

CHAPTER 9: LAWN AND GARDEN EQUIPMENT REPLACEMENT

This chapter describes the minimum criteria and requirements for the Carl Moyer Memorial Air Quality Standards Attainment Program (Moyer Program) Lawn and Garden Equipment (L&GE) replacement projects. L&GE replacement provides a streamlined approach to reduce emissions from certain small off-road engines (SORE) by replacing existing combustion L&GE with cordless, zero-emission electric L&GE. Zero-emission electric L&GE are not required for use by end users, so the emission benefits are surplus. The Moyer Program provides funding for vouchers to offset part of the cost of the replacement electric L&GE.

A. Projects Eligible for Funding

New Replacement Cordless, Zero-Emission Electric L&GE Purchase: The purchase of new cordless, zero-emission electric L&GE to replace the existing combustion L&GE that is to be scrapped is eligible for funding under this program. Eligible equipment categories are listed in Table 9-1.

Averaging, Banking, and Trading Program Exclusion:

An applicant who uses project funds under the Program to acquire cordless zero-emission L&GE, is precluded from relying upon the equipment or the related emission reductions as credits or offsets under any state or federal emissions averaging, banking, or trading program.

B. Maximum Eligible Funding Amounts

This chapter is open to residential and commercial applicants. Commercial applicants must provide information with supporting documenting consistent with section C.5.(D) to be eligible for the maximum commercial funding amount in Table 9-1.

Table 9-1

**Maximum Eligible Funding Amounts
(Dollars)**

Equipment	Residential Grant Amount	Commercial Grant Amount
Chainsaws/Trimmers/Edgers/ Brushcutters	\$300	\$700
Leaf blowers/Vacuums	\$200	\$1,400
Walk Behind Lawn Mowers	\$330	\$1,500
Ride-on or Stand/Sit Mowers	\$2,000	\$15,000

1. Eligible Project Costs.

- (A) Batteries acquired as a part of the zero-emission L&GE purchase.
- (B) Charging cable acquired as a part of the zero-emission L&GE purchase.
- (C) Districts have the discretion to allow the purchase of additional batteries or charging cables.
- (D) The total voucher amount must be less than or equal to 100 percent of the total purchase costs.
- (E) For example, if a commercial applicant buys one leaf blower, two batteries, and one charging cable and the total cost of all four combined is above \$1,400, the voucher will be capped at \$1,400 and the applicant will pay the remaining balance out of pocket. Alternatively, if a commercial applicant buys one leaf blower, two batteries, and one charging cable and the total cost of all four combined is \$1,000, the voucher will be capped at \$1,000.

2. Co-Funding.

As allowed under Chapter 2, Sections I, N, or O, an air district may contribute additional non-Moyer Program funds towards the purchase of L&GE. The sum of all Moyer Program funds, including but not limited to, air district match funds and local Assembly Bill (AB) 923 funds, cannot exceed voucher amounts in Table 9-1.

- (A) Air districts must follow co-funding procedures per Chapter 3, Section L. Co-funding Moyer Program Projects with Other Funding Sources, except section 3. Mitigation Funds.
- (B) Air districts have the discretion to waive section 5. Applicant Cost Share when funding small business applicants as defined in the air district requirements in section C.5, and the District's Policies and Procedures (P&P).

3. Moyer Match Funds.

Moyer Match Funds are funds under an air district's budget authority that will be applied towards eligible Moyer Program projects in accordance with the matching requirements of the program. See Health and Safety Code section 44287(c) and 44287.2(c). All Moyer Program funds, including but not limited to, air district match funds and local AB 923 funds must be included in voucher amounts and cannot exceed funding amounts in Table 9-1.

C. Project Criteria

The criteria listed below are the minimum requirements for L&GE replacement project participants (both individual and business applicants). All projects must also conform to the following requirements:

- Chapter 2: General Criteria except for the following Sections:
 - P – Applicant cost share
 - U – California Air Resources Board (CARB) verification and certification of technology
- Chapter 3: Program Administration, except for the following Sections:
 - S. Project Application Requirements
 - W. Project Pre-Inspection
 - X. Project Post-Inspection
 - Y. Project Invoice and Payment
 - Z. Grantee Annual Reporting
 - AA. Air District Audit of Projects
 - BB. Nonperforming Projects
 - and as noted elsewhere below

1. Bulk-Purchasing.

Bulk-purchasing discounts from electric L&GE manufacturers or merchants are allowed.

2. Participant Requirements.

All participants must meet the following requirements to be eligible for funding:

(A) *Application Form*: To be approved for L&GE replacement funds, the applicant must meet L&GE replacement program requirements and submit an application. Once the application is approved by the air district or third-party, the applicant will be notified of their approval.

(B) Applicant must certify in the application:

- (1) California Residence: Participants (individual and/or business applicants) must reside in California. A business resides in California if its principal place of business is physically located in California. Air districts may add the requirement that businesses have held a business license for at least two years prior to submitting its application and participants reside within the air district.

- (2) Own and Operate: The participant must currently own and have operated the existing combustion L&GE in California for two years prior to submitting an application.
- (3) Replacement Cordless, Zero-Emission Electric L&GE Operation in California: The participant must intend to own and operate the new replacement cordless, zero-emission electric L&GE in California for a minimum of 36 months from the date of purchase.
- (4) Destruction: Within 30 days of purchase of the replacement L&GE, the participant must surrender the existing combustion L&GE to the district, hazardous waste materials disposal, recycling company, or third-party program administrator for destruction.

3. Existing L&GE Requirements.

Each existing combustion L&GE must meet the following conditions before the L&GE replacement application can be approved and the applicant awarded a voucher.

- (A) *Operational Combustion L&GE*: The existing combustion L&GE must be in operational condition. The L&GE must be able to start, move, and have all operational parts intact. Applicant certifies operability on the application form.
- (B) *Delivery of the Existing Combustion L&GE to the Air District or Air District-specified Facility*: The participant must deliver the existing operational combustion L&GE to the air district or air district-specified facility within 30 days of purchase of the replacement L&GE. The air district or air district-specified facility must reject the existing L&GE if it is deemed inoperative.

4. Replacement L&GE Requirements.

All replacement L&GE must meet the following requirements before a voucher is awarded to the participant:

- (A) *New, Cordless, Zero-Emission Electric L&GE*: The replacement L&GE must be a new, cordless, and zero-emission electric.
- (B) *Like for Like Replacement*: The new replacement L&GE must serve the same function and perform the same work as the baseline L&GE. For example, a blower must be replaced with a blower.
- (C) *Purchase*: The replacement L&GE may be purchased from a participating air district, or a participating manufacturer or participating merchant, as

chosen by the implementing air district. The sum of project funding from all sources may not exceed the total project cost. Eligible project purchases must at a minimum include the purchase of a piece of L&GE, but can be any combination of the following:

- (1) Lawn and Garden Equipment (L&GE) alone or in combination with
- (2) Batteries or
- (3) Charging Cable

The purchase of a battery and/or charging cable without L&GE equipment is ineligible.

5. Air District Requirements.

An air district implementing the program must meet the following requirements:

(A) *Add an addendum to the air district's Moyer Program Policies and Procedures:* An air district must create an addendum to its current Moyer Program P&P's describing their program consistent with these Guidelines (as amended) within two (2) months after they begin implementation of the L&GE replacement program (as amended). Air districts are not required to submit this addendum to CARB, but it must be available to CARB upon request.

- (1) Air districts are not required to implement both residential and commercial components of these Guidelines, and the addendum is only required to include the component that will be implemented.
- (2) If applicable, air district addendums are to include the following:
 - a. Example third-party agreements
 - b. Detailed description of the payment process
 - c. Small business definition to enable co-funding with section B.2.(B)

(B) Agreements

- (1) An air district may have written agreements with both of the following parties:
 - a. A hazardous waste materials disposal company.
 - b. A recycling company.The agreements can be included as part of the air district's agreements with the same entities for other Moyer Programs. The recycling company and the hazardous waste material company can be the same company.

- (2) If an air district is working with either or both of the following parties,
 - a. A cordless, zero-emission electric L&GE manufacturer, or

b. A cordless, zero-emission electric L&GE merchant,

the air district must have a written agreement with that party.

The agreement must include the requirements of subsection 7 (Participating Manufacturer Requirements) or 8 (Participating Merchant Requirements) of this chapter, as applicable, and Chapter 3: Program Administration, Section V. Minimum Contract Requirements, except for the following subsections: 6. Project Specifications, 9. Reporting.

(C) *Third-Party*: An air district may enter into an agreement with a third-party to manage some of the air district's program requirements. The third-party must agree to comply with all L&GE replacement program requirements. The air district must train the third-party on L&GE replacement program requirements and include an example of the agreement in its P&P's.

(D) *Application*: Applications, at a minimum, must have the following information:

(1) Information about the Applicant:

- a. Name.
- b. Mailing Address (including city, state, zip code).
- c. Physical Address (if different from mailing address).
- d. If a business, then provide the Official Business or Organization name that is concurrent with the business license or Employer Identification Number.
- e. If a business, then provide a Business or Organization Address (the principal place of business).
- f. Employer Identification Number or Personal or Business Tax Identification Number (if applicable).
- g. Phone Number.
- h. Date of Application.

- (2) Information about the Applicant's Existing Combustion L&GE:
 - a. Manufacturer (if known).
 - b. Model Year (if known).
 - c. Engine Family (if known).
 - d. Equipment Category.
- (3) Information about the Applicant's Replacement L&GE
 - a. Categories of L&GE that will be replaced.
 - b. Number of L&GE that will be replaced per category.
 - c. What L&GE will be co-funded.
 - d. All Co-funding sources.
- (4) Section for the applicant to certify the following information is accurate and true:
 - a. Existing L&GE is operational.
 - b. Applicant resides in California.
 - c. Applicant currently owns and has operated the existing combustion L&GE in California for two years prior to submitting an application.
 - d. From the date of purchase, applicant intends to own and operate the new, cordless zero-emission electric L&GE in California for a minimum of 36 months and is not acquiring the replacement L&GE for resale.
 - e. "I have disclosed all additional co-funding sources and discounts that will be applied to my purchase."
 - f. "I have not purchased replacement L&GE that I am seeking funding for prior to applying to this program."
 - g. "The information provided in the application is true and correct and meets the minimum requirements of the L&GE replacement program."
 - h. "I understand that an incomplete or illegible application may be immediately rejected, and I will be notified."
 - i. "I understand as an applicant that incentive programs have limited funds and shall terminate upon depletion of program funding."

- (5) A box for the applicant to check and sign to certify the information included in (4) is true and correct.
- (E) *Application Approval*: The application approval process consists of the following steps:
- (1) Applicant submits signed application to the air district or third-party.
 - (2) Air district or designated third-party reviews and approves application (if appropriate) and returns it to applicant or notifies applicant of approval. Application review and approval may be conducted on-site at a L&GE exchange event.
 - (3) Air districts may follow up with an applicant in order to complete an incomplete or illegible application.
- (F) *Operational Condition of Existing L&GE*: Air district or air district-contracted facility or third-party must ensure that each existing L&GE is in apparently operational condition. The air district or air district-specified facility or third-party must reject the existing L&GE if it is deemed inoperative.
- (G) *Project Payment*: Air districts must include in their P&P's a detailed description of the process through which the air district provides payment to the cordless, zero-emission electric L&GE manufacturer, merchant and/or applicant.
- (H) *Merchant, Manufacturer or Applicant Reimbursement Package*: Prior to receiving reimbursement, a participating manufacturer, participating merchant, or the applicant must submit a reimbursement package to the air district.¹ The reimbursement package must be submitted to the air district within 30 days of purchasing the replacement L&GE. The following documents should be included in the reimbursement package:
- (1) Invoice or receipt that shows the final purchase price for all items.
 - (2) Recycling, disposal, or destruction receipt.
 - (3) The name and address of the participant (individual or business).
 - (4) Copies of original applications if third-party received original applications.
- (I) *L&GE Destruction Documentation*:
- (1) Districts must confirm that within 30 days of purchase of the replacement L&GE, the participant surrendered the existing combustion

¹ A manufacturer who directly receives Moyer project funds from CARB or air districts for equipment it manufactures may be precluded from obtaining or using related emission reductions as credits or offsets under any state or federal emissions averaging, banking, or trading program.

L&GE to the district, hazardous waste materials disposal, recycling company, or third-party program administrator for destruction.

- (2) All existing combustion L&GE must be destroyed and rendered permanently unusable and irreparable within 60 days of receipt consistent with section C.8.
- (3) Air districts must collect from their participating recycling companies, hazardous waste materials disposal, or third-party administrators' documentation that shows the number of L&GE destroyed.
- (J) *Audit and Monitoring*: Air districts must allow CARB to monitor their L&GE replacement program, which may include audits of the air district's implementation of the program.
- (K) *Reporting in Clean Air Reporting Log*: Air districts must follow the reporting, recordkeeping and other requirements described in Chapter 3 of the Carl Moyer Guidelines, including, without limitation, Sections M, N and O.

6. Participating Manufacturer Requirements.

Participating manufacturers' agreements must include the following information:

- (A) *Covered L&GE*: Information about the cordless zero-emission electric L&GE covered by the agreement:
 - (1) A statement the manufacturer understands the eligible equipment in this program is limited to section B.
- (B) *Manufacturer Qualifications*: A statement that the manufacturer meets the following minimum qualifications for participation in the L&GE replacement program and shall continue to meet these qualifications throughout its participation in the L&GE replacement program².
 - (1) Manufacturer has had a valid Employer Identification Number and California business license for a minimum of the last two years. The manufacturer shall ensure that CARB, the Department of General Services, Department of Finance, the California State Auditor, or their designated representative shall have the right to review and copy any and all records and supporting documentation pertaining to participation in, receipt of funding from, or activity in relation to the Program, applicants or merchants, including but not limited to any and all records pertaining to projects, equipment, equipment price and terms, warranties, vouchers, related emission reductions, and credits or

² A manufacturer who directly receives Moyer project funds from CARB or air districts for equipment it manufactures may be precluded from obtaining or using related emission reductions as credits or offsets under any state or federal emissions averaging, banking, or trading program.

offsets under any state or federal emissions averaging, banking, or trading program. Such records shall be maintained in an orderly and complete manner, readily available and accessible for CARB and other review for a minimum of three (3) years from the date the manufacturer receives or processes a voucher or receives any payment under or through the Program, on a rolling continuous basis. CARB reserves the right, within its sole discretion, to extend this retention period beyond three years, on a case-by-case basis. Each manufacturer shall allow CARB, the Department of General Services, Department of Finance, the California State Auditor, or their designated representative access to such records during normal business hours, and to allow interviews of any employees, contractors and subcontractors who might reasonably have information related to such records.

(2) Manufacturer agrees to allow the air district or CARB to inspect cordless, zero-emission electric L&GE or audit program records covered under this agreement during normal business hours.

(C) *Service-And-Repair Facility:* A statement that the manufacturer shall provide aftermarket service to customers for defects in materials or workmanship as defined by the Terms and Conditions listed in the product warranty and said written express warranty shall fulfill all applicable requirements of California law pertaining to warranties, including but not limited to sections 1791 through 1795.7 of the California Civil Code (in relation to consumer goods), as amended from time to time. With respect to consumer goods, all applicable implied warranties shall continue to apply and remain in full force and effect where required under California law, including but not limited to the implied warranty of merchantability, implied warranty of fitness and the implied warranty of title. For commercial sales, the provisions of the California Commercial Code shall apply, including but not limited sections 2312 through 2317.

(D) *Recalls:* A statement that as soon as reasonably possible, manufacturer shall notify the air district and individually notify any and all purchasers of equipment through this Program of any recall of the L&GE or any of its constituent parts ordered by manufacturer or by a government agency. Manufacturers and merchants shall comply at all times with California recall laws (including but not limited to the Product Recall Safety and Protection Act, Sections 108040 through 108050 of the California Health and Safety Code) and the requirements of the Consumer Product Safety Commission, including but not limited to Parts 1101 through 1205 of Title 16 of the Code of Federal Regulations and Sections 2064 and 2084 of the Consumer Product Safety Improvement Act (15 U.S.C. §§ 2051-2089).

- (E) *Air District Does Not Warrant or Endorse L&GE*: A statement that the air district does not warrant or endorse the manufacturer's L&GE for any purpose, including materials, workmanship, merchant ability or fitness for use. Nothing in the air district/manufacturer contract shall be construed as a warranty or endorsement.
- (F) *Averaging, Banking, and Trading Program Exclusion*: Manufacturers must abide by CCR, title 13, section 2408.1(a).
- (G) *Return of Funds*: A statement that, should the manufacturer fail to show that they are implementing the Program consistent with the L&GE replacement program requirements, the manufacturer or merchant shall return to the air district funds in proportion to any loss of emission reductions compared with the projected reductions of the agreement.

7. Participating Merchant Requirements.

Participating merchants' agreements must include the following:

- (A) *Merchant Qualifications*: A statement that the merchant meets the following minimum qualifications for participation in the L&GE replacement program and shall continue to meet these qualifications throughout its participation in the L&GE replacement program.
 - (1) Merchant has had a valid business license issued in California for a minimum of the last two years.
 - (2) Merchant agrees to allow the air district or CARB to inspect cordless, zero-emission electric L&GE or audit program records covered under this Agreement during normal business hours.
- (B) *Invoice or Receipt*: A statement that the merchant shall show on the replacement L&GE invoice or receipt the voucher amount. The receipt of voucher funds does not lower the base price of the L&GE nor does it reduce the tax basis of the L&GE but is an incentive to the L&GE owner that will result in a lower price paid by the participant.
- (C) *Return of Funds*: A statement that, should the merchant fail to show that they are implementing the Program consistent with L&GE replacement program requirements, the manufacturer or merchant shall return to the air district funds in proportion to any loss of emission reductions compared with the projected reductions of the agreement.

8. Participating Hazardous Waste Materials Disposal, Recycling Company Requirements, or Third-Party Administrator.

Participating hazardous waste materials disposal, recycling companies’ or third-party administrator agreements to destroy or dispose of the existing combustion L&GE must include the following:

- (A) *Destruction of L&GE:* A statement that the hazardous waste materials disposal, recycling company, or third-party administrator, shall destroy the combustion L&GE and engine within 60 days of receipt such that the L&GE and engine is no longer operable or repairable.
- (B) *Receipt of L&GE Destruction:* A statement that the hazardous waste materials disposal, recycling company, or third-party administrator, shall notify the air district that the combustion L&GE is destroyed by sending the air district documentation indicating the number of L&GE destroyed.

D. Emission Benefits

L&GE replacement provides emission benefits by providing L&GE owners the incentivized option of purchasing zero-emission L&GE instead of a higher polluting combustion L&GE. Regulation does not require zero-emission electric L&GE to be purchased or used by end users, so the emission benefits are surplus. Emission reductions are the difference in emissions from a new SORE combustion powered L&GE and zero-emission electric L&GE. L&GE replacement project emission reductions are shown in Table 9-2 and Table 9-3.

**Table 9-2
L&GE Residential Emission Reductions
(tons/ year/ unit of equipment)**

Residential Equipment	Exhaust ROG	Evaporative ROG	Total ROG	NOx	PM10	Weighted Total
Chainsaws/Trimmers/Edgers/ Brushcutters	0.00084290	0.00011059	0.00095349	0.00003331	0.00001010	0.00118873
Leaf blowers/ Vacuums	0.00097245	0.00013750	0.00110994	0.00002361	0.00001850	0.00150348
Walk Behind Lawn Mowers	0.00011848	0.00023772	0.00035620	0.00007311	0.00000050	0.00043921
Ride-on or Stand/Sit Mowers	0.00241729	0.00054051	0.00295780	0.00127081	0.00000747	0.00437795

Table 9-3
L&GE Commercial Emission Reductions
(tons/ year/ unit of equipment)

Commercial Equipment	Exhaust ROG	Evaporative ROG	Total ROG	NOx	PM10	Weighted Total
Chainsaws/Trimmers/Edgers/ Brushcutters	0.00591650	0.00016751	0.00608400	0.00023147	0.00006986	0.00771271
Leaf blowers/ Vacuums	0.01221888	0.00022987	0.01244875	0.00030918	0.00021249	0.01700767
Walk Behind Lawn Mowers	0.00106238	0.00042244	0.00148482	0.00065552	0.00000425	0.00222526
Ride-on or Stand/Sit Mowers	0.00722601	0.00070455	0.00793056	0.00379673	0.00002213	0.01216987