



Delivering water and power®

# ENERGY STAR® HOMES PROGRAM

## FY24 BUILDER APPLICATION

### PROGRAM OVERVIEW

The SRP ENERGY STAR® Homes Program supports the residential new construction industry by promoting energy-efficient homes within the SRP service territory. To achieve this, the Program offers financial incentives to Builders, as well as technical training and sales/marketing support.

SRP has partnered with ICF to administer the Program, including, but not limited to, the Online Program Portal, processing of Builder incentives, issuing incentive checks, quality assurance (QA) verification and training.

Builder is eligible for a performance incentive for each new home that meets the Eligibility Requirements. The value of the performance incentive will be determined by the eligible home's total estimated annual kWh savings as compared to a code-built home. The current incentives can be found on the SRP ENERGY STAR Homes website.

The Program will also offer the Builder the optional incentives listed below. In order to receive any of the optional incentives, the home must be eligible for the base performance incentive.

1. For each home equipped with an EV Ready Space within a designated EV Ready Community (See Eligibility Requirements section for details).
2. For each home equipped with an ENERGY STAR Certified Heat Pump Water Heater (HPWH) within a community where HPWH is a standard, included feature for every home in that community (See Eligibility Requirements section for details).
3. For each home equipped with an ENERGY STAR Certified High Performance Air Source Heat Pump (ASHP) within a community where this equipment is a standard, included feature for every home in that community (See Eligibility Requirements section for details).
4. For each home meeting ENERGY STAR NextGen certification within a community where NextGen certification is standard for every home in that community (See Eligibility Requirements section for details).

The Program's Fiscal Year (FY) is from May 1, 2023 through April 30, 2024. SRP will pay incentives for eligible new homes on a first-come, first-served basis until all incentive funding has been depleted for the fiscal year.

### ELIGIBILITY REQUIREMENTS

- Homes must be in SRP's electric service territory and separately metered.
- The builder must be an [EPA ENERGY STAR Homes Partner](#).
- Communities must have a minimum of 10 lots. This requirement will be waived if Builder includes an "EV Ready Option" (see page 3).
- Homes must be certified under the EPA's ENERGY STAR Homes single-family guidelines (excludes modular homes, which are not eligible for this program).
- Homes must achieve and demonstrate ENERGY STAR qualified status, utilizing the Performance Path of ENERGY STAR Version 3.1 Program Guidelines.



Delivering water and power®

- Installed heating and air conditioning equipment shall be controlled by an ENERGY STAR-certified smart thermostat. A list of certified products can be found on the EPA ENERGY STAR Certified Homes website. Selected thermostat must be capable of receiving Demand Response (DR) communications via Wi-Fi, or alternatively with DR services provided by Energy Hub.
- Installed mechanical ventilation systems shall comply with ASHRAE 62.2-2010 per ENERGY STAR Version 3 guidelines.
  - EXCEPTION: Exhaust-only ventilation strategies, utilizing whole-home or local exhaust fan(s), shall incorporate a minimum of one dedicated fresh air inlet.
    - Air inlet shall be dampered and sized to match the calculated CFM exhaust flow.
    - Air inlet shall be filtered per ASHRAE 62.2-2010, section 6.7.
    - Air inlet shall be located per ASHRAE 62.2-2010, section 6.8.
- Installed water fixtures shall meet the following standards:
  - Toilets must have an EPA WaterSense label or an average flush rate of 1.28 GPF or less.
  - Showerheads must have an EPA WaterSense label or flow rate of 2.00 GPM or less.
    - EXCEPTION: One (1) standard flow showerhead may be installed within each home.
  - Bathroom faucets must have an EPA WaterSense label or flow rate of 1.5 GPM or less.
    - EXCEPTION: Aerators with flow rates of 1.5 GPM or less may be installed on standard-flow bathroom faucets.
- Installed lighting in permanent fixtures must attain a minimum of 95% LED-type lamps/bulbs based on fixture count, exclusive of lamps/bulbs in builder-installed appliances (i.e., refrigerator, range/oven, microwave).
- All standard appliances delivered and installed by Builder must be ENERGY STAR Certified. This includes dishwasher, refrigerator, clothes washer, and clothes dryer. A list of certified products can be found on the EPA ENERGY STAR Certified Appliances website. Exceptions to this requirement include custom or upgraded appliances ordered by the homebuyer and installed by Builder.
- EV Ready Home incentive (OPTIONAL)
  - To be eligible for the optional EV Ready Home incentive, each home shall include a minimum of one EV Ready Space. The home shall also be located within a Builder-designated EV Ready Community.
  - An EV Ready Space is a designated parking space within the home's garage, serviced by a prewired electrical outlet for the future installation of a Level 2 electric vehicle charging equipment. The EV Ready Space shall consist of:
    - A dedicated 40 or 50-ampere, 208/240-volt dedicated branch circuit, and labeled "EV Ready" in the service panel or subpanel directory.
    - A NEMA 14-50 outlet located near the designated EV Ready Space and labeled "EV Ready" on or near the outlet faceplate.
  - An EV Ready Community is a collection of homes designated by the Builder to include the necessary pre-wiring to enable the future installation of Level 2 electric vehicle charging equipment. Builders electing to apply for the EV Ready Home incentive must do so on a community-by-community basis as outlined below.
    - For in-progress communities, Builder shall provide the Program Manager with the information necessary to demonstrate the EV Ready Home requirements have been established as a standard feature for all remaining homes in the community. The



Delivering water and power®

Program Portal will be updated to allow Builder's designated Rater to submit homes in that community for the optional EV Ready Home incentive.

- For new communities, Builder shall select the EV Ready Community option when enrolling the community on the Program portal. If Builder selects the EV Ready Community option, Builder shall provide the Program Manager with the information necessary to demonstrate the EV Ready Home requirements have been established as a standard feature for all homes in the community. The EV Ready Home incentive will apply to all homes submitted in that community.
  - If Builder changes the designation of an EV Ready Community to non-EV ready community, Builder shall provide written notice to the Program Manager to cancel the EV Ready Community designation. The Builder will NOT be allowed to change the designation of that community back to EV Ready and will NOT be eligible to receive the EV Ready Home incentive for any remaining homes in that community.
  - For each EV Ready Community, Builder shall highlight and promote EV Ready features and benefits in marketing collateral presented to potential home buyers.
- Heat Pump Water Heater (HPWH) Incentive (Optional)
    - To be eligible for the optional HPWH incentive, a home shall utilize one or more HPWH for domestic water heating. The home shall also be located within a community that Builder has designated HPWH as a standard, included feature.
    - The optional HPWH bonus incentive will be paid on a per-home basis, regardless of the number of units installed in the home.
    - For purposes of eligibility for the incentive, a HPWH must have the following minimum specifications:
      - Min tank size 50 gallons
      - ENERGY STAR Certified
      - Meet "Connected" criteria
  - High Performance Air Source Heat Pump (HP-ASHP) Incentive (Optional)
    - To be eligible for the optional HP-ASHP incentive, a home shall utilize one or more HP-ASHP for interior space heating and cooling. The home must be located within a community that Builder has designated HP-ASHP as a standard, included feature.
    - The optional HP-ASHP bonus incentive will be paid on a per home basis, regardless of the number of units installed in the home.
    - For purposes of eligibility for the incentive, a HP-ASHP must have the following minimum specifications:
      - SEER 16 (SEER2 15.4) or higher
      - Multi-speed (multi-stage) compressor motor
      - ENERGY STAR Certified
      - Meet "Connected" criteria
  - ENERGY STAR NextGen Certification Incentive (Optional)
    - To be eligible for the optional ENERGY STAR NextGen incentive, a home must meet the certification requirements found in the NextGen National Rater Field Checklist. [Link](#)



Delivering water and power®

to the checklist and other information can be found here: [ENERGY STAR NextGen™ Certified Homes](#).

- When enrolling new communities, Builder shall select the NextGen Certified Community option when enrolling the community on the Program portal. If Builder selects the NextGen Certified community option, Builder shall provide the Program Manager with the information necessary to demonstrate the NextGen Certified Home requirements have been established as a standard feature for all homes in the community. The NextGen Certified Home incentive will apply to all homes submitted in that community.
- If Builder changes the designation of a NextGen Certified community to non-NextGen Certified, Builder shall provide written notice to the Program Manager to cancel the NextGen Certified community designation. The Builder will NOT be allowed to change the designation of that community back to NextGen Certified and will NOT be eligible to receive the NextGen Certified home incentive for any remaining homes in that community.
- For each NextGen Certified community, Builder shall highlight and promote NextGen features and benefits in marketing collateral presented to potential home buyers. SRP may provide branded material to Builder for this purpose.

## COMMUNITY ENROLLMENT AND COMMUNITY DATA MANAGEMENT

Builder is responsible for enrolling active communities in the SRP service territory through the Builder Portal. Rebates will only be paid on homes in enrolled communities. The enrollment process is required only once at the beginning of the community's sales activity and will remain active from one program year to the next until Builder has closed the community.

The form to be completed for each community requires that the builder enter the community name, number of homesites, EV-Ready status (Yes/No), model home opening date and address, bath fixtures brand and model, and thermostat brand and model. To support the new bonus incentives noted in section above, the form will be updated to include Yes/No indicators for Heat Pump Water Heater, High-Performance Air Source Heat Pump, and ENERGY STAR NextGen Certification.

Builder will submit a complete list of addresses for the community. If this information is not available at the time of enrollment it must be provided prior to payment for any home in that community.

Quarterly, Builder will be required to submit a list of homes started and homes completed for each community. Lists can be submitted to the Program Manager via email as Excel spreadsheets. This requirement is waived for Builders who anticipate starting less than 25 homes in a calendar quarter (100 homes per program year).

## SUBMISSION REQUIREMENTS

The Builder's designated Rater(s) shall upload home information and documentation to the Program portal for each home submittal:



Delivering water and power®

- An Ekotrope submission ID or REM/Rate file shall be submitted for each home. The Program will use Ekotrope software to determine the kWh savings and the associated performance rebate.
- Complete submission with Final Inspection Date must be entered into the portal (through Ekotrope) for every home within 90 days of its Final Inspection Date. Failure to meet entry date requirements may result in disqualification. The Final Inspection Date (Rating Date) will be used to determine the program year that the home falls into.
- Supporting ENERGY STAR checklists (upon request only).
- A PDF of home plans (upon request only).
- Rater is responsible for providing accurate information to support the bonus rebates offered by SRP. This includes the correct indicators in Ekotrope for “EV-Ready,” “Heat Pump Water Heater” and “SEER 16”, “Multi-Stage” Air Source Heat Pump.
- Homes must be submitted within the program year indicated by their Final Inspection Date. A grace period of 90 days will exist, meaning that all homes for a program year must be submitted by July 31 of the following program year. No exceptions will be granted. Homes for a past program year submitted after July 31 of the following program year will not be eligible for incentive payment.

### TRAINING AND MARKETING

- SRP shall provide Builders with technical training and sales/marketing support. These trainings will be offered in a combination of online and in-person settings.
- Builders are encouraged to make the information regarding the SRP ENERGY STAR Homes Program available to their customers by displaying marketing materials in prominent locations on their website, in their marketing materials, as well as in their sales offices and model homes.
- The SRP ENERGY STAR Homes Program name and logo may be used to refer to a home or community enrolled in the Program.
- Builder shall ensure use of the SRP ENERGY STAR Homes Program logo is in accordance with the SRP logo Standards.
- SRP may provide Builder with SRP ENERGY STAR Homes point-of-sale materials for use at sales offices of SRP ENERGY STAR Homes Communities.
- Additionally, SRP and/or the Program Administrator may provide the following:
  - Consultative services to assist the Builder in qualifying each home design within a community for inclusion in the Program.
  - A link on SRP’s website to the Builder’s website promoting the participating Builder.
  - Interior signage within each model.
  - Doormats for each model and at sales office.
  - Marketing Fact Sheet identifying the benefits of buying an SRP ENERGY STAR Home.

### ADDITIONAL CONTACT INFORMATION

<b>Marketing Contact*</b>	
<b>Marketing Email*</b>	
<b>Marketing Phone*</b>	



Delivering water and power®

<b>Production Contact*</b>	
<b>Production Email*</b>	
<b>Production Phone*</b>	
<b>Website*</b>	
<b>Rater(s) that you are working with *</b>	

## TERMS AND CONDITIONS

Builder must use a RESNET approved HERS Rater(s) with Provider level certification to participate in the Program. The Builder's chosen HERS Rater(s) must be registered with and approved by the Program and in good standing to be eligible to submit documentation on behalf of the Builder. All raters must complete the online rater Participation Agreement to be approved by the Program. Builder agrees to have their designated Rater provide SRP with timely notice of home construction milestones pertinent to their inspection and testing obligations, including but not limited to home start date, framing completion, insulation completion, and final inspection. Failure to do so may result in loss of incentives for each home for which notice was not provided.

Builder agrees to provide a list of addresses, lot numbers and associated estimated start and completion dates for each enrolled community as it is available, and to upload the list to the Community Enrollment portal.

Builder acknowledges that each floor plan submitted to SRP for inclusion in the Program, has been evaluated according to its base price sheet and corresponding feature list. If a design change is made by Builder or requested by a buyer that would diminish the energy efficiency of the home, it is Builder's responsibility to inform the buyer and SRP in writing that the home may no longer be SRP ENERGY STAR Homes-qualified.

This Application shall be effective as of the date that Builder agrees to its terms and conditions and shall continue until the Program is terminated. SRP may terminate this Application at any time. Should SRP determine that Builder has engaged in fraudulent activity or misrepresentation of any kind, SRP may terminate this Application by written notice to Builder, effective as of the date of Builder's receipt of such notice. The value of any and all funds or services determined to have been acquired based on inaccurate or fraudulent information must be returned to SRP. This section shall not limit other remedies that may be available to SRP.

Builder shall indemnify, defend, and hold harmless SRP, ICF, and their respective officers, directors, employees, agents and affiliated entities for, from and against any liability, claim, cost, or expense, including attorneys' fees and legal costs, arising out of or in any way related to Builder's performance, without limitation, the failure of any of Builder's homes certified or represented by Builder as SRP ENERGY STAR Homes to comply with the SRP ENERGY STAR Homes standards.

This Application shall be interpreted, governed by, construed in accordance with the laws of the State of Arizona, without regard to conflicts of law principles. SRP and Builder agree that any action, suit, or proceeding arising out of or relating to this Application shall be initiated and prosecuted in a state or federal court of competent jurisdiction located in Maricopa County, Arizona, and the parties submit to the jurisdiction and venue of such court. To the fullest extent permitted by law, each party hereby



Delivering water and power®

irrevocably waives any and all rights to a trial by jury, and covenants and agrees that it shall not request a trial by jury, with respect to any legal proceeding arising out of or relating to this Application.

**In exchange for the SRP ENERGY STAR Homes Incentive paid to Builder, Builder hereby sells, transfers and conveys to SRP all Environmental Attributes and Environmental Attributes Reporting Rights, as such terms are defined below, associated with the energy savings from homes within the Community complying with the Eligibility Requirements and Incentives for a period of thirty (30) years. This provision shall survive the termination of this Application and any subsequent sale(s) of the qualifying homes.**

**“Environmental Attributes” shall mean any and all fuel, emissions, air quality, or other environmental characteristics, including green energy tags, renewable energy credits, energy efficiency credits, carbon credits, or certificates attributable to the energy savings generated by the qualifying homes and in which Builder or any subsequent owner has property rights or will have property rights upon such attributes coming into existence. “Environmental Attributes Reporting Rights” shall mean all rights to report ownership of the Environmental Attributes to any person or entity under Section 1605(b) of the Energy Policy Act of 1992, any successor or replacement statutes, or otherwise. Builder shall, upon SRP’s request, provide SRP any document (e.g., bill of sale) reasonably required to document the sale and SRP’s ownership of the Environmental Attributes and Environmental Attributes Reporting Rights.**

Details of this Program, including incentive levels, are subject to change or cancellation without prior notice. Funds for incentives are available on a first-come, first-served basis. SRP reserves the right to terminate or modify the terms of the Program at any time, without prior notice. SRP and ICF shall not be liable to Builder for any damages or costs which may result from the modification of the Program standards or requirements. If this application is modified, Builder has the right to terminate the Application if the modification is deemed unacceptable to the Builder.

If Builder terminates this Application, it shall be Builder’s responsibility to inform potential buyers that the community and homes are no longer SRP ENERGY STAR Homes-qualified. Builder shall also immediately cease use of (and return to SRP) any SRP ENERGY STAR Homes Program marketing materials and cease branding with the SRP Program name and logo. SRP and ICF shall not be liable for any Builder damages or costs which may result from the termination.

**APPROVAL, VERIFICATION, AND INSPECTION:** Prior to any payment of incentive, SRP reserves the right to verify the completion of a home to the level of the requested incentive, as well as all applicable building codes. A sampling of completed homes will also be selected for a quality control inspection by ICF. No warranty is implied by this inspection.

**PAYMENT:** The required home information and supporting documentation must be submitted in compliance with the Submission Requirements, via the Program's online portal, in order to receive incentive payment. SRP will verify that information and documentation meet Program requirements and will notify Builder of any discrepancies. Homes that have been approved for incentive payment will be processed on a twice-monthly basis.

**TAX LIABILITY:** SRP will not be responsible for any tax liability that may be imposed on the applicant as a result of the payment of incentives.

**ENDORSEMENT:** Neither SRP nor ICF endorse any particular Builder, Rater, product, or system design in promoting the Program.



Delivering water and power®

**INFORMATION RELEASE:** Participant agrees that SRP and ICF may include the Participant's name, SRP services and resulting energy savings in reports or other documentation submitted to SRP, and/or governmental or regulating entities. SRP will treat all other information gathered in evaluations as confidential and report it only in the aggregate.

**LIMITATION OF LIABILITY:** SRP's liability is limited to paying the incentive specified. NEITHER SRP nor ICF IS LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES, OR FOR ANY DAMAGES IN TORT CONNECTED WITH OR RESULTING FROM PARTICIPATION IN THIS PROGRAM.

**WARRANTIES:** NEITHER SRP NOR ICF WARRANTS THE PERFORMANCE OF PARTICIPATING HOMES, EXPRESSLY OR IMPLICITLY. Neither SRP nor ICF makes any warranties or representations of any kind, whether statutory, expressed, or implied.

## APPLICATION SUBMITTAL

**By clicking the checkbox below, you are agreeing that:**

1. The information supplied on this application is true, correct, and complete.
2. The projects you will submit for incentives meet the Program eligibility requirements set forth in the Terms and Conditions.
3. You have read, understand, and agree to abide by the program rules, requirements and terms set forth in this application.

I agree.

<b>Name*</b>	
<b>Title*</b>	
<b>Date*</b>	