

# Misc. High Efficiency Equipment Technical Sheet

## Energy Solutions for Business

Baltimore Gas and Electric Company (BGE) offers incentives through its Smart Energy Savers Program® to help commercial, industrial, government, institutional and non-profit electric service customers offset the upfront costs for energy-efficient improvements. The Misc. High Efficiency Equipment Technical Sheet covers commercial electric kitchen equipment, refrigeration equipment, common plug load equipment and appliances in projects such as retrofits of existing inefficient equipment, new construction, major renovation and remodeling, new equipment purchases and end-of-life equipment replacements. Measures can include refrigeration controls, cooking equipment, refrigerators, freezers, ice machines, and smart energy strips.

## Instructions

### Eligible Participants

Incentives are available to non-residential, commercial, industrial, government, institutional, and non-profit electric service customers within the BGE service territory that fall under rate schedules G, GS, GL, P, or T.

### Eligible Equipment

All equipment must be new and meet all designated requirements. Used equipment or equipment not meeting program and/or technical requirements is not eligible for incentives. Existing equipment must be removed and may not be reinstalled within the BGE service territory.

### Submitting an Application

All Misc. High Efficiency Equipment applications, regardless of the total requested incentive amount, require a [program pre-approval letter](#). No amount of existing equipment being replaced may be removed or altered, and no amount of proposed equipment applied for may be purchased and/or installed prior to the issuance of a program pre-approval letter. To receive a program pre-approval letter, an application must first be submitted for review through [BGE's Application Center](#) and include the manufacturer data (cut) sheets for all proposed equipment.

### Approval Requirements

Once an application has been submitted, the project will be assigned a project ID. A [program pre-approval letter](#) will be issued once the application has been pre-approved. Only at this time may any existing equipment being replaced be removed or altered and may the proposed equipment being applied for be purchased and/or installed. Once the installation of all proposed equipment is complete and the BGE customer is satisfied with the equipment and installation, the BGE customer must sign the program pre-approval letter. The BGE customer-signed pre-approval letter must be uploaded to the [BGE Application Center](#) along with the final detailed invoice(s). All retrofit projects are expected to be completed within six months of the date of the program pre-approval letter. All new construction projects are expected to be completed within one year of the date of the program pre-approval letter.

### Program Details

Details of the program, including incentive levels and technical requirements, are subject to change without prior notice. You may go to [BGESmartEnergy.com](#) to get the most current program information, or you may call 410.290.1202.

Total incentives are limited to \$1,000,000 per Federal Tax ID per calendar year. Incentives above this level may be granted on a case-by-case basis

subject to program budget limitations. BGE reserves the right to deny any application that may result in BGE exceeding its program budget.

## Participation Instructions

### Step 1

Verify that your project meets the eligibility requirements specified on the this Technical Sheet. Visit the program website at [BGESmartEnergy.com/business/energy-solutions-business](#) or contact us at 410.290.1202 with any questions about eligibility.

### Step 2

Whether the application is submitted by the BGE end-use customer or the Service Provider, the Service Provider and/or installation contractor must submit an [Energy Solutions for Business Service Provider application](#) prior to the submission of incentive applications. The party listed as completing and submitting the application must be the party who completes and submits the application. Service Providers and installation contractors must be properly licensed and insured and could face participation restrictions based on their cumulative score through the Application Evaluation System. For a list of Service Providers who have participated in the program and currently have no participation restrictions, please visit the Energy Solutions for Business [Service Provider Directory](#).

### Step 3

Visit [the Application Center](#) to submit an online application. Refer to the Application Checklist to verify that all required information and documentation are included for submission to BGE.

All elements of a completed application must be uploaded to [the Application Center](#). All applications will be reviewed for eligibility and completeness. Completed applications will be reviewed in the order received. Applicants who submit incomplete applications will be notified of deficiencies. BGE may require a pre-installation inspection and will notify customers if an inspection of the facility is necessary.

### Step 4

The application will be processed, and BGE will notify the applicant in writing when the review is complete and if funds have been reserved. Upon receipt of the program pre-approval letter, participants may begin removing/altering existing equipment and purchase and install the program-approved energy-efficient equipment.

Notify BGE immediately if there are any changes to the scope of work, as this may require additional pre-approval.

### Step 5

Upon project completion, please review your approved application and note any changes to the project that occurred during installation. The BGE end-use customer must sign and return the [pre-approval letter](#) and provide invoices for all energy efficiency measures. BGE may require a post-installation inspection to verify compliance with program rules and verify the accuracy of project documentation and equipment operation.

BGE will authorize payment upon the application's review and approval. The incentive check should be received within 6-8 weeks after the project's completion and final project approval.

## Questions

If you have questions about the program, call 410.290.1202, email [Business@BGESmartEnergy.com](mailto:Business@BGESmartEnergy.com) or visit [BGESmartEnergy.com](#)

## I. COMMERCIAL REFRIGERATION ELIGIBILITY REQUIREMENTS

### Anti-Sweat Heat Controls

Must install a device that senses the relative humidity in the air outside of the display case and reduces or turns off the glass door (if applicable) and frame anti-sweat heaters at low humidity conditions. Equivalent technologies that can reduce or turn off anti-sweat heater based on the amount of condensation formed on the inner glass pane may also qualify. Incentive not available for equipment in new walk-in freezers or coolers.

### Reach-In Door Closers

The auto-closer device should be applied to the glass reach-in door of a walk-in cooler (40°F) or freezer a (0°F). The reach-in door must have minimum perimeter of 16 feet. The auto-closer must be able to firmly close the door. Incentive not available for equipment in new walk-in freezers or coolers.

### Strip Curtains for Walk-In Coolers and Freezers

Must install new strip curtains or clear plastic swinging doors on doorways of walk-in boxes and refrigerated warehouses. This incentive is not available for display cases or replacing existing strip curtains. Incentive is based on square footage of doorway.

### ECM Evaporator Fan Motor

This measure is applicable to the replacement of an existing standard efficiency shaded-pole evaporator (S-P) or permanent split capacitor (PSC) fan motor in refrigerated walk-in or reach-in boxes (coolers or freezers). The replacement unit must be an Electronically Commutated Motor (ECM). An ECM is a brushless DC motor with an electronically controlled commutator that allows the motor to operate much more efficiently than the shaded-pole motors with an electro-mechanical commutator typically used in refrigeration applications. This measure cannot be used in conjunction with the Evaporator Fan Controller measure. Incentive not available for equipment in new walk-in freezers or coolers.

### Evaporator Fan Controller on Existing Shaded-Pole Motor

Must reduce airflow of evaporator fans in medium-temperature walk-in coolers when compressor(s) cycle off and there is no refrigerant flow through the evaporator. Must control a minimum fan load of 1/20 horsepower where the fan(s) operate continuously at full speed. Must reduce fan motor power by at least 75% during the compressor off-cycle. Do not use if any of the following conditions apply:

1. The compressor runs all the time with high-duty cycle;
2. The evaporator fan does not run at full speed all the time;
3. The evaporator fan motor runs on poly-phase power;
4. The evaporator fan motor is not shaded-pole; or
5. The evaporator does not use off-cycle or time-off defrost.
6. Incentive not available for equipment in new walk-in freezers or coolers.

### Refrigeration Display Case Doors on Open Display Case

Open cases spill cold air requiring added refrigeration energy and ambient reheat energy. Adding doors reduces defrost cycles & raise evaporator temperature set-point.

### Night Covers for Refrigerated Cases

Energy savings are based upon reduced compressor load that results from the decreased mixing of the refrigerated display case air and the air outside the case. Demand savings are not recognized for this measure as the reduced load only occurs during off peak hours.

### Anti-Fog Film

0.1 mm thick polyethylene terephthalate (PET) hydrophobic sheet with adhesive (R-value 0.00235). Saves energy through eliminating need for door heaters and frame heaters.

### Evaporator Fan Control

Energy savings are achieved by reducing the speed of the evaporator fans on refrigerator and freezer cases by at least 75% for ECM & 100% for non-ECM when compressor not running. Assumptions made in calculations.

1. ECM average connected load is 44W
2. Walk-in cases are assumed to contain 2 ECM motors
3. Walk-in cases with reach-in glass doors are assumed to contain 6 ECM motors
4. Assumed compressor duty cycle is 40% for winter & 50% for non-winter

II. COMMERCIAL REFRIGERATION EQUIPMENT AND INCENTIVES

Measure (also known as Product)	Per Unit Incentive	Application Center Equipment Guide	
		Product Type	Category
Anti-Sweat Heat Controls	\$40 per door	Refrigeration	Prescriptive Refrigeration
Reach-In Door Closer	\$40 per cooler door closer		
	\$50 per freezer door closer		
Strip Curtains for Walk-In Coolers and Freezers	\$3 per square foot		
ECM Evaporator Fan Motor	\$50 per motor		
Evaporator Fan Controller on Existing Shaded-Pole Motor	\$75 per motor		
Evaporator Fan Control	\$1,000 per cooler		
Refrigeration Display Case Doors on Open Display Case	\$600 per case (make/LF)	Refrigeration Equipment	Refrigeration Equipment
Night Covers for Refrigerated Cases	\$500 per case		
Anti-Fog Film	\$8 per square foot		

### III. COMMERCIAL KITCHEN ELIGIBILITY REQUIREMENTS

#### **Spray Rinse Valves**

Must meet or exceed the EPA's specification set for the maximum flow rate for "WaterSense" labeled pre-rinse spray valves of 1.28 gpm.

#### **Electric Fat Fryers**

The commercial fryer must have a tested heavy load (French fry for large vats) cooking energy efficiency of greater than 80% utilizing American Society for Testing and Materials (ASTM) Standard F1361 for commercial fryers and ASTM Standard F2144 for large vat fryers. Multiple vat configurations are paid per qualifying vat. ENERGY STAR maintains a list of qualifying products and specifications at <http://www.energystar.gov/>. To determine if non-ENERGY STAR models meet the ASTM standard, contact your manufacturer's representative.

#### **Electric Steam Cookers**

The commercial steam cooker must meet ENERGY STAR specifications for energy efficiency.

#### **Electric Insulated Holding Cabinets**

Insulated holding cabinets must meet or exceed CEE Tier 2 specifications and not exceed 20 watts per cubic foot idle energy use. Cook and hold food cabinets are eligible through the Custom program.

#### **Electric Griddles**

The griddle must meet or exceed heavy load cooking energy efficiency of greater than 70% utilizing ASTM Standard F1275.

#### **Electric Convection Ovens**

The oven must meet or exceed heavy load potato cooking energy efficiency of greater than 70% utilizing ASTM Standard F1496.

#### **Electric Combination Ovens**

The oven must meet or exceed heavy load potato cooking energy efficiency of greater than 60% utilizing ASTM Standard F1639.

#### **Commercial Refrigerators/Freezers**

The refrigeration system shall be built-in (packaged). Cases with remote refrigeration systems do not qualify. Customers must provide proof that the appliance meets the CEE energy efficiency specifications using ANSI/ASHRAE Standard 72-2005 (commercial food grade refrigerator 38°F +/- 2°F, commercial food grade freezer 0°F +/- 2°F).

#### **Ice Machines**

This specification covers machines generating 60 grams (2 oz.) or lighter ice cubes, as well as flaked, nugget, crushed and fragmented ice makers. Performance data is based on ARI Standard 810. Only air-cooled machines (self-contained, ice making heads or remote condensing) are eligible.

IV. COMMERCIAL KITCHEN EQUIPMENT AND INCENTIVES				
Measure (also known as Product)	Type/Size	Per Unit Incentive	Application Center Equipment Guide	
			Product Type	Category
<b>Electric Food Preparation Equipment</b>				
Spray Rinse Valves		\$75	Residential/Commercial Appliances	Commercial Appliances
Fat Fryers	Open deep fat fryers	\$200	Cooking Equipment	High Efficient Cooking Equipment
	Large vat fryers	\$200		
Steam Cookers		\$750		
Insulated Holding Cabinets	Full-size cabinets	\$300		
	Three-quarter size cabinets	\$200		
	Half-size cabinets	\$200		
Griddles		\$250		
Convection Ovens		\$350		
Combination Ovens		\$1,000		
<b>Refrigerators and Freezers</b>				
Solid Door Reach-In Refrigerators	< 19 cubic ft	\$75	Refrigeration	Prescriptive Refrigeration
	19–20 cubic ft	\$100		
	21–60 cubic ft	\$150		
	61–90 cubic ft	\$225		
Solid Door Reach-In Freezers	< 19 cubic ft	\$100		
	19–20 cubic ft	\$200		
	21–60 cubic ft	\$320		
	61–90 cubic ft	\$500		
Glass Door Reach-In Refrigerators	< 19 cubic ft	\$75		
	19–20 cubic ft	\$100		
	21–60 cubic ft	\$125		
	61–90 cubic ft	\$150		
Glass Door Reach-In Freezers	< 19 cubic ft	\$100		
	19–20 cubic ft	\$200		
	21–60 cubic ft	\$250		
	61–90 cubic ft	\$300		

IV. COMMERCIAL KITCHEN EQUIPMENT AND INCENTIVES <i>continued</i>				
Ice Machines				
Ice Machine - CEE Tier I	< 450 lbs per 24 hrs	\$50	Refrigeration	Food Service
	450–1,000 lbs per 24 hrs	\$100		
	> 1,000 lbs per 24 hrs	\$150		
Ice Machine - CEE Tier II	Cube & Nugget (< 450 lbs per 24 hrs)	\$75		
	Cube & Nugget (450–1,000 lbs per 24 hrs)	\$125		
	Cube & Nugget (> 1,000 lbs per 24 hrs)	\$150		
	Flake (< 450 lbs per 24 hrs)	\$100		
	Flake (450–1,000 lbs per 24 hrs)	\$175		
	Flake (> 1,000 lbs per 24 hrs)	\$250		

V. COMMERCIAL APPLIANCE ELIGIBILITY REQUIREMENTS

- Commercial Dishwashers**  
Qualifying products must be listed on ENERGY STAR qualifying product list, <http://www.energystar.gov/>, or meet ENERGY STAR idle energy rate and water consumption limits, as determined by both machine type and sanitation approach (chemical/low temp versus high temp).
- Commercial Clothes Washers**  
Qualifying product must be listed on the CEE qualifying product list for the appropriate Tier or meet the CEE criteria;
- For CEE Tier 2, a Modified Energy Factor (MEF) of 2.2 or greater and a Water Factor (WF) of 4.5 or lower.
- Water Coolers**  
Qualifying products must be listed on ENERGY STAR qualifying product list, <http://www.energystar.gov/>, or meet or exceed ENERGY STAR’s standards relating to daily maximum energy consumption for each unit type.
- Room Air Conditioners**  
Qualifying products must be listed on ENERGY STAR qualifying product list, <http://www.energystar.gov/>, or meet or exceed ENERGY STAR’s minimum EER rating based on capacity and unit type.
- Dehumidifiers**  
Qualifying products must be listed on ENERGY STAR qualifying product list, <http://www.energystar.gov/>.

VI. COMMERCIAL APPLIANCES AND INCENTIVES

Measure (also known as Product)	Type	Per Unit Incentive	Application Center Equipment Guide	
			Product Type	Category
Commercial Dishwasher	High Temperature Under Counter	\$250	Residential/Commercial Appliances	Commercial Appliances
Commercial Dishwasher	High Temperature Door Type	\$450		
Commercial Dishwasher	High Temperature Single Tank Conveyor	\$600		
Commercial Dishwasher	High Temperature Multi Tank Conveyor	\$1,000		
Commercial Dishwasher	Low Temperature Under Counter	\$50		
Commercial Dishwasher	Low Temperature Door Type	\$300		
Commercial Dishwasher	Low Temperature Single Tank Conveyor	\$300		
Commercial Dishwasher	Low Temperature Multi Tank Conveyor	\$500		
Commercial Clothes Washer	CEE Tier 1	\$100		
Commercial Clothes Washer	CEE Tier 2	\$200		
ENERGY STAR Water Cooler		\$50		
ENERGY STAR Room AC		\$25		
ENERGY STAR Dehumidifier		\$25		

**VII. PLUG LOAD ELIGIBILITY REQUIREMENTS**

**“Smart” Power Strips**

Incentive applies to any plug strip that eliminates idle or stand-by power consumption of connected plug-load appliance through the use of an electric load sensor or timer. New construction is not eligible.

**Personal Occupancy Sensor**

Incentive applies to any plug strip that eliminates idle or stand-by power consumption of connected plug-load appliance through the use of an occupancy sensor. New construction is not eligible.

**Hotel Room HVAC Controls and Hotel Room HVAC /Receptacle Controls**

Facility must be a lodging business. Incentives are for occupancy-based guest room energy management controls. Occupancy control may be room-key activated or sensed due to motion and/or sound and must control the HVAC system serving the room. Front desk control systems and new construction are not eligible.

**Vending Machine Control – Non-refrigerated**

Incentives are for controllers for non-refrigerated snack vending machine(s) with mechanisms that function to power down the machine if the surrounding area is vacant.

**Vending Machine Control – Refrigerated**

Incentives are for controllers for glass fronted coolers and refrigerated snack vending machines where the controller functions to power down the machine when the surrounding area is vacant (vending machine occupancy control), monitors the room temperature and re-powers the cooling system to maintain a cool product.

**VIII. PLUG LOAD EQUIPMENT AND INCENTIVES**

Measure (also known as Product)	Per Unit Incentive	Application Center Equipment Guide	
		Product Type	Category
“Smart” Power Strips	\$10/strip	Plug Control	Plug Load Control
Personal Occupancy Sensor	\$20/sensor	Lighting	Lighting Controls/Sensors
Hotel Room HVAC Controls	\$70/room	HVAC Terminal, Distribution and Control Equipment	Custom HVAC Terminal/Distribution/Control
Hotel Room HVAC/Receptacle Controls	\$80/room		
Vending Machine Control – Non-refrigerated	\$30/control	Residential/Commercial Appliances	Commercial Appliances
Vending Machine Control – Refrigerated	\$75/control		

**IX. WINDOW FILM ELIGIBILITY REQUIREMENTS**

New window film must be installed on east, west or south facing windows with no shading.  
 The existing windows must not have window films.  
 The entire window pane must be covered with new window films.  
 The proposed window film should have a solar heat gain coefficient (SHGC) of 0.40 or less or a shading coefficient (SC) of 0.45 or less.  
 Incentives are available for retrofit application only. The window films must be NFRC certified.

**X. WINDOW FILM**

Measure (also known as Product)	Per Unit Incentive	Application Center Equipment Guide	
		Product Type	Category
Window Film	\$1/square ft	Building Envelope	Windows, Glazing and Treatments

## XI. CHECKLIST

Please include the following items when you apply through [the Application Center](#):

- BGE electric account number
- Supporting documentation to include manufacturer's specification (cut) sheets
- Terms and Conditions signed by the BGE end-use customer

BGE will process applications for payment in the order received and issue incentive payment within 6–8 weeks after project completion and approval. Applicants will be notified if post-installation inspections are required prior to final payment. **Please note that failure to provide any of the above items may delay the processing of your application and result in a reduction in a Service Provider's Evaluation Score.**



## XII. TERMS AND CONDITIONS

- 1. Eligibility:** Incentives are available to industrial, commercial, government and institutional electric distribution service Customers for the purchase and installation of qualifying energy-savings measures in the BGE service territory. These incentives are available to all customers who pay the Energy Efficiency Charge, for commercial customers, regardless of the retail electric supplier. BGE reserves the right to deny any application that may result in BGE exceeding its program budget. Incentives are offered on a first-come, first-served basis and are subject to project and Customer eligibility, availability of funds and distribution of incentives across the BGE Customer base. Total incentive limits per Corporate tax ID per year for all incentives (prescriptive and custom) are limited to \$1,000,000.
- 2. Approval and Verification:** *Pre-approval is required for all projects.* BGE reserves the right to pre-inspect any project prior to pre-approval. No project related energy-savings measures may be contracted for, purchased or installed prior to the date of BGE's pre-approval. Projects must be completed within the timeframe by the date listed on the pre-approval notification letter, (within 180 calendar days of project pre-approval for retrofit projects and (1) one year of pre-approval for new construction projects). All projects that require pre-approval may also pre-inspection. BGE reserves the right to verify sales transactions and to have reasonable access to your facility to inspect the energy-savings measures installed under this initiative, prior to issuing incentives, or at a later time. BGE reserves the right, for any reasons, to stop pre-approving energy-savings measures at any time without notice. In particular, BGE is not obligated to pre-approve any application for an incentive that may result in BGE exceeding its program budget. BGE reserves the right to exclude any proposed energy saving measures based on engineering analysis.
- 3. Proof of Purchase:** The application must have complete information and be submitted with an invoice itemizing the new equipment purchased. The invoice must indicate the date of purchase, the size, type, make, model, serial number, part number and/or equipment manufacturer specification sheets. The signed acknowledgement must be returned to [Business@BGESmartEnergy.com](mailto:Business@BGESmartEnergy.com).
- 4. Compliance:** All projects must comply with all federal, state and local codes. All equipment must be new. Used or rebuilt equipment is not eligible for incentives. Existing equipment must be removed and disposed of in a proper and legal manner. BGE encourages that equipment is disposed of and/or recycled in an environmentally friendly manner. Existing equipment must meet specification requirements and be purchased and operating prior to submitting the application form. Only one incentive will be granted for each project. Incentives granted to contractors, distributors or other market providers cannot also be claimed by end-use Customers.
- 5. Payment:** BGE will authorize payment upon the application's review and approval should funds be available. The incentive check will be mailed 6–8 weeks after the project's completion and payment approval. Incomplete applications will be returned. The Customer may assign the incentive payment to a qualified contractor or other third party (if allowed). The benefits/payments conferred upon the Customer or their designated contractor through participation in this program may be taxable by the federal, state and local government. The Customer or its designated contractor is responsible for declaring and paying all such taxes.
- 6. Inspection:** BGE staff or its representatives may conduct an inspection of the facility to survey the installed projects.
- 7. Publicity:** BGE reserves the right to publicize your participation in this program.
- 8. BGE/Program Logo:** Customers or market providers may not use the BGE or Program name or logo in any marketing, advertising or promotional materials without BGE's prior written permission.
- 9. Disclaimers:** BGE does not endorse any particular market provider, manufacturer, product, labor or system design by offering this program; will not be responsible for any tax liability imposed on a Customer as a result of the payment of incentives; does not expressly or implicitly warrant the performance of installed equipment or contractor's quality of work (contact your contractor for detailed warranties); is not responsible for proper and legal disposal/recycling of any waste generated as a result of this project; and is not liable for any damage caused by the installation of the equipment or for any damage caused by the malfunction of the installed equipment.
- 10. Verification:** Any Customer receiving an incentive payment may be contacted by an evaluator to verify service/equipment installation or be asked to complete a written, oral or electronic Customer survey.
- 11. Application Does Not Entitle Customer to Participate:** The program described in this application may be altered, suspended or canceled by BGE at any time without prior notice. Under such circumstances, the Customer is not entitled to any program benefits in excess of those approved prior to such action by BGE. Submission of a completed application does not entitle the Customer to program participation or guarantee payment. Entitlement to program participation can only occur after BGE has a signed copy of and reviewed the application and granted pre-approval if required by BGE.
- 12. Removal of Equipment:** The Customer agrees, as a condition of participation in the program, to remove and dispose of the equipment being replaced by the energy savings measures in accordance with all legal requirements. The Customer agrees to not install any of the removed equipment in the BGE service territory. The customer is eligible for additional incentives after the replaced or retrofitted equipment has been installed for a minimum of 2 years.
- 13. Evaluation Follow-up Visits:** The Customer agrees, for a period of three (3) years after the final incentive payment, to allow BGE or its assigned contractor to conduct on-site inspections to verify that the qualified measures or higher efficiency equipment is installed and to conduct other measurement and verification activities to assess the amount of energy savings achieved. Such activities may require the installation of energy monitoring equipment.
- 14. Changes to the Program:** BGE may change the program and the Terms & Conditions at any time without notice. Pre-approved applications, however, will be processed to completion under the Terms & Conditions in effect at the time of the pre-approval by BGE. Notwithstanding the foregoing, BGE reserves the right to delay or deny payments to pre-approved applications if it may result in exceeding the program budget.
- 15. No Warranties:** BGE does not endorse, guarantee or warrant any particular manufacturer or product, and BGE provides no warranties, expressed or implied, for any products or services. The Customer's reliance on warranties is limited to any warranties that may arise from, or be provided by contractors, vendors, etc. The Customer acknowledges that neither BGE nor any of its consultants are responsible for assuring the design, engineering and construction of the Facility, or that the installation of the energy-savings measures is proper or complies with any particular laws (including patent laws), codes or industry standards. BGE DOES NOT MAKE ANY REPRESENTATIONS OF ANY KIND REGARDING THE RESULTS TO BE ACHIEVED BY THE ENERGY-SAVINGS MEASURES OR THE ADEQUACY OR SAFETY OF SUCH MEASURES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 16. Limitation of Liability:** BGE's sole liability is limited to paying the properly qualified rebates specified herein. Neither BGE nor any of its affiliates shall be liable to the Customer or any other party for any indirect, consequential or incidental damages, regardless of the theory of recovery, caused by or arising from any activities associated with this program.
- 17. Vendor Selection:** BGE acknowledges that the Customer may select any vendor or contractor to perform the work contemplated by this Application, even after the Application is submitted for pre-approval by BGE. Notwithstanding the foregoing, the Customer, vendor and/or contractor acknowledges that BGE has the right to restrict or prohibit specific vendors or contractors from program participation based on not meeting a minimum designated Service Provider Evaluation rating, demonstrated instances of unsatisfactory quality of workmanship, customer service-related matters, or any other reason deemed necessary by BGE. BGE reserves the right to request and be provided with any and all current and applicable business licenses and/or construction permits as required by the state of Maryland or its counties as well as a Certificate of Insurance (COI) with designated minimum coverage amounts as required by BGE from any party directly or indirectly supporting the BGE Customer's participation in this application. Expired licenses, Certificates of Insurance (COI), and/or permits will not be accepted. Failure to provide BGE with this request may result in cancellation of this application and denial of incentives.
- 18. Obligations Between the Parties:** Customer acknowledges that any contractor selected by the Customer is not an agent, contractor or subcontractor of BGE. BGE shall have no obligation to maintain, remove or perform any work whatsoever on the energy-savings measures installed. BGE shall have no liability for contractor's failure to perform, for failure of the energy-savings measures to function, for any damage to the Customer's premises caused by the contractor or for any and all damages to property or injuries to persons caused by the energy-savings measures.
- 19. Energy Benefits:** BGE is entitled to 100% of the energy benefits associated with the energy-savings measures, excluding the value of energy cost savings realized by the Customer, but including all rights to all associated PJM Energy, Capacity and Reserves Products, and the Customer agrees to provide BGE with such further documentation as BGE may request to confirm its ownership of such benefits and products.
- 20. Customer's Certification:** Customer certifies that he/she has purchased and installed the equipment listed above at the defined location. Customer agrees that all information is true and that he/she has conformed to all program and equipment requirements listed.

For more information about the program, go to [BGESmartEnergy.com](http://BGESmartEnergy.com) or call 410.290.1202.