

# CARL MOYER LAWN AND GARDEN PROGRAM MERCHANT AGREEMENT

**Parties:** This Merchant Agreement ("Agreement") is between Air Quality Management Districts and Air Pollution Control Districts as listed below ("DISTRICTS"), and

( "Subrecipient"), effective as of the date of the District signature. below.

**Subject Matter:** The subject matter of this Agreement is the Carl Moyer Lawn and Garden Program. Detailed services to be provided by the Subrecipient pursuant to this Agreement are described in the Carl Moyer Lawn and Garden Program ("Program") Merchant Provisions ("Merchant Provisions"), attached hereto and incorporated herein by this reference.

**Maximum Amount:** In consideration of the services to be performed, DISTRICTS agree to pay Subrecipient a sum not to exceed the amount specified in the Merchant Provisions.

**Agreement Term:** The period of Subrecipient's performance begins upon date of execution, signified by the latest date of signature by DISTRICTS, and ends on June 30, 2026 or earlier if the parties agree that all project dollars have been spent, whichever occurs first.

**Amendment:** No changes, modifications, or amendments in the terms and conditions of this Agreement will be effective unless reduced to writing, numbered, and signed by the duly authorized representative of DISTRICTS and Subrecipient.

**Termination:** This Agreement may be terminated with at least 30 days advanced written notice to the other parties; provided however that individual DISTRICTS may separately terminate this Agreement within the jurisdiction of their District immediately for reasons stated in the Merchant Provisions.

**Contact persons:**

**Subrecipient (Merchant) Name:** \_\_\_\_\_

**Subrecipient Program Contact:**

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

Fax: \_\_\_\_\_

Address: \_\_\_\_\_

City/St/Zip: \_\_\_\_\_

**Subrecipient Fiscal Contact:**

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

Fax: \_\_\_\_\_

Address: \_\_\_\_\_

City/St/Zip: \_\_\_\_\_

**Attachments:**

This Agreement also consists of the following attachment(s) that are incorporated herein:

- ☐ Carl Moyer Lawn and Garden Program Merchant Provisions
- ☐ Carl Moyer Lawn and Garden Program Voucher Tracking Form
- ☐ Carl Moyer Lawn and Garden Program Equipment Destruction Form

\_\_\_\_\_  
Signature Butte County Air Quality Management District      Date: \_\_\_\_\_

\_\_\_\_\_  
Signature Colusa County Air Pollution Control District      Date: \_\_\_\_\_

\_\_\_\_\_  
Signature Glenn County Air Pollution Control District      Date: \_\_\_\_\_

\_\_\_\_\_  
Signature Feather River Air Quality Management District      Date: \_\_\_\_\_

\_\_\_\_\_  
Signature Northern Sierra Air Quality Management District      Date: \_\_\_\_\_

\_\_\_\_\_  
Signature Placer County Air Pollution Control District      Date: \_\_\_\_\_

\_\_\_\_\_  
Signature Sacramento Metropolitan Air Quality Management District      Date: \_\_\_\_\_

\_\_\_\_\_  
Signature Yolo-Solano Air Quality Management District      Date: \_\_\_\_\_

I hereby certify that I understand the conditions and requirements for participation in the Carl Moyer Lawn and Garden Program and agree to fulfill the requirements and comply with the conditions in this Agreement that I am entering into with the DISTRICTS.

\_\_\_\_\_  
Signature Subrecipient      Date: \_\_\_\_\_

## Air District Contacts

<b><u>Butte Program Contact:</u></b> Name: Jason Mandly Phone: 530-332-9400 x108 E-mail: <a href="mailto:jmandly@bcaqmd.org">jmandly@bcaqmd.org</a> Fax: 530-332-9417	<b><u>Butte Fiscal Contact:</u></b> Name: Aleah Ing Phone: 530-332-9400 x110 E-mail: <a href="mailto:aing@bcaqmd.org">aing@bcaqmd.org</a> Fax: 530-332-9417
<b><u>Colusa Program Contact:</u></b> Name: Phone: E-mail: Fax:	<b><u>Colusa Fiscal Contact:</u></b> Name: Phone: E-mail: Fax:
<b><u>Glenn Program Contact:</u></b> Name: Allyson Smith Phone: 530-934-6500 E-mail: <a href="mailto:asmith@countyofglenn.net">asmith@countyofglenn.net</a> Fax: 530-934-9503	<b><u>Glenn Fiscal Contact:</u></b> Name: Jennifer Brown Phone: 530-934-6500 E-mail: <a href="mailto:jbrown@countyofglenn.net">jbrown@countyofglenn.net</a> Fax: 530-934-9503
<b><u>Feather River Program Contact:</u></b> Name: Peter Angelonides Phone: 530-634-7659 Ext 209 E-mail: <a href="mailto:pangelonides@fraqmd.org">pangelonides@fraqmd.org</a> Fax: 530-634-7660	<b><u>Feather River Fiscal Contact:</u></b> Name: Shelley Channel Phone: 530-634-7659 Ext 204 E-mail: <a href="mailto:schannel@fraqmd.org">schannel@fraqmd.org</a> Fax: 530-634-7660
<b><u>Northern Sierra Program Contact:</u></b> Name: Phone: E-mail: Fax:	<b><u>Northern Sierra Fiscal Contact:</u></b> Name: Phone: E-mail: Fax:
<b><u>Placer* Program Contact:</u></b> Name: Stephanie Holliday Phone: 530-757-3657 E-mail: <a href="mailto:sholliday@ysaqmd.org">sholliday@ysaqmd.org</a> Fax: N/A	<b><u>Placer* Fiscal Contact:</u></b> Name: Shawnte Bice Phone: 530-757-3650 E-mail: <a href="mailto:sbice@ysaqmd.org">sbice@ysaqmd.org</a> Fax: N/A
<b><u>Sacramento Program Contact:</u></b> Name: Oliverio Barragan Phone: 916-201-0802 E-mail: <a href="mailto:obarragan@airquality.org">obarragan@airquality.org</a> Fax: N/A	<b><u>Sacramento Fiscal Contact:</u></b> Name: Patricia Kepner Phone: 279-207-1134 E-mail: <a href="mailto:PKepner@airquality.org">PKepner@airquality.org</a> Fax: N/A
<b><u>Yolo-Solano Program Contact:</u></b> Name: Stephanie Holliday Phone: 530-757-3657 E-mail: <a href="mailto:sholliday@ysaqmd.org">sholliday@ysaqmd.org</a> Fax: N/A	<b><u>Yolo-Solano Fiscal Contact:</u></b> Name: Shawnte Bice Phone: 530-757-3650 E-mail: <a href="mailto:sbice@ysaqmd.org">sbice@ysaqmd.org</a> Fax: N/A

\*Placer County Air Pollution Control District's Program will be administered by Yolo-Solano Air Quality Management District.

## **Carl Moyer Lawn and Garden Program (Program) Merchant Provisions**

1. Inform potential customers about Program requirements and timelines.
2. Determine if the customer is participating through a Commercial or a Residential Lawn and Garden Program.
3. Accept the voucher from the customer and apply the full voucher value as a discount towards the purchase price of the device.
  - a. New Replacement Lawn & Garden Equipment (L&GE) is valued at the following maximum funding amounts:
 

Equipment	Commercial Voucher Amount	Residential Voucher Amount
Chainsaws / Trimmers / Edgers / Brushcutters	\$700	\$300
Leaf Blowers / Leaf Vacuums	\$1,400	\$200
Walk Behind Lawn Mowers	\$1,500	\$330
Ride-on or Stand/Sit Mowers	\$15,000	\$2,000
  - b. The total voucher amount may not exceed the maximum funding amounts above or the total purchase cost of the new LG&E.
  - c. Total purchase costs for the new LG&E include only the new zero-emission unit, charging cable, extra batteries, adapters, and/or other charging equipment necessary to perform needed work, taxes, and fees.
4. Do not take a voucher from a customer if the customer does not purchase the L&GE or enter into a binding agreement to purchase new L&GE.
5. State the voucher amount on the replacement L&GE invoice or receipt. 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.
6. Take delivery of the old combustion equipment from the Customer within 60 days of the purchase of the L&GE. Verify that the old equipment was intact and appeared operational.
7. Complete and sign the Carl Moyer Lawn and Garden Voucher provided by the customer for each L&GE purchased. Complete and sign the Carl Moyer Lawn and Garden Voucher Tracking Form for each customer (multiple Vouchers can be batched together).
8. Deliver surrendered combustion equipment to a scrap or recycling facility for destruction. The old combustion equipment must be destroyed and rendered permanently unusable, and destruction certified by the facility within 60 days of receipt and before the DISTRICT can provide payment.
9. Complete and submit to the DISTRICT an Equipment Destruction Form (multiple Vouchers can be batched together).
10. Submit to the DISTRICT completed paperwork with an original invoice for reimbursement. Invoices submitted to the DISTRICT without the required paperwork are not payable until all documentation is submitted (No Exceptions). All paperwork must be submitted to the DISTRICT within seventy-five (75) days of the date of purchase. The following paperwork must be submitted with the invoice, and all forms must be fully completed:
  - a. Original Voucher. Photocopies and scanned copies are acceptable.
  - b. Copy of purchase invoice(s) – The purchase invoice(s) must show all costs, discounts, and Vouchers as line items. The purchase invoice must be signed by the customer and list the manufacturer and the type of L&GE purchased.
  - c. Voucher Tracking Form.
  - d. Equipment Destruction Form referencing the Voucher.
11. Participating Merchant understands that the Carl Moyer Lawn and Garden Program must comply with State requirements within Chapter 9 of the 2024 Carl Moyer Program Guidelines incorporated herein and located here or available on request: <https://ww2.arb.ca.gov/guidelines-carl-moyer>.
12. Participating Merchant certifies that its place of business has carried a valid business license issued in California for a minimum of the last two years.
13. Participating Merchant understands that the District will not reimburse it for expired vouchers.
14. Participating Merchant agrees to indemnify, defend, and hold harmless the DISTRICTS and their employees, agents, and representatives against any and all liability, loss, and expense, including reasonable attorneys' fees, from any and all claims for injury or damages arising out of its performance under this Agreement, the destruction of combustion L&GE, the sale of replacement L&GE, and any other element of the replacement process.
15. Participating Merchant agrees to address and resolve unanticipated issues with the DISTRICTS within 10 business days.

16. Participating Merchant agrees to provide the DISTRICTS and the California Air Resources Board (CARB) access to its facilities and records during normal business hours to inspect for compliance with program requirements, if requested.
17. Participating Merchant understands the following: This Program involves funding from the state and, as a consequence, Merchants must comply with all applicable nondiscrimination statutes and regulations during the performance of this Program including but not limited to the following: Merchants and their employees, representatives, and Subcontractors must not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status; Merchants shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.); and the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations incorporated into this Program by reference and made a part hereof as if set forth in full. Merchants, by signing the Merchant Agreement, provide written notice of their obligations under this clause as required by law.
18. Participating Merchant understands that should it fail to demonstrate, upon request by DISTRICTS or CARB, that its implementation of this Agreement is consistent with L&GE replacement program requirements, the Participating Merchant must pay the District a pro rata portion of the funds received under this agreement that is proportionate to any loss of emission reductions compared with the projected reductions of the agreement.

# Charlene McGhee Memorial Lawn and Garden Program Customer Tracking Form



This form is to be completed by the Participating Merchant and sent with the reimbursement package to the Sac Metro Air District. You may use this form for multiple vouchers if they are processed together.

Customer Name: \_\_\_\_\_

Applicant ID: \_\_\_\_\_

## **New Equipment Summary**

<b>Equipment Type (ex. Chainsaw, Leaf Blower, etc.)</b>	<b>Quantity</b>	<b>Num. of Charging Cords</b>	<b>Num. of Batteries</b>

Participating Merchant certifies that the information contained on this tracking form and other required forms are accurate and complete and that it has met the program requirements, which performance is a prerequisite to receiving reimbursement from the participating Air District.

Name of Participating Merchant Representative: \_\_\_\_\_

**Signature of Participating Member or Authorized Representative:**

\_\_\_\_\_ **Date:** \_\_\_\_ / \_\_\_\_ / \_\_\_\_

# Charlene McGhee Memorial Lawn and Garden Program Equipment Destruction Form



This form tracks the destruction of the older combustion equipment replaced through the voucher program. The existing combustion equipment must be surrendered, destroyed, and rendered permanently unusable and irreparable within 60 days of receiving the replacement equipment. Please complete this form per participant/customer with the designated application ID.

<b>Application ID:</b>	
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**Voucher Number(s):** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## Number of Units Included in this Batch

Chainsaws / Trimmers / Edgers / Brushcutters	Leaf Blowers / Vacuums	Walk-Behind Mowers	Ride-On / Standing Mowers

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## Equipment Surrendered to Scrap / Recycling Facility

Date Delivered to Scrap / Recycling Facility: \_\_\_\_\_

Name of Scrap / Recycling Facility: \_\_\_\_\_

### ***\*\*To be completed by Scrap / Recycling Facility\*\****

I certify that the combustion equipment listed above will be destroyed and rendered permanently unusable and irreparable within 60 days of receipt.

Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_\_