

# BENEFICIAL ELECTRIFICATION BUSINESS PROGRAM

## INCENTIVE CATALOG

REVISED: FEBRUARY 2024



COLORADO: ELECTRIC CUSTOMERS

# PROGRAM OVERVIEW

Black Hills Energy offers financial incentives to business customers to convert from natural gas water heating, space heating, and equipment to energy efficient electric equipment.

To learn more, contact **888-391-8702** for more information.

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# 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 (check one)  Athletic/Sporting Facility  Grocery  Religious Building  
 Convenience/Liquor Store  Healthcare Clinic  Restaurant  
Facility Square Footage \_\_\_\_\_  Education  Lodging  Retail  
 Financial Institution  Manufacturing Facility  Warehouse  
 Government  Office  Other (specify): \_\_\_\_\_

## Section 2 Trade Ally Information

Trade Ally Company Name

Federal Taxpayer ID Number (FEIN) Tax Status (check one)  Corporation  Limited Liability Company  Partnership  
 Sole Proprietorship  Tax Exempt  Other \_\_\_\_\_

Trade Ally Contact Name

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 the Incentive Catalog for incentive codes, incentive per unit and product eligibility requirements. Use the table below to request eligible measure selections.

Product ID	Incentive Code	Measure Name	Unit Measure	# of Units (A)	Incentive per Unit (B)	Total Incentive (AxB)*
A						
B						
C						
D						
E						
F						
G						

**Manufacturer Specifications Attached:**  Yes  No

\* Requested incentive total cannot exceed 100% of project cost.

## Section 5 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 Black Hills Energy Beneficial Electrification Business 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 Beneficial Electrification Business Program. 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, fax or mail.**

- **Email:** blackhillstamp@franklinenergy.com
- **Fax:** 303-297-3358
- **Mail:** Franklin Energy  
Attn: Trade Ally Management Program  
6385 W. 52nd Ave., Suite 1A  
Arvada, CO 80002

# ELECTRIFICATION MEASURES

## MEASURES AND INCENTIVES

### Business Electrification Measures

Measure Name	Code	Incentive
<b>Air &amp; Water Heating</b>		
Air-Source Heat Pump	BE1	\$260/Unit
Ductless Heat Pump	BE2	\$260/Unit
Ground Source Heat Pump	BE3	\$500/Unit
Heat Pump Water Heater	BE4	\$250/Unit
<b>Equipment and Appliances</b>		
Clothes Dryer	BE5	\$240/Unit
ENERGY STAR® Certified Combination Oven	BE6	\$480/Unit
ENERGY STAR Certified Electric Convection Oven	BE7	\$1,420/Unit
ENERGY STAR Certified Steam Cooker	BE8	\$370/Unit
ENERGY STAR Certified Fryer	BE9	\$580/Unit
ENERGY STAR Certified Griddle	BE10	\$60/Unit

# 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 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 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.
- Program requirements and incentive amounts are subject to change with 30-day written notification.

## 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 Black Hills Energy are allowed to enjoy certain program benefits. 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 incentive and deducted from the amount due.

## BLACK HILLS ENERGY INFORMATION

Black Hills Energy works with eligible Colorado customers 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 SBDI program unless a written request is submitted to BlackHillsSBDI@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 SBDI 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 [BLACKHILLSTAMP@FRANKLINENERGY.COM](mailto:BLACKHILLSTAMP@FRANKLINENERGY.COM).

