

SPONSOR *Kitchin/Jones*

RESOLUTION NO. 31-14

A RESOLUTION AUTHORIZING THE EXECUTION OF PARTICIPATING MEMBER SCHEDULE WITH AMERICAN MUNICIPAL POWER, INC. ("AMP") TO ENROLL IN THE AMP-ENERWISE DEMAND RESPONSE AND 1 CP PILOT PROGRAMS

WHEREAS, the City of Jackson, Ohio (the "Municipality") is a political subdivision organized and existing pursuant to the laws of the State of Ohio, which owns and operates an electric utility system for the sale of electric power and associated energy for the benefit of its citizens and customers; and

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

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

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

WHEREAS, Municipality is the relevant electric retail regulatory authority ("RERRA") over its own distribution systems and may designate AMP as an authorized designee in order for Municipality to participate in the Demand Response ("DR") 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, Municipality 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;

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

WHEREAS, AMP has provided and will continue to provide appropriate personnel and information regarding the DR and 1 CP Programs to enable the Municipality to evaluate the benefits and risks of the Programs, to take actions contemplated by the Resolution hereinafter set forth and to determine that the same are in the public interest; and

WHEREAS, in recognition of the unique nature of the Programs described herein, competitive bidding is not required on the Municipality's participation therein, however, any competitive bidding requirement that might otherwise be applicable for the participation in the Programs authorized by this Resolution, should be waived; and

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF JACKSON, OHIO.

SECTION 1. That the form of the Participating Member Schedule between this Municipality and AMP, substantially in the form attached hereto as Exhibit 1, is approved, subject to and with any and all changes provided for herein and therein.

SECTION 2. That the Mayor or his designee are hereby authorized to execute the Participating Member Schedule and to enroll in the DR and 1 CP Programs with AMP, and is further authorized to execute and deliver any and all documents necessary to participate in the DR and 1 CP Programs, pursuant to the conditions set forth herein, as set forth in the Participating Member Schedule.

SECTION 3. That, to the extent not already so designated, the Municipality hereby designates AMP as an authorized designee permitted to serve as a curtailment services provider ("CSP"), either directly or through an agent, in the Municipality's electric service area.

SECTION 4. That competitive bidding is not required on the Municipality's participation in the DR or 1 CP Programs, and in the event any competitive bidding requirements are applicable, any such competitive bidding requirement that might otherwise be applicable, are hereby waived.

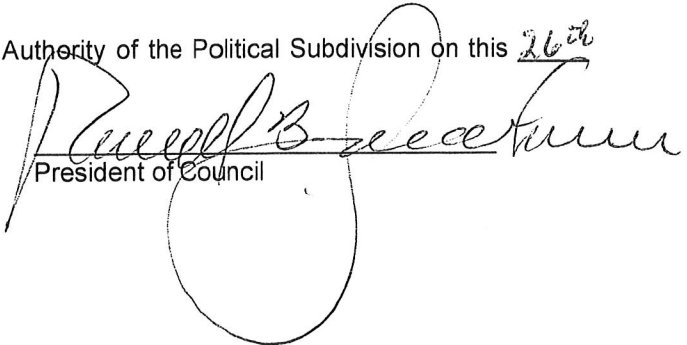
SECTION 5. That is it found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of a quorum of the Council, and that all deliberations of this Council and of any its committees that resulted in such formal action, were held in meetings open to the public, in compliance with all legal requirements.

SECTION 6. If any section, subsection, paragraph, clause or provision or any part thereof of this Resolution shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Resolution shall be unaffected by such adjudication and all the remaining provisions of this Resolution shall remain in full force and effect as though such section, subsection, paragraph, clause or provision or any part thereof so adjudicated to be invalid had not, to the extent of such invalidity, been included herein.

SECTION 7. That this Resolution shall take effect at the earliest date allowed by law.

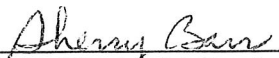
SECTION 8. That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were taken in conformance with applicable open meetings laws and that all deliberations of this Council and of any committees that resulted in those formal actions were in compliance with all legal requirements including any applicable open meetings requirements.

PASSED AND ADOPTED by the Legislative Authority of the Political Subdivision on this 26th
day of January, 2014.2015




President of Council

ATTEST:



Clerk of the Legislative Authority

Approved this 26th day of January, 2014.2015


Mayor

AMP-ENERWISE DEMAND RESPONSE AND 1 CP PILOT PROGRAMS
PARTICIPATING MEMBER SCHEDULE
AMP CONTRACT NO. _____
A Schedule to American Municipal Power, Inc.,
and
The City of Jackson, Ohio
Master Service Agreement No. C-_____

This Participating Member Schedule (the "Schedule") between American Municipal Power, Inc. ("AMP") and the City of Jackson, Ohio (the "Participating Member") has been agreed upon as of _____, 2015 (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 June 8, 2005 ("Agreement") under which certain services may be provided under schedules thereto;

WHEREAS, AMP has worked with Enerwise Global Technologies Inc., d/b/a/ CPower (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).

Curtable 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 (inclusive of the Pre-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 a pre-emergency or an emergency event. The ELRP may include the Capacity Only Option, defined as Demand Response Resources that receive only a capacity 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 may also include PJM's Economic Load Response program for synchronized reserve and regulation. These markets enable Demand Response Resources to respond to PJM regulation, 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. However, registrations for PJM's Economic Load Response for Energy are explicitly prohibited.

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, there are three products from which customers can choose depending on eligibility:

- 1) Limited DR – Limited DR is available for interruption for at least 10 times during the summer period of June through September in the Delivery Year, and will be capable of maintaining each such interruption for at least a 6-hour duration. At a minimum, the Limited Demand Resource shall be available for such interruptions on weekdays, other than holidays, from 12:00PM (noon) to 8:00PM Eastern Prevailing Time.
- 2) Extended Summer DR – Extended Summer DR is available for an unlimited number of interruptions during an extended summer period of June through October and the following May, and will be capable of maintaining each such interruption for at least a 10-hour duration between the hours of 10:00AM to 10:00PM Eastern Prevailing Time.
- 3) Annual DR – Annual DR is available for an unlimited number of interruptions during the Delivery Year, and will be capable of maintaining each such interruption for at least a 10-hour duration between the hours of 10:00AM to 10:00PM Eastern Prevailing Time for the months of June through October and

the following May, and 6:00AM through 9:00PM Eastern Prevailing Time for the months of November through April unless there is PJM-approved maintenance outage during October through April.

In addition, in order to be eligible for the Emergency Capacity Market Demand Response Program the load curtailment must be able to be implemented within thirty minutes (30 minutes) of notification of a PJM-initiated load management event.

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.

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 Enerwise may (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.

After PJM determines the days and hours of the transmission peaks, AMP will share the day and time with the Participating Member. Participating Member may, but is not required to, submit the Customer's meter data to AMP for load reduction analysis. If requested to do so by the Participating Member, AMP will provide the Participating Member its transmission both with and without the achieved level of load reduction in order for the Participating Member to ensure appropriate revenue collection from across its customer base and revenue distribution to the Customers as agreed upon in the Member-Customer contract.

ARTICLE III

TERM AND TERMINATION

Section 3.1 - TERM: Subject to the conditions contained herein, this Schedule shall be for a term beginning on June 1, 2015 and ending May 31, 2017. 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: If the ELRP is materially altered, suspended or ended, the Parties may negotiate in good faith to amend this Agreement to comply with new program rules while maintaining the original intent of the Parties. In the event that the Parties are unable to reach consensus on an Agreement amendment, 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.

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 of the year following the Delivery Year, 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

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: lmcAlister@amppartners.org

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

Section 6.3 - 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 6.4 - 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 March, 2014.

AMERICAN MUNICIPAL POWER, INC.

CITY OF JACKSON, OHIO

Date: _____

Date: _____

Signature: _____

Signature: _____

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

Name: _____

APPROVED AS TO FORM:

By: _____

John W. Bentine
Senior Vice President & General Counsel

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 and on the best product type (limited, summer or annual) for that Customer. 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.