



Nevada Power®

ENERGY PLUS

New Homes Program

2008 Energy Plus
New Homes Program

Application



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OVERVIEW

Nevada Power Company, through its 2008 Energy Plus New Homes Program (EPNHP or the “Program”), will award a limited number of financial incentives to builders who construct single family homes (SFH) that exceed Nevada’s energy efficiency standards for new construction. All homebuilders of any annual production volume are encouraged to apply. In addition to financial incentives, homebuilders accepted into the Program may take advantage of training opportunities, technical support, and marketing resources that will help make the most of your decision to build more energy efficient homes.

PROGRAM REQUIREMENTS

Incentives will be awarded on a FIRST COME, FIRST SERVED basis. Incentives will be paid out upon certification until funds are depleted. Homes participating in the program are subject to the following: completed and paid out upon certification until the incentive dollars are depleted. Incentives will be based upon the Performance method for calculating residential energy efficiency.

- Construct 30% more efficient than the state building code (see IECC 2006)
- Meet a 70 score on the Department of Energy EnergySmart Home Scale™¹
- Gas savings can be used to achieve the first 15 points of energy savings (to a 85 score on the scale)
- Only Electric savings can be used to achieve the final 15 points of energy savings (To a 70 score on the scale or less)
- Renewable Energy Generation: Though renewable resources have a positive impact on the HERS score, energy generated is not considered an energy efficiency measure and should be excluded from the energy modeling information provided for participation in this program.
- May use traditional energy efficient building techniques and products
- May use the EPNHP label and logo in their marketing
- Benefit from advertising, marketing, and educational support for the program

FINANCIAL INCENTIVES

Builders will be paid a financial incentive of \$0.32 per estimated annual kWh savings per SFH participating in the Program. To determine the total incentive available for the homes you build, multiply the number of homes to be built by the estimated annual kWh savings and then by \$0.32. Projected total incentive participation by each builder is to be estimated in the Application.

HOW TO APPLY

To apply, please complete the following 4 steps:

1. Contact a Nevada Power Company (NPC) representative. Log onto NPC’s website, or email NPC at energyplus@nevpc.com;
2. Read the EPNHP handbook. Download the most current version of the handbook at NPC’s website and read the instructions for participating in the Program, including the Requirements and Terms & Conditions sections;
3. Complete the EPNHP Application. Download the Application from NPC’s website and complete;
4. Sign the Application and email to energyplus@nevpc.com, or submit the original to:

Nevada Power Company
Attention: Energy Plus New Home Program
6226 West Sahara Avenue MS #29
P.O. Box 98910
Las Vegas, Nevada 89151-0001

¹ Equivalent to the RESNET HERS scale

APPLICANT INFORMATION

| | | | | | |
|--|--|---|---------------------|------------------|--|
| Federal Tax ID or Social Security Number | | Tax Status (select one) <input type="checkbox"/> Corporation <input type="checkbox"/> Unincorporated <input type="checkbox"/> Exempt | | Application Date | |
| Applicant Name (Owner/Builder/Developer) | | | Applicant Contact | | |
| Mailing Address (Include CITY, STATE, ZIP) | | | | | |
| E-mail Address | | Contact Phone Number | | Fax Number | |
| HERS Rater Company | | | HERS Provider | | |
| Contact | | Rater E-mail Address | | Rater Fax Number | |
| Energy Consultant Company | | | Plan Review Contact | | |
| E-mail Address | | Phone Number | | Fax Number | |

PROJECT INFORMATION

| | | | | | |
|---|--|----------------|----------------|--|---|
| Project Name | | Community Name | | Project Type (select one) <input type="checkbox"/> Production Home <input type="checkbox"/> Custom Home | |
| Project Address/Location (Include CITY, STATE, ZIP) | | | | | |
| Permitting Agency (County/City) | | Date Permitted | Number of Lots | Total Number of Qualifying Plan Types | |
| Project Contact | | Contact Number | | Energy Star Compliant <input type="checkbox"/> Yes <input type="checkbox"/> No | Federal Tax Credit Home <input type="checkbox"/> Yes <input type="checkbox"/> No |

PROJECT INCENTIVE PROJECTION

| Name of Qualifying Plan | Sq. Ft. of Plan | Building Orientation | Estimated kWh Annual Savings | Incentive per kWh saved | Number of lots to be built | Total Project Incentive |
|-------------------------|-----------------|----------------------|------------------------------|-------------------------|----------------------------|-------------------------|
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3 For additional Qualifying Plans, please download qualifying plan set information form from website and include with this application

TERMS AND CONDITIONS

NPC'S OBLIGATIONS:

1. Provide an incentive for eligible homes that qualify for the Program. Once the Application has been accepted (as evidenced by a Letter of Acceptance from NPC), and the home has been constructed, with an approved HERS inspection statement and a signed building final, incentive funds will be paid on a first come, first served basis until December 12, 2008 or until funds for the Program have been depleted, but only if the builder meets all of the requirements specified in the Application. All homes must be completed and certified by December 12, 2008, which may be extended at NPC's sole discretion. Incentive payments will only be paid on lots that meet the Program requirements. Incentive payments will be paid to builder applicants only.
2. Provide general program advertising that highlights the benefits of the 2008 EPNHP to homebuyers. NPC does not guarantee any particular level, type, or frequency of advertising.
3. Provide marketing materials to builders describing the features and benefits of the 2008 EPNHP.

APPLICANT'S OBLIGATIONS:

1. Compliance with the terms specified in the 2008 EPNHP Single Family Home Application.
2. The building must have a signed building final issued after August 1, 2008 and prior to December 12, 2008. NPC must be able to verify pre-drywall energy efficiency measures.
3. Notify NPC in writing prior to construction of any change that will affect the number of lots, energy usage, performance of the lots, or overall EnergySmart™ score. Builder must make this notification of change at least 90 days before requesting incentive payment for the affected lots.
4. Permit and ensure NPC representatives access to each home prior to occupancy to verify installation of measures.
5. To refer to a home as an Energy Plus home only if that home qualifies for the Energy Plus Program and has been approved in your Application. References include advertising copy, other promotional material, or verbal representation.
6. Comply with all of the verification and documentation requirements. This includes utilizing a certified HERS Rater to perform the home energy ratings, diagnostic testing, and verification.
7. Provide all requisite documentation (plans, compliance files, tract map, release sheets, and plan summary form) for approval, within 30 days of Application submission.
8. Submit incentive payment requests within 30 days of the completion of the home and certification by NPC.

ADDITIONAL TERMS:

1. If this Agreement is terminated for any reason, NPC shall not be liable to the builder for damages or compensation of any kind.
2. NPC reserves the right to determine eligibility for the life of this Agreement.
3. NPC makes no representation or warranty, and assumes no liability with respect to quality, safety, performance, or other aspect of any design, system or appliance installed pursuant to this agreement, and expressly disclaims any representation, warranty, or liability.
4. This agreement, and incentive payments for the program remain in effect until the earlier of (a) funds for the program are depleted, or (b) December 12, 2008, by which time all homes must be completed and certified, which may be extended at NPC's sole discretion.
5. Both funding and the conditions of the Program are at the sole discretion of NPC, and is subject to changes or modifications that NPC may, from time to time, direct. If there are changes in the Program, NPC will endeavor but cannot guarantee to provide a reasonable period of time before changes go into effect. As a result, the builder should complete construction and request the incentive described in this Application as quickly as possible.
6. If the Program is modified in any way or terminated by order of any government or regulatory entity, this Agreement will be modified consistent with that order.
7. If NPC withdraws its approval of the EPNHP program, NPC may terminate this Agreement upon 30 days prior written notice, provided that NPC will be required to pay incentives with respect to complete lots verified and approved for payment before such notice.
8. All Applications are subject to NPC's verification of eligibility and compliance with supplemental program descriptions and requirements to builder. NPC retains final authority to calculate incentive payments under this Agreement.
9. NPC may assign this Agreement, in whole or in part, or its rights and obligations hereunder, directly or indirectly, by operation of law or otherwise, without the builder's prior written consent. The builder may not assign this Application, in whole or in part, or its rights and obligations hereunder, directly or indirectly, by operation of law or otherwise without the prior written consent of NPC.

10. The Application must be accurate. Any inaccuracies may lead to costly and time consuming reprocessing for both the Applicant and NPC. If the first submittal of an incentive Application is rejected, it can be revised and resubmitted no more than 2 times for a particular project. Re-submittals are due within 30 days of the date of the rejection notice. NPC will process the re-submittal once without additional cost. However, a \$100 reprocessing fee, representing a portion of NPC's costs, will be passed through to the Applicant and deducted from the total incentive payment for each plan or model if a second re-submittal is processed.
11. Incentive payments require inspections and measurement of the performance of the measures (Quality Assurance). Applicant will provide NPC or its representatives access to the Project Site for these purposes.
12. Applicant understands that any intentional misrepresentation of data reported by the applicant's energy consultant or HERS rater will result in the applicant being disqualified from the program unless and until NPC in its sole discretion determines that the misrepresentation was not intentional or when NPC is satisfied that the problem has otherwise been resolved .
13. Applicant agrees to release NPC, its affiliates, subsidiaries, parent company, officers, managers, directors, agents, and employees from all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise), which arise from or are in any way connected with any:
(1) injury to or death of persons, including but not limited to employees of NPC, customer, or any third party; (2) injury to property or other interests of NPC, Applicant or any third party; (3) violation of local, state, or federal common law, statute, or regulation, including but not limited to environmental laws or regulations; (4) energy savings shortfall, so long as such injury, violation, or shortfall (as set forth in (1) – (4) above) arises from or is in any way connected with the Project, including any third party's performance of or failure to perform the Project, however caused, regardless of any strict liability or negligence of NPC, its officers, managers, or employees.
14. Funding approved for this Incentive is limited and will be paid on a first come, first served basis to qualified Applicants. This incentive offer is subject to the availability of authorized funds.
15. NPC reserves the right to post-inspect all projects to verify compliance with the Program rules and verify the accuracy of project documentation. This may include information regarding detailed lighting descriptions, metering, data collection, and utility bill analysis. Recipients of payments must allow access to records and installation sites for a period of 3 years after receipt of incentive payment. Project may be chosen for measurement and verification purposes. If so, customer will be contacted by an NPC representative. Measurement and verification may include obtaining logged data on individual project components.
16. To be eligible for EPNHP incentives, Applicant will not apply for or receive incentives offered by local or state entities or other utilities for measures covered under this Agreement without approval from the EPNHP Program Manager.
17. Homes covered under this Application must fully meet program requirements and a written request for incentive payment must be submitted to NPC within 30 days from the certifying date of the home. Under all circumstances, homes must be completed and certified prior to December 12, 2008.
18. Tax Liability: NPC will report incentives greater than \$600 as income to Applicant of Record on IRS form 1099 unless: (a) you have marked the "Corporation" or "Exempt" tax status box. You are urged to consult a tax adviser concerning the taxability of incentives. NPC is not responsible for any taxes that may be imposed due to incentive payments.

I, THE UNDERSIGNED, AGREE THAT:

1. The information that I have supplied on this form is true, correct and complete.
2. I meet the EPNHP eligibility requirements as set forth in the EPNHP Participant Handbook.
3. I have read, understand and agree to abide by the program rules, requirements and terms set forth in the EPNHP Terms & Conditions.
4. The home may be eligible to receive an incentive from other publicly funded source. The Federal Tax Credit is encouraged. The home may be eligible to participate in additional Nevada Power incentive programs. Each Application will be reviewed; eligibility will be determined by NPC Program Manager.

APPLICANT NAME (PLEASE PRINT)

TITLE

SIGNATURE

DATE

FOR NPC USE

DATE APPLICATION RECEIVED

NPC REPRESENTATIVE

AUTHORIZED SIGNATURE

DATE APPLICATION APPROVED

TITLE

PLAN CHECK APPROVAL