

# AHAM Verification Program Procedural Guide Part 2 Clothes Dryers

Version 2.1



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## Sponsor:

Association of Home Appliance Manufacturers (AHAM) 1111 19<sup>th</sup> St. NW, Suite 402 Washington, DC 20036

#### Administrator:

UL Verification Services, Inc. 3020 1<sup>st</sup> Ave East Newton Iowa 50208-2705

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**Note:** The document revision history will only list the editorial revisions with the addition of alphanumeric letters next to the procedural guide version number and all the other substantial revisions will be indicated by a new version number.

#### **FOREWORD**

The Association of Home Appliance Manufacturers (AHAM) sponsors the Clothes Dryers **Verification Program** (**Program** or **Verification Program**). This Procedural Guide outlines the specific policies and procedures which applies to Clothes Dryers **Verification Program** operated by AHAM. This Procedural Guide Part 2 should be used in conjunction with the AHAM Verification Program Procedural Guide Part 1 for All Major Appliance Verification Programs.

In order for products to be sold into the market in the United States, they must be compliant with applicable energy efficiency standards. The U.S. Department of Energy (DOE) requests the product's Combined Energy Factor (CEF), in pounds per kWh and Drum Capacity (DC), in Cubic Feet, are requested at the time of certification. Other programs, such as the voluntary ENERGY STAR program, a joint program of DOE and the US Environmental Protection Agency (EPA), administered by EPA, may require that **Manufacturers** obtain third-party **Qualification** of their products prior to distributing them into the market place.

Product certification is the responsibility of the product **Manufacturer**. The AHAM **Program** is not a certification program – it does not test products prior to their entry into market and it does not submit certification compliance information to **Government Stakeholders** on behalf of the **Manufacturers**. The AHAM **Program** does not qualify products, in the same way that it does not certify products.

The ENERGY STAR program, as of January 1, 2011, requires that any Clothes Dryer enrolled in the ENERGY STAR program be part of a third-party **Verification Program**. The selection process for AHAM is based on a sampling rate of 10% of each **Participant's Basic Models** with targeted selection requests by **Government Stakeholders** and the remaining selected randomly. The AHAM Clothes Dryer **Verification Program** has been recognized as a Verification Administrator for ENERGY STAR.

Verification of a product's stated energy consumption is typically conducted through random selection and testing of products already on the market. The AHAM **Program** provides a uniform and commercially practical verification of Clothes Dryer's Drum Capacity, Combined Energy Factor and Drying Cycle Time values. The intent of this industry **Program** is to verify the claims for all clothes dryer models are consistent with the claims values certified to the ENERGY STAR by a **Manufacturer** or **Private Brand Owner**. The **Program** cannot and will not enforce a product's compliance with energy efficiency standards or other voluntary program requirements.

Participation in the **Program** is voluntary. An independent EPA-recognized, ISO/IEC 17025 (latest edition) accredited third party test laboratory under contract to AHAM provides verification and challenge testing based on the EPA ENERGY STAR Product Specification for dryers version 1.1 and DOE **Test Procedure** (10 C.F.R. Part 430, Subpart B, Appendix D2 for ENERGY STAR models and any challenged models that were

tested per Appendix D2 for certification to DOE), with additional specificity provided by approved

interpretations consistent with the DOE Test Procedure.

To participate in this Program, a Participant must list with AHAM all ENERGY STAR qualified models in

production consistent with EPA ENERGY STAR Qualified Product List (QPL) and meet the requirements of

16 CFR 305.11(a)(1), unless the models are outside the scope of the Verification Program Test Procedure.

The AHAM License Agreement (Agreement) is a contract between the Participant and AHAM and is the

governing document for participation in this Program. This Procedural Guide is an extension of, and is

incorporated into, the Agreement and provides for the administration and uniform execution of the

Program. General information and procedural details are included in this Procedural Guide. AHAM's

Major Appliance Verification Steering Committee (MAVSC), with oversight from the AHAM Legal

Operations Advisory Council (LOAC) as needed, and at their sole discretion, may revise the Procedural

Guide if such revision is deemed necessary, or as requested by DOE and EPA.

For additional information, contact:

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Washington, DC 20036

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In all Instances the term, **Test Procedure** references the Procedure found at 10 CFR Part 430 Subpart B, Appendix D2. In addition to the definitions found in AHAM **Verification Program** Procedural Guide Part 1, the following definitions apply:

#### 1. Definition of Terms

The text of the AHAM Verification Program Procedural Guide Part 1 is amended as follows:

All references to 10 CFR Part 430, Subpart B are amended to include Appendix D2 for ENERGY STAR models and any challenged models that were tested per Appendix D2 for certification to DOE. This will be noted throughout the Part 2 as the **Test Procedure** Amendment. The texts of definitions from 10 C.F.R. 430.2 and Part 430, Subpart B shall apply.

#### 1.19 PROGRAM

The text of the AHAM Verification Program Procedural Guide Part 1 is amended as follows:

The term AHAM Verification Program is replaced with AHAM Clothes Dryer Verification Program.

#### 1.25 PROGRAM YEAR

The Program year for the AHAM Clothes Dryer **Verification Program** is January 1 through December 31.

#### 1.26 QUALIFICATION

In addition to the **Test Procedure** Amendment referenced in Item 1, the text of the AHAM Verification Program Procedural Guide Part 1 is amended as follows:

The term claims is replaced with, Combined Energy Factor (CEF) and Drying Cycle Time ( $T_{dry}$ ) For Certified Values Claims (clause 5.6), the term is replaced with Drum Capacity (DC).

#### 1.33 TEST PROCEDURE

The text of the AHAM Verification Program Procedural Guide Part 1 is replaced with the following:

Verification and challenge testing will be based on the EPA ENERGY STAR Product Specification for Clothes Dryers V1.1 and DOE **Test Procedure**, 10 C.F.R. Part 430, Subpart B, Appendix D2 for ENERGY STAR models and any challenged models that were tested per Appendix D2 for certification to DOE, any waivers issued by DOE, Letters of Instruction issued by the AHAM Verification Department, with additional specificity provided by approved interpretations originating with the DOE **Test Procedure**. All **Test Procedure** interpretation questions arising during the course of verification and challenge testing will be referred to DOE for an official response.

#### 1.33.1 Test Method to Validate Demand Response

The Demand Response feature of a **Connected Model** shall be validated according to the applicable ENERGY STAR Test method to Validate Demand Response specified in the EPA ENERGY STAR Product Specification for Clothes Dryers V1.1

#### 1.33.2 Validation of Connected Functionality for Connected Allowance

For Connected Models, compliance with Connected Functionality shall be validated According to the appropriate section(s) of the EPA ENERGY STAR Product Specification for Clothes Dryers Version 1.1.

#### **1.36 Verification Requirements**

Test results shall be evaluated to the requirements of Version 1.1 of the ENERGY STAR Product Specification for Clothes Dryers, which includes Connected Product Criteria.

#### 2. Program Scope

Texts from AHAM Verification Program Procedural Guide Part 1 applies except as follows:

Reported claims will be Combined Energy Factor (CEF), and Drying Cycle Time ( $T_{dry}$ ). Additionally, Values for the AHAM program will be the Clothes Container with Drum Capacity (DC) in Cubic Feet.

#### 2.3 FACTORS VERIFIED

The text of the AHAM Verification Program Procedural Guide Part 1 is clarified as follows:

The factors verified are Combined Energy Factor (CEF), Drying Cycle Time ( $T_{DRY}$ ) per the maximum ENERGY STAR allowance, and Clothes Dryer Capacity (DC) to determine Product Class.

#### 2.5 ELIGIBLE MODELS

The text of the AHAM Verification Program Procedural Guide Part 1 is amended to include the following:

The term claims are replaced with Combined Energy Factor (CEF), Drying Cycle Time ( $T_{DRY}$ ). The AHAM Program claim is Clothes Dryer Capacity (DC).

#### 3. Program Requirements

The text of the AHAM Verification Program Procedural Guide Part 1 applies.

#### 4. Program Funding

The text of the AHAM Verification Program Procedural Guide Part 1 applies.

#### 5. Verification Procedure

#### **5.4 Verification and evaluation method**

Per 1.36, the Version 1.1 ENERGY STAR Clothes Dryers Specification – May 5, 2017 is the method that will be verified.

CEF shall be greater than or equal to the Minimum CEF (CEFMIN) as calculated per Equation 1 in the specification.

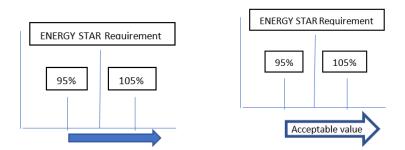
#### 5.5 FINDING OF COMPLIANCE WITH ENERGY STAR REQUIREMENTS

When verification test results indicate that the verified rating (rounded as noted below) is less than or greater than 5 % of the ENERGY STAR requirement for 1 unit or pass the statistical methods as outlined in EPA Directive 2011-04 (see Part 1 – Appendix A), verification is automatically established for the model tested and models within the same **Basic Model**.

These **Tolerances** are to allow for variations in testing that inevitably occur in any given laboratory facility, variations between laboratories, and variations in components. They are not to be used to rate a given model at values better than the expected average value of all **Units** from the assembly line.

#### 5.5.1 Combined Energy Factor

The Combined Energy Factor measured for any spot check production **Unit** shall not be less than 95.0% of the value required by the ENERGY STAR Product class (rounded to two decimals).



Informative Note: Based on 10 CFR 430.23 (d) (3) (3), the combined energy factor is determined in accordance with 4.8 of appendix D1 or D2, the result then being rounded off to the nearest hundredth (.01).

#### 5.5.2 Drying Cycle time:

The Drying Cycle Time measured for any spot check production **Unit** shall be 80 minutes or less as measured by Section 5.C, of the ENERGY STAR specifications.

#### 5.6 NOTIFICATION OF VARIATION FROM CERTIFIED VALUES

The intent of the industry is to assure that the average Combined Energy Factor, the Dryer Cycle Time and Drum Capacity for **Units** produced by each **Participant** is 100% of the certified rating.

#### 5.6.1 Combined Energy Factor

The Combined Energy Factor measured for any production **Unit** is compared to the value listed on ENERGY STAR **QPL**.

#### 5.6.2 Drying Cycle time:

The Drying Cycle Time measured for any production **Unit** is compared to the cycle time listed on ENERGY STAR **QPL**.

#### 5.6.3 Drum Capacity

The Drum Capacity measured for any production **Unit** is compared to the value listed on ENERGY STAR **QPL**.

Note: The Program Laboratory will conduct tests and evaluate test data within the framework of the Standard, License Agreement, and this Procedural Guide. It is the responsibility of each Participant to rate Units in accordance with these documents and applicable government regulations

The noted deviation from the certified ratings for Combined Energy Factor, Drying Cycle Time and Drum Capacity are included on the test report. The test report is forwarded to the Participant and AHAM

#### 5.7 FINDING OF NON- COMPLIANCE WITH ENERGY STAR

Note that if the spot check unit fails to meet the criterial in section 5.5 above, three additional samples shall be tested and the analysis per the Verification Testing Directive (EPA Directive No. 2011-04 most recent date) will be followed to determine a potential non-compliance. For a potential non-compliance, see clause 5.7 of AHAM Verification Program Procedural Guide Part 1.

# 6. Challenge Procedure

The text of the AHAM Verification Program Procedural Guide Part 1 applies, with the clarification that the claims are CEF, T<sub>DRY</sub> and/or DC, as appropriate to the challenge.

# 7. Proper Use of the Verification Claims

The Text of the AHAM Verification Program Procedural Guide Part 1 is applicable.

# APPENDIX A: AHAM CLOTHES DRYER VERIFICATION PROGRAM LICENSE AGREEMENT

			, her	einafter called	Licensee.	
location	(full	address)				
			ha	ving its princip	al offices at the f	ollowing
Washington,	DC	20036,	hereinafter	called	Licensor,	and
incorporated in	n the State o	f Illinois, having	its principal office	e at 1111 19th	Street, N.W., Su	ıite 402,
ASSOCIATION (	OF HOME AP	PLIANCE MANU	FACTURERS (AHAN	႔), a not-for-p၊	rofit business ass	ociation
This Agreeme	nt, made th	is da	ay of	, 2	0, by and b	oetween

#### WITNESSETH:

WHEREAS, The U.S. Department of Energy (DOE) has promulgated a Test Procedure for determining certain performance characteristics for Clothes Dryer in the USA;

WHEREAS, Licensor is the sponsor of a Verification Program in the USA (Verification Program or Program) in support of the acceptance and use of that standard and the procedures set forth in the Procedural Guide (s), all in the public interest, to the end that public confidence in said performance characteristics may be effectively promoted;

WHEREAS, Licensee wishes to participate in said Verification Program;

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

#### LICENSEE:

A.1. Shall, upon the signing of this Agreement, have (1) the same person signing this Agreement on its behalf and (2) the engineer designated by such person sign and submit to Licensor the Certification Affidavit attached hereto as Exhibit A.

- A.2. Shall abide by and comply with all provisions of the Procedural Guide (s) developed by AHAM for the implementation of the Verification Program.
- A.3. Shall abide by, comply with and have the right to be apprised of all decisions made by the governing AHAM product council or committee which affect this Verification Program. This product council/committee shall meet periodically with AHAM staff for communication, advice and counsel on the operation of the Verification Program, and shall determine all policy for the Verification Program.
- A.4. Shall abide by the following Verification Program Payment Policy: For verification program participants, if invoices are not paid within 90 days after the invoice date, the participant will be given written notice that they have an additional 45 days to become current, or it will result in termination from the program. If a terminated company wishes to rejoin the program, it will be required to pay all outstanding invoices, and a full year program fees in advance.

#### **LICENSOR AND LICENSEE:**

- B.1. Agree that the Procedural Guide (s) is an extension of this License Agreement, provides all necessary details for participation in the Verification Program and is incorporated by reference into this Agreement. Agree that Licensor has the right in its sole discretion to make changes to any aspect of the Procedural Guide (s) and Licensee will be bound by those changes. Revisions to procedures which become effective before the Procedural Guide (s) is reprinted will be outlined in Letters of Instruction from Licensor to Licensees; such letters will automatically amend the Procedural Guide (s) upon issuance.
- B.2. Agree that this Agreement shall extend for an initial period of one (1) year and shall be automatically renewable for successive additional periods of one (1) year each unless either party, at least thirty (30) days prior to the date of expiration, gives notice in writing that it does not wish the Agreement to be renewed; provided, however, that either Licensor or Licensee may terminate this License Agreement upon sixty (60) days' written notice to the other party.
- B.3. Agree that in the event that Licensee defaults under this Agreement, Licensor may immediately exclude Licensee from the Program by written notice sent by certified mail to Licensee. Under such circumstances, this Agreement will be considered void upon the date of Licensee's receipt of said written notice, and the remaining provisions concerning exclusion of a Licensee outlined in the Procedural Guide (s) shall be followed.
- B.4. Agree that the initial data on Licensee's certified rating(s) for models subject to the Program as submitted to the independent testing laboratory under contract to Licensor on forms provided by that laboratory (see the Procedural Guide (s) shall not be treated as confidential by either the laboratory or Licensor.

B.6 Except as provided in this paragraph, Licensee agrees to indemnify and hold harmless AHAM, its board of directors, officers and employees, their successors and assigns, for and from any and all claims, demands, lawsuits, judgments, contracts, debts, and expenses (including reasonable attorney's fees), of any kind or nature, whether at law or in equity, arising out of or in connection with the Licensee's participation in the AHAM Clothes Dryer Verification Program (including, but not limited to, a Licensee's conduct constituting a breach of this agreement and license), and/or the manufacture, design, information for use, warranties and representations, and use of Licensee's Clothes Dryers. No claim for indemnity under this paragraph shall be effective until Licensee has received from AHAM written notice of the claim for which AHAM believes it is entitled to indemnification hereunder. Licensee shall promptly reimburse AHAM for all costs and expenses incurred in defending AHAM against any such claims, demands, causes of action, or liability, including, but not limited to, attorney's fees. This indemnification shall survive termination of this agreement and license.

AHAM affirmatively disclaims any obligation to indemnify or hold harmless the Licensee from any and all claims, demands, lawsuits, judgments, contracts, debts, and expenses (including attorney's fees), of any kind or nature, whether at law or in equity, arising out of or in connection with any claims asserting infringement of a third party's trademark. In the event a third party files a claim against the Licensee asserting infringement of a third party's trademark, Licensee is required to provide AHAM with written notice of the claim within 14 days. AHAM will consider, in good faith but without obligation and in its sole discretion, whether it is appropriate to assist, intervene, indemnify or take any action with respect to the reported claim.

- B.7. Licensee acknowledges that it is responsible for compliance with laws or other requirements relating to the products and ratings under this program and shall indemnify and hold harmless Licensor for any violations of such laws or requirements
- B.8. The interpretation of this Agreement and the parties' performance there under shall be governed by the laws of the District of Columbia.
- B.9. In the event that any part or parts of this Agreement and/or the Procedural Guide (s) are found to be void, the remaining provisions shall nevertheless be binding, to the extent practicable, with the same effect as though the void parts were deleted.
- B.10. This Agreement, being the final and complete understanding between the above parties, supersedes and nullifies all prior agreements.

# Clothes Dryer Verification Program LICENSE AGREEMENT

To be signed by AHAM	President:	
ASSOCIATION OF HOME	E APPLIANCE MANUFACTURERS (Licensor)	
Signed by:		
Date:	Joseph M. McGuire, AHAM President & CEO	
To be completed by Lice	ensee:	
Company Name		(Licensee)
Print Name:		
Title:		
Date:		

#### Exhibit A

## **CERTIFICATION AFFIDAVIT**

(To be completed by Licensee)

The undersigned hereby c	ertify and state, on behalf of	
(	Licensee) that the ratings of energy consumption in pounds per	r kilowatt hours
and drum capacity in cubi	c feet for Clothes Dryer models submitted for Verification unde	er the foregoing
program by said License	e are accurately determined and stated in accordance with	the DOE Tes
Procedure (10 CFR Part 4)	30, Subpart B, Appendix D2), with additional specificity provide	ed by approved
interpretations consistent	with the DOE Test Procedure.	
·		
To be completed by Engin	eer [Reference Section A.1 (2)]:	
Signed by:		
Signed by.		
Print Name:		
Title:		
Date:		
•	individual that signed the License Agreement on page 3 [Refere	nce Section A.1
(1)]:		
Signed by:		
Print Name:		
Title:		
Date:		

#### **Exhibit B**

#### PRIMARY CONTACT FOR TECHNICAL ISSUES

(Note: All verbal and written communications will be in English)

COMPANY:	
NAME:	
TITLE:	
E-MAIL:	
PHONE NUMBER:	
FAX NUMBER:	
MAILING ADDRESS:	
COUNTRY:	

### PRIMARY CONTACT FOR INVOICING/BILLING/PAYMENT

(Note: All verbal and written communications will be in English)

COMPANY:	
NAME:	
TITLE:	
E-MAIL:	
PHONE NUMBER:	
FAX NUMBER:	
MAILING ADDRESS:	
COUNTRY:	

#### **SECONDARY CONTACT FOR ADMINISTRATIVE ISSUES**

(Note: All verbal and written communications will be in English)

COMPANY:	
NAME:	
TITLE:	
E-MAIL:	
PHONE NUMBER:	
FAX NUMBER:	
MAILING ADDRESS:	
COUNTRY:	

## SECONDARY CONTACT FOR INVOICING/BILLING/PAYMENT

(Note: All verbal and written communications will be in English)

COMPANY:	
NAME:	
TITLE:	
E-MAIL:	
PHONE NUMBER:	
FAX NUMBER:	
MAILING ADDRESS:	
COUNTRY:	

# APPENDIX B: AHAM CLOTHES DRYER VERIFICATION PROGRAM CHALLENGE REQUEST FORM

		Date of	
		Request:	
	·		
Brand Name:		Model Number:	
Manufactured By:		Manufactured For:	
Reason for Challenge (check	all that apply):	Required Informati	on for Submittal
Combined Energy Factor		Reason for challenge	
(ENERGY STAR Claim)		Test data or calculations t	o support challenge
Drum Capacity		Reason for challenge	
(AHAM Program		Test data or calculations t	o support challenge
Drying Cycle		Dancar for shallours	
Time (ENERGY		Reason for challenge	
STAR Claim)		Test data or calculations t	o support challenge
Algorithm		Reason for challenge	
Algorithm		Test data or calculations t	o support challenge
Participant Approval			
AHAM Approval			
Laboratory Approval			

#### APPENDIX C: EXAMPLE PROGRAM PRODUCTION SURVEY

#### **CONFIDENTIAL**

#### AHAM CLOTHES DRYER PROGRAM PRODUCTION SURVEY

**TO:** Clothes Dryer Verification Program Participants

**FROM:** Randy Cooper, Vice President, Technical Operations & Standards

**CA:** Charles Samuels

RE: CERTIFIED PRODUCTION SURVEY

**ACTIONS** (1) Confirm receipt to AHAM (<u>amartin@aham.org</u>) upon delivery.

**REQUESTED:** (2) Complete and return to AHAM (accounting@aham.org)

The AHAM Clothes Dryer Verification Program requires that participants in the program complete a Certified Production Survey annually so that testing and participation fees for the upcoming calendar year (2020) can be accurately determined. **The information provided in the survey is kept confidential within AHAM.** 

Attached is a survey sheet to be completed with your <u>actual</u> certified sales volume and number of ENERGY STAR® qualified Basic Models of clothes dryers for the twelve-month period of July 1, 20**18** through June 30, 20**19**. Participants will be required to pay the initial estimated <u>testing</u> <u>fees</u> at the beginning of each program year. <u>Participation fees</u> will be invoiced quarterly during the calendar year based on the fees shown on the attached survey form.

Please note that Officer Verification is required to verify all figures reported to AHAM Verification Programs for accuracy and completeness.

As indicated on the INSTRUCTIONS sheet (page 2), please:

- 1. Confirm receipt of this form to Angela Martin (amartin@aham.org) upon delivery; and
- 2. Complete and return the enclosed confidential survey and Officer Verification (pages 4 6) by **July 31, 2019** to AHAM's Accounting Department at <u>Accounting@aham.org.</u>

The Production Surveys are due within thirty (30) business days from the date it was sent to the Participant or as agreed to with the Participant.

If you believe that the survey should be directed to someone else within your organization, please forward the survey to that individual and immediately notify Angela Martin via e-mail at <a href="mailto:amartin@aham.org">amartin@aham.org</a>. Thank you for your cooperation.

#### **INSTRUCTIONS**

- 1. Confirm receipt of this production survey to Angela Martin via e-mail at <a href="mailto:amartin@aham.org">amartin@aham.org</a> upon receipt.
- 2. Review instructions and guidelines.
- 3. Fill out the Production Survey Form as described on the form.
- 4. Update the Company contact information
- 5. Update the "Send invoices to" information.
- 6. Have an officer execute the Officer Verification Form.
- 7. Return Production Survey Form and Officer Verification Form by **July 31, 2019** to:

E-MAIL: <a href="mailto:accounting@aham.org">accounting@aham.org</a> (scan and send)

AHAM Accounting Department Association of Home Appliance Manufacturers 1111 19<sup>th</sup> Street NW Suite 402 Washington, DC 20036

FAX: (202) 872-9354

#### **GUIDELINES FOR SOURCED MODEL PRODUCT REPORTING**

Please use the following guidelines to determine which entity involved in a sourcing agreement is responsible for reporting and ensuring payment of the verification program fees.

- 1. All models in production consistent with EPA ENERGY STAR QPL, by a Participant of an AHAM Verification Program are to be included in the Program, regardless of the Original Equipment Manufacturer.
- 2. If a Participant buys product from another Participant, the manufacturing Participant is responsible for the resulting Program fees and must include the sourced models in its own production figures.
- 3. If a Participant buys product from a non-Participant, the Participant is responsible for the resulting Program fees and must therefore include the sourced models in its product figures (i.e., count-sourced models as their own production).
- 4. A retailer who is a private brand owner and purchases models from both Participant and non-Participant manufacturers may be a Program Participant. Such a Participant must claim the models manufactured by a non-Participant as its production and will be responsible for all fees associated with these models.
- 5. In the case of an alternative arrangement (i.e., purchasing Participant agrees to pay the Program fees), the purchasing Participant has the ultimate responsibility of ensuring the sourced product production data is properly reported and Program fees are paid.
- 6. ENERGY STAR qualified models sourced from OEM's that are not Licensees of the AHAM Program must be included in the Participants Model Submission Form.

# **APPENDIX D: Applicable Letter of Instructions (LOI's)**

The below LOI's are applicable to testing of Clothes Dryers:

- LOI # 16: Tighten clothes dryer test conditions within allowable ranges under 10 C.F.R. Part 430, Subpart B, Appendix D2 (59859)
- 2. LOI # 19 EPA Selection Tree COVID-19 (92803)