

## Agreement

Efficiency Manitoba (“EM”) offers an “Incentive” to an eligible Building Owner (the “Customer”) who designs and constructs a new building that qualifies under the New Buildings Program 3.0 (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 3.0 – Performance Path 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 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 Customer 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](http://efficiencymb.ca/newbuildings) for current incentives.**

## 1.0 Warranties and agreements

- 1.1 The Customer warrants that the design of the building 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 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 Customer) 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 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 Customer 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 user account (myEM). 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 user account (myEM) and approved by EM shall be deemed an original execution version of this Agreement. Customer is responsible for all activity through the EM user account (myEM).
- 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 King’s Bench of Manitoba, Winnipeg Centre.

## **2.0 Participation requirements**

The Customer shall ensure that:

- 2.1 The building's design must meet the requirements set forth in the Appendix A - Program Eligibility Criteria and be acceptable to the inspection authorities having jurisdiction. 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.
- 2.2 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.
- 2.3 The Customer agrees to operate the building for a period of at least 36 months following the payment of the Incentive to the Customer.
- 2.4 The Customer 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 EM has given formal notice of compliance for the design of the building.

## **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 for 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 purchasing, installation, construction, 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 Customer 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 Customer 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.
- 3.3 The program deliverables must be submitted before the Incentive can be paid.

## **4.0 Tax implication**

- 4.1 Customer is solely responsible for payment of any and all tax liability imposed on the Customer as a result of the receipt of any Incentive payment; EM 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 EM will have no right, title or interest in the building/facility by virtue of the Customer'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 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 the design or construction of the building.
- 5.4 The Customer 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 Customer 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 Customer must be the owner or designated representative (e.g., property manager) of the building;
- (b) The Customer 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 Customer in a commercial (including multi-unit residential), industrial, or agricultural capacity only and in accordance with the Customer's application and this Agreement;
- (d) Incentives are not available for projects already completed prior to approval of a Customer's application; and
- (e) 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.

### New Buildings Program Performance Path eligibility

- (f) This Program applies to new construction projects that are required to follow the National Energy Code of Canada for Buildings (NECB) 2020 and any provincial amendments, as determined by the Authority Having Jurisdiction. Commercial buildings not required to follow the NECB 2020 may also apply; however, Residential, Multi-Unit Residential, Farm, Industrial, and Manufacturing buildings that are not required to follow the NECB 2020 are not eligible for this Program.
- (g) **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.**
- (h) The Customer 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 Customer, 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 Efficiency Manitoba relating to the Program, Application, Incentive, Incentive Agreement, energy supply and/or account(s).
- (i) 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 Customer 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 3.0 - 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 Customer.
  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 Customer may complete the Application; however, the Customer 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**.

Refer to the *New Buildings Program 3.0 - Performance Path Program Guide* or contact Efficiency Manitoba directly ([newbuildings@efficiencyMB.ca](mailto: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 address	City/Town	Province	Postal code
Building type (if mixed, indicate all types and estimated percentage of each area)		No. of residential dwelling units (if applicable)	Project is a building addition? Yes No
Building size (conditioned floor space) ft. <sup>2</sup>	No. of floors above grade	Manitoba Hydro account no. (if known)	
Primary heating fuel type electric natural gas propane fuel oil wood unheated		Project team plans to pursue Systems Manual bonus: Yes No	
		Building will incorporate solar photovoltaic (PV) systems: Yes No	
Project team plans to pursue Ground Source Heat Pump for Multi-Unit Residential Buildings Bonus: Yes No N/A		Project is also part of a major renovation with intent to participate in the Commercial Deep Energy Retrofit Program: Yes No	

## Customer 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
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## 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	Métis Business	Inuit Business

## 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

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.

**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.	Planned energy-efficient measures incorporated into the proposed building design (select all that apply): Improved window performance Increased wall and/or roof insulation Improved airtightness (verified by whole-building airtightness test) Reduced window/door area Reduced interior lighting power Reduced exterior lighting power Occupancy/daylight sensors Air-source heat pump(s) Ground-source heat pump(s) High performance ventilation heat recovery Variable speed fans/pumps High efficiency natural gas heating systems Demand control ventilation Chiller heat recovery Solar thermal water heater(s) Solar wall Drain water heat recovery Low flow fixtures Other (please specify below)
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Building energy target (minimum 5%) % better than NECB	Energy Use Intensity (EUI) target ekWh/ft²/yr	Modelling software used, including version
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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
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Performance Path Incentive calculation

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

Building Size (conditioned floor space)	Incentive Factor (\$/ft²)	Performance Path Incentive	Performance Path EMAI (Maximum \$7,000)	If applicable	
				Systems Manual Bonus (Maximum \$12,000)	GSHP for MURB Bonus (25% to Performance)
ft²	× \$	= \$	+ \$	+ \$	= \$
					Total Requested Incentive
					= \$

Performance Path Incentive Factors

Building energy target (% better than NECB 2020 Tier 1)		Incentive factor (\$/sq. ft.)
5%		\$0.60
6%		\$0.70
7%		\$0.80
8%		\$0.90
9%		\$1.00
Energy efficiency certification levels	10%	\$1.15
	11%	\$1.25
	12%	\$1.35
	13%	\$1.45
	14%	\$1.55
	15%	\$1.65
	16%	\$1.75
	17%	\$1.85
	18%	\$1.95
	19%	\$2.05
	20%	\$2.15
	21%	\$2.25
	22%	\$2.35
	23%	\$2.45
	24%	\$2.55
	25%	\$2.75
	26%	\$2.90
	27%	\$3.05
	28%	\$3.20
	29%	\$3.35
	30%	\$3.50

**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) and Systems Manual bonus amount are optional. The Performance Path EMAI will be transferred from a completed EMAI application. For further details regarding the Systems Manual bonus, and Ground Source Heat Pump (GSHP) for Multi-Unit Residential Building (MURB) bonus, please review the New Buildings 3.0 – Performance Path Program Guide. For buildings planning to incorporate solar PV systems, incentives for this measure will be calculated through Efficiency Manitoba’s Solar PV Program.