


Agenda Date: March 21, 2019  
Agenda Placement: Admin  
Estimated Time: N/A  
Continued Item: No

## Board Agenda Item

TO: Air Pollution Control District Board

FROM: Aeron Arlin Genet, Air Pollution Control Officer 

CONTACT: Molly Pearson, Planning Division Manager (961-8838)

SUBJECT: Contract with Nostalgic's Inc. for the Woodsmoke Reduction Program

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### RECOMMENDATION:

Approve and authorize the Chair to increase the maximum contract amount with Nostalgic's Inc. from \$100,000 to \$160,000 for implementation of the Woodsmoke Reduction Program for the 2018-19 program year.

### BACKGROUND:

In June 2018, your Board approved the District's expanded Woodsmoke Reduction Program. This voluntary program helps households replace an uncertified wood-burning stove, fireplace insert, or fireplace used as a primary source of heat with a cleaner-burning and more efficient device. The program is designed to maximize benefits to low-income households, who are able to qualify for a higher voucher amount of up to \$5,000 towards replacement of their current wood-burning heating device. The program also includes a standard voucher amount of up to \$1,000. The California Air Resources Board (CARB) and the California Air Pollution Control Officer's Association (CAPCOA) established the program rules and requirements. More information is available on our website at [www.ourair.org/heatclean](http://www.ourair.org/heatclean).

The program is implemented through agreements with local retail installation companies (retailers), in coordination with District staff. The retailers work with District-qualified household participants by providing estimates, completing installations of new heating devices, and recycling the old devices. After project completion, the customer submits their voucher to the retailer, who then submits the voucher along with other documentation to the District for reimbursement.

District Board Resolution 18-10, attached to this letter, delegates authority to the Air Pollution Control Officer to sign agreements with retail installation companies, subject to review and approval by District Counsel, Auditor and Risk Management. The District identified two

interested businesses (i.e., Nostalgic's Inc. and Tubular George) in Santa Barbara County who met the contractor licensing requirements (i.e., an active C-61 D34 Prefabricated Equipment Contractor license) set forth by CAPCOA for the program. Agreements with these two retailers were finalized in October 2018; the existing retailer agreement with Nostalgic's Inc. is attached to this board letter.

## **DISCUSSION:**

For the current 2018-19 program year, Nostalgic's Inc. has completed approximately two-thirds of all installation projects to date, and they are the only participating retailer located in Northern Santa Barbara County. Interest in program participation from households in North County has been stronger than anticipated with 59% of all voucher applicants coming from North County (31% in Santa Maria, 18% in Guadalupe). The current contract between the District and Nostalgic's Inc. is set at a not to exceed amount of \$100,000. The District's \$100,000 purchase threshold for contracts precludes the continued use of this consultant's services without Board approval. The District wishes to increase the contract amount for Nostalgic's Inc. from \$100,000 to \$160,000, to meet program demands and continue to provide these incentives to households served by this retailer.

As a participating retailer, Nostalgic's Inc. plays an integral role in the implementation and success of the Woodsmoke Reduction program. The program improves air quality and mitigates neighborhood impacts by reducing the amount of wood smoke emitted from fireplaces and wood stoves in the county, which accounts for about 33 percent of wintertime particulate matter (PM<sub>2.5</sub> and PM<sub>10</sub>) emissions. In addition to particulate matter, wood smoke contains soot, dioxins, carbon dioxide, and volatile organic compounds. Breathing wood smoke can reduce lung function, aggravate heart and lung disease, and trigger asthma. The program also achieves reductions in black carbon, a short-lived climate pollutant emitted when wood is burned.

## **FISCAL IMPACT:**

The District received \$250,000 to fund this program for the 2018-19 program year, and the expenditure of those funds are included in the District's Board-adopted budget for fiscal year 2018-19. The funds come from California Climate Investments, a statewide initiative that puts Cap-and-Trade dollars to work. With only two participating retailers in this program, increasing Nostalgic's Inc. contract amount to \$160,000 would allow all of the program funds to be expended.

## **ATTACHMENTS:**

- A. District Board Resolution 18-10
- B. Retailer Agreement with Nostalgic's Inc., Executed on October 11, 2018

ATTACHMENT A

District Resolution 18-10

March 21, 2019

Santa Barbara County Air Pollution Control District  
Board of Directors

260 San Antonio Road, Suite A  
Santa Barbara, California 93110

**RESOLUTION OF THE BOARD OF DIRECTORS OF  
THE SANTA BARBARA COUNTY  
AIR POLLUTION CONTROL DISTRICT**

IN THE MATTER OF THE  
WOODSMOKE REDUCTION PROGRAM

APCD RESOLUTION NO. 18-10

**RECITALS**

**WHEREAS**, the Santa Barbara County Air Pollution Control District (District) is an agency with the mission to protect the people and the environment of Santa Barbara County from the effects of air pollution; and

**WHEREAS**, woodsmoke contains reactive organic compounds, nitrogen oxides, particulate matter, greenhouse gases including short-lived climate pollutants such as black carbon, and other pollutants; and

**WHEREAS**, woodsmoke poses a threat to public health; and

**WHEREAS**, the District receives public complaints about woodsmoke in neighborhoods throughout Santa Barbara County; and

**WHEREAS**, woodsmoke from fireplaces and woodstoves makes up nearly a third of wintertime fine particle pollution in Santa Barbara County, according to state data; and

**WHEREAS**, your Board adopted Resolution 17-04 in March 2017, authorizing creation of a Woodsmoke Reduction Program to provide monetary incentives to replace or remove wood-burning devices and decrease woodsmoke air pollution in Santa Barbara County neighborhoods, and protect public health; and

**WHEREAS**, California Air Resources Board has identified funding for a statewide Woodsmoke Reduction Program, and has made an agreement with the California Air Pollution Control Officers Association to distribute this funding to air districts for Woodsmoke Reduction Programs; and

APCD RESOLUTION IN THE MATTER OF THE  
WOODSMOKE REDUCTION PROGRAM

**WHEREAS**, the California Air Pollution Control Officers Association has identified \$250,000 in funds for the District to use in implementation of a Program, which will have some differences from the District's existing program; and

**WHEREAS**, the District needs to have an agreement with the California Air Pollution Control Officers Association in place to receive this funding; and

**WHEREAS**, the District intends to close its existing program at the end of Fiscal Year 2017-2018 and to focus on the revised state-funded Woodsmoke Reduction Program from this point forward; and

**WHEREAS**, funding from the state for the Woodsmoke Reduction Program is included in the Proposed Final District Budget for Fiscal Year 2018-2019; and

**WHEREAS**, the Board wishes to delegate authority to the Air Pollution Control Officer to sign the agreement with the California Air Pollution Control Officers Association, and to sign agreements with installers to implement the Program to meet the requirements established by the California Air Resource Board and the California Air Pollution Control Officers Association as shown in the attached agreement between those agencies.

**NOW, THEREFORE, IT IS HEREBY RESOLVED**, as follows:

1. The District Board hereby rescinds Board Resolution 17-04 with an effective rescind date of June 30, 2018.
2. The District Board hereby approves creation of the new state-funded Woodsmoke Reduction Program, and acceptance of funds to implement the program.
3. The District Board hereby delegates authority to the Air Pollution Control Officer to sign the Memorandum of Understanding between the California Air Pollution Control Officers Association and the Santa Barbara County Air Pollution Control District Woodsmoke Reduction Pilot Program, Fiscal Year 2016-2017 Appropriation, included as Attachment 1 to this resolution.
4. The District Board hereby delegates authority to the Air Pollution Control Officer to sign installer agreements, subject to review and approval by District Counsel, Auditor and Risk

APCD RESOLUTION IN THE MATTER OF THE  
WOODSMOKE REDUCTION PROGRAM

Management, and other materials, to implement the program and to meet the program requirements established by the California Air Resource Board and the California Air Pollution Control Officers Association.

**PASSED, APPROVED AND ADOPTED** by the Air Pollution Control District Board of the Santa Barbara County, State of California, this 21st day of June, 2018, by the following vote:

Ayes: Williams, Wolf, Hartmann, Bennett, Mosby, Murillo.

Noes: Adam, Lizalde, Patino, Richardson.

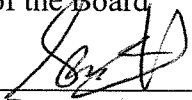
Abstain: None.

Absent: Lavagnino, Sierra, Clark.

**ATTEST:**

AERON ARLIN GENET  
Clerk of the Board


By

  
Deputy

**APPROVED AS TO FORM:**

MICHAEL C. GHIZZONI  
County Counsel

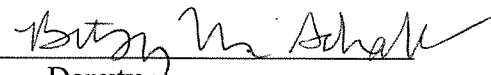
By

  
Deputy

**APPROVED AS TO FORM:**

THEODORE A. FALLATI, CPA.  
Auditor-Controller

By

  
Deputy

SANTA BARBARA COUNTY  
AIR POLLUTION CONTROL DISTRICT

By

  
Chair

Date: 6-21-18

**APPROVED AS TO FORM:**

RAY AROMATORIO, ARM, AIC  
Risk Manager

By

  
Risk Manager

## ATTACHMENT B

Retailer Agreement with Nostalgic's Inc.,  
Executed on October 11, 2018

March 21, 2019

Santa Barbara County Air Pollution Control District  
Board of Directors

260 San Antonio Road, Suite A  
Santa Barbara, California 93110

# Woodsmoke Reduction Program RETAILER AGREEMENT

This Retailer Agreement is made this 11 day of October 2018, between the Santa Barbara County Air Pollution Control District, hereinafter referred to as "DISTRICT," and Nostalgic's Inc., hereinafter referred to as "RETAILER".

**Notices:** Any notice or consent required or permitted to be given under this Retailer Agreement shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To DISTRICT: Santa Barbara County Air Pollution Control District, 260 N. San Antonio Road #A, Santa Barbara, CA 93110

To RETAILER: Nostalgic's Inc., 837-B W. Century Street, Santa Maria, CA 93455

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

**Scope of Services:** The subject matter of this Retailer Agreement is the Woodsmoke Reduction Program (Program). Detailed services to be provided by the RETAILER pursuant to this Retailer Agreement are described in ATTACHMENT A (RETAILER PROVISIONS AND INSURANCE REQUIREMENTS), which is incorporated by reference herein.

**Term:** The period of RETAILER's performance shall begin upon date of execution, signified by the date of signature by the DISTRICT, and end on or before June 30, 2020 or if earlier, the date on which all project dollars are spent.

**Compensation of Retailer:** In consideration of the services to be performed, the DISTRICT agrees to pay the RETAILER, in accordance with the payment provisions specified in ATTACHMENT A (RETAILER PROVISIONS AND INSURANCE REQUIREMENTS); attached hereto and incorporated herein by reference. Compensation shall be for RETAILER replacement of an uncertified wood-burning stove, insert, or fireplace with a gas, propane, or electric home heating device, a sum not to exceed \$1,000 per Standard Voucher or \$5,000 (unless amended by the DISTRICT) per Enhanced Incentive Voucher towards eligible costs; or for replacement of an uncertified wood-burning stove, insert, or fireplace with a certified wood stove or wood insert, a sum not to exceed \$500 per Standard Voucher or \$3,000 per Enhanced Incentive Voucher towards eligible costs. The maximum contract amount for all projects combined shall not to exceed \$100,000. Billing shall be made by invoice, which shall include the contract number assigned by DISTRICT and which is delivered to the address given in NOTICES Section above. Payment shall be net thirty (30) days from presentation of invoice.





**Independent Contractor:** It is mutually understood and agreed that RETAILER (including any and all of its officers, agents, and employees), shall perform all of its services under this Retailer Agreement as an independent contractor as to DISTRICT and not as an officer, agent, servant, employee, joint venturer, partner, or associate of DISTRICT. Furthermore, DISTRICT shall have no right to control, supervise, or direct the manner or method by which RETAILER shall perform its work and function. However, DISTRICT shall retain the right to administer this Retailer Agreement so as to verify that RETAILER is performing its obligations in accordance with the terms and conditions hereof. RETAILER understands and acknowledges that it shall not be entitled to any of the benefits of a DISTRICT employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. RETAILER shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, RETAILER shall be solely responsible and save DISTRICT harmless from all matters relating to payment of RETAILER's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Retailer Agreement, RETAILER may be providing services to others unrelated to the DISTRICT or to this Retailer Agreement.

**Standard of Performance:** RETAILER represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Retailer Agreement. Accordingly, RETAILER shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which RETAILER is engaged. All products of whatsoever nature, which RETAILER delivers to DISTRICT pursuant to this Retailer Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in RETAILER's profession. RETAILER shall correct or revise any errors or omissions, at DISTRICT'S request without additional compensation.

**Debarment and Suspension:** CONTRACTOR certifies to DISTRICT that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

**Taxes:** RETAILER shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Retailer Agreement and shall make any and all payroll deductions required by law. DISTRICT shall not be responsible for paying any taxes on RETAILER's behalf, and should DISTRICT be required to do so by state, federal, or local taxing agencies, RETAILER agrees to promptly reimburse DISTRICT for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

**Records, Audit, and Review:** RETAILER shall keep such business records pursuant to this Retailer Agreement as would be kept by a reasonably prudent practitioner of RETAILER's profession and shall maintain such records for at least four (4) years following the termination of this Retailer Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. DISTRICT shall have the right to audit and review all such documents and records at any time during RETAILER's regular business hours or upon reasonable notice.

**Indemnification and Insurance:** RETAILER shall defend, indemnify and save harmless DISTRICT and the County of Santa Barbara, their officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of this Retailer Agreement or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to, any act or omission to act on the part of RETAILER or his agents or employees or other independent contractors directly responsible to him; except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting solely from the negligence or willful misconduct of the DISTRICT. RETAILER agrees to the insurance provisions set forth in ATTACHMENT A (RETAILER PROVISIONS AND INSURANCE REQUIREMENTS).

**Non-assignment:** RETAILER shall not assign, transfer or subcontract this Retailer Agreement or any of its rights or obligations under this Retailer Agreement without the prior written consent of DISTRICT and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

**Termination:** DISTRICT may, by written notice to RETAILER, terminate this Retailer Agreement in whole or in part at any time, whether for DISTRICT'S convenience, for nonappropriation of funds, or because of the failure of RETAILER to fulfill the obligations herein.

1. **For Convenience.** DISTRICT may terminate this Retailer Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, RETAILER shall, as directed by DISTRICT, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on DISTRICT from such winding down and cessation of services.
2. **For Cause.** Should RETAILER default in the performance of this Retailer Agreement or materially breach any of its provisions, RETAILER may, at DISTRICT's sole option, terminate or suspend this Retailer Agreement in whole or in part by written notice. Upon receipt of notice, RETAILER shall immediately discontinue all services affected (unless the notice directs otherwise) and notify DISTRICT as to the status of its performance. The date of termination shall be the date the notice is received by RETAILER, unless the notice directs otherwise.

**Entire Agreement and Amendment:** In conjunction with the matters considered herein, this Retailer Agreement contains the entire understanding and Retailer Agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Retailer Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Retailer Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Retailer Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

**California Law and Jurisdiction:** This Retailer Agreement shall be governed by the laws of the State of California. Any litigation regarding this Retailer Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

**Attachments:** This Retailer Agreement also consists of the following attachments incorporated herein.

- A. Retailer Provisions and Insurance Requirements
- B. Voucher
- C. Recycler Certification Form
- D. Acknowledgement of Training Form



This Retailer Agreement between Santa Barbara County Air Pollution Control District and Nostalgic's Inc. was executed in Santa Barbara County and is effective on the day and year first written above.

SANTA BARBARA COUNTY  
AIR POLLUTION CONTROL DISTRICT,  
STATE OF CALIFORNIA

ATTEST:

AERON ARLIN GENET  
CLERK OF THE BOARD

By [Signature]  
Deputy

By

[Signature]  
Aeron Arlin Genet  
Air Pollution Control Officer

Date:

11 Oct 18

APPROVED AS TO FORM  
MICHAEL C. GHIZZONI  
COUNTY COUNSEL

By [Signature]  
Deputy County Counsel

RETAILER:

By

NOSTALGIC'S INC  
[Signature]  
Name ROY LAPLANTE  
Title CEO

Date:

10/2/18

APPROVED AS TO FORM:  
RAY AROMATORIO, ARM, AIC  
RISK MANAGER

By [Signature]  
Risk Manager

APPROVED AS TO ACCOUNTING FORM:  
THEODORE A. FALLATI, CPA, CPFO  
AUDITOR-CONTROLLER

By [Signature]  
Deputy



**ATTACHMENT A**  
**RETAILER PROVISIONS AND INSURANCE REQUIREMENTS**

**Retailer Provisions**

1. Inform the customer about Program requirements and timelines.
2. Verify that the old device is eligible for the Program.
3. Conduct an in-home estimate for the installation of a basic model that will be safe, clean-burning, and efficient. On the estimate note the cost of any upgrades that are above the cost of the basic model and provide to the customer. Eligible costs include:
  - a. Cost of the new device (basic model) including sales tax.
  - b. Installation of the new device including any parts, materials, permits, or labor required for the safe and legal installation of the new device.
  - c. Removal and disposal of the old stove or insert.
  - d. If residence does not have functional smoke and carbon monoxide detectors, the purchase and installation of new detectors.
  - e. For fireplace replacement- if the existing fireplace is structurally sound, the purchase and installation of a fireplace insert utilizing wood, natural gas, propane, or electricity; if the fireplace lacks structural integrity, the purchase of a free-standing home heating device.
4. Accept the Voucher from the customer and apply the Voucher amount as a discount to all eligible costs of the new device.
  - a. For Standard Vouchers the amount is not to exceed \$1,000 towards eligible costs for replacement with a gas, propane, or electric home heating device or not to exceed \$500 towards eligible costs for replacement with an EPA-certified wood stove or insert.
  - b. For Enhanced Incentive Vouchers the amount is not to exceed \$5,000 towards eligible costs for replacement with a gas, propane, or electric home heating device or not to exceed \$3,000 towards eligible costs for replacement with an EPA-certified wood stove or insert unless the RETAILER can show through an estimate submitted to the DISTRICT prior to work start that extraordinary circumstances require additional funds. Extraordinary circumstances may include mandatory code or fire safety upgrades, the need to heat a home with large square footage, or unusual configurations. If the DISTRICT approves the estimate, the Voucher amount will be amended by the DISTRICT. Designer upgrades and work not necessary for the safe operation of the new device will not be considered.
5. Notify the DISTRICT no later than the expiration date on the Voucher once the customer has signed a contract or entered into a binding agreement to purchase a new heating device. Do not accept a Voucher from a customer if the customer does not sign a contract or enter into a binding agreement to purchase a new heating device.
6. Ensure that all new natural gas or propane heating devices comply with American National Standard ANSI Z21.88/CSA 2.33.
7. Ensure that all new wood-burning devices are EPA-certified with particulate matter (PM) emission rates not to exceed 4.5 grams/hour and 2.5 grams/hour for non-catalytic and catalytic stoves, respectively.
8. Consider providing an additional discount to the purchase price of the replacement device.
9. Complete and sign the Voucher (Attachment B) provided by the customer for each replaced heating device.

10. Remove the uncertified wood stove or insert from the residence and properly dispose of it by delivering it to a recycling facility. If present, make sure to remove the refractory material from the device before delivering it to the recycler.
11. Complete and submit to the DISTRICT a Recycler Certification Form for each uncertified wood stove or insert. The Recycler Certification Form must be signed, indicating that the stove will be destroyed and recycled.
12. Submit to the DISTRICT complete paperwork with an original invoice for reimbursement. Invoices submitted to the DISTRICT without the required paperwork are not payable. All paperwork must be submitted to the DISTRICT within 30 days of completing the installation of the device. The following paperwork must be submitted with the invoice:
  - a. Original Voucher completely filled out and signed with all required information showing that the work has been completed. Copies of the Voucher will not be accepted.
  - b. Building permit or comparable permit as required by the jurisdiction.
  - c. Two color photos, one showing the old replaced or removed device and one showing the new installed device.
  - d. Copy of in-home estimate provided to the homeowner.
  - e. Copy of purchase invoice displaying the Voucher, RETAILER, and manufacturer's discounts as line items. The purchase invoice must be signed by the customer. The purchase invoice must also list the manufacturer, type of device purchased, as well as the cost of any upgrades that are above the cost of the basic model.
  - f. Signed Acknowledgment of Training Form certifying that the homeowner or tenant has received information on new device operation and maintenance and proper wood burning practices (if applicable).
  - g. Signed Recycler Certification Form, if replacing or removing a wood stove or insert.
13. As a participating RETAILER, I understand that the DISTRICT will not reimburse me for expired Vouchers.
14. As a participating RETAILER, I understand that it is my responsibility to ensure that all installations are done in accordance with any applicable State, county, or city codes and/or ordinances including but not limited to, ensuring that all necessary building permits or applicable permits for that jurisdiction are obtained as required. Permits for installations in mobile and manufactured homes must be obtained through the California Department of Housing and Community Development.
15. As a participating RETAILER, I understand that installers of the new device (Installers) must be properly licensed with an active C-61 (D34 Prefabricated Equipment Contractor) license issued by the California Contractors State Licensing Board to install the new device. I also understand that Installers must have a minimum of three (3) years of experience installing home heating devices to manufacturer specifications.
16. As a participating RETAILER, I understand that the DISTRICT assumes no responsibility or liability for the removal of appliances, the purchase and installation of replacement appliances, or any other element of the replacement process.
17. As a participating RETAILER, I understand the insurance requirements necessary to participate in the Program. The insurance requirements are included in the Insurance Requirements section of this attachment.
18. As a participating RETAILER, I understand that in order to start a payments account with the DISTRICT I will initially need to supply the DISTRICT with a Substitute W9 and California Tax Forms and a Certificate of Insurance.
19. As a participating RETAILER, I agree to address and resolve unanticipated issues expeditiously with the DISTRICT.

20. As a participating RETAILER, I understand that all installations must be completed no later than ninety (90) days after a Voucher has been redeemed. If work cannot be completed due to unforeseen circumstances such as construction delays, I must obtain a written authorization from the DISTRICT for an extension to complete the installation. Any Vouchers submitted after this date for refunds without prior authorization from the DISTRICT will not be accepted by the DISTRICT.
21. As a participating RETAILER, I agree to provide the DISTRICT, the California Air Pollution Control Officer's Association (CAPCOA), and the State of California access to my facility and records to inspect for compliance with program requirements, if requested. I understand that the DISTRICT will provide not less than a two (2) calendar day notice prior to this inspection
22. As a participating RETAILER, I understand the following: this Program involves funding from the State and, as a consequence, RETAILERS and any subcontractors shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Program including but not limited to the following: RETAILERS and their employees, representatives, and subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status; RETAILERS and Installers shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.); and the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations incorporated into this Program by reference and made a part hereof as if set forth in full. RETAILERS, by signing the Retailer Agreement, provide written notice of their obligations under this clause as required by law.
23. As a participating RETAILER, I fully understand that I will be removed from the program for not complying with the conditions and requirements of this Retailer Agreement.

#### **Insurance Requirements**

1. Maintain the following general provisions:
  - a. Coverage Term: The RETAILER insurance coverage shall be in force for the complete term of the Retailer Agreement. If insurance expires during the term of the Retailer Agreement, a new certificate must be received by the DISTRICT and provided to CAPCOA at least ten (10) days prior to the expiration of this insurance. Any new insurance must still comply with the original terms of the Retailer Agreement.
  - b. Policy Cancellation or Termination and Notice of Non-Renewal: The RETAILER is responsible to notify the DISTRICT within five (5) business days before the effective date of any cancellation, non-renewal, or material change that affects required insurance coverage. In the event the RETAILER fails to keep in effect at all times the specified insurance coverage, the DISTRICT may, in addition to any other remedies it may have, terminate the project agreement upon the occurrence of such event, subject to the provisions of this Retailer Agreement.
  - c. Deductible: The RETAILER is responsible for any deductible or self-insured retention contained within their insurance program.
  - d. Primary Clause: Any required insurance contained in the Retailer Agreement shall be primary, and not excess or contributory to any other insurance carried by the DISTRICT or CAPCOA.

- e. Insurance Carrier Required Rating: All insurance companies must carry a rating acceptable to Santa Barbara County's Office of Risk Management. If the RETAILER is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
  - f. Endorsements: Any required endorsement must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
  - g. Inadequate Insurance: Inadequate or lack of insurance does not negate the RETAILER's obligations under the Retailer Agreement.
  - h. Satisfying an SIR: All insurance required by this Retailer Agreement must allow the State to pay and/or act as the RETAILER's agent in satisfying any self-insured retention (SIR). The choice to pay and/or act as the RETAILER's agent in satisfying any SIR is at the DISTRICT's discretion.
  - i. Available Coverages/Limits: All coverage and limits available to the RETAILER shall also be available and applicable to the DISTRICT.
  - j. Subcontractors: In the case of RETAILER's utilization of subcontractors to complete the contracted scope of work, the RETAILER shall include all subcontractors as insured under the RETAILER's insurance or supply evidence of insurance to the DISTRICT equal to policies, coverages, and limits required of the RETAILER.
2. Maintain the following Commercial General Liability:
- a. The RETAILER shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per and \$2,000,000 aggregate for bodily injury and property damage liability.
  - b. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured project agreement.
  - c. This insurance shall apply separately to each insured against which claim is made, or suit is brought subject to the RETAILER's limit of liability.
  - d. The policy must name the DISTRICT, its officers, agents, and employees as additional insured, but only with respect to work performed under the contract.
3. Maintain the following provisions for Automobile Liability:
- a. The RETAILER shall maintain motor vehicle liability with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired, and non-owned motor vehicles. The policy must name the DISTRICT, its officers, agents, and employees as additional insured, but only with respect to work performed under the contract.
  - b. In the event that the RETAILER does not have any commercially owned motor vehicles, a no-owned autos waiver must be completed and retained in DISTRICT files. A sample waiver form is available upon request.
4. Maintain the following Workers' Compensation and Employers' Liability:
- a. RETAILER must furnish to the DISTRICT a certificate of insurance to remain in effect at all times during the term of this Retailer Agreement.
  - b. RETAILER shall maintain statutory workers' compensation and employers' liability for all its employees who will be engaged in the performance of the Retailer Agreement.
  - c. Employers' liability limits of \$1,000,000 are required. A sample form is available upon request.

**ATTACHMENT B**  
**VOUCHER**

<b>District Use Only</b>	
Voucher #:	Customer:
Date Issued:	Expiration Date:
Voucher Type: <input type="checkbox"/> Enhanced Incentive Voucher not to exceed <b>\$5,000</b> (replacement with gas, propane, or electric device) <input type="checkbox"/> Standard Voucher not to exceed <b>\$1,000</b> (replacement with gas, propane, or electric device) <input type="checkbox"/> Enhanced Incentive Voucher not to exceed <b>\$3,000</b> (replacement with EPA-certified wood stove or insert) <input type="checkbox"/> Standard Voucher not to exceed <b>\$500</b> (replacement with EPA-certified wood stove or insert)	

\_\_\_\_\_  
Customer Name

\_\_\_\_\_  
Customer Signature

\_\_\_\_/\_\_\_\_/\_\_\_\_  
Date

**Santa Barbara County Air Pollution Control District**  
**Woodsmoke Program Contact:**  
**Email: [heatclean@sbcapcd.org](mailto:heatclean@sbcapcd.org)**  
**Phone: 805-961-8848**





## Voucher Disclaimer

1. For Standard Vouchers the amount is not to exceed \$1,000 towards eligible costs for replacement with a gas, propane, or electric home heating device or not to exceed \$500 towards eligible costs for replacement with an EPA-certified wood stove or insert. For Enhanced Incentive Vouchers, the amount is not to exceed \$5,000 towards eligible costs for replacement with a gas, propane, or electric home heating device or not to exceed \$3,000 towards eligible costs for replacement with an EPA-certified wood stove or insert (unless amended by the Santa Barbara County Air Pollution Control District).
2. Eligible costs include:
  - a. Cost of the new device (basic model) including sales tax.
  - b. Installation of the new device including any parts, materials, permits, or labor required for the safe and legal installation of the new device.
  - c. Removal and disposal of the old stove or insert.
  - d. If residence does not have functional smoke and carbon monoxide detectors, the purchase and installation of new detectors.
  - e. For fireplace replacement- if the existing fireplace is structurally sound, the purchase and installation of a fireplace insert utilizing wood, natural gas, propane, or electricity; if the fireplace lacks structural integrity, the purchase of a free-standing home heating device.
3. This Voucher is valid for the following: replacement of an uncertified wood stove, insert, or open hearth fireplace used as a primary source of heat with an EPA-certified wood stove or insert, a natural gas or propane stove or insert, or an electric free-standing heater or insert.
4. The residence must be located within Santa Barbara County.
5. This Voucher cannot be redeemed by the customer for cash. It only can be used in conjunction with the purchase of a new qualified device from a participating retailer. A Voucher given to a non-participating retailer will not be accepted and the Voucher amount will not be honored by the District.
6. This Voucher is not valid until signed by the customer.
7. This Voucher must be given to the participating retailer at the time of purchase of the new heating device. If you do not provide the original Voucher to the participating retailer at the time of purchase, the participating retailer will not be obligated to give you the discount at the time of purchase or at a later time.
8. Funding for the Voucher is on a first-come, first-served basis. The Voucher will only be valid for four weeks from date of issuance. The Voucher expiration date may be extended at the discretion of the District.
9. The device must be installed by a participating retailer or their licensed installer, not the home owner.
10. This Voucher will be forfeited if false information is provided to the District or if the required information is not submitted to the District prior to the expiration date listed on the Voucher.
11. This Program was supported by the California Climate Investments (CCI) Program.

## Retailer Information and Certification

Sections A-D are to be completed by the participating Retailer or their licensed Installer after installation is complete.

### A. Installation Information

1. Customer Name:	2. Phone Number:
3. Project Address:	
4. Date of Sale:	5. Installation Date:
6. Building Permit#:	7. City/County of Jurisdiction:
8. Company Name of Licensed Installer:	
9. Installer Representative Name:	
10. Installer Address:	
11. Contractor's License #:	

### B. Old Replaced Heating Device

1. Manufacturer (if available):	2. Model (if available):
3. Manufacture Year (or Approximate Age):	4. Type (Stove/Insert/Fireplace):
5. Serial Number (if available):	

### C. New Heating Device

1. Manufacturer:	2. Model:
3. Serial Number:	
4. Type: <input type="checkbox"/> Natural Gas or Propane Free-standing Heater* <input type="checkbox"/> Natural Gas or Propane Fireplace Insert* <input type="checkbox"/> Electric Free-standing Heater <input type="checkbox"/> Electric Fireplace Insert <input type="checkbox"/> EPA-certified Wood Stove** <input type="checkbox"/> EPA-certified Wood Fireplace Insert** * comply with American National Standard ANSI Z21.88/CSA 2.33 ** particulate matter (PM) emission rates not to exceed 4.5 grams/hour and 2.5 grams/hour for non-catalytic and catalytic stoves, respectively	
5. Retailer Name (If different than Installer):	6. Retailer Phone Number (If different than Installer):
7. Retailer Address (if different than Installer):	

### D. Certifications

*Please initial the following certifications:*

I certify that the old device was **not** EPA-certified: \_\_\_\_\_ Yes

I certify that the old device was in working condition prior to replacement: \_\_\_\_\_ Yes

I certify that the installed device was new and EPA-certified (if wood): \_\_\_\_\_ Yes

I certify that the information contained on this tracking form is accurate and the form is completely filled out. I also agree that I must meet the program requirements and be a participating retailer in order to receive reimbursement from the District. This original Voucher must be submitted with ALL sections completed along with a building permit or comparable permit for that jurisdiction, photographs of the heating device prior to removing it AND of the newly installed heating device, a copy of the in-home estimate and final invoice, the Acknowledgement of Training Form, and the Recycler Certification Form in order to receive reimbursement.

Name of Participating Retailer Representative: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**ATTACHMENT C**  
**RECYCLER CERTIFICATION FORM**

Name of Homeowner or Voucher Number: \_\_\_\_\_

Project Address: \_\_\_\_\_

Name of Person Delivering Old Heating Device to Recycler: \_\_\_\_\_

.....

**For Completion by Recycler:**

Make and Model # of heating device delivered for recycling:

\_\_\_\_\_

I certify that this old heating device was delivered to (Name of Recycler):

\_\_\_\_\_

and will be destroyed, rendered usable only as scrap, and recycled.

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

.....

**ATTACHMENT D**  
**ACKNOWLEDGMENT OF TRAINING FORM**

The Program requires an educational component to ensure that the new home heating devices, particularly wood stoves, are properly operated and maintained to maximize energy efficiency and achieve the lowest possible emission rates. With proper burning techniques and properly seasoned wood, the amount of wood used could be significantly reduced. While a new wood stove typically pollutes less than an old one, user operation is important for achieving emission reductions. The Santa Barbara County Air Pollution Control District is required to obtain verification of training.

Homeowner's or Tenant's Name: \_\_\_\_\_

Address where new device was installed:

\_\_\_\_\_

.....

*Please initial the following certifications:*

I certify that I received the owner's manual for my new device: \_\_\_\_\_ Yes

I certify that I received training from the Retailer/Installer on the operation of my new device per manufacturer instructions:

\_\_\_\_\_ Yes

I certify that I received training from the Retailer/Installer on proper wood storage and wood burning practices (if applicable):

\_\_\_\_\_ Yes

Signature (Homeowner/Tenant): \_\_\_\_\_ Date: \_\_\_\_\_

.....

