

NONPROFIT ENERGY EFFICIENCY PROGRAM

INCENTIVE CATALOG

REVISED: MAY 2023



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PROGRAM OVERVIEW

Our Nonprofit Energy Efficiency Program (NEEP) is designed to help Black Hills Energy nonprofit organizations become more energy efficient and save money. By participating in this program, customers will be eligible for increased incentives exclusive to not-for-profit businesses and nonprofit organizations.

We are pleased to partner with local Trade Allies to promote energy efficiency services to our not-for-profit customers. Trade Allies help raise awareness of our energy efficiency programs and inform customers about the opportunities and incentives available. If your business or organization provides services related to lighting, HVAC equipment and systems, commercial refrigeration and kitchen equipment, the Black Hills Energy NEEP offers you an opportunity to be listed on the program website. Contact **888-391-8702** for more information.

HOW TO APPLY

1. Check program eligibility

- The Nonprofit Energy Efficiency Program (NEEP) is designed to provide incentives to upgrade existing small commercial equipment for qualified commercial nonprofit organizations that are Colorado Electric Black Hills Energy customers. NEEP focuses on helping nonprofit organizations that serve income-qualified individuals, such as shelters, food banks, and residential treatment centers for those who are on the brink of homelessness.
- Contact your Energy Advisor or program team to verify eligibility.
 - **Email:** BlackHillsIQ@FranklinEnergy.com
 - **Phone:** 888-391-8702

2. Schedule a free energy assessment

- Following the verification of eligibility a trained Energy Advisor will perform a free energy assessment. At the time of the energy assessment an Energy Advisor will install free energy saving products as well as make recommendations for capital improvement projects.

3. Submit project for pre-approval

- Pre-approval is required for all projects. Want to confirm that your equipment qualifies? Contact your Energy Advisor or NEEP at 888-391-8702.

4. Receive pre-approval and complete project

- Once you receive your pre-approval from the NEEP Program, begin your project. Projects must be completed within 60 days of pre-approval.

5. Submit final application

- Email the completed application and all supporting documentation to the program or Energy Advisor once the work is installed and complete.
 - **Email:** BlackHillsIQ@FranklinEnergy.com

Complete program documentation, including the following:

- Signed, complete Incentive Application, including Sections 5 and 6.
 - Submit the signed, pre-approved application and simply complete Section 5.
 - If the project has changed by more than 10% from the original, pre-approved project, please contact the program at 888-391-8702. You may need to submit another application for pre-approval.
 - Itemized customer invoice, including quantities, model numbers, labor costs and the Black Hills Energy incentives deducted from the total project cost.
 - Equipment specifications, if changed from original pre-application submission.

6. Once the final application is approved, an incentive check will be mailed directly to the payee listed on the application.

INCENTIVE APPLICATION

Office Use only: Project ID Number:

Section 1 Customer Information

Company Name

Customer Contact Name	Title		
Telephone	Email		
Installation Address			
City	State	ZIP	
Black Hills Energy Electric Account Number			
Name As It Appears on Your Black Hills Energy Utility Bill			
Facility Type (<i>check one</i>)	<input type="checkbox"/> Athletic/Sporting Facility	<input type="checkbox"/> Grocery	<input type="checkbox"/> Religious Building
Facility	<input type="checkbox"/> Convenience/Liquor Store	<input type="checkbox"/> Healthcare Clinic	<input type="checkbox"/> Restaurant
Square Footage _____	<input type="checkbox"/> Education	<input type="checkbox"/> Lodging	<input type="checkbox"/> Retail
	<input type="checkbox"/> Financial Institution	<input type="checkbox"/> Manufacturing Facility	<input type="checkbox"/> Warehouse
	<input type="checkbox"/> Government	<input type="checkbox"/> Office	<input type="checkbox"/> Other (specify):

Section 2 Trade Ally Information

Trade Ally Company Name

Federal Taxpayer ID Number (FEIN)	Tax Status (<i>check one</i>)	<input type="checkbox"/> Corporation	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Partnership
Trade Ally Contact Name		<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Tax Exempt	<input type="checkbox"/> Other _____
Telephone	Email			

Section 3 Incentive Payment Information

Payee Business Name

Attention To

Payment Address		
City	State	ZIP

INCENTIVE APPLICATION

Section 4 Incentive Product Information

Please refer to Incentive Catalog for incentive codes, incentive per unit and product eligibility requirements. For custom lighting projects, please contact the program team for a custom worksheet. Use the table below to request eligible measure selections. Only measures outlined in the customer report are eligible for incentives. Measure quantities may not exceed what is listed in the customer report.

Product ID	Incentive Code	Measure Name	Unit Measure	# of Units (A)	Incentive per Unit (B)	Total Incentive (AxB)*	Requested Incentive Total (Preapproval)	Final Incentive Total**
A								
B								
C								
D								
E								
F								
G								
H								
I								
J								
K								
L								
M								
N								
O								
P								
Q								
R								
S								
T								
U								

Manufacturer Specifications Attached: Yes No

* Requested incentive total cannot exceed 70% of project cost.

** Final incentive total cannot exceed 70% of project cost. If the final incentive is more than 10% different than the pre-approved incentive amount, please contact the NEEP program.

INCENTIVE APPLICATION

Section 5 Pre-Approval Signatures and Certification

Customer Signature	Print Name	Date
Trade Ally Signature	Print Name	Date

Section 6 Final Signatures and Certification

CUSTOMER

I agree that the stated energy-efficient measure(s) was/were installed at the job site address listed above as part of the Nonprofit Energy Efficiency Program. To the best of my knowledge, the information provided in this application is true and correct. I have read and understand the program requirements and Terms and Conditions set forth in this application and agree to abide by these requirements. I verify by my signature hereto that I have authority to submit this application.

Customer Signature	Print Name	Date
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TRADE ALLY

I agree that the stated energy-efficient measure(s) was/were installed at the job site address listed above as part of the Black Hills Energy Nonprofit Energy Efficiency Program, in accordance with the policies outlined in the Trade Ally Agreement. To the best of my knowledge, the information provided in this application is true and correct.

Trade Ally Signature	Print Name	Date
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Submit your completed application and supporting documentation by either email or mail.

- **Email:** BlackHillsIQ@FranklinEnergy.com
- **Mail:** Franklin Energy
Attn: NEEP
6385 W. 52nd Ave., Suite 1A
Arvada, CO 80002

LIGHTING ENERGY EFFICIENCY MEASURES, PRICES AND INCENTIVES

LAMP REPLACEMENT

LED Replacement Lamp

Requirements:

- ENERGY STAR® or DLC listed
- Must replace incandescent lamp
- Screw-in and pin-base lamps are eligible
- Tubular LEDs are not eligible for this incentive

Measure Name	Code	NEEP Incentive	Per Unit
LED (≤ 5 W)	L1	\$15	Lamp
LED (5-10 W)	L2	\$17	Lamp
LED (10-20 W)	L3	\$22	Lamp
LED (20-22 W)	L4	\$27	Lamp

Tubular LED

Requirements:

- DesignLights Consortium (DLC) qualified products list.
- Must be a one-for-one replacement of T12, T8 or T5 fluorescent lamps.
- Type A, B, C or dual mode qualifies
- Must provide Model Number and/or DLC Product ID of new lamp

Measure Name	Code	NEEP Incentive	Per Unit
2FT TLED	L35	\$22	Lamp
4FT TLED	L36	\$42	Lamp
8FT TLED	L37	\$90	Lamp

FIXTURE REPLACEMENT

LED or LEC Exit Sign

Requirements:

- Must replace incandescent exit sign

Measure Name	Code	NEEP Incentive	Per Unit
LED Exit Sign	L5	\$55	Fixture

LED Downlight

Requirements:

- ENERGY STAR listed
- Must replace incandescent downlight fixture
- Must be 50W or less commercial LED downlight fixture

Measure Name	Code	NEEP Incentive	Per Unit
LED Downlight	L6	\$55	Fixture

LIGHTING ENERGY EFFICIENCY MEASURES, PRICES AND INCENTIVES

LED Recessed Fixture

Requirements:

- DLC® qualified
- Replace T8 or T12 fixture with LED recessed troffer fixture

Measure Name	Code	NEEP Incentive	Per Unit
LED Recessed Fixture 1X4	L7	\$70	Fixture
LED Recessed Fixture 2X2	L8	\$90	Fixture
LED Recessed Fixture 2X4	L9	\$125	Fixture

LED Strip Fixtures

Requirements:

- DLC® qualified

Measure Name	Code	NEEP Incentive	Per Unit
8' LED Strip Fixture (1x8)	L25	\$120-\$155	Fixture
4' LED Strip Fixture (1x4)	L26	\$32-\$65	Fixture

LED High Bay

Requirements:

- DLC® qualified
- Must replace inefficient incandescent, halogen, metal halide, HID or sodium lamp
- Linear fluorescent lamp fixtures are eligible for LED replacement

Measure Name	Code	NEEP Incentive	Per Unit
LED High Bay – 250W Replacement	L38	\$250	Fixture
LED High Bay – 400W Replacement	L39	\$350	Fixture
LED High Bay – 1,000W Replacement	L40	\$550	Fixture

Stairwell Fixtures with Integral Occupancy Control

Requirements:

- Microwave sensors accepted on a case by case basis in scenarios where infrared sensors may not be the best solution. Pre-approval and a written statement are required for approval of microwave occupancy sensors
- DLC® qualified
- Replace 2-4 lamp T12 or T8 fixture
- Replacement fixture can be 2-3 lamp T8 or 20-30 W LED with integral occupancy control

Measure Name	Code	NEEP Incentive	Per Unit
Stairwell Fixtures with Integral Occupancy Control	L10	\$100	Fixture

LIGHTING ENERGY EFFICIENCY MEASURES, PRICES AND INCENTIVES

OCCUPANCY SENSORS

Occupancy Sensor

Requirements:

- Microwave sensors accepted on a case-by-case basis in scenarios where infrared sensors may not be the best solution. Pre-approval and a written statement are required for approval of microwave occupancy sensors
- Hardwired passive infrared and/or ultrasonic detector
- Units with manual "ON" overrides are not eligible

Measure Name	Code	NEEP Incentive	Per Unit
Ceiling Occupancy Sensor	L11	\$100	Sensor
Wall Occupancy Sensor	L12	\$80	Sensor

REFRIGERATED CASE LIGHTING

LED Refrigerated Case Lighting

Requirements:

- Must replace 5 or 6 foot T8 or T12 fluorescent refrigerated case door lighting
- DLC® qualified, must be rated refrigeration case luminaire

Measure Name	Code	NEEP Incentive	Per Unit
LED Refrigerated Case Lighting	L13	\$100-\$150	Door

EXTERIOR LIGHTING: FIXTURE REPLACEMENT

LED Outdoor Pole/Arm Mounted Parking and Roadway

Requirements:

- DLC® qualified
- Must replace HID fixture

Measure Name	Code	NEEP Incentive	Per Unit
LED Outdoor Pole/Arm Mounted Parking/Roadway <30W	L14	\$100	Fixture
LED Outdoor Pole/Arm Mounted Parking/Roadway 30-75W	L15	\$275	Fixture
LED Outdoor Pole/Arm Mounted Parking/Roadway ≥75W	L16	\$450	Fixture

Exterior LED Wall Pack

Requirements:

- DLC® qualified
- Fixture must be rated for outdoor use
- Must replace HID fixture

Measure Name	Code	NEEP Incentive	Per Unit
Exterior LED Wall Packs ≤25W	L17	\$80	Fixture
Exterior LED Wall Packs 25-60W	L18	\$120	Fixture
Exterior LED Wall Packs ≥60W	L19	\$175	Fixture

LIGHTING ENERGY EFFICIENCY MEASURES, PRICES AND INCENTIVES

LED Parking Garage

Requirements:

- DLC® qualified

Measure Name	Code	NEEP Incentive	Per Unit
LED Parking Garage/Canopy <30W	L20	\$225	Fixture
LED Parking Garage/Canopy 30-75W	L21	\$325	Fixture
LED Parking Garage/Canopy >75W	L22	\$375	Fixture

LED Flood

Requirements:

- DLC® qualified
- Fixture must be rated for outdoor use
- Must replace HID fixture

Measure Name	Code	NEEP Incentive	Per Unit
LED Flood Light <15W	L23	\$22	Fixture
LED Flood Light >15W	L24	\$25	Fixture

Custom Electric

Requirements:

- Must provide existing and proposed equipment specifications
- Receive pre-approval prior to purchasing and installing your equipment
 - Please contact the program team for help in completing a custom worksheet
 - Items that have prescriptive incentives do not qualify for custom projects
 - Approval of custom projects is at the discretion of the program team pending qualifying energy savings and payback periods

Measure Name	Code	NEEP Incentive	Per Unit
Custom - Electric	L41	\$0.52	kWh

REFRIGERATION ENERGY EFFICIENCY MEASURES, PRICES AND INCENTIVES

Electronically Commutated Motor (EMC)

Requirements:

- Must be installed in walk-in coolers/freezers, reach-in cases, or standalone plug-in units

Measure Name	Code	NEEP Incentive	Per Unit
Refrigeration Case Fan Motors	R1	\$150	Motor

Anti-Sweat Heater Controls

Requirements:

- Installation of anti-sweat heater controls that cycle the heaters based on relative humidity

Measure Name	Code	NEEP Incentive	Per Unit
Door Heater Controls — Cooler	R2	\$150	Door
Door Heater Controls — Freezer	R3	\$175	Door

Auto Door Closers Anti-Sweat Heater Controls

Requirements:

- The auto-closure must be able to firmly close the door when it is within one inch of full closure
- The walk-in door perimeter must be ≥ 16 ft

Measure Name	Code	NEEP Incentive	Per Unit
Auto Door Closers — Cooler	R4	\$200	Door
Auto Door Closers — Freezer	R5	\$250	Door

MOTORS & DRIVES ENERGY EFFICIENCY MEASURES, PRICES AND INCENTIVES

Variable Speed Drive

Requirements:

- Up to 200 horsepower (HP)

Measure Name	Code	NEEP Incentive	Per Unit
Variable Speed Drive	D1	\$200	HP

Variable Speed Drive - Air Compressor

Requirements:

- Up to 50 horsepower (HP)

Measure Name	Code	NEEP Incentive	Per Unit
Variable Speed Drive — Air Compressor	D2	\$200	HP

HVAC ENERGY EFFICIENCY

MEASURES, PRICES AND INCENTIVES

Heating and Cooling Systems

Requirements:

Follow EER or COP specifications for each measure as listed below

Measure Name	Code	NEEP Incentive	Per Unit
Packaged Terminal Air Conditioner and Packaged Terminal Heat Pumps			
8,000 BTU/hr or less (11.7 EER)	H1	\$150	Ton
Greater than 8,000 to 11,000 BTU/hr or less (11.3 EER)	H2	\$150	Ton
Greater than 11,000 to 13,000 BTU/hr or less (10.5 EER)	H3	\$150	Ton
Greater than 13,000 BTU/hr (9.7 EER)	H4	\$150	Ton
Packaged A/C & Split Systems			
5.4 Tons or less (14 SEER)	H5	\$250	Ton
Greater than 5.4 Tons to 11.24 Tons (11.7 EER)	H6	\$250	Ton
11.25 Tons to 19.99 Tons (11.7 EER)	H7	\$250	Ton
20 Tons to 63.3 Tons (10.5 EER)	H8	\$250	Ton
Greater than 63.3 Tons (9.9 EER)	H9	\$250	Ton
Air Source Heat Pump Systems			
5.4 Tons or less (14 SEER and 8.5 HSPF)	H10	\$100	Ton
Greater than 5.4 Tons to 11.24 Tons (11.3 EER and 3.4 COP)	H11	\$100	Ton
11.25 Tons to 19.99 Tons (10.9 EER and 3.2 COP)	H12	\$100	Ton
20 Tons or greater (10.3 EER and 3.2 COP)	H13	\$100	Ton
Water Source Heat Pump Systems			
14 EER and 4.6 COP	H14	\$200	Ton
Direct evaporative pre-cooling for air cooled condensers			
Retrofit or add-on for DX systems and air cooled chillers	H15	\$100	Ton

TUNE-UP ENERGY EFFICIENCY MEASURES, PRICES AND INCENTIVES

Air Conditioner (AC)/Rooftop Unit (RTU) Electric Tune-Up

Requirements:

Facility must, as applicable, complete the tune-up requirements listed below, by an approved technician. Documentation must be provided using the program checklist for each qualifying tune-up. (See checklist below)

- Check refrigerant charge
- Identify and repair leaks if refrigerant charge is low
- Measure and record refrigerant pressures
- Measure and record temperature drop at indoor coil
- Clean condensate drain line
- Clean outdoor coil and straighten fins
- Clean indoor and outdoor fan blades
- Clean indoor coil with spray-on cleaner and straighten fins
- Repair damaged insulation – suction line
- Change air filter
- Measure and record blower amp draw

Measure Name	Code	NEEP Incentive	Per Unit
Air Conditioner Tune-Up	TU1	\$150	Ton

ROOFTOP UNIT (RTU) / AIR CONDITIONER TUNE-UP CHECKLIST

The facility must, as applicable, complete the tune-up requirements listed below by an accepted Trade Ally technician.

Requirement	Completed	Not Applicable (N/A)	Technician Notes
1. Check refrigerant charge	<input type="checkbox"/> Yes	<input type="checkbox"/> N/A	
2. Identify and repair leaks if refrigerant charge is low	<input type="checkbox"/> Yes	<input type="checkbox"/> N/A	
3. Measure and record refrigerant pressures	<input type="checkbox"/> Yes	<input type="checkbox"/> N/A	
4. Measure and record temperature drop at indoor coil	<input type="checkbox"/> Yes	<input type="checkbox"/> N/A	
5. Clean condensate drain line	<input type="checkbox"/> Yes	<input type="checkbox"/> N/A	
6. Clean outdoor coil and straighten fins	<input type="checkbox"/> Yes	<input type="checkbox"/> N/A	
7. Clean indoor and outdoor fan blades	<input type="checkbox"/> Yes	<input type="checkbox"/> N/A	
8. Clean indoor coil with spray-on cleaner and straighten fins	<input type="checkbox"/> Yes	<input type="checkbox"/> N/A	
9. Repair damaged insulation – suction line	<input type="checkbox"/> Yes	<input type="checkbox"/> N/A	
10. Change air filter	<input type="checkbox"/> Yes	<input type="checkbox"/> N/A	
11. Measure and record blower amp draw	<input type="checkbox"/> Yes	<input type="checkbox"/> N/A	

TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS

- Participants must be a current Black Hills Energy customer. Additional eligibility requirements are dependent on customer fuel type and location. Customer eligibility is determined by The Program.
- Where applicable, energy-efficiency ratings must comply with those listed in the Measures section of this catalog.
- All projects require pre-approval BEFORE project initiation or equipment purchase to guarantee fund availability.
- All projects are subject to on-site post installation inspection and verification.
- This program is subject to regulatory rules and orders, and Black Hills Energy reserves the right to change or to end any portion of this program without notice. All equipment must be new. No reconditioned or used equipment would qualify for incentives.
- A final, itemized invoice for all materials and labor related to the installation must be attached to the incentive application. Applications must be completed in full; incomplete or incorrect applications will delay processing and may be returned.
- Funding for these incentives is limited. Applications will be processed on a first-come, first-served basis.

INCENTIVE LIMITS

Incentives are not limited to a cap per site or customer. Depending on your business tax classification, you may receive IRS Form 1099 for incentives totaling over \$600 in a calendar year.

TRADE ALLY INFORMATION

A Trade Ally represents the company who provided/installed the equipment for a project or performed the service for which a customer is seeking an incentive. Trade Allies who have signed an agreement with the Black Hills Energy Nonprofit Energy Efficiency Program are allowed to enjoy certain program benefits, including increased incentives over prescriptive commercial incentive offerings and to receive direct payment of incentives from The Program. Incentives can only be paid directly to a Trade Ally, if the Trade Ally has completed and submitted a Trade Ally Application.

The Federal Employer Identification Number (FEIN) and Business Classification of the Trade Ally is required to receive incentives paid directly from The Program. The credit must be clearly labeled as the Black Hills Energy NEEP incentive and deducted from the amount due.

BLACK HILLS ENERGY INFORMATION

Black Hills Energy works with eligible Colorado businesses to install cost-effective energy efficiency projects. Black Hills Energy information, resources and financial incentives help to implement projects that otherwise would not get completed, or to complete projects sooner than scheduled.

Black Hills Energy is committed to providing safe, reliable and affordable energy in a manner that protects the environment.

PARTICIPATION REQUIREMENTS

Before you start your project, please make sure you are familiar with participation requirements, program information and Terms and Conditions.

Section 1. Incentive Offer: Products must be purchased and installed within the date range outlined on the Application being submitted. Applications must be postmarked within the number of calendar days listed on the Application being submitted. The Applicant understands that the Program must pre-approve all incentive applications in writing. Applicants should maintain a copy of their Application for their records. Incomplete applications will be returned and will not be processed. Applications must have complete information and be submitted with proof of purchase such as invoices that clearly itemize the product(s) and/or services(s) received. Purchase orders, proposals and quotes are not considered proof of purchase.

Section 2. Compliance: The Applicant's procurement, installation, and implementation of energy efficiency measures shall be accomplished in accordance with the requirements outlined in the Trade Ally Agreement and Trade Ally Catalog. The Applicant must provide invoices for equipment purchased or service performed, as well as documentation that verifies that the energy efficiency measures, (i) have been properly installed, (ii) are functioning properly, and (iii) have the potential to generate energy savings if properly maintained and operated. All projects shall comply with federal, state and local regulations. All equipment must be new. Displaced equipment must be removed and not reused. Verification of compliance with the terms and conditions of this provision shall solely be at the Program's discretion.

Section 3. Marketing: The Applicant shall not use the Program's or the Implementer's corporate name, logo, identity, any affiliation, or any related logo including the "Black Hills Energy" name, logo, or identity, for any marketing, advertising or solicitation without prior written consent of the Program. Such written consent may be withheld in the Program's sole discretion. When referencing Black Hills Energy involvement with any project, the Applicant shall collaborate with the Program to prepare any press release and to plan for any news conference and agrees to provide Black Hills Energy, for its written approval prior to publication, a written copy of any advertisements or promotional material regarding this program prior to publishing any such advertisements or promotional material. The Program reserves the right to publicize the Applicant's participation in the NEEP program unless a written request is submitted to BlackHillsIQ@FranklinEnergy.com no later than fifteen (15) days after receiving payment from the Program.

Section 4. Program Discretion: Rewards are available on a first-come, first-served basis. This offer is subject to change or termination without notice at the sole discretion of Black Hills Energy.

Black Hills Energy reserves the right to change or discontinue this program at any time without notice. The Program also reserves the right to withhold incentive payment until identified problems with a project are resolved and to withhold or terminate an incentive payment due to any party's failure to follow any and all applicable terms and conditions, rules, or procedures. The acceptance of incentive applications and qualification of systems is determined solely by the Program and acceptance of this application does not guarantee payment of an incentive.

TERMS AND CONDITIONS

Section 5. Disclaimers, Representations, and Warranties: Black Hills Energy and the Program Administrator (collectively for this section “the Program”) do not endorse any particular trade ally, manufacturer, product, system, or design by offering an incentive. The Program is not responsible for any tax liability imposed on the recipient as a result of the payment of incentives. The Program makes no representation or warranty, and assumes no liability with respect to the quality, safety, performance, or other aspect of any design, consulting, product, system, equipment, or appliance installed or received and expressly disclaims any such representations, warranties, and liability, including, but not limited to, any implied warranties of merchantability or fitness for a particular purpose. The Program does not guarantee that installation and operation of incentivized measures will result in reduced energy usage or in cost savings. The Program is not responsible for the proper disposal/recycling of any waste generated as a result of this project. The Program is not liable for any damages, including any incidental or consequential damages, arising out of the operation or malfunction of the products, equipment, or appliances, or the installation thereof.

Section 6. Indemnification: Applicants shall protect, indemnify, defend and hold harmless Black Hills Energy and the Program, their respective affiliates, subsidiaries, parent companies, officers, directors, agents, and employees, against any and all losses, damages, expenses, fees, costs and liability arising from or in any way connected with any program, design, consulting, product, system, equipment, or appliance. The Applicant agrees that such obligations under this section shall survive any expiration or termination of this Application and shall not be limited by any enumeration herein of required insurance coverage. To the maximum extent permitted by law, the Applicant agrees to limit Program Administrator’s liability to the Applicant for any reason to the total amount of the payments identified in this Agreement. This limitation shall apply regardless of the cause of action or legal theory pled or asserted. Applicant hereby expressly waives the right to specifically enforce this Application.

Section 7. Misrepresentation: Making false statements on the Program incentive application is punishable by law. Any person who knowingly files an application containing any materially false information or who purposely and misleadingly conceals information commits a fraudulent act that subjects such person to criminal and civil penalties. Any and all funds determined, in the Program’s sole discretion, to have been acquired on the basis of fraudulent or misrepresented information must be fully returned to the NEEP program. Should the Applicant or its representative apply for and receive duplicate payment, the Program reserves the right to recover payments made in excess of the entitled Reward. This section shall not limit other remedies that may be available for the filing of false or fraudulent applications.

Section 8. Miscellaneous:

(1) Governing Law. This Application shall be governed, construed and enforced in accordance with the internal laws of the State of Wisconsin, without regard to any law of conflicts that may direct the application of the laws of another jurisdiction. The Applicant irrevocably submits to the original jurisdiction of the state and federal courts sitting in Madison, Wisconsin with regard to any controversy in any way relating to the execution, delivery or performance of this Application that is not resolved by Arbitration. Suits, claims or actions founded upon such controversies shall be brought or filed exclusively in such courts and nowhere else. The exclusive venue for any dispute or controversy arising under this Agreement shall be the Dane County, Wisconsin Circuit Court or the Federal District Court for the Western District of Wisconsin.

(2) Compliance with Applicable Laws. The Applicant shall at all times comply with and observe all federal and state laws and published circulars, local laws, ordinances, rules and regulations which are in effect during the period of this Application and which in any manner affect the performance of this Application. This Application shall be construed and enforced, in accordance with the laws of the State of Wisconsin and the laws of the United States. All references to statutes or regulations contained in this Application shall be construed to include successors thereto.

(3) Assignment. The Program may assign, transfer or convey this Application or any of the Program’s rights, obligations, interests or responsibilities hereunder, in whole or in part, without the consent of Applicant.

(4) Severability. If any provision of this Application is illegal, invalid, or unenforceable under present or future laws effective during the term of this Application, that provision shall be fully severable and this Application shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never comprised a part of this Application. The remaining provisions of this Application shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance. Furthermore, in lieu of such illegal, invalid, or unenforceable provision, this Application shall be reformed to include as a part of this Application a provision as similar in terms to the illegal, invalid, or unenforceable provision as may be possible and still be legal, valid, or enforceable.

(5) Risk of Loss. Black Hills Energy and Program Administrator at no time assumes risk of loss for any personal property of the Applicant.

(6) Waiver. Failure or delay on the part of either party to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. A waiver of any default shall not operate as a waiver of any other default or of the same type of default on a future occasion.

HAVE QUESTIONS OR NEED HELP COMPLETING YOUR APPLICATION?

CALL US AT 888-391-8702 OR
EMAIL BLACKHILLSIQ@FRANKLINENERGY.COM.

