

SMECO ENHANCED UNITARY HVAC MAINTENANCE PROGRAM

Incentive Details

TERMS & CONDITIONS

1. Program Offer: This application covers SMECO commissioning services that qualify for incentives. Each project requires pre-approval in accordance with Section 4 prior to implementing commissioning services. The project must be completed and all post-completion documentation specified in Part II – Customer Acknowledgement of this application and/or in the Building Tune-up Technical Resource Manual (“post-completion documentation”) must be submitted within six (6) months of the pre-approval date (as defined in Section 4) for HVAC Tune-up projects. SMECO may cancel this application without liability if customer has (1) not completed the approved project within the above time period, and has (2) not applied to SMECO for a pre-approval extension 30 days prior to the expiration of the above time period. NOTE FOR ALL PROJECTS: Incentive payments may be denied or reduced for the following reasons: (1) failure to request an extension for delayed completion, or (2) failure to follow guidelines, or (3) failure to provide required documentation.

2. Eligibility: Incentives are available to SMECO industrial, commercial, government, and institutional electric service customers for the completion of an HVAC tune-up once every three (3) years in the SMECO Maryland service territory, subject to these Terms and Conditions and the requirements included in the Enhanced Unitary HVAC Maintenance technical sheet.

3. Ownership of Capacity and/or Energy/Environmental Savings Credits: SMECO holds sole rights to any electric system capacity credits and energy or environmental credits that may be associated with the commissioning services for which incentives were received, and SMECO has the right to dispose of these credits in any manner authorized by applicable law or regulation. In no event will activity associated with any energy or environmental credits noted in this Section 3 result in interference with the customer’s ability to operate its facility.

4. Project Approval: Pre-approval from SMECO is required for all Enhanced Unitary HVAC Maintenance projects. No project-related energy-savings measures may be purchased or installed prior to the date of SMECO’s pre-approval (the “Pre-Approval Date”). SMECO reserves the right to pre-inspect any project prior to pre-approval. SMECO reserves the right to exclude any proposed energy-savings measures based on an engineering analysis. SMECO reserves the right to approve or disapprove any proposed projects in its sole discretion.

5. Commissioning Services Costs: The customer must provide copies of all invoices or other reasonable documentation that verify the costs of completing commissioning services.

6. Incentive Payment: 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 SMECO member/customer base. SMECO reserves the right to impose an incentive cap per business at any time and to deny any application that may result in SMECO exceeding its program budget. The customer may assign the incentive payment to a qualified Service Provider or other third party, provided, however, that whether it be the Service Provider, SMECO customer, or other third party, as indicated in the application, program incentives will be granted to only one party.

7. Customer Tax Obligation: The customer or designated incentive recipient is responsible for declaring and paying any and all applicable federal, state, and local taxes that may be owed on any program incentive payment.

8. Schedule for Incentive Payments: SMECO expects to pay all incentives within six to eight weeks after final review and approval upon project completion. Project completion requires: (1) Submission to SMECO of all post-completion documentation, and (2) SMECO verification and acceptance of (1) and (2) above, all in accordance with the specifications outlined elsewhere in these Terms and Conditions. SMECO staff and/or its representatives reserve the right to perform a post-inspection of the facility to survey the installed or serviced equipment, as part of its review process. If SMECO determines that commissioning services were not completed in a manner consistent with the approved application, or if the commissioning services were not consistent with generally accepted practices, changes may be required before payment is issued.

9. Verification: Any customer and/or Service Provider 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 survey.

10. Compliance: All applications and the work associated with them must comply with all federal, state, and local codes, laws, and regulations. SMECO reserves the right to request and receive permits as a condition of payment of incentive.

11. Monitoring and Evaluation Follow-up Visits: The customer agrees, for a period of three (3) years after the final incentive payment, to allow SMECO and/or its assigned representatives to conduct on-site inspections to verify that the qualified measures were met 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. The scope of a review is limited to determining whether program conditions have been met. The customer must allow access to the facility and related project documentation. SMECO has the right to a refund for incentives paid if, at any time, it learns that the commissioning services were not actually and properly performed.

12. Publicity of Customer Participation: SMECO reserves the right to publicize a customer’s participation in the program, including information such as: projected project energy savings, the incentive amount, and other information that does not compromise reasonable customer expectations of confidentiality of proprietary or competitive information. In the event that confidentiality of proprietary or competitive information could be compromised, SMECO will obtain customer permission to make such information public.

13. SMECO/Program Logo: Customers and Service Providers may not use the SMECO logo or program name in any marketing, advertising, or promotional materials without prior written consent from SMECO.

14. Changes to/Cancellation of the Program: SMECO may change the program requirements, incentives, or these Terms and Conditions at any time without notice, including suspending acceptance of applications or terminating the program. In the event of program change, pre-approved applications will be processed to completion under the Terms and Conditions in effect at the time of pre-approval by SMECO. Notwithstanding the foregoing, SMECO reserves the right to delay or deny payments to pre-approved applications if such a payment may result in exceeding the program budget. Submission of a completed application does not entitle the customer to program participation or guarantee payment.

15. Service Provider Selection: The customer may select any contractor to perform the work contemplated by the application, whether a SMECO Service Provider or not. However, SMECO reserves the right, in its sole reasonable discretion, to prohibit specific contractors from program participation. The customer or Service Provider is responsible for obtaining any federal, state, county, or local municipality construction permits.

16. Limitation of Liability and Indemnification: SMECO, its officers, directors, employees, affiliates, contractors, and agents (the “SMECO Parties”) will not be liable to the customer for any direct, special, indirect, consequential, or incidental damages or for any damages in tort (including negligence) caused by any activities associated with this program and the customer’s participation therein. By participating in this SMECO program, the customer agrees to waive any and all claims, whether arising in contract or tort, and to fully release the SMECO Parties from any and all damages, of any kind. The customer will protect, indemnify, and hold harmless the SMECO Parties from and against all liabilities, losses, claims, damages, judgments, penalties, causes of action, costs, and expenses (including, without limitation, attorney’s fees and expenses) incurred by or assessed against the SMECO Parties arising out of or relating to this application or the program, whether arising in contract or tort.

17. Energy Benefits: SMECO 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 associated PJM Energy, and Capacity and Reserves Products. The customer agrees to provide SMECO with such further documentation as SMECO may request to confirm its ownership of such benefits and products.

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18. NO WARRANTIES: NONE OF THE SMECO PARTIES ENDORSE, GUARANTEE, OR WARRANT ANY PARTICULAR MANUFACTURER, PRODUCT, CONTRACTOR, SERVICE PROVIDER, OR VENDOR, NOR DO THE SMECO PARTIES PROVIDE ANY WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PRODUCT OR SERVICE. THE SMECO PARTIES ARE NOT LIABLE OR RESPONSIBLE FOR ANY ACT OR COMMISSION OF ANY CONTRACTOR HIRED BY THE CUSTOMER (IF ANY) WHETHER OR NOT SAID CONTRACTOR IS A PARTICIPATING SMECO SERVICE PROVIDER. THE CUSTOMER'S RELIANCE ON WARRANTIES IS LIMITED TO ANY WARRANTIES THAT MAY BE PROVIDED BY ITS CONTRACTOR, VENDOR, MANUFACTURER, ETC. NONE OF THE SMECO PARTIES ARE RESPONSIBLE FOR ASSURING THAT THE DESIGN, ENGINEERING, AND CONSTRUCTION OF THE FACILITY OR INSTALLATION OF THE EEMS IS PROPER OR COMPLIES WITH ANY PARTICULAR LAWS, REGULATIONS, CODES, OR INDUSTRY STANDARDS. NONE OF THE SMECO PARTIES MAKE, AND NONE ARE AUTHORIZED TO MAKE, ANY REPRESENTATIONS OF ANY KIND REGARDING THE RESULTS TO BE ACHIEVED BY THE EEMS OR THE ADEQUACY OR SAFETY OF SUCH MEASURES.

19. Miscellaneous: A) The agreement between the customer and SMECO is composed of all applicable program forms, including the application, supporting documentation, and these Terms and Conditions. B) The customer acknowledges that the only individuals authorized to bind SMECO under the SMECO program are SMECO staff and authorized agents of SMECO. C) If any provision of these Terms and Conditions is deemed invalid by any court of administrative body having jurisdiction, such ruling shall not invalidate any other provision, and the remaining Terms and Conditions will remain in full force and effect in accordance with their terms. D) Resolution of disputes concerning these Terms and Conditions, or any other requirement of this application or condition of incentive award, will be governed in all respects by the laws of the jurisdiction in which the customer is located. E) In the event of any dispute, claim, or controversy arising out of or relating to the program or these Terms and Conditions (any such dispute, claim, or controversy, a "Dispute") between the parties that cannot be informally resolved, the following procedure will apply. (1) NOTICE OF DISPUTE. A party will deliver a written notice ("Dispute Notice") to the other describing the nature and substance of any Dispute and proposing a resolution of the Dispute. (2) MANAGEMENT NEGOTIATION.

During the first thirty (30) days following the delivery of the Dispute Notice (and during any extension agreed to by the Parties, the "Negotiation Period") an authorized manager of the customer (the "Customer's Manager") and an authorized manager of SMECO ("SMECO's Manager") will attempt in good faith to resolve the Dispute through negotiations. If such negotiations result in an agreement in principle among such negotiators to settle the Dispute, they will cause a written settlement agreement to be prepared, signed, and dated (a "Management Settlement"), whereupon the Dispute will be deemed settled, and not subject to further dispute resolution. (3) ALTERNATIVE DISPUTE RESOLUTION. (i) Customer and SMECO (a) acknowledge that it is in their best interests to resolve any Dispute in accordance with the dispute resolution procedures set forth herein and (b) agree to use their best efforts so to resolve any such Dispute. Without limitation, such efforts will include mandatory submission of a Dispute to nonbinding mediation. Should such Dispute not be resolved within 90 days after the issuance by one of the parties of a written Request for Mediation (or such longer period as the parties may agree), SMECO and the customer may seek other legal recourse. (ii) Notwithstanding the above, either party may seek injunctive relief to enforce its rights with respect to the use or protection of (a) its confidential or proprietary information or material or (b) its names, trademarks, service marks, or logos, in a court of competent jurisdiction in which the party seeking such relief is located. The parties consent to the personal jurisdiction thereof and to solve venue therein only for such purposes. F) SMECO AND THE CUSTOMER HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT EITHER SUCH PARTY MAY HAVE TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS IN RESPECT OF TRANSACTIONS CONTEMPLATED BY THIS APPLICATION.

20. Right to Refuse: SMECO and its consultants and contractors have the right to refuse service or end the delivery when confronted by a customer acting inappropriately or when facing a situation deemed potentially unsafe or harmful to health or well-being. "Inappropriate" includes but is not limited to the following: unreasonable demands for service, personally threatening or offensive language, threatening or erratic behavior, and personal contact. SMECO and its consultants and contractors reserve the right to exclude any premises, or vicinity therein, deemed potentially unsafe or harmful to health or well-being.

SMECO ENHANCED UNITARY HVAC MAINTENANCE PROGRAM

Incentive Details

I. General Information		
Project Name:		
Project ID (found on the welcome email, starts with SM + 4 letters + 10 digits):		
Street Address (of the facility):		
City:	State:	ZIP:
Authorized Representative (please print):	Title:	
Email:	Phone Number:	
II. Customer Acknowledgment		
By signing below, I hereby certify that I am an authorized representative of the SMECO customer of record for the project ID listed in Section I. I am authorized to approve maintenance work at the project company. I have read and agree to the Terms & Conditions.		
Authorized Representative Signature:	Date:	
If the Service Provider completing the work or other third party will be receiving the incentive directly, please authorize payment by signing below.		
III. Payment Authorization		
By signing below, I hereby certify that I am an authorized representative of the SMECO customer of record for the project ID listed in Section I. I am authorized to assign the incentive payment to the designated payee below on behalf of the project company.		
Payment to: <input type="checkbox"/> Customer <input type="checkbox"/> Contractor <input type="checkbox"/> Third Party		
Payee Company/Entity Name:	Chesapeake Energy LLC	
Authorized SMECO Customer Representative Signature:	Date:	

Return completed form to:

business@smeco.coop

Contact us with any questions at **866-235-6044**.

Account #

of units



EmPOWER Maryland programs are funded by a charge on your energy bill. EmPOWER programs can help you reduce your energy consumption and save you money. To learn more about EmPOWER and how you can participate, go to SMECO.coop/save.

♻️ Printed on recycled paper using environmentally friendly inks.

COVID-19 ACKNOWLEDGMENT

Business Solutions Program

CUSTOMER INFORMATION

Fill out the form below electronically to save time, paper, and hassle.

Project Name:

Project ID *(found on the welcome email, it starts with SM + 4 letters + 10 digits):*

Street Address *(of the facility):*

City:

State:

ZIP:

Customer Name *(please print):*

Title:

Email:

Phone Number:

CUSTOMER ACKNOWLEDGMENT

Due to the COVID-19 outbreak, I'm checking below to acknowledge that Service Providers have permission to enter my facility to perform the agreed-upon work, so long as the provider follows the COVID-19 safety protocols provided by the facility, before entering and while in the facility.

I Acknowledge

Customer Signature:

Date:

Return completed form to: business@SMECO.coop

Contact us with any questions at **866-235-6044**.



EmPOWER Maryland programs are funded by a charge on your energy bill. EmPOWER programs can help you reduce your energy consumption and save you money. To learn more about EmPOWER and how you can participate, go to SMECO.coop/save.