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3  
4 CITY OF CUYAHOGA FALLS, OHIO

5  
6 ORDINANCE NO 14 - 2014  
7

8 AUTHORIZING THE EXECUTION OF  
9 PARTICIPATING MEMBER SCHEDULE WITH  
10 AMERICAN MUNICIPAL POWER, INC. ("AMP")  
11 TO ENROLL IN THE AMP-ENERWISE DEMAND  
12 RESPONSE AND 1 CP PILOT PROGRAMS, AND  
13 DECLARING AN EMERGENCY.  
14

15  
16 WHEREAS, the City of Cuyahoga Falls (the "City") is a political  
17 subdivision organized and existing pursuant to the laws of the State of  
18 Ohio which owns and operates an electric utility system for the sale of  
19 electric power and associated energy for the benefit of its citizens and  
20 customers; and  
21

22 WHEREAS, in order to satisfy the electric power (capacity) and  
23 energy requirements of its electric utility system, the City has heretofore  
24 purchased economical and reliable power and energy from AMP, an Ohio  
25 non-profit corporation, of which the City is a member, or has heretofore  
26 purchased power arranged by AMP; and  
27

28 WHEREAS, the City, acting individually and, along with other  
29 municipalities which own and operate electric utility systems, jointly  
30 through AMP, endeavors to arrange for reliable, reasonably priced  
31 supplies of electric power and energy for ultimate delivery to its  
32 customers; and  
33

34 WHEREAS, City has executed a Master Services Agreement with  
35 AMP which sets forth the general terms and conditions for the provision  
36 of power supply and other services by AMP to the City; and  
37

38 WHEREAS, City is the relevant electric retail regulatory authority  
39 ("RERRA") over its own distribution systems and may designate AMP as  
40 an authorized designee in order for City to participate in the Demand  
41 Response (DR) Program to assist the grid during emergency conditions  
42 while receiving capacity payments and achieving transmission savings  
43 pursuant to the terms and conditions as set forth herein;  
44

45 WHEREAS, City desires to participate in the 1 coincidental peak (1  
46 CP) peak shaving program ("1 CP Program") to achieve transmission  
47 savings pursuant to the terms and conditions as set forth herein;  
48

49 WHEREAS, AMP, has prepared and delivered to the City the form  
50 of a Participating Member Schedule, pursuant to which the City may  
51 enroll in the DR and 1 CP Programs; and  
52

53 WHEREAS, AMP has provided and will continue to provide  
54 appropriate personnel and information regarding the DR and 1 CP  
55 Programs to enable the City to evaluate the benefits and risks of the  
56 Programs, to take all necessary actions in furtherance of the same; and  
57

58 WHEREAS, in recognition of the unique nature of the Programs  
59 described herein, any competitive bidding requirement that might  
60 otherwise be applicable to the City for the participation in the Programs  
61 authorized by this Ordinance, should be waived; and  
62

63 NOW THEREFORE, BE IT ORDAINED by the Council of the City of  
64 Cuyahoga Falls, County of Summit and State of Ohio, that:  
65

66 Section 1. The form of the Participating Member Schedule between  
67 this City and AMP, substantially in the form attached hereto as Exhibit  
68 1, is approved, subject to and with any and all changes provided therein.  
69

70 Section 2. The Mayor or the Director of Public Service are hereby  
71 authorized to execute the Participating Member Schedule and to enroll in  
72 the DR and 1 CP Programs with AMP, and are further authorized to  
73 execute and deliver any and all documents necessary to participate in  
74 the DR and 1 CP Programs, pursuant to the conditions set forth herein  
75 for a term of one year, as set forth in the Participating Member Schedule.  
76

77 Section 3. To the extent not already so designated, the City hereby  
78 designates AMP as an authorized designee permitted to serve as a  
79 curtailment services provider ("CSP"), either directly or through an agent,  
80 in the City's electric service area.  
81

82 Section 4. Competitive bidding for the City's participation in the  
83 DR or 1 CP Programs, are hereby waived.  
84

85 Section 5. Any other ordinances or resolutions or portions of  
86 ordinances and resolutions inconsistent herewith are hereby repealed,  
87 but any ordinances and resolutions not inconsistent herewith and which  
88 have not previously been repealed are hereby ratified and confirmed.  
89

90            Section 6. It is found and determined that all formal actions of  
91 this Council concerning and relating to the adoption of this ordinance  
92 were adopted in an open meeting of this Council, and that all  
93 deliberations of this Council and of any of its committees that resulted in  
94 such formal action, were in meetings open to the public, in compliance  
95 with all legal requirements, to the extent applicable, including Chapter  
96 107 of the Codified Ordinances.

97  
98            Section 7. This ordinance is hereby declared to be an emergency  
99 measure necessary for the preservation of the public peace, health,  
100 safety, convenience and welfare of the City of Cuyahoga Falls and the  
101 inhabitants thereof, for the reason that it is immediately necessary to  
102 permit timely and appropriate development of this property, and provided  
103 it receives the affirmative vote of two thirds of the members elected or  
104 appointed to Council, it shall take effect and be in force immediately  
105 upon its passage and approval by the Mayor; otherwise it shall take effect  
106 and be in force at the earliest period allowed by law.

107  
108  
109 Passed: 2/24/2014

Mary Ellen Pyke  
President of Council

110  
111  
112  
113  
114  
115 Approved: 2-26-14

David Quinn  
Clerk of Council

[Signature]  
Mayor

116  
117  
118 2/10/14

Exhibit 1

AMP-ENERWISE DEMAND RESPONSE AND 1 CP PILOT PROGRAMS

PARTICIPATING MEMBER SCHEDULE

AMP CONTRACT NO. C- [REDACTED]

A Schedule to American Municipal Power, Inc.,

and

[Member Name]

Master Service Agreement No. C-[REDACTED]

This Participating Member Schedule (the "Schedule") between American Municipal Power, Inc. ("AMP") and the [REDACTED] of [REDACTED] (the "Participating Member") has been agreed upon as of [REDACTED], 2014 (the "Effective Date"). This Schedule is a schedule under the Master Services Agreement referenced above ("MSA") the terms and conditions of which shall apply to all transactions hereunder unless specifically set forth to the contrary herein.

Recitals

WHEREAS, AMP is a nonprofit Ohio corporation organized, *inter alia*, to own and operate facilities, or to otherwise provide for the generation, transmission or distribution of electric power and energy, and to furnish technical services on a cooperative nonprofit basis for the mutual benefit of its Members;

WHEREAS, the Participating Member and AMP collectively ("Parties") have entered into a Master Service Agreement dated [REDACTED] ("Agreement") under which certain services may be provided under schedules thereto;

WHEREAS, AMP has worked with Comverge, Inc., d/b/a/ Enerwise Global Technologies Inc., (hereinafter "Enerwise" or "CSP"), a qualified Curtailment Service

Provider who seeks to work in conjunction with AMP and AMP Members to provide marketing, sales, registration and program management to develop a Demand Response Pilot Program ("DR Program") and to provide an opportunity for the commercial and industrial retail customers of Member to participate in the PJM demand response programs;

WHEREAS, Participating Member is a political subdivision that owns and operates a municipal electric system and is the relevant electric retail regulatory authority ("RERRA") over its own distribution system;

WHEREAS, as the RERRA, Participating Member has designated, or will designate AMP as an authorized designee and desires to participate in the Demand Response Program and the 1 CP Program to assist the grid during emergency conditions while receiving capacity payments and achieving transmission savings pursuant to the terms and conditions as set forth herein;

WHEREAS, Participating Member desires to participate in the 1 coincidental peak (1 CP) peak shaving program ("1 CP Program") to achieve transmission savings pursuant to the terms and conditions as set forth herein; and,

NOW, THEREFORE, in consideration of the conditions, terms and covenants hereinafter contained, the Parties hereto do hereby mutually agree as follows:

**ARTICLE I**  
**DEFINITIONS**

Terms referenced herein but not specifically defined shall be in accordance with the PJM Interconnection, LLC's ("PJM") Open Access Transmission Tariff, the PJM

Operating Agreement, the PJM Business Practice Manuals, and any other PJM requirements.

**Coincident Peak.** The hour of the highest load for a PJM zone. Also referred to as 1 CP (1 coincident peak).

**Curtailed Load.** That portion of a Municipality's load that Municipality or Participant is willing to curtail during PJM called emergencies and tests.

**Customer.** A commercial, industrial or municipal end user.

**Demand Response Resource.** A resource with a demonstrated capability to provide a reduction in demand through load control or behind the meter generation.

**ELRP.** PJM's Emergency Load Response Program, as defined by the PJM tariff, manuals and other governing documents, designed to provide a method by which end-use customers may be compensated by PJM for reducing load during an emergency event. The ELRP may include the Capacity Only Option, defined as Demand Response Resources that receive only a capacity payment for reductions; the Energy Only Option, defined as Demand Response Resources that receive only an energy payment for reductions; or the Full Emergency Load Response option, defined as Demand Response Resources that receive both an energy payment for reductions and a capacity payment. The ELRP does not include PJM's Economic Load Response, which enables Demand Response Resources to respond to PJM energy, synchronized reserve, and/or day-ahead scheduling reserve prices by reducing consumption and receiving a payment for the reduction or following PJM signals to reduce or increase load if providing regulation services.

**PLC.** Peak Load Contribution is a customer's contribution to a zone's normalized peak load as estimated by the zone's Electric Distribution Company to determine a Load Serving Entity's obligation peak load.

**PJM.** PJM Interconnection LLC, a Regional Transmission Organization.

**RTO.** The pertinent Regional Transmission Organization, which may include, but is not limited to PJM and MISO.

## **ARTICLE II** **PROGRAM DESCRIPTIONS**

SECTION 2.1 - DR PROGRAM DESCRIPTION: This DR Program relies on CSP, in coordination with AMP and Participating Member to enroll Participating Member's retail customers in the PJM demand response programs. Enrollment in this DR Program imposes market obligations on Participating Member's retail customers such as curtailing electricity when called by PJM. The PJM Emergency Capacity Market program requires the submission of 15-minute interval data, which can be collected either from utility metering or CSP shadow metering that will provide daily data for expediting settlements. CSP can provide the necessary metering hardware, integration, and installation to meet the 15-minute requirements, under a separate project authorization, and the cost of the metering can be collected from the Customer's share of the demand response revenue until the metering installation expenses are paid in full. Additionally, pursuant to the current PJM DR programs, in order to be eligible for the Emergency Capacity Market Demand Response Program: 1) the Customer's interruptible load must be available to be curtailed for up to 10 events per year during the months of June through September; and, 2) the load curtailment must be able to be implemented within two hours of notification of a PJM-initiated load management event.

Each capacity event could last a maximum of 6 hours each, between the hours of 12:00 pm and 8:00 pm., Monday through Friday (excluding holidays). If PJM-initiated capacity events are not called, test events will be called as explained below. Compensation for capacity curtailments is in the form of a monthly payment for the MW load reduction capacity provided by Customer. This monthly payment is provided even if no capacity events are called in a given month. During PJM-initiated

capacity events (emergency events) Customer may also be compensated with an energy payment calculated from the actual MW load reduction achieved by Customer during each hour of the capacity event.

For a PJM-initiated curtailment event, under compliance will result in a forfeiture of the annual projected revenues, based on full compliance, commensurate with the missed curtailment amount, but is capped at the total expected annual capacity revenue amount. Therefore, there is not an "out of pocket" payment related to an actual PJM-initiated event curtailment shortfall. The effect of the PJM-event under compliance is that Customer forfeits 100% of the annual revenue commensurate with the MW shortfall, with the worst case scenario being that no revenue is earned by the Customer.

If PJM has not called any actual emergency events by August 15 each year, a test event becomes mandatory. For test events, CSP is required to perform a load reduction capacity test in each PJM zone during the same hours an actual event would be called. All Customers participating in a given PJM zone must test at the same time, which CSP will choose, taking into consideration among other factors, CSP forecasting, planning and operations personnel. If the total load reduction achieved in the PJM zone from all test event participants is less than the total committed load reduction, and a re-test is allowed by PJM, CSP may require individual customers to be re-tested. In the event a Customer's actual MW load reduction during a CSP-initiated load reduction capacity test or re-test falls short of the committed capacity value, PJM Test Event Failure Penalties will be assessed on the Customer. Note that any actual PJM capacity event, whether called before or after a test event, nullifies the Test Event, and no Test



Event Failure Penalty would apply. The effect of this Test Event Failure Penalty is that Customer forfeits 100% of the annual revenue on the MW shortfall, plus an additional 20%. (Customer is responsible for 100% of any Test Event Failure Penalty that is assessed.) In order to ensure payment of the Test Event Failure Penalty Enerwisemay (i) net any payments otherwise owed to Customer through any other PJM program, or (ii) require financial security by Customer, which Customer shall post within a reasonable timeframe.

SECTION 2.2 - 1 CP PROGRAM DESCRIPTION: By enrolling in the DR Program, Participating Member is automatically enrolled in the 1 CP Program. The purpose of the 1 CP Program is to incentivize customers to curtail load during Participating Member-initiated events. Participating Member events are different than PJM events. Participating Member's retail customer rates include a transmission cost component. Participating Member's transmission costs are determined by evaluating Participating Member's peak load during their PJM Zone's top peak load hour. Thus, Customers that can reduce demand for electricity during the summer peaks can achieve savings in Participating Member's transmission charges the following year. As it is also in Participating Member's interest to reduce this cost as much as feasibly possible, this 1 CP Program shares the savings achieved directly with the customers in order to provide a strong incentive for customers with some flexibility in their operations to engage in this 1 CP Program.

Participating Member should expect to call peak shaving events 3-5 times with a total limitation of events (Participating Member and PJM Emergency Events) of 70

hours. There will be no test event for the Participating Member 1 CP Program incentive. Customer will then receive a portion of the transmission savings achieved through Customer's curtailment, or an amount otherwise negotiated with the Participating Member. However, there is no penalty for failing to curtail during the 1 CP events. If the Customer fails to curtail, there are simply no transmission savings to share. There are no upfront or other fees required for 1 CP Program enrollment.

### **ARTICLE III TERM AND TERMINATION**

Section 3.1 - TERM: Subject to the conditions contained herein, this Schedule shall be for a term beginning on January 1, 2014 and ending May 31, 2015. This Schedule will continue for successive one-year terms thereafter unless either Party provides written notice of termination to the other Party not less than six (6) months prior to the expiration of the current term, provided that the AMP-Enerwise DR Program has continued. If the AMP-Enerwise DR Program is terminated, this contract shall automatically terminate as well.

Section 3.2 - TERMINATION: Either Party may terminate this Schedule immediately if the ELRP is materially altered, suspended or ended. Notwithstanding the foregoing, in the event that capacity is not available in the DR Program for a given period, AMP shall notify Participating Member and AMP and Participating Member shall jointly determine whether CSP may reduce a Participating Member's participation and/or terminate this Schedule. Additionally, either Party may terminate this Schedule, with or without cause, by providing to the other Party not less than one hundred eighty

(180) days' prior written notice of such termination; provided, however, that if any Party terminates this Schedule pursuant to this Section, such termination shall not affect or excuse the performance of any Party under any provision of this Schedule that by its terms survives such termination.

#### **ARTICLE IV** **PAYMENT**

Section 4.1 - DR PROGRAM PAYMENT BREAKDOWN: For the Emergency Capacity Market settlement associated with a Customer site curtailment commitment related to a Base Residual Auction ("BRA"), CSP will divide the total aggregated amount as follows: (1) pay AMP 10% (half of which will be shared with the AMP Participating Member); (2) pay the Customer 60%; and 3) retain 30% for CSP. For the Emergency Capacity Market settlement amount associated with the site curtailment commitment related to an Incremental Auction ("IA"), CSP will divide the total aggregated amount of the Emergency Capacity Market settlement amount as follows: 1) pay AMP 10% (half of which will be shared with the AMP Participating Member); (2) pay the Customer 70%; and 3) retain 20% for CSP. For the Emergency Energy Market settlement associated with the Customer site curtailment, CSP will divide the total aggregated amount of the Emergency Energy Market settlement amount as follows: (1) pay the Customer 80%; and (2) retain 20% for CSP. Any failure penalty imposed by PJM shall be subtracted from the payment amount on a *pro rata* basis. CSP will pay AMP and the Customers directly. Participating Member credits will be based upon registrations within the member's municipal electric system. AMP will provide credits to Participating Members

on the Member's bill. The initial credit will cover the first four (4) months of the delivery year, and will be distributed to Participating Member after the capacity registration compliance has been calculated.

Section 4.2 -DR PAYMENT VALUE: Compensation for RPM is in the form of a monthly payment for the MW load reduction capacity provided by Customer. This monthly payment is provided even if no capacity events are called in a given month. During RTO-initiated capacity events (emergency events) Customer may also be compensated with an energy payment calculated from the actual MW load reduction achieved by Customer during each hour of the capacity event.

For the 2014-2015 program, which will run from June 1, 2014 through May 31, 2015, the value for the RPM Capacity Market will be \$125.47 per megawatt-day, or \$45,796 per megawatt-year.

Section 4.3 -1 CP PROGRAM PAYMENT: When Customers comply with Participating Member-initiated events, Customer will then receive 50% of the transmission savings achieved through Customer's curtailment, or an amount otherwise negotiated with the Participating Member. Customers will receive (1) check in the amount of their determined incentive by May 2015, or will receive a credit to their bill from Participating Member. Participating Members may choose to supply the credit in one lump sum for the year, or may apply a credit equally for 12 months. However, there is no penalty for failing to curtail during the 1 CP events. If the Customer fails to curtail, there are simply no transmission savings to share.

**ARTICLE V**  
**SCOPE OF WORK**

Section 5.1 - CSP OBLIGATIONS: CSP shall be responsible for all activities, perform all duties and furnish all necessary resources (except as otherwise provided herein) to successfully participate in the PJM ELRP and to provide the services for this DR Program. Changes to the CSP's Scope of Work, set forth in Appendix A hereto, may be made only by mutual written agreement of both AMP and CSP.

Section 5.2 - PARTICIPATING MEMBER OBLIGATIONS: Participating Member's obligations will include, but are not limited to, the following:

- a. To the extent not already done, in order to participate in this DR Program, Participating Member must designate AMP as an authorized designee to provide curtailment services to and within Participating Member's service area.
- b. Advise AMP and/or CSP of Customers who are likely to participate.
- c. Promptly review all marketing and sales material, and provide feedback and any necessary approvals.
- d. Enter into AMP-approved contracts with CSP and Customers for participation in the Programs.
- e. Schedule, participate in and lead sales calls, which may be scheduled by AMP. Alternatively Participating Member may request that AMP or CSP schedule and lead sales calls with Customers, AMP and Participating Member. Provide follow-up contact and respond to Customer inquiries within a reasonable amount of time.
- f. Communicate information requested by AMP in order to monitor, verify or assist with the 1 CP Program, 1 CP peak shaving events, the DR Program, PJM emergency or test events or any other data or information as requested by AMP.

- g. Provide regular progress reports to AMP and attend meetings via conference call on a mutually agreed upon schedule. Participating Member shall work cooperatively with AMP to develop appropriate formats for the Program's required reports under this Schedule.

**ARTICLE VI  
MISCELLANEOUS PROVISIONS**

Section 6.1 -AMENDMENT: No changes, modifications, amendments or extensions in the terms and conditions of this Schedule shall be effective unless reduced to writing and signed by the duly authorized representatives of AMP and Participating Member.

Section 6.2 -NOTICE: Transmittals of formal notifications, requests, reports or other formal documents required by this Schedule, to be effective, shall be addressed to the respective persons as follows:

Participating Member: <<Name>>  
<<Position>>  
<<Address 1>>  
<<Address 2>>  
<<Phone>>  
<<E-mail>>

AMP                      Alice Wolfe  
Assistant Vice President of Power Supply Planning  
and Alternative Generation  
American Municipal Power, Inc.  
1111 Schrock Rd., Suite 100,  
Columbus, OH 43229  
(614) 540-6389  
Email: awolfe@amppartners.org

Copies To:  
Lisa McAlister  
Deputy General Counsel

American Municipal Power, Inc.  
1111 Schrock Road, Suite 100  
Columbus, Ohio 43229  
(614) 540-6400  
Email: lmcaster@amppartners.org

Parties may change their contact person(s) at any time upon written notice.

Section 6.3- INDEMNIFICATION: Participating Member shall hold harmless, indemnify and defend AMP, Members, and their officers, directors, agents and employees against all claims or suits arising in whole or in part from any act or omission of AMP or any agent or subcontractor of AMP in performing work under this Schedule.

Section 6.4 -RECORDS AVAILABLE FOR AUDIT AND INSPECTION: Participating Member shall make all records, books, documents, data systems, accounting records and other evidence relating to this Schedule, available at reasonable times during the period of this Schedule and for seven (7) years thereafter for inspection by AMP, Members or any other authorized representative of AMP. Storage of electronic images of documents shall comply with the requirements of this Paragraph. If any litigation, claim, or audit is started before the expiration of the seven (7) year period, all of the records shall be retained until all litigation, claims or audit finding involving the records has been resolved.

Section 6.5 -OWNERSHIP OF DATA: All data obtained by AMP in the course of performing the duties outlined in this Schedule shall be the property of AMP or the Municipality and shall be made available to AMP (and its designated representatives) for the oversight of this Schedule at all reasonable times.

IN WITNESS HEREOF, the Parties execute this Schedule on this \_\_\_\_ day of \_\_\_\_\_, 2014.

AMERICAN MUNICIPAL POWER, INC. \_\_\_\_\_ of \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Signature: DRAFT ONLY

Name: Marc S. Gerken, P.E., President/CEO Name: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
John W. Bentine  
Senior Vice President & General Counsel

DRAFT



**APPENDIX A  
SCOPE OF CSP's WORK**

CSP's obligations will include, but are not limited to, the following:

- a. Provide AMP with regular updates on available capacity. In the event that capacity is not available in any of the programs in which a Customer is enrolled for any given period, CSP shall immediately notify AMP and provide a list of Customers enrolled and the duration of enrollment for which there is not capacity available.
- b. Advise Participating Members on identifying Customers who are likely to participate.
- c. Prepare marketing and sales material, and draft Customer contracts in coordination with and subject to final approval by AMP.
- d. Enter into AMP-approved contracts with Customers and Participating Member for participation in the Program.
- e. Participate and lead sales calls scheduled by the Participating Member, or scheduled by AMP if requested by the Participating Member. At Participating Member's request, schedule and lead sales calls with Customers, potential customers, AMP and Participating Member. Provide follow-up contact and respond to Customer and potential customer inquiries within a reasonable amount of time.
- f. Maintain a complete list of Customers and Customer contact information for notification and provide to AMP in MS Excel format for Participating Member/AMP use. Provide periodic updates to the Customer list as necessary.
- g. Advise Participating Member on determining retail Customer peak load contribution, as necessary.
- h. Assist Customers with identifying and maximizing potential KWs eligible for participation in the Program. CSP shall work with Customers to determine and confirm available qualifying load. This shall include, but not be limited to: determining the annual load profile of Customer's site using

interval data and utility bills; developing a baseline of current energy expenditures as a benchmark for optimization; gathering load curtailment and shedding capabilities and restrictions for each; conducting a final review of ELRP programs available to Customer; and, providing a report of the estimated economic benefit to Customer.

- i. Work with Customer to establish Customer bid strategy and the level of desired participation as required.
- j. Assist Customers with identifying environmental permits required to demonstrate eligibility for the program.
- k. Advise Participating Member and Customers on metering requirements. Provide metering, as needed, and provide AMP and Participating with access to the meter data.
- l. Register Customers' qualifying load into the ELRP through PJM's eLRS system.
- m. Provide a summary of operational details to Customers and begin performance of routine remote generator and load checks to assure readiness as required.
- n. For events: Provide notification of emergency events to affected Participants. Gather and submit meter data to PJM. Assist Participants with identifying if curtailment was sufficient. Notify AMP and Participant at the conclusion of each event. Provide settlement information to RTO. Calculate and provide estimated earnings for participation to AMP and Participant.
- o. For tests: Conduct system tests, as appropriate. Provide advance notification of schedule to Customers. Gather and submit meter data to PJM. Assist Customers with identifying if curtailment was sufficient. Notify AMP and Customer at the conclusion of each test. Provide settlement information to RTO. Calculate and provide estimated earnings for participation to AMP and Customer.
- p. Calculate and disburse settlement funds to AMP for Customer participation as outlined herein.

- q. AMP intends to conduct a 1 coincidental peak (1 CP) peak shaving program ("AMP 1 CP Program") in coordination with this Program. Customers who contract with CSP for this demand response Program will be required to participate in the 1 CP Program as well, with the exclusion of back-up generators fueled by diesel. CSP will be responsible for communicating the 1 CP peak shaving events to Customers as requested by AMP.
- r. Monitor changes in PJM requirements. Provide regular updates to Customers, Participating Members and AMP.
- s. Provide regular progress reports to AMP and attend meetings via conference call on a mutually agreed upon schedule. CSP shall work cooperatively with AMP to develop appropriate formats for the Program's required reports under this Schedule.
- t. Provide responses to Customer, Participating Member, and/or AMP questions within a reasonable time period.
- u. Participate in an annual end-of-season meeting to evaluate program performance and identify future improvements. Provide annual report for AMP Board of Trustees.
- v. CSP is prohibited from marketing to retail Customers in AMP Member communities who are not subscribed to the Program.

For the entire term of this Schedule, CSP shall coordinate its performance as appropriate, or as directed by AMP, with the Participating Members and Customers.