positions shall be from Veterans and individuals who have successfully completed the Building Trades Multi-Craft Core Curriculum Pre-Apprenticeship Program, regardless of where they reside, and qualified area residents residing: first, in those first tier zip codes which overlap the greater Antelope Valley area, as reflected on the list of U.S. Postal Service zip codes attached hereto as “Attachment B”, second, area residents residing within the remainder of the County of Los Angeles. For dispatch purposes, employees described herein shall be referred to as “Local Residents.”

**TO THE UNION:** Please complete the “Union Use Only” section on the next page and fax this form back to the requesting Contractor. Be sure to retain a copy of this form for your records.

**CONTRACTOR USE ONLY**

**To:** Union Local # \_\_\_\_\_ **Fax#** ( ) \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Cc:** Community Workforce Coordinator  
**From:** Company: \_\_\_\_\_ Issued By: \_\_\_\_\_  
 Contact Phone: ( ) \_\_\_\_\_ Contact Fax: ( ) \_\_\_\_\_

**PLEASE PROVIDE ME WITH THE FOLLOWING UNION CRAFT WORKERS.**

Craft Classification ( i.e., plumber, painter, etc.)	Journeyman or Apprentice	Local Resident or General Dispatch	Number of workers needed	Report Date	Report Time
<b>TOTAL WORKERS REQUESTED =</b> _____					

Please have worker(s) report to the following work address indicated below:

Project Name: \_\_\_\_\_ Site: \_\_\_\_\_ Address: \_\_\_\_\_  
 Report to: \_\_\_\_\_ On-site Tel: \_\_\_\_\_ On-site Fax: \_\_\_\_\_  
 Comment or Special Instructions: \_\_\_\_\_

**UNION USE ONLY**

Date dispatch request received:
Dispatch received by:
Classification of worker requested:
Classification of worker dispatched:

**WORKER REFERRED**

Name:		
Date worker was dispatched:		
Is the worker referred a:		(check all that apply)
JOURNEYMAN	Yes _____	No _____
APPRENTICE	Yes _____	No _____
LOCAL RESIDENT	Yes _____	No _____
GENERAL DISPATCH FROM OUT OF WORK LIST	Yes _____	No _____

[This form is not intended to replace a Local Union's Dispatch or Referral Form normally given to the employee when being dispatched to the jobsite.]

## ATTACHMENT D

### LOS ANGELES/ORANGE COUNTIES BUILDING AND CONSTRUCTION TRADES COUNCIL APPROVED DRUG AND ALCOHOL TESTING POLICY

The Parties recognize the problems which drug and alcohol abuse have created in the construction industry and the need to develop drug and alcohol abuse prevention programs. Accordingly, the Parties agree that in order to enhance the safety of the work place and to maintain a drug and alcohol-free work environment, individual Employers may require applicants or employees to undergo drug and alcohol testing.

1. It is understood that the use, possession, transfer or sale of illegal drugs, narcotics, or other unlawful substances, as well as being under the influence of alcohol and the possession or consuming alcohol is absolutely prohibited while employees are on the Employer's job premises or while working on any jobsite in connection with work performed under the Community Workforce Agreement ("CWA").

2. No Employer may implement a drug testing program which does not conform in all respects to the provisions of this Policy.

3. No Employer may implement drug testing at any jobsite unless written notice is given to the Union setting forth the location of the jobsite, a description of the project under construction, and the name and telephone number of the Project Supervisor. Said notice shall be addressed to the office of each Union signing the CWA. Said notice shall be delivered in person or by registered mail before the implementation of drug testing. Failure to give such notice shall make any drug testing engaged in by the Employer a violation of the CWA, and the Employer may not implement any form of drug testing at such jobsite for the following six months.

4. An employer who elects to implement drug testing pursuant to this Agreement shall require all employees on the Project to be tested. With respect to individuals who become employed on the Project subsequent to the proper implementation of this drug testing program, such test shall be administered upon the commencement of employment on the project, whether by referral from a Union Dispatch Office, transfer from another project, or another method. Individuals who were employed on the project prior to the proper implementation of this drug testing program may only be subjected to testing for the reasons set forth in Paragraph 5(f) (1) through 5(f) (3) of this Policy. Refusal to undergo such testing shall be considered sufficient grounds to deny employment on the project.

5. The following procedure shall apply to all drug testing:

a. The Employer may request urine samples only. The applicant or employee shall not be observed when the urine specimen is given. An applicant or employee, at his or her sole option, shall, upon request, receive a blood test in lieu of a urine test. No employee of the Employer shall draw blood from a bargaining unit employee, touch or handle urine specimens, or

in any way become involved in the chain of custody of urine or blood specimens. A Union Business Representative, subject to the approval of the individual applicant or employee, shall be permitted to accompany the applicant or employee to the collection facility to observe the collection, bottling, and sealing of the specimen.

b. The testing shall be done by a laboratory approved by the National Institute on Drug Abuse (NIDA), which is chosen by the Employer and the Union.

c. An initial test shall be performed using the Enzyme Multiplied Immunoassay Technique (EMZT). In the event a question or positive result arises from the initial test, a confirmation test must be utilized before action can be taken against the applicant or employee. The confirmation test will be by Gas Chromatography Mass Spectrometry (GC/MS). Cutoff levels for both the initial test and confirmation test will be those established by the National Institute on Drug Abuse. Confirmed positive samples will be retained by the testing laboratory in secured long-term frozen storage for a minimum of one year. Handling and transportation of each sample must be documented through strict chain of custody procedures.

d. In the event of a confirmed positive test result the applicant or employee may request, within forty-eight (48) hours, a sample of his/her specimen from the testing laboratory for purposes of a second test to be performed at a second laboratory, designated by the Union and approved by NDA. The retest must be performed within ten (10) days of the request. Chain of custody for this sample shall be maintained by the Employer between the original testing laboratory and the Union's designated laboratory. Retesting shall be performed at the applicant's or employee's expense. In the event of conflicting test results the Employer may require a third test.

e. If, as a result of the above testing procedure, it is determined that an applicant or employee has tested positive, this shall be considered sufficient grounds to deny the applicant or employee his/her employment on the Project.

f. No individual who tests negative for drugs or alcohol pursuant to the above procedure and becomes employed on the Project shall again be subjected to drug testing with the following exceptions:

1. Employees who are involved in industrial accidents resulting in damage to plant, property or equipment or injury to him/herself or others may be tested pursuant to the procedures stated hereinabove.

2. The Employer may test employees following thirty (30) days advance written notice to the employee(s) to be tested and to the applicable Union. Notice to the applicable Union shall be as set forth in Paragraph 3 above and such testing shall be pursuant to the procedures stated hereinabove.

3. The Employer may test an employee where the Employer has reasonable cause to believe that the employee is impaired from performing his/her job. Reasonable cause shall be defined as exhibiting aberrant or unusual behavior, the type of which

is a recognized and accepted symptom of impairment (i.e., slurred speech, unusual lack of muscular coordination, etc.). Such behavior must be actually observed by at least two persons, one of whom shall be a Supervisor who has been trained to recognize the symptoms of drug abuse or impairment and the other of whom shall be the job steward. If the job steward is unavailable or there is no job steward on the project the other person shall be a member of the applicable Union's bargaining unit. Testing shall be pursuant to the procedures stated hereinabove. Employees who are tested pursuant to the exceptions set forth in this paragraph and who test positive will be removed from the Employer's payroll.

g. Applicants or employees who do not test positive shall be paid for all time lost while undergoing drug testing. Payment shall be at the applicable wage and benefit rates set forth in the applicable Union's Master Labor Agreement. Applicants who have been dispatched from the Union and who are not put to work pending the results of a test will be paid waiting time until such time as they are put to work. It is understood that an applicant must pass the test as a condition of employment. Applicants who are put to work pending the results of a test will be considered probationary employees.

6. The employers will be allowed to conduct periodic job site drug testing on the Project under the following conditions:

a. The entire jobsite must be tested, including any employee or subcontractor's employee who worked on that project three (3) working days before or after the date of the test;

b. Jobsite testing cannot commence sooner than thirty (30) days after start of the work on the Project;

c. Prior to start of periodic testing, a business representative will be allowed to conduct an educational period on company time to explain periodic jobsite testing program to affected employees;

d. Testing shall be conducted by a N.I.D.A. certified laboratory, pursuant to the provisions set forth in Paragraph 5 hereinabove.

e. Only two periodic tests may be performed in a twelve-month period.

7. It is understood that the unsafe use of prescribed medication, or where the use of prescribed medication impairs the employee's ability to perform work, is a basis for the Employer to remove the employee from the jobsite.

8. Any grievance or dispute which may arise out of the application of this Agreement shall be subject to the grievance and arbitration procedures set forth in the CWA.

9. The establishment or operation of this Policy shall not curtail any right of any employee found in any law, rule or regulation. Should any part of this Agreement be found unlawful by a court of competent jurisdiction or a public agency having jurisdiction over the



parties, the remaining portions of the Agreement shall be unaffected, and the parties shall enter negotiations to replace the affected provision.

10. Present employees, if tested positive, shall have the prerogative for rehabilitation program at the employee's expense. When such program has been successfully completed the Employer shall not discriminate in any way against the employee. If work for which the employee is qualified exists he/she shall be reinstated.

11. The Employer agrees that results of urine and blood tests performed hereunder will be considered medical records held confidential to the extent permitted or required by law. Such records shall not be released to any persons or entities other than designated Employer representatives and the applicable Union. Such release to the applicable Union shall only be allowed upon the signing of a written release and the information contained therein shall not be used to discourage the employment of the individual applicant or employee on any subsequent occasion.

12. The Employer shall indemnify and hold the Union harmless against any and all claims, demands, suits, or liabilities that may arise out of the application of this Agreement and/or any program permitted hereunder.

13. Employees who seek voluntary assistance for substance abuse may not be disciplined for seeking such assistance. Requests from employees for such assistance shall remain confidential and shall not be revealed to other employees or management personnel without the employee's consent. Employees enrolled in substance abuse programs shall be subject to all Employer rules, regulations, and job performance standards with the understanding that an employee enrolled in such a program is receiving treatment for an illness.

14. This Memorandum, of Understanding shall constitute the only Agreement in effect between the parties concerning drug and alcohol abuse, prevention and testing. Any modifications thereto must be accomplished pursuant to collective bargaining negotiations between the parties.

DRUG ABUSE PREVENTION AND DETECTION

APPENDIX A

CUTOFF LEVELS

DRUG	SCREENING METHOD	SCREENING LEVEL **	CONFIRMATION METHOD	CONFIRMATION LEVEL
Alcohol	EMIT	.02%	CG/MS	.02%
Amphetamines	EMIT	1000 ng/ml*	CG/MS	500 ng/ml*
Barbiturates	EMIT	300 ng/ml	CG/MS	200 ng/ml
Benzodiazepines	EMIT	300 ng/ml	CG/MS	300 ng/ml
Cocaine	EMIT	300 ng/ml*	CG/MS	150 ng/ml*
Methadone	EMIT	300 ng/ml	CG/MS	100 ng/ml
Methaqualone	EMIT	300 ng/ml	CG/MS	300 ng/ml
Opiates	EMIT	300 ng/ml*	CG/MS	300 ng/ml*
PCP (Phencyclidine)	EMIT	25 ng/ml*	CG/MS	25 ng/ml*
THC (Marijuana)	EMIT	100 ng/ml*	CG/MS	15 ng/ml*
Propoxyphene	EMIT	300 ng/ml	CG/MS	100 ng/ml

\* NTDA specified threshold

\*\* A sample reported positive contains the Indicated drug at or above the cutoff level for that drug. A negative sample either contains no drug or contains a drug below the cutoff level.

EMIT - Enzyme Immunoassay

CC/MS - Gas Chromatography/Mass Spectrometry

SIDE LETTER OF AGREEMENT  
TESTING POLICY FOR DRUG ABUSE

It is hereby agreed between the parties hereto that an Employer who has otherwise properly implemented drug testing, as set forth in the Testing Policy for Drug Abuse, shall have the right to offer an applicant or employee a "quick" drug screening test. This "quick" screen test shall consist either of the "ICUP" urine screen or similar test or an oral screen test. The applicant or employee shall have the absolute right to select either of the two "quick" screen tests, or to reject both and request a full drug test.

An applicant or employee who selects one of the quick screen tests, and who passes the test, shall be put to work immediately. An applicant or employee who fails the "quick" screen test, or who rejects the quick screen tests, shall be tested pursuant to the procedures set forth in the Testing Policy for Drug Abuse. The sample used for the "quick" screen test shall be discarded immediately upon conclusion of the test. An applicant or employee shall not be deprived of any rights granted to them by the Testing Policy for Drug Abuse as a result of any occurrence related to the "quick" screen test.

The following page(s) contain the backup material for Agenda Item: [Conduct a public hearing to consider the amendment of Rule 900 — Standards of Performance for New Stationary Sources \(NSPS\) and Rule 1000 — National Emission Standards for Hazardous Air Pollutants \(NESHAP\) as well as to receive and file updates to the Airborne Toxic Control Measures \(ATCMs\) and Maximum Achievable Control Technology \(MACT\) standards Notifications: a. Open public hearing; b. Receive staff report; c. Receive public testimony; d. Close public hearing; e. Make a determination that the CEQA Categorical Exemption applies; E Waive reading of Resolution; g. Adopt Resolution making appropriate findings, certifying the Notice of Exemption, amending Rule 900 and Rule 1000, and directing staff actions. Presenter: Bret Banks, Executive Director/APCO.](#) Please scroll down to view the backup material.

**MINUTES OF THE GOVERNING BOARD  
OF THE ANTELOPE VALLEY AIR QUALITY MANAGEMENT DISTRICT  
LANCASTER, CALIFORNIA**

*AGENDA ITEM #10*

**DATE:** September 15, 2020

**RECOMMENDATION:** Conduct a public hearing to consider the amendment of Rule 900 — *Standards of Performance for New Stationary Sources (NSPS)* and Rule 1000 — *National Emission Standards for Hazardous Air Pollutants (NESHAP)* as well as to receive and file updates to the Airborne Toxic Control Measures (ATCMs) and Maximum Achievable Control Technology (MACT) standards Notifications: a. Open public hearing; b. Receive staff report; c. Receive public testimony; d. Close public hearing; e. Make a determination that the CEQA Categorical Exemption applies; E Waive reading of Resolution; g. Adopt Resolution making appropriate findings, certifying the Notice of Exemption, amending Rule 900 and Rule 1000, and directing staff actions.

**SUMMARY:** Rule 900 and Rule 1000 are proposed for amendment to update citations and adopt by reference various new and amended Federal Standards. The ATCM and MACT Notifications will also be updated by reference to the most current versions as well.

**BACKGROUND:** Local air districts may receive delegation of authority to implement and enforce federal New Source Performance Standards (NSPS) and National Emissions Standards for Hazardous Air Pollutants (NESHAP) by submitting a petition to the United States Environmental Protection Agency (USEPA). The Antelope Valley Air Quality Management District (AVAQMD or District), via its predecessor agencies the Antelope Valley Air Pollution Control District and the South Coast Air Quality Management District, has in the past submitted such petitions and received delegation for certain of the NSPS and NESHAP standards.

Since the last submission, the USEPA has amended and adopted a variety of new NSPS and NESHAP standards as well as amended and updated several old ones. The proposed amendments will update both Rule 900 – Standards of Performance for New Stationary Sources (NSPS) and Rule 1000 – National Emissions Standards for Hazardous Air Pollutants (NESHAP) to include the amended and adopted NSPS and NESHAP standards, respectively, which have occurred since the last submission.

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Cc: May Mamari

**MINUTES OF THE GOVERNING BOARD  
OF THE ANTELOPE VALLEY AIR QUALITY MANAGEMENT DISTRICT  
LANCASTER, CALIFORNIA**

*AGENDA ITEM #10*

*PAGE 2*

These amendments will allow the AVAQMD to petition USEPA for further delegation of NSPS and NESHAP authority. Although this action requesting delegation will not be a State Implementation Plan (SIP) submission it is a formal submission to USEPA and therefore the public notice requirements for SIP submissions will most likely be applicable. Such delegation will allow certain reports and other ministerial items to be submitted to the AVAQMD rather than directly to USEPA.

In addition, the AVAQMD is authorized, pursuant to statute Health & Safety Code §39666 to enforce certain state adopted Airborne Toxic Control Measures (ATCMs) and a variety of Maximum Achievable Control Technology standards (MACT standards). As an informational measure the AVAQMD has included two Notifications in the district's rulebook which list the ATCMs and MACT standards enforceable within the district's jurisdiction. Once again since February 15, 2011 both CARB and USEPA have added and updated various ATCMs and MACT standards. This action will also receive and file Notification: California Airborne Toxic Control Measures (ATCMs) and Notification: Maximum Available Control Technology (MACT) and direct their inclusion into the MDAQMD rule book.

A Notice of Exemption, Categorical Exemption (Class 8; 14 Cal. Code Reg. §15308) will be prepared by the AVAQMD for the amendment of Rule 900 pursuant to the requirements of CEQA.

**REASON FOR RECOMMENDATION:** Health & Safety Code §§40702 and 40703 require the Governing Board to hold a public hearing before adopting rules and regulations. Also, 42 U.S.C. §7410(l) (FCAA §110(l)) requires that all SIP revisions be adopted after public notice and hearing.

**REVIEW BY OTHERS:** This item was reviewed as to legal form by Karen Nowak, District Counsel and by Bret Banks, Executive Director on or before July 30, 2020.

**FINANCIAL DATA:** No increase in appropriation is anticipated.

**PRESENTER:** Bret Banks, Executive Director/APCO

RESOLUTION \_\_\_\_\_

1       **A RESOLUTION OF THE GOVERNING BOARD OF THE ANTELOPE VALLEY AIR**  
2 **QUALITY MANAGEMENT DISTRICT MAKING FINDINGS, CERTIFYING THE NOTICE OF**  
3 **EXEMPTION, AMENDING RULE 900 – STANDARDS OF PERFORMANCE FOR NEW**  
4 **STATIONARY SOURCES (NSPS) AND RULE 1000 — NATIONAL EMISSION STANDARDS FOR**  
5 **HAZARDOUS AIR POLLUTANTS (NESHAP), AS WELL AS UPDATES MADE TO THE**  
6 **AIRBORNE TOXIC CONTROL MEASURES (ATCMs) AND MAXIMUM ACHIEVABLE**  
7 **CONTROL TECHNOLOGY (MACT) STANDARDS NOTIFICATIONS AND DIRECTING**  
8 **STAFF ACTIONS.**

9           On September 15, 2020, on motion by Member Board Member Name, seconded by Member  
10 Board Member Name, and carried, the following resolution is adopted:

11       **WHEREAS**, the Antelope Valley Air Quality Management District (AVAQMD) has authority  
12 pursuant to California Health and Safety Code (H&S Code) §§40702, 40725-40728 to adopt, amend or  
13 repeal rules and regulations; and

14       **WHEREAS**, local air districts may receive delegation of authority to implement and enforce  
15 federal New Source Performance Standards (NSPS) and National Emissions Standards for Hazardous Air  
16 Pollutants (NESHAP) by submitting a petition to the United States Environmental Protection Agency  
17 (USEPA); and

18       **WHEREAS**, the Antelope Valley Air Quality Management District (AVAQMD or District), via  
19 its predecessor agencies the Antelope Valley Air Pollution Control District and the South Coast Air  
20 Quality Management District, has in the past submitted such petitions and received delegation for certain  
21 of the NSPS and NESHAP standards; and

22       **WHEREAS**, since the last submission, the USEPA has amended and adopted a variety of new  
23 NSPS and NESHAP standards as well as amended and updated several old ones; and

24       **WHEREAS**, the proposed amendments will update both Rule 900 – *Standards of Performance*  
25 *for New Stationary Sources (NSPS)* and Rule 1000 – *National Emissions Standards for Hazardous Air*  
26 *Pollutants (NESHAP)* to include the amended and adopted NSPS and NESHAP standards, respectively,  
27 which have occurred since the last submission; and

28       **WHEREAS**, these amendments will allow the AVAQMD to petition USEPA for further  
delegation of NSPS and NESHAP authority; and

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**RESOLUTION \_\_\_\_\_**

1           **WHEREAS**, although this action requesting delegation will not be a State Implementation Plan  
2 (SIP) submission it is a formal submission directly to USEPA and therefore the public notice  
3 requirements for SIP submissions will most likely be applicable; and

4           **WHEREAS**, such delegation will allow certain reports and other ministerial items to be submitted  
5 to the AVAQMD rather than directly to USEPA; and

6           **WHEREAS**, in addition, the AVAQMD is authorized, pursuant to statute Health & Safety Code  
7 §39666 to enforce certain state adopted Airborne Toxic Control Measures (ATCMs) and a variety of  
8 Maximum Achievable Control Technology standards (MACT standards); and

9           **WHEREAS**, as an informational measure the AVAQMD has included two Notifications in the  
10 district's rulebook which list the ATCMs and MACT standards enforceable within the district's  
11 jurisdiction; and

12           **WHEREAS**, once again since February 15, 2011 both CARB and USEPA have added and  
13 updated various ATCMs and MACT standards; and

14           **WHEREAS**, this action will also receive and file Notification: California Airborne Toxic Control  
15 Measures (ATCMs) and Notification: Maximum Available Control Technology (MACT) and direct their  
16 inclusion into the AVAQMD rule book; and

17           **WHEREAS**, the proposed amendments to Rule 900 and Rule 1000 are necessary to update  
18 citations and adopt by reference various new and amended Federal NSPS and NESHAP, respectively; and

19           **WHEREAS**, this action will also enable the AVAQMD to obtain delegation of authority from  
20 USEPA for certain standards; and

21           **WHEREAS**, the AVAQMD has the authority pursuant to California Health and Safety Code  
22 (H&S Code) §40702 to adopt, amend or repeal rules and regulations; and

23           **WHEREAS**, the proposed amendments are clear in that they are written so that the persons  
24 subject to the rule can easily understand the meaning; and

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**RESOLUTION \_\_\_\_\_**

1           **WHEREAS**, the proposed amendments of Rule 900 and Rule 1000 are in harmony with, and not  
2 in conflict with or contradictory to, any state law or regulation, federal law or regulation, or court  
3 decisions because this rule is enacted to adopt by reference all the applicable provisions regarding  
4 standards of performance for new stationary sources as set forth in 40 Code of Federal Regulations, Part  
5 60 (40 CFR 60) and part 61 (40 CFR 61); and

6           **WHEREAS**, the proposed amendments will update Rule 900 and Rule 1000 to include the  
7 amended and adopted NSPS and NESHAP standards which have occurred since the last amendment of  
8 this rule; and

9           **WHEREAS**, this action will also enable the AVAQMD to obtain delegation of authority from  
10 USEPA for certain standards; and

11           **WHEREAS**, the proposed amendments to Rule 900 and Rule 1000, as well as the ATCM and  
12 MACT standards Notifications, are necessary to adopt by reference various amended and updated  
13 NESHAPs as set forth in 40 CFR 60, 40 CFR 61, 17 CCR, 40 CFR 63, respectively, and to enable the  
14 AVAQMD to obtain delegation of authority from USEPA for certain NSPS and NESHAP standards, as  
15 well as the ATCMs and MACT standards; and

16           **WHEREAS**, the proposed amendments do not impose the same requirements as any existing state  
17 or federal regulation because this rule is enacted to adopt by reference all the applicable provisions  
18 regarding standards of performance for new stationary sources as set forth in 40 CFR 60 and 40 CFR 61,  
19 respectively and to enable the AVAQMD to obtain delegation of authority from USEPA for certain NSPS  
20 and NESHAP standards; and

21           **WHEREAS**, a public hearing has been properly noticed and conducted, pursuant to H&S Code  
22 §40725, concerning the proposed amendments to Rule 900, Rule 1000, and ATCMs and MACT standards  
23 Notifications; and

24           **WHEREAS**, a Notice of Exemption, a Categorical Exemption (Class 8, 14 CCR §15308) for the  
25 proposed amendments to Rule 900, Rule 1000, and ATCMs and MACT standards Notifications  
26 completed in compliance with the California Environmental Quality Act (CEQA), has been presented to  
27 the Governing Board of the AVAQMD; each member having reviewed, considered and approved the  
28 information contained therein prior to acting on the proposed amendments to Rule 900, Rule 1000, and

**RESOLUTION \_\_\_\_\_**

1 ATCMs and MACT standards notifications and the Governing Board of the AVAQMD having  
2 determined that the proposed amendments will not have any potential for resulting in any adverse impact  
3 upon the environment; and

4       **WHEREAS**, the Governing Board of the AVAQMD has considered the evidence presented at the  
5 public hearing; and

6       **NOW, THEREFORE, BE IT RESOLVED**, that the Governing Board of the AVAQMD finds  
7 that the proposed amendments to Rule 900 - *Standards of Performance for New Stationary Sources*  
8 (*NSPS*) Rule 1000 — *National Emission Standards for Hazardous Air Pollutants (NESHAP)*, and  
9 ATCMs and MACT standards Notifications are necessary, authorized, clear, consistent, non-duplicative  
10 and properly referenced; and

11       **BE IT FURTHER RESOLVED**, that the Governing Board of the AVAQMD hereby makes a  
12 finding that the Class 8 Categorical Exemption (14 CCR §15308) applies and certifies the Notice of  
13 Exemption for the proposed amendments to Rule 900 Rule 1000, and ATCMs and MACT standards  
14 notifications; and

15       **BE IT FURTHER RESOLVED**, that the Governing Board of the AVAQMD does hereby adopt,  
16 pursuant to the authority granted by law, the proposed amendments to Rule 900, Rule 1000, and ATCMs  
17 and MACT standards notifications as set forth in the attachments to this resolution and incorporated  
18 herein by this reference; and

19       **BE IT FURTHER RESOLVED**, that this resolution shall take effect immediately upon adoption,  
20 that the Senior Executive Analyst is directed to file the Notice of Exemption in compliance with the  
21 provisions of CEQA.

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**RESOLUTION \_\_\_\_\_**

1 **PASSED, APPROVED AND ADOPTED** by the Governing Board of the Antelope Valley Air Quality  
2 Management District by the following vote:

3 AYES: MEMBER:

4 NOES: MEMBER:

5 ABSENT: MEMBER:

6 ABSTAIN: MEMBER:

7

8 STATE OF CALIFORNIA )  
9 COUNTY OF LOS ANGELES ) SS:  
10 )

11 I, Deanna Hernandez, Senior Executive Analyst – Confidential of the Governing Board of the  
12 Antelope Valley Air Quality Management District, hereby certify the foregoing to be a full true and  
13 correct copy of the record of the action as the same appears in the Official Minutes of said Governing  
14 Board at its meeting of September 15, 2020.

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15 Senior Executive Analyst– Confidential  
16 Antelope Valley Air Quality Management District.

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(Adopted: 12/3/76 ; Amended: 6/7/85; Amended: 11/1/85;  
Amended: 10/3/86; Amended: 4/3/87; Amended: 5/5/89;  
Amended: 9/7/90; Amended: 10/4/91; Amended: 4/3/92;  
Amended: 4/9/93 Amended: 4/8/94; Amended &  
Renumbered: 4/20/99; Amended: 2/15/11; Amended:  
09/15/2020)

## RULE 900

### Standards of Performance for New Stationary Sources (NSPS)

#### (A) General.

##### (1) Purpose.

- (a) This rule is enacted to adopt by reference all the applicable provisions regarding standards of performance for new stationary sources as set forth in 40 Code of Federal Regulations, Part 60 (40 CFR 60).

##### (2) Applicability.

- (a) This rule shall be applicable to any new, modified or reconstructed sources of air pollution as specified in any subpart of 40 CFR 60 which is applicable to such source and is adopted herein by reference.
- (b) For the purposes of this rule, the authority of the Administrator under the various portions of 40 CFR 60 shall be exercised by the APCO of the District when such authority has been properly delegated by USEPA with the exception that the APCO shall not be empowered to approve alternate or equivalent test methods, alternate standards or alternate work practices.

#### (B) Definitions.

- (1) For the purposes of this rule the following definitions, in addition to any definition contained in any subpart of 40 CFR 60 shall apply as applicable:

- (a) "Administrator" - The Administrator of the United States Environmental Protection Agency and his or her designee.
- (b) "Air Pollution Control Officer" (APCO) - The person appointed to the position of Air Pollution Control Officer of the District pursuant to the provisions of California Health & Safety Code §40750 and his or her designee.
- (c) "District" - The Antelope Valley Air Pollution Control District, the geographical area of which is described in District Rule 103.

- (d) "United States Environmental Protection Agency" (USEPA) - The agency or the Administrator of the United States Environmental Protection Agency.

(C) Standards of Performance for New Stationary Sources.

- (1) Any new, modified or reconstructed source of air pollution which is subject to any subpart of 40 CFR 60 as adopted herein by reference shall comply with the more stringent of the requirements found in the applicable subpart(s) or in the applicable District Rules and Regulations.
- (2) With the exception of subsections (C)(2)(b), (c), (c<sub>a</sub>), (c<sub>b</sub>), (c<sub>d</sub>), and (c<sub>e</sub>) below which are included herein for informational purposes only, the following provisions are hereby adopted by reference and are included as District Rules as if fully set forth herein:
  - (a) 40 CFR 60, Subpart A - General Provisions (Commencing with 40 CFR 60.1).
  - (b) 40 CFR 60, Subpart B - Adoption and Submittal of State Plans for Designated Facilities (Commencing with 40 CFR 60.20).
  - (b<sub>a</sub>) 40 CFR 60, Subpart B<sub>a</sub> - Adoption and Submittal of State Plans for Designated Facilities (Commencing with 40 CFR 60.20a).
  - (c) 40 CFR 60, Subpart C - Emission Guidelines and Compliance Times (Commencing with 40 CFR 60.30).
  - (c<sub>a</sub>) 40 CFR 60, Subpart C<sub>a</sub> – Reserved.
  - (c<sub>b</sub>) 40 CFR 60, Subpart C<sub>b</sub> - Emissions Guidelines and Compliance Times for Large Municipal Waste Combustors That are Constructed on or before September 20, 1994 (Commencing with 40 CFR 60.30b).
  - (c<sub>c</sub>) 40 CFR 60, Subpart C<sub>c</sub> - Emission Guidelines and Compliance Times for Municipal Solid Waste Landfills (Commencing with 40 CFR 60.30c).
  - (c<sub>d</sub>) 40 CFR 60, Subpart C<sub>d</sub> - Emissions Guidelines and Compliance Times for Sulfuric Acid Production Units (Commencing with 40 CFR 60.30d).
  - (c<sub>e</sub>) 40 CFR 60, Subpart C<sub>e</sub> - Emission Guidelines and Compliance Times for Hospital/Medical/Infectious Waste Incinerators (Commencing with 40 CFR 60.30e).
  - (c<sub>f</sub>) 40 CFR 60, Subpart C<sub>f</sub> - Emission Guidelines and Compliance Times for Municipal Solid Waste Landfills (Commencing with 40 CFR 60.30f).

- (d) 40 CFR 60, Subpart D - Standards of Performance for Fossil-Fuel-Fired Steam Generators (Commencing with 40 CFR 60.40).
- (d<sub>a</sub>) 40 CFR 60, Subpart Da - Standards of Performance for Electric Utility Steam Generating Units (Commencing with 40 CFR 60.40a).
- (d<sub>b</sub>) 40 CFR 60, Subpart Db - Standards of Performance for Industrial-Commercial-Institutional Steam Generating Units (Commencing with 40 CFR 60.40b).
- (d<sub>c</sub>) 40 CFR 60, Subpart Dc - Standards of Performance for Small Industrial-Commercial-Institutional Steam Generating Units (Commencing with 40 CFR 60.40c).
- (e) 40 CFR 60, Subpart E - Standards of Performance for Incinerators (Commencing with 40 CFR 60.50).
- (e<sub>a</sub>) 40 CFR 60, Subpart Ea - Standards of Performance for Municipal Waste Combustors for Which Construction is Commenced after December 20, 1989 and on or before September 20, 1994 (Commencing with 40 CFR 60.50a).
- (e<sub>b</sub>) 40 CFR 60, Subpart Eb - Standards of Performance for Large Municipal Waste Combustors for Which Construction is Commenced after September 20, 1994 or for Which Modification or Reconstruction is Commenced after June 19, 1996 (Commencing with 40 CFR 60.50b).
- (e<sub>c</sub>) 40 CFR 60, Subpart Ec - Standards of Performance for New Stationary Sources: Hospital/Medical/Infectious Waste Incinerators (Commencing with 40 CFR 60.50c).
- (f) 40 CFR 60, Subpart F - Standards of Performance for Portland Cement Plants (Commencing with 40 CFR 60.60).
- (g) 40 CFR 60, Subpart G - Standards of Performance for Nitric Acid Plants (Commencing with 40 CFR 60.70).
- (g<sub>a</sub>) 40 CFR 60, Subpart Ga - Standards of Performance for Nitric Acid Plants for Which Construction, Reconstruction, or Modification Commenced after October 14, 2011 (Commencing with 40 CFR 60.70a).
- (h) 40 CFR 60, Subpart H - Standards of Performance for Sulfuric Acid Plants (Commencing with 40 CFR 60.80).

- (i) 40 CFR 60, Subpart I - Standards of Performance for Hot Mix Asphalt Facilities (Commencing with 40 CFR 60.90).
- (j) 40 CFR 60, Subpart J - Standards of Performance for Petroleum Refineries (Commencing with 40 CFR 60.100).
- (j<sub>a</sub>) 40 CFR 60, Subpart Ja – Standards of Performance for Petroleum Refineries for Which Construction, Reconstruction, or Modification Commenced after May 14, 2007 (commencing with 40 CFR 60.100a).
- (k) 40 CFR 60, Subpart K - Standards of Performance for Storage Vessels for Petroleum Liquids for Which Construction, Reconstruction, or Modification Commenced after June 11, 1973 and Prior to May 19, 1978 (Commencing with 40 CFR 60.110).
- (k<sub>a</sub>) 40 CFR 60, Subpart Ka - Standards of Performance for Storage Vessels for Petroleum Liquids for Which Construction, Reconstruction, or Modification Commenced after May 18, 1978 and Prior to July 23, 1984 (Commencing with 40 CFR 60.110a).
- (k<sub>b</sub>) 40 CFR 60, Subpart Kb - Standards of Performance for Volatile Organic Liquid Storage Vessels (Including Petroleum Liquid Storage Vessels) for Which Construction, Reconstruction, or Modification Commenced after July 23, 1984 (Commencing with 40 CFR 60.110b).
- (l) 40 CFR 60, Subpart L - Standards of Performance for Secondary Lead Smelters (Commencing with 40 CFR 60.120).
- (m) 40 CFR 60, Subpart M - Standards of Performance for Secondary Brass and Bronze Production Plants (Commencing with 40 CFR 60.130).
- (n) 40 CFR 60, Subpart N - Standards of Performance for Primary Emissions from Basic Oxygen Process Furnaces for Which Construction is Commenced after June 11, 1973 (Commencing with 40 CFR 60.140).
- (n<sub>a</sub>) 40 CFR 60, Subpart Na - Standards of Performance for Secondary Emissions from Basic Oxygen Process Steelmaking Facilities for Which Construction is Commenced after January 20, 1983 (Commencing with 40 CFR 60.140a).
- (o) 40 CFR 60, Subpart O - Standards of Performance for Sewage Treatment Plants (Commencing with 40 CFR 60.150).
- (p) 40 CFR 60, Subpart P - Standards of Performance for Primary Copper Smelters (Commencing with 40 CFR 60.160).

- (q) 40 CFR 60, Subpart Q - Standards of Performance for Primary Zinc Smelters (Commencing with 40 CFR 60.170).
- (r) 40 CFR 60, Subpart R - Standards of Performance for Primary Lead Smelters (Commencing with 40 CFR 60.180).
- (s) 40 CFR 60, Subpart S - Standards of Performance for Primary Aluminum Reduction Plants (Commencing with 40 CFR 60.190).
- (t) 40 CFR 60, Subpart T - Standards of Performance for the Phosphate Fertilizer Industry: Wet-Process Phosphoric Acid Plants (Commencing with 40 CFR 60.200).
- (u) 40 CFR 60, Subpart U - Standards of Performance for the Phosphate Fertilizer Industry: Superphosphoric Acid Plants (Commencing with 40 CFR 60.210).
- (v) 40 CFR 60, Subpart V - Standards of Performance for the Phosphate Fertilizer Industry: Diammonium Phosphate Plants (Commencing with 40 CFR 60.220).
- (w) 40 CFR 60, Subpart W - Standards of Performance for the Phosphate Fertilizer Industry: Triple Superphosphate Plants (Commencing with 40 CFR 60.230).
- (x) 40 CFR 60, Subpart X - Standards of Performance for the Phosphate Fertilizer Industry: Granular Triple Superphosphate Storage Facilities (Commencing with 40 CFR 60.240).
- (y) 40 CFR 60, Subpart Y - Standards of Performance for Coal Preparation and Processing Plants (Commencing with 40 CFR 60.250).
- (z) 40 CFR 60, Subpart Z - Standards of Performance for Ferroalloy Production Facilities (Commencing with 40 CFR 60.260).
- (aa) 40 CFR 60, Subpart AA - Standards of Performance for Steel Plants: Electric Arc Furnaces Constructed after October 21, 1974 and On or before August 17, 1983 (Commencing with 40 CFR 60.270).
- (aa<sub>a</sub>) 40 CFR 60, Subpart AA<sub>a</sub> - Standards of Performance for Steel Plants: Electric Arc Furnaces and Argon-Oxygen Decarburization Vessels Constructed after August 17, 1983 (Commencing with 40 CFR 60.270a).
- (bb) 40 CFR 60, Subpart BB - Standards of Performance for Kraft Pulp Mills (Commencing with 40 CFR 60.280).



- (bb<sub>a</sub>) 40 CFR 60, Subpart BBa - Standards of Performance for Kraft Pulp Mill Affected Sources for Which Construction, Reconstruction, or Modification Commenced after May 23, 2013 (Commencing with 40 CFR 60.280a).
- (cc) 40 CFR 60, Subpart CC - Standards of Performance for Glass Manufacturing Plants (Commencing with 40 CFR 60.290).
- (dd) 40 CFR 60, Subpart DD - Standards of Performance for Grain Elevators (Commencing with 40 CFR 60.300).
- (ee) 40 CFR 60, Subpart EE - Standards of Performance for Surface Coating of Metal Furniture (Commencing with 40 CFR 60.310).
- (ff) 40 CFR 60, Subpart FF - Reserved.
- (gg) 40 CFR 60, Subpart GG - Standards of Performance for Stationary Gas Turbines (Commencing with 40 CFR 60.330).
- (hh) 40 CFR 60, Subpart HH - Standards of Performance for Lime Manufacturing Plants (Commencing with 40 CFR 60.340).
- (kk) 40 CFR 60, Subpart KK - Standards of Performance for Lead-Acid Battery Manufacturing Plants (Commencing with 40 CFR 60.370).
- (ll) 40 CFR 60, Subpart LL - Standards of Performance for Metallic Mineral Processing Plants (Commencing with 40 CFR 60.380).
- (mm) 40 CFR 60, Subpart MM - Standards of Performance for Automobile and Light Duty Truck Surface Coating Operations (Commencing with 40 CFR 60.390).
- (nn) 40 CFR 60, Subpart NN - Standards of Performance for Phosphate Rock Plants (Commencing with 40 CFR 60.400).
- (pp) 40 CFR 60, Subpart PP - Standards of Performance for Ammonium Sulfate Manufacture (Commencing with 40 CFR 60.420).
- (qq) 40 CFR 60, Subpart QQ - Standards of Performance for the Graphic Arts Industry: Publication Rotogravure Printing (Commencing with 40 CFR 60.430).
- (rr) 40 CFR 60, Subpart RR - Standards of Performance for Pressure Sensitive Tape and Label Surface Coating Operations (Commencing with 40 CFR 60.440).
- (ss) 40 CFR 60, Subpart SS - Standards of Performance for Industrial Surface Coating: Large Appliances (Commencing with 40 CFR 60.450).

- (tt) 40 CFR 60, Subpart TT - Standards of Performance for Metal Coil Surface Coating (Commencing with 40 CFR 60.460).
- (uu) 40 CFR 60, Subpart UU - Standards of Performance for Asphalt Processing and Asphalt Roofing Manufacture (Commencing with 40 CFR 60.470).
- (vv) 40 CFR 60, Subpart VV - Standards of Performance for Equipment Leaks of VOC in the Synthetic Organic Chemicals Manufacturing Industry for which Construction, Reconstruction, or Modification Commenced after January 5, 1981, and on or before November 7, 2006 (Commencing with 40 CFR 60.480).
- (vv<sub>a</sub>) 40 CFR 60, Subpart VV<sub>a</sub> - Standards of Performance for Equipment Leaks of VOC in the Synthetic Organic Chemicals Manufacturing Industry for Which Construction, Reconstruction, or Modification Commenced after November 7, 2006 (Commencing with 40 CFR 60.480<sub>a</sub>).
- (ww) 40 CFR 60, Subpart WW - Standards of Performance for the Beverage Can Surface Coating Industry (Commencing with 40 CFR 60.490).
- (xx) 40 CFR 60, Subpart XX - Standards of Performance for Bulk Gasoline Terminals (Commencing with 40 CFR 60.500).
- (aaa) 40 CFR 60, Subpart AAA - Standards of Performance for New Residential Wood Heaters (Commencing with 40 CFR 60.530).
- (bbb) 40 CFR 60, Subpart BBB - Standards of Performance for the Rubber Tire Manufacturing Industry (Commencing with 40 CFR 60.540).
- (ccc) 40 CFR 60, Subpart CCC - Reserved.
- (ddd) 40 CFR 60, Subpart DDD - Standards of Performance for Volatile Organic Compound (VOC) Emissions from the Polymer Manufacturing Industry (Commencing with 40 CFR 60.560).
- (eee) 40 CFR 60, Subpart EEE - Reserved.
- (fff) 40 CFR 60, Subpart FFF - Standards of Performance for Flexible Vinyl and Urethane Coating and Printing (Commencing with 40 CFR 60.580).
- (ggg) 40 CFR 60, Subpart GGG - Standards of Performance for Equipment Leaks of VOC in Petroleum Refineries for which Construction, Reconstruction, or Modification Commenced after January 4, 1983, and on or before November 7, 2006 (Commencing with 40 CFR 60.590).

- (ggg<sub>a</sub>) 40 CFR 60, Subpart GGG<sub>a</sub> - Standards of Performance for Equipment Leaks of VOC in Petroleum Refineries for Which Construction, Reconstruction, or Modification Commenced after November 7, 2006 (Commencing with 40 CFR 60.590a).
- (hhh) 40 CFR 60, Subpart HHH - Standards of Performance for Synthetic Fiber Production Facilities (Commencing with 40 CFR 60.600).
- (iii) 40 CFR 60, Subpart III - Standards of Performance for Volatile Organic Compound (VOC) Emissions from the Synthetic Organic Chemical Manufacturing Industry (SOCMI) Air Oxidation Unit Processes (Commencing with 40 CFR 60.610).
- (jjj) 40 CFR 60, Subpart JJJ - Standards of Performance for Petroleum Dry Cleaners (Commencing with 40 CFR 60.620).
- (kkk) 40 CFR 60, Subpart KKK - Standards of Performance for Equipment Leaks of VOC from Onshore Natural Gas Processing Plants for which Construction, Reconstruction, or Modification Commenced after January 20, 1984, and on or before August 23, 2011 (Commencing with 40 CFR 60.630).
- (lll) 40 CFR 60, Subpart LLL - Standards of Performance for SO<sub>2</sub> Emissions from Onshore Natural Gas Processing for Which Construction, Reconstruction, or Modification Commenced after January 20, 1984, and on or before August 23, 2011 (Commencing with 40 CFR 60.640).
- (mmm) 40 CFR 60, Subpart MMM - Reserved.
- (nnn) 40 CFR 60, Subpart NNN - Standards of Performance for Volatile Organic Compound (VOC) Emissions from Synthetic Organic Chemical Manufacturing Industry (SOCMI) Distillation Operations (Commencing with 40 CFR 60.660).
- (ooo) 40 CFR 60, Subpart OOO - Standards of Performance for Nonmetallic Mineral Processing Plants (Commencing with 40 CFR 60.670).
- (ppp) 40 CFR 60, Subpart PPP - Standards of Performance for Wool Fiberglass Insulation Manufacturing Plants (Commencing with 40 CFR 60.680).
- (qqq) 40 CFR 60, Subpart QQQ - Standards of Performance for VOC Emissions from Petroleum Refinery Wastewater Systems (Commencing with 40 CFR 60.690).
- (rrr) 40 CFR 60, Subpart RRR - Standards of Performance for Volatile Organic Compound Emissions from Synthetic Organic Chemical Manufacturing Industry (SOCMI) Reactor Processes (Commencing with 40 CFR 60.700).

- (sss) 40 CFR 60, Subpart SSS - Standards of Performance for Magnetic Tape Coating Facilities (Commencing with 40 CFR 60.710).
- (ttt) 40 CFR 60, Subpart TTT - Standards of Performance for Industrial Surface Coating: Surface Coating of Plastic Parts for Business Machines (Commencing with 40 CFR 60.720).
- (uuu) 40 CFR 60, Subpart UUU - Standards of Performance for Calciners and Dryers in Mineral Industries (Commencing with 40 CFR 60.730).
- (vvv) 40 CFR 60, Subpart VVV - Standards of Performance for Polymeric Coating of Supporting Substrates Facilities (Commencing with 40 CFR 60.740).
- (www) 40 CFR 60, Subpart WWW - Standards of Performance for Municipal Solid Waste Landfills (Commencing with 40 CFR 60.750).
- (xxx) 40 CFR 60, Subpart XXX – Standards of Performance for Municipal Solid Waste Landfills That Commenced Construction, Reconstruction, or Modification after July 17, 2014 (Commencing with 40 CFR 60.760).
- (yyy) 40 CFR 60, Subpart YYY – Reserved.
- (zzz) 40 CFR 60, Subpart ZZZ – Reserved.
- (aaaa) 40 CFR 60, Subpart AAAA - Standards of Performance for Small Municipal Waste Combustion Units for Which Construction Commenced after August 30, 1999 or for Which Modification or Reconstruction is Commenced after June 6, 2001 (Commencing with 40 CFR 60.1000).
- (bbbb) 40 CFR 60, Subpart BBBB - Emission Guidelines and Compliance Times for Small Municipal Waste Combustion Units Constructed on or before August 30, 1999 (Commencing with 40 CFR 60.1500).
- (cccc) 40 CFR 60, Subpart CCCC - Standards of Performance for Commercial and Industrial Solid Waste Incineration Units (Commencing with 40 CFR 60.2000).
- (dddd) 40 CFR 60, Subpart DDDD - Emissions Guidelines and Compliance Times for Commercial and Industrial Solid Waste Incineration Units (Commencing with 40 CFR 60.2500).

- (eeee) 40 CFR 60, Subpart EEEE - Standards of Performance for Other Solid Waste Incineration Units for Which Construction is Commenced after December 9, 2004, or for Which Modification or Reconstruction is Commenced on or after June 16, 2006 (Commencing with 40 CFR 60.2880).
- (ffff) 40 CFR 60, Subpart FFFF - Emission Guidelines and Compliance Times for Other Solid Waste Incineration Units that Commenced Construction on or before December 9, 2004 (Commencing with 40 CFR 60.2980).
- (gggg) 40 CFR 60, Subpart GGGG – Reserved.
- (hhhh) 40 CFR 60, Subpart HHHH – Reserved.
- (iiii) 40 CFR 60, Subpart IIII - Standards of Performance for Stationary Compression Ignition Internal Combustion Engines (Commencing with 40 CFR 60.4200).
- (jjjj) 40 CFR 60, Subpart JJJJ - Standards of Performance for Stationary Spark Ignition Internal Combustion Engines (Commencing with 40 CFR 60.4230).
- (kkkk) 40 CFR 60, Subpart KKKK - Standards of Performance for Stationary Combustion Turbines (Commencing with 40 CFR 60.4300).
- (llll) 40 CFR 60, Subpart LLLL - Standards of Performance for New Sewage Sludge Incineration Units (Commencing with 40 CFR 60.4760).
- (mmmm) 40 CFR 60, Subpart MMMM - Emission Guidelines and Compliance Times for Existing Sewage Sludge Incineration Units (Commencing with 40 CFR 60.5000).
- (nnnn) 40 CFR 60, Subpart NNNN – Reserved.
- (oooo) 40 CFR 60, Subpart OOOO - Standards of Performance for Crude Oil and Natural Gas Production, Transmission and Distribution for Which Construction, Modification or Reconstruction Commenced after August 23, 2011, and on or before September 18, 2015 (Commencing with 40 CFR 60.4360).
- (oooo<sub>a</sub>) 40 CFR 60, Subpart OOOO<sub>a</sub> - Standards of Performance for Crude Oil and Natural Gas Facilities for Which Construction, Modification or Reconstruction Commenced after September 18, 2015 (Commencing with 40 CFR 60.5360<sub>a</sub>).
- (pppp) 40 CFR 60, Subpart PPPP – Reserved.

- (qqqq) 40 CFR 60, Subpart QQQQ - Standards of Performance for New Residential Hydronic Heaters and Forced-Air Furnaces (Commencing with 40 CFR 60.5472).
- (tttt) 40 CFR 60, Subpart TTTT - Standards of Performance for Greenhouse Gas Emissions for Electric Generating Units (Commencing with 40 CFR 60.5508).
- (uuuu<sub>a</sub>) 40 CFR 60, Subpart UUUU<sub>a</sub> - Emission Guidelines for Greenhouse Gas Emissions from Existing Electric Utility Generating Units (Commencing with 40 CFR 60.5700a).

[SIP: Not SIP]

NOTE: *Copies of the CFR referenced in this Rule may be obtained on-line at:*

<https://www.ecfr.gov/cgi-bin/ECFR?SID=085f4b27accdd8d586e86cc673b7ad16&mc=true&page=browse>

*Copies are available for review at many libraries and law libraries especially those with federal depository status. A tool to find the nearest federal depository library is available here:*

<http://catalog.gpo.gov/fdlpdir/FDLPdir.jsp>

*Hard copies are available for purchase at:*

<https://bookstore.gpo.gov/search/products?keywords=code+of+federal+regulations+title+60> or

*by contacting the U.S. Government Printing Office at 732 North Capitol Street, NW, Washington, DC 20401-0001 (202) 512-1800*

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Amended: 4/9/93; Amended: 4/8/94; Amended &  
Renumbered: 4/20/99; Amended: 02/15/11; Amended:  
09/15/2020)

## RULE 1000

### National Emission Standards for Hazardous Air Pollutants (NESHAP)

#### (A) General

##### (1) Purpose

- (a) This rule is enacted to adopt by reference all the applicable provisions regarding National Emissions Standards for Hazardous Air Pollutants as set forth in 40 Code of Federal Regulations, Part 61 (40 CFR 61).

##### (2) Applicability

- (a) This rule shall be applicable to the owner or operator of any stationary source for which a standard is prescribed in any subpart of 40 CFR 61 and is adopted herein by reference.
- (b) For the purposes of this rule, the authority of the Administrator under the various portions of 40 CFR 60 shall be exercised by the APCO of the District when such authority has been properly delegated by USEPA with the exception that the APCO shall not be empowered to approve alternate or equivalent test methods, alternate standards or alternate work practices.

#### (B) Definitions

- (1) For the purposes of this rule the following definitions, in addition to any definition contained in any subpart of 40 CFR 61 shall apply as applicable. In case of disagreement these definitions shall control followed by the definitions contained in 40 CFR 61.
  - (a) "Administrator" - The Administrator of the United States Environmental Protection Agency and his or her designee. The APCO shall be considered a designee except that the APCO is not empowered to approve alternative test methods or opacity limits.
  - (b) "Air Pollution Control Officer" (APCO) - The person appointed to the position of Air Pollution Control Officer of the District pursuant to the provisions of California Health & Safety Code '40750 and his or her designee.



- (c) "District" - The Mojave Desert Air Quality Management District, the geographical area of which is described in District Rule 103.
- (d) "United States Environmental Protection Agency" (USEPA) - The agency or the Administrator of the United States Environmental Protection Agency.

(C) National Emission Standards for Hazardous Air Pollutants

- (1) Any owner or operator of any stationary source for which a standard is prescribed in any subpart of 40 CFR 61 and adopted herein by reference shall comply with the more stringent of the requirements found in the applicable subpart, the applicable law of the State of California or the applicable District Rules and Regulations.
- (2) The following provisions are hereby adopted by reference and are included as District Rules as if fully set forth herein:
  - (a) 40 CFR 61, Subpart A - General Provisions (Commencing with 40 CFR 61.01).
  - (b) 40 CFR 61, Subpart B - National Emission Standards for Radon Emissions from Underground Uranium Mines (Commencing with 40 CFR 61.20).
  - (c) 40 CFR 61, Subpart C - National Emission Standard for Beryllium (Commencing with 40 CFR 61.30).
  - (d) 40 CFR 61, Subpart D - National Emission Standard for Beryllium Rocket Motor Firing (Commencing with 40 CFR 61.40).
  - (e) 40 CFR 61, Subpart E - National Emission Standard for Mercury (Commencing with 40 CFR 61.50).
  - (f) 40 CFR 61, Subpart F - National Emission Standard for Vinyl Chloride (Commencing with 40 CFR 61.60).
  - (g) 40 CFR 61, Subpart G - Reserved.
  - (h) 40 CFR 61, Subpart H - National Emission Standards for Emissions of Radionuclides Other Than Radon from Department of Energy Facilities (Commencing with 40 CFR 61.90).
  - (i) 40 CFR 61, Subpart I - National Emission Standards for Radionuclide Emissions from Federal Facilities Other Than Nuclear Regulatory Commission Licensees and Not Covered by Subpart H (Commencing with 40 CFR 61.100).

- (j) 40 CFR 61, Subpart J - National Emission Standard for Equipment Leaks (Fugitive Emission Sources) of Benzene (Commencing with 40 CFR 61.110).
- (k) 40 CFR 61, Subpart K - National Emission Standards for Radionuclide Emissions from Elemental Phosphorus Plants (Commencing with 40 CFR 61.120).
- (l) 40 CFR 61, Subpart L - National Emission Standard for Benzene Emissions from Coke By-Product Recovery Plants (Commencing with 40 CFR 61.130).
- (m) 40 CFR 61, Subpart M - National Emission Standard for Asbestos (Commencing with 40 CFR 61.140).
- (n) 40 CFR 61, Subpart N - National Emission Standard for Inorganic Arsenic Emissions from Glass Manufacturing Plants (Commencing with 40 CFR 61.160).
- (o) 40 CFR 61, Subpart O - National Emission Standard for Inorganic Arsenic Emissions from Primary Copper Smelters (Commencing with 40 CFR 61.170).
- (p) 40 CFR 61, Subpart P - National Emission Standard for Inorganic Arsenic Emissions from Arsenic Trioxide and Metallic Arsenic Production Facilities (Commencing with 40 CFR 61.180).
- (q) 40 CFR 61, Subpart Q - National Emission Standards for Radon Emissions from Department of Energy Facilities (Commencing with 40 CFR 61.190).
- (r) 40 CFR 61, Subpart R - National Emission Standards for Radon Emissions from Phosphogypsum Stacks (Commencing with 40 CFR 61.200).
- (s) 40 CFR 61, Subpart S - Reserved.
- (t) 40 CFR 61, Subpart T - National Emission Standards for Radon Emissions from the Disposal of Uranium Mill Tailings (Commencing with 40 CFR 61.220).
- (u) 40 CFR 61, Subpart U - Reserved.
- (v) 40 CFR 61, Subpart V - National Emission Standard for Equipment Leaks (Fugitive Emission Sources) (Commencing with 40 CFR 61.240).

- (w) 40 CFR 61, Subpart W - National Emission Standards for Radon Emissions from Operating Mill Tailings (Commencing with 40 CFR 61.250).
- (x) 40 CFR 61, Subpart X - Reserved.
- (y) 40 CFR 61, Subpart Y - National Emission Standard for Benzene Emissions from Benzene Storage Vessels (Commencing with 40 CFR 61.270).
- (z) 40 CFR 61, Subpart Z - Reserved.
- (aa) 40 CFR 61, Subpart AA - Reserved.
- (bb) 40 CFR 61, Subpart BB - National Emission Standard for Benzene Emissions from Benzene Transfer Operations (Commencing with 40 CFR 61.300).
- (cc) 40 CFR 61, Subpart CC - Reserved.
- (dd) 40 CFR 61, Subpart DD - Reserved.
- (ee) 40 CFR 61, Subpart EE - Reserved.
- (ff) 40 CFR 61, Subpart FF - National Emission Standard for Benzene Waste Operations (Commencing with 40 CFR 61.340).

[SIP: Not SIP]

NOTE: *Copies of the CFR referenced in this Rule may be obtained on-line at:*  
<http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&tpl=%2Findex.tpl> or  
<http://www.gpoaccess.gov/cfr/retrieve.html>

*Copies are available for review at many libraries and law libraries especially those with federal depository status. A tool to find the nearest federal depository library is available here:*  
<http://catalog.gpo.gov/fdlpdir/FDLPdir.jsp>

*Hard copies are available for purchase at:*  
<http://bookstore.gpo.gov/baskets/cfr-listing.jsp> or  
by contacting the U.S. Government Printing Office at 732 North Capitol Street, NW, Washington, DC 20401-0001 (202) 512-1800

*Antelope Valley*  
Air Quality Management District

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Draft  
Staff Report

Proposed Amendment to  
Rule 900 – *Standards of Performance for New Stationary  
Sources (NSPS)*  
and  
Rule 1000 – *National Emission Standards for Hazardous Air  
Pollutants (NESHAP)*  
and  
Receive and File ATCM/MACT Notifications

For adoption on  
September 15, 2020

43301 DIVISION ST., SUITE 206,  
LANCASTER, CALIFORNIA 93535-4649  
PHONE (661) 723-8070

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## STAFF REPORT

### Rule 900 – *Standards of Performance for New Stationary Sources (NSPS) and Rule 1000 – National Emission Standards for Hazardous Air Pollutants (NESHAP) and Receive and File ATCM/MACT Notifications*

#### I. PURPOSE OF STAFF REPORT

A staff report serves several discrete purposes. Its primary purpose is to provide a summary and background material to the members of the Governing Board. This allows the members of the Governing Board to be fully informed before making any required decision. It also provides the documentation necessary for the Governing Board to make any findings, which are required by law to be made prior to the approval or adoption of a document. In addition, a staff report ensures that the correct procedures and proper documentation for approval or adoption of a document have been performed. Finally, the staff report provides evidence for defense against legal challenges regarding the propriety of the approval or adoption of the document.

#### II. EXECUTIVE SUMMARY

Local air districts may receive delegation of authority to implement and enforce federal New Source Performance Standards (NSPS) and National Emissions Standards for Hazardous Air Pollutants (NESHAP) by submitting a petition to the United States Environmental Protection Agency (USEPA). The Antelope Valley Air Quality Management District (AVAQMD or District), via its predecessor agencies the Antelope Valley Air Pollution Control District and the South Coast Air Quality Management District, has in the past submitted such petitions and received delegation for certain of the NSPS and NESHAP standards.

Since the last submission, the USEPA has amended and adopted a variety of new NSPS and NESHAP standards as well as amended and updated several old ones. The proposed amendments will update both Rule 900 – *Standards of Performance for New Stationary Sources (NSPS) and Rule 1000 – National Emissions Standards for Hazardous Air Pollutants (NESHAP)* to include the amended and adopted NSPS and NESHAP standards, respectively, which have occurred since the last submission. These amendments will allow the AVAQMD to petition USEPA for further delegation of NSPS and NESHAP authority. Although this action requesting delegation will not be a State Implementation Plan (SIP) submission it is a formal submission directly to USEPA and therefore the public notice requirements for SIP submissions will most likely be applicable. Such delegation will allow certain reports and other ministerial items to be submitted to the AVAQMD rather than directly to USEPA.

In addition, the AVAQMD is authorized, pursuant to statute Health & Safety Code §39666 to enforce certain state adopted Airborne Toxic Control Measures (ATCMs) and a variety of Maximum Achievable Control Technology standards (MACT standards). As an informational measure the AVAQMD has included two Notifications in the district's rulebook which list the ATCMs and MACT standards enforceable within the district's jurisdiction. Once again since February 15, 2011 both CARB and USEPA have added and updated various ATCMs and MACT standards. This action will also receive and file Notification: California Airborne Toxic Control Measures (ATCMs) and



Notification: Maximum Available Control Technology (MACT) and direct their inclusion into the AVAQMD rule book.

### III. STAFF RECOMMENDATION

Staff recommends that the Governing Board of the AVAQMD adopt, after conducting a public hearing, a resolution approving the amendment of Rule 900 – *Standards of Performance for New Stationary Sources (NSPS)* and Rule 1000 – *National Emissions Standards for Hazardous Air Pollutants (NESHAP)* and approve the appropriate California Environmental Quality Act (CEQA) documentation.

The proposed amendments update citations and adopt by reference various new and amended Federal NSPS and NESHAP standards as set forth by 40 CFR 60 and 40 CFR 61, respectively. This will enable the District to obtain delegation of authority from USEPA for certain NSPS and NESHAP standards.

In addition, the District plans to receive and file updates to the State Air Toxics Control Measures (ATCM) and Federal Maximum Achievable Control Technology (MACT) standards via Notifications.

**IV. LEGAL REQUIREMENTS CHECKLIST**

The findings and analysis as indicated below are required for the procedurally correct amendment of Rule 900 – *Standards of Performance for New Stationary Sources (NSPS)* and Rule 1000 – *National Emission Standards for Hazardous Air Pollutants (NESHAP)*. Each item is discussed, if applicable, in Section V below. Copies of documents are included in the appropriate Appendix.

**FINDINGS REQUIRED FOR RULES & REGULATIONS**

- X Necessity
- X Authority
- X Clarity
- X Consistency
- X Non-duplication
- X Reference
- X Public Notice & Comment
- X Public Hearing

**REQUIREMENTS FOR STATE IMPLEMENTATION PLAN SUBMISSION (SIP):**

- X Public Notice & Comment
- X Availability of Document
- X Notice to Specified Entities (State, Air Districts, USEPA, Other States)
- X Public Hearing
- X Legal Authority to adopt and implement the document.
- X Applicable State laws and regulations were followed.

**ELEMENTS OF A FEDERAL SUBMISSION**

- X Elements as set forth in applicable Federal law or regulations.

**CALIFORNIA ENVIRONMENTAL QUALITY ACT REQUIREMENTS (CEQA):**

- N/A Ministerial Action
- X Exemption
- N/A Negative Declaration
- N/A Environmental Impact Report
- X Appropriate findings, if necessary.
- X Public Notice & Comment

**SUPPLEMENTAL ENVIRONMENTAL ANALYSIS (RULES & REGULATIONS ONLY):**

- X Environmental impacts of compliance.
- N/A Mitigation of impacts.
- N/A Alternative methods of compliance.

**OTHER:**

- X Written analysis of existing air pollution control requirements
- N/A Economic Analysis
- N/A Public Review

## V. DISCUSSION OF LEGAL REQUIREMENTS

### A. REQUIRED ELEMENTS/FINDINGS

This section discusses the State of California statutory requirements that apply to the proposed amendment of Rule 900 and Rule 1000. These are actions, that need to be performed, and/or information, that must be provided in order to amend the rule in a procedurally correct manner.

#### 1. State Findings Required for Adoption of Rules & Regulations:

Before adopting, amending, or repealing a rule or regulation, the AVAQMD Governing Board is required to make findings of necessity, authority, clarity, consistency, non-duplication, and reference based upon relevant information presented at the hearing. The information below is provided to assist the Governing Board in making these findings.

##### a. Necessity:

The proposed amendment of Rule 900 and Rule 1000 is necessary to update citations and adopt by reference various new and amended Federal NSPS and NESHAP, respectively. This action will also enable the AVAQMD to obtain delegation of authority from USEPA for certain standards.

##### b. Authority:

AVAQMD has the authority pursuant to California Health and Safety Code (H&S Code) §40702 to adopt, amend or repeal rules and regulations.

##### c. Clarity:

The proposed amendments are clear in that they are written so that the persons subject to the rule can easily understand the meaning.

##### d. Consistency:

The proposed amendments of Rule 900 and Rule 1000 are in harmony with, and not in conflict with or contradictory to, any state law or regulation, federal law or regulation, or court decisions because this rule is enacted to adopt by reference all the applicable provisions regarding standards of performance for new stationary sources as set forth in 40 Code of Federal Regulations, Part 60 (40 CFR 60) and part 61 (40 CFR 61). The proposed amendments will update Rule 900 and Rule 1000 to include the amended and adopted NSPS and NESHAP standards which have occurred since the last amendment of this rule. This action will also enable the AVAQMD to obtain delegation of authority from USEPA for certain standards.

e. Non-duplication:

The proposed amendments to Rule 900 and Rule 1000 do not impose the same requirements as an existing state or federal law or regulation because this rule is enacted to adopt by reference all the applicable provisions regarding standards of performance for new stationary sources as set forth in 40 CFR 60. This action will also enable the AVAQMD to obtain delegation of authority from USEPA for certain standards.

f. Reference:

AVAQMD has the authority pursuant to H&S Code §40702 to adopt, amend or repeal rules and regulations.

g. Public Notice & Comment, Public Hearing:

Notice for the public hearing for the proposed amendment of Rule 900 and Rule 1000 will be published August 14, 2020. See Appendix “B” for a copy of the public notice. See Appendix C for copies of comments, if any, and AVAQMD responses.

2. Federal Elements (SIP Submittals, Other Federal Submittals).

Submittals to USEPA are required to include various elements depending upon the type of document submitted and the underlying federal law which requires the submittal. The information below indicates which elements are required for the proposed amendment of Rule 900 and Rule 1000 and how they were satisfied.

a. Satisfaction of Underlying Federal Requirements:

The amendment of Rule 900 and Rule 1000 will not be a SIP submission. Although this action requesting delegation will not be a SIP submission the request for delegation requires formal submission directly to USEPA and therefore the public notice requirements for a SIP submission will be followed.

b. Public Notice and Comment:

Notice for the public hearing for the proposed amendment of Rule 900 and Rule 1000 will be published August 14, 2020. See Appendix “B” for a copy of the public notice. See Appendix “C” for copies of comments and if any District response.

c. Availability of Document:

Copies of the proposed amended Rule 900 and Rule 1000, and the accompanying draft staff report were made available to the public on August 14, 2020.

d. Notice to Specified Entities

Copies of the proposed amended Rule 900 and Rule 1000, and the accompanying draft staff report were sent to all affected agencies, including but not limited to the California Air Resources Board (CARB) and USEPA on or about August 14, 2020.

e. Public Hearing:

A public hearing to consider the proposed amendments of Rule 900 and Rule 1000 has been set for September 15, 2020.

f. Legal Authority to Adopt and Implement:

The AVAQMD has the authority pursuant to H&S Code §40702 to adopt, amend, or repeal rules and regulations and to do such acts as may be necessary or proper to execute the duties imposed upon the AVAQMD.

g. Applicable State Laws and Regulations Were Followed:

Public notice and hearing procedures pursuant to H&S Code §§40725-40728 have been followed. See Section (V)(A)(1) above for compliance with state findings required pursuant to H&S Code §40727. See Section (V)(B) below for compliance with the required analysis of existing requirements pursuant to H&S Code §40727.2. See Section (V)(C) for compliance with economic analysis requirements pursuant to H&S Code §40920.6. See Section (V)(D) below for compliance with provisions of the California Environmental Quality Act (CEQA).

**B. WRITTEN ANALYSIS OF EXISTING REQUIREMENTS**

H&S Code §40727.2 requires air districts to prepare a written analysis of all existing federal air pollution control requirements that apply to the same equipment or source type as the rule proposed for modification by the district. Proposed amended Rule 900 and Rule 1000 are enacted to adopt by reference all the applicable provisions regarding standards of performance for new stationary sources as set forth in 40 CFR 60. The proposed amendments will update Rule 900 and Rule 1000 to include the amended and adopted NSPS and NESHAP standards which have occurred since the last amendment of this rule. This action will also enable the AVAQMD to obtain delegation of authority from USEPA for certain standards. Since this is an administrative rule, the preparation of a written analysis of existing pollution control requirements that apply to the same equipment or source type is not required.

## C. ECONOMIC ANALYSIS

### 1. General

The proposed amendments to Rule 900 and Rule 1000 are administrative in nature since they merely adopt by reference the applicable provisions regarding standards of performance for new stationary sources as set forth in 40 CFR 60 and will also enable the AVAQMD to obtain delegation of authority from USEPA for certain standards. NSPS and NESHAP are federal law and facilities subject to the provisions are subject to them regardless of Rule 900 and Rule 1000 provisions, respectively. Therefore, there is no additional economic burden to facilities subject to the rule.

### 2. Incremental Cost Effectiveness

Pursuant to H&S Code §40920.6, incremental cost effectiveness calculations are required for rules and regulations which are adopted or amended to meet the California Clean Air Act requirements for Best Available Retrofit Control Technology (BARCT) or “all feasible measures” to control volatile compounds, oxides of nitrogen or oxides of sulfur.

The proposed amendments of Rule 900 and Rule 100 are not subject to incremental cost effectiveness calculations because this rule does not impose BARCT or “all feasible measures.”

## D. ENVIRONMENTAL ANALYSIS (CEQA)

Through the process described below, it was determined that a Notice of Exemption would be the appropriate CEQA process for the proposed amendment of Rule 900 and Rule 1000.

1. The proposed amendments of Rule 900 and Rule 1000 meet the CEQA definition of “project.” They are not “ministerial” actions.
2. The proposed amendments to Rule 900 and Rule 1000 are exempt from CEQA review because the proposed amendments are administrative in nature since they merely adopt by reference the applicable provisions of existing federal standards of performance for new stationary sources as set forth in 40 CFR 60 and will enable the AVAQMD to obtain delegation of authority from USEPA for certain standards. There is no potential that the amendments might cause the release of additional air contaminants or create any adverse environmental impacts because the standards are already effective and applicable to the District and any affected facilities, therefore a Class 8 categorical exemption (14 Cal. Code Reg. §15308) applies. Copies of the documents relating to CEQA can be found in Appendix “D”.

## E. SUPPLEMENTAL ENVIRONMENTAL ANALYSIS

### 1. Potential Environmental Impacts

The proposed amendments of Rule 900 and Rule 1000 are administrative in nature since it merely adopts by reference the applicable provisions regarding standards of performance for new stationary sources as set forth in 40 CFR 60 and enables the AVAQMD to obtain delegation of authority from USEPA for certain standards, and so will have no negative environmental impacts.

### 2. Mitigation of Impacts

N/A

### 3. Alternative Methods of Compliance

N/A

## F. PUBLIC REVIEW

See Staff Report Section (V)(A)(1)(g) and (2)(b), as well as Appendix “B”.

## VI. TECHNICAL DISCUSSION

### A. SOURCE DESCRIPTION

Rule 900 and Rule 1000 are applicable to any new, modified or reconstructed sources of air pollution as specified in any subpart of 40 CFR 60 which is applicable to such source and is adopted by reference.

### B. EMISSIONS

The proposed amendments of Rule 900 and Rule 1000 do not cause the release of additional air contaminants, or create any adverse environmental impacts because the rule is administrative in nature. Proposed amended Rule 900 and Rule 1000 merely adopt by reference the existing applicable provisions regarding standards of performance for new stationary sources as set forth in 40 CFR 60 and will enable the AVAQMD to obtain delegation of authority from USEPA for certain standards.

### C. CONTROL REQUIREMENTS

The proposed amendments of Rules 900 and Rule 1000 do not cause the release of additional air contaminants, or create any adverse environmental impacts because the amended rule is administrative in nature. Proposed amended Rule 900 and Rule 1000 merely adopt by reference the existing applicable provisions regarding standards of performance for new stationary sources as set forth in 40 CFR 60 and will enable the AVAQMD to obtain delegation of authority from USEPA for certain standards.

#### D. PROPOSED RULE SUMMARY

This section gives a brief overview of proposed amended Rule 900 and Rule 1000.

Section (C) of Rule 900 has been updated to reflect current NSPS subparts and titles.

Furthermore, AVAQMD ATCM and MACT notifications have also been updated to better reflect the updates made to 17 CCR and 40 CFR 63, respectively.

#### E. SIP HISTORY

Rule 900 and Rule 1000 are not included in the SIP.

This action will be formally submitted to USEPA requesting delegation of authority on behalf of the AVAQMD for the implementation and enforcement of the NSPS and NESHAP subparts referenced in Rule 900 and Rule 1000, respectively. The request for delegation requires formal submission to USEPA and therefore the public notice requirements for a SIP submission was followed. See subsection (V)(A)(2) for how federal elements for submission were satisfied.

The Governing Board of the Antelope Valley Air Quality Management District amended Rule 900 – *Standards of Performance for New Stationary Sources (NSPS)* and Rule 1000 – *National Emission Standards for Hazardous Air Pollutants (NESHAP)* on February 15, 2011, with the addition of District Notifications for California Airborne Toxic Control Measures (ATCMs) and Maximum Available Control Technologies (MACTs). Following the amendment of Rule 900 – *Standards of Performance for New Stationary Sources (NSPS)* and Rule 1000 – *National Emission Standards for Hazardous Air Pollutants (NESHAP)* in 02/15/11, NSPS Delegation was approved in a USEPA letter issued in 06/07/11.



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## APPENDIX "A"

### Rule 900– *Standards of Performance for New Stationary Sources (NSPS)* Rule 1000 – *National Emission Standards for Hazardous Air Pollutants (NESHAP)*

#### Iterated Version

The iterated version is provided so that the changes to an existing rule may be easily found. The manner of differentiating text is as follows:

1. Underlined text identifies new or revised language.
2. ~~Lined out text~~ identifies language which is being deleted.
3. Normal text identifies the current language of the rule which will remain unchanged by the adoption of the proposed amendments.
4. *[Bracketed italicized text]* is explanatory material that is not part of the proposed language. It is removed once the proposed amendments are adopted.

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(Adopted: 12/3/76; Amended: 6/7/85; Amended: 11/1/85; Amended: 10/3/86; Amended: 4/3/87; Amended: 5/5/89; Amended: 9/7/90; Amended: 10/4/91; Amended: 4/3/92; Amended: 4/9/93; Amended: 4/8/94; Amended & Renumbered: 4/20/99; Amended: 2/15/11; Amended: MM/DD/YY)

## RULE 900

### Standards of Performance for New Stationary Sources (NSPS)

(A) General.

(1) Purpose.

- (a) This rule is enacted to adopt by reference all the applicable provisions regarding standards of performance for new stationary sources as set forth in 40 Code of Federal Regulations, Part 60 (40 CFR 60).

(2) Applicability.

- (a) This rule shall be applicable to any new, modified or reconstructed sources of air pollution as specified in any subpart of 40 CFR 60 which is applicable to such source and is adopted herein by reference.
- (b) For the purposes of this rule, the authority of the Administrator under the various portions of 40 CFR 60 shall be exercised by the APCO of the District when such authority has been properly delegated by USEPA with the exception that the APCO shall not be empowered to approve alternate or equivalent test methods, alternate standards or alternate work practices.

(B) Definitions.

- (1) For the purposes of this rule the following definitions, in addition to any definition contained in any subpart of 40 CFR 60 shall apply as applicable:

- (a) "Administrator" - The Administrator of the United States Environmental Protection Agency and his or her designee.
- (b) "Air Pollution Control Officer" (APCO) - The person appointed to the position of Air Pollution Control Officer of the District pursuant to the provisions of California Health & Safety Code §40750 and his or her designee.
- (c) "District" - The Antelope Valley Air Pollution Control District, the geographical area of which is described in District Rule 103.

- (d) "United States Environmental Protection Agency" (USEPA) - The agency or the Administrator of the United States Environmental Protection Agency.

(C) Standards of Performance for New Stationary Sources.

- (1) Any new, modified or reconstructed source of air pollution which is subject to any subpart of 40 CFR 60 as adopted herein by reference shall comply with the more stringent of the requirements found in the applicable subpart(s) or in the applicable District Rules and Regulations.
- (2) With the exception of subsections (C)(2)(b), (c), (ca), (cb), (cd), and (ce) below which are included herein for informational purposes only, the following provisions are hereby adopted by reference and are included as District Rules as if fully set forth herein: [\[All updated references reflect current 40 CFR 60 Titles and References\]](#).
- (a) 40 CFR 60, Subpart A - General Provisions (Commencing with 40 CFR 60.1).
- (b) 40 CFR 60, Subpart B - Adoption and Submittal of State Plans for Designated Facilities (Commencing with 40 CFR 60.20).
- [\(ba\) 40 CFR 60, Subpart Ba - Adoption and Submittal of State Plans for Designated Facilities \(Commencing with 40 CFR 60.20a\).](#)
- (c) 40 CFR 60, Subpart C - Emission Guidelines and Compliance Times (Commencing with 40 CFR 60.30).
- (ca) 40 CFR 60, Subpart Ca – Reserved.
- (cb) 40 CFR 60, Subpart Cb - Emissions Guidelines and Compliance Times for Large Municipal Waste Combustors That are Constructed on or ~~b~~Before September 20, 1994 (Commencing with 40 CFR 60.30b).
- (cc) 40 CFR 60, Subpart Cc - Emission Guidelines and Compliance Times for Municipal Solid Waste Landfills (Commencing with 40 CFR 60.30c).
- (cd) 40 CFR 60, Subpart Cd - Emissions Guidelines and Compliance Times for Sulfuric Acid Production Units (Commencing with 40 CFR 60.30d).
- (ce) 40 CFR 60, Subpart Ce - Emission Guidelines and Compliance Times for Hospital/Medical/Infectious Waste Incinerators (Commencing with 40 CFR 60.30e).
- [\(Cf\) 40 CFR 60, Subpart Cf - Emission Guidelines and Compliance Times for Municipal Solid Waste Landfills \(Commencing with 40 CFR 60.30f\).](#)

- (d) 40 CFR 60, Subpart D - Standards of Performance for Fossil-Fuel-Fired Steam Generators ~~for Which Construction Is Commenced After August 17, 1971~~ (Commencing with 40 CFR 60.40).
- (da) 40 CFR 60, Subpart Da - Standards of Performance for Electric Utility Steam Generating Units ~~for Which Construction is Commenced After September 18, 1978~~ (Commencing with 40 CFR 60.40a).
- (db) 40 CFR 60, Subpart Db - Standards of Performance for Industrial-Commercial-Institutional Steam Generating Units (Commencing with 40 CFR 60.40b).
- (dc) 40 CFR 60, Subpart Dc - Standards of Performance for Small Industrial-Commercial-Institutional Steam Generating Units (Commencing with 40 CFR 60.40c).
- (e) 40 CFR 60, Subpart E - Standards of Performance for Incinerators (Commencing with 40 CFR 60.50).
- (ea) 40 CFR 60, Subpart Ea - Standards of Performance for Municipal Waste Combustors for Which Construction is Commenced ~~a~~After December 20, 1989 and on or ~~b~~Before September 20, 1994 (Commencing with 40 CFR 60.50a).
- (eb) 40 CFR 60, Subpart Eb - Standards of Performance for Large Municipal Waste Combustors for Which Construction is Commenced ~~a~~After September 20, 1994 or for Which Modification or Reconstruction is Commenced ~~a~~After June 19, 1996 (Commencing with 40 CFR 60.50b).
- (ec) 40 CFR 60, Subpart Ec - ~~Standards of Performance for New Stationary Sources: Hospital/Medical/Infectious Waste Incinerators Standards of Performance for Hospital/Medical/Infectious Waste Incinerators for Which Construction is Commenced After June 20, 1996~~ (Commencing with 40 CFR 60.50c).
- (f) 40 CFR 60, Subpart F - Standards of Performance for Portland Cement Plants (Commencing with 40 CFR 60.60).
- (g) 40 CFR 60, Subpart G - Standards of Performance for Nitric Acid Plants (Commencing with 40 CFR 60.70).
- ~~(ga) 40 CFR 60, Subpart Ga - Standards of Performance for Nitric Acid Plants for Which Construction, Reconstruction, or Modification Commenced after October 14, 2011 (Commencing with 40 CFR 60.70a).~~
- (h) 40 CFR 60, Subpart H - Standards of Performance for Sulfuric Acid Plants (Commencing with 40 CFR 60.80).

- (i) 40 CFR 60, Subpart I - Standards of Performance for Hot Mix Asphalt Facilities (Commencing with 40 CFR 60.90).
- (j) 40 CFR 60, Subpart J - Standards of Performance for Petroleum Refineries (Commencing with 40 CFR 60.100).
- (j<sub>a</sub>) 40 CFR 60, Subpart Ja – Standards of Performance for Petroleum Refineries for Which Construction, Reconstruction, or Modification Commenced [a](#)After May 14, 2007 (commencing with 40 CFR 60.100a).
- (k) 40 CFR 60, Subpart K - Standards of Performance for Storage Vessels for Petroleum Liquids for Which Construction, Reconstruction, or Modification Commenced [a](#)After June 11, 1973 and Prior to May 19, 1978 (Commencing with 40 CFR 60.110).
- (k<sub>a</sub>) 40 CFR 60, Subpart Ka - Standards of Performance for Storage Vessels for Petroleum Liquids for Which Construction, Reconstruction, or Modification Commenced [a](#)After May 18, 1978 and Prior to July 23, 1984 (Commencing with 40 CFR 60.110a).
- (k<sub>b</sub>) 40 CFR 60, Subpart Kb - Standards of Performance for Volatile Organic Liquid Storage Vessels (Including Petroleum Liquid Storage Vessels) for Which Construction, Reconstruction, or Modification Commenced after July 23, 1984 (Commencing with 40 CFR 60.110b).
- (l) 40 CFR 60, Subpart L - Standards of Performance for Secondary Lead Smelters (Commencing with 40 CFR 60.120).
- (m) 40 CFR 60, Subpart M - Standards of Performance for Secondary Brass and Bronze Production Plants (Commencing with 40 CFR 60.130).
- (n) 40 CFR 60, Subpart N - Standards of Performance for Primary Emissions from Basic Oxygen Process Furnaces for Which Construction is Commenced [a](#)After June 11, 1973 (Commencing with 40 CFR 60.140).
- (n<sub>a</sub>) 40 CFR 60, Subpart Na - Standards of Performance for Secondary Emissions from Basic Oxygen Process Steelmaking Facilities for Which Construction is Commenced [a](#)After January 20, 1983 (Commencing with 40 CFR 60.140a).
- (o) 40 CFR 60, Subpart O - Standards of Performance for Sewage Treatment Plants (Commencing with 40 CFR 60.150).
- (p) 40 CFR 60, Subpart P - Standards of Performance for Primary Copper Smelters (Commencing with 40 CFR 60.160).

- (q) 40 CFR 60, Subpart Q - Standards of Performance for Primary Zinc Smelters (Commencing with 40 CFR 60.170).
- (r) 40 CFR 60, Subpart R - Standards of Performance for Primary Lead Smelters (Commencing with 40 CFR 60.180).
- (s) 40 CFR 60, Subpart S - Standards of Performance for Primary Aluminum Reduction Plants (Commencing with 40 CFR 60.190).
- (t) 40 CFR 60, Subpart T - Standards of Performance for the Phosphate Fertilizer Industry: Wet-Process Phosphoric Acid Plants (Commencing with 40 CFR 60.200).
- (u) 40 CFR 60, Subpart U - Standards of Performance for the Phosphate Fertilizer Industry: Superphosphoric Acid Plants (Commencing with 40 CFR 60.210).
- (v) 40 CFR 60, Subpart V - Standards of Performance for the Phosphate Fertilizer Industry: Diammonium Phosphate Plants (Commencing with 40 CFR 60.220).
- (w) 40 CFR 60, Subpart W - Standards of Performance for the Phosphate Fertilizer Industry: Triple Superphosphate Plants (Commencing with 40 CFR 60.230).
- (x) 40 CFR 60, Subpart X - Standards of Performance for the Phosphate Fertilizer Industry: Granular Triple Superphosphate Storage Facilities (Commencing with 40 CFR 60.240).
- (y) 40 CFR 60, Subpart Y - Standards of Performance for Coal Preparation and Processing Plants (Commencing with 40 CFR 60.250).
- (z) 40 CFR 60, Subpart Z - Standards of Performance for Ferroalloy Production Facilities (Commencing with 40 CFR 60.260).
- (aa) 40 CFR 60, Subpart AA - Standards of Performance for Steel Plants: Electric Arc Furnaces Constructed aAfter October 21, 1974 and On or bBefore August 17, 1983 (Commencing with 40 CFR 60.270).
- (aa<sub>a</sub>) 40 CFR 60, Subpart AA<sub>a</sub> - Standards of Performance for Steel Plants: Electric Arc Furnaces and Argon-Oxygen Decarburization Vessels Constructed aAfter August 17, 1983 (Commencing with 40 CFR 60.270a).
- (bb) 40 CFR 60, Subpart BB - Standards of Performance for Kraft Pulp Mills (Commencing with 40 CFR 60.280).
- (bb<sub>a</sub>) 40 CFR 60, Subpart BB<sub>a</sub> - Standards of Performance for Kraft Pulp Mill Affected Sources for Which Construction, Reconstruction, or Modification Commenced after May 23, 2013 (Commencing with 40 CFR 60.280a).



- (cc) 40 CFR 60, Subpart CC - Standards of Performance for Glass Manufacturing Plants (Commencing with 40 CFR 60.290).
- (dd) 40 CFR 60, Subpart DD - Standards of Performance for Grain Elevators (Commencing with 40 CFR 60.300).
- (ee) 40 CFR 60, Subpart EE - Standards of Performance for Surface Coating of Metal Furniture (Commencing with 40 CFR 60.310).
- (ff) 40 CFR 60, Subpart FF - Reserved.
- (gg) 40 CFR 60, Subpart GG - Standards of Performance for Stationary Gas Turbines (Commencing with 40 CFR 60.330).
- (hh) 40 CFR 60, Subpart HH - Standards of Performance for Lime Manufacturing Plants (Commencing with 40 CFR 60.340).
- (kk) 40 CFR 60, Subpart KK - Standards of Performance for Lead-Acid Battery Manufacturing Plants (Commencing with 40 CFR 60.370).
- (ll) 40 CFR 60, Subpart LL - Standards of Performance for Metallic Mineral Processing Plants (Commencing with 40 CFR 60.380).
- (mm) 40 CFR 60, Subpart MM - Standards of Performance for Automobile and Light Duty Truck Surface Coating Operations (Commencing with 40 CFR 60.390).
- (nn) 40 CFR 60, Subpart NN - Standards of Performance for Phosphate Rock Plants (Commencing with 40 CFR 60.400).
- (pp) 40 CFR 60, Subpart PP - Standards of Performance for Ammonium Sulfate Manufacture (Commencing with 40 CFR 60.420).
- (qq) 40 CFR 60, Subpart QQ - Standards of Performance for the Graphic Arts Industry: Publication Rotogravure Printing (Commencing with 40 CFR 60.430).
- (rr) 40 CFR 60, Subpart RR - Standards of Performance for Pressure Sensitive Tape and Label Surface Coating Operations (Commencing with 40 CFR 60.440).
- (ss) 40 CFR 60, Subpart SS - Standards of Performance for Industrial Surface Coating: Large Appliances (Commencing with 40 CFR 60.450).
- (tt) 40 CFR 60, Subpart TT - Standards of Performance for Metal Coil Surface Coating (Commencing with 40 CFR 60.460).
- (uu) 40 CFR 60, Subpart UU - Standards of Performance for Asphalt Processing and Asphalt Roofing Manufacture (Commencing with 40 CFR 60.470).

- (vv) 40 CFR 60, Subpart VV - Standards of Performance for Equipment Leaks of VOC in the Synthetic Organic Chemicals Manufacturing Industry for which Construction, Reconstruction, or Modification Commenced [a](#)After January 5, 1981, and on or [b](#)Before November 7, 2006 (Commencing with 40 CFR 60.480).
- (vv<sub>a</sub>) 40 CFR 60. Subpart VVa - Standards of Performance for Equipment Leaks of VOC in the Synthetic Organic Chemicals Manufacturing Industry for Which Construction, Reconstruction, or Modification Commenced [a](#)After November 7, 2006 (Commencing with 40 CFR 60.480a).
- (ww) 40 CFR 60, Subpart WW - Standards of Performance for the Beverage Can Surface Coating Industry (Commencing with 40 CFR 60.490).
- (xx) 40 CFR 60, Subpart XX - Standards of Performance for Bulk Gasoline Terminals (Commencing with 40 CFR 60.500).
- (aaa) 40 CFR 60, Subpart AAA - Standards of Performance for New Residential Wood Heaters (Commencing with 40 CFR 60.530).
- (bbb) 40 CFR 60, Subpart BBB - Standards of Performance for the Rubber Tire Manufacturing Industry (Commencing with 40 CFR 60.540).
- (ccc) 40 CFR 60, Subpart CCC - Reserved.
- (ddd) 40 CFR 60, Subpart DDD - Standards of Performance for Volatile Organic Compound (VOC) Emissions from the Polymer Manufacturing Industry (Commencing with 40 CFR 60.560).
- (eee) 40 CFR 60, Subpart EEE - Reserved.
- (fff) 40 CFR 60, Subpart FFF - Standards of Performance for Flexible Vinyl and Urethane Coating and Printing (Commencing with 40 CFR 60.580).
- (ggg) 40 CFR 60, Subpart GGG - Standards of Performance for Equipment Leaks of VOC in Petroleum Refineries for which Construction, Reconstruction, or Modification Commenced [a](#)After January 4, 1983, and on or [b](#)Before November 7, 2006 (Commencing with 40 CFR 60.590).
- (ggg<sub>a</sub>) 40 CFR 60, Subpart GGGa - Standards of Performance for Equipment Leaks of VOC in Petroleum Refineries for Which Construction, Reconstruction, or Modification Commenced [a](#)After November 7, 2006 (Commencing with 40 CFR 60.590a).
- (hhh) 40 CFR 60, Subpart HHH - Standards of Performance for Synthetic Fiber Production Facilities (Commencing with 40 CFR 60.600).

- (iii) 40 CFR 60, Subpart III - Standards of Performance for Volatile Organic Compound (VOC) Emissions ~~From~~from the Synthetic Organic Chemical Manufacturing Industry (SOCMI) Air Oxidation Unit Processes (Commencing with 40 CFR 60.610).
- (jjj) 40 CFR 60, Subpart JJJ - Standards of Performance for Petroleum Dry Cleaners (Commencing with 40 CFR 60.620).
- (kkk) 40 CFR 60, Subpart KKK - Standards of Performance for Equipment Leaks of VOC ~~f~~From Onshore Natural Gas Processing Plants for which Construction, Reconstruction, or Modification Commenced after January 20, 1984, and on or before August 23, 2011 (Commencing with 40 CFR 60.630).
- (lll) 40 CFR 60, Subpart LLL - Standards of Performance for SO<sub>2</sub> Emissions from Onshore Natural Gas Processing for Which Construction, Reconstruction, or Modification Commenced after January 20, 1984, and on or before August 23, 2011 ~~Standards of Performance for Onshore Natural Gas Processing; SO<sub>2</sub> Emissions~~ (Commencing with 40 CFR 60.640).
- (mmm) 40 CFR 60, Subpart MMM - Reserved.
- (nnn) 40 CFR 60, Subpart NNN - Standards of Performance for Volatile Organic Compound (VOC) Emissions ~~From~~from Synthetic Organic Chemical Manufacturing Industry (SOCMI) Distillation Operations (Commencing with 40 CFR 60.660).
- (ooo) 40 CFR 60, Subpart OOO - Standards of Performance for Nonmetallic Mineral Processing Plants (Commencing with 40 CFR 60.670).
- (ppp) 40 CFR 60, Subpart PPP - Standards of Performance for Wool Fiberglass Insulation Manufacturing Plants (Commencing with 40 CFR 60.680).
- (qqq) 40 CFR 60, Subpart QQQ - Standards of Performance for VOC Emissions ~~From~~from Petroleum Refinery Wastewater Systems (Commencing with 40 CFR 60.690).
- (rrr) 40 CFR 60, Subpart RRR - Standards of Performance for Volatile Organic Compound Emissions from Synthetic Organic Chemical Manufacturing Industry (SOCMI) Reactor Processes (Commencing with 40 CFR 60.700).
- (sss) 40 CFR 60, Subpart SSS - Standards of Performance for Magnetic Tape Coating Facilities (Commencing with 40 CFR 60.710).
- (ttt) 40 CFR 60, Subpart TTT - Standards of Performance for Industrial Surface Coating: Surface Coating of Plastic Parts for Business Machines (Commencing with 40 CFR 60.720).

- (uuu) 40 CFR 60, Subpart UUU - Standards of Performance for Calciners and Dryers in Mineral Industries (Commencing with 40 CFR 60.730).
- (vvv) 40 CFR 60, Subpart VVV - Standards of Performance for Polymeric Coating of Supporting Substrates Facilities (Commencing with 40 CFR 60.740).
- (www) 40 CFR 60, Subpart WWW - Standards of Performance for Municipal Solid Waste Landfills (Commencing with 40 CFR 60.750).
- (xxx) 40 CFR 60, Subpart XXX – [Standards of Performance for Municipal Solid Waste Landfills That Commenced Construction, Reconstruction, or Modification after July 17, 2014 \(Commencing with 40 CFR 60.760\)](#).~~Reserved.~~
- (yyy) 40 CFR 60, Subpart YYY – Reserved.
- (zzz) 40 CFR 60, Subpart ZZZ – Reserved.
- (aaaa) 40 CFR 60, Subpart AAAA - Standards of Performance for Small Municipal Waste Combustion Units for Which Construction Commenced [a](#)After August 30, 1999 or for Which Modification or Reconstruction is Commenced [a](#)After June 6, 2001 (Commencing with 40 CFR 60.1000).
- (bbbb) 40 CFR 60, Subpart BBBB - Emission Guidelines and Compliance Times for Small Municipal Waste Combustion Units Constructed on or [b](#)Before August 30, 1999 (Commencing with 40 CFR 60.1500).
- (cccc) 40 CFR 60, Subpart CCCC - Standards of Performance for Commercial and Industrial Solid Waste Incineration Units ~~for Which Construction is Commenced After November 30, 1999 or for Which Modification or Reconstruction is Commenced on or After June 1, 2001~~ (Commencing with 40 CFR 60.2000).
- (dddd) 40 CFR 60, Subpart DDDD - Emissions Guidelines and Compliance Times for Commercial and Industrial Solid Waste Incineration Units ~~that Commenced Construction On or Before November 30, 1999~~ (Commencing with 40 CFR 60.2500).
- (eeee) 40 CFR 60, Subpart EEEE - Standards of Performance for Other Solid Waste Incineration Units for Which Construction is Commenced [a](#)After December 9, 2004, or for Which Modification or Reconstruction is Commenced on or [a](#)After June 16, 2006 (Commencing with 40 CFR 60.2880).
- (ffff) 40 CFR 60, Subpart FFFF - Emission Guidelines and Compliance Times for Other Solid Waste Incineration Units that Commenced Construction ~~On~~ [a](#)After or [b](#)Before December 9, 2004 (Commencing with 40 CFR 60.2980).
- (gggg) 40 CFR 60, Subpart GGGG – Reserved.

- (hhhh) [40 CFR 60, Subpart HHHH – Reserved. Emission Guidelines and Compliance Times for Coal-Fired Electric Steam Generating Units \(Commencing with 40 CFR 60.4101\).](#)
- (iii) 40 CFR 60, Subpart IIII - Standards of Performance for Stationary Compression Ignition Internal Combustion Engines (Commencing with 40 CFR 60.4200).
- (jjj) 40 CFR 60, Subpart JJJJ - Standards of Performance for Stationary Spark Ignition Internal Combustion Engines (Commencing with 40 CFR 60.4230).
- (kkkk) 40 CFR 60, Subpart KKKK - Standards of Performance for Stationary Combustion Turbines (Commencing with 40 CFR 60.4300).
- [\(lll\) 40 CFR 60, Subpart LLLL - Standards of Performance for New Sewage Sludge Incineration Units \(Commencing with 40 CFR 60.4760\).](#)
- [\(mmm\) 40 CFR 60, Subpart MMMM - Emission Guidelines and Compliance Times for Existing Sewage Sludge Incineration Units \(Commencing with 40 CFR 60.5000\).](#)
- [\(nnn\) 40 CFR 60, Subpart NNNN – Reserved.](#)
- [\(ooo\) 40 CFR 60, Subpart OOOO - Standards of Performance for Crude Oil and Natural Gas Production, Transmission and Distribution for Which Construction, Modification or Reconstruction Commenced after August 23, 2011, and on or before September 18, 2015 \(Commencing with 40 CFR 60.4360\).](#)
- [\(ooo<sub>a</sub>\) 40 CFR 60, Subpart OOOO<sub>a</sub> - Standards of Performance for Crude Oil and Natural Gas Facilities for Which Construction, Modification or Reconstruction Commenced after September 18, 2015 \(Commencing with 40 CFR 60.5360<sub>a</sub>\).](#)
- [\(ppp\) 40 CFR 60, Subpart PPPP – Reserved.](#)
- [\(qqq\) 40 CFR 60, Subpart QQQQ - Standards of Performance for New Residential Hydronic Heaters and Forced-Air Furnaces \(Commencing with 40 CFR 60.5472\).](#)
- [\(ttt\) 40 CFR 60, Subpart TTTT - Standards of Performance for Greenhouse Gas Emissions for Electric Generating Units \(Commencing with 40 CFR 60.5508\).](#)
- [\(uuu<sub>a</sub>\) 40 CFR 60, Subpart UUUU<sub>a</sub> - Emission Guidelines for Greenhouse Gas Emissions from Existing Electric Utility Generating Units \(Commencing with 40 CFR 60.5700<sub>a</sub>\).](#)

[SIP: Not SIP]

NOTE: *Copies of the CFR referenced in this Rule may be obtained on-line at:*

<https://www.ecfr.gov/cgi-bin/ECFR?SID=085f4b27accdd8d586e86cc673b7ad16&mc=true&page=browse>[http://ecfr.gpoaccess.gov/cgi/t/text/text\\_idx?c=ecfr&tpl=%2Findex.tpl](http://ecfr.gpoaccess.gov/cgi/t/text/text_idx?c=ecfr&tpl=%2Findex.tpl) or  
<http://www.gpoaccess.gov/cfr/retrieve.html>

*Copies are available for review at many libraries and law libraries especially those with federal depository status. A tool to find the nearest federal depository library is available here:*

<http://catalog.gpo.gov/fdlpdir/FDLPdir.jsp>

*Hard copies are available for purchase at:*

<https://bookstore.gpo.gov/search/products?keywords=code+of+federal+regulations+title+60>  
[http://bookstore.gpo.gov/baskets/cfr\\_listing.jsp](http://bookstore.gpo.gov/baskets/cfr_listing.jsp) or

by contacting the U.S. Government Printing Office at 732 North Capitol Street, NW,  
Washington, DC 20401-0001 (202) 512-1800

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(Adopted: 12/3/76; Amended: 6/7/85; Amended: 11/1/85; Amended: 10/3/86; Amended: 4/3/87; Amended: 5/5/89; Amended: 9/7/90; Amended: 10/4/91; Amended: 4/3/92; Amended: 4/9/93; Amended: 4/8/94; Amended & Renumbered: 4/20/99; Amended: 2/15/11; Amended: MM/DD/YY)

## RULE 1000

### National Emission Standards for Hazardous Air Pollutants (NESHAP)

#### (A) General

##### (1) Purpose

- (a) This rule is enacted to adopt by reference all the applicable provisions regarding National Emissions Standards for Hazardous Air Pollutants as set forth in 40 Code of Federal Regulations, Part 61 (40 CFR 61).

##### (2) Applicability

- (a) This rule shall be applicable to the owner or operator of any stationary source for which a standard is prescribed in any subpart of 40 CFR 61 and is adopted herein by reference.
- (b) For the purposes of this rule, the authority of the Administrator under the various portions of 40 CFR 60 shall be exercised by the APCO of the District when such authority has been properly delegated by USEPA with the exception that the APCO shall not be empowered to approve alternate or equivalent test methods, alternate standards or alternate work practices.

#### (B) Definitions

- (1) For the purposes of this rule the following definitions, in addition to any definition contained in any subpart of 40 CFR 61 shall apply as applicable. In case of disagreement these definitions shall control followed by the definitions contained in 40 CFR 61.
  - (a) "Administrator" - The Administrator of the United States Environmental Protection Agency and his or her designee. The APCO shall be considered a designee except that the APCO is not empowered to approve alternative test methods or opacity limits.



- (b) "Air Pollution Control Officer" (APCO) - The person appointed to the position of Air Pollution Control Officer of the District pursuant to the provisions of California Health & Safety Code '40750 and his or her designee.
- (c) "District" - The Mojave Desert Air Quality Management District, the geographical area of which is described in District Rule 103.
- (d) "United States Environmental Protection Agency" (USEPA) - The agency or the Administrator of the United States Environmental Protection Agency.

(C) National Emission Standards for Hazardous Air Pollutants

- (1) Any owner or operator of any stationary source for which a standard is prescribed in any subpart of 40 CFR 61 and adopted herein by reference shall comply with the more stringent of the requirements found in the applicable subpart, the applicable law of the State of California or the applicable District Rules and Regulations.
- (2) The following provisions are hereby adopted by reference and are included as District Rules as if fully set forth herein: [\[All updated references reflect current 40 CFR 60 Titles and References\]](#)
  - (a) 40 CFR 61, Subpart A - General Provisions (Commencing with 40 CFR 61.01).
  - (b) 40 CFR 61, Subpart B - National Emission Standards for Radon Emissions ~~f~~From Underground Uranium Mines (Commencing with 40 CFR 61.20).
  - (c) 40 CFR 61, Subpart C - National Emission Standard for Beryllium (Commencing with 40 CFR 61.30).
  - (d) 40 CFR 61, Subpart D - National Emission Standard for Beryllium Rocket Motor Firing (Commencing with 40 CFR 61.40).
  - (e) 40 CFR 61, Subpart E - National Emission Standard for Mercury (Commencing with 40 CFR 61.50).
  - (f) 40 CFR 61, Subpart F - National Emission Standard for Vinyl Chloride (Commencing with 40 CFR 61.60).
  - (g) 40 CFR 61, Subpart G - Reserved.
  - (h) 40 CFR 61, Subpart H - National Emission Standards for Emissions of Radionuclides Other Than Radon ~~f~~from Department of Energy Facilities (Commencing with 40 CFR 61.90).

- (i) 40 CFR 61, Subpart I - National Emission Standards for Radionuclide Emissions ~~From~~ Federal Facilities Other Than Nuclear Regulatory Commission Licensees and Not Covered by Subpart H (Commencing with 40 CFR 61.100).
- (j) 40 CFR 61, Subpart J - National Emission Standard for Equipment Leaks (Fugitive Emission Sources) of Benzene (Commencing with 40 CFR 61.110).
- (k) 40 CFR 61, Subpart K - National Emission Standards for Radionuclide Emissions ~~From~~ Elemental Phosphorus Plants (Commencing with 40 CFR 61.120).
- (l) 40 CFR 61, Subpart L - National Emission Standard for Benzene Emissions from Coke By-Product Recovery Plants (Commencing with 40 CFR 61.130).
- (m) 40 CFR 61, Subpart M - National Emission Standard for Asbestos (Commencing with 40 CFR 61.140).
- (n) 40 CFR 61, Subpart N - National Emission Standard for Inorganic Arsenic Emissions ~~From~~ Glass Manufacturing Plants (Commencing with 40 CFR 61.160).
- (o) 40 CFR 61, Subpart O - National Emission Standard for Inorganic Arsenic Emissions ~~From~~ Primary Copper Smelters (Commencing with 40 CFR 61.170).
- (p) 40 CFR 61, Subpart P - National Emission Standard for Inorganic Arsenic Emissions ~~From~~ Arsenic Trioxide and Metallic Arsenic Production Facilities (Commencing with 40 CFR 61.180).
- (q) 40 CFR 61, Subpart Q - National Emission Standards for Radon Emissions ~~From~~ Department of Energy Facilities (Commencing with 40 CFR 61.190).
- (r) 40 CFR 61, Subpart R - National Emission Standards for Radon Emissions ~~From~~ Phosphogypsum Stacks (Commencing with 40 CFR 61.200).
- (s) 40 CFR 61, Subpart S - Reserved.
- (t) 40 CFR 61, Subpart T - National Emission Standards for Radon Emissions ~~From~~ the Disposal of Uranium Mill Tailings (Commencing with 40 CFR 61.220).
- (u) 40 CFR 61, Subpart U - Reserved.
- (v) 40 CFR 61, Subpart V - National Emission Standard for Equipment Leaks (Fugitive Emission Sources) (Commencing with 40 CFR 61.240).

- (w) 40 CFR 61, Subpart W - National Emission Standards for Radon Emissions ~~From~~from Operating Mill Tailings (Commencing with 40 CFR 61.250).
- (x) 40 CFR 61, Subpart X - Reserved.
- (y) 40 CFR 61, Subpart Y - National Emission Standard for Benzene Emissions ~~From~~from Benzene Storage Vessels (Commencing with 40 CFR 61.270).
- (z) 40 CFR 61, Subpart Z - Reserved.
- (aa) 40 CFR 61, Subpart AA - Reserved.
- (bb) 40 CFR 61, Subpart BB - National Emission Standard for Benzene Emissions ~~From~~from Benzene Transfer Operations (Commencing with 40 CFR 61.300).
- (cc) 40 CFR 61, Subpart CC - Reserved.
- (dd) 40 CFR 61, Subpart DD - Reserved.
- (ee) 40 CFR 61, Subpart EE - Reserved.
- (ff) 40 CFR 61, Subpart FF - National Emission Standard for Benzene Waste Operations (Commencing with 40 CFR 61.340).

[SIP: Not SIP]

NOTE: *Copies of the CFR referenced in this Rule may be obtained on-line at:*  
<http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&tpl=%2Findex.tpl> or  
<http://www.gpoaccess.gov/cfr/retrieve.html>

*Copies are available for review at many libraries and law libraries especially those with federal depository status. A tool to find the nearest federal depository library is available here:*  
<http://catalog.gpo.gov/fdlpdir/FDLPdir.jsp>

*Hard copies are available for purchase at:*  
<http://bookstore.gpo.gov/baskets/cfr-listing.jsp> or  
by contacting the U.S. Government Printing Office at 732 North Capitol Street, NW,  
Washington, DC 20401-0001 (202) 512-1800

APPENDIX "B"  
PUBLIC NOTICE DOCUMENTS

*(to be included when available)*

1. Draft Proof of Publication for Notice of Public Hearing – Antelope Valley Press, 08/14/2020

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## NOTICE OF HEARING

**NOTICE IS HEARBY GIVEN** that the Governing Board of the Antelope Valley Air Quality Management District (AVAQMD) will conduct a public hearing on September 15, 2020 at 10:00 A.M. to consider the proposed amendment of Rule 900 – *Standards of Performance for New Stationary Sources (NSPS)* and Rule 1000 – *National Emission Standards for Hazardous Air Pollutants (NESHAP)*.

**SAID HEARING** may be conducted, in the interest of public health and safety and in accordance with the guidelines set forth in the Governor’s Order N-29-20 of March 17, 2020, via alternative means. Please see the applicable Governing Board Meeting Agenda at <https://avaqmd.ca.gov/governing-board> or call (661) 723-8070 x 20 for participation information. If said Governor’s Order has been lifted, the meeting will be conducted in the Governing Board Chambers located at the AVAQMD offices, 43301 Division Street, Suite 206, Lancaster, CA 93535-4649 where all interested persons may be present and be heard. Copies of the proposed Rule 900 and Rule 1000 and the Staff Report are on file and may be requested via email at [mmamari@avaqmd.ca.gov](mailto:mmamari@avaqmd.ca.gov) or by calling (661) 723-8070 x 20. Written comments may be submitted to Bret Banks, Executive Officer/APCO at the above office address, and should be received no later than September 14, 2020 to be considered. If you have any questions, you may contact May Mamari at (661) 723-8070 x20 or via E-mail at [mmamari@avaqmd.ca.gov](mailto:mmamari@avaqmd.ca.gov) for further information. Traducción esta disponible por solicitud.

The proposed amendments of Rule 900 and Rule 1000 are necessary to update citations and adopt by reference various new and amended Federal NSPS and NESHAP, respectively. This action will also enable the AVAQMD to obtain delegation of authority from USEPA for certain standards.

Pursuant to the California Environmental Quality Act (CEQA) the AVAQMD has determined that a Categorical Exemption (Class 8 – 14 Cal. Code Reg §15308) applies and has prepared a Notice of Exemption for this action.

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APPENDIX "C"  
PUBLIC COMMENTS AND RESPONSES

1. CARB Email Comments, August 05, 2020



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1. CARB Email Comments, August 05, 2020

**May Mamari**

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**From:** ARB District Rules <districtrules@arb.ca.gov>  
**Sent:** Wednesday, August 05, 2020 9:36 AM  
**To:** May Mamari; ARB District Rules  
**Cc:** Sutkus, Carol@ARB; Parent, Stephanie@ARB; Fideldy, Ariel@ARB  
**Subject:** RE: AVAQMD 900 and 1000

Hi May,

Thank you for sharing with us the District's proposed amendments for Rule 900 and Rule 1000. We will make sure that we send the drafts out to staff and will do our best to return any comments no later than September 14.

1 → Regarding the request for delegation of authority for the NSPS and NESHAP subparts, we actually are recommending that the District work directly with EPA to request delegation of authority. We recently received guidance from EPA letting us know that they consider the official process for a delegation request to be a direct exchange between them and the District. I am happy to forward this to you as a reference.

Please let me know if you have any questions.

Thank you,  
Alyssa

**Alyssa Rhodes**  
California Air Resources Board  
AQPSD | South Coast Air Quality Planning  
Email: [alyssa.rhodes@arb.ca.gov](mailto:alyssa.rhodes@arb.ca.gov)



1. District response to CARB Email Comment, August 05, 2020

1. Comments noted. Staff report updated to reflect CARB recommendation.

APPENDIX "D"  
CALIFORNIA ENVIRONMENTAL QUALITY ACT  
DOCUMENTATION  
*(to be included as available)*

1. Draft Notice of Exemption – Los Angeles County

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## NOTICE OF EXEMPTION

**TO:** Los Angeles County Clerk  
12400 E. Imperial Hwy, #1001  
Norwalk, CA 90650

**FROM:** Antelope Valley  
Air Quality Management District  
43301 Division Street, Suite 206  
Lancaster, CA 93535-4649

**PROJECT TITLE:** Amendment of Rule 900 – *Standards of Performance for New Stationary Sources (NSPS)* and Rule 1000 – *National Emission Standards for Hazardous Air Pollutants (NESHAP)*.

**PROJECT LOCATION – SPECIFIC:** Los Angeles County portion of the Mojave Desert Air Basin.

**PROJECT LOCATION – COUNTY:** Los Angeles County

**DESCRIPTION OF PROJECT:** The proposed amendments to Rule 900 and Rule 1000 update citations and adopt by reference various new and amended Federal New Source Performance Standards and the National Emission Standards for Hazardous Air Pollutants, respectively. The District will also update the ATCM and MACT Notifications by reference of the most current versions as well. This will enable the District to obtain delegation of authority from USEPA for certain standards

**NAME OF PUBLIC AGENCY APPROVING PROJECT:** Antelope Valley AQMD

**NAME OF PERSON OR AGENCY CARRYING OUT PROJECT:** Antelope Valley AQMD

**EXEMPT STATUS (CHECK ONE)**

Ministerial (Pub. Res. Code §21080(b)(1); 14 Cal Code Reg. §15268)

Emergency Project (Pub. Res. Code §21080(b)(4); 14 Cal Code Reg. §15269(b))

X Categorical Exemption – Class 8 (14 Cal Code Reg. §15308)

**REASONS WHY PROJECT IS EXEMPT:** The proposed amendment of Rule 900 and Rule 1000, as well as the updates made to the ATCM and MACT Notifications, are exempt from CEQA review because the proposed amendments are administrative in nature since they merely adopt by reference the applicable provisions of existing federal standards of performance for new stationary sources as set forth in 40 CFR 60 and 40 CFR 61, and will enable the AVAQMD to obtain delegation of authority from USEPA for certain standards. There is no potential that the amendments might cause the release of additional air contaminants or create any adverse environmental impacts because the standards are already effective and applicable to the District and any affected facilities, therefore a Class 8 categorical exemption (14 Cal. Code Reg. §15308) applies.

**LEAD AGENCY CONTACT PERSON:** Bret Banks **PHONE:** (661) 723-8070

**SIGNATURE:** \_\_\_\_\_ **TITLE:** Executive Director **DATE:** September 15, 2020

**DATE RECEIVED FOR FILING:**

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## APPENDIX "E" BIBLIOGRAPHY

The following documents were consulted in the preparation of this staff report and the proposed amendment of Rule 900 and Rule 1000:

1. 40 Code of Federal Regulations, Part 60 (40 CFR 60)
2. 40 Code of Federal Regulations, Part 61 (40 CFR 61)



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## Notification

### California Airborne Toxic Control Measures (ATCMs)

**PLEASE TAKE NOTICE** that the requirements of the following Airborne Toxic Control Measures (ATCMs) as found in the California Code of Regulations (CCR) are enforceable by the AVAQMD as local district rules pursuant to the provisions of California Health & Safety Code §39666.

17 CCR §93101.5 - ATCM to Reduce Emissions of Hexavalent Chromium and Nickel from Thermal Spraying

17 CCR §§93102 et seq. - ATCM for Chromium Plating and Chromic Acid Anodizing Facilities.

17 CCR §93103 - Regulation for Chromate Treated Cooling Towers.

17 CCR §93104 - Dioxins ATCM - Medical Waste Incinerators.

17 CCR §93105 - Asbestos ATCM for Construction, Grading, Quarrying, and Surface Mining Operations.

17 CCR §93106 - Asbestos ATCM for Surfacing Applications.

17 CCR §93107 - ATCM for Emissions of Toxic Metals from Non-Ferrous Metal Melting.

17 CCR §93108 - Ethylene Oxide ATCM - Part 1 - Non-Commercial Sterilizers and Aerators and Commercial Sterilizers and Aerators Using Less Than 2,000 Pounds of Ethylene Oxide per 12 Consecutive Months.

17 CCR §93108.5 - Ethylene Oxide ATCM - Part 2 - Commercial Sterilizers and Aerators Using 2,000 Pounds or More of Ethylene Oxide per 12 Consecutive Months.

17 CCR §§93109 et seq. - ATCM for Emissions of Perchloroethylene from Dry Cleaning and Water-Repelling Operations. 17 CCR §93111 - Chlorinated Toxic Air Contaminants ATCM - Automotive Maintenance and Repair Activities.

17 CCR §93112 - Hexavalent Chromium and Cadmium ATCM – Motor Vehicle and Mobile Equipment Coatings.

17 CCR §93113 - ATCM to Reduce Emissions of Toxic Air Contaminants from Outdoor Residential Waste Burning.

17 CCR §93114 - ATCM to Reduce Particulate Emissions from Diesel-Fueled Engines - Standards for Nonvehicular Diesel Fuel.

17 CCR §§93115 et seq. - ATCM for Stationary Compression Ignition (CI) Engines.

17 CCR §§93116 et seq. - ATCM for Diesel Particulate Matter from Portable Engines Rated at 50 Horsepower and Greater.

17 CCR §93117 - ATCM to Reduce Particulate Emissions from Diesel-Fueled Engines - Standards for Nonvehicular Diesel Fuel Used in Intrastate Diesel-Electric Locomotives and Harborcraft. 17 CCR §§93120 et seq. - ATCM to Reduce Formaldehyde Emissions from Composite Wood Products.

**PLEASE ALSO TAKE NOTICE** that pursuant to the provisions of California Health & Safety Code §39666(d) the AVAQMD's predecessor agencies (the Antelope Valley Air Pollution Control District and the South Coast Air Quality Management District) adopted equally effective or more stringent control measures for the following ATCMs as contained in the rules listed below:

- (a) AVAQMD Rule 1406 - *Control of Dioxin Emissions from Medical Waste Incinerators* contain equally effective or more stringent control measures as those found in 17 CCR §93104 - Dioxins ATCM - Medical Waste Incinerators.
- (b) AVAQMD Rule 1414 - *Asbestos-Containing Serpentine Material in Surfacing Applications* contain equally effective or more stringent control measures as those found in 17 CCR §93106 - Asbestos ATCM for Surfacing Applications.
- (c) AVAQMD Rules 1421 - *Control of Perchloroethylene Emissions from Dry Cleaning Operations* and 1102 - *Petroleum Solvent Dry Cleaners* contain equally effective or more stringent control measures as those found in 17 CCR §§93109 et seq. - ATCM for Emissions of Perchloroethylene from Dry Cleaning and Water-Repelling Operations.
- (d) AVAQMD Rules 1421 - *Control of Perchloroethylene Emissions from Dry Cleaning Operations* and 1102 - *Petroleum Solvent Dry Cleaners* contain equally effective or more stringent control measures as those found in 17 CCR §93010 – Environmental Training Program for Perchloroethylene Dry Cleaning Operations.
- (e) AVAQMD Rules 461 - *Gasoline Transfer and Dispensing*, 462 - *Organic Liquid Loading* and 463 - *Storage of Organic Liquids* contain equally effective or more stringent control measures as those found in 17 CCR §93101 - Benzene Airborne Toxic Control Measure - Retail Service Stations.

Copies of the California Code of Regulations referenced herein may be obtained on-line at <http://www.arb.ca.gov/toxics/atcm/atcm.htm> or by contacting the AVAPCD.

ATCM-2

AVAQMD Reg. X  
Notification (ATCMs)

## Notification

### Maximum Available Control Technology (MACTs)

**PLEASE TAKE NOTICE** that the requirements of the following National Emissions Standards for Hazardous Air Pollutants (NESHAPs) are enforceable within the AVAQMD pursuant to the provisions of California Health and Safety Code §39658(b)(1) and §39666(d). These NESHAPs prescribe standards and practices which are considered Maximum Available Control Technology (MACT) for the control of emissions of hazardous air pollutants.

40 CFR 63 Subpart A - General Provisions (commencing with §63.1).

40 CFR 63 Subpart B - Requirements for Control Technology Determinations for Major Sources in Accordance with Clean Air Act Sections, Sections 112(g) and 112(j) (commencing with §63.40).

40 CFR 63 Subpart C - List of Hazardous Air Pollutants, Petitions Process, Lesser Quantity Designations, Source Category List (commencing with §63.60).

40 CFR 63 Subpart D - Regulations Governing Compliance Extensions for Early Reductions of Hazardous Air Pollutants (commencing with §63.70).

40 CFR 63 Subpart E - Approval of State Programs and Delegation of Federal Authorities (commencing with §63.90).

40 CFR 63 Subpart F - National Emission Standards for Organic Hazardous Air Pollutants from the Synthetic Organic Chemical Manufacturing Industry (commencing with §63.100).

40 CFR 63 Subpart G - National Emission Standards for Organic Hazardous Air Pollutants from the Synthetic Organic Chemical Manufacturing Industry for Process Vents, Storage Vessels, Transfer Operations, and Wastewater (commencing with §63.110).

40 CFR 63 Subpart H - National Emission Standards for Organic Hazardous Air Pollutants for Equipment Leaks (commencing with §63.160).

40 CFR 63 Subpart I - National Emission Standards for Organic Hazardous Air Pollutants for Certain Processes Subject to the Negotiated Regulation for Equipment Leaks (commencing with §63.190).

40 CFR 63 Subpart J - National Emission Standards for Hazardous Air Pollutants for Polyvinyl Chloride and Copolymers Production (commencing with §63.210).

40 CFR 63 Subpart K - Reserved.

40 CFR 63 Subpart L - National Emission Standards for Coke Oven Batteries (commencing with §63.300).

40 CFR 63 Subpart M - National Perchloroethylene Air Emission Standards for Dry Cleaning Facilities (commencing with §63.320).<sup>1</sup>

40 CFR 63 Subpart N - National Emission Standards for Chromium Emissions from Hard and Decorative Chromium Electroplating and Chromium Anodizing Tanks (commencing with §63.340).

40 CFR 63 Subpart O - Ethylene Oxide Emissions Standards for Sterilization Facilities (commencing with §63.360).

40 CFR 63 Subpart P - Reserved.

40 CFR 63 Subpart Q - National Emission Standards for Hazardous Air Pollutants for Industrial Process Cooling Towers (commencing with §63.400).

40 CFR 63 Subpart R - National Emission Standards for Gasoline Distribution Facilities (Bulk Gasoline Terminals and Pipeline Breakout Stations) (commencing with §63.420).<sup>2</sup>

40 CFR 63 Subpart S - National Emission Standards for Hazardous Air Pollutants from the Pulp and Paper Industry (commencing with §63.440).

40 CFR 63 Subpart T - National Emission Standards for Halogenated Solvent Cleaning (commencing with §63.460).<sup>3</sup>

40 CFR 63 Subpart U - National Emission Standards for Hazardous Air Pollutant Emissions: Group I Polymers and Resins (commencing with §63.480).

40 CFR 63 Subpart V - Reserved.

40 CFR 63 Subpart W - National Emission Standards for Hazardous Air Pollutants for Epoxy Resins Production and Non-Nylon Polyamides Production (commencing with §63.520).<sup>5</sup>

40 CFR 63 Subpart X - National Emission Standards for Hazardous Air Pollutants from Secondary Lead Smelting (commencing with §63.541).<sup>4</sup>

40 CFR 63 Subpart Y - National Emission Standards for Marine Tank Vessel Loading Operations (commencing with §63.560).

40 CFR 63 Subpart Z - Reserved.

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1. Please see also AVAQMD Rules 1102 - *Petroleum Solvent Dry Cleaners* and 1421 - *Control of Perchloroethylene Emissions from Dry Cleaning Operations*.

2. Please see also AVAQMD Rules 462 - *Organic Liquid Loading* and 463 - *Storage of Organic Liquids*.

3. Please see also AVAQMD Rules 442 - *Usage of Solvents* and 1171 - *Solvent Cleaning Operations*.

4. 1420 - *Emissions Standards for Lead*. [Rule 1101 rescinded on 02/21/12]

40 CFR 63 Subpart AA - National Emission Standards for Hazardous Air Pollutants from Phosphoric Acid Manufacturing Plants (commencing with §63.600).

40 CFR 63 Subpart BB - National Emission Standards for Hazardous Air Pollutants from Phosphate Fertilizers Production Plants (commencing with §63.620).

40 CFR 63 Subpart CC - National Emission Standards for Hazardous Air Pollutants from Petroleum Refineries (commencing with §63.640).<sup>5</sup>

40 CFR 63 Subpart DD - National Emission Standards for Hazardous Air Pollutants from Off-Site Waste and Recovery Operations (commencing with §63.680).

40 CFR 63 Subpart EE - National Emission Standards for Magnetic Tape Manufacturing Operations (commencing with §63.701).

40 CFR 63 Subpart FF - Reserved.

40 CFR 63 Subpart GG - National Emission Standards for Aerospace Manufacturing and Rework Facilities (commencing with §63.741).<sup>6</sup>

40 CFR 63 Subpart HH - National Emission Standards for Hazardous Air Pollutants from Oil and Natural Gas Production Facilities (commencing with §63.760).

40 CFR 63 Subpart II - National Emission Standards for Shipbuilding and Ship Repair (Surface Coating) (commencing with §63.780).<sup>7</sup>

40 CFR 63 Subpart JJ - National Emission Standards for Wood Furniture Manufacturing Operations (commencing with §63.800).<sup>8</sup>

40 CFR 63 Subpart KK - National Emissions Standards for the Printing and Publishing Industry (commencing with §63.820).<sup>9</sup>

40 CFR 63 Subpart LL - National Emission Standards for Hazardous Air Pollutants for Primary Aluminum Reduction plants (commencing with §63.840).

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5. Please see also AVAQMD Rules 464 - *Wastewater Separators* and 1173 – *Fugitive Emissions of Volatile Organic Compounds*.

6. Please see also AVAQMD Rule 1124 - *Aerospace Assembly and Component Manufacturing Operations*.

7. Please see also AVAQMD Rule 1106.1 - *Pleasure Craft Coating Operations*.

8. Please see also AVAQMD Rules 1104 - *Wood Flat Stock Coating Operations* and 1136 - *Wood Products Coatings*.

9. 1130 - *Graphic Arts*, 1130.1 - *Screen Printing Operations*, and 1141.1 - *Coatings and Ink Manufacturing*. [Rule 1128 rescinded on 11/19/13] and [Rule 1141.2 rescinded on 3/16/04]

40 CFR 63 Subpart MM - National Emission Standards for Hazardous Air Pollutants for Chemical Recovery Combustion Sources at Kraft, Soda, Sulfite and Stand-Alone Semichemical Pulp Mills (commencing with §63.860).

40 CFR 63 Subpart NN - National Emission Standards for Hazardous Air Pollutants for Wool Fiberglass Manufacturing at Area Sources (Commencing with §63.880).

40 CFR 63 Subpart OO - National Emission Standards for Tanks - Level 1 (commencing with §63.900).<sup>10</sup>

40 CFR 63 Subpart PP - National Emission Standards for Containers (commencing with §63.920).<sup>12</sup>

40 CFR 63 Subpart QQ - National Emission Standards for Surface Impoundments (commencing with §63.940).<sup>12</sup>

40 CFR 63 Subpart RR - National Emission Standards for Individual Drain Systems (commencing with §63.960).<sup>12</sup>

40 CFR 63 Subpart SS - National Emission Standards for Closed Vent Systems, Control Devices, Recovery Devices and Routing to a Fuel Gas System or a Process (commencing with §63.980).

40 CFR 63 Subpart TT - National Emission Standards for Equipment Leaks - Control Level 1 (commencing with §63.1000).

40 CFR 63 Subpart UU - National Emission Standards for Equipment Leaks - Control Level 2 Standards (commencing with §63.1019).

40 CFR 63 Subpart VV - National Emissions Standards for Oil-Water Separators and Organic-Water Separators (commencing with §63.1040).<sup>12</sup>

40 CFR 63 Subpart WW - National Emission Standards for Storage Vessels (Tanks) - Control Level 2 (commencing with §63.1060).

40 CFR 63 Subpart XX - National Emission Standards for Ethylene Manufacturing Process Units: Heat Exchange Systems and Waste Operations (commencing with §63.1080).

40 CFR 63 Subpart YY - National Emission Standards for Hazardous Air Pollutants for Source Categories: Generic Maximum Achievable Control Technology Standards (commencing with §63.1100).

40 CFR 63 Subpart ZZ - Reserved.

40 CFR 63 Subpart AAA - Reserved.

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10. These MACT standards are only applicable if they are referenced in another regulation under 40 CFR 60 (NSPS), 40 CFR 61 (NESHAP), or 40 CFR 63 (MACT/NESHAP).

40 CFR 63 Subpart BBB - Reserved.

40 CFR 63 Subpart CCC - National Emission Standards for Hazardous Air Pollutants for Steel Pickling - HCl Process Facilities and Hydrochloric Acid Regeneration Plants (commencing with §63.1155).

40 CFR 63 Subpart DDD - National Emission Standards for Hazardous Air Pollutants for Mineral Wool Production (commencing with §63.1175).

40 CFR 63 Subpart EEE - National Emission Standards for Hazardous Air Pollutants from Hazardous Waste Combustors (commencing with §63.1200).

40 CFR 63 Subpart FFF - Reserved.

40 CFR 63 Subpart GGG - National Emission Standards for Pharmaceuticals Production (commencing with §63.1250).

40 CFR 63 Subpart HHH - National Emission Standards for Hazardous Air Pollutants from Natural Gas Transmission and Storage Facilities (commencing with §63.1270).

40 CFR 63 Subpart III - National Emission Standards for Hazardous Air Pollutants for Flexible Polyurethane Foam Production (commencing with §63.1290).<sup>11</sup>

40 CFR 63 Subpart JJJ - National Emission Standards for Hazardous Air Pollutant Emissions: Group IV Polymers and Resins (commencing with §63.1310).<sup>5</sup>

40 CFR 63 Subpart KKK - Reserved.

40 CFR 63 Subpart LLL - National Emission Standards for Hazardous Air Pollutants from the Portland Cement Manufacturing Industry (commencing with §63.1340).

40 CFR 63 Subpart MMM - National Emission Standards for Hazardous Air Pollutants for Pesticide Active Ingredient Production (commencing with §63.1360).

40 CFR 63 Subpart NNN - National Emission Standards for Hazardous Air Pollutants for Wool Fiberglass Manufacturing (commencing with §63.1380).

40 CFR 63 Subpart OOO - National Emission Standards for Hazardous Air Pollutant Emissions: Manufacture of Amino/Phenolic Resins (commencing with §63.1400).

40 CFR 63 Subpart PPP - National Emission Standards for Hazardous Air Pollutant Emissions for Polyether Polyols Production (commencing with §63.1420).

40 CFR 63 Subpart QQQ - National Emission Standards for Hazardous Air Pollutants for Primary Copper Smelting (commencing with §63.1440).

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11. Please see also AVAQMD Rule 1175 - *Control of Emissions from the Manufacture of Polymeric Cellular (Foam) Products*.



40 CFR 63 Subpart RRR - National Emission Standards for Hazardous Air Pollutants for Secondary Aluminum Production (commencing with §63.1500).

40 CFR 63 Subpart SSS - Reserved.

40 CFR 63 Subpart TTT - National Emission Standards for Hazardous Air Pollutants for Primary Lead Smelting (commencing with §63.1541).

40 CFR 63 Subpart UUU - National Emission Standards for Hazardous Air Pollutants for Petroleum Refineries: Catalytic Cracking Units, Catalytic Reforming Units, and Sulfur Recovery Units (commencing with §63.1560).

40 CFR 63 Subpart VVV - National Emission Standards for Hazardous Air Pollutants: Publicly Owned Treatment Works (commencing with §63.1580).

40 CFR 63 Subpart WWW - Reserved.

40 CFR 63 Subpart XXX - National Emission Standards for Hazardous Air Pollutants for Ferroalloys Production: Ferromanganese and Silicomanganese (commencing with §63.1620).

40 CFR 63, Subpart YYY - Reserved.

40 CFR 63, Subpart ZZZ - Reserved.

40 CFR 63, Subpart AAAA - National Emission Standards for Hazardous Air Pollutants: Municipal Solid Waste Landfills (commencing with §63.1930).

40 CFR 63, Subpart BBBB - Reserved.

40 CFR 63, Subpart CCCC - National Emission Standards for Hazardous Air Pollutants: Manufacturing of Nutritional Yeast (commencing with §63.2130).

40 CFR 63, Subpart DDDD - National Emission Standards for Hazardous Air Pollutants: Plywood and Composite Wood Products (commencing with §63.2230).

40 CFR 63, Subpart EEEE - National Emission Standards for Hazardous Air Pollutants: Organic Liquids Distribution (Non-Gasoline) (commencing with §63.2330).

40 CFR 63, Subpart FFFF - National Emission Standards for Hazardous Air Pollutants: Miscellaneous Organic Chemical Manufacturing (commencing with §63.2430).

40 CFR 63, Subpart GGGG - National Emission Standards for Hazardous Air Pollutants: Solvent Extraction for Vegetable Oil Production (commencing with §63.2830).

40 CFR 63, Subpart HHHH - National Emission Standards for Hazardous Air Pollutants for Wet-Formed Fiberglass Mat Production (commencing with §63.2980).

40 CFR 63, Subpart IIII - National Emission Standards for Hazardous Air Pollutants: Surface Coating of Automobiles and Light-Duty Trucks (commencing with §63.3080).

MACTNot.-6

**AVAQMD Reg. X**  
Notification (MACTs)

40 CFR 63, Subpart JJJJ - National Emission Standards for Hazardous Air Pollutants: Paper and other Web Coating (commencing with §63.3280).

40 CFR 63, Subpart KKKK - National Emission Standards for Hazardous Air Pollutants: Surface Coating of Metal Cans (commencing with §63.3480).

40 CFR 63, Subpart LLLL - Reserved.

40 CFR 63, Subpart MMMM - National Emission Standards for Hazardous Air Pollutants for Surface Coating of Miscellaneous Metal Parts and Products (commencing with §63.3880).

40 CFR 63, Subpart NNNN - National Emission Standards for Hazardous Air Pollutants: Surface Coating of Large Appliances (commencing with §63.4080).

40 CFR 63, Subpart OOOO - National Emission Standards for Hazardous Air Pollutants: Printing, Coating, and Dyeing of Fabrics and other Textiles (commencing with §63.4280).

40 CFR 63, Subpart PPPP - National Emission Standards for Hazardous Air Pollutants for Surface Coating of Plastic Parts and Products (commencing with §63.4480).

40 CFR 63, Subpart QQQQ - National Emission Standards for Hazardous Air Pollutants: Surface Coating of Wood Building Products (commencing with §63.4680).

40 CFR 63, Subpart RRRR - National Emission Standards for Hazardous Air Pollutants: Surface Coating of Metal Furniture (commencing with §63.4880).

40 CFR 63, Subpart SSSS - National Emission Standards for Hazardous Air Pollutants: Surface Coating of Metal Coil (commencing with §63.5080).

40 CFR 63, Subpart TTTT - National Emission Standards for Hazardous Air Pollutants for Leather Finishing Operations (commencing with §63.5280).

40 CFR 63, Subpart UUUU - National Emission Standards for Hazardous Air Pollutants for Cellulose Products Manufacturing (commencing with §63.5480).

40 CFR 63, Subpart VVVV - National Emission Standards for Hazardous Air Pollutants for Boat Manufacturing (commencing with §63.5680).

40 CFR 63, Subpart WWWW - National Emission Standards for Hazardous Air Pollutants: Reinforced Plastic Composites Production (commencing with §63.5780).

40 CFR 63, Subpart XXXX - National Emissions Standards for Hazardous Air Pollutants: Rubber Tire Manufacturing (commencing with §63.5980).

40 CFR 63, Subpart YYYY - National Emission Standards for Hazardous Air Pollutants for Stationary Combustion Turbines (commencing with §63.6080).

40 CFR 63, Subpart ZZZZ - National Emissions Standards for Hazardous Air Pollutants for Stationary Reciprocating Internal Combustion Engines (commencing with §63.6580).

**AVAQMD Reg. X**  
Notification (MACTs)

MACTNot.-7

40 CFR 63, Subpart AAAAAA - National Emission Standards for Hazardous Air Pollutants for Lime Manufacturing Plants (commencing with §63.7080).

40 CFR 63, Subpart BBBBBB - National Emission Standards for Hazardous Air Pollutants for Semiconductor Manufacturing (commencing with §63.7180).

40 CFR 63, Subpart CCCCCC - National Emission Standards for Hazardous Air Pollutants for Coke Ovens: Pushing, Quenching, and Battery Stacks (commencing with §63.7280).

40 CFR 63, Subpart DDDDDD - National Emission Standards for Hazardous Air Pollutants for Major Sources: Industrial, Commercial, and Institutional Boilers and Process Heaters (commencing with §63.7480).

40 CFR 63, Subpart EEEEE - National Emission Standards for Hazardous Air Pollutants for Iron and Steel Foundries (commencing with §63.7680).

40 CFR 63, Subpart FFFFFF - National Emission Standards for Hazardous Air Pollutants for Integrated Iron and Steel Manufacturing Facilities (commencing with §63.7780).

40 CFR 63, Subpart GGGGGG - National Emission Standards for Hazardous Air Pollutants: Site Remediation (commencing with §63.7880).

40 CFR 63, Subpart HHHHHH - National Emission Standards for Hazardous Air Pollutants: Miscellaneous Coating Manufacturing (commencing with §63.7980).

40 CFR 63, Subpart IIIII - National Emission Standards for Hazardous Air Pollutants: Mercury Emissions from Mercury Cell Chlor-Alkali Plants (commencing with §63.8180).

40 CFR 63, Subpart JJJJJ - National Emission Standards for Hazardous Air Pollutants for Brick and Structural Clay Products Manufacturing (commencing with §63.8380).

40 CFR 63, Subpart KKKKKK - National Emission Standards for Hazardous Air Pollutants for Clay Ceramics Manufacturing (commencing with §63.8530).

40 CFR 63, Subpart LLLLLL - National Emission Standards for Hazardous Air Pollutants: Asphalt Processing and Asphalt Roofing Manufacturing (commencing with §63.8680).

40 CFR 63, Subpart MMMMMM - National Emission Standards for Hazardous Air Pollutants: Flexible Polyurethane Foam Fabrication Operations (commencing with §63.8780).

40 CFR 63, Subpart NNNNNN - National Emission Standards for Hazardous Air Pollutants: Hydrochloric Acid Production (commencing with §63.8980).

40 CFR 63, Subpart OOOOOO - Reserved.

40 CFR 63, Subpart PPPPPP - National Emission Standards for Hazardous Air Pollutants for Engine Test Cells/Stands (commencing with §63.9280).

40 CFR 63, Subpart QQQQQ - National Emission Standards for Hazardous Air Pollutants for Friction Materials Manufacturing Facilities (commencing with §63.9480).

40 CFR 63, Subpart RRRRR - National Emission Standards for Hazardous Air Pollutants: Taconite Iron Ore Processing (commencing with §63.9580).

40 CFR 63, Subpart SSSSS - National Emission Standards for Hazardous Air Pollutants for Refractory Products Manufacturing (commencing with §63.9780).

40 CFR 63, Subpart TTTTT - National Emission Standards for Hazardous Air Pollutants for Primary Magnesium Refining (commencing with §63.9880).

40 CFR 63, Subpart UUUUU - National Emission Standards for Hazardous Air Pollutants: Coal – and Oil – Fired Electric Utility Steam Generating Units (commencing with §63.9980).

40 CFR 63, Subpart VVVVV - Reserved.

40 CFR 63, Subpart WWWW - National Emission Standards for Hospital Ethylene Oxide Sterilizers (commencing with §63.10382).

40 CFR 63, Subpart XXXXX - Reserved.

40 CFR 63, Subpart YYYYY - National Emission Standards for Hazardous Air Pollutants for Area Sources: Electric Arc Furnace Steelmaking Facilities (commencing with §63.10680).

40 CFR 63, Subpart ZZZZZ - National Emission Standards for Hazardous Air Pollutants for Iron and Steel Foundries Area Sources (commencing with §63.10880).

40 CFR 63, Subpart AAAAAA - Reserved.

40 CFR 63, Subpart BBBBBB - National Emission Standards for Hazardous Air Pollutants for Source Category: Gasoline Distribution Bulk Terminals, Bulk Plants, and Pipeline Facilities (commencing with §63.11080).

40 CFR 63, Subpart CCCCCC - National Emission Standards for Hazardous Air Pollutants for Source Category: Gasoline Dispensing Facilities (commencing with §63.11110).

40 CFR 63, Subpart DDDDDD - National Emission Standards for Hazardous Air Pollutants for Polyvinyl Chloride and Copolymers Production Area Sources (commencing with §63.11140).

40 CFR 63, Subpart EEEEE - National Emission Standards for Hazardous Air Pollutants for Primary Copper Smelting Area Sources (commencing with §63.11146).

40 CFR 63, Subpart FFFFFF - National Emission Standards for Hazardous Air Pollutants for Secondary Copper Smelting Area Sources (commencing with §63.11153).

40 CFR 63, Subpart GGGGGG - National Emission Standards for Hazardous Air Pollutants for Primary Nonferrous Metals Area Sources - Zinc, Cadmium, and Beryllium (commencing with §63.11160).

40 CFR 63, Subpart HHHHHH - National Emission Standards for Hazardous Air Pollutants: Paint Stripping and Miscellaneous Surface Coating Operations at Area Sources (commencing with §63.11169).

40 CFR 63, Subpart IIIIII - Reserved.

40 CFR 63, Subpart JJJJJJ - National Emission Standards for Hazardous Air Pollutants for Industrial, Commercial, and Institutional Boilers Area Sources (commencing with §63.11193).40 CFR 63, Subpart KKKKKK - Reserved.

40 CFR 63, Subpart LLLLLL - National Emission Standards for Hazardous Air Pollutants for Acrylic and Modacrylic Fibers Production Area Sources (commencing with §63.11393).

40 CFR 63, Subpart MMMMMM - National Emission Standards for Hazardous Air Pollutants for Carbon Black Production Area Sources (commencing with §63.11400).

40 CFR 63, Subpart NNNNNN - National Emission Standards for Hazardous Air Pollutants for Chemical Manufacturing Area Sources: Chromium Compounds (commencing with §63.11407).

40 CFR 63, Subpart OOOOOO - National Emission Standards for Hazardous Air Pollutants for Flexible Polyurethane Foam Production and Fabrication Area Sources (commencing with §63.11414).

40 CFR 63, Subpart PPPPPP - National Emission Standards for Hazardous Air Pollutants for Lead Acid Battery Manufacturing Area Sources (commencing with §63.11421).

40 CFR 63, Subpart QQQQQQ - National Emission Standards for Hazardous Air Pollutants for Wood Preserving Area Sources (commencing with §63.11428).

40 CFR 63, Subpart RRRRRR - National Emission Standards for Hazardous Air Pollutants for Clay Ceramics Manufacturing Area Sources (commencing with §63.11435).

40 CFR 63, Subpart SSSSSS - National Emission Standards for Hazardous Air Pollutants for Glass Manufacturing Area Sources (commencing with §63.11448).

40 CFR 63, Subpart TTTTTT - National Emission Standards for Hazardous Air Pollutants for Secondary Nonferrous Metals Processing Area Sources (commencing with §63.11462).

40 CFR 63, Subpart UUUUUU - Reserved.

40 CFR 63, Subpart VVVVVV - National Emission Standards for Hazardous Air Pollutants for Chemical Manufacturing Area Sources (commencing with §63.11494).

40 CFR 63, Subpart WWWWWW - National Emission Standards for Hazardous Air Pollutants: Area Source Standards for Plating and Polishing Operations (commencing with §63.11504).

40 CFR 63, Subpart XXXXXX - National Emission Standards for Hazardous Air Pollutants Area Source Standards for Nine Metal Fabrication and Finishing Source Categories (commencing with §63.11514).

40 CFR 63, Subpart YYYYYY - National Emission Standards for Hazardous Air Pollutants for Area Sources: Ferroalloys Production Facilities (commencing with §63.11524).

40 CFR 63, Subpart ZZZZZZ - National Emission Standards for Hazardous Air Pollutants: Area Source Standards for Aluminum, Copper, and other Nonferrous Foundries (commencing with §63.11544).

40 CFR 63, Subpart AAAAAAA - National Emission Standards for Hazardous Air Pollutants for Area Sources: Asphalt Processing and Asphalt Roofing Manufacturing (commencing with §63.11559).

40 CFR 63, Subpart BBBBBBBB - National Emission Standards for Hazardous Air Pollutants for Area Sources: Chemical Preparations Industry (commencing with §63.11579).

40 CFR 63, Subpart CCCCCCC - National Emission Standards for Hazardous Air Pollutants for Area Sources: Paints and Allied Products Manufacturing (commencing with §63.11599).

40 CFR 63, Subpart DDDDDDD - National Emission Standards for Hazardous Air Pollutants for Area Sources: Prepared Feeds Manufacturing (commencing with §63.11619).

40 CFR 63, Subpart EEEEEEE - National Emission Standards for Hazardous Air Pollutants: Gold Mine Ore Processing and Production Area Source Category (commencing with §63.11640).

40 CFR 63, Subpart FFFFFFFF - Reserved.

40 CFR 63, Subpart GGGGGGG - Reserved.

40 CFR 63, Subpart HHHHHHH - National Emission Standards for Hazardous Air Pollutant Emissions for Polyvinyl Chloride and Copolymers Production (commencing with §63.11860).

NOTE: *Copies of the CFR referenced in this Rule may be obtained on-line at:*

<https://www.ecfr.gov/cgi-bin/ECFR?SID=085f4b27accdd8d586e86cc673b7ad16&mc=true&page=browse> or <http://www.gpoaccess.gov/cfr/retrieve.html>

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