



Dayton Power & Light Rapid Rebates[®] Program Terms and Conditions

May 15, 2017

The terms and conditions set forth below shall govern a Rapid Rebates[®] program rebate payment ("Rebate") 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, 2017 ("Project"). Customer agrees to these terms and conditions upon submission of an application for a Rebate within the DP&L Rapid Rebates[®] program.

1. Project Eligibility

1.1 Based on information supplied by Customer about the Project within a DP&L Rapid Rebates[®] program application, DP&L will determine whether Customer's Project meets the requirements of the program and reduces both total energy usage and total demand using newly purchased equipment.

1.2 Multi-family homes are eligible for rebates through DP&L's Rapid Rebates[®] program with the exception of new or replacement HVAC units that are less than five tons. Such HVAC equipment should seek rebate eligibility through DP&L's Residential HVAC program.

1.3 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, with more efficient equipment.

1.4 A Project shall not be eligible for a Rebate in the event the Project will create on-site electricity generation, including switching to renewables or other fuel types.

1.5 A Project shall not be eligible for a Rebate in the event energy savings result from any of the following: (a) reduced production; (b) equipment retirement; or (c) changes in operational and/or maintenance practices, or simple control modifications, not involving capital costs.

2. Equipment Eligibility

2.1 Equipment must be included on the list of eligible equipment at the time Customer submits a DP&L Rapid Rebates[®] program application. A complete, up-to-date list of eligible equipment is available at www.dpandl.com/save.

2.2 Rebates are for new equipment both (a) purchased in the current calendar year by Customer from a manufacturer, distributor, or contractor, and (b) permanently installed in the DP&L service territory at Customer's site. Leased equipment with a contractual term of less than five years is not eligible for a Rebate.

2.3 Equipment must use electricity as the fuel source.

2.4 Equipment may not be eligible for a Rebate in the event the equipment (a) uses more energy, or (b) once installed, results in a net increase in energy consumption or demand due to a negative impact on other systems.

2.5 Equipment being replaced as part of a Project must be decommissioned. The removed equipment may be (a) retained for use as back-up equipment with DP&L's written permission, or (b) sold for scrap by Customer. Under no circumstances may removed equipment be sold for use in another production environment.

2.6 Equipment eligible for a DP&L Rebate shall not receive rebates from any other utility rebate programs.

3. Project Documentation

3.1 Customer shall provide sufficient documentation to DP&L regarding Project equipment such that DP&L may validate any equipment specifications or certifications as outlined in the list of eligible equipment.

3.2 Final documentation is required prior to DP&L issuing a Rebate payment and shall include the following: Customer's DP&L account number; equipment serial numbers; itemized invoices with sufficient detail for DP&L to validate the date of purchase, equipment purchased, cost of material, cost of labor, and any equipment discounts Customer received; a valid W-9 for Customer; and a post-installation verification report, if applicable.

4. Project Inspection

4.1 Project may be subject to a post-installation inspection in accordance with DP&L's installation inspection guidelines as follows: (a) an on-site verification will be made prior to any Rebate payment for both a random sampling of Projects and every Rebate over \$10,000.00, and (b) only one post-installation inspection will be performed for any Project.

4.2 DP&L may not issue a Rebate 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.

4.3 DP&L may utilize certified 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.

5. Rebate Timing

5.1 Proof of equipment purchase must be provided within 60 days of Customer's submission of a Rapid Rebates[®] program application. In the event equipment is not purchased in the required timeframe, Customer may request an extension from DP&L. Extension requests will be handled on a case-by-case basis.

5.2 Project equipment must be installed within 120 days of Customer's submission of a Rapid Rebates[®] program application. In the event equipment is not installed in the required timeframe, Customer may request an extension from DP&L. Extension requests will be handled on a case-by-case basis.

5.3 Rebates will only be issued once the equipment has been installed, is available to operate, and verification has been completed by DP&L, including a post-installation inspection, if applicable.

6. Rebate Payments and Limits

6.1 DP&L shall issue Rebate payments directly to Customer.

6.2 The preliminary Rebate amount for a Project will be calculated based on the equipment values specified on the list of eligible equipment. Final Rebate amounts will be based upon Project invoices and the findings of the post-installation inspection, if applicable.

6.3 Funding is limited and submitting a Rapid Rebates[®] program application does not guarantee availability of funds. DP&L shall make the final determination regarding Rebate amounts and DP&L reserves the right to cap Rebate amounts.

6.4 Under no circumstances may a Rebate exceed the cost of the equipment, not including taxes, warranty fees, installation costs, or maintenance fees.

6.5 DP&L reserves the right to inspect installed equipment prior to issuing a Rebate payment to ensure Project and equipment are in compliance with these terms and conditions.

6.6 In the event Customer is in arrears on their DP&L billings at the time a Rebate payment is to be issued, Customer will not be eligible for a cash payment. In lieu of a cash payment, Customer will receive a credit to their DP&L account in the amount of the Rebate. Customer will be notified of this situation prior to receiving a Rebate.

6.7 Rebates may be subject to federal and/or state income tax reporting. DP&L is not responsible for any taxes that may be incurred. DP&L must have a valid W-9 for Customer on file in order to process and issue a Rebate to Customer.

7. Energy Savings

7.1 Customer acknowledges that 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 the Project to Customer's business.

7.2 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.

7.3 Customer agrees and acknowledges that 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 that 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.

8. Project Sustainability

8.1 Once installed as part of a DP&L Rapid Rebates[®] program application for which Customer receives a Rebate, the equipment which makes up the Project 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 Rebate issued for the Project.

8.2 Customer shall permit DP&L to return to Customer's facility, upon reasonable notice, at various times within five consecutive years of installation of the equipment to allow DP&L to gauge the impact of the installation.

9. Termination for Convenience

9.1 DP&L may terminate these terms and conditions (in whole or part) at any time upon 30 days' prior written notice to Customer. The notice must explicitly state the effective date of the termination and whether the termination is in whole or in part, and if in part, which part is being terminated. Termination for Convenience includes, but is not limited to, acts, orders or regulations of the Public Utilities Commission of Ohio ("PUCO"), or the failure of the PUCO to act.

10. Privacy Policy

10.1 DP&L respects the privacy of its customers, but cannot guarantee the confidentiality of information provided to it.