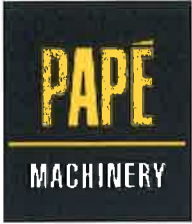


**Clatsop Power Equipment, Inc.**



**Oregon Equipment Dealers Oppose HB 2688**

*“Right to Repair” legislation creates safety, environment, and liability issues for the off-road equipment industry*

Equipment dealers in Oregon are unified in their opposition to Right to Repair legislation which would allow for unfettered access to the software that governs on-board technology on equipment. We believe this legislation is overly-broad in scope, and unnecessary in light of the commitment our industry has made to users.

We represent agricultural, construction, industrial, outdoor power and rental equipment dealers whose vast contributions enhance the economy of this state. The equipment industry supports 13,107 jobs in Oregon, generating \$797 million in wages each year. The industry contributes \$1.2 billion to the state GDP, and \$228 million in annual tax revenue.

Equipment manufacturers and dealers have a shared incentive with their customers to minimize downtime and maximize productivity. The industry has invested in cutting-edged innovations that incorporate the latest technology, as well as training and support for the skilled technicians who service equipment.

Manufacturers and dealers have made an industry commitment to make available the tools equipment owners need to navigate onboard technology. By 2021, users will have access to repair and diagnostic tools that will empower them to make decisions about maintaining and repairing their own equipment. A number of manufacturers already make many of these tools and materials available. You can learn more at: <http://www.r2rsolutions.org/>

**FISCHER MILL SUPPLY, INC.**



**EquipmentDealers ASSOCIATION**



### The Right to Repair is not a Right to Modify

Proponents of Right to Repair have advocated for overly-broad laws that will allow unfettered access to the software that governs on-board technology on equipment. Giving access to the source code will not only undermine manufacturers' innovation and intellectual property rights, it will risk allowing modifications that run afoul of safety and emissions requirements for the equipment. Modifications also create unknown liability issues for the individuals modifying the code, dealers who subsequently trade-in modified equipment for resale, as well as subsequent owners of modified equipment.



Our commitment to customer support is an appropriate solution that makes so-called "Right to Repair" legislation unnecessary. We invite you to visit any of our dealerships or join us for an onsite demonstration on the use of these tools.

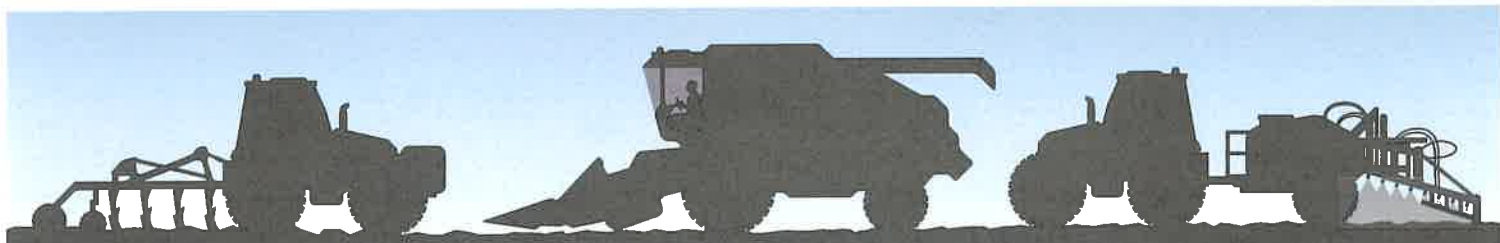


Respectfully,

Oregon Equipment Dealers







# MANUFACTURERS AND DEALERS SUPPORT COMMONSENSE REPAIR SOLUTIONS

**F**arm equipment manufacturers and their dealers support their customers by working to maximize productivity and reduce downtime for machinery.

That is why farm equipment manufacturers and dealers are **making a commitment** to make available a comprehensive toolkit of maintenance, diagnostic and repair information for tractors and combines by 2021.

While much of this information is already available, manufacturers and dealers are going the extra step to provide end users with **commonsense solutions** to perform basic maintenance and repairs, or determine when to involve a dealer in more complex repairs.

## By model year 2021, manufacturers and dealers will make available:

- Manuals (Operator, Parts, Service)
- Product Guides
- Product Service Demonstrations, Training, Seminars, or Clinics
- Fleet Management Information
- On-Board Diagnostics via in-cab display or telematics interface
- Electronic Diagnostic Service Tools, and training on how to use them
- Other publications with information on service, parts, operation, and safety

## RIGHT TO REPAIR ≠ RIGHT TO MODIFY

This commitment ensures that farmers and ranchers have the tools they need – and have asked for – to perform basic service, maintenance and repairs. Overly-broad “Right to Repair” legislation is not only unnecessary – it would risk the safety, durability and environmental sustainability of equipment.

To encourage innovation and ensure regulatory compliance, manufacturers and dealers will not allow for:

- Resetting immobilizer systems or other security-related electronic modules;
- Reprogramming electronic control units or engine control units;
- Changing equipment or engine settings that affect emissions or safety compliance;
- Downloading or accessing the source code of any proprietary embedded software or code

**LEARN MORE. VISIT [WWW.R2RSOLUTIONS.ORG](http://WWW.R2RSOLUTIONS.ORG)**



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## **EPA COMPLIANCE GUIDELINES FOR EQUIPMENT SALE, REPAIRS AND TRADE**

### **New Engines**

Dealers selling new engines are treated the same as manufacturers under Environmental Protection Act (EPA) regulations. This means that dealers of new engines are held to the same standards as manufacturers under the Clean Air Act (CAA). New engines produced and sold must meet strict emissions standards set forth in the CAA. The potential penalty for selling a new engine that does not conform to the emissions regulations are severe. The penalty can run up to \$44,539 for each piece of equipment in violation. In order to avoid these penalties, we suggest the following:

- **Verify that each motor is covered by a Certificate of Conformity (COC).**

The CAA prohibits manufacturers and dealers from distributing into commerce, selling, offering for sale, or delivering for introduction into commerce any new motors manufactured (after the effective date listed below) unless the motor is covered by a certificate of conformity (COC).

If for some reason a new engine comes into your dealership that does not comply with the regulations or does not have the COC, you must ensure it is compliant, has the proper COC as well as any other required labels or tags before it is sold.

- **For new equipment there should be a label or tag signifying the COC on the engine or part.**
- **Do not alter or “improve” the new motor in any way prior to sale.**

Keep in mind that any removal or addition of a device or part that would affect emissions on an engine would result in a violation. The penalty for each part found to impair, disable, or defeat emission control can run up to \$4,454.



### **Trade-Ins**

The CAA doesn't address trade-in recipients explicitly, however the regulation for defeat devices are still applicable. Upon reception of a trade-in or prior to executing a trade, we recommend the following:

- **Do a review of the engine and ensure that there haven't been any defeat devices or other items used to impair, disable, or bypass emissions control installed.**
- **Consider utilizing an EPA compliance form for potential trade-in customers.**

Ask the trade-in customer to attest that:

- o The equipment they are selling is in compliance with EPA regulations; and/or
- o That it has not been modified to violate EPA regulations from its original purchased state;
- o That they will indemnify the dealer for any claims arising from the resale of the equipment (if permitted/advisable in your state).

- **In order to avoid penalties and maintain reputable standards, make sure all used engines sold also comply with CAA regulations.**

A dealer can sell a trade-in with a defeat device installed but the value of the equipment will be less because of the need for someone to fix that problem or face penalties if the equipment is non-compliant.



## Maintenance of Engines

When it comes to performing maintenance and repairs on engines, emission control regulations still apply. The CAA has specific regulations regarding maintenance and repair. In order to comply with these regulations and avoid penalties, we suggest the following:

- **The best practice is always to try to keep the engine in the same condition it was from the factory. Tampering with emissions systems is illegal.**

Any different or "upgraded" parts may affect emissions and can be a violation.

- **It is recommended that any change or substitution of parts are supported by documentation to verify that the change will not affect emissions. Dealers should keep records to demonstrate compliance.**

Records should include:

- o Description of the repair;
- o Description of the parts which were removed; and
- o Description of the EPA compliant replacement or substitution.

- **Like with new engines, any device or part that is used which may impair, defeat, or disable emission control are strictly prohibited.**

- **If there is an emissions label on any device or part, it needs to remain intact and up to date with accurate information.**

These labels cannot be removed or altered. If the part they are on needs to be replaced, you must get a duplicate of the original label installed by the certifying manufacturer or another authorized person. Typically, these labels are permanently attached to parts that normally don't need replaced.

- **Installing any defeat devices, bypassing or tampering with emissions systems is illegal.**

The potential penalty for installing or failing to remove a defeat device during maintenance could be severe. The penalty can run up to \$44,539 for each piece of equipment in violation.

Presented by members of the Industry Relations Task Force (IRTF)

DEEP SOUTH  
EQUIPMENT DEALERS ASSOCIATION



FAR WEST  
EQUIPMENT DEALERS ASSOCIATION

IOWA - NEBRASKA  
EQUIPMENT DEALERS  
ASSOCIATION



Midwest-South Eastern  
EQUIPMENT DEALERS  
ASSOCIATION

eda



WESTERN  
Equipment Dealers Association

Please note that this handout is a general summary prepared by EDA's General Counsel, Natalie Higgins, to give guidance on the topic of EPA compliance. It does not attempt to cover your specific situation or detail all potential situations. Before determining a course of action, we encourage you to review this with the attorney of your choice for a specific assessment of your situation.