



**Power Smart* for New Homes
Performance Path Application and Agreement**

Application no.

Builder information

Full legal name (<i>the "Builder"</i>)			
Name of contact person			
Address	City/town	Province	Postal code
Phone no.	Email		
Address of energy efficient home			
City/town			
Province			
Postal code			
ESTIMATED DATE OF COMPLETION	yyyy	mm	dd
Energy consultant name and contact information (<i>phone, email</i>)			

Building description

Heating source <input type="checkbox"/> Natural gas furnace <input type="checkbox"/> Electric furnace <input type="checkbox"/> Geothermal heat pump <input type="checkbox"/> Other (<i>specify</i>)		Size of residence sq. ft.
Type of residence (<i>check all that apply</i>) <input type="checkbox"/> Bungalow <input type="checkbox"/> Two storey <input type="checkbox"/> Cabover <input type="checkbox"/> Walk-out basement <input type="checkbox"/> Multi-unit building <input type="checkbox"/> Other (<i>specify</i>)		
Estimated performance level (<i>% better than reference house</i>)		%

Required documentation

Submit all applicable documents to newhomesprogram@hydro.mb.ca. Documents should be submitted before the start of construction.

Performance Path (designed with energy model)

- Final drawings in PDF format, including mechanical and electrical drawings.
 Application.
 The HOT2000 (.HSE) file for the home.

This file must be completed by an experienced modeler in compliance with NRCan's EnerGuide for New Houses technical procedures.

Builder acknowledgment

I, the Builder, agree as follows:

- I represent and warrant that all energy efficiency measures required under the Path I am applying under will be installed and/or used in the Home prior to completion of construction and that all building products, equipment, materials and building processes related to such measures fully qualify and comply with the Program requirements set out in the Terms and Conditions.
- I agree that the information contained in my EnerGuide for New Houses Energy Evaluation report and the data collected to prepare the report may be provided to Natural Resources Canada.
- I, the Builder, have read, understood and accept all of the terms and conditions above and on the reverse and agree to at all times comply with the Program requirements.**

Builder's name	Signed by (Builder)	yyyy	mm	dd
<small>Personal information is being collected under the authority of Program Activity and <i>The Manitoba Hydro Act</i>. The purpose is to provide incentive to customers for building an energy efficient home, update customer account information and acquire specific information to calculate energy savings resulting from the program. Other uses and disclosures may be to participating builders, 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 <i>The Freedom of Information and Protection of Privacy Act</i>. If you have any questions about the collection, contact the Program Coordinator at 360 Portage Ave., Winnipeg, MB R3C 0G8 or telephone 1-204-360-4106.</small>				

MANITOBA HYDRO USE ONLY

Plans received <input type="checkbox"/> Yes <input type="checkbox"/> No	Pre-approved by	yyyy	mm	dd
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Power Smart* for New Homes

Terms and Conditions of Performance Path Application and Agreement

1. This Application must be accurately completed and signed by the Builder. The Builder must also provide to Manitoba Hydro (“MH”) any other information and material(s) that MH may require at any time.
2. The Builder warrants and represents that to the best of the Builder’s knowledge, all information provided to MH is current, accurate, and complete. The Builder will notify MH in writing if any information provided to MH changes at any time after submission of this Application.
3. This Application will be assessed for the purpose of determining eligibility to participate in the Power Smart* for New Homes Program (“Program”) to receive an incentive (“Incentive”). The Builder will be notified of MH’s determination, which shall be final and binding, in writing. Upon acceptance into the Program, the Builder and MH agree that these Terms and Conditions shall become the Agreement between MH and the Builder.
4. In order to be eligible to participate in the Program, the Home must:
 - a) be in the Province of Manitoba;
 - b) be new residential construction;
 - c) be a single family dwelling or other residential-type building, built in accordance with Part 9 of the *Manitoba Building Code* or other locally enforced building code.
 - d) use natural gas equipment for heating if built in a location serviced with natural gas, unless it achieves a rating of 30% better than the reference house.
5. The final, engineer-stamped plans (“Plans”) for the Home must be submitted with this Application for evaluation. In the event that the Plans are modified after acceptance into the Program, the Builder shall immediately provide the revised plans to MH for review. MH will review the revised plans to confirm that they are still in compliance with the Program requirements and will notify the Builder of its decision.
7. If approved to participate under the Performance Path, the Builder shall install all measures as indicated in the Plans submitted to MH for review and approval.
8. Upon satisfactory inspection of the Home by MH or its authorized agent and the final EnerGuide rating assigned to the Home by Natural Resources Canada, an Incentive will be provided to the Builder in accordance with the amounts set out in the following table:

Energy performance ¹	Base incentive	Energy modeling rebate ²	Total available incentive
20% better than	\$1,200.00	\$300.00	\$1,500.00
25% better than	\$1,300.00	\$300.00	\$1,600.00
30% better than	\$1,450.00	\$300.00	\$1,750.00
35% better than	\$1,600.00	\$500.00	\$2,100.00
40% better than	\$1,750.00	\$500.00	\$2,250.00
45% better than	\$2,250.00	\$500.00	\$2,750.00
50% better than	\$2,750.00	\$500.00	\$3,250.00
55% better than	\$3,250.00	\$500.00	\$3,750.00
60% better than	\$3,750.00	\$750.00	\$4,500.00
65% better than	\$4,500.00	\$750.00	\$5,250.00
70% better than	\$5,250.00	\$750.00	\$6,000.00
75% better than	\$6,000.00	\$750.00	\$6,750.00
80% better than	\$6,750.00	\$750.00	\$7,500.00
85% better than	\$7,750.00	\$750.00	\$8,500.00
90% better than	\$8,750.00	\$750.00	\$9,500.00
95% better than	\$10,000.00	\$750.00	\$10,750.00
100% better than	\$11,250.00	\$750.00	\$12,000.00

¹ Relative to the EnerGuide reference (code) house for the jurisdiction.

² Energy modeling rebate not to exceed 100% of actual project modeling costs.

9. If approved to participate under the Performance Path, the Builder will be eligible to receive an Energy Modeling Rebate as set out in the table in Section 8 above provided the Builder shall submit a copy of the energy modeling invoice to MH.
10. Prior to payment of an Incentive, MH may require and the Builder shall supply, evidence that the building products, equipment, materials and building processes installed and/or used in the construction of the Home are in accordance with this Agreement and Program requirements. Evidence may include, but is not limited to, supported itemized invoices, receipts or other documentation which detail contractor/vendor name, address, phone and invoice numbers; purchaser name address where installed; date of purchase; manufacturer make(s), model number(s), and quantities purchased.
11. The Builder agrees that MH and/or its authorized agents shall have the right to inspect the Home during construction and to conduct an evaluation of the Home upon completion of construction.
12. Only one Incentive is permitted per Home.
13. MH reserves the right to set and limit the number of Incentives that may be granted to any one Builder in its sole and unfettered discretion.
14. Building products, equipment, materials and building processes installed and/or utilized pursuant to the Program shall be new, and certified by a recognized accredited independent organization. All insulation material(s) must have a verifiable R value as determined by the Canadian Construction Materials Centre (“CCMC”).
15. Products, equipment, and their applications must meet or exceed energy efficient regulatory requirements in Manitoba.
16. All requirements of MH must be met to MH’s satisfaction at all times, including without limitation, all terms and conditions in this Agreement.
17. MH’s decisions relating to the Program, eligibility, inspection, and payment of any Incentive will be final and binding.
18. The Builder agrees that MH has the right to claim any emission reduction (greenhouse gas) credits that may result from measures installed pursuant to this Program, including but not limited to the installation of any energy efficiency products or equipment.
19. The Builder agrees not to advertise, promote, market or otherwise publicize the Program without the express prior written permission of

MH.

20. The Builder shall not commercially use or offer any intellectual property owned, licensed or controlled by Hydro. Without restricting the generality or application of the foregoing, the Builder shall in no event reproduce, use, modify, or otherwise reference or display, any trademark or copyright owned, licensed or controlled by Hydro (including, but not limited to the MH logo or the POWER SMART mark) in any manner unless expressly pre-authorized in writing by Hydro.
21. The Builder acknowledges that any failure to comply with the provisions of Section 20 above, shall cause irreparable harm to Hydro which cannot be adequately compensated for in damages, and accordingly acknowledges that Hydro shall be entitled, in addition to any other remedies available to it, interlocutory and permanent injunctive relief to restrain any anticipated, present, or continuing breach of this Agreement.
22. The Builder must at all times comply with all applicable laws, regulations, by-laws, codes, restrictions, inspections, evaluations, or audits in relation to the Incentive and any and all work or material(s). Without limitation, the Builder must obtain all required building, electrical or natural gas permits, as required, and must ensure compliance with the *Manitoba Building Code*, the *Manitoba Fire Code*, and all other applicable laws, and any other requirements of inspection authorities.
23. The Builder understands and agrees that: (a) MH is not party to any contract(s) between the Builder and any third party; (b) MH will not act as a mediator or otherwise if disputes arise between the Builder and any third party; and (c) the only dealing that MH has with the Builder is payment of an Incentive under this Program upon satisfactory completion of the Program requirements; and (d) MH will not have any liability to the Builder or any third party with respect to any energy efficiency measure or otherwise.
24. Approval of this Application or payment of an Incentive does not represent the approval or endorsement of the Builder by MH. MH is not party to any agreement between the Builder and any third party and shall not act as a mediator if disputes arise between the Builder and a third party.
25. Approval of an Incentive pursuant to this Program does not constitute MH electrical or gas inspection approval.
26. Without restricting any other rights or remedies available in contract, law, equity or otherwise that MH may have, MH may, in its sole discretion, disqualify a Builder and terminate this Agreement immediately, at any time by written notice to the Builder, if: (a) the Builder fails to perform or comply with, or breaches, any criterion or requirement of the Program, or if any other requirement of MH is not complied with to MH’s satisfaction; (b) MH becomes aware that any of the information provided in the Application by the Builder is incorrect or inaccurate; (c) the Builder becomes or has initiated action to become bankrupt or insolvent before an Incentive is paid by MH; or (d) the Builder is negligent. In any such event, any Incentive shall be cancelled immediately. If any Incentive is already paid to the Builder, the Builder must immediately return the Incentive to MH.
27. The Builder understands and agrees that: (a) MH makes no representation or warranty, express or implied, written or oral, as to any energy efficiency measure; and (b) MH has no liability of any kind concerning: (i) the quality or workmanship of any energy efficiency measure, (ii) energy savings resulting from any energy efficiency measure, or their operation, performance, or fitness, for the Home; and (iii) the condition or safety of the Home before or after the work, or otherwise in connection with any energy efficiency measure.
28. MH, its officers, employees, and/or agents, shall not be liable for any personal injury (including death), property loss or damage suffered by the Builder, their employees, agents, sub-contractors, or any person claiming through any of same, arising out of the Program.
29. The Builder shall indemnify and save harmless MH, its officers, employees, and/or agents, from and against any and all manners of action, causes of action, losses, costs, damages, expenses, suits claims, liabilities, debts, and demands which MH, its officers, employees, and/or agents, by any third party, arising out of the negligence or willful misconduct of the Builder and/or their respective officers, employees, sub-contractors, agents or family members or in any way arising out of, or related to this Agreement or the Program.
30. Any inspection by MH shall only consist of an inspection to ensure the Home complies with the Program and meets the requirements as outlined in these Terms and Conditions and other Program documentation. MH makes no representation or warranty as to the utility or accuracy of the inspection for any other purpose whatsoever nor shall the Builder rely upon the inspection for any other purpose whatsoever. The Builder shall not use or make any representation or warranty regarding such inspection to any third party.
31. The Builder shall not assign this Agreement without the prior written consent of MH. MH may assign this Agreement without the consent of the Builder and upon such assignment, MH will be released from any further obligations arising under this Agreement.
32. The Builder agrees that the terms and conditions stated in this Agreement shall survive any termination or expiry of the Program or this Agreement, or withdrawal of the Builder from the Program.
33. MH reserves the right to change or terminate the Program at any time without notice. An Application submitted prior to a change or termination will be administered pursuant to the Program as it existed effective the date of the Application. No waiver of any term or condition, or of a breach thereof, shall be effective unless it is in writing and signed by MH waiving same. No waiver of a breach of any term or condition, whether express or implied, shall constitute a waiver of a subsequent breach thereof.
34. This Agreement shall be governed by, enforced and interpreted in accordance with the laws of Manitoba.