

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

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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.
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.**