

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 by replacing existing gasoline lawn mowers with cordless, zero-emission electric lawn mowers. Zero-emission lawn mowers are not required by regulation, so the emission benefits are surplus. The Moyer Program provides funding for vouchers to offset part of the cost of the replacement electric lawn mower.

A. Projects Eligible for Funding

New Replacement Cordless, Zero-Emission Electric Lawn Mower Purchase: The purchase of a new cordless, zero-emission electric lawn mower to replace the existing gasoline lawn mower that is to be scrapped is eligible for funding under this program.

No emission reductions generated by the Moyer Program shall be used as marketable emission reduction credits, or to offset any emission reduction obligation of any person or entity. Therefore, an electric lawn mower model that generates credits by participating in the Air Resources Board's (ARB) zero-emission equipment credit averaging, banking, and trading program is not eligible for funding.

B. Maximum Eligible Funding Amounts

The maximum total project funding amount associated with reducing the eligible costs of a L&GE replacement project has been predetermined as \$145 per lawn mower.

C. Project Criteria

The criteria listed below are the minimum requirements for L&GE replacement project participants: air quality management districts or air pollution control districts (air districts); cordless zero-emission electric lawn mower manufacturers and merchants; hazardous waste material disposal companies and recycling companies. All projects must also conform to the requirements in Chapter 2: General Criteria and in 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. General Lawn and Garden Equipment Replacement Criteria.** As allowed under Chapter 2, Sections I, N, O, P, and Q, an air district may contribute additional non-Moyer Program incentive funds towards the purchase of the individual lawn mower. However, Moyer Program and AB 923 funds combined cannot exceed \$145. Bulk-purchasing discounts from the electric lawn mower manufacturer or merchant are also 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 an application is approved by the air district, the air district will return the application form to the applicant. The applicant must turn in the approved application form with applicant's signature at the location designated by the air district.
- (B) *Applicant must certify in the application:*
 - (1) California Residence: Participants must reside in California. Air districts may add the requirement that participants reside within the air district.
 - (2) Own and Operate: The participant must currently own and operate the existing gasoline lawn mower in California.
 - (3) Replacement Cordless, Zero-Emission Electric Lawn Mower Operation in California: The participant must intend to own and operate the new replacement cordless, zero-emission electric lawn mower in California for a minimum of 36 months from the date of purchase.

3. Existing Lawn Mower Requirements. Each existing lawn mower must meet the following conditions before the L&GE replacement application can be approved and awarded a voucher.

- (A) *Operational Gasoline Lawn Mowers:* The existing lawn mower must be in operational condition. The lawn mower must operate on gasoline, be able to start, move, and have all operational parts. Applicant certifies operability on the application form.
- (B) *Delivery of the Existing Lawn Mower to the Air District or Air District-specified Facility:* The participant must deliver the existing lawn mower to the air district or air district-specified facility. The air district or air district-specified facility must reject the existing lawn mower if it is deemed inoperative.

4. Replacement Lawn Mower Requirements. All replacement lawn mowers must meet the following requirements before a voucher is awarded to the participant:

- (A) *New, Cordless, Zero-Emission Electric Lawn Mower:* The replacement lawn mower must be a new, cordless, zero-emission electric lawn mower.

- (B) *Not Used for Credit Generation:* Only an electric lawn mower model that does not generate credit or participate in ARB's zero-emission equipment credit averaging, banking and trading program is eligible for funding.
- (C) *Purchase:* The replacement lawn mowers must be purchased from a participating air district, or a third party, participating manufacturer or participating merchant, as chosen by the implementing air district.

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 Policies and Procedures (P&P's) describing their program within two (2) months after they begin implementation of the L&GE replacement program. Air districts are not required to submit this addendum to ARB but it must be available to ARB upon request.

- (B) *Agreements:*

- (1) An air district must 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 lawn mower manufacturer, or
- b. A cordless, zero-emission electric lawn mower merchant,

the air district must have a written agreement with that party. The agreement must include the requirements of subsection 6 (Participating Manufacturer Requirements) or 7 (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, 7. Maintenance, 9. Reporting, and 11. Repercussions of Nonperformance - equipment operation requirement.

- (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. Phone Number.
 - e. Date of Application.
 - (2) Information about the Applicant's Existing Gasoline Lawn Mower:
 - a. Manufacturer (if known).
 - b. Model Year (if known).
 - c. Engine family (if known).
 - (3) Section for the applicant to certify the following information is accurate and true:
 - a. Existing gasoline lawn mower is operational.
 - b. Applicant resides in California.
 - c. Applicant currently owns and operates the gasoline lawn mower in California.
 - d. From the date of purchase, applicant intends to own and operate the new, cordless zero-emission electric lawn mower in California for a minimum of 36 months.
 - e. The information provided in the application is true and correct and meets the minimum requirements of the L&GE replacement program.
 - f. "I understand that an incomplete or illegible application may be immediately rejected, and I will be notified."

- g. "I understand as an applicant that incentive programs have limited funds and shall terminate upon depletion of program funding."
- (4) A box for the applicant to check to certify the information included in (3) is correct and signify the applicant's agreement with the above statements.
- (E) *Application Approval:* The application approval process consists of the following steps:
 - (1) Applicant submits application to the air district.
 - (2) Air district or designated third party reviews and approves application (if appropriate), and returns it to applicant. Application review and approval may be conducted on-site at a lawnmower exchange event.
 - (3) Applicant turns in approved application with applicant's signature per subsection C. 2.(A).
- (F) *Rejected Application:* If a submitted application is incomplete, ineligible, or illegible, the air district must reject the application immediately and notify the applicant within five days of receipt. Air districts may follow up with an applicant in order to complete an incomplete or illegible application.
- (G) *Disbursement Request Requirements:* An air district may request Moyer Program funds as these funds become available. In order for an air district to be approved for a disbursement request, the air district must follow Chapter 3: Program Administration, Section E requirements, and also provide the following to ARB:
 - (1) Verification of board approval to implement the L&GE replacement program for the requested disbursement amount or more; and
 - (2) If applicable per Section 5(B)(2) a copy of at least one cordless zero-emission electric lawn mower manufacturer or merchant agreement; and
 - (3) A copy of at least one active hazardous waste materials disposal company agreement; and
 - (4) A copy of at least one active recycling company agreement; and
 - (5) A history (up to five years, if applicable) of previous years of the air district's lawn and garden equipment exchange programs, including the following information:

- a. Yearly amount funded.
 - b. Yearly number of mowers funded.
 - c. Yearly program administration costs.
 - d. Cordless, zero-emission electric lawn mower cost breakdown:
 - i. Amount air district paid to manufacturer.
 - ii. Amount air district pays from air district's local funds.
 - iii. Amount of any additional funds.
 - iv. Amount participant pays.
- (H) *Operational Condition of Existing Lawn Mower:* Air district or air district-specified facility must ensure that each existing lawn mower is in apparently operational condition. The air district or air district-specified facility must reject the existing lawn mower if it is deemed inoperative.
- (I) *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 lawn mower manufacturer, merchant and/or applicant.
- (J) *Merchant Reimbursement Package:* Prior to receiving reimbursement, an air district-specified third party, participating manufacturer or participating merchant must submit a reimbursement package to the air district. The following documents should be included in the reimbursement package:
- (1) Invoice signed by the applicant that shows the final purchase price less the voucher award. In the case of an online merchant, the invoice does not have to be signed by the applicant.
 - (2) If a recycling code is used in addition to a voucher in order to purchase the lawn mower, the recycling code.
 - (3) The name and address of the participant.
- (K) *Lawn Mower Destruction Documentation:* All existing gasoline lawn mowers must be destroyed. Air districts must collect from their participating Recycling Companies signed receipts that show the number of lawn mowers destroyed.
- (L) *Audit and Monitoring:* Air districts must allow ARB to monitor their L&GE replacement program which may include audits of the air district's implementation of the program.

- (M) *Meeting Environmental Justice (EJ) Requirements:* Air districts with environmental justice requirements shall not apply these requirements to the L&GE replacement application review until after each year of implementation. The air district must then review each project to determine if it helps to meet the air district's EJ requirements. If EJ requirements have not been met, then other Moyer Program funded projects will need to be used to fulfill this EJ requirement.
- (N) Reporting in CARL: For liquidation reporting requirements the following information must be entered into the CARL database:
 - (1) Total number of lawn mowers exchanged.
 - (2) Date of the exchange of the final lawn mower.
 - (3) Total amount of Moyer Program funds liquidated.
 - (4) Date of liquidation of the final project.
 - (5) The Moyer Program funding year.
- (O) *Records Retention:* Air districts must retain all records of approved projects for a minimum of three years from the date of issuing the voucher. For rejected projects, air districts must maintain a copy of the application, the rejection letter, and method of notification for three years from the date the application was received.

6. Participating Manufacturer Requirements. Participating manufacturers' agreements must include the following information:

- (A) *Covered Lawn Mowers:* Information about the cordless zero-emission electric lawn mowers covered by the agreement:
 - (1) Lawn mower model name.
 - (2) Lawn mower year of production.
 - (3) Lawn mower cutting radius.
 - (4) Lawn mower battery description (voltage).
 - (5) Total number of cordless, electric lawn mowers covered by the agreement.
 - (6) The cost of each cordless, electric lawn mower.
 - (7) The total contract amount, or total contract amount not to exceed.
 - (8) The date by which the work shall be completed.

- (9) Lawn mower warranty description.
- (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 program.
 - (1) Manufacturer has had a valid business license for a minimum of the last two years.
 - (2) Manufacturer agrees to allow the air district or ARB to inspect cordless, zero-emission electric lawn mowers or audit program records covered under this agreement during normal business hours.
- (C) *Aftermarket Service:* 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.
- (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 lawn mower or any of its constituent parts ordered by manufacturer or by a government agency.
- (E) *Air District Does Not Warrant or Endorse Lawn Mowers:* A statement that the air district does not warrant or endorse the manufacturer's lawn mowers for any purpose, including materials, workmanship, merchantability 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:* A statement that no emission reductions generated by the Moyer Program shall be used as marketable emission reduction credits, or to offset any emission reduction obligation of any person or entity. Therefore, electric lawn mower models included in the agreement are not generating credits by participating in ARB's zero-emission equipment credit averaging, banking, and trading program or any similar program.
- (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) *Covered Lawn Mowers*: Information about the cordless, zero-emission electric lawn mowers covered by the agreement:
- (1) Lawn mower model name.
 - (2) Lawn mower year of production.
 - (3) Lawn mower cutting radius.
 - (4) Lawn mower battery description (voltage).
 - (5) Estimate of total number of cordless electric lawn mower units covered by the agreement.
 - (6) The cost of each cordless, electric lawn mower.
 - (7) The total contract amount, or total contract amount not to exceed.
 - (8) The date by which the agreement ends.
 - (9) Lawn mower warranty description.
- (B) *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 ARB to inspect cordless, zero-emission electric lawn mowers or audit program records covered under this Agreement during normal business hours.
- (C) *Invoice*: A statement that the merchant shall show on the replacement lawn mower invoice the voucher amount. The receipt of voucher funds does not lower the base price of the lawn mower nor does it reduce the tax basis of the lawn mower, but is an incentive to the lawn mower owner that will result in a lower price paid by the participant.
- (D) *Average, Banking and Trading Program Exclusion*: A statement that no emission reductions generated by the Moyer Program shall be used as marketable emission reduction credits, or to offset any emission reduction obligation of any person or entity. Therefore, electric lawn mower models included in the agreement are not generating credits by participating in ARB's zero-emission equipment credit averaging, banking and trading program or any similar program.

- (E) *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 Recycling Company Requirements. Participating recycling companies' agreements must include the following:

- (A) *Destruction of Lawn Mowers:* A statement that the recycling company shall destroy the lawn mower and engine within 60 days of receipt such that the lawn mower is no longer operable or repairable.
- (B) *Receipt of Lawn Mower Destruction:* A statement that the recycling company shall notify the air district that a lawn mower is destroyed by sending the air district a signed receipt indicating the number of lawn mowers destroyed.

D. Emission Benefits

L&GE replacement provides emission benefits by providing lawn mower owners the incentivized option of purchasing a zero-emission lawn mower instead of a higher polluting gasoline lawn mower. Zero-emission lawn mowers are not required by regulation, so the emission benefits are surplus. Emission reductions are the difference in emissions from a new gasoline lawn mower engine and the emissions of a zero-emission lawn mower for the operational lifetime of the zero-emission lawn mower. The average operational lifetime of a replacement zero-emission lawn mower is estimated to be approximately 10 years. L&GE replacement project emission reductions are shown in Table 9-1.

**Table 9-1
Gasoline Lawn Mower Emission Reductions (lbs/yr)**

Model Year	ROG			NOx	PM10
	Exhaust	Evap	Total	Exhaust	Exhaust
2010	0.290	0.847	1.137	0.071	0.048