

## Dayton Power & Light Business Rebate Terms and Conditions

August 1, 2020

The terms and conditions set forth herein and effective as of August 1, 2020 (collectively, "2020 Business Rebate Terms") shall govern a business rebate payment associated with an Incentive application submitted to DP&L on or after August 1, 2020 ("Incentive") issued by The Dayton Power & Light Company ("DP&L") to a business or government entity receiving electric distribution services from DP&L ("Customer") for the purchase and installation of eligible equipment on or after January 1, 2020 ("Project"). Customer agrees to these terms and conditions upon submission of an Incentive application.

### A. General Terms

The general terms and conditions set forth in this Section A ("General Terms") shall apply to all DP&L business Incentives:

#### 1. Project Eligibility

1.1 Based on information supplied by Customer about Project within the Incentive application, DP&L will determine whether Customer's Project meets Incentive requirements and reduces both total energy usage and/or total demand.

1.2 A Project shall be one of the following types: (a) an energy efficiency measure added to an existing system; (b) early retirement of equipment and replacement with more efficient equipment; or (c) replacement of failed equipment or equipment at the end of its useful life.

1.3 A Project shall not be eligible for an Incentive in the event the Project: (a) creates on-site electricity generation, including switching to renewables or other fuel types, with the exception of CHP (defined herein); (b) produces energy savings resulting exclusively from either reduced production or equipment retirement; or (c) increases Customer's peak demand.

1.4 Each Project shall be eligible to receive a single DP&L business Incentive. In the event a Project qualifies for more than one Incentive, the order of precedence will be as follows for determining Project eligibility and Incentive value: Rapid Rebates®, then Custom Rebates (i.e., Custom, New Construction, CHP, RCx, each individually defined herein).

1.5 All Incentive applications are subject to DP&L approval. DP&L reserves the right to deny any application for any reason including, but not limited to: (a) the application or Project documentation is found to be insufficient by DP&L, (b) the equipment or installation does not meet DP&L program requirements, or (c) Customer or a contractor violates DP&L program requirements.

1.6 DP&L is not liable for Incentives promised to Customers as a result of misrepresentation of DP&L programs.

#### 2. Equipment Eligibility

2.1 In order to be eligible for an Incentive, equipment must: (a) be purchased on or after January 1, 2020, (b) be new and unused; (c) use electricity as the fuel source; (d) be purchased by Customer from a manufacturer, distributor, or contractor; (e) meet all certification criteria as published at [www.dpandl.com/save](http://www.dpandl.com/save); and (f) be permanently installed at Customer's site in the DP&L service territory.

2.2 Equipment shall not be eligible for an Incentive in the event the equipment: (a) once installed, results in a net increase in energy consumption or demand due to a negative impact on other systems; (b) is leased as part of a contractual agreement with a term less than a period of five consecutive years, or (c) is purchased from and incented by a DP&L Commercial Midstream or Small Business Direct Install vendor.

2.3 Equipment being replaced as part of a Project must be decommissioned. The removed equipment may be retained for use as back-up equipment with DP&L's prior written permission. Under no circumstances may equipment removed as part of a Project be sold for use in another production environment.

2.4 DP&L reserves the right to modify equipment certification requirements at any time.

#### 3. Project Documentation

3.1 Customer shall provide sufficient documentation to DP&L regarding Project equipment such that DP&L may validate all equipment specifications or certifications are met.

3.2 DP&L must receive the following documentation in order to issue an Incentive for each eligible Project: (a) Customer's DP&L account number; (b) Customer's contact information including valid email address; (c) equipment serial numbers; (d) equipment specifications or technical data; (e) itemized invoices with sufficient detail for DP&L to validate the (i) Customer's date of equipment purchase, (ii) type and quantity of equipment purchased, (iii) itemized cost of material, (iv) cost of labor, and (v) any equipment discounts Customer received; (f) a valid W-9 for Customer; and (g) a post-installation inspection report, if applicable.

3.3 DP&L reserves the right to request copies of original equipment purchase invoices.

#### 4. Project Inspection

- 4.1 DP&L reserves the right to inspect installed equipment prior to issuing an Incentive to ensure Project and equipment are in compliance with these 2020 Business Rebate Terms.
- 4.2 DP&L may utilize third-party vendors to complete post-installation inspections. Vendors engaged to conduct an inspection will provide Customer with reasonable notice prior to visiting Customer's site.
- 4.3 In the event a Project is selected for a post-installation inspection, DP&L shall: (a) fund only one inspection per Project; (b) evaluate the equipment associated with the Project which is installed as of the date of the inspection; (c) determine Project eligibility and Incentive value based upon the equipment verified as installed during the inspection; (d) calculate the Incentive amount based upon eligible equipment values in effect as of the date the equipment was purchased.
- 4.4 DP&L reserves the right not to issue an Incentive in the event the post-installation inspection reveals the system has been improperly configured or the equipment does not match the information specified on the application.

#### 5. Incentive Payments & Limits

- 5.1 DP&L will issue Incentives directly to Customer.
- 5.2 Incentives will only be issued once (a) the equipment has been installed and is operating, and (b) verification has been completed by DP&L, including a post-installation inspection, if applicable.
- 5.3 The total amount of Incentives issued in any calendar year for an individual account number, with the exception of Incentives issued for applications governed by the CHP Terms as defined herein, will be limited to the greater of (a) \$250,000, or (b) the amount equivalent to the dollars paid into DP&L's Energy Efficiency Rider for the individual account number during the preceding 12 months.
- 5.4 Funding is limited for Incentives. Submitting an Incentive application does not guarantee availability of funds.
- 5.5 DP&L shall post all Incentive requirements and available incentives at [www.dpandl.com/save](http://www.dpandl.com/save). In the event incentive eligibility requirements or incentive values change, updates will be made to the website at the time the change becomes effective. DP&L reserves the right to change incentive requirements and/or values at any time.
- 5.6 The incentive values posted to [www.dpandl.com/save](http://www.dpandl.com/save) as of the date on Customer's proof of equipment purchase for Project shall govern for purposes of calculating Customer's Incentive.
- 5.7 Incentives may be subject to federal and/or state income tax reporting. DP&L is not responsible for any taxes that may be incurred.
- 5.8 In the event Customer is in arrears on their DP&L billings at the time an Incentive is to be issued, Customer will not be eligible for a cash payment. In lieu of a cash payment, and upon prior notification from DP&L, Customer will receive a credit to their DP&L account in the amount of the Incentive.
- 5.9 In the event Customer's DP&L account number listed on the Incentive application for Customer's Project is not assessed a monthly fee for DP&L's Energy Efficiency Rider at the time the Incentive is to be issued, Customer's Incentive will be forfeited.

#### 6. Energy Savings

- 6.1 Customer acknowledges DP&L does not guarantee energy savings and does not make any warranties associated with the equipment purchase. Furthermore, only Customer can judge the overall feasibility and benefit of Project to Customer's business.
- 6.2 Customer agrees to commit energy and demand savings achieved by Customer's Project to DP&L, thereby allowing DP&L to: (a) integrate Customer's energy and demand savings into DP&L's energy and demand program portfolio, and (b) count the energy and demand savings toward compliance with DP&L's peak demand reduction and energy efficiency benchmarks set forth in Section 4928.66 of the Ohio Revised Code.
- 6.3 Customer agrees and acknowledges DP&L is authorized to commit the demand reductions associated with the energy efficiency resources for the purposes of offering the demand reductions into the capacity market of a regional transmission organization such as PJM. Customer further acknowledges the authority to make this peak-demand reduction commitment is granted exclusively to DP&L, and Customer has not and will not commit the demand reduction specified herein to any other entity or electric distribution utility.
- 6.4 Customer grants DP&L and Public Utilities Commission of Ohio ("PUCO") staff permission to measure and verify energy savings and/or peak demand reductions resulting from Customer-sited Projects.

#### 7. Project Sustainability

- 7.1 Equipment for Project, once installed as part of a Project for which Customer receives an Incentive, shall not be removed for a period of five consecutive years without DP&L's written permission. In the event of unauthorized removal, Customer shall reimburse DP&L in the amount of the Incentive issued for the Project.
- 7.2 Customer shall permit DP&L, or its third-party vendors, access, upon reasonable notice, to inspect Project, its installation and/or operations at various times within a consecutive five-year period from the time equipment is installed.
- 7.3 Customer understands and agrees that Project installations may also be subject to inspections by the PUCO, or its designee, and photographs of Project may be required.
- 7.4 In the event a post-installation inspection report reflects Customer did not comply with DP&L's terms and conditions or PUCO rules and requirements, all or a portion of any Incentive Customer received is subject to repayment to DP&L.

## 8. Privacy

8.1 DP&L respects the privacy of its customers but cannot guarantee the confidentiality of Customer information. Confidential information submitted as part of an Incentive application will be protected from public filings. However, any information submitted as part of an Incentive application may be disclosed to the PUCO and DP&L's independent evaluators.

## 9. Termination for Convenience

9.1 Incentives may be discontinued at any time. In such an event, DP&L will make reasonable efforts to inform Customer in the event Customer's application is impacted. Termination for convenience includes, but is not limited to, depletion of program funding, acts, orders or regulations of the PUCO, or the failure of the PUCO to act.

## B. Rapid Rebates® Incentives

The Rapid Rebate terms and conditions set forth in this Section B in addition to the General Terms (collectively the "Rapid Terms") shall apply to all DP&L Rapid Rebate Incentives:

### 1. Eligibility

1.1 To be eligible for an Incentive, Customer's Incentive application must be submitted to DP&L on or before September 30, 2020.

### 2. Equipment

2.1 A complete list of equipment requirements is available at [www.dpandl.com/save](http://www.dpandl.com/save). The eligibility requirements posted as of the date on Customer's proof of equipment purchase for Project shall govern for purposes of determining equipment eligibility.

### 3. Project Documentation

3.1 Proof of equipment purchased for Customer's Project (i.e., a purchase invoice) must be provided to DP&L on or before November 30, 2020.

3.2 Equipment for Customer's Project must be installed and proof of equipment installation (i.e., an installation invoice) provided to DP&L on or before November 30, 2020.

### 4. Incentive Payments & Limits

4.1 Final Incentive amounts will be calculated based upon Customer's Project invoices and the findings of the post-installation inspection, if applicable.

4.2 Under no circumstances may Customer's Incentive exceed the cost of the equipment at the measure level net outside funding Customer received, if any, not including taxes, warranty fees, installation costs, or maintenance fees.

## C. Custom Rebate Incentives

The Custom Rebate incentive terms and conditions set forth in this Section C in addition to the General Terms (collectively the "Custom Terms") shall apply to all DP&L Custom Rebate Incentives not otherwise governed by the New Construction Terms, CHP Terms, or RCx Terms, individually defined herein:

### 1. Eligibility

1.1 To be eligible for an Incentive, Customer's Incentive application must be submitted to DP&L on or before September 30, 2020.

1.2 Incentives for any demand savings are only applicable for equipment running (a) regularly from 3pm to 6pm Eastern Time, Monday through Friday, and (b) during the months of June through August.

1.3 A Project shall not be eligible for an Incentive in the event Customer performs either of the following prior to receiving DP&L approval: (a) proceeds with Project installation, or (b) removes existing equipment which forms the baseline for energy usage.

1.4 DP&L may conduct an audit of Customer's existing equipment in order to calculate energy usage baseline data.

### 2. Equipment

2.1 Equipment must exceed federal- and state-mandated efficiency standards.

2.2 Equipment must meet eligibility requirements set forth in the Rapid Terms.

2.3 Equipment must have a maximum payback based on electricity cost savings of seven years or less and demonstrate permanency or sustainability of savings over the payback period or a five-year period, whichever is longer.

### 3. Project Documentation

3.1 Customer's Incentive application must include Customer's savings calculations and cost estimates for Project. Applications submitted without this information shall not be given approval to proceed.

3.2 Savings calculations shall include a description of any formulas, assumptions, or rated performance factors from ARI, ANSI, ASTM, ASHRAE, or other recognized organization, where applicable, which Customer used to calculate savings. Savings calculations shall be calculated by Customer and verified by DP&L.

3.3 Cost estimates shall not include project design costs, energy audit costs, equipment disposal costs, costs incurred from equipment downtime, warranty costs, or any other costs not related to purchase or installation of the equipment.

3.4 Proof of equipment purchased for Customer's Project (i.e., a purchase invoice) must be provided to DP&L on or before November 30, 2020.

3.5 Equipment for Customer's Project must be installed and proof of equipment installation (i.e., an installation invoice) provided to DP&L on or before November 30, 2020.

#### 4. Incentive Payments & Limits

4.1 Final Incentive amounts will be calculated based on the final cost of Project net outside funding Customer received, if any, provided such cost is reasonable in the judgment of DP&L, and will be limited to the lesser of 100% of the incremental cost or 50% of the total Project cost, not including taxes, warranty fees, or maintenance fees.

### **D. New Construction Incentives**

The New Construction terms and conditions set forth in this Section D in addition to the General Terms (collectively the "New Construction Terms") shall apply to all DP&L New Construction Incentives:

#### 1. Eligibility

1.1 A whole building project shall reduce both total energy usage and total demand of a building constructed to ANSI/ASHRAE/IESNA Standard 90.1-2010 by at least 5%.

1.2 A lighting power density project shall achieve an aggregate lighting power density less than that calculated using the Space-by-Space Method in the ANSI/ASHRAE/IESNA Standard 90.1-2010 Table 9.6.1. A copy of the Space-by-Space Method standards is available at [www.dpandl.com/save](http://www.dpandl.com/save).

1.3 Incentives for any demand savings are only applicable for equipment running (a) regularly from 3pm to 6pm Eastern Time, Monday through Friday, and (b) during the months of June through August.

1.4 Incentive application must be submitted no later than when Project is in the design phase.

1.5 Project shall not be eligible for an Incentive in the event Customer proceeds with Project installation prior to submitting a New Construction Incentive application to DP&L.

#### 2. Equipment

2.1 Equipment must exceed federal- and state-mandated efficiency standards.

#### 3. Project Documentation

3.1 Customer's Incentive application must include Customer's savings calculations and cost estimates for Project.

3.2 Savings calculations shall include a description of any formulas, assumptions, or rated performance factors from ARI, ANSI, ASTM, ASHRAE, or other recognized organization, where applicable, which Customer used to calculate savings. Savings calculations shall be calculated by Customer and verified by DP&L.

3.3 Cost estimates shall not include project design costs, energy audit costs, equipment disposal costs, costs incurred from equipment downtime, warranty costs, or any other costs not related to purchase or installation of the equipment.

#### 4. Incentive Payments & Limits

4.1 Incentives will only be issued once Customer provides a Certificate of Use and Occupancy.

4.2 Final Incentive amounts will be calculated based on the final cost of Project net outside funding Customer received, if any, provided such cost is reasonable in the judgment of DP&L, and will be limited to the lesser of 100% of the incremental cost or 50% of the total Project cost, not including taxes, warranty fees, or maintenance fees.