



BOARD OF COUNTY COMMISSIONERS FOR COLUMBIA COUNTY, OREGON

Wednesday, May 2, 2018
10:00 a.m. - Room 308

BOARD MEETING AGENDA

CALL TO ORDER/FLAG SALUTE

MINUTES:

Minutes, April 25, 2018 Board meeting.
Minutes, April 25, 2018 Work Session

VISITOR COMMENTS - 5 MINUTE LIMIT

CONSENT AGENDA:

- (A) Ratify the Select to Pay for the week of 04.30.18.

AGREEMENTS/CONTRACTS/AMENDMENTS:

- (B) C15-2018 - Memorandum of Understanding with the Federation of Parole and Probation Officers for 2018-2019 COLA.
- (C) C25-2018 - Contract with Amaco Construction Equipment, Inc., for Purchase of Used Gradall Excavator.
- (D) United States Environmental Protection Agency Engine Declaration Form for Import of Gradall Excavator and authorize Mike Russell to sign.
- (E) C26-2018 - Letter of Agreement with Local 1442 Regarding Boot Allowance.

DISCUSSION ITEMS:

COMMISSIONER HEIMULLER COMMENTS:

COMMISSIONER MAGRUDER COMMENTS:

COMMISSIONER TARDIF COMMENTS:

EXECUTIVE SESSION:

Pursuant to ORS 192.640(1), the Board of County Commissioners reserves the right to consider and discuss, in either open session or Executive Session, additional subjects which may arise after the agenda is published.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made by and between Columbia County, Oregon (County) and the Federation of Parole and Probation Officers (FOPPO).

RECITALS

- A. Whereas, the County and FOPPO entered into a Collective Bargaining Agreement (CBA) effective July 1, 2015 to December 31, 2018, and the CBA contains a provision allowing the parties to reopen negotiations on increasing or decreasing the base wages.
- B. Whereas, FOPPO requested to reopen negotiations, and the parties bargained an increase in the base wages as outlined in this Memorandum of Understanding.

NOW, THEREFORE, the parties agree as follows:

1. The CBA will be amended in Article 10, Section 1 (Wage and Classification Schedule) as outlined below, by adding the language in bold and underlined font:

The monthly and hourly wages and classifications for employees covered by this Agreement are set forth in Appendix "A" which is attached hereto and incorporated in this Agreement. Appendix "A" wages **will be adjusted by the** ~~reflects a~~ COLA as set forth below:

Effective July 1, 2015, all employees covered by this Agreement shall receive a COLA of 2.3 percent.

Effective July 1, 2016, all employees covered by this Agreement shall receive a COLA of between one percent (1%) and four percent (4.0%), which shall be based on CPI-U Portland-Salem annual average.

Effective July 1, 2017, all employees covered by this Agreement shall receive a COLA of 2.1%.

Effective July 1, 2018, all employees covered by this Agreement shall receive a COLA of 4%

For the wage increases effective after June 30, 2017, the parties may reopen Article 10.1 related to increasing or reducing the base wages in the Appendix up to once per year by providing the other party notice before March 31 of the year. In the event the State of Oregon adjusts the budgetary allocation to the County for Parole and Probation, it shall be grounds for the parties to reopen Article 10.1 at any time without need to provide notice to either party. The issue shall be addressed as a mid-term change under ORS 243.698.

2. All other terms and conditions of the CBA remain unchanged.

FOR THE FEDERATION:

FEDERATION OF PAROLE AND
PROBATION OFFICERS:

By: 
Ken Border, Vice-President

By: _____

Dated: 4-11-18

FOR THE COUNTY:

BOARD OF COMMISSIONERS:

By: _____
Henry Heimuller, Chair

By: _____
Margaret Magruder, Commissioner

By: _____
Alex Tardif, Commissioner

Dated: _____

Approved as to form:

By: _____
Counsel for the County

PUBLIC PROCUREMENT CONTRACT
(ORS Chapter 279B)
by and between COLUMBIA COUNTY
and AMACO CONSTRUCTION EQUIPMENT, INC.

This Agreement is made and entered into by and between COLUMBIA COUNTY, a political subdivision of the State of Oregon, hereinafter referred to as "County", and AMACO CONSTRUCTION EQUIPMENT, INC., hereinafter referred to as "Vendor", for the purchase of a used Gradall Excavator.

WITNESSETH:

IT IS HEREBY AGREED by and between the parties above-mentioned, in consideration of the mutual promises hereinafter stated, as follows:

1. Effective Date. This Agreement is effective on the date last signed by the parties, below.
2. Completion Date. The completion date for this Agreement shall be no later than thirty (30) days from the effective date unless sooner terminated as provided herein.
3. Goods and/or Equipment Purchased.
 - A. Description. Vendor agrees to sell and County agrees to purchase the used 2015 Gradall XL4100 IV Excavator (Serial No. 4100000653), described in Exhibit A, which is attached hereto and incorporated herein by this reference and hereinafter referred to as "Equipment."
 - B. Delivery.
 - a. Destination. The Equipment shall be delivered to 1054 Oregon Street, St. Helens, OR 97051, at a date and time mutually agreed upon by the parties. The Equipment shall be shipped F.O.B. point of delivery. Vendor shall be responsible for shipping costs. Risk of loss shall pass from Vendor to County upon delivery.
 - b. Inspection. Upon delivery, County shall inspect the Equipment to ensure it conforms to the specifications described herein and to the condition observed during the County's inspection at Vendor's location on March 30, 2018, 2018. Inspection may include any or all of the following, at the County's sole discretion: physical inspection of the Equipment and its parts, demonstration of Equipment functions and a test drive. Following inspection, if County deems the Equipment satisfactory, County shall sign the Acceptance Certificate, attached hereto as Exhibit B and incorporated herein by this reference.
 - c. Acceptance. Upon the County's acceptance of the Equipment, Vendor shall pass to County good title to the Equipment, free and clear of any liens.

4. Consideration. County shall pay Vendor for the Equipment, an amount not to exceed \$310,000 in U.S. dollars, said amount to be the complete compensation to Vendor for the goods and/or services under this Agreement. This fee shall include all expenses, including taxes and fees related to the purchase, sale and shipment of Equipment. Unless otherwise agreed to in writing by the parties, payment shall be made in a lump sum by wire transfer to Vendor's bank account upon acceptance of the Equipment. This Agreement is subject to the appropriation of funds by County, and/or the receipt of funds from state and federal sources. In the event sufficient funds shall not be appropriated, and/or received, by County for the payment of consideration required to be paid under this Agreement, then County may terminate this Agreement in accordance with Section 17 of this Agreement.
5. Contract Representatives. Contract representatives for this Agreement shall be:

<u>FOR COUNTY</u>	<u>FOR VENDOR</u>
Mike Russell, Director Columbia County Road Department 1054 Oregon Street St. Helens, OR 97501 (503) 397-5090 michael.russell@co.columbia.or.us	Jeff MacDonald, President Amaco Construction Equipment, Inc. 5904 Datsun Road Mississauga, ON L4W 1H2 (905) 670-3440 jeffm@amacocei.com

All correspondence shall be sent to the above addressees when written notification is necessary. Contract representatives can be changed by providing written notice to the other party at the address listed.

6. Permits - Licenses. Unless otherwise specified, Vendor shall procure all permits and licenses, pay all charges and fees and give all notices necessary for performance of this Agreement prior to commencement of work.
7. Compliance with Codes and Standards. It shall be the Vendor's responsibility to demonstrate compliance with all applicable building, health and sanitation laws and codes, and with all other applicable Federal, State and local acts, statutes, ordinances, regulations, provisions and rules. Vendor shall engage in no activity which creates an actual conflict of interest or violates the Code of Ethics as provided by ORS Chapter 244, or which would create a conflict or violation if Vendor were a public official as defined in ORS 244.020.
8. Reports. Vendor shall provide County with periodic reports about the progress of the project at the frequency and with the information as prescribed by the County.
9. Independent Contractor. Vendor is engaged hereby as an independent contractor and shall not be considered an employee, agent, partner, joint venturer or representative of County for any purpose whatsoever. County does not have the right of direction or control over the manner in which Vendor delivers services under this Agreement and does not exercise any control over the activities of the Vendor, except the services must be performed in a manner that is consistent with the terms of this Agreement. County shall have no obligation with respect to Vendor's debts or any other liabilities of Vendor. Vendor shall be responsible for

furnishing all equipment necessary for the performance of the services required herein. In addition:

- A. Vendor will be solely responsible for payment of any Federal or State taxes required as a result of this Agreement.
 - B. This Agreement is not intended to entitle Vendor to any benefits generally granted to County employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Agreement to the Vendor are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, social security, workers' compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Vendor is presently a member of the Public Employees Retirement System).
 - C. The Vendor is an independent contractor for purposes of the Oregon workers' compensation law (ORS Chapter 656) and is solely liable for any workers' compensation coverage under this Agreement. If the Vendor has the assistance of other persons in the performance of the Agreement, the Vendor shall qualify and remain qualified for the term of this Agreement as a carrier-insured or self-insured employer under ORS 656.407. If the Vendor performs this Agreement without the assistance of any other person, unless otherwise agreed to by the parties, Vendor shall apply for and obtain workers' compensation insurance for himself or herself as a sole proprietor under ORS 656.128.
10. Statutory Provisions. Pursuant to the requirements of ORS 279B.220 through 279B.235 and Article XI, Section 10 of the Oregon Constitution, the following terms and conditions are made a part of this Agreement:
- A. Vendor shall:
 - (1) Make payment promptly, as due, to all persons supplying to Vendor labor or material for the performance of the work provided for in this Agreement. [ORS 279B.220 (1)]
 - (2) Pay all contributions or amounts due the Industrial Accident Fund from the Vendor or any subcontractor incurred in the performance of this Agreement. [ORS 279B.220 (2)]
 - (3) Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished. [ORS 279B.220 (3)]
 - (4) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. [ORS 279.220 (4)]
 - B. Vendor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care services or

other needed care and attention, incident to sickness and injury, to the employees of Vendor, of all sums that Vendor agrees to pay for the services and all moneys and sums that Vendor collects or deducts from the wages of employees under any law, contract or agreement for the purpose of providing or paying for such services. [ORS 279B.230 (1)]

- C. Vendor shall pay employees at least time and a half pay for work the employees perform under this Agreement on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020 (1)(b)(B) to (G) and for all time the employee works in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater. [ORS 279B.235 (5)(a)]
 - D. Vendor shall notify employees in writing, who work under this Agreement, either at the time of hire or before work begins on this Agreement, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the vendor may require the employees to work. [ORS 279A.235 (5)(b)]
 - E. All subject employers working under this Agreement are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. [ORS 279B.230 (2)]
 - F. This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefor. Any provisions herein which would conflict with law are deemed inoperative to that extent.
11. Non-Discrimination. Vendor agrees that no person shall, on the grounds of race, color, creed, national origin, sex, marital status, handicap or age, suffer discrimination in the performance of this Agreement when employed by Vendor. Vendor certifies that it has not discriminated and will not discriminate, in violation of ORS 279A.110, against a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business enterprise that is certified under ORS 200.055 in awarding a subcontract.
12. Tax Compliance. As required by ORS 279B.045, Vendor represents and warrants that Vendor has complied with the tax laws of this state and all political subdivisions of this state, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318. Vendor shall continue to comply with the tax laws of this state and all political subdivisions of this state during the term of the public contract. Vendor's failure to comply with the tax laws of this state or a political subdivision of this state before the Vendor executes this Agreement or during the term of this Agreement is a default for which County may terminate this Agreement and seek damages and other relief available under the terms of this Agreement or under applicable law. Vendor hereby certifies, under penalty of perjury, as provided in ORS 305.385(6), that to Vendor's knowledge, Vendor is not in violation of any of the tax laws of this state or political subdivision of this state, including but not limited to ORS 305.380(4).

13. Nonassignment; Subcontracts. Vendor shall not assign, subcontract or delegate the responsibility for providing services hereunder to any other person, firm or corporation without the express written permission of the County, except as provided in the Specifications.
14. Nonwaiver. The failure of the County to enforce any provision of this Agreement shall not constitute a waiver by the County of that or any other provision of the Agreement.
15. Indemnity. Vendor shall indemnify, defend, save, and hold harmless the County, its officers, agents and employees, from any and all claims, suits or actions of any nature, including claims of injury to any person or persons or of damage to property, caused directly or indirectly by reason any error, omission, negligence, or wrongful act by Vendor, its officers, agents and/or employees arising out the performance of this agreement. This indemnity does not apply to claims, suits or actions arising solely out of the negligent acts or omissions of the County, its officers, agents or employees.
16. Insurance. Vendor shall maintain commercial general liability and property damage insurance in an amount of not less than \$2,000,000 each occurrence to protect County, its officers, agents, and employees. Vendor shall provide County a certificate or certificates of insurance in the amounts described above which names County, its officers, agents and employees as additional insureds. Such certificate or certificates shall be accompanied by an additional insured endorsement. Vendor agrees to notify County immediately upon notification to Vendor that any insurance coverage required by this paragraph will be canceled, not renewed or modified in any material way, or changed to make the coverage no longer meet the minimum requirements of this Contract.
17. Termination. This Agreement may be terminated at any time in whole or in part by mutual consent of both parties. The County may terminate this Agreement, effective upon delivery of written notice to Vendor, or at such later date as may be established by the County under the following conditions:
 - A. If Vendor fails to perform the work in a manner satisfactory to County.
 - B. If any license or certificate required by law or regulation to be held by Vendor to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.
 - C. If funding becomes inadequate to allow the work to continue in accordance with the project schedule.

In case of termination, Vendor shall be required to repay to County the amount of any funds advanced to Vendor which Vendor has not earned or expended through the provision of goods and/or equipment and/or services in accordance with this Agreement. However, Vendor shall be entitled to retain all costs incurred and fees earned by Vendor prior to that termination date, and any amounts remaining due shall be paid by County not to exceed the maximum amount stated above and decreased by any additional costs incurred by County to correct the work performed.

The rights and remedies of the County related to any breach of this Agreement by Vendor shall not be exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement. Any termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued before such termination.

18. Time of the Essence. The parties agree that time is of the essence in this Agreement.
19. Ownership of Documents. All documents of any nature and/or electronic data including, but not limited to, working papers, reports, material necessary to understand the documents and/or data, drawings, works of art and photographs, produced, prepared and/or compiled by Vendor pursuant to this Agreement are the property of County, and it is agreed by the parties that such documents are works made for hire. Vendor hereby conveys, transfers, and grants to County all rights of reproduction and the copyright to all such documents.
20. Mediation. In the event of a dispute between the parties arising out of or relating to this Contract, the parties agree to submit such dispute to a mediator agreed to by both parties as soon as practicable after the dispute arises, and preferably before commencement of litigation of any permitted arbitration. The parties agree to exercise their best efforts in good faith to resolve all disputes in mediation.
21. Choice of Law. This Agreement shall be governed by the laws of the State of Oregon.
22. Venue. Venue relating to this Agreement shall be in the Circuit Court of the State of Oregon for Columbia County, located in St. Helens, Oregon.
23. Attorneys' Fees. In the event an action, suit or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this Agreement, each party shall be responsible for its own attorneys' fees, expenses, costs and disbursements for said action, suit, proceeding or appeal.
24. Severability. If any provision of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holdings shall not affect the validity of the remaining portions hereof.
25. No Third-Party Rights. This Agreement is solely for the benefit of the parties to this Agreement. Rights and obligations established under this Agreement are not intended to benefit any person or entity not a signatory hereto.
26. Warranty. With the exception of the engine, the Equipment is being sold "AS-IS," without warranties express or implied. For the engine, effective upon delivery and acceptance, Vendor shall assign to County all of Vendor's rights, title and interest in all warranties arising under any agreement between Vendor and the provider of such warranties. Vendor shall execute and deliver an assignment of the warranties along with a consent to the assignment from the provider of such warranties in the form and substance acceptable to County.

27. Counterparts. This Agreement may be executed in several counterparts (facsimile or otherwise), all of which when taken together shall constitute an agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
28. ENTIRE AGREEMENT. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. VENDOR, BY THE SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE(S) BELOW, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

VENDOR

By: _____

Name: _____

Date: _____

Approved as to form

By: _____
Office of County Counsel

COUNTY

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By: _____
Margaret Magruder, Chair

By: _____
Henry Heimuller, Commissioner

By: _____
Alex Tardif, Commissioner

Date: _____

EXHIBIT A**2015 GRADALL XL4100 IV****For Sale Price: \$308,000***made by \$300,000***Rental Prices:**[View Rental Prices](#)**Contact Information****Amaco Construction Equipment**9 [Mississauga, Ontario, Canada L4W 1H2](#)

Phone: +1 888-595-5063

Contact: Jeff MacDonald

Description

Excellent late model 2015 Gradall XL4100-IV Telescopic Boom Excavator complete with 72" ditching bucket

A/C Condition: Excellent, A/C, Heater

Specifications

Year	2015	Manufacturer	GRADALL
Model	XL4100 IV	Serial Number	4100000653
Condition	Used	Hours	694
Stock Number	000442		

EXHIBIT B

ACCEPTANCE CERTIFICATE

Pursuant to its Agreement with Amaco Construction Equipment, Inc., Columbia County has inspected the used 2015 Gradall XL4100 IV Excavator (Serial No. 4100000653), and finding it to be satisfactory, hereby accepts delivery of the excavator.

Mike Russell, Director
Columbia County Road Department

Date:_____

LETTER OF AGREEMENT

This Agreement is made and entered into by Columbia County (hereinafter referred to as the "County") and the American Federation of State, County and Municipal Employees Local 1442 (hereinafter referred to as the "Union").

WHEREAS, the County and the Union entered into a Collective Bargaining Agreement effective July 1, 2016 through June 30, 2020 (hereinafter referred to as the 2016-2020 CBA); and

WHEREAS, the Survey Technician classification has changed from primarily an office position to a field position since the signing of the 2016-2020 CBA.

NOW, THEREFORE, THE PARTIES AGREE as follows:

1. Article 14, Section 14.6 of the 2016-2020 CBA is amended to read as follows:

"14.6 Uniforms and Protective Clothing.

If an employee is required to wear a uniform, protective clothing, or any type of protective device as a condition of employment, such uniform, protective clothing, or protective device shall be furnished to the employee by the County. In addition, the County shall provide identifying garments for field employees to wear. Employees in the classification families of Code Enforcement Officer, Environmental Services Specialist, Property Appraiser, Building/Electrical Inspector, **Survey Technician** and Facilities Services Technician shall be reimbursed up to \$200 every two years for the purchase of appropriate safety boots. Employees in the Land Use Planner classification family shall be reimbursed up to \$100 every two years for the purchase of appropriate safety boots. Determination of what constitutes appropriate safety boots shall be made in advance by the supervisor.

The cost of maintaining the uniform or protective clothing or protective device in proper condition including tailoring, cleaning and laundering, shall be paid for by the County.

Coveralls - The County agrees to furnish and maintain coveralls for employees who are required to service equipment as a part of their regular duties."

2. This Letter of Agreement is effective from May 1, 2018 until such time as a new bargaining agreement is entered into between the parties and the language from this Letter of Agreement is either modified or incorporated therein.

FOR THE UNION:

AFSCME LOCAL 1442:

By: _____

Erin O'Connell, President

AFSCME Council 75:

By: _____

Micaela Shapiro-Shellaby

FOR THE COUNTY:

BOARD OF COMMISSIONERS:

By: _____

Margaret Magruder, Chair

By: _____

Henry Heimuller, Commissioner

By: _____

Alex Tardif, Commissioner

Approved as to form:

By: _____

County Counsel



United States Environmental Protection Agency Engine Declaration Form
Importation of Engines, Vehicles, and Equipment Subject to Federal Air Pollution Regulations

U.S. EPA, Certification & Compliance Division, 2000 Traverwood Dr., Ann Arbor, Michigan 48105. (734) 214-4100; imports@epa.gov; www.epa.gov/otaq/imports/

This form must be prepared by the importer for each imported stationary, nonroad or heavy-duty highway engine, including engines incorporated into vehicles or equipment. Note that references in this form to engines generally include vehicles or equipment if they are subject to equipment-based standards. One form per engine or group of engines in a shipment may be used, with attachments including all information required to fully describe each engine as below. Provide a duplicate form and attachments to the U.S. Customs and Border Protection (CBP) upon request (42 U.S.C. 7522, 7601, 19 CFR 12.73 or 12.74). This form must be retained for five years from the date of entry (19 CFR 163.4). Additional requirements may apply in California. NOTE: While certain imports require specific written authorization from EPA, CBP may request EPA review of importer documentation and eligibility for any import using this form. For light-duty motor vehicles, highway motorcycles, and the corresponding engines, use form 3520-1. This form does not apply to aircraft engines.

Identify the type of highway, nonroad, or stationary engine, vehicle, or equipment you are importing from the following list of products:

- ☐ **A. Heavy-duty highway engines** (for use in motor vehicles with gross vehicle weight rating above 8500 pounds). See 40 CFR parts 85 and 86.
- ☐ **B. Locomotives or locomotive engines.** See 40 CFR parts 1033 and 1068.
- ☐ **C. Marine compression-ignition engines.** See 40 CFR part 94 or 40 CFR parts 1042 and 1068. This includes propulsion engines and auxiliary engines installed on marine vessels.
- ☐ **D. Other nonroad compression-ignition engines.** See 40 CFR part 89 or 40 CFR parts 1039 and 1068.
- ☐ **E. Marine spark-ignition engines.** See 40 CFR parts 1045 and 1068.
- ☐ **F. Recreational engines and vehicles, including snowmobiles, off-highway motorcycles, all-terrain vehicles, and offroad utility vehicles that are subject to the same emission standards as all-terrain vehicles.** See 40 CFR parts 1051 and 1068.
- ☐ **G. Other nonroad spark-ignition engines at or below 19 kW (or at or below 30 kW if total displacement is at or below 1000 cc).** See 40 CFR part 90 or 40 CFR parts 1054 and 1068.
- ☐ **H. Other nonroad spark-ignition engines above 19 kW.** See 40 CFR parts 1048 and 1068.
- ☐ **I. Stationary compression-ignition engines.** See 40 CFR part 60, subpart IIII.
- ☐ **J. Stationary spark-ignition engines.** See 40 CFR part 60, subpart JJJJ.

Check one of the following Codes to indicate the provision under which you are importing the engine, vehicle, or equipment:

- ☐ **1. U.S. certified engine or engine installed in a certified vehicle,** covered by a valid U.S. EPA certificate of conformity and bearing a U.S. EPA emission control label in English. Additional information for Category G engines from 2010 and later model years, starting January 1, 2010 (see 40 CFR 90.1007 or 1054.690): Exempt from bond? _____. If not exempt, NAIC # for bond issuer: _____, policy number: _____, state of issue: _____.

Permanent Exemptions for Nonconforming Engines

- ☐ **2. National security.** Importing a labeled (where applicable) engine subject to the provisions of 40 CFR 1068.315(a), 85.1511(c)(1), 89.611(c)(1), 90.612(c)(1), or 94.804(c)(1). For certain types of tactical equipment, this exemption may require prior EPA approval.
- ☐ **3. Manufacturer-owned engine.** Importing a labeled engine by an engine manufacturer holding a current U.S. EPA certificate of conformity, subject to the provisions of 40 CFR 1068.315(b), 85.1706, 89.906, 90.906, or 94.906.
- ☐ **4. Replacement engine.** Importing a labeled engine by an engine manufacturer holding a current U.S. EPA certificate of conformity subject to the provisions of 40 CFR 1068.315(c), 85.1714, 89.1003(b)(7), 90.1003(b)(5), or 94.1103(b)(3). This exemption does not apply to locomotive engines.
- ☐ **5. Extraordinary circumstances/hardship.** Importing a labeled engine subject to the provisions of 40 CFR 1068.315(d), 85.1511(c)(2), 89.611(c)(2), 90.612(c)(2), or 1033.620. An EPA letter of approval must be attached.
- ☐ **6. Hardship for small-volume manufacturers.** Importing a labeled engine subject to the provisions of 40 CFR 1068.315(e) or 94.209(b). An EPA letter of approval must be attached to this form.
- ☐ **7. Equipment-manufacturer hardship.** Importing a labeled engine subject to the provisions of 40 CFR 1068.315(f), 89.102(f), or 94.209(b), or 1033.620. This may also apply to secondary engine manufacturers. An EPA letter of approval must be attached to this form.
- ☐ **8. Identical configuration.** Importing an engine subject to the provisions of 40 CFR 1068.315(h), 89.611(c)(3), or 90.612(c)(3). Such an engine must be identical in all material respects to a U.S.-certified version as demonstrated by letter from the engine-manufacturer contact on the CBP list, subject to EPA review at CBPs' discretion. This exemption does not apply to locomotives or to stationary, highway, or marine compression-ignition engines. The applicable regulations may require that you own the engine for a certain period before and after importation.
- ☐ **9. Ancient engine.** Importing an engine first manufactured at least 21 years earlier that is still in its original configuration, subject to the provisions of 40 CFR 1068.315(i), 89.611(f)(2), or 90.612(f)(2). This exemption does not apply to locomotives or to stationary, highway, or marine engines.

Temporary Exemptions for Nonconforming Engines

The following temporary exemptions apply for importing nonconforming engines. EPA requests bonding with the U.S. Customs and Border Protection for the full value of the imported products to make sure you comply with applicable requirements.

- ☐ **10. Repairs or alterations.** Importing an engine for repair or alteration subject to the provisions of 40 CFR 1068.325(a), 85.1511(b)(1), 89.611(b)(1), 90.612(b)(1), or 94.804(b)(1). An EPA letter of approval must be attached.
- ☐ **11. Testing.** Importing an engine for testing subject to the provisions of 40 CFR 1068.325(b), 85.1511(b)(2), 89.611(b)(2), 90.612(b)(2), or 94.804(b)(2). Appropriate labeling is required for some engines and recommended for all engines. An EPA letter of approval must be attached.
- ☐ **12. Display.** Importing an engine for display subject to the provisions of 40 CFR 1068.325(c), 85.1511(b)(4), 89.611(b)(4), 90.612(b)(3), or 94.804(b)(3). Appropriate labeling is required for some engines and recommended for all engines. An EPA letter of approval must be attached.
- ☐ **13. Export.** Importing an engine for eventual export, subject to the provisions of 40 CFR 1068.325(d), 85.1709, 89.909, 90.909, or 94.909. NOTE: The engine and/or shipping container must be labeled or tagged to identify them as solely for export.
- ☐ **14. Diplomatic or military.** Importing an engine subject to the provisions of 40 CFR 1068.325(e), 85.1511(d), 89.611(d), or 90.612(d). This exemption is limited to members of the armed forces or personnel of a foreign government on assignment to the U.S. for whom free entry has been authorized in writing by the U.S. Department of State, or for members of the armed forces of a foreign country with official orders for duty in the U.S. This exemption does not apply to locomotive or marine compression-ignition engines. An EPA letter of approval may be required.
- ☐ **15. Delegated assembly.** Importing a labeled engine for delegated assembly subject to the provisions of 40 CFR 1068.325(f), 85.1713, or 1033.630. This exemption does not apply to handheld spark-ignition engines or engines for recreational vehicles.
- ☐ **16. Partially complete engine.** Importing an engine not yet in its final configuration covered by a certificate of conformity (or an engine that will be installed in a vehicle covered by a certificate of conformity), subject to the provisions of 40 CFR 1068.325(g). This also applies to an engine covered by a valid exemption. A certificate holder may also import a partially complete engine from its foreign facility to its U.S. facility as described in 40 CFR 1068.325(g).

Importation of Engines Excluded from U.S. EPA Emission Standards

- ☐ **17. Engine manufactured before emission standards started to apply.** These engines must generally have already been placed into service. See the attached schedule. Note that 40 CFR 1068.360 disallows importation of new engines not certified to current standards if the model year is more than one year before the year of importation.
- ☐ **18. Competition engine.** The engine must be used solely for competition, subject to the provisions of 40 CFR 1068.310(a), 85.1511(e), 89.611(e), 90.612(e), or 94.804(c)(2). An EPA letter of approval must be attached.
- ☐ **19. Stationary compression-ignition engine with displacement at or above 30 liters per cylinder or stationary spark-ignition engine above 19 kW that is not designed to run on gasoline or, if rich-burn, on liquified petroleum gas.** These stationary engines are subject to EPA emission standards under 40 CFR Subparts IIII and JJJJ, but are not required to be certified. The engine must be used in a stationary manner. See 40 CFR 60.4219, 60.4248 and 1068.310(b). The engine must be labeled as described in 40 CFR 1039.20 or 1048.20, as applicable. NOTE: Stationary engines may be subject to state or local regulations.
- ☐ **20. Underground mining.** Engine must be used in underground mining and regulated by the Mining Safety and Health Administration (MSHA). See 40 CFR 89.1 and 1039.5; see also 30 CFR parts 7, 31, 32, 36, 56, 57, 70, and 75. For compression-ignition engines only.
- ☐ **21. Hobby engine.** Engine must be used to power a reduced-scale model of a vehicle not capable of transporting a person. See 40 CFR 1068.310(c), 89.1(b)(5), and 90.1(d)(6).

Exemptions for Specific Engine Categories or Other Special Cases

- ☐ **22. Transition Program for Equipment Manufacturers.** Importing a piece of equipment, subject to the provisions of 40 CFR 89.102 or 40 CFR 1039.625 and 1039.626 (Category D) or 40 CFR 1054.625 and 1054.626 (Category G, 2011 through 2014). Maximum engine power (only for compression-ignition engines): ☐ kW ☐ HP (or identify the regulatory power category). Exempt from bond? ☐. If not exempt, NAIC # for bond issuer: , policy number: , state of issue: .
- ☐ **23. Personal-use exemption for small spark-ignition engines.** Importing three or fewer nonroad spark-ignition engines at or below 19 kW for purposes other than resale, where the importer has not used this exemption in the previous five years, subject to the provisions of 40 CFR 1054.630.
- 24. Engine imported by an Independent Commercial Importer recognized by EPA.** Only for Categories A and D above.
- ☐ **24a.** For modification under an EPA certificate issued for the specific make, model, and model year under 40 CFR 85.1505, 89.605 or 1039.660.
- ☐ **24b.** For modification and testing according to 40 CFR 85.1509, 89.609, or 1039.660. NOTE: The imported engine must be at least 6 years old.
- ☐ **24c.** For precertification testing to obtain an EPA certificate under 40 CFR 85.1511(b)(3), 89.611(b)(3), or 1039.660. NOTE: CBP bond is required.
- Specify location of storage (required for 24a and 24b):
- NOTE: Under 24a and 24b, you may import up to five highway engines and five nonroad engines in a given model year that are certified to standards based on an engine's original production year. You may import any number of engines certified to standards that apply based on the year the engine is modified. See 40 CFR 85.1503 and 89.603.
- ☐ **25. Other exemption.** Describe the exemption, attach EPA approval (if applicable), and identify the regulatory cite:
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Declaration of Stationary, Nonroad or Heavy-duty Highway Engine, Nonroad Vehicle or Equipment, or Stationary Equipment

Port code: Format: 9999	CBP entry no: Format: XXX-9999999-9	Entry date: Format: mm/dd/yyyy	Engine manufacturer; model and serial number of each engine; for certified engines or vehicles, also identify the engine family name: Engine Manufacturer: Mercedes Model: OM 926 LA Serial Number: 926.959-c-1123616 Engine Family Name: DMBXL07.2RJB
Identify the engine (or vehicle) build date: 08 month 2016 year <input checked="" type="checkbox"/> on engine <input type="checkbox"/> other (explain)			Vehicle or equipment manufacturer; model, serial number, and type of equipment (if applicable): GRADALL XL4100 SERIES IV MOBILE TELESCOPIC BOOM EXCAVATOR SERIAL NUMBER: 4100000653

Names, Addresses, and Telephone Numbers of Relevant Parties

Certification: I certify that I have read and understand the purpose of this form, the penalties for falsely declaring information, for providing misleading information, or for concealing a material fact. The information I have provided is correct, and all required attachments are appended to this form. I authorize EPA Enforcement Officers to conduct inspections or testing permitted by the Clean Air Act. I am the owner, the importer, or an agent of the owner or importer.

Signature: 	Printed name: MICHAEL RUSSELL	Date: Format: mm/dd/yyyy
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Identify the name, address, phone number, and e-mail address for the importer, broker, and owner as applicable:

Importer (required): COLUMBIA COUNTY 230 STRAND STREET ST. HELENS, OR 97051	Broker (optional):	Owner (optional):
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