

Agreement

Efficiency Manitoba (“EM”) offers an “Incentive” to an eligible building owner (the “Building Owner”) who designs and constructs a new building that qualifies under the New Buildings Program 2.2 (the “Program”) on the terms and conditions set out below and as set out in Appendix A – Program Eligibility Criteria, which forms part of this Agreement.

The New Buildings Program 2.2 – Performance Path Incentive Application (the “Application”) is conditional on APPROVAL by Efficiency Manitoba under the Program and forms a binding agreement on the Building Owner. All information provided by the Building Owner must be true and correct as at the application date. This Application must be received and APPROVED BY EFFICIENCY MANITOBA no later than six months after a building permit has been issued for the applicable project. All Incentive amounts are estimates and will be finalized based on the Building Owner meeting all terms and conditions of the Program and a review of all application materials including the final energy model, as-built drawings, completion paperwork, invoicing, and any final inspections. The Incentive will be calculated in accordance with the Program’s incentive calculations set out in the Program Guide, which may be amended by EM in its discretion. See efficiencyMB.ca/newbuildings for current incentives.

1.0 Warranties and agreements

- 1.1 The Building Owner warrants that the design of the building fully qualifies and complies with Appendix A - Program Eligibility Criteria.
- 1.2 The Building Owner warrants that all information contained in the Application is true and correct. The Building Owner undertakes to advise EM immediately should there be any change to information contained in the Application form during the Building Owner’s participation in the Program. Changes to information contained in the Application may affect eligibility under the Program and Incentive amounts.
- 1.3 The Building Owner warrants and agrees that: i) he/she has read Appendix A - Program Eligibility Criteria and that the project fully qualifies to participate in the Program; ii) the Application and all matters and materials relating thereto (including, without limitation, all reports, drawings, specifications, software analysis, invoices, and permits submitted by or on behalf of the Building Owner) fully qualify and comply with the Program Eligibility Criteria; and iii) he/she has 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 Building Owner 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 Building Owner fails to comply with this Agreement or any other requirement of EM made pursuant these terms and conditions, including without limitation if the Building Owner 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 Building Owner shall be cancelled and any Incentives paid to a Building Owner 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 Building Owner, Application, the project’s eligibility, energy savings of the building’s design, 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 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.
- 1.7 EM reserves the right to limit the number of Program participants in its discretion, including where a Building Owner or Building would otherwise qualify under the Program.
- 1.8 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 Building Owner 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 Building Owner user account and approved by EM shall be deemed an original execution version of this Agreement. Building Owner is responsible for all activity through the EM Building Owner user account.
- 1.9 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 Participation requirements

The Building Owner shall ensure that:

- 2.1 The building's design meets the requirements set forth in the Appendix A - Program Eligibility Criteria and be acceptable to the inspection authorities having jurisdiction.
- 2.2 The Building Owner agrees to allow periodic inspections of the premises in this Application by EM or its representatives/designates, during normal business hours, any time from the date of the Application until 36 months after Product installation.
- 2.3 The design of the building, and the building, must meet or exceed Program requirements, and formal notice of compliance for the final design must be obtained from EM prior to commencement of.
- 2.4 The construction of the building must be completed in strict accordance with the final design, and the building must be operational for the intended purpose in Manitoba, within 24 months of the date EM has given formal notice of compliance for the design of the building.
- 2.5 The Building Owner agrees to operate the building for a period of at least 36 months following the payment of the Incentive to the Building Owner.

3.0 Approvals and supporting documentation

- 3.1 EM's approval for Incentives under this Program relates to the Building Owner's Program participation only and should not be interpreted to constitute consents, permits or other approvals required for necessary installation or construction associated with Program participation. The Building Owner shall obtain all necessary consents, permits, certificates and other such approvals required by applicable laws, building codes and standards to carry out the purchasing, installation, constructions, or use of the new building under the Program.
- 3.2 EM reserves the right to, at any time, request and verify that the building has been designed and constructed in accordance with this Agreement, including without limitation by way of the Building Owner supplying EM with itemized invoices and documentation which must detail the following: contractor(s)/installer(s)/vendor(s)/manufacturer name, address(es), phone and invoice numbers; itemization of costs, permits, certificates, and invoice numbers; occupant name(s) and address(es), details on design and construction; and an itemization of costs and accuracy of cost information of the project. When an engineered design is required by the authority having jurisdiction, supply a copy of the Certificate of Substantial/Final Completion or a letter stating that an engineered design is not required. The Building Owner shall, as necessary, provide consents and authorizations, including without limitation, to its Contractor/Installer and Vendor or otherwise as necessary to provide for direct communication with EM for these purposes.

4.0 Tax implication

- 4.1 EM will not be responsible for any tax liability imposed on the Building Owner/Applicant as a result of any payment of the Incentive. Efficiency Manitoba 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 /building/facility by virtue of the Building Owner's participation in the Program or the payment of any Incentive hereunder.
- 5.2 EM, not being the designer, manufacturer, nor installer of any Products, nor a designer, builder, or developer of buildings, makes no representation or warranty, express or implied, as to the fitness, quality of design practices or capability of the Products or the building or its installation, workmanship, or use, nor warrants that the building's design or construction will satisfy the requirements of any law, rule, code, specification, or contract.
- 5.3 The Building Owner 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 the design or construction of the building.
- 5.4 The Building Owner assumes all risk and responsibility for selection, installation and use of any Products or systems referenced in the building's design and any construction associated therewith, as well as any damages, injury, or costs that may result from the installation or use of the Products or systems referenced in the building's design.
- 5.5 EM does not endorse any particular consultant, manufacturer, product, system, design, contractor, supplier, designer, developer, builder, tool, or installer in promoting this Program.
- 5.6 The Building Owner acknowledges and agrees that it is sole responsibility to dispose of all hazardous materials (including, without limitation, asbestos) that may be contained in the Products or systems referenced in the building's design, and that it shall do so strictly in accordance with all applicable laws, government regulations and requirements, and agrees that EM has no responsibility or liability with respect to any such disposal.

Appendix A - Program Eligibility Criteria

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

General eligibility

- (a) The Building Owner must be the owner or designated representative (e.g., property manager) of the building ;
- (b) The Building Owner must be a MH customer eligible for MH commercial general service electricity rates and MH commercial service natural gas rates. Buildings must be heated primarily by electricity or natural gas supplied by MH in order to be eligible under the Program; buildings heated primarily by any other fuel source will not be eligible.;
- (c) The building shall be used by the Building Owner in a commercial (including multi-unit residential), industrial, or agricultural capacity only and in accordance with the Building Owner's application and this Agreement;
- (d) incentives are not available for projects already completed prior to approval of a Building Owner's application;
- (e) Projects which have received financial assistance under any other federal, provincial or MH or EM energy conservation program may not be eligible for this Program, unless otherwise agreed to by EM in writing. Building Owner 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;
- (f) EM must be notified in writing of any changes to the building design that affects the original application otherwise the application may be determined by EM to be ineligible for the Incentive. Changes to building design after application submission and Program approval may affect Incentives and Program Eligibility Criteria as determined by EM; and
- (g) This Program applies to new construction projects classified as Part 3 buildings that are required to follow the Manitoba Energy Code for Buildings 2013 (MECB), as determined by the Authority Having Jurisdiction. Commercial buildings not required to follow the MECB may also apply; however, Residential, Multi-Unit Residential, Farm, Industrial, and Manufacturing buildings that are not required to follow the MECB are not eligible for this Program.
- (h) Customers must complete and submit all deliverables as outlined in the New Buildings Program 2.2 - Performance Path Program Guide.
- (i) **This Application must be received and approved by EM no later than six months after a building permit has been issued for the applicable project.**

Program eligibility criteria

THIS APPLICATION MUST BE **RECEIVED AND APPROVED** BY EFFICIENCY MANITOBA NO LATER THAN SIX MONTHS AFTER A BUILDING PERMIT HAS BEEN ISSUED FOR THE APPLICABLE PROJECT.

- The Building Owner must be a Manitoba Hydro customer eligible for the General Service Electricity Rate.
- This Program applies to new construction projects classified as Part 3 buildings that are required to follow the Manitoba Energy Code for Buildings 2013 (MECB), as determined by the Authority Having Jurisdiction. Commercial buildings not required to follow the MECB may also apply; however, Residential, Multi-Unit Residential, Farm, Industrial, and Manufacturing buildings that are not required to follow the MECB are not eligible for this Program.
- The Building Owner must be the current registered owner of the property for the building and of the building.
- Incentives are not available for projects completed as of the date Efficiency Manitoba approves this Application.
- Program eligibility shall be at Efficiency Manitoba's sole determination based on the Application and the Customer's compliance with Program requirements of Efficiency Manitoba.
- This Incentive is conditional upon the Building Owner remaining a Manitoba Hydro customer in good standing for a minimum period of 36 consecutive months from the date of last payment of the Incentive. In the event that the Building Owner ceases to be a Manitoba Hydro customer in good standing prior to the expiry of the said 36 month period, the Building Owner shall forthwith repay to Efficiency Manitoba the full amount of the Incentive awarded.
- The Building Owner must at all times comply with all applicable federal, provincial, municipal, laws, by-laws, regulations, and codes, which are, or may hereafter become, applicable, to the Building Owner, the building (including, without limitation, its design, construction, operation), the project and/or any of the team member(s) or other contractor(s), and with all requirements of MH relating to the Program, Application, Incentive, Incentive Agreement, energy supply and/or account(s).
- Efficiency Manitoba must be promptly notified of any change to the building's design at all times, otherwise the project may be determined by Efficiency Manitoba to be ineligible for any Incentives.

Application instructions

1. Read the AGREEMENT on the reverse side and the PROGRAM ELIGIBILITY CRITERIA above.
2. Complete all fields on the APPLICATION. Please ensure that all information requested on the Application is provided. Incomplete Applications may result in delays in the approval process and may be returned.
3. Read the applicant ACKNOWLEDGEMENT on the Application and provide the information and signatures required.
4. Complete the PROJECT WORKSHEET.
5. Ensure Project Team Members information is complete and accurate. Additional worksheets can be attached if needed.
6. Transfer Incentive Calculation amounts to the Application forms. Total Requested Incentive Payable determined by the project's final, completed energy model and paid to the Building Owner upon completion of the Program.
7. Enter the appropriate payee name and address in the incentive PAYMENT INFORMATION section of the Application;
8. Retain copies of the Application and Project Worksheet for your records.
9. Email the completed and signed application form to: **NewBuildings@efficiencyMB.ca**
Project deliverables (eg. Owner's Project Requirements, Copy of Building Permit) can be attached to the email along with the application form or can be sent in subsequent emails.
10. To qualify for the Program incentives, all program deliverables must be received and approved by Efficiency Manitoba representatives. Please refer to the New Buildings Program 2.2 - Performance Path Program Guide for details on applicable deliverables.
11. Efficiency Manitoba will review the Application and all required program deliverables and if in agreement, will authorize the incentive(s) and advise the Building Owner.
12. A Efficiency Manitoba representative may visit the site and conduct a pre- and/or final inspection to confirm eligibility for the Program and/or satisfactory installation of systems and equipment. The incentive payment will then be processed and forwarded to the payee.
13. An agent acting on behalf of the Building Owner may complete the Application; however, the Building Owner must read the agreement and sign the Participant Acknowledgment section of the form.

If you have any questions or require assistance, contact us directly at **NewBuildings@efficiencyMB.ca** or **204-944-8181**.

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|-------------------------------|
| Application no. NBP |
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Refer to the *New Buildings Program 2.2 - Performance Path Program Guide* or contact Efficiency Manitoba directly (NewBuildings@efficiencyMB.ca or 204-944-8181) for further Program details and a list of all Program requirements.

Building information

| | | | |
|--|---------------|----------------------------|-------------|
| Building name (if applicable) | | | |
| Building mailing address | City/Town | Province | Postal code |
| Building type (If mixed, indicate all types and estimated percentage of each area; e.g. 50% office, 50% retail.) | | | |
| Building size (conditioned floor space) ft. ² | No. of floors | Manitoba Hydro account no. | |

Building Owner information

| | | | |
|----------------------------------|-----------|----------------------------------|-------------|
| Business/Company name | | Business/Company primary contact | |
| Business/Company mailing address | City/Town | Province | Postal code |
| Phone no. | Email | | |

Applicant Acknowledgement (Required)

I, the Applicant, have read and understood this Financial Incentive Application, the Agreement and the Program Eligibility Criteria set out in Appendix A to this Application and I agree to the terms and conditions set out therein. I confirm to Efficiency Manitoba that I have fully and accurately completed this Application and warrant that I fully qualify and have complied with such terms and conditions.

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 Efficiency Manitoba **BEFORE** ordering/purchasing materials or starting work on the project.

| | |
|-----------------------|------------|
| Signed by (Applicant) | yyyy mm dd |
| Print name | |
| Print title | |

Information Sharing (Optional)

I, the Applicant, agree that Application details may be discussed by Efficiency Manitoba with the Contractor/Installer party and the Vendor/Other party listed on this Application for the purposes set out below and identified in the Agreement forming part of the Application.

| | |
|-----------------------|------------|
| Signed by (Applicant) | yyyy mm dd |
|-----------------------|------------|

Voluntary Self-Declaration (Optional)

I, the Applicant, 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 | First Nations Business | Metis Business | 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 Applicants 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.

Incentive payment information

| | |
|--------------------------------|---|
| Payee name | Total Requested Incentive (\$) → <input type="text"/> |
| Mailing address | |
| City/Town Province Postal code | |

| | | | |
|------------------------------|-----------------|-----------------------|------------|
| EFFICIENCY MANITOBA USE ONLY | | | |
| Incentive payment \$ | Admin review by | yyyy mm dd | |
| Engineering review by | yyyy mm dd | Payment authorized by | yyyy mm dd |

Instructions: Fill in the form below to calculate an estimate of the Incentive payable. All applicable areas must be completed. The actual Incentive payable may be recalculated based on the project's final approved energy model.

Project team members

Provide contact information for all project team members.

Architect

| | | | | |
|-----------------|-------------------------|----------|-------------|--|
| Company name | Name of primary contact | Title | | |
| Mailing address | City/Town | Province | Postal code | |
| Phone no. | Email | | | |

Electrical engineer

| | | | | |
|-----------------|-------------------------|----------|-------------|--|
| Company name | Name of primary contact | Title | | |
| Mailing address | City/Town | Province | Postal code | |
| Phone no. | Email | | | |

Mechanical engineer

| | | | | |
|-----------------|-------------------------|----------|-------------|--|
| Company name | Name of primary contact | Title | | |
| Mailing address | City/Town | Province | Postal code | |
| Phone no. | Email | | | |

Energy modeller

| | | | | |
|-----------------|-------------------------|----------|-------------|--|
| Company name | Name of primary contact | Title | | |
| Mailing address | City/Town | Province | Postal code | |
| Phone no. | Email | | | |

General contractor

| | | | | |
|-----------------|-------------------------|----------|-------------|--|
| Company name | Name of primary contact | Title | | |
| Mailing address | City/Town | Province | Postal code | |
| Phone no. | Email | | | |

Commissioning agent

| | | | | |
|-----------------|-------------------------|----------|-------------|--|
| Company name | Name of primary contact | Title | | |
| Mailing address | City/Town | Province | Postal code | |
| Phone no. | Email | | | |

Other (*indicate design role*)

| | | | | |
|-----------------|-------------------------|----------|-------------|--|
| Company name | Name of primary contact | Title | | |
| Mailing address | City/Town | Province | Postal code | |
| Phone no. | Email | | | |

Other (indicate design role)

| | | | | |
|-----------------|-------------------------|----------|-------------|--|
| Company name | Name of primary contact | Title | | |
| Mailing address | City/Town | Province | Postal code | |
| Phone no. | Email | | | |

Other (indicate design role)

| | | | | |
|-----------------|-------------------------|----------|-------------|--|
| Company name | Name of primary contact | Title | | |
| Mailing address | City/Town | Province | Postal code | |
| Phone no. | Email | | | |

Project description & schedule

Provide a brief overview of the proposed building including a summary of the significant energy efficiency strategies incorporated into the proposed building design.

| | | | |
|------------------------|--------------------|-----------------------------------|-------------|
| Building energy target | % better than MECB | Energy Use Intensity (EUI) target | ekWh/ft2/yr |
|------------------------|--------------------|-----------------------------------|-------------|

| | | | | | | | |
|------------------------------|------------|---------------------------------------|------------|--------------------------------|------------|-------------------------------------|------------|
| ESTIMATED TENDER DATE | yyyy mm dd | CONSTRUCTION PERMIT ISSUE DATE | yyyy mm dd | CONSTRUCTION START DATE | yyyy mm dd | CONSTRUCTION COMPLETION DATE | yyyy mm dd |
|------------------------------|------------|---------------------------------------|------------|--------------------------------|------------|-------------------------------------|------------|

Incentive calculation

Complete calculations. See table below to determine the building’s incentive factor.

| Building Size (conditioned floor space) | Incentive Factor (\$/ft2) | Performance Path Incentive | Performance Path EMAI | Total Requested Incentive |
|--|------------------------------|----------------------------|-----------------------|---------------------------|
| ft ² | × \$ | = \$ | + \$ | = \$ |

Notes: Building dimensions to be confirmed by construction documents and/or actual site inspections before incentive payments are issued. Incentive amounts may be adjusted upon inspection. Final incentive factor will be adjusted (if necessary) based on the project’s final approved energy model. The Performance Path Energy Modelling Assistance Incentive (EMAI) amount is optional and will be transferred from a completed EMAI application.

| | Building energy target (% better than MECB) | Incentive factor (\$ / ft2) |
|--|--|--------------------------------|
| | 5.0% | \$0.50 |
| | 6.0% | \$0.60 |
| | 7.0% | \$0.70 |
| | 8.0% | \$0.80 |
| | 9.0% | \$0.90 |
| Energy efficiency certification levels | 10.0% | \$1.00 |
| | 11.0% | \$1.10 |
| | 12.0% | \$1.20 |
| | 13.0% | \$1.30 |
| | 14.0% | \$1.40 |
| | 15.0% | \$1.50 |
| | 16.0% | \$1.60 |
| | 17.0% | \$1.70 |
| | 18.0% | \$1.80 |
| | 19.0% | \$1.90 |
| 20.0% | \$2.00 | |