

Agreement

Manitoba Hydro (“MH”) offers an “Incentive(s)” to an eligible building owner/developer (the “Customer”) who installs energy efficient products and equipment (the “Equipment”) that qualify under the Commercial Geothermal Program (the “Program”) on the terms and conditions set out below.

1.0 Warranties and agreements

- 1.1 The Customer warrants that the Application and all matters and materials relating thereto qualify and comply with the Program Eligibility Criteria.
- 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. If the Customer fails to comply with these terms and conditions or any requirement, then, upon notice from MH, the Customer shall repay MH the full amount of the Incentive awarded or as defined in the Program Eligibility Criteria. The Customer agrees that such repayment amount may be added to the Customer’s account(s) with MH and be collected as such.
- 1.4 MH reserves the right to change or terminate the Program at any time, but will continue to process applications submitted prior to the change or termination. MH Incentive amounts are subject to change without notice.
- 1.5 The Customer agrees that MH has the right, and will cooperate with MH, to claim and to own any emission reduction (greenhouse gas) credit that may result from the building relating to its design and/or construction.
- 1.6 MH decisions relating to the Customer, the Application, approval of the Feasibility Study, the building, amount of Incentives, or other related issues, will be final and binding on all parties and not subject to appeal.
- 1.7 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 must be installed and operational in MH’s service area within 24 months of the date MH has approved this Agreement and the amount of the Incentive.
- 2.2 The Customer shall operate the Equipment for a period of at least 36 months following installation.
- 2.3 The Customer shall allow periodic inspections of the Customer’s premises by MH or its representatives, during normal business hours, anytime from the date of approval of this Agreement until 36 months after Equipment installation.
- 2.4 The Customer is responsible to ensure that the installation of the Equipment is in compliance with all applicable laws, provincial and federal regulations, municipal building codes and standards. The Customer accepts responsibility to dispose of all hazardous materials (including PCBs) related to the installation of the Equipment, in accordance with all applicable governmental laws and regulations.
- 2.5 The Customer shall not change its Design Consultant or Contractor/Installer designated in this Agreement without the prior written consent of MH, which consent shall not be unreasonably withheld.
- 2.6 In consideration of the Incentive paid by MH, the Customer consents to MH promoting the Program through the use of the Customer’s name and details of the Customer’s particular Equipment installation project.

3.0 Supporting documentation

- 3.1 The Customer shall ensure that the Design Consultant provides a final copy of the Feasibility Study to MH as well as all other supporting documentation reasonably required by MH for Program purposes.
- 3.2 The Customer shall supply evidence that the Equipment has been installed in accordance with this Agreement, including all documents and items identified in the Application Instructions as well as supporting itemized invoices which must detail the following: Contractor/Installer name, address, phone and invoice numbers, date of purchase, installation address, itemization of materials, equipment, quantities, manufacturer make(s) and model number(s), and cost break-downs.

4.0 Tax implications

- 4.1 MH will not be responsible for any tax liability imposed on the Customer as a result of any Incentive payment. GST Registrants: Incentives include 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, or installer of the Equipment makes no representation or warranty whatsoever, express or implied, as to the fitness for intended purpose, quality of design practices or capability of the Equipment or its installation, workmanship, or use, and does not warrant or represent 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 any economic loss suffered by any person caused by installation or use of the Equipment or in any way arising out of this Agreement.
- 5.4 MH does not endorse any particular consultant, manufacturer, product, system, design, contractor, supplier or installer in promoting this Program. MH shall have no responsibility or liability to the Customer for any inaccurate or incomplete information in any proposals, reports or other documentation or advice provided by the Design Consultant and/or Contractor/Installer in connection with this Program.

6.0 Assignment of incentive

- 6.1 The Customer may assign the Incentive to the Design Consultant or Contractor/Installer of the Equipment, by signing the box marked ASSIGNMENT on the Completion Declaration (Form C), 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 of this Agreement or of the Incentive is permitted without MH’s written consent.
- 6.3 MH reserves the right to apply any Incentive first to any outstanding account balances or loans of the Customer with MH and to pay the balance, if any, to the Customer or to the payee irrevocably designated by the Customer on the front page of this Agreement.

Commercial Geothermal Program

Terms and Conditions

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Program eligibility criteria

- Program applicants must be a Manitoba Hydro Customer eligible for the general service electricity rate, excluding residential dwellings.
- Payment of Program Feasibility Study Assistance or a System Installation Incentive is conditional upon the Customer remaining a customer of Manitoba Hydro for a minimum period of 36 months from the date of payment of the applicable incentive. In the event that the Customer ceases to be a Manitoba Hydro customer prior to the expiry of the said 36 month period, the Customer shall forthwith repay to Manitoba Hydro a pro rata proportion of the incentive equivalent to 1/36th of the total incentive, multiplied by the number of months or partial months remaining in the 36 month period.
- The Program only applies to renovation and retrofit projects in the commercial, industrial and general service agricultural sector. New construction projects must proceed through the New Buildings Program.
- **Incentives are not available for projects in progress or already completed.**
- Only applications that offer potential to reduce Manitoba Hydro's peak electrical load and improve electrical energy efficiency on the Manitoba Hydro power system are eligible for the Program.
- **Existing buildings currently heated by natural gas are not eligible for Feasibility Study Assistance or System Installation Incentives.**
- Existing buildings currently heated by electricity but in areas served by natural gas will be eligible for the Program.
- One System Installation incentive will be allowed for each eligible project.
- Direct Expansion (DX), standing-column well, air source and internal source heat pump systems are not eligible for participation in the Program.
- Participating buildings must be heated for the entire heating season (September to May) and use the installed geothermal heat pump system as the building's primary heating source.
- Products, equipment and their applications and installations, must be new and meet or exceed energy efficient regulatory requirements in Manitoba.
- Products and equipment which have received financial assistance under any other federal, provincial or Manitoba Hydro energy conservation program must be disclosed and may not be eligible for this Program.
- Manitoba Hydro must be notified in writing of any changes to the building design that affects the original Application before the purchase and installation of any energy efficient equipment in order for the changes to be eligible for incentives.
- Payment of any incentive is limited to 100 per cent of incremental product costs as determined by Manitoba Hydro.
- Manitoba Hydro decisions relating to product or customer eligibility, energy savings potential of the proposed projects, amount of incentives, or other related issues will be final and binding on all parties.

Design requirements

- Loop Design to be completed using recognized ground loop design software: GLD, GshpCalc, GLHE-PRO or approved equivalent. Ground loop design report generated by software must be provided.
- If the building falls under Part 3 of the Manitoba Building Code, include an engineer sealed drawing of the mechanical system and loop field design. If the building falls under Part 9 of the Manitoba Building Code, include a drawing of the loop field prepared by a Commercial Ground Loop Designer that has completed a recognized commercial ground loop design course (such as IGSPHA or CGC). As-built ground loop site drawings must be provided upon completion.
- Professional designers, i.e. Architects, Structural, Mechanical and Electrical Engineers skilled in the type of work involved with the project are required on most building construction and heating system retrofit projects. Exemption from this professional designer requirement can only be granted by the local authority having jurisdiction.
- If the authority having jurisdiction has exempted your project of the professional designer requirement, a copy of documentation from the authority to prove this must be submitted along with your Commercial Geothermal Application submission.
- Part 9 buildings with water to air heat pumps must have the ducting system designed (at minimum) by a designer who has completed a recognized commercial air distribution design course (such as HRAI Small Commercial Air System Design course).
- Part 9 buildings with water to water heat pumps must have the hydronic system designed (at minimum) by a designer who has completed a recognized hydronic system design course (such as HRAI Radiant Hydronic Design course).
- Accessible thermo-wells complete with inserted thermometers with minimum -15 C to 40 C range and 1 C accuracy must be installed on the main return and supply loop(s) to allow for long term temperature monitoring of the ground loop.
- Visual flow type meter(s) must be installed on the ground loop system that can be used to establish the heat transfer fluid flow rate through the ground loop.

Installer requirements

- Geothermal heat pump system installations must be done by an contractor/installer in good standing and recognized by the Manitoba Geothermal Energy Alliance (MGEA).
- Installing contractor must employ a licensed refrigeration mechanic (licensed by the Province of Manitoba).

Building code compliance

- All building alteration projects that are required by the authority having jurisdiction to comply with the current Manitoba Building Code shall be designed and constructed to do so.

IN ORDER TO QUALIFY FOR THE SYSTEM INSTALLATION INCENTIVE, THIS ENTIRE APPLICATION MUST BE APPROVED IN WRITING BY AN AUTHORIZED MANITOBA HYDRO COMMERCIAL GEOTHERMAL PROGRAM REPRESENTATIVE BEFORE ANY PORTION OF THE SYSTEM IS PURCHASED OR INSTALLED.