

For Office Use Only			
Application no.		Premise no.	
Sector Commercial      Industrial      Agricultural			
Subsector _____			
Project type Electric      Natural gas      Both			Energy Manager Yes      No
Other _____			

### Customer information

Efficiency Manitoba offers technical and financial support for Feasibility Studies to encourage commercial and industrial customers to adopt applications or process improvements that lead to improved electric and/or natural gas energy efficiency.

A guide for the Feasibility Study Proposal and the Feasibility Study Report is available from Efficiency Manitoba by request at [energyteam@efficiencyMB.ca](mailto:energyteam@efficiencyMB.ca), or on our website at [efficiencyMB.ca/feasibility-study-guide](http://efficiencyMB.ca/feasibility-study-guide).

### Customer information

Company name			
Company mailing address		City/Town	Province      Postal code
Contact person	Position or title		
Phone no.	Email		

### Study information

Feasibility Study title		
Project site address, if different from the mailing address	Estimated study commencement date	Estimated study completion date
Details of the study ( <i>identify base case system and details on incremental energy savings</i> )		

### Consultant information

Company name			
Company mailing address		City/Town	Province      Postal code
Contact person	Position or title		
Phone no.	Fax no.	Email	

### Incentive Calculation

- 50% of the study cost, limited to a maximum of \$20,000.

The maximum total cost of the study, including PST, is estimated at: \$\_\_\_\_\_.

Based upon the incentive parameters stated above, the incentive being applied for is \$\_\_\_\_\_.

The Customer acknowledges that, if this Application is accepted, the incentive shall be based on the lesser of 50% of the actual study cost or the maximum \$20,000.

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**Incentive assignment**

**Complete ONLY if incentive is to be paid to a third party (i.e. Consultant or vendor)**

I, the Customer, do hereby irrevocably direct and authorize payment of the Feasibility Study Incentive for this Feasibility Study to the company (Payee) named below.

Incentive Assignment Authorized by (Customer signature)	yyyy mm dd	Print name (Customer)	Title (Customer)
Company name (Payee)	Contact person (Payee)	Email	Phone no.
Company mailing address (Payee)	City/Town	Province	Postal code

**Customer Acknowledgement (Required)**

I, the Customer, have read and understood this Application and I agree to the terms and conditions set out therein. I confirm to EM that I have fully and accurately completed this Application.

I understand that this Application is conditional on approval by EM in its discretion. I also understand this incentive amount is an **estimate** only and that this Application must be **approved** by EM **before** starting work on the study.

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

**Information Sharing (Optional)**

I, the Customer, agree that Application details may be discussed by EM with the Consultant/Engineer/Vendor or other party listed on this Application for the purposes set out below and identified in the Agreement forming part of the Application.

Signed by (Customer)	yyyy mm dd
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**Voluntary Self-Declaration (Optional)**

I, the Customer, voluntarily choose to disclose that my business is an Indigenous Business. Refers to a business: a) which is at least 51 percent owned and controlled by Indigenous Person(s) or Band and, b) where, if the business has six or more full-time staff, at least one-third of the staff are Indigenous Persons.

I am self-declaring that my business is a
<input type="checkbox"/> First Nations Business <input type="checkbox"/> Metis Business <input type="checkbox"/> Inuit Business

Personal information is being collected on this form under the authority Program Activity and The Efficiency Manitoba Act. The purpose is to provide Incentives to commercial, industrial, and agricultural Customers for installing energy-efficient products 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 Efficiency Manitoba 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 Efficiency Manitoba, PO Box 247 STN MAIN, Winnipeg, MB, R3C 2G9 or telephone 1-204-944-8181.

FEASIBILITY STUDY APPLICATION APPROVAL (for Efficiency Manitoba use only)			
Approved by (Energy Efficiency Engineer)	yyyy mm dd	Approved by (Program Lead)	yyyy mm dd
Approved by (Technical Lead)	yyyy mm dd		
Report Verification			
Approved by (Technical Lead)		Final Payment Amount	yyyy mm dd
Payment Authorization			
Approved by (Program Lead)		Final Payment Amount	yyyy mm dd

## Agreement

Efficiency Manitoba (“EM”) offers an “Incentive(s)” to an eligible business owner or designated representative (the “Customer”) who initiates and conducts a study which may include, without limitation, a detailed analysis of equipment and materials, controls and process improvements to quantify project economics (the “Study”) that qualify under the Feasibility Study Program (the “Program”) terms and conditions set out below and as set out in Appendix A - Program Eligibility Criteria, which forms part of this Agreement.

**The Feasibility Study Financial Incentive Application (the “Application”) is conditional on APPROVAL by Efficiency Manitoba under the Program and forms a binding agreement on the Customer. All information provided by the Customer must be true and correct as at the application date. This Application must be APPROVED BY EFFICIENCY MANITOBA BEFORE initiating the Study. All Incentive amounts are estimates and will be finalized based on the Customer meeting all terms and conditions of the Program and a review of all application materials including invoicing and the Feasibility Study Report. The Incentive will be calculated in accordance with the Program’s incentive calculations set out in this Application, which may be amended by EM in its discretion. See [efficiencyMB.ca/business/studies](http://efficiencyMB.ca/business/studies) for current incentive offers.**

## 1.0 Warranties and agreements

- 1.1 The Customer warrants that the Study fully qualifies and complies with Appendix A - Program Eligibility Criteria.
- 1.2 The Customer warrants that all information contained in the Application is true and correct. The Customer undertakes to advise EM immediately should there be any change to information contained in the Application form during the Customer’s participation in the Program. Changes to information contained in the Application may affect eligibility under the Program and Incentive amounts.
- 1.3 The Customer warrants and agrees that: i) they have read Appendix A - Program Eligibility Criteria for this Program and the Customer and that the project are fully eligible for participation in the Program; ii) the Application and all matters relating thereto (including, without limitation, the Study) fully qualify and comply with the Program Eligibility Criteria; and iii) they have the full authority to provide to EM the Application and all information and documents in relation to this Agreement and that all information and documents are and shall be correct, current, and complete.
- 1.4 The Customer agrees to the terms and conditions of this Agreement and shall comply with same, together with all Program requirements, unless specifically waived by EM in writing. If the Customer fails to comply with this Agreement or any other requirement of EM made pursuant these terms and conditions, including without limitation if the Customer ceases to be the Manitoba Hydro (“MH”) account holder for the building specified on the Application, then upon notice from EM, any Incentive then-unpaid to the Customer shall be cancelled and any Incentives paid to a Customer who was in violation of this Agreement as at the payment date of the Incentive shall immediately repay the Incentive to EM.
- 1.5 EM decisions relating to the Customer, Application, the Study eligibility, the amount of Incentives, or other issues relating to the Program will be final and binding on all parties and not subject to appeal.
- 1.6 The maximum eligible Incentive per study is \$20,000 unless otherwise agreed to by EM in writing.
- 1.7 EM reserves the right to change or terminate the Program at any time in its discretion without notice. In-process applications may be subject to cancellation should the Program be terminated. Incentive amounts are subject to change without notice and are not confirmed until the time of issuance.
- 1.8 EM reserves the right to limit the number of Program participants in its discretion, including where a Customer or Study would otherwise qualify under the Program.
- 1.9 This Application may be executed in any number of counterparts, including counterparts signed by fax, emailed scan-copy or, by electronic signature when submitted through an EM Customer user account. Where signed in counterparts, 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 or an electronic copy of this Agreement having been agreed to electronically through an EM Customer user account and approved by EM shall be deemed an original execution version of this Agreement. Customer is responsible for all activity through the EM Customer user account.
- 1.10 This Agreement shall be governed by and construed in accordance with the laws of Manitoba and the applicable laws of Canada without regard to Manitoba or federal Canadian law governing conflicts of law, even if one or more of the parties to this Agreement is resident of or domiciled in any other province or country. The parties hereby irrevocably attorn to the exclusive jurisdiction of the Court of Queen’s Bench of Manitoba, Winnipeg Centre.

## **2.0 Implementation requirements**

The Customer shall ensure that:

- 2.1 The Study must meet the requirements set forth in the Appendix A - Program Eligibility Criteria and be acceptable to the inspection authorities having jurisdiction.
- 2.2 The Study must be initiated and completed as specified on this Application within 12 months of the date EM has given the approval, unless otherwise agreed to by EM in writing.

## **3.0 Approvals and supporting documentation**

- 3.1 EM's approval for Incentives under this Program relates to the Customer's Program participation only and should not be interpreted to constitute consents, permits or other approvals required to perform the Study or for any necessary installation or construction associated with Program participation. The Customer shall obtain all necessary consents, permits, certificates and other such approvals required by applicable laws, building codes and standards to carry out the Study under the Program.
- 3.2 EM reserves the right to, at any time, request and verify that the Study has been completed in accordance with this Agreement, including without limitation by way of the Customer supplying EM with itemized invoices and documentation which must detail the following: Consultant(s)/Engineer(s)/Vendor(s), address(es), phone and invoice numbers; Customer name and address where study was completed; date of study. The Customer shall, as necessary, provide consents and authorizations, including without limitation, to its Consultant/Engineer/Vendor or otherwise as necessary to provide for direct communication with EM for these purposes.
- 3.3 A Feasibility Study Report must be submitted before the Incentive can be paid.

## **4.0 Tax implication**

- 4.1 EM will not be responsible for any tax liability imposed on the Customer as a result of any payment of the Incentive. EM is exempt from the Goods & Services Tax (GST) and therefore Incentives do not include GST.

## **5.0 Liability**

- 5.1 EM will have no right, title or interest in the Study/building/facility by virtue of the Customer's participation in the Program or the payment of any Incentive hereunder.
- 5.2 EM takes no responsibility for false or misleading statements made in the Feasibility Study Report. EM makes no representation or warranty, expressed or implied, as to the fitness, quality, or accuracy of the Study and the responsibility for accuracy rests with the Consultant/Engineer/Vendor.
- 5.3 The Customer hereby indemnifies and saves harmless EM, its directors, officers, 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 conducting the Study.
- 5.4 The Customer assumes all risk and responsibility for selection of the Consultant(s)/Engineer(s)/Vendor(s) who carries out the Study, as well as any damages, injury, or costs that may result from conducting the Study.
- 5.5 EM does not endorse any particular consultant, engineer, manufacturer, product, system, design, contractor, supplier, designer, developer, builder, contractor, product, tool, system, design, contractor, supplier, or installer in promoting this Program.

## **Appendix A - Program Eligibility Criteria**

To qualify under the Program, the following Program Eligibility Criteria must be met:

### **General eligibility**

- (a) The Customer must be the owner or designated representative of the facility or business operations who is authorizing and initiating the Study.
- (b) The Customer must be a MH account holder eligible for MH general service electricity rates and MH service natural gas rates.
- (c) Studies must address the potential to reduce electric or natural gas consumption. Incentives for Studies to reduce other fuel types are not eligible under the Program.
- (d) Incentives for Studies that achieve savings by switching to other energy sources are not eligible under this Program.
- (e) Incentives are not available for studies in-progress or already completed prior to approval of an Applicant's application.
- (f) Studies which have received financial assistance under any other federal, provincial energy conservation program may not be eligible for this Program, unless otherwise agreed to by EM in writing. Applicant shall make full disclosure of same as part of the Application and shall provide further information and/or documentation to EM upon request for consideration by EM.
- (g) EM must be notified in writing of any changes to the Feasibility Study Proposal that affects the original Application otherwise the Study may be determined by EM to be ineligible for the Incentive.
- (h) All Study requirements must adhere to the guidelines set out in the Program Guide.

### **Feasibility Studies**

- (i) The Application must be accompanied with a Feasibility Study Proposal.
- (j) A Feasibility Study Report must be provided to EM for review prior to issuing the Incentive.
- (k) The Feasibility Study Proposal and Feasibility Study Report must meet the requirements set out in the Feasibility Study Guide, available from EM or on our website at [efficiencyMB.ca/feasibility-study-guide](http://efficiencyMB.ca/feasibility-study-guide).
- (l) Feasibility Studies must be conducted only by an eligible Professional Engineer registered to practice in the Province of Manitoba, unless otherwise agreed to by EM in writing. The Professional Engineer shall seal and apply the Certificate of Authorization to the Feasibility Study Report in accordance with The Engineering and Geoscientific Professions Act.
- (m) The Feasibility Study will be completed by the Professional Engineer, or other designate as agreed to by EM, and one copy of the final Feasibility Study Report will be provided to EM for review. The Customer and EM shall share in the ownership of the copyright in the final Feasibility Study Report. Proprietary information which is not otherwise known or available to the public and which belongs to the Customer will be kept confidential by EM.