

This application must be **PRE-APPROVED** by the Program **BEFORE** lighting can be purchased or work can begin on the 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 completion paperwork, invoicing and any final inspections.

## **Agreement**

**Manitoba Hydro (“MH”) offers an Incentive to an eligible purchaser (the “Customer”) of energy efficient lighting (the “Lighting”) installation that qualifies under the Commercial Lighting Program (the “Program”) on the terms and conditions set out below. The Incentive will be calculated in accordance with the Measure Incentive Calculations.**

### **1.0 Warranties and agreements**

- 1.1 The Customer warrants that the Customer, the Lighting, and all other matters relating to this Application, fully qualify and comply 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.
- 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 at any time, in MH’s sole discretion, any requirement of the Program is not met or performed to MH’s satisfaction, any term(s) or condition(s) is breached as determined by MH, or any information or material(s) submitted to MH is incomplete, inaccurate, contradictory, or misleading, MH may at its sole discretion and without prejudice to any other rights or remedies available hereunder or at law or equity, immediately cancel any and all incentive, and if any incentive is already paid to the Owner, the Owner must immediately repay to MH all paid incentive in a manner to be determined in MH’s sole discretion. MH may also in its sole discretion disqualify the Owner from participating in other programs and from being eligible for any other incentives until further notice.
- 1.4 The Customer is voluntarily selecting and engaging the Installer to supply and perform the Lighting. MH will in no event be responsible for anything relating to the Lighting or any matter or dispute that arise between the Customer and the Installer. Any inquiries or issues that the Customer may have regarding Lighting must be directed directly to the Installer.
- 1.5 Without limiting the generality or application of the foregoing, if the Customer ceases to be the account holder for the Building specified on this Application, or does not operate the Lighting at the Building specified on this Application, no Incentive shall be provided to the Customer or Installer, unless otherwise determined by MH in its sole discretion.
- 1.6 MH reserves the right to change or terminate this Program or its requirements at any time without prior notice.
- 1.7 MH decisions relating to the customer, the application, the lighting 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.
- 1.8 This Agreement 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. (We still require the original front page of the application for cheque payment.)

### **2.0 Installation requirements**

- 2.1 The Lighting must meet the requirements set forth in the PROGRAM ELIGIBILITY CRITERIA, and be acceptable to the inspection authorities having jurisdiction.
- 2.2 The customer agrees to verify and ensure the new lighting system is appropriate for the environment in which it is being installed with their lighting supplier or contractor. The customer and contractor are responsible for ensuring the lighting technology is used in the correct application and environment and must meet all applicable building and electrical codes and standards.
- 2.3 The Lighting must be installed and operational in the Building specified on this Application within one year of the date MH has given pre-approval for the work to proceed and all supporting documentation must be received by MH within that time frame. If work is not completed and supporting documentation is not received within one year of pre-approval this application will be cancelled.
- 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 at its sole discretion after receipt of the Completion Declaration & Questionnaire and all information and materials required of the Customer and Installer.
- 2.5 The Customer agrees to operate the Lighting for a period of at least three years following installation.
- 2.6 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 three years after the Lighting installation.
- 2.7 Lighting products removed from the Building specified on this Application will not be resold, except for scrap purposes, nor will they be installed elsewhere.
- 2.8 For exterior Lighting, luminaires must not be installed and aimed in a manner so as to cause glare onto neighboring properties, streets, or highways.

### **3.0 Supporting documentation**

- 3.1 The Customer will supply evidence that the Lighting has been installed in accordance with this AGREEMENT, including supporting itemized invoices and documentation which must detail the following: contractor/vendor name, address, phone and invoice numbers; purchaser name and address where installed; date of purchase; manufacturer make(s), model numbers(s) and quantities; and itemization of costs including unit material cost, separate from labour, and invoice must include a separate line for labour if applicable. All invoices must be made out to the customer.

## Commercial Lighting Program Renovations Incentive Application

PF2956/r

3.2 Approval of an Incentive does not constitute MH electrical inspection approval. An electrical permit number, Certificate of Inspection (within Winnipeg) or Certificate of Approval (outside of Winnipeg), Completion Declaration, and Completion Questionnaire must be submitted before the Incentive can be paid.

3.3 Any documentation submitted to MH that is late, incomplete, illegible, or contains inaccurate, contradictory, or misleading information or material, as determined by MH in its sole discretion, will not be processed and no Incentive will be granted.

### **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 Lighting or equipment.

5.2 MH, not being the designer, manufacturer, vendor, or installer, of the Lighting, makes no representation or warranty, express or implied, as to the Lighting, its design, capability, compatibility, reliability, safety, performance (and savings), fitness for the Customer's purpose or as to the material, equipment, or workmanship therein, or that the Lighting will comply with 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 the lighting, installation, or use or disposal of the Lighting.

5.4 The Customer assumes all risk and responsibility for any damages, injury, or costs that may result from the project, equipment, installation or use of the Lighting.

5.5 MH does not endorse any particular manufacturer, product, system, design, contractor, vendor, or Installer, in promoting this Program.

5.6 The Customer accepts responsibility to properly dispose of the Lighting and any and all hazardous materials (including PCBs) contained in its existing equipment or in the Lighting, in accordance with all applicable laws, regulations, and bylaws.

5.7 All MH decisions relating to the Customer, the Application, the Lighting, eligibility, amount of Incentives, or other issues relating to the Program, will be final and binding on all parties and not subject to appeal.

### **6.0 Assignment of incentive**

6.1 The Customer has the option, if not using PAYS financing, at the Customer's sole discretion, to assign the Incentive to the vendor or Installer of the Lighting, 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 Incentive first to any outstanding amounts of the Customer (and/or the Installer to whom the Customer is assigning Incentive), as the case may be, owed to MH in the following order: loan arrears and accrued interests; energy account arrears and accrued interests; loan interests; loan principals; energy account balance; other sums owed to MH; but MH at its discretion may pay Incentive by cheque or electronic payment to the Customer or to the Installer.

# Commercial Lighting Program – Renovations Incentive Application

## Terms and Conditions

PF2956(1)/f

### Program eligibility criteria

THIS APPLICATION MUST BE APPROVED BY AN AUTHORIZED MH REPRESENTATIVE BEFORE WORK CAN BEGIN ON THE LIGHTING PROJECT.

- The Customer must be a MH customer eligible for the Electrical General Service Rate.
- The Customer must be the end user of the Lighting (i.e. not a vendor, manufacturer, or installer).
- The Building must be an existing building that has been continuously occupied and operated for a minimum of two consecutive years immediately prior to Application to this Program.
- The Lighting system will be used in a commercial, not residential (e.g. individual apartment suites, etc.) capacity.
- Incentives are not available for projects in process or already completed as of the date MH approves this Application.
- Lighting which, either separately or as part of a project, has received financial assistance under any other federal, provincial, or MH energy conservation program may not be eligible for this Program.
- The Incentive amount may be modified or cancelled based on any lighting system information changes from the original application, lighting hours of operation, product, quantity installed, energy savings, or application of technology or any other reason as determined by MH.
- The Lighting Application will be cancelled if the applicants present false or misleading information.
- Incentive amount before pay out is only an estimate and may be changed at anytime before pay out.
- The Customer must promptly and timely notify MH in writing of any change(s) to any information or material relating to this Application, including, without limitation, any change to the quantity or selection of Lighting, for re-calculation of Incentive, failing which, MH may, at MH's sole discretion, disqualify the Customer and no Incentive will be granted.
- MH decisions relating to product or customer eligibility, or amount of the Incentive, will be final and not subject to appeal.
- It is the responsibility of the customer to ensure that the lighting is in compliance with appropriate industry, legal, safety, and other standards, guidelines, or recommendations which apply to the lighting application and use.
- Lighting must be new, owned by the customer, and CSA approved, or certified by an accredited independent organization, to conform to CSA standards.
- Lighting must meet the requirements of the Manitoba Electrical Code, all pertinent bylaws, and shall be acceptable to the inspection authorities having jurisdiction. An electrical permit and Certificate of Inspection (within Winnipeg) or Certificate of Approval (outside Winnipeg) are required.
- Lighting must operate a minimum of 2,000 hours per year to be eligible for posted Incentives. Lighting operating between 1,000 and 1,999 hours per year may qualify for prorated Incentives.
- All Incentives are limited to 100 per cent of the actual cost of the Lighting equipment paid for by the recipient of the Incentives, including taxes (**excluding** design and labour costs). However, if an Incentive is assigned by a Customer to the vendor or Installer of the Lighting pursuant to Article 6, the Incentive is limited to the actual cost of the Lighting equipment to the vendor or Installer (as opposed to the cost of the Lighting equipment to the Customer). MH reserves the right to, at any time, verify the accuracy of cost information of the Lighting equipment, and the Customer, vendor, and Installer, must fully cooperate to MH's satisfaction, failing which the Incentive may be cancelled.
- The maximum eligible Incentive is \$250,000 for all electrical measures.
- Lighting must meet the requirements of the "Product Specifications" in the program *Technical Specification Guide*.
- The Incentive is conditional upon the Customer remaining a customer of MH for a minimum period of three years from the date of payment.

### Application instructions (See Application Guide for details)

1. Read the AGREEMENT on the reverse side and the PROGRAM ELIGIBILITY CRITERIA above.
2. Print CUSTOMER, INSTALLER, and PROJECT SITE INFORMATION on the Application.
3. Read the CUSTOMER ACKNOWLEDGEMENT on the Application and provide the information and signatures required.
4. Verify with your supplier, distributor, or manufacturer that your new lighting system is appropriate for the environment and application. Consider temperature, suitability for the location (wet, damp, dust, pressure washing, explosion proof applications), corrosion resistance, compatibility with building controls, lamp rating for the fixture (open/closed), suitability of new light levels, and warranty coverage for intended use.
5. Select the measures included in your project and complete the appropriate measure Incentive calculations to determine the individual Incentives. For further details on product eligibility and equipment wattages, refer to the separate *Application Guide* and *Eligible Product List*.
6. Transfer the determined measure Incentives to the Summary of Measure Incentives page and add them to determine the Estimated TOTAL INCENTIVE PAYABLE.
7. Transfer the TOTAL INCENTIVE PAYABLE to the space provided on the front page of the Application.
8. 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 ASSIGNMENT section of the Application and enter the vendor's or Installer's name and address in the CHEQUE PAYMENT INFORMATION section.
9. Detach the BLUE Customer copy of the Application, photocopy Measure Incentive Calculations and retain these for your records.

**Commercial Lighting Program – Renovations Incentive Application**  
**Terms and Conditions**

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PF2956(1)/r

10. Mail the remainder of the completed Application to your appropriate MH Energy Services Advisor or Account Representative for pre-approval.  
**Manitoba Hydro**  
**Commercial Lighting Program**  
**360 Portage Ave. (7)**  
**Winnipeg MB R3C 0G8**
11. 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.
12. Work can now begin on the lighting upgrade. The customer can now order, purchase and have their lighting equipment installed. The lighting upgrade must be completed and operational and all completion paperwork suitable to MH must be submitted to MH within 12 months of pre-approval or the application expires and no incentive will be issued.
13. After satisfactory installation of the lighting and once the lighting is operational, and if applicable, inspected by the governing authority, the Customer must complete the Completion Questionnaire and Completion Declaration certifying that all of 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 final detailed invoicing with quantities, material cost and model numbers from the supplier, to your MH Energy Services Advisor or Account Representative at the address listed above.
14. MH reserves the right to audit and evaluate newly installed Lighting 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 falsifying any information or any failure to comply with any requirements of the Program.**
15. MH will review the application, finalize the incentive amount, and if in agreement, will authorize payment of the finalize incentive amount. The Incentive will then be applied to any outstanding energy account balances or loans of the Customer, and to pay the balance, if any, to the Customer or vendor or contractor to whom the Customer has assigned the Incentive.

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



## Commercial Lighting Program Renovations Incentive Application

Application no. <b>PSL</b>
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### Customer information

Business name		Contact name	
Mailing address		City/town	Province    Postal code
Phone no.	Fax no.	Email	

### Installer information

Company name		Contact name	
Mailing address		City/town	Province    Postal code
Phone no.	Fax no.	Email	

### Project site information

Building use description			GST registration no.		
Building address (if different from Customer mailing address)			City/town	Province    Postal code	
<b>EXPECTED START</b>	yyyy   mm   dd	<b>EXPECTED COMPLETION</b>	yyyy   mm   dd	Manitoba Hydro account no.	

### Customer acknowledgment (Read cover page 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.

I understand this incentive amount is an **ESTIMATE** only and that this application must be **PRE-APPROVED** by Manitoba Hydro BEFORE ordering/purchasing lighting or starting work on the project.

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

Personal information is being collected under the authority Program Activity and *The Manitoba Hydro Act*. The purpose is to provide incentives to commercial customers for upgrading their lighting 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 Power Smart for Business at Manitoba Hydro, 360 Portage Ave., Winnipeg, MB R3C 0G8 or telephone 1-204-360-3676.

### Cheque payment information (Read cover page of this Application before signing.)

Payee name				<b>TOTAL INCENTIVE PAYABLE</b> (subject to final inspection and submission of invoices)		\$ <span style="border: 1px solid black; display: inline-block; width: 100px; height: 20px; vertical-align: middle;"></span>
Cheque mailing address		City/town	Province    Postal code			

### Voluntary assignment\*\*

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

I, the Customer, do hereby **irrevocably** direct and authorize Manitoba Hydro to pay the Incentive to the vendor or Installer 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 Customer and to pay the balance, if any, to the vendor or Installer to whom the Customer has assigned the Incentive.**

#### MANITOBA HYDRO USE ONLY

STATUS	Pre-inspection (RR)	Receipt (MP)
	Tech review 1 (CES)	Tech review 2 (CES)
Application verified by (Regional Representative)		yyyy   mm   dd
Payment authorized by (Program Coordinator)		yyyy   mm   dd
Approved by (Marketing Programs Manager)		yyyy   mm   dd
Approved by (Group Manager Financial Services)		yyyy   mm   dd

#### Disbursements

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		
<b>CH</b>					
Incentive breakdown	Cost element	Order no.	Activity code	Amount	
Net Amt	720610	230522	0220	\$	
<b>Tax code 1G</b>					