

DRAFT

Agreement

Manitoba Hydro (MH) offers an “Incentive(s)” to an eligible building owner/developer (the “Customer”) who installs energy efficient products and equipment (the “Products”) that qualify under the Commercial Building Envelope Program (the “Program”) on the terms and conditions set out below.

1.0 Warranties and agreements

- 1.1 The Customer warrants that the Customer, and all building envelope Products and measures, fully qualifies and complies with the Program Eligibility Criteria, set forth in the Application.
- 1.2 The Customer warrants that all information contained in the Application is true and correct. For greater certainty include the relevant Program details, specifically the Window Assembly Modelling Incentive (if applicable), and/or the Curtain Wall and Storefront Incentive Summaries, and attached drawings, letters, photographs, and related documentation as required.
- 1.3 The Customer agrees to the terms and conditions of this AGREEMENT and shall comply with all Program requirements unless specifically waived by MH in writing. If the Customer fails to comply with these terms and conditions or any other requirement of MH, then upon notice from MH, any Incentive to the Customer shall be cancelled, and if the Incentive is already provided to the Customer, the Customer shall forthwith repay to MH the entire amount of Incentive received from MH, in a manner as required by MH, at MH’s sole discretion (which may include addition of such amount to the Customer’s energy and/or loan account(s) with MH).
- 1.4 MH reserves the right to change or terminate this Program at any time but will continue to process Applications submitted prior to the change or termination. MH Incentive amounts are subject to change without notice.
- 1.5 The Customer agrees that MH has the right, and will cooperate with MH, to claim any emission reduction (greenhouse gas) credits that may result from the Products installed under the Program.
- 1.6 Incentives will first be applied to the Customer’s MH energy accounts against any outstanding account balances or loans.
- 1.7 This Application may be executed in any number of counterparts, including counterparts signed by fax or emailed scan-copy, each of which shall be deemed an original and all of which together shall constitute one in the same instrument. A photocopied and/or fax copy of this Agreement bearing the signature of each party, in a single document or counterparts thereof as provided herein, shall be deemed an original execution version of this Agreement.

2.0 installation requirements

- 2.1 The Products must be installed and operational in MH’s service area within 12 months of the date MH has given the approval for work to proceed.
- 2.2 The Customer agrees to keep Products in place for a period of at least 36 months following installation.
- 2.3 The Customer agrees to allow periodic inspections of the Customer’s premises by MH or its representatives, during normal business hours, anytime from the date of the Application until 36 months after Product installation.
- 2.4 Pre-approval or approval from MH does not obligate MH to pay any Incentive; any actual amount of Incentive payable shall be determined by MH and its sole discretion after receipt of Completion Declaration & Questionnaire and all information and materials required of the Customer and Installer.

3.0 Supporting documentation

- 3.1 At MH’s request, the Customer will supply evidence that the Products have been installed, in accordance with this Agreement, including supporting itemized invoices and documentation which must detail the following: Contractor(s)/Installer(s)/Vendor(s) name, address(es), phone and invoice numbers; purchaser name and address where installed; date of purchase; manufacturer make(s), model number(s) and quantities; itemization of costs.
- 3.2 A Completion Declaration and Completion Questionnaire must be submitted before the Incentive can be paid.

4.0 Tax implication

MH will not be responsible for any tax liability imposed on the Customer as a result of any payment of the Incentive. GST Registrants: Incentives include GST.

5.0 Liability

- 5.1 MH will have no right, title or interest in the Products.
- 5.2 MH; not being the designer, manufacturer or installer of the Products; or a designer of buildings; makes no representation or warranty, express or implied, as to the fitness, quality of design practices or capability of the Products or its installation, workmanship, or use, nor warrants that the Products will satisfy the requirements of any law, rule, specification or contract.
- 5.3 The Customer does hereby indemnify and save harmless MH, its agents and employees from all damages, expenses and costs for injury or death of any person, damage to or destruction of property, and all economic loss suffered by any person caused by installation or use of the Products.
- 5.4 The Customer assumes all risk and responsibility for any damages, injury, or costs that may result from the installation or use of the Products.
- 5.5 MH does not endorse any particular consultant, manufacturer, product, system, design, contractor, supplier or installer in promoting this Program.
- 5.6 The Customer accepts responsibility to dispose of all hazardous materials (including asbestos) that may be contained in the Products, in accordance with all applicable government regulations and agrees that MH has no responsibility with respect to same.

6.0 Assignment of incentive

- 6.1 The Customer may assign the Incentive to the Contractor, Vendor, or Installer of the Products, by signing the box marked ASSIGNMENT on the Application, and completing the information in the box titled CHEQUE PAYMENT INFORMATION. This will constitute the Customer’s irrevocable assignment of the Incentive.
- 6.2 No other assignment is permitted without MH’s written consent.
- 6.3 MH reserves the right to apply the Incentive first to any outstanding account balances or loans of the Customer and to pay the balance, if any, to the Vendor or Installer to whom the Customer has assigned the Incentive.

Program eligibility criteria

THIS APPLICATION MUST BE PRE-APPROVED BY THE AUTHORIZED MH PROGRAM COORDINATOR BEFORE EQUIPMENT PURCHASE(S) OR WORK CAN BEGIN ON THE PROJECT.

- The Customer must be a Manitoba Hydro customer eligible for the General Service Rate.
- This Incentive is conditional upon the Customer remaining a customer of MH for a minimum period of 36 months from the date of payment. In the event that the Customer ceases to be a MH customer prior to the expiry of the said 36 month period, the Customer shall forthwith repay to MH a pro rata payment equivalent to 1/36th of the total Incentive, multiplied by the number of months or partial months remaining in the 36 month period.
- The Curtain Wall and Storefront Incentives only applies to renovation projects for commercial and industrial Customers.
- Incentives are not available for projects in progress or already completed prior to approval of a Customer's Application.
- All Incentives are limited to up to 100 per cent of the incremental cost of the Products paid for by the recipient of the Incentives, including taxes. However, if an Incentive is assigned by a Customer to the Contractor/Installer or Vendor pursuant to Article 6, the Incentive is limited to the actual cost of the Products to the Contractor/Installer or Vendor (as opposed to the cost of the Products to the Customer). MH reserves the right to, at any time, verify the accuracy of cost information of the Products, and the Customer, Contractor/Installer, and Vendor, must fully cooperate to MH's satisfaction, failing which the Incentive may be cancelled.
- Buildings heated primarily by any fuel source other than electricity, natural gas supplied by MH, or ground source heat pump will **not** be eligible for the Program.
- Products which have received financial assistance under any other federal, provincial or MH energy conservation program may not be eligible for this Program. Full disclosure is required.
- MH must be notified in writing of any changes to the building design that affects the original Application otherwise the products may be determined by MH to be ineligible for the Incentive.
- MH decisions relating to product or Customer eligibility, energy savings potential of the proposed projects, amount of Incentives, or other related issues will be final and binding on all parties.
- MH reserves the right to limit the Incentive to **not more than the incremental product costs** for windows and doors, and not more than the product cost for insulation material, for the Customer for the energy saving upgrades over and above the base case.
- Products used for any projects must be new, purchased in Canada, and must have a verifiable R-value and U-value, as determined by MH.
- **The maximum eligible incentive per upgrade is \$250,000 for electrically-heated buildings, and \$100,000 for natural gas-heated buildings.**

Application instructions *(See Application Guide for details)*

1. Read the AGREEMENT on the reverse side and the PROGRAM ELIGIBILITY CRITERIA above.
2. Print the CUSTOMER, INSTALLER, and PROJECT SITE INFORMATION on the Application.
3. Determine the energy efficient products for which you are eligible and interested in installing.
4. Calculate the Incentive amounts for each of the relevant energy efficient products. Follow the instructions on each page. Please ensure that all information requested on the Application is provided. Incomplete Applications will result in delays in the approval process and may be returned.
5. To retain the Incentive, enter the appropriate name and address in the CHEQUE PAYMENT INFORMATION section of the Application;
OR
To assign the Incentive to the Vendor or Installer, read and sign the Incentive ASSIGNMENT section of the Application, and enter the Vendor's or Installer's name and address in the CHEQUE PAYMENT INFORMATION section.
6. Detach the YELLOW - Customer copy of the Application for your records.
7. Mail the remainder of the completed Application along with copies of the applicable building and/or product shop drawings to your appropriate MH Energy Services Advisor or Account Representative or to the address below for pre-approval.
**Manitoba Hydro
Commercial Building Envelope Program
360 Portage Ave.
Winnipeg MB R3C 0G8**
8. MH will review the Application, and if in agreement, will pre-approve the application and determine the estimated Incentive. The Customer will be notified by MH of pre-approval.
9. After installation of the energy efficient products, the Customer must complete the COMPLETION QUESTIONNAIRE and COMPLETION DECLARATION certifying that all the energy saving measures (for which Incentives have been applied for) have been installed and are fully operational. Send the COMPLETION QUESTIONNAIRE and COMPLETION DECLARATION, copies of the final invoice from supplier, copies of the final applicable building and/or product shop drawings if required to the appropriate MH Energy Services Advisor or Account Representative or the address above.
10. MH will review the Application, and if in agreement, will authorize the Incentive. The Incentive will then be applied to any outstanding energy account balances or loans of the Customer, and to pay any balance, if any, to the Customer or Vendor or Installer to whom the Customer has assigned the Incentive.
11. MH reserves the right to audit and evaluate newly installed Products at the building unit at any reasonable time for verification of the purchase and installation prior to issuing an Incentive. **An Incentive may not be paid if an inspection or evaluation is refused or upon discovery of any failure to comply with any requirements of the Program.**

If you have any questions or require assistance, please contact your Manitoba Hydro Energy Services Advisor, Account Representative, or contact **Manitoba Hydro at 1-204-360-3676 or 1-888-624-9376.**



Commercial Building Envelope Program Curtain Wall and Storefront Incentive Application

Application no.	CW
BE	

Customer information Business name <hr/> Mailing address <hr/> City/town Province Postal code <hr/> Key contact name Phone no. <hr/> Email <hr/> Contractor/Installer information Business name <hr/> Mailing address City/town Province Postal code <hr/> Key contact name Phone no. <hr/> Email <hr/>	Project site information Building use description/function (e.g. apartment, office, school, etc.) <hr/> Installation address (if different from Customer mailing address) <hr/> City/town Province Postal code <hr/> GST registration no. PROJECT START yyyy mm dd <hr/> Manitoba Hydro account no. PROJECT COMPLETION yyyy mm dd <hr/> Primary space heat (check one only) <input type="checkbox"/> Natural gas <input type="checkbox"/> Electric <input type="checkbox"/> Heat pump Air conditioning <input type="checkbox"/> Yes <input type="checkbox"/> No <hr/> Vendor/consultant/other information Business name <hr/> Key contact name Phone no. <hr/> Email <hr/>
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Customer acknowledgment

(Read the back of this Application before signing.)

I, the Customer, have read and understood the Agreement and the Program Eligibility Criteria printed on the cover page of this Application. I agree to the listed terms and conditions and warrant that I fully qualify and have complied with such terms and conditions.

Signed by (Customer)	yyyy mm dd
Print name	
Print title	

Personal information is being collected on this form under the authority Program Activity and *The Manitoba Hydro Act*. The purpose is to provide incentives to commercial customers for installing energy efficient technologies and to acquire specific related information to calculate energy and demand savings resulting from the Program. Other uses and disclosures may be to participating contractors, electronic system for program tracking, Public Utilities Board for statistical reporting, external auditors as part of a sample audit, government entities for reporting purposes and Manitoba Hydro officials on a "need to know" basis. The personal information is protected by the Protection of Privacy provisions of *The Freedom of Information and Protection of Privacy Act*. If you have any questions about the collection, contact **Manitoba Hydro**, 360 Portage Ave., Winnipeg, MB R3C 0G8 or telephone **1-204-360-3676**.

Cheque payment information *(Read the back of this Application before signing.)*

Payee name	ESTIMATED TOTAL INCENTIVE REQUESTED (Subject to final inspection and submission of invoices) <div style="display: inline-block; border: 1px solid black; padding: 5px; margin-left: 10px;"> \$ </div>
Cheque mailing address City/town Province Postal code	

Assignment** *(Do not sign if Incentive is to be paid to Customer.)*

I, the Customer, do hereby irrevocably direct and authorize Manitoba Hydro to pay the Incentive to the Contractor/Installer or Vendor named in the box titled "CHEQUE PAYMENT INFORMATION".

Signed by (Customer)	yyyy mm dd
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**** Note: Manitoba Hydro reserves the right to apply the Incentive first to any outstanding account balances or loans of the Applicant and to pay the balance, if any, to the Vendor or Installer to whom the Customer has assigned the Incentive.**

MANITOBA HYDRO USE ONLY <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%; padding: 2px;">Tech review</td> <td style="width: 10%; padding: 2px;">1.</td> <td style="width: 20%; padding: 2px;">2. Verification required?</td> <td style="width: 50%; padding: 2px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</td> </tr> <tr> <td colspan="2" style="padding: 2px;">Application verified by (CBEP)</td> <td colspan="2" style="padding: 2px;">yyyy mm dd</td> </tr> <tr> <td colspan="2" style="padding: 2px;">Payment authorized by (Marketing Programs Representative)</td> <td colspan="2" style="padding: 2px;">yyyy mm dd</td> </tr> <tr> <td colspan="2" style="padding: 2px;">Approved by (Marketing Programs Manager)</td> <td colspan="2" style="padding: 2px;">yyyy mm dd</td> </tr> <tr> <td colspan="2" style="padding: 2px;">Approved by (Group Manager Financial Services)</td> <td colspan="2" style="padding: 2px;">yyyy mm dd</td> </tr> </table>	Tech review	1.	2. Verification required?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Application verified by (CBEP)		yyyy mm dd		Payment authorized by (Marketing Programs Representative)		yyyy mm dd		Approved by (Marketing Programs Manager)		yyyy mm dd		Approved by (Group Manager Financial Services)		yyyy mm dd		Disbursements <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%; padding: 2px;">Cheque no.</td> <td style="width: 30%; padding: 2px;">Cheque amount</td> <td style="width: 40%; padding: 2px;">Due date</td> </tr> <tr> <td></td> <td style="padding: 2px;">\$</td> <td style="padding: 2px;">yyyy mm dd</td> </tr> <tr> <td colspan="3" style="padding: 2px; text-align: center;">Cheque delivery instruction (Refer to P95 for cheque delivery code)</td> </tr> <tr> <td style="padding: 2px;">Cheque delivery code</td> <td colspan="2" style="padding: 2px;">Name</td> </tr> <tr> <td style="padding: 2px;">Data entry use only</td> <td colspan="2" style="padding: 2px;">Payee code</td> </tr> <tr> <td colspan="3" style="padding: 2px;">CH</td> </tr> <tr> <td style="padding: 2px;">Incentive breakdown</td> <td style="padding: 2px;">Cost element</td> <td style="padding: 2px;">Order no.</td> <td style="padding: 2px;">Activity</td> <td style="padding: 2px;">Amount</td> </tr> <tr> <td style="padding: 2px; text-align: center;">Net Amt</td> <td style="padding: 2px; text-align: center;">720610</td> <td></td> <td></td> <td style="padding: 2px; text-align: center;">\$</td> </tr> <tr> <td colspan="5" style="padding: 2px; text-align: center;">Tax code 1G</td> </tr> </table>	Cheque no.	Cheque amount	Due date		\$	yyyy mm dd	Cheque delivery instruction (Refer to P95 for cheque delivery code)			Cheque delivery code	Name		Data entry use only	Payee code		CH			Incentive breakdown	Cost element	Order no.	Activity	Amount	Net Amt	720610			\$	Tax code 1G				
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3.0 Supporting documentation

- 3.1 At MH’s request, the Customer will supply evidence that the Products have been installed, in accordance with this Agreement, including supporting itemized invoices and documentation which must detail the following: Contractor(s)/Installer(s)/Vendor(s) name, address(es), phone and invoice numbers; purchaser name and address where installed; date of purchase; manufacturer make(s), model number(s) and quantities; itemization of costs.
- 3.2 A Completion Declaration and Completion Questionnaire must be submitted before the Incentive can be paid.

4.0 Tax implication

MH will not be responsible for any tax liability imposed on the Customer as a result of any payment of the Incentive. GST Registrants: Incentives include GST.

5.0 Liability

- 5.1 MH will have no right, title or interest in the Products.
- 5.2 MH; not being the designer, manufacturer or installer of the Products; or a designer of buildings; makes no representation or warranty, express or implied, as to the fitness, quality of design practices or capability of the Products or its installation, workmanship, or use, nor warrants that the Products will satisfy the requirements of any law, rule, specification or contract.
- 5.3 The Customer does hereby indemnify and save harmless MH, its agents and employees from all damages, expenses and costs for injury or death of any person, damage to or destruction of property, and all economic loss suffered by any person caused by installation or use of the Products.
- 5.4 The Customer assumes all risk and responsibility for any damages, injury, or costs that may result from the installation or use of the Products.
- 5.5 MH does not endorse any particular consultant, manufacturer, product, system, design, contractor, supplier or installer in promoting this Program.
- 5.6 The Customer accepts responsibility to dispose of all hazardous materials (including asbestos) that may be contained in the Products, in accordance with all applicable government regulations and agrees that MH has no responsibility with respect to same.

6.0 Assignment of incentive

- 6.1 The Customer may assign the Incentive to the Contractor, Vendor, or Installer of the Products, by signing the box marked ASSIGNMENT on the Application, and completing the information in the box titled CHEQUE PAYMENT INFORMATION. This will constitute the Customer’s irrevocable assignment of the Incentive.
- 6.2 No other assignment is permitted without MH’s written consent.
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Commercial Building Envelope Program Window Assembly Modelling Incentive

Application no.
<div style="display: flex; justify-content: space-between;"> BE CW </div>

A modelling incentive to a maximum of \$3,000 is available to undertake energy simulations for the modification of existing window and curtain wall systems. The following description indicating the scope of the simulations, and associated fees (attach copy of quote), must be provided and accepted by Manitoba Hydro prior to work commencing. Multiple simulation scenarios to optimize design are acceptable. The simulation report must be prepared by an NFRC certified simulator. You may want to consult with your designer or contractor to complete this section.

Existing window or curtain wall assembly

A. Provide a general description of existing vision section:

Framing system
Pressure plate type
Vision/glazing (<i>outer pane to inner panes</i>)
Spacers
Gas fills and coatings/tints

B. Provide a general description of existing spandrel section :

Spandrel glass or cladding
Insulation type and thickness

Proposed window or curtain wall assembly:

B. Provide a description of modifications being made to the vision and spandrel sections including:

Glazing system (<i>outer pane to inner pane</i>)	
Thermal breaks	
Spacer type(s)	Spandrel type
Insulation type and thickness	

Note: Drawings or sketches of the existing and proposed system are helpful to review the application.



Commercial Building Envelope Program Curtain Wall Assembly Incentive Summary

Application no.	
BE	CW

Curtain wall assembly – (overall metric U-values of less than 2.0 W / m² / °C)

An overall U-value will be calculated based on an area-weighted average of the combined vision and spandrel sections.

Instructions: Attach and submit all of the following information on the specified curtain wall systems with this application; the weighted U-value and incentive of the curtain wall system will be reviewed and calculated by the Program engineer.

- Area of vision and spandrel sections including framing members
- Group vision and spandrel sections of equal overall U-value.
- A copy of the specification(s), including a generic description of:
 - framing system;
 - glazing;
 - spacers;
 - gas fills and coatings.
- A copy of the spandrel specification(s), including a generic description of:
 - framing system;
 - spandrel glass or cladding;
 - insulation;
 - back pan.
- Proof of energy performance for the standard test sizes of vision (2 m x 2 m) and spandrel (2 m x 1 m). Proof of energy performance may be provided by attaching a copy of the following:
 - For incentive values **less than \$10,000**: Manufacturer thermal charts, or Window Test Report in accordance with CSA Standard A440.2.
 - For incentive values **equal to or greater than \$10,000**: Window Test Report in accordance with CSA Standard A440.2.

Example estimate

Components	U	U x A	A
	U-value		
Spandrel	1.2	480	400
Vision 1	1.8	900	500
Vision 2	1.9	570	300
		1950	1200

WEIGHTED U
1.63

	Power Smart Base U-value	Overall U-value	U-value difference	Incentive factor (\$)	Area (m ²)	Estimated Incentive amount (\$)
	2.0	- 1.63	= 0.37	x \$150	x 1200	\$ 66,600.00

Curtain wall incentive estimate

Components	U	U x A	A
	U-value		

WEIGHTED U

	Power Smart Base U-value	Overall U-value	U-value difference	Incentive factor (\$)	Area (m ²)	Estimated Incentive amount (\$)
	2.0	-	=	x 150	x	\$

Common conversions

FROM	TO	MULTIPLY BY
Square feet (ft ²)	Square metres (m ²)	0.0929
U Imperial	U SI	5.678



Commercial Building Envelope Program Storefront Window Incentive Summary

Application no.	
BE	CW

Energy efficient window systems – all frame types (overall metric U-values of less than 2.0 W / m² / °C) for site fabricated systems

Instructions: Complete the following form to calculate an **estimate** of the Incentive payable for the storefront window system specified by the consultant/supplier. This usually requires separating operable and fixed sections of composite windows for the “net window area” calculation. Please round off incentive to the nearest dollar. The **actual** Incentive payable will be recalculated using the certified U-value rating of the actual window systems installed.

Attach and submit all of the following information on the specified window systems with this application:

- An itemized list of ALL sizes and quantities of windows included in the “net window area including frame”.
 - Group windows of equal overall U-value.
 - Net window area refers to outside frame measurements not including brick mould (i.e. not rough opening).
- A copy of the window specification(s), including a generic description of:
 - frame;
 - glazings;
 - spacers;
 - fills and coatings.
- Proof of energy performance for the standard test sizes of each window. Proof of energy performance may be provided by attaching a copy of the listing for your window model(s) from either:
 - **ENERGY STAR**® Canada; **OR**
 - National Fenestration Building Council (NFRC); **OR**
 - Window Test Report in accordance with CSA Standard A440.2; **OR**
 - Manufacturer Thermal Charts (for incentives less than \$10,000).



Window incentive estimate

FRAME MANUFACTURER	GLAZING DESCRIPTION	OPERATOR TYPE	A	B	C	D	E	F
			Power Smart Base U-value	Overall U-value SI units	U-value difference (A – B)	Net window area including frame* (m ²)	Incentive factor (\$)	Incentive amount (\$) (C x D x E)
<i>e.g. CDN Aluminum</i>	<i>Low E-ARG-CLR-ARG</i>	<i>PIC</i>	2.0	– 1.2	= 0.8	x 100	x 150	\$ 12,000.00
			2.0	–	=	x	x 150	\$
			2.0	–	=	x	x 150	\$
			2.0	–	=	x	x 150	\$

* A minimum of 10 square metres of net window area is required per application.

ESTIMATED TOTAL INCENTIVE REQUESTED (\$) ►	\$
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Common conversions

FROM	TO	MULTIPLY BY
Square feet (ft ²)	Square metres (m ²)	0.0929
U Imperial	U SI	5.678