

Commercial Lawn & Garden Equipment Replacement Addendum to the Carl Moyer Program Policies and Procedures

Introduction

The Carl Moyer Memorial Air Quality Standards Attainment Program (Moyer Program) provides monetary grants for the incremental cost of cleaner-than-required technology. The 2017 Moyer Program Guidelines provide minimum requirements for projects including eligible project source categories supported by the program. Lawn and Garden Equipment Replacement projects are addressed in Chapter 9 of the Moyer Program Guidelines. In 2023, CARB updated Chapter 9 to ensure a streamlined approach to reducing emissions from small off-road engines (SORE) by funding the replacement of zero-emission equipment. These updates support the goal to transition California to 100 percent zero-emission off-road vehicles and equipment by 2035 where feasible according to the Governor's Executive Order N-79-20.

This document is an addendum to the Sacramento Metropolitan Air Quality Management District's Moyer Program Policies and Procedures Manual describing the implementation of the District's Lawn and Garden Equipment (L&GE) Program consistent with Chapter 9 of the Moyer Program Guidelines. All projects and applicants must meet the minimum requirements stated in the 2017 Moyer Program Guidelines, CARB Technical Advisories, and District Carl Moyer Policies and Procedures to which this addendum is made.

Program Goals and Objectives

The L&GE Program furthers the goal of electrifying California's small off-road engine fleet by 2035 by offering incentives toward the replacement of existing combustion lawn and garden equipment with cordless, zero-emission lawn and garden equipment. The emission reductions are surplus because zero-emission lawn and garden equipment is not currently required by end users. This program will include outreach and educational components to inform applicants about available technology and capabilities and the benefits of switching to zero-emission equipment.

The L&GE Program will provide vouchers to qualifying applicants for the purchase of cordless, zero-emission lawn and garden equipment from eligible dealers and manufacturers. The District is currently implementing this program for Commercial Lawn and Garden Equipment Replacement projects only.

Project Eligibility

Applicants

Applicant must be a California business providing landscape maintenance services for residential, commercial, institutional, or public properties that has held a California business license for at least two (2) years prior to submitting an application to the Program. Or a public agency, business, or non-profit entity that conducts commercial-scale landscaping activities, forest management, land management, or fire hazard reduction activities.

Commercial Lawn & Garden Equipment Replacement
Addendum to the Carl Moyer Program Policies and Procedures

For purposes of this program, a “California business” means the individual and/or business applicant resides in California. A business resides in California if its principal place of business is physically located in California and it has held a California business license for at least two years.

Applicants must currently own and operate existing combustion lawn and garden equipment and intend to operate the replacement equipment within California for a minimum of 36 months from the date of purchase. (For the District’s program, at least 75% of all equipment activity must take place within the boundaries of SMAQMD.)

Additional funding opportunities may be available for small businesses through the CORE program. To qualify, a small business must meet the CORE program’s definition which is:

A small business means an independently owned and operated business that is not dominant in its field of operation, the principal office of which is located in California, the officers of which are domiciled in California, and which, together with affiliates, has 100 or fewer employees, and average annual gross receipts of ten million dollars (\$10,000,000) or less over the previous three years, or is a manufacturer, as defined in subdivision (c), with 100 or fewer employees. Commencing January 1, 2019, the average annual gross receipts threshold shall be fifteen million dollars (\$15,000,000). (Gov. Code § 14837(d)(1)(A)) ([Participate \(Landscape\) - Clean Off-Road Equipment Voucher Incentive Project \(californiacore.org\)](#))

The District has the discretion to waive the applicant cost share for small business applicants as defined above.

Equipment

The Program supports the replacement of the following types of lawn and garden equipment:

- Chainsaws/Trimmers/Edgers/Brush cutters
- Leaf blowers/Vacuums
- Walk Behind Lawn Mowers
- Riding Lawn Mowers

Existing combustion lawn and garden equipment must be in operational condition at the time of application submission. This means the equipment must be able to start, move, and have all operational parts intact. The applicant will certify this information on the application form and operational condition will be verified prior to destruction and recycling.

Destruction of existing equipment is required. Equipment must be delivered to a district-approved facility within 30 days of purchase of the replacement lawn and garden equipment. The equipment must be in operational condition when delivered and destroyed by the facility within 60 days of receipt. A list of district-approved recycling and hazardous waste facilities will be maintained and available during program implementation for participants on the District’s website.

Replacement Equipment must serve the same function and perform the same work as the existing equipment. New, cordless zero-emission electric equipment must be purchased from a participating manufacturer or Merchant.

Commercial Lawn & Garden Equipment Replacement
Addendum to the Carl Moyer Program Policies and Procedures

Equipment manufacturers or Merchants interested in participating in this program must agree to the terms and conditions of this program by signing an agreement with the District. Only manufacturers or Merchants who have signed an agreement with the District will be eligible to participate in the program.

Vouchers

The L&GE Program will provide each applicant a maximum voucher amount of \$50,000 towards the purchase of eligible equipment. Eligible purchases include cordless, zero-emission electric lawn and garden equipment, batteries, and/or charging cables to support the selected equipment. The District has the discretion to pay taxes and fees, including delivery fees. Purchases of batteries and/or charging cables without equipment are not eligible for funding. Voucher amounts must be less than or equal to 100% of the total eligible purchase costs. Co-funding is allowed under the 2017 Moyer Program Guidelines, Chapter 2, Sections I, N, or O; however, the sum of all funds cannot exceed amounts set by Chapter 9, Table 9-1, shown in part below:

Equipment	Maximum Grant Amount
Chainsaws/Trimmers/Edgers/Brush cutters	\$700
Leaf blowers/Vacuums	\$1,400
Walk Behind Lawn Mowers	\$1,500
Ride-on or Stand/Sit Mowers	\$15,000

Program Workflow

1. Prior to implementation, the District will train participating retailers and manufacturers and execute a Merchant Agreement. The District will coordinate with local dismantlers and recycling facilities and prepare a list of district-authorized locations to perform the destruction required by this program. The District will conduct outreach to the public to announce the program opening and application solicitation.
2. Applicants will complete the Voucher Application Form and submit it along with supporting materials to the District.
3. Applications will be submitted through SeamlessDocs, a form automation and data management software.
4. Applications will be assigned to District staff by the Program Supervisor, or the Program Lead, for review.
5. District staff will review each application for completeness. If the Applicant supplies personal financial information, District Staff will review the documents to verify eligibility (if necessary) and return those documents to the Applicant. The District does not retain sensitive financial information regarding Applicants.
6. If the application is not deemed complete, District Staff will contact the applicant within 30 days, identifying the information or documentation still needed to finalize the review of their application. District staff will document this notification in the application packet or file. Any application not completed after 30 days of the District Staff's notification will be deemed incomplete and removed from the pending application list.
7. Vouchers will be issued in the order the applications were originally received, with an expiration date of four (4) weeks from issuance.

Commercial Lawn & Garden Equipment Replacement
Addendum to the Carl Moyer Program Policies and Procedures

8. Vouchers will be accepted by Participating Merchants at the time of sale and applied as a discount. Participating Merchants will notify the District of the sale once the customer has completed the purchase and received their new equipment.
9. Applicants will deliver their existing equipment to a Participating Merchant or Participating Recycling Facility to be scrapped. Equipment must be verified as operational. If equipment is deemed inoperable, the facility will reject it. Participating Merchant or Participating Recycling Facility will ensure and verify equipment is destroyed within 60 days of delivery.
10. Participating Merchants will be reimbursed within 30 days by the District once the purchase is completed, new equipment is received by the applicant, existing equipment is scrapped, and all required documentation is received. Required documents include a completed Voucher, Final Invoice, and Proof of Destruction.
11. The District will maintain records and report to CARB as required by the Moyer Program Guidelines.

Agreements

Manufacturer Agreements

For equipment manufacturers to participate in the Program, they must qualify, be trained on, and agree to follow the Program policies and guidelines. At a minimum, the following requirements must be met:

1. Have a valid Employer Identification Number and a valid business license issued in California for a minimum of the last two years.
2. Ensure CARB, the Department of General Services, the Department of Finance, the California State Auditor, or their designees the right to review and copy any and all records pertaining to participation and receipt of funding in relation to participation in the Program.
3. 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.
4. Manufacturer shall provide aftermarket service to customers for defects in materials or workmanship as defined in the Terms and Conditions listed in the product warranty.
5. Manufacturer agrees to notify the air district and any and all purchasers through the Program of any recall of the L&GE equipment or any of its constituent parts ordered by manufacturer or by a government agency.
6. Acknowledgement that the agreement is not an endorsement of the manufacturer's L&GE for any purpose, including materials, workmanship, merchant ability, or fitness for use. Nothing in the agreement shall be construed as a warranty or endorsement.
7. Agreement to abide by CCR, title 13, section 2408.1(a).
8. Manufacturer must agree that if it fails to show they are implementing the Program consistent with the Program requirements, the manufacturer shall return to the air district funds in proportion to any loss of emission reductions compared with the projected reductions of the agreement.

Merchant Agreements

For equipment dealerships or retailers to participate in the Program, they must qualify, be trained on and agree to follow the Program policies and guidelines. At a minimum, the following requirements must be met:

Commercial Lawn & Garden Equipment Replacement
Addendum to the Carl Moyer Program Policies and Procedures

1. Merchant must have had a valid business license issued in California for a minimum of the last two years.
2. Merchant must agree 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.
3. Merchant must agree to show the voucher amount on the final invoice or purchase receipt. The voucher amount will not lower the base price of the replacement equipment, nor will it reduce the tax basis of the equipment.
4. Merchant must agree that if it fails to show they are implementing the Program consistent with the Program requirements, the merchant shall return to the air district funds in proportion to any loss of emission reductions compared with the projected reductions of the agreement.

Salvage, Disposal or Recycling Facility Agreements

The District may enter into agreements with salvage, disposal, and/or recycling facilities to participate in the L&GE Program. Any agreement must comply with Moyer Program requirements for salvage and recycling facilities in addition to the following:

1. Statement agreeing to destroy the L&GE and engine within 60 days of receipt in a way that ensures the L&GE engine is no longer operable or repairable.
2. Agreement to notify the District that the combustion L&GE is destroyed by
3. Documentation indicating the number of L&GE destroyed. Documentation such as photos of the destroyed equipment and signed equipment destruction form provided by the District.

Refer to the 2017 Carl Moyer Program Guidelines and Chapter 9 for a complete list of requirements and terms for the above contracts.

Recordkeeping and Reporting

The District maintains information on dealers, participants, and payments through our mobile sources database (MOSO) and internal spreadsheets. Participants are tracked through an application ID. Each piece of equipment is tracked through a voucher number. This is how we identify which application and piece of equipment is associated with a participant. Participants are tracked in MOSO under the dealer they purchased the equipment from. Dealers are the ones who are reimbursed. Therefore, we maintain and track payments through the dealers in MOSO. The District also maintains and tracks an internal spreadsheet that keeps track of participants, vouchers, and equipment information.

The District is responsible for maintaining project records and reporting to CARB on the status of the Carl Moyer Program annually. All Program materials will be maintained in accordance with the 2017 Carl Moyer Program Guidelines and will utilize the CARL online database to provide information to CARB on the implementation of the L&GE Program.

Attachments

[Voucher Application Form](#)

Program Voucher

Commercial Lawn & Garden Equipment Replacement
Addendum to the Carl Moyer Program Policies and Procedures

[Merchant Agreement](#)

[Recycler Agreement](#)

[Reimbursement Package Example](#)

**Sacramento Metropolitan Air Quality Management District
Carl Moyer Commercial Lawn and Garden Program Voucher**



Voucher Type: \$700 Chainsaw Polesaw Edger Trimmer Brushcutter
 \$1,400 Leaf Blower Leaf Vacuum
 \$1,500 Walk-Behind Mower
 \$15,000 Ride-On Mower Stand-On Mower

For District Use Only			
Voucher #		Date Issued	
Amount		Expiration Date*	

Business / Organization Name

Primary Contact Name

Applicant Signature (sign before redeeming)

____/____/____

Date

By signing above you accept the Voucher Terms located on the back of this Voucher.

*Voucher must be **redeemed** within four (4) weeks of the date of issue.

To be completed by the Participating Merchant and returned to the District.

Participating Merchant:	Sales Contact:
Customer Name:	Customer Contact:
Date of Sale:	Date Old Equipment was Surrendered:
I certify that the old equipment is intact and appears operational. _____ (Initials)	
I certify that the old equipment and replacement equipment are like-for-like _____ (Initials)	
Participating Merchant Signature:	Date:

Application ID

Voucher Terms / Términos del vale

- **Eligible project costs include the cost of the new zero-emission lawn & garden equipment, sales tax, fees, charging cord, and additional batteries necessary to complete the same work as the replaced combustion equipment.**
Los costos elegibles del proyecto incluyen el costo del nuevo equipo de cero emisiones para jardines y áreas verdes, impuesto sobre la venta, tarifas, cable de carga y baterías adicionales necesarias para realizar el mismo trabajo que el equipo de combustión reemplazado.
- **The business or organization redeeming this Voucher resides in the State of California.**
La organización o empresa que canjea este vale reside en el estado de California.
- **This Voucher cannot be redeemed by the applicant for cash. It can only be used in conjunction with the purchase of a new qualified device from a Participating Merchant. A Voucher given to a non-participating merchant shall not be accepted and the Voucher amount will not be honored by the District.**
Este vale no puede canjearse por efectivo por el solicitante. Sólo se puede utilizar en conjunto con la compra de un equipo nuevo calificado de un comerciante participante. No se aceptará un vale entregado a un comerciante no participante y el Distrito no aceptará el monto del vale.
- **The Voucher is not valid until signed by the customer.**
El vale no es válido hasta que el cliente lo firme.
- **This Voucher must be given to the Participating Retailer at the time of purchase of the new lawn & garden equipment. If you do not provide the original voucher to the Participating Merchant at the time of purchase, the Participating Merchant will not be obligated to give you the discount at the time of purchase or at a later time.**
Este vale debe entregarse al comerciante participante al momento de la compra del nuevo equipo para jardines y áreas verdes. Si usted no proporciona el vale original al comerciante participante al momento de la compra, éste no estará obligado a darle el descuento al momento de la compra ni en un momento posterior.
- **Funding for the voucher program is first come, first served. The voucher will only be valid for four (4) weeks from the date of issuance.**
La entrega de fondos del programa de vales se realizará por orden de recepción de solicitudes. El vale sólo será válido por cuatro (4) semanas a partir de la fecha de emisión.
- **The District does not warranty any equipment purchased under this voucher program, including, but not limited to, the quality or functionality of the lawn & garden equipment.**
El Distrito no garantiza ningún equipo comprado al amparo de este programa de vales, incluyendo sin limitación la calidad o la funcionalidad del equipo para jardines y áreas verdes.
- **The existing combustion equipment must be surrendered to the Participating Merchant in operational condition within 30 days of the purchase of new equipment.**
El equipo de combustión existente debe entregarse al comerciante participante en condiciones de funcionamiento durante los primeros 30 días posteriores a la compra del equipo nuevo.
- **This Voucher will be forfeited if false information is provided to the District.**
Este vale se cancelará si se proporciona información falsa al Distrito.