

Note: A solar photovoltaic (PV) system must be pre-approved by Manitoba Hydro prior to installation.

Agreement

Manitoba Hydro (“MH”) offers an “Incentive(s)” to an eligible building/homeowner (the “Customer”) who installs an approved solar photovoltaic (PV) system (the “Equipment”) that qualifies under the Solar Energy Program (the “Program”) on the terms and conditions set out below.

1.0 General

- 1.1 The Customer warrants that the Customer, the Building, all Equipment, and all other matters relating to this Application, fully qualify and comply with the Program terms and conditions, including the Program Eligibility Criteria.
- 1.2 The Customer warrants that all information contained in the Application is complete, current, true and correct.
- 1.3 The Customer agrees to the terms and conditions of this Agreement and shall comply with all requirements of MH at all times. If the Customer fails to comply with these terms and conditions or any requirement, 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 MH the full amount of the Incentive awarded, 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 Without limiting the generality or application of the foregoing, if the Customer ceases to be the account holder or owner of the Building, or does not operate the Equipment 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.
- 1.5 MH reserves the right to change or terminate the Program at any time but may continue to process applications submitted prior to the change or termination. Incentives are subject to change without notice.
- 1.6 For the Equipment installed under the Program, the Customer agrees that MH has the right, and further agrees to cooperate with MH, to claim the acquisition of, or retention of, all existing and future right, title, interest and benefit in and to any credit, emissions reduction, reduction right, allowance, ‘green’ tag, ticket, certificate, environmental attribute or other ‘green’ or environmental marketing attribute or proprietary or contractual right, whether tangible or intangible, or tradable or not tradable associated with, related to or derived or resulting from the generation of electricity.
- 1.7 MH decisions relating to the Customer, the Application, the Equipment, eligibility, 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 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.
- 1.9 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 Equipment, and the operation and use of the Equipment, must at all times meet the requirements set forth in the Program Eligibility Criteria, and be acceptable to all authorities having jurisdiction.
- 2.2 A customer installing a Solar PV system greater than 10 kilowatts (kW) may be required by MH to complete a customer paid feasibility study which shall be to MH’s satisfaction prior to participation in the Program or provision of payment of any Incentive.
- 2.3 The Customer agrees to operate the Equipment in the Building in compliance with the Program Eligibility Criteria for a period of at least 36 months following Equipment installation or payment of Incentive, whichever is later.
- 2.4 Immediately upon completion of installation of the Equipment, Customer agrees to complete and submit to MH, the Completion Questionnaire and Completion Declaration certifying that the Equipment has been installed and is fully operational.
- 2.5 The Customer agrees to allow periodic inspections and Equipment monitoring of the Customer’s premises and Building by MH or its representatives, during normal business hours, anytime from the date of the Application until 36 months after Equipment installation or payment of Incentive, whichever is later.
- 2.6 Equipment removed from the Building will not be resold, except for scrap purposes, nor will it be transferred or installed elsewhere without prior consent from MH.

3.0 Supporting documentation

- 3.1 At MH’s request, the Customer will supply evidence that the Equipment has been installed in accordance with this Agreement, including supporting itemized invoices and documentation which must detail the following: Installer name(s), address(es), phone and invoice numbers; purchaser name and address where installed; date of purchase; manufacturer make(s) and model number(s) and quantities; and an itemization of costs.
- 3.2 An electrical permit number and certificate of approval must be submitted, in addition to fulfillment of all Program requirements, before the Incentive will be paid.

4.0 Tax implication

- 4.1 MH will not be responsible for any tax liability imposed on the Customer as a result of any Incentive. GST Registrants: Incentive includes GST.

5.0 Liability

- 5.1 MH will have no right, title or interest in the Equipment.
- 5.2 MH, not being the designer, manufacturer, vendor, or installer of the Equipment, or a designer of buildings, makes no representation or warranty whatsoever, express or implied, as to the fitness, quality of design practices or capability of the Equipment, its design, reliability, safety, performance (and savings), fitness for the Customer’s purpose, its installation, workmanship, or use, of the Equipment, or that the Equipment 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, regardless of the basis of any such claim, including anything relating to the Equipment or breach of contract or tort, and even if any of the foregoing is caused by breach of contract (including fundamental breach), or by the negligence, gross negligence, negligent misrepresentation or other fault of either party, and even if either has been advised of the possibility of these damages.
- 5.4 The Customer is solely responsible to ensure that the Equipment is suitable, safe, and sufficient for use and the Building.
- 5.5 The Customer solely assumes all risk and responsibility for any damages, injury, or costs that may result from the installation or use of the Equipment.
- 5.6 MH does not endorse any particular consultant, manufacturer, product, system, design, contractor, or installer, in promoting this Program.
- 5.7 MH does not guarantee any energy cost savings or other benefits arising from the Customer’s installation of the Equipment.
- 5.8 The Customer accepts sole responsibility to dispose of all hazardous materials (including PCBs) that may be contained in its existing equipment or in the Equipment, in accordance with all applicable laws, regulations, and bylaws, and agrees that MH has no responsibility with respect to same.

6.0 Assignment of Incentive

- 6.1 The Customer has the option, at the Customer’s sole discretion, to assign the Incentive to the Installer of the Equipment, 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 arrears, account balances, or loans, of the Customer, and to pay the balance, if any, to the Installer to whom the Customer has assigned the Incentive. Balance of Incentive may, at MH’s sole determination, also be first applied against any outstanding arrears, account balances, or loans, of the Installer if Incentive is assigned.

Solar Energy Program

Terms and Conditions

PF2963/r

Program eligibility criteria

APPLICATIONS MUST BE PRE-APPROVED BY AN AUTHORIZED MH REPRESENTATIVE **BEFORE** EQUIPMENT PURCHASES AND **BEFORE** WORK CAN BEGIN ON THE PROJECT(S).

- The Customer must be a MH customer with an active MH energy account in good standing.
- The Customer must be the end user of Equipment (e.g. not a vendor, manufacturer, or installer).
- An Incentive is not available for projects in progress or already completed as of the date MH approves this Application, unless otherwise expressly authorized by MH in writing.
- All Equipment must meet applicable provincial, federal and municipal licenses, permits and approvals.
- All Equipment must be installed in accordance with:
 - the Canadian Electrical Code (CEC) CSA 22.2 No. 107.1 and be inspected prior to being energized;
 - CSA SPE-900-13 Solar photovoltaic rooftop installation best practices guideline (2013);
 - UL 1741 and UL 1703 Standard;
 - IEC 61215 Crystalline silicon terrestrial photovoltaic (PV) modules – Design qualifications and type approval;
 - IEC 61730 Photovoltaic (PV) module safety qualifications;
 - UL1741 Standard for Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed Energy Resources;
 - IEEE 1547 Standard for Interconnecting Distributed Resources With Electric Power Systems;
 - IEEE 1547.1 Standard for Conformance Test Procedures for Equipment Interconnecting Distributed Resources with Electric Power Systems.
- The Equipment must be pre-approved by MH for interconnection, and be interconnected to MH's distribution system, including the installation of a bi-directional meter once the system is approved by the inspection authority and MH engineer.
- An interconnection undertaken by the distributed resource owner solely for purposes of the sale of the power it produces to Manitoba Hydro is not eligible for the Program.
- Installations must comply with all Distributed Resource Interconnection Procedures (DRIP) and other requirements of MH, including without limitation, completion of the Distributed Resource Interconnection Request form and procedures for 10 kW or less, and possible completion of a customer paid study for systems over 10 kW.
- There is a minimum system size of 1 kW and a maximum system size of 200 kW to participate in the Program.
- The Equipment, and the operation and use of the Equipment, must at all times meet the requirements set forth in the Program Eligibility Criteria.
- Equipment must have a permanently affixed nameplate that shows manufacturer and model number.
- MH must be notified in writing of any changes to the building design that affects the Application otherwise the Equipment may be determined by MH to be ineligible for the Incentive.
- An incentive will not be awarded, provided, or paid, unless the Customer has received all necessary approval(s) from MH in respect of interconnection to MH's distribution system, and that the Equipment has been interconnected to MH's distribution system, all to MH's satisfaction, in its sole determination.
- The Incentive is conditional upon the Customer remaining a customer of MH, and operating the Equipment in the Building in compliance with Program requirements, for a minimum period of 36 months following Equipment installation or payment of Incentive, whichever is later. In the event that the Customer ceases to be a MH customer or ceases to use the Equipment 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 Customer agrees that such repayment amount be added to the Customer's account(s) for power with MH and be collected as such.
- Applications must be accompanied by technical data sheets showing catalogue performance data and efficiency rating certification, as well as a complete single line drawing showing inverter type and all relevant components (disconnects, panels, etc.), wire gauges, and system ratings (power, voltages, currents, etc.). Proof of equipment standards certification may be required and shall be provided to MH upon request.
- If applying for the Residential Earth Power Loan, the incentive will be applied to the loan account, reducing the amount financed and the term of the loan.

Application instructions

1. Read the AGREEMENT and the PROGRAM ELIGIBILITY CRITERIA.
 2. Determine the energy efficient product(s) for which you are eligible and interested in installing.
 3. Print the Customer, Installer, and Project Site Information on the Application.
 4. Ensure the Distributed Resource Interconnection Procedures (DRIP) are followed and the DRIP form is submitted with the Application.
 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 Installer, read and sign the Incentive ASSIGNMENT section of the Application, and enter the Installer's name and address in the CHEQUE PAYMENT INFORMATION section.
 6. Mail the Application to your MH Energy Services Advisor or Account Representative.
Manitoba Hydro
Solar Energy Program
360 Portage Ave. (7)
Winnipeg MB R3C 0G8
or email: earthpowerinfo@hydro.mb.ca
 7. MH will review the Application and inform the Customer whether the Application has been approved.
 8. After installation of the Equipment, the Customer must complete the COMPLETION QUESTIONNAIRE and COMPLETION DECLARATION certifying that the system (for which incentives have been applied for) has been installed and is fully operational. Send the COMPLETION QUESTIONNAIRE and COMPLETION DECLARATION, copies of the final invoice from supplier, and a copy of the certificate of inspection/ approval to the appropriate MH Energy Services Advisor or Account Representative at the address listed above.
 9. A MH representative may visit the site and conduct a pre and/or final inspection to confirm eligibility for the Program and/or satisfactory installation of the Equipment.
 10. MH will review the Application, ensure a bidirectional meter has been installed, and if in agreement, will authorize payment of the Incentive.
- If you have any questions or require assistance, please contact your local Manitoba Hydro Energy Services Advisor, Account Representative, or contact us at 204-360-3844 or 1-888-624-9376.**



Solar Energy Program Application and Agreement

Application no. SEP

Customer information

Name of Customer <i>(personal or business name, as applicable)</i>		Contact name <i>(if Business)</i>	
Mailing address		CITY/TOWN	PROVINCE POSTAL CODE
Manitoba Hydro account no.	Phone no.	Email	
Building use description <i>(e.g. residential, office, hospital, school)</i>		GST registration no. <i>(business customers only)</i>	
Building address <i>(if different from Customer mailing address)</i> ("Building")		CITY/TOWN	PROVINCE POSTAL CODE

Installer information

Company name		Contact name	
Mailing address		CITY/TOWN	PROVINCE POSTAL CODE
Phone no.		Email	

Customer acknowledgment *(Read the entire Agreement before signing.)*

I, the Customer, have read, understand, and accept all terms and conditions contained in this Agreement and the Program Eligibility Criteria. I agree to the terms and conditions and warrant that I fully qualify and have complied with such terms and conditions.

- I have also submitted the required Distributed Resource Interconnection Procedure form, single line drawing, and inverter specification sheet.**
- I am also applying for the Residential Earth Power Loan (loan application is a separate form available from your contractor).

Signed by (Customer)		yyyy mm dd
Print name		
Print title		
PV System DC Rating (kW)	Incentive	Total Incentive
	\$1,000 per kW	

This personal information is being collected under the authority of Program Activity and *The Manitoba Hydro Act*. The purpose is to provide incentives to residential and commercial customers for installing a solar energy system and to acquire specific related information to calculate energy and demand savings resulting from the program. 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. It 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 the entire Agreement before signing.)*

Payee name		TOTAL INCENTIVE PAYABLE <small>(subject to final inspection and submission of invoices)</small>	<div style="border: 1px solid black; padding: 5px; display: inline-block;"> \$ </div>
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 Installer named above 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 may then pay the balance, if any, to the Installer to whom the Customer has assigned the Incentive.**

MANITOBA HYDRO USE ONLY		Disbursements				Due date
Status DRIP form received <input type="checkbox"/> Yes		Cheque no.	Cheque amount			yyyy mm dd
Tech review (CES)		\$				
Receipt (MP)		Cheque delivery instruction <i>(Refer to P95 for cheque delivery code)</i>				
Payment authorized by (Program Coordinator)		Cheque delivery code		Name		
Approved by (Marketing Programs Manager)		Data entry use only		Payee code		
Approved by (Group Manager Financial Services)		CH				
		Incentive breakdown	Cost element	Order no.	Activity code	Amount
		Net Amt	720610	254987		\$
Tax code: <input type="checkbox"/> 1G <input type="checkbox"/> 10						



Solar Energy Program Solar Photovoltaic Systems Technical Specifications

Application no. SEP

Instructions: Must comply with the distributed resource interconnection procedures. Please submit a Distributed Resource Interconnection Registration form. Include type of equipment to be installed, specification sheet indicating CSA C22.3 and UL 1741 certified, and single line diagram interconnection drawings. An electrical permit is required. A bi-directional meter is installed once the system has been approved by an inspector.

Installation type <input type="checkbox"/> Ground – mount <input type="checkbox"/> Rooftop	Year of home construction
Roof pitch (<i>as inspected by the engineer and deemed to be suitable for Solar PV</i>)	

Solar photovoltaic system information

Total DC power rating of array W	Total AC power rating of inverter and PV panels W
Orientation (<i>South = 180°, East = 90°, West = 270°</i>)	Shading %
Array type <input type="checkbox"/> Fixed, specify tilt (<i>i.e. Vertical = 90°; Horizontal = 0°</i>) <input type="checkbox"/> Single axis tracking <input type="checkbox"/> Double axis tracking	Estimated AC per year (<i>using shading analysis</i>) kWh

Note: A PV installer should perform a site inspection prior to giving a quote which will determine pitch of roof and shading analysis.

Module information

Number of modules	Nominal DC power rating of modules at Standard Testing Conditions (<i>STC</i>) W
Make	
Model	
Serial no.	
Module type <input type="checkbox"/> Monocrystalline <input type="checkbox"/> Polycrystalline <input type="checkbox"/> Amorphous <input type="checkbox"/> Integrated PV <input type="checkbox"/> Other (<i>specify</i>)	

Inverter information

Number of inverters	Inverter type <input type="checkbox"/> Micro-inverter <input type="checkbox"/> String inverter
Expected maximum AC power output of inverter W	CEC weighted efficiency
Make	Model
Serial no.	