



Clean Fleet

Driving towards cleaner air

WHAT YOU NEED TO KNOW TO JOIN THE RTA'S CLEAN FLEET PROGRAM

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1.0 Clean Fleet Program

Clean Fleet is a vehicle maintenance program designed to improve air quality by reducing diesel vehicle emissions. The program has been developed by the Roads and Traffic Authority (RTA) as part of its ongoing commitment to the environment.

Through the implementation of best practice fleet management and maintenance practices, fleet owners and operators can work together with the NSW Government to drive towards cleaner air.

1.1 A serious issue

Vehicles are an integral part of our community. However, along with the significant benefits they bring to modern life, there are some costs.

Vehicle emissions are the key by-product of motor vehicle use and have a significant impact at both the local and global levels.

Diesel vehicles can be a major source of air pollution in Australia, contributing to fine particulate emissions, volatile organic compound (VOC) emissions and oxide of nitrogen (NOx) emissions.

Ten years ago diesel vehicles comprised just 8.3% cent of Australia's vehicle fleet. In 2015, this figure will be 15%. Diesel vehicles contribute 60% of all particulate emissions from road transport.

We need to act now to ensure our diesel vehicles are as clean as possible for the future.

2.0 Who can be a Clean Fleet Participant?

Anyone with a diesel vehicle registered in New South Wales can become a Clean Fleet Participant. This includes:

- Individuals.
- Partnerships.
- Companies or divisions of a company registered with the Australian Securities Investment Commission.
- Government departments or a section of a government department.
- Councils.

Companies that have many depots can decide which depots they would like to be in the Clean Fleet Program. Each applicant is considered as a separate Clean Fleet Participant.

3.0

Why become a Clean Fleet Participant?

Being a Clean Fleet Participant will provide you with significant economic benefits by improving the performance of your diesel vehicles. It is also an opportunity for you to demonstrate your commitment to the environment.

Good fleet management is good for business and the environment.

3.1 Cost savings

Being clean can save you money. A reliable maintenance program will result in:

- Less maintenance.
- Fewer breakdowns and better fuel consumption.
- Improved vehicle performance.
- Improved vehicle reliability.
- Improved vehicle resale value.
- Less chance of a smoky vehicle fine.

3.2 Environmental credentials

Environmental credentials are an increasingly important aspect of responsible business management. By becoming a Clean Fleet Participant you can play a key role in improving Australia's air quality. It also allows you to promote your business as being environmentally aware and responsible. This public recognition will help enhance your company's reputation.

When you become a Clean Fleet Participant, and for the duration of your accreditation, Clean Fleet promotional materials are available for you to promote your participation in the Clean Fleet Program. The promotional materials provided from the RTA include:

- Labels for participating fleet vehicles.
- A Certificate of Accreditation for display in your place of business.
- A CD-Rom with the Clean Fleet logo.
- A style guide. This includes how and where the Clean Fleet name and logo can be used and suggestions on ways you can promote yourself as a Clean Fleet Participant.

The rules governing your use of the Clean Fleet logo and promotional materials are outlined in the Clean Fleet terms and conditions.

4.0

What is involved in being a Clean Fleet Participant?

4.1 Emission Management Standards

Participants must ensure their diesel vehicles are well maintained through an effective Emissions Management System that meets the required Clean Fleet Standards.

These standards are:

Standard 1: Clean fuel

The fuel used by your diesel vehicles must be free of contamination and must meet national fuel quality standards.

Standard 2: Engine settings

The engines and emission control systems on your diesel vehicles must be set to manufacturers' specifications, particularly fuel pumps and injection timing.

Standard 3: Maintenance schedules and methods

Your vehicles need to be maintained and serviced at the intervals recommended by the manufacturer, or to equivalent standards.

Standard 4: Fault identification and repair

A method for identifying, recording, assessing and acting on reported faults must be in place.

5.0 Obtaining accreditation

The good news is that you decide how you are going to meet the four standards. Many professional operators already have in place systems that are meeting the Clean Fleet requirements. By completing the Self-Assessment Audit Report, you will outline how your maintenance system works and the steps you will take to ensure you meet the standards.

After reviewing your audit report, the RTA may suggest some improvements. We will then document what you do and this will be your Emissions Management System and will form the basis of future audits.

5.1 Your Emissions Management System

Your Emissions Management System should include measures which enable you to:

- Identify and show when and where your fuel is purchased.
- Demonstrate the efforts you have made to keep any stored fuel free of contamination.
- Ensure that adjustments, maintenance and repairs to vehicles are only undertaken by qualified persons.
- Ensure every vehicle is properly maintained. This includes servicing injectors or injector pumps at intervals recommended by the manufacturer, replacing engine filters in accordance with manufacturers' schedules, undertaking regular oil changes and monitoring engine performance and condition.
- Show that maintenance and repair of each vehicle is continued until the date of its disposal.
- Ensure that vehicles are not blowing smoke.

5.2 Other requirements

In addition to setting up and following your Emissions Management System, and meeting the four Clean Fleet standards, you are responsible for:

- Keeping all relevant records to demonstrate the effective operation of your Emissions Management System and allow your performance to be audited.
- Appointing a suitable employee as the designated manager of the Clean Fleet Program.
- Training all relevant employees, including managers, to ensure they understand your Emissions Management System and have the appropriate knowledge and skills to carry out any tasks given to them.

6.0 Becoming a Clean Fleet Participant

To get started:

1. Read the Participation Agreement (Appendix 1).
2. Fill in the Application Form (Appendix 2).
3. Complete the Self-Assessment Audit Report (Appendix 3).
4. Send the completed Application Form and Self-Assessment Audit Report to:

Vehicle Emissions Management Program

Roads and Traffic Authority
PO Box K198
Haymarket NSW 1240

If your Emissions Management System meets the required standards, you will become a Participant in the Clean Fleet Program.

Within six months of becoming a Clean Fleet Participant an external independent audit by an RTA approved Auditor will be undertaken to ensure that your Emissions Management Systems complies with the Clean Fleet Standards.

When completed, the RTA will provide you with your Clean Fleet promotional materials. You will also be included on the list of Clean Fleet Participants on the RTA's Clean Fleet website.

Accreditation lasts for two years unless an audit recommends it be terminated sooner.

7.0

Maintaining your accreditation

Maintaining your Clean Fleet accreditation involves following your Emissions Management System and complying with the terms and conditions of the program. Performance is monitored through a program of compliance audits.

Within six months of becoming a Clean Fleet Participant, an external independent audit by an RTA approved auditor will be undertaken to confirm that your Emissions Management System complies with the Clean Fleet standards. To maintain your Clean Fleet accreditation a renewal audit will take place after two years and your performance will be assessed. If your performance is satisfactory, your accreditation will be renewed for a further two years.

However, if information is received via an earlier audit report, an emission test report, a compliance statement or a complaint that suggests you may be breaching the Clean Fleet terms and conditions, an immediate audit may be required. Any audit will also include a review of your vehicle maintenance and fuel records.

7.1 Complaint investigation

Complaints alleging non-compliance of a particular vehicle, or the questioning of the overall performance of a Clean Fleet Participant, may be received verbally or in writing from any member of the public (including an officer from the Department of Environment and Conservation (DEC)).

Depending on the nature of the complaint, the following measures may be taken:

- An audit of the vehicle/s in question and the Participant's Emissions Management System.
- Records will be kept of all complaints and any action taken. These incidents may be taken into consideration when renewing accreditation.

Clean Fleet Participants are not exempt from any action the DEC chooses to take in relation to smoky vehicles.

7.2 Emission tests

Random emission testing of your vehicles may be conducted to ensure compliance with the Clean Fleet Standards.

You will be provided with a copy of a report indicating any findings and stating whether any repair, maintenance or other action is recommended.

If vehicles with high emissions are detected, we will work with you to identify and repair the problem. These vehicles may be retested to verify an emission reduction.

Refusal to participate in a random emission test will be considered non-compliance with the program.

7.3 Non-compliance

Non-compliance, depending on the severity and circumstances of the case and the Participant's history, may result in:

- A caution and/or counselling.
- A written notice to take corrective action within a specified period.
- An increase in the frequency of compliance audits.
- Cancellation of accreditation.

You will be given a reasonable opportunity to respond before any of the last two sanctions are imposed.

These sanctions are separate from any penalties imposed for a breach of road transport laws, environmental laws or other laws.

8.0

Exiting the Clean Fleet Program

You can withdraw from the program at any time unless you are a bus operator or waste management collector and being a Participant of Clean Fleet is a requirement of your contract.

You will need to:

- Advise the RTA in writing that you wish to withdraw from the program.
- Remove all Clean Fleet Labels from fleet vehicles.
- Cease using the Clean Fleet logo and all promotional materials.
- Remove all references to the Clean Fleet Program from any signage, stationery, letterheads and advertisements.



Appendix I

Participation Agreement Overview

Clean Fleet Program

This Agreement sets out the full terms and conditions for the Clean Fleet Program.

Participation in the Clean Fleet Program does not exempt Participants from their duty to comply with the requirements of all road transport and environmental legislation.

Commonwealth and New South Wales legislation relevant to vehicle emissions includes:

- Protection of the Environment Operations (Clean Air) Regulation 2002 (NSW);
- Road Transport (Vehicle Registration) Regulation 1998 (NSW); and
- Motor Vehicles Standards Act 1989 (Commonwealth).

Participation Agreement

1. Acceptance of Application

- 1.1 The RTA may in its sole discretion accept or reject any application to participate in the Clean Fleet Program.
- 1.2 If the RTA accepts the Participant's application to participate in the Clean Fleet Program, the Participant:
 - (a) will be authorised by the RTA to use the Clean Fleet Logo and Labels; and
 - (b) will have the rights and obligations set out in this Agreement.

2. Intellectual Property Rights

- 2.1 The Participant acknowledges that this Agreement does not transfer to it any interest, including any Intellectual Property Rights, in the Clean Fleet name and logo, the Clean Fleet Program Materials or any other material provided by the RTA.
- 2.2 If the Participant becomes aware of any actual or suspected infringement of the Intellectual Property Rights in the Clean Fleet name and logo, the Clean Fleet Program Materials or any other material provided by the RTA, it must immediately notify the RTA and must provide all reasonable assistance requested by the RTA in relation to any action the RTA may take.
- 2.3 The Participant acknowledges that the Clean Fleet name and logo are a registered trademark of the RTA.

3. Use of Clean Fleet Materials

- 3.1 The Participant must attach a Label to each of the Participant's Included Vehicles.
- 3.2 The Participant must affix Labels only to Included Vehicles.
- 3.3 The RTA may record the serial numbers of each Label issued to the Participant.
- 3.4 If a Label is lost or destroyed, the Participant may request additional Labels, in writing to the RTA, setting out the circumstances of the loss or destruction.
- 3.5 In the event that an Included Vehicle is sold or otherwise disposed of, the Participant must remove the Label and notify the RTA within 14 days that the vehicle is no longer an Included Vehicle.
- 3.6 In the event that a new vehicle is purchased, the Participant must notify the RTA within 14 days of the details of the vehicle so it may be added to the Participant's list of Included Vehicles. A Label will be issued for the new vehicle.
- 3.7 The Participant may use the Clean Fleet name and logo on Included Vehicles, company livery, building signs, stationary, invoices or business cards.

- 3.8 Where an Included Vehicle operates in a trailer combination for heavy vehicles, Labels must only be attached to the prime mover.
- 3.9 The Participant must not use the Clean Fleet name or logo in a manner that makes it appear that the Participant is the originator of the Clean Fleet Program or that the Clean Fleet name and logo belong to the Participant.
- 3.10 The Clean Fleet name and logo is set out in Schedule 1.
- 3.11 The Clean Fleet name and logo:
 - (a) must only be used together;
 - (b) must not be incorporated as part of the Participant's name or logo;
 - (c) must be shown accurately, in proper proportion and orientation; and
 - (d) must not be incorporated into any other trademark, logo or symbol.

The Participant must not:

- (a) use any trademark or logo which is deceptively similar to the Clean Fleet logo; and
- (b) must not amend or obliterate the mark in any way.

4. Emissions Management System

- 4.1 The Participant must comply with the terms of the Emissions Management System.
- 4.2 The Participant must appoint a suitable person as the designated manager of its Emissions Management System.

5. Emissions

- 5.1 The Participant must comply with the In Service Emission Standards as defined in the National Environment Protection (Diesel Vehicle Emissions) Measure 2001.
- 5.2 The RTA may conduct emission tests on Included Vehicles. Emission testing of all, or a sample, of Included Vehicles may be carried out at the Participant's premises or at other sites notified to the Participant. The Participant will be invited to attend.
- 5.3 If a tested vehicle fails the test, the RTA may require that the Participant:
 - (a) submit to a compliance audit;
 - (b) carry out maintenance or repair as directed;
 - (c) submit to further testing following maintenance or repair.

6. Contractors, employees etc

- 6.1 The Participant must ensure its consultants, subcontractors and employees, do not cause it to be in breach of this Agreement.
- 6.2 The Participant must provide training to all relevant employees, including managers, to ensure that they:
 - (a) understand the terms of this Agreement and the Participant's obligations;
 - (b) understand the Participant's Emissions Management System; and
 - (c) have the necessary knowledge and skills to carry out the tasks given to them.
- 6.3 If the RTA requests, the Participant must ensure that its consultants, subcontractors and employees participate in the Working With or Around Trucks training as directed by RTA.

7. Review and Audit

- 7.1 The Participant must participate in an audit of its documents and records relating to the Clean Fleet Program and its Emissions Management System and its vehicles:
 - (a) within six months of becoming a Clean Fleet Participant;
 - (b) to renew participation in the Clean Fleet Program; and
 - (b) upon RTA's request.
- 7.2 Compliance audits are to be conducted by an RTA approved Auditor.
- 7.3 The Participant must provide the RTA or its nominee access during the Participant's usual business hours to the resources, facilities, personnel and premises used by the Participant and any other documentation relating to the Clean Fleet Program for the purpose of assessing the Participant's compliance with any Laws, or its obligations under this Agreement.
- 7.4 The Participant must cooperate fully, and must ensure that all Personnel cooperate fully, in any inspection including by answering all reasonable questions of the RTA or its representative.
- 7.5 If an inspection reveals that the Participant is not complying with any relevant Law, any audit requirement or otherwise with this Agreement, the Participant must:
 - (a) promptly take such action as is necessary to remedy the non-compliance to RTA's satisfaction; and
 - (b) provide evidence of the remedy to RTA.

8. Term and Termination

- 8.1 This Agreement commences on the Start Date.
- 8.2 Subject to extension or termination in accordance with the terms of this Agreement, the Agreement will remain in force until the End Date.
- 8.3 If by notice at least 90 days before the End Date, the Participant requests the RTA to extend the term of this Agreement, the RTA may specify certain actions which must be undertaken prior to any extension. Such actions may include:
 - (a) arrange for an audit of the Participant's Emissions Management System;
 - (b) undergoing emissions tests as directed by the RTA;
 - (c) the Participant's compliance with the emission related provisions in the Protection of the Environment Operations (Clean Air) Regulations 2002 (NSW);
 - (d) satisfactory completion and submission of an application as directed by the RTA;
 - (e) revisions as directed to the Emissions Management System.
- 8.4 Upon completion of the actions specified by RTA under clause 8.3, RTA may by notice extend the term of this Agreement by an additional period of 2 years from the End Date.
- 8.5 Either the RTA or the Participant may terminate this Agreement without cause by 7 days written notice to the other party.
- 8.6 Termination of this Agreement is without prejudice to any accrued rights or remedies of the parties.
- 8.7 Within 7 days of termination of this agreement the Participant must:
 - (a) remove the Clean Fleet logo and all references to the Clean Fleet Program from signage, vehicles, company livery, building signs;
 - (b) destroy all Labels, stationary, letterhead, advertisements, and business cards bearing reference to Clean Fleet; and
 - (c) provide a letter of confirmation from your Chief Executive or General Manager to the RTA confirming that it has complied with all requirements of this clause.

9. Indemnity

- 9.1 The Participant indemnifies the RTA its contractors, employees and agents from and against all Loss arising out of or in connection with the Clean Fleet Program and the Participant's participation in the Clean Fleet Program.

9.2 The Participant's liability to indemnify the RTA is reduced proportionally to the extent that a malicious or negligent act or omission by the RTA or a breach of this Agreement by the RTA has contributed to the Loss.

10. Dispute Resolution

10.1 If a dispute or difference arises out of, or in connection with, this Agreement or its subject matter:

- (a) the parties agree to use all reasonable endeavours to resolve the dispute speedily by good faith negotiation between the RTA Representative and the Participant Representative (First Stage Discussions);
- (b) if the dispute has not been resolved within 20 Business Days after commencement of First Stage Discussions, the RTA Clean Fleet Administrator and the Chief Executive of the Participant must promptly hold good faith discussions to attempt to resolve the dispute (Second Stage Discussions);
- (c) if the dispute has not been resolved within 20 Business Days after commencement of Second Stage Discussions, the matter is referred to the Manager, Vehicle Emissions Management Program of the RTA. The Manager, Vehicle Emissions Management Program or their delegate will review the matter and advise the Participant and RTA Clean Fleet Administrator of the decision. The decision of the Manager, Vehicle Emissions Management Program or their delegate will be final; and
- (d) each party must continue to perform its obligations under this Agreement despite the existence of a dispute or the operation of this dispute resolution process.

11. Media Releases and Enquiries

11.1 The Participant must seek RTA's written approval to:

- (a) any press release or advertisement arising out of or in connection with the Agreement, RTA or the Clean Fleet Program; or
- (b) the release for publication of any information, publication, document or article concerning this Agreement, the RTA or Clean Fleet Program.

11.2 The Participant must refer any media enquiries concerning the Agreement, RTA or Clean Fleet Program to the RTA's Representative.

12. Confidential Information

12.1 Obligations about Confidential Information

- (a) The Participant must:
 - (1) keep confidential any Confidential Information supplied or disclosed to it by the RTA or obtained under or

in connection with this Agreement and must not use or disclose such information or any part of it to any person without the prior written consent of the other party.

- (2) use any Confidential Information supplied or disclosed to it by the RTA solely for the fulfilment of its obligations under this Agreement for no other purpose.
- (b) The restrictions in clause 12.1 (a) do not apply to information to the extent that the Participant is obliged by law or a court order to disclose the Confidential Information.
- (c) The Participant must take all steps and do all things necessary, prudent or desirable to keep confidential the Confidential Information.
- (d) The Participant must not use, reproduce or distribute the Confidential Information except in accordance with this Agreement.
- (e) The Participant must ensure that its employees, agents, contractors and sub-licensees keep the Confidential Information confidential.

13. General

13.1 The Participant must notify the RTA of any proposed merger or amalgamation of the Participant with any other entity as soon as possible after the Participant becomes aware of the proposed merger or amalgamation; and

13.2 The Participant must notify the RTA immediately if it becomes aware of any inaccuracy, incompleteness or change in the information, which it has provided in the Application Form.

13.3 The Participant must comply with all reasonable directions of the RTA.

13.4 All notices to be given under this Agreement must be in writing and delivered in person or by registered post to:

- (a) in the case of the Participant to the Participant Representative; and
- (b) in the case of the RTA to the RTA Representative;
- (c) or to such other address as a party notifies to the other party as its address for notices.

13.5 Any notice will be deemed to have been served:

- (a) where the notice is delivered in person, on the date it is delivered; or
- (b) where the notice is posted, on the third Business Day after the notice has been posted.

13.6 The Participant may not assign, sub-contract or otherwise transfer any or all of its rights or obligations under this Agreement.

- 13.7 Nothing in this Agreement will create, or be deemed to create, a partnership or a relationship of principal and agent between the parties. Neither party may in any way represent itself as an agent of the other and neither party will have authority to enter into any obligations on behalf of the other or to bind the other in any way.
- 13.8 No delay, neglect or forbearance by either party in enforcing any provision of this Agreement will be deemed to be a waiver of or in any way prejudice any rights of that party.
- 13.9 This Agreement contains the entire agreement between the parties with respect to the subject matter of this Agreement, and supersedes all previous agreements and understandings between the parties with respect to its subject matter, and may not be modified except by an instrument in writing signed by a duly authorised representative of each party.
- 13.10 This Agreement must not be varied without the agreement in writing of both parties.
- 13.11 If any aspect of this Agreement is found to be invalid, illegal or unenforceable this will not affect the validity of any other part of this Agreement. In such case this Agreement will be construed and enforced as if it did not contain the invalid, illegal or unenforceable provision or part thereof.
- 13.12 This Agreement will be governed by and construed in accordance with the laws of New South Wales. Each party submits to the exclusive jurisdiction of the Courts of New South Wales.

14. Definitions

In this Agreement:

Agreement means this Clean Fleet Program Participation Agreement, including the schedules and annexures (and for the avoidance of doubt, including the completed and approved Application Form).

Application Form means the application form in respect of Clean Fleet Program Participation Agreement completed by the Participant and approved by the RTA.

Auditor means a person who is not the Participant or an employee of the Participant and who is:

- a competent and experienced auditor to whom the RTA does not object; and
- otherwise approved by the RTA.

Business Day means any day other than a Saturday, Sunday or public holiday in New South Wales.

Clean Fleet Standards means the Clean Fleet Program standards set out in *Clean Fleet – What you need to know to join the RTA's Clean Fleet Program*.

Confidential Information means any information disclosed by the RTA or obtained or created by the Participant under or in connection with this Agreement that is:

- (a) by its nature confidential; or
- (b) designated as being confidential by the RTA; or
- (c) Personal Information

whether the information is oral or in writing, or derived from information obtained from the RTA under this Agreement.

Emissions Management System means the emissions management system agreed between the Participant and the RTA.

End Date means the date stated by RTA in the Application Form as the end date.

Included Vehicles means the Participant's diesel vehicles included by the RTA in the Clean Fleet Program.

In-Service Emission Standards means In-Service Emission Standards as defined in the National Environment Protection (Diesel Vehicle Emissions) Measure 2001.

Intellectual Property Rights means intellectual property rights or other proprietary rights including copyright, design rights, registered designs, rights in databases, trademarks (registered or unregistered) and rights to apply for registration at any of the foregoing anywhere in the world.

Label means a Clean Fleet Program label issued by the RTA.

Law means any law, regulation, government policy or ministerial direction.

Loss means any costs, claims, expenses, proceedings, damages, loss (whether direct, indirect or consequential) or loss of profits suffered or incurred by a party.

Participant means the party to this Agreement who is authorised by the RTA to participate in the Clean Fleet Program in accordance with the terms of this Agreement.

Participant Representative means the Participant Representative identified in the Application Form, or as notified from time to time by the RTA.

Personnel means employees, officers, contractors and agents of the Participant.

RTA Clean Fleet Administrator means the RTA Administrator who manages the Clean Fleet Program including the acceptance of Applicants into the Program and the administration of Participants and Auditors.

RTA Representative means the RTA Representative identified in the Application Form, or as notified from time to time by the RTA.

Start Date means the date stated by the RTA in the Application Form as the Start Date.

15. Interpretation

The clause headings and subheadings in this Agreement do not form part of this Agreement and will not be used in its interpretation.

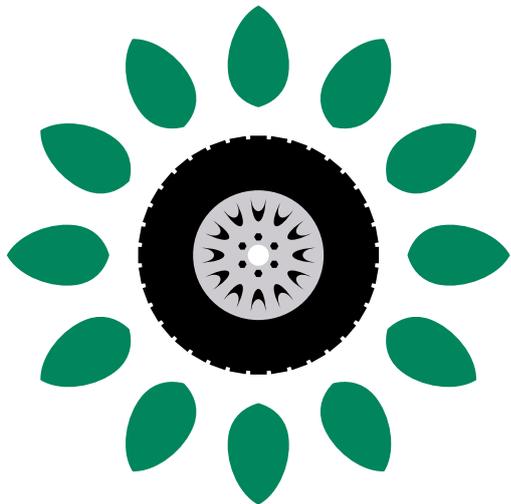
In this Agreement:

- (a) a reference to a party includes its employees, agents, and subcontractors;
- (b) other parts of speech and grammatical forms of a word or phrase defined in this Agreement have a corresponding meaning;
- (c) a reference to a statute, regulation, proclamation, ordinance or by law includes all statutes, regulations, proclamations, ordinances or by-laws amending, consolidating or replacing it, whether passed by the same or another Governmental Agency with legal power to do so, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute;
- (d) 'includes,' and other similar expressions, are not words of limitation.

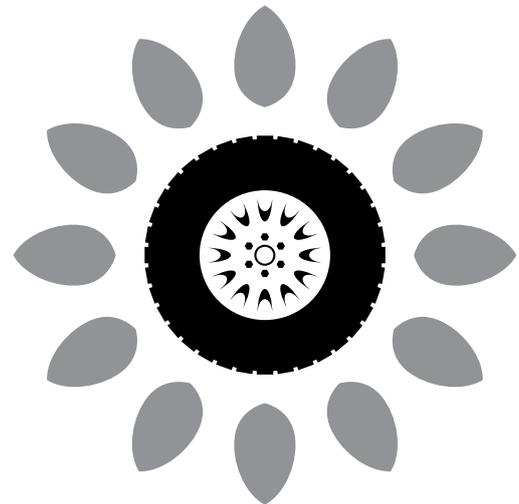
Schedule I

Clean Fleet logo

The Clean Fleet logo is set out below. It may only be reproduced in accordance with the RTA style guide. The guide will be provided with the Clean Fleet promotional materials.



CLEAN FLEET



CLEAN FLEET



Appendix 2

Application form

Clean Fleet Program

Clean Fleet Program

Application form

To apply to become a Participant in the Clean Fleet Program, fill in the details below and return it to the RTA. Following agreement on the terms of the Emissions Management System, the RTA will advise the Participant Representative if the Application is accepted or rejected, the Start Date, and End Date.

Company name

ABN

RTA customer number/s

Note: This number is the number that appears on your vehicle registration papers. You may have several different customer numbers.

Street address

Mailing address

Workshop depot's address

Company representative details

First name

Surname

Position

Email address

Telephone number

Audit details

A Self-Assessment Audit has been completed

By: Name

On: Date of audit

Privacy notice

The above information about you is being collected, and will be held, by the RTA of 260 Elizabeth Street, Surry Hills NSW for the purposes of administering the Clean Fleet Program. The provision of the information is voluntary, however failure to provide the information, or any part of it, may mean that the Participant will not be accepted to participate in the Clean Fleet Program. The information may be disclosed by the RTA to third parties to verify the information, to administer the Clean Fleet Program, for the purposes of law enforcement, or as otherwise permitted under the Privacy and Personal Information Protection Act 1998 (NSW) [PPIP Act]. Under the PPIP Act you have rights to access and correct your personal information.

Agreement

I confirm that the information in this application about the applicant is accurate and complete and that:

- (a) I have read the above privacy notice.
- (b) I am authorised to bind the Participant.
- (c) The Participant agrees to be bound by the Clean Fleet Program terms and conditions.

Signature

Date

Company



Appendix 3

Audit report

Clean Fleet Program

Clean Fleet audit report

Self-Assessment Audit Undertaken by:	
Organisation name	
ABN	
Street address	
Postal address	
Emissions Manager Contact name and position	
Telephone	Fax
Email	
Date of assessment	
Assessed site/s address	1
	2
	3
	4
	5

Standards audited	
Clean Fleet Standard 1: Clean fuel	tick
Clean Fleet Standard 2: Engine settings	tick
Clean Fleet Standard 3: Maintenance schedules and methods	tick
Clean Fleet Standard 4: Fault identification and repair	tick

Clean Fleet Standard I

Clean fuel

Fuel used by vehicles must be free from contamination and must meet national fuel quality standards.

What the standard means:

- The operator should be able to identify when and from whom fuel is purchased.
- If the fuel is stored, the operator should be able to demonstrate the efforts made to keep the fuel free of contamination.
- If fuel additives are used, the operator should also be able to demonstrate that the additives do not adversely affect emission performance.

Fuel is usually obtained in one of two ways:

- 1 Purchased at a roadside outlet.
- 2 Bought in bulk and stored.

1. Fuel purchased at a roadside outlet

- Fuel must only be purchased from reputable and legitimate fuel suppliers.
- Evidence of purchase must be retained.

The table below outlines possible ways of demonstrating compliance with the Clean Fuel Standard if fuel is purchased from a roadside outlet:

Possible methods of demonstrating compliance	Possible points of focus
<ul style="list-style-type: none"> • Descriptions or methods for purchasing and supportive documentation demonstrating where fuel purchases are made. 	<ul style="list-style-type: none"> • Review evidence, records and speak with personnel.
<ul style="list-style-type: none"> • Evidence of a documented instruction only to purchase fuel from known or reputable outlets. 	<ul style="list-style-type: none"> • Sight written policy.
<ul style="list-style-type: none"> • Records of all fuel purchases, including from whom and when the fuel was purchased. 	<ul style="list-style-type: none"> • Sight record of fuel purchases, receipts or entry into vehicle log book etc.

2. If fuel is purchased in bulk/stored:

- Fuel must only be purchased from reputable and legitimate fuel suppliers.
- Fuel must be stored free of water and contaminants.

The table below outlines possible ways of demonstrating compliance with the Clean Fuel Standard if fuel is purchased in bulk/stored:

Possible methods of demonstrating compliance	Possible points of focus
<ul style="list-style-type: none"> • Descriptions or methods for purchasing and supportive documentation indicating where purchases are made. 	<ul style="list-style-type: none"> • Review documentation including procedures manual and invoices or delivery dockets.
<ul style="list-style-type: none"> • Method(s) to monitor the quality of fuel purchased. 	<ul style="list-style-type: none"> • Evidence of any testing procedures, and the frequency of testing.
<ul style="list-style-type: none"> • Procedures described or evidence provided to ensure that bulk fuel storage is not contaminated (eg by water and algae). 	<ul style="list-style-type: none"> • Sight procedures manual. • If anything is added to the fuel, is there a written policy of when, why and how fuel additives are to be used, or is fuel to be mixed? • Filters on bowsers? • Policy of filling tanks to the top? • Tank and fuel conditions monitoring.

Clean Fleet Standard 2

Engine settings

Engines and emissions control systems must be set to manufacturers' specifications, particularly fuel pumps and injection timings.

What the standard means:

The operator must provide evidence that the vehicles are systematically checked to ensure that engines and emission control systems are set to manufacturers' specifications. This will be through a series of work schedules addressing the engine settings, injector pump adjustments and the correct timing according to the individual requirement of the make and model of the vehicle.

There are two main Clean Fleet issues that need to be addressed to meet this standard:

- 1 Engine settings and emission control systems must be checked and set to manufacturers' recommendations.
- 2 Staff should be aware of the consequences of tampering with engine settings and emission controls.

The table outlines below possible ways of demonstrating that engine settings and emission control systems are checked and set to manufacturers' recommendations:

Possible methods of demonstrating compliance	Possible points of focus
<ul style="list-style-type: none"> Descriptions of system or methods used to check and properly set engine settings (ie. settings could typically be checked as part of scheduled 'C' service). 	<ul style="list-style-type: none"> Is there documentary evidence that engine operations, including the cooling, fuel and lubricating systems as well as any after market accessories (if fitted), are kept as per the manufacturers recommendations?
<ul style="list-style-type: none"> Evidence that workshop or maintenance providers use reference tables, manuals or wall charts that identifies the make and model of vehicles and the required engine settings including valves, injector pump timing and emission control device for each. 	<ul style="list-style-type: none"> Evidence of tables or workshop manual. Are the manuals kept up-to-date?
<ul style="list-style-type: none"> Demonstrate personnel involved with maintenance in the organisation are aware of the contents of these tables/manuals and how to access them. 	<ul style="list-style-type: none"> Do the mechanics have access to repair and maintenance technical information? Is the required information or manuals kept for each type of vehicle in the fleet? Evidence that the tables/manuals are used.
<ul style="list-style-type: none"> Charts and technical manuals are checked for relevance and updates on a regular and planned basis. 	<ul style="list-style-type: none"> Evidence of charts and manuals are maintained.
<ul style="list-style-type: none"> Training or instruction provided to personnel in diesel emissions awareness. 	<ul style="list-style-type: none"> Evidence of training.
<ul style="list-style-type: none"> Are adjustments and repairs to engines only undertaken by persons having suitable credentials and experience to competently complete these tasks. 	<ul style="list-style-type: none"> Evidence of qualifications.

The table below outlines possible ways of demonstrating that staff are aware of the consequences of tampering:

Possible methods of demonstrating compliance	Possible points of focus
<ul style="list-style-type: none"> Having an 'Anti Tampering' policy. 	<ul style="list-style-type: none"> Does the operator have a written policy prohibiting unauthorised modifications or adjustments? View the documented instruction/'Anti-Tampering' policy.
<ul style="list-style-type: none"> Making the staff aware of the 'Anti Tampering' policy. 	<ul style="list-style-type: none"> Having a memo or instruction sheet. Minutes from a Toolbox meeting.

Clean Fleet Standard 2

Engine settings

Operator assessment

Description of Engine Settings procedures (Emissions Management System for Standard 2)

Description of Anti Tampering procedures

Clean Fleet Standard 3

Maintenance schedules and methods

Regular servicing to set maintenance schedules.

What the standard means:

Evidence that the vehicles are systematically maintained. This will be through a series of work schedules relevant to various vehicle and system components. Within the maintenance schedules, and available to the maintenance provider, will be a description of the tasks for the inspection, service, repair or replacement of components utilised within the vehicle.

There are six main Clean Fleet issues that can be addressed to meet this standard:

- I Vehicles must be serviced at scheduled intervals based on manufacturer's recommendations or the default maintenance schedule outlined below.

- 2 The maintenance action must be performed within one month of the specified time, or within 5000 km or 10% of the specified distance (whichever is the greater).
- 3 System must be able to determine which vehicles are scheduled for which type of service.
- 4 The record keeping system(s) or methods need to monitor service and maintenance schedules.
- 5 Records need to be preserved and be accessible for audit.
6. Monitoring that the maintenance schedules and methods are maintaining appropriate emissions standards.

The table below outlines possible ways of demonstrating the service intervals:

Possible methods of demonstrating compliance	Possible points of focus
<ul style="list-style-type: none"> • Description of the maintenance system and intervals. 	<ul style="list-style-type: none"> • Documentary evidence that the vehicle is maintained in accordance with schedules.

The table below outlines possible ways of demonstrating systems for determining service types:

Possible methods of demonstrating compliance	Possible points of focus
<ul style="list-style-type: none"> • Descriptions of service tasks and pre-set intervals (ie. A, B, C services that specify different maintenance levels). 	<ul style="list-style-type: none"> • Demonstrate that maintenance schedules provide for: <ul style="list-style-type: none"> • Rebuilding or replacing injectors. • Checking and setting injection timing. • Rebuilding or adjusting fuel pump. • Replacing oil, fuel and air filters. • Oil changes. • Inspection and adjustment of valves. • Monitoring of engine performance and condition.
<ul style="list-style-type: none"> • Evidence that outsourced maintenance requires that vehicles be maintained in accordance with your Emission Management System. 	<ul style="list-style-type: none"> • Evidence of maintenance agreement including service tasks and schedules.

The table below outlines possible ways of demonstrating the record keeping system(s) or methods used to monitor service and maintenance schedules:

Possible methods of demonstrating compliance	Possible points of focus
<ul style="list-style-type: none"> • Preserved records demonstrate the effective operation of the Emission Management System including: <ul style="list-style-type: none"> • Records stored on computer system. • Records stored in filing cabinets. 	<ul style="list-style-type: none"> • Evidence that compliance with maintenance schedules is monitored.



The table below outlines possible ways of demonstrating that documents are preserved and are accessible for audits:

Possible methods of demonstrating compliance	Possible points of focus
<ul style="list-style-type: none"> Records are able to be accessed and reviewed. 	<ul style="list-style-type: none"> Check that historic vehicle maintenance data is easily retrievable.

The table below outlines possible ways of demonstrating that the maintenance schedules and methods are maintaining appropriate emissions standards:

Possible methods of demonstrating compliance	Possible points of focus
<ul style="list-style-type: none"> Periodic reviews demonstrating the Emission Management System (EMS) continues to comply with the emission standards. For example: <ul style="list-style-type: none"> Vehicle count to ensure all are included in the EMS. Occasions where poor quality fuel was identified as the cause of a smoky vehicle. Occasions where engine settings were identified as the cause of a smoky vehicle. The number of services or maintenance work not carried out at the scheduled intervals. The number of employees trained in the EMS. 	<ul style="list-style-type: none"> Are vehicle counts undertaken? Is a visual 'smoke test' an item on the maintenance schedule? Is the smoke test a recognised test such as the 'snap idle test'? Does the operator conduct a fuel/oil consumption analysis? Is a system in place to monitor when injectors or injector pump have been removed and replaced and the reasons why this has been done. Are training records kept for all maintenance staff?

Default maintenance schedules for Clean Fleet Standard 3

The schedules below are to be followed when you are not using the manufacturer's specifications for engine maintenance.

Schedule 1

Vehicles greater than 16 tonnes GVM travelling more than 80,000 km/year

Maintenance items	Maintenance action	Interval period
Oil/Oil filter	Replace	20,000 km
Fuel filter/s	Replace	20,000 km
Air filter	Inspect and clean or replace	20,000 km
Valves	Inspect and adjust	200,000 km
Injectors	Rebuild or replace	600,000 km
Fuel pump	Rebuild and adjust	800,000 km
Injection timing	Check and set	400,000 km

Schedule 2

Vehicles greater than 16 tonnes GVM travelling less than 80,000 km/year

Maintenance items	Maintenance action	Interval period (whichever occurs first)
Oil/Oil filter	Replace	15,000 km / 6 months
Fuel filter/s	Replace	15,000 km / 6 months
Air filter	Inspect and clean or replace	15,000 km / 6 months
Valves	Inspect and adjust	12 months
Injectors	Rebuild or replace	300,000 km
Fuel pump	Rebuild and adjust	500,000 km
Injection timing	Check and set	250,000 km

Schedule 3

Vehicles up to and including 16 tonnes GVM travelling any distance

Maintenance items	Maintenance action	Interval period (whichever occurs first)
Oil/Oil filter	Replace	10,000 km / 3 months
Fuel filter/s	Replace	20,000 km / 6 months
Air filter	Inspect and clean or replace	10,000 km / 3 months
Valves	Inspect and adjust	30,000 km / 6 months
Injectors	Rebuild or replace	200,000 km
Fuel pump	Rebuild and adjust	200,000 km
Injection timing	Check and set	20,000 km / 6 months

Clean Fleet Standard 3

Maintenance schedules and methods

Operator assessment

Description of maintenance schedules and procedures (Emissions Management System for Standard 3)



Clean Fleet Standard 4

Fault identification and repair

Identification, recording, assessment and action on emission contributing faults.

What the standard means:

The Emission Management System must have a method of identifying, recording, assessing and taking action on reported Emission Management System faults from any source (ie. driver, maintenance provider, manager or public complaint) to ensure the prompt repair of the fault.

Participants must have a system where faults are reported and acted upon as quickly as possible.

The table below outlines possible ways of demonstrating compliance with a fault reporting system:

Possible methods of demonstrating compliance	Possible points of focus
<ul style="list-style-type: none">• Description of maintenance system or method.• Evidence the system has a method or procedure to identify, record and assess the nature of an emission related fault and its repair. Examples of fault identification procedures include:<ul style="list-style-type: none">• A smoke check of the vehicle.• Procedures to identify excessive fuel, oil, water consumption and engine deterioration.• Procedures to identify the cause of a loss of vehicle power.• Drivers' Defective Vehicle Service Report form (DVSR).• Demonstrative evidence that at the completion of the repair, records show the nature of the repair and verify problem(s) causing increased emissions have been resolved.	<ul style="list-style-type: none">• Is there a procedure that outlines how to identify and assess the nature of an emissions related fault?• Is there a procedure for recording emission-contributing faults, and for signing off that the vehicle has been repaired?• Is there a procedure that outlines the use of the drivers' Defective Vehicle Report?

Clean Fleet Standard 4

Fault identification and repair

Operator assessment

Description of fault reporting system (Emissions Management System for Standard 4)





For further enquiries:



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CLEAN FLEET



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