

Dayton Power & Light Business Rebate Terms and Conditions

January 1, 2019

The terms and conditions set forth herein and effective as of January 1, 2019 (collectively, "2019 Business Rebate Terms") shall govern a business rebate payment ("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, 2019 ("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 (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 new and unused; (b) use electricity as the fuel source; (c) be purchased by Customer from a manufacturer, distributor, or contractor; (d) meet all certification criteria as published at www.dpandl.com/save; and (e) 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 2019 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 shall 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 Any individual account number will be limited to \$250,000 in Incentives in any calendar year, with the exception of Incentives issued for applications governed by the CHP Terms, as defined herein.

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. 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 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.

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 Rebates 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 Rebates Incentives:

1. Eligibility

1.1 To be eligible for an Incentive, Customer’s Incentive application must be submitted to DP&L during the same calendar year in which the equipment for Customer’s Project is purchased.

2. Equipment

2.1 A complete list of equipment requirements is available at 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 purchase (i.e., a purchase invoice) must be provided to DP&L within 60 days of the submission of Customer’s Incentive 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.

3.2 Equipment for Customer’s Project must be installed within 120 days of the submission of Customer’s Incentive 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.

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 Incentives

The Custom 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 Incentives not otherwise governed by the New Construction Terms, CHP Terms, or RCx Terms, individually defined herein:

1. Eligibility

1.1 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.

1.2 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.

1.3 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 purchase (i.e., a purchase invoice) must be provided to DP&L within 60 days of the submission of Customer’s Incentive 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.

3.5 Equipment for Customer’s Project must be installed within 120 days of the submission of Customer’s Incentive 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.

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, installation costs, 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.
- 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.
- 1.6 The Project should be scheduled to be substantially complete within 24 months of submission of Incentive application to DP&L. In the event the Project will not be completed in the required timeframe, Customer may request an extension from DP&L. Extension requests will be handled on a case-by-case basis.

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, installation costs, or maintenance fees.

E. Combined Heat & Power Incentives

The Combined Heat & Power ("CHP") terms and conditions set forth in this Section E in addition to the General Terms (collectively the "CHP Terms") shall apply to all DP&L CHP Incentives:

1. Eligibility

- 1.1 Incentives for any demand savings are only applicable for equipment running (a) regularly from 3pm to 6pm Eastern Standard Time, Monday through Friday, and (b) during the months of June through August.
- 1.2 A Project will not be eligible for an Incentive if Customer proceeds with Project installation prior to receiving DP&L approval.

2. Project Documentation

- 2.1 Energy savings estimates will be calculated by Customer and verified by DP&L.

3. Project Inspection

- 3.1 Each Project is subject to a post-installation inspection. Should the post-installation inspection reveal a difference between the estimated energy savings, as calculated prior to installation, and the actual savings measured following installation, the final Incentive value will be reconciled to the actual savings.

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 50% of the total Project cost, which may not include taxes, warranty fees, or maintenance fees.
- 4.2 An individual account number will be limited to \$500,000 in CHP Incentives for any one Project and in any calendar year.

F. Retro-Commissioning Incentives

The Retro-commissioning (“RCx”) terms and conditions set forth in this Section F in addition to the General Terms (collectively the “RCx Terms”) shall apply to all DP&L RCx Incentives:

1. Overview

1.1 Customer agrees to participate in collaboration with DP&L and the RCx Administrator (collectively “RCx Staff”).

1.2 Customer agrees to select a RCx study provider who is approved by RCx Staff (“Study Provider”), to perform the RCx Study (“Study”).

1.3 The DP&L RCx offering is intended to incentivize a Study aimed at identifying potential low-cost or no-cost energy savings measures with rapid return on investment that can be implemented in a 12-week timeframe as further described herein. Capital intensive energy projects such as major equipment replacement, lighting, process or plug loads, are not intended to be investigated as part of the Study.

1.4 The RCx Project must have the ability to manage systems operation relative to energy efficiency via a direct digital controls system or equivalent with a computerized interface and must have a quantifiable opportunity to reduce energy consumption. Facilities shown to have limited controls capabilities (e.g. programmable thermostats or simple unit-mounted controls) and/or facilities shown to be high-performers relative to peer buildings are unlikely to be good candidates for a RCx Project.

2. Incentive Requirements

2.1 Project Identification & Application Phase

2.1.a As part of the Incentive application, Study Provider will identify a fixed-fee for Study, thereby establishing the final and full cost of Study Provider’s services to perform the Study (“Study Cost”). The application must also identify an electricity savings goal for the Project (“Application Savings”), based upon a preliminary building assessment and detailed utility analysis. The Study Cost divided by the Application Savings will establish the per-kWh savings ratio (“Project Cost Ratio”) that will be used, in conjunction with other factors, to evaluate the Project’s viability. The utility analysis should follow the RCx utility analysis guideline, as provided by RCx Staff, and must be submitted to DP&L in conjunction with the Incentive application.

2.1.b In the event a complete utility analysis cannot be performed, Study Provider and Customer are required to submit justification to RCx Staff as to why no such analysis can be performed. In addition to the justification regarding the exclusion of a complete utility analysis, Study Provider must submit additional detail supporting the determination of the Application Savings.

2.1.c RCx Staff will review Incentive applications in comparison to a cost/benefit model related to Study Cost versus target electricity savings.

2.1.d RCx Staff will approve or deny Incentive applications according to whether the stated Project details and energy savings goal aligns with the cost/benefit model, as established by RCx Staff.

2.1.e In no case will a Study conducted without prior approval be eligible for an Incentive.

2.2 RCx Study Phase

2.2.a Study Provider will complete a Study for the purpose of identifying potential measures within Project. The results of the Study will be compiled by Study Provider into a formal written report (“Study Report”) and provided to RCx Staff. The Study Report must follow the RCx Study Report Template, as provided by RCx Staff upon Incentive application approval, and the Study Report shall be completed within 30 days of the date of Incentive application approval. The Study Provider Incentive will be calculated based on the savings estimated in the Study Report (“Study Savings”) relative to Application Savings.

2.2.a.i In conjunction with submitting the Study Report, Study Provider is required to submit pre-implementation data used in calculating proposed RCx measures. This data shall be provided as a separate file in a common spreadsheet format (i.e. *.xlsx, or *.csv).

2.2.b Upon Study Report approval by RCx Staff, Study Provider will present the Study Report to Customer. Study Provider, Customer and RCx Staff shall meet to mutually agree upon measures to be implemented by Customer.

2.2.b.i Customer is expected to implement measures with a simple payback less than or equal to 24 months and any measures with a payback greater than 24 months mutually deemed viable by Customer, Study Provider and RCx Staff (“Viable Measures”).

2.2.b.ii For the purposes of determining which measures Customer must implement, simple payback period shall be calculated by dividing the implementation cost by the first-year natural gas and electricity savings, both of which must be identified in the Study Report.

2.2.b.iii Viable Measures will be identified in the prioritization matrix within the Study Report and signed-off by all three parties at the end of the Study Report presentation meeting.

2.2.c In the event the Study uncovers significant operational or other deficiencies related to health, life safety or code requirements, RCx Staff reserves the right to adjust savings estimates to reflect baseline conditions that represent operation and maintenance of Project at a level consistent with industry standards.

2.2.d Upon Customer’s approval of the Study Report, RCx Staff will upload the Study Report to DP&L’s administration system such that DP&L can issue Incentive payment to Study Provider, in accordance with the incentive structure set forth herein.

2.3 Measure Implementation Phase

2.3.a Customer must fully implement Viable Measures within 12 weeks of the date of the Customer Study Report presentation meeting, unless otherwise approved by RCx Staff.

2.3.a.i The implementation period shall begin on the day of the Study Report presentation meeting regardless of when Customer signs a prioritization matrix.

2.3.a.ii Customer is required to provide an implementation schedule to RCx Staff within five (5) business days of signing the prioritization matrix agreed upon during the Study Report review meeting.

2.3.b Study Provider is required to assist Customer and additional third parties, including but not limited to contractors or installers, in the implementation of Viable Measures.

2.3.c RCx Staff shall maintain regular communication with Customer throughout the implementation phase, requesting Customer response to each communication within five business days. If no communication is received from Customer over a period greater than three weeks, RCx Staff will notify DP&L to suspend the RCx Project. Any time the RCx Project spends in suspension will be counted toward the implementation period.

2.3.d In the event Customer elects to not implement Viable Measures, Customer may be required to reimburse DP&L for all or part of the Study Provider Incentive paid to Study Provider by DP&L.

2.4 Post-Implementation Phase

2.4.a RCx Staff will facilitate measurement & verification ("M&V") to confirm RCx measure savings. Where deemed necessary by RCx Staff, temporary electrical sub-metering will be installed on certain building equipment to aid in the measurement of the realized RCx savings.

2.4.b RCx Staff will determine the amount of time required for M&V based upon Project complexity and timing of Incentive application submission. Notwithstanding the foregoing, M&V will commence upon conclusion of the 12-week measure implementation period and the duration of M&V shall be a minimum of 30 days.

2.4.c Customer and Study Provider are required to assist RCx Staff in performing M&V including, but not limited to, obtaining facility access, gathering controls trend data, confirming installation of equipment or sensors, and assisting in manipulation of the controls system to demonstrate proper implementation of Viable Measures.

2.4.d RCx Staff will prepare and provide to Customer and Study Provider a formal written report of M&V findings ("M&V Report").

3. Incentive Calculations

3.1 Study Incentive

3.1.a Upon completion of the Study, RCx Staff will re-evaluate the Study Cost initially approved for Project. In the event Study Provider does not identify Viable Measures that total at least 90% of the Application Savings, the Study Cost will be adjusted to equal the Project Cost Ratio multiplied by the Study Savings ("Adjusted Study Cost").

3.1.a.i Study Provider will invoice Customer in the amount of 20% of the lesser amount of the Study Cost or Adjusted Study Cost. In no event shall Customer's portion of the Study Cost be waived.

3.1.a.ii Proof of payment from Customer to Study Provider equal to 20% of the Study Cost, or Adjusted Study Cost if applicable, must be on file with DP&L before DP&L issues any Incentive payments.

3.1.a.iii DP&L will issue payment to Study Provider in the amount of 60% of the lesser amount of the Study Cost or Adjusted Study Cost.

3.1.b Upon completion of M&V, the Study Cost, or Adjusted Study Cost if applicable, will be further evaluated relative to measure implementation success and achievement of the electricity kWh savings ("Verified Savings"). The "Final Study Cost" shall be determined as follows:

3.1.b.i If the Verified Savings are equal to at least 90% of the lesser of: Application Savings, Study Savings, or the savings associated with Viable Measures, the Final Study Cost will be equal to the lesser of the Study Cost or Adjusted Study Cost.

3.1.b.ii If the Verified Savings are not equal to at least 90% of the lesser of Application Savings, Study Savings, or the savings associated with Viable Measures, the Final Study Cost will be adjusted to equal the Project Cost Ratio multiplied by the Verified Savings.

3.1.b.iii DP&L will issue payment to Study Provider for the remaining balance (up to 20%) of the Final Study Cost at M&V conclusion.

3.2 Customer Incentive

3.2.a DP&L will issue an Incentive to Customer based upon Verified Savings and the amount of time required for measure implementation, as determined during M&V.

3.2.b Customer shall submit copies of Project invoices such that DP&L may validate implementation costs for both labor and materials of Viable Measures. Implementation duration and associated incentive rates are as follows:

Implementation Duration	Incentive Rate
<4 Weeks	\$0.08/kWh
>4 Weeks, <8 Weeks	\$0.06/kWh
>8 Weeks, <12 Weeks	\$0.04/kWh

3.2.c Customer's RCx Incentive shall not exceed Customer's cost to implement Viable Measures net outside funding Customer received, if any.

3.2.d Customer may not be eligible for an Incentive in the event the Verified Savings does not equal at least 90% of the lesser between the Application Savings, Study Savings, or Viable Savings.

3.2.e Project shall not be eligible for an Incentive in the event energy savings result from incorporation of energy conservation measures not identified in the Study.

3.2.f RCx Incentives are not eligible for any DP&L bonuses, including but not limited to Dayton Regional Green, Bring Your Green, and individual measure promotions.

3.2.g In the event a measure identified through the Study (a) qualifies for an Incentive other than the RCx offering (i.e. Rapid Rebates or a Custom Incentive), and (b) Customer chooses to implement the measure, the Incentive application for that measure shall be managed through the relevant non-RCx Incentive application process and shall not be eligible for a RCx Incentive, unless otherwise approved by DP&L.

3.3 Sample Incentive Disbursement

3.3.a Office building, 90,000 square feet which DOES identify savings in Study that are at least 90% of the savings goal stated in the Incentive application, and M&V savings are within an acceptable margin of error from savings identified in the Study for Viable Measures:

STUDY INCENTIVE

Application Savings (goal): 173,000 kWh

Study Cost: \$9,000

Project Cost Ratio: \$0.052/kWh

Study Savings: 240,000 kWh (greater than 90% of Application Savings)

At completion of the Study:

DP&L pays Study Provider \$5,400 (60% of total Study Cost)

Customer pays Study Provider \$1,800 (20% of total Study Cost)

CUSTOMER INCENTIVE

Application Savings: 173,000 kWh

Verified Savings: 260,000 kWh (greater than 90% of Application Savings)

Cost of Viable Measure Implementation: \$40,000

Final Study Cost: \$9,000

At completion of M&V:

DP&L pays Study Provider \$1,800 (20% of Final Study Cost)

DP&L pays Customer \$0.04/kWh (implementation duration >8 weeks, <12 weeks) of Verified Savings = \$10,400

DP&L pays Customer \$0.06/kWh (implementation duration >4weeks, <8 weeks) of Verified Savings = \$15,600

DP&L pays Customer \$0.08/kWh (implementation duration <4 weeks) of Verified Savings = \$20,800

3.3.b. Office building, 90,000 square feet which does NOT identify savings in Study that are at least 90% of savings stated goal as stated in Incentive application:

STUDY INCENTIVE

Application Savings (goal): 173,000 kWh

Study Cost: \$9,000

Project Cost Ratio: \$0.052/kWh

Study Savings: 150,000 kWh (less than 90% of Application Savings)

At completion of the Study:

RCx Staff establishes Adjusted Study Cost at \$7,800, based upon Project Cost Ratio multiplied by Study Savings

DP&L pays Study Provider \$4,680 (60% of Adjusted Study Cost)

Customer pays Study Provider \$1,560 (20% of Adjusted Study Cost)

CUSTOMER INCENTIVE

Study Savings: 150,000 kWh (lesser of Application Savings and Study Savings)

Verified Savings: 154,000 kWh

Cost of Viable Measures implementation: \$35,000

Final Study Cost: \$7,800

At completion of M&V:

DP&L pays Study Provider \$1,560 (20% of Final Study Cost)

DP&L pays Customer \$0.04/kWh (implementation duration >8 weeks, <12 weeks) of Verified Savings = \$6,160

DP&L pays Customer \$0.06/kWh (implementation duration >4weeks, <8 weeks) of Verified Savings = \$9,240

DP&L pays Customer \$0.08/kWh (implementation duration <4 weeks) of Verified Savings = \$12,320

4. Facility Access and Onsite Investigation

4.1 In support of the Study and M&V, Customer agrees to provide RCx Staff and Study Provider access to the facility and its building control system(s), including, but not limited to:

4.1.a Electricity and natural gas utility account numbers and historical usage and demand data.

4.1.b Building drawings, equipment manuals, and other similar information.

4.1.c Physical access to the Project facility, including the ability to view building control systems and all relevant equipment.

4.1.d Opportunity to interview operations staff related to building systems operational patterns and history.

5. Measurement & Verification Requirements

5.1 M&V will primarily utilize trend data gathered from the building energy management system in order to confirm the energy conservation measure calculation assumptions utilized in the Study. Trend data must be collected by the Study Provider prior to any energy saving measure implementation to establish a baseline condition. Study Provider will be responsible for determining which data points will be collected and for how long the data will be collected, as well as setting up all necessary trends, during the Study. A minimum of two weeks of trend data is required if the associated data point is used to complete energy conservation measure savings calculations.

5.2 Study Provider shall provide all trend data used to estimate savings in the Study Report to RCx Staff as an appendix to the Study Report for use during M&V. A minimum of 30 days of trend data is required for M&V. This will include the same data points as collected during the Study. This data will be analyzed by RCx Staff to estimate energy savings.

5.3 If trend data is not available, clamp-on style amperage meters shall be utilized to measure all applicable end-use electricity consumption during both the Study and M&V. It is the responsibility of Study Provider to install and remove all clamp-on style meters to confirm operational patterns and electric demand to support energy conservation measure calculations used in the Study Report. The Study Provider is expected to share all data used in the Study with RCx Staff for use during M&V, providing detailed documentation and photographs of locations of meter installation and circuits recorded by each meter. A minimum of two weeks of trend data shall be collected as part of the Study. DP&L will then coordinate with Customer to install equivalent meters in the same locations after the implementation period has concluded to evaluate the measures implemented. This data will be collected for a minimum of 30 days. RCx Staff will utilize the data collected during M&V to estimate savings.

5.4 In the event trend data is not available and it is unreasonable to utilize clamp-on style metering for individual pieces of equipment, Study Provider must provide a detailed M&V plan for review and approval by RCx Staff prior to beginning the Study.

5.5 The collected data will be utilized to calculate Verified Savings, which will be utilized to determine final Study Provider Study Incentive and Customer Incentive amounts. All savings calculations will be based on the Ohio Technical Reference Manual, standard industry equations, and tools and methods internal to RCx Staff. Electricity savings will be extrapolated to determine annual savings. The calculation process will include normalizing the data to account for differences in weather, occupancy, or operation between the Study and M&V periods. The calculations will include using actual degree days as publicly available from the Wright Brothers Airport weather station (station ID: KFFO).