
THE VILLAGE OF BLOOMINGDALE

DUPAGE COUNTY, ILLINOIS

RESOLUTION

NUMBER 2019-R-12

**A RESOLUTION AUTHORIZING AND APPROVING AN
ENERGY MANAGEMENT AGREEMENT BETWEEN THE
VILLAGE OF BLOOMINGDALE, DUPAGE COUNTY,
ILLINOIS AND NRG ENERGY, INC.**

Franco A. Coladipietro, Village President
Jane E. Michelotti, Village Clerk

Vince Ackerman
William Belmonte
Bill Bolen
Frank Bucaro
Patrick Shannon
Judi Von Huben

Village Board

Published in pamphlet form by authority of the
President and the Board of Trustees of the Village of Bloomingdale
On this the 25th day of February, 2019

RESOLUTION NO. 2019-R-12

A RESOLUTION AUTHORIZING AND APPROVING AN ENERGY MANAGEMENT AGREEMENT BETWEEN THE VILLAGE OF BLOOMINGDALE, DUPAGE COUNTY, ILLINOIS AND NRG ENERGY, INC.

WHEREAS, the Village of Bloomingdale, DuPage County, Illinois (the "Village") is a home rule unit of local government under Article VII, Section 6 of the 1970 Illinois Constitution and,

WHEREAS, a home rule unit may exercise and perform any function pertaining to its government and affairs including but not limited to the power to regulate for the protection of the public health, safety, morals and welfare; to license; to tax; and to incur debt; and

WHEREAS, the Village desires to utilize the electric power it purchases on the open market for its Water Reclamation Facility, which it wholly owns and operates, in the most cost effective manner; and

WHEREAS, Midwest West Energy, Inc., has been employed as the Village's electric power broker pursuant to Section 3-2-9A.1.e of the Bloomingdale Village Code and 65ILCS 5/9-9-4; and

WHEREAS, Midwest West Energy, Inc. and the Director of Public Works, has recommended that the Village enter into an Energy Management Agreement with NRG Energy, Inc. to participate in the PJM Demand Response Program in order to receive compensation for managed reductions in electric consumption at the Water Reclamation Facility; and

WHEREAS, the Village President and Board of Trustees has determined that participation in the PJM Demand Response Program through an Energy Management Agreement with NRG Energy, Inc. (the "Agreement"), is in the best interest of, and most favorable to the Village.

NOW THEREFORE BE IT RESOLVED by the Village President and Board of Trustees of the Village of Bloomingdale, DuPage County, Illinois, as follows:

Section One – Recitals: The Board of Trustees hereby find that all of the recitals hereinbefore stated as contained in the preamble to this Resolution are full, true and correct and do hereby, by reference, incorporate and make them part of this Resolution as legislative findings.

Section Two – Approval of Energy Management Agreement: The Village hereby approves the Energy Management Agreement substantially in the form of such agreement attached hereto and made a part hereof as Exhibit "A".

Section Three – Authorization and Direction: The Village President is hereby authorized, empowered and directed to sign, and the Village Clerk to attest thereto, the agreement presented herein and any finally negotiated terms as set forth therein.

Section Four - Other Actions Authorized: The officers, employees and/or agents of the Village shall take all actions necessary or reasonably required to carry out and give effect to the intent of this Resolution and otherwise to consummate the transactions contemplated herein, and shall take all actions necessary in conformity therewith including, without limitation, the execution and delivery of all documents required to be delivered in connection with the transaction contemplated herein.

Section Five - Acts of Village Officials: That all past, present and future acts and doings of the officials of the Village that are in conformity with the purpose and intent of this Resolution are hereby, in all respects, ratified, approved, authorized and confirmed.

Section Six: This Resolution shall be in full force and effect after its passage and approval as required by law.

DECIDED pursuant to a roll call vote as follows:

	YES	NO	ABSENT	PRESENT
Vince Ackerman	X			X
William Belmonte	X			X
Bill Bolen	X			X
Frank Bucaro	X			X
Patrick Shannon	X			X
Judi Von Huben			X	
Franco Coladipietro (if necessary)				X
TOTAL	5	0	1	6

PASSED AND APPROVED by the Village of Bloomingdale Board of Trustees on the
25th day of February, 2019.


 Franco A. Coladipietro, Village President

ATTEST:


 Jane E. Michelotti, Village Clerk



Company Name: _____ (Hereinafter, "Customer") Utility Zone: _____

Utility Acct #(s): _____

Address: _____ City: _____ Zip: _____

Contact Person: _____ Tel # _____ Fax: _____ Email: _____

Customer hereby agrees to enroll in NRG Curtailment Solutions, Inc. (NRGCS) PowerPay! Program(s) and authorizes NRGCS to be its exclusive demand response provider for all applicable programs offered with PJM relating to energy, capacity and ancillary services ("Agreement"). Customer represents it is within its authority to enter into this Agreement and to curtail electricity usage at its facilities.

Payment Terms:

Capacity Payments: For the Pre-emergency and Emergency programs Customer will be paid as follows for our reduction: Customer will receive 83% of the PJM BRA clearing price for all auctions in which NRGCS has cleared capacity for its zone (Capacity Payment Rate). Payments are made twice a year, prior to December 31st and June 30th. **Capacity Payments are only received for reductions during the Performance Obligation Period.** Capacity Payments are based on our Capacity Payment Rate *multiplied by* Customer's expected reduction *multiplied by* Customer's performance.

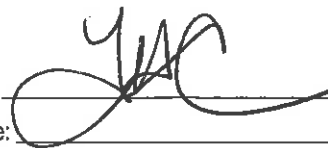
Energy Payment: For Energy Payments in the Pre-Emergency and Emergency programs, Customer will receive 100% of energy payments (based on applicable zonal Locational Marginal Price per kWh), if any, that NRGCS receives from PJM associated with its reduction, paid no later than every May.

In the event that PJM calls a *Deploy All Resources Action*, Customer's payments shall be adjusted based upon its performance during such action in accordance with PJM program rules.

Term. This Agreement will be effective as of the date Customer signs this Agreement ("Effective Date") and will continue for five (5) years following the Effective Date, ("Initial Term"), which period shall begin to run as of the date Customer is first enrolled in the applicable program ("Start Date") and shall end at the conclusion of the last Performance Obligation Period in the Initial Term. If Customer is unable to participate during a Performance Obligation Period, NRGCS will not register Customer for that Performance Obligation Period and Customer will not receive any payments, however this contract will continue to remain in effect and NRGCS will continue to be Customer's exclusive demand response provider. Because program offerings may vary year-to-year, on an annual basis, NRGCS will provide Customer with an Addendum setting forth program terms for the specific program(s) that NRGCS and Customer agree to enroll Customer for that year. The PJM Delivery Year runs June 1st through May 31st. If Customer does not return the annual Addendum by May 1st prior to the start of the next Delivery Year, NRGCS reserves the right to automatically enroll Customer in a program that NRGCS deems suitable based on Customer's prior performance, load profile, facility characteristics and/or other considerations, and Customer by signing below agrees to be bound to follow program terms identified in a Preliminary Registration Notification sent to Customer no later than May 15th prior to the start of the next Delivery Year.

Each Party represents to the other Party that the execution, delivery and performance of this Agreement have been duly authorized, and this Agreement has been duly executed and delivered by the signatory so authorized, and the obligations contained herein constitute the valid and binding obligations of such Party.

Miscellaneous. This Agreement and any Renewals or Addenda constitute Customer's entire Agreement with NRGCS and supersede any prior agreements between the parties. This Agreement may only be modified in writing.

Signature:  Title: Village President Date: 2/28/19
Print Name: _____

Signed by NRGCS: _____ Title: _____ Date: _____





Terms of Service for PowerPay! Program

NRGCS shall determine in its discretion if you qualify for a PJM program or other program and whether you will be registered in the applicable program. NRGCS reserves the right to withhold your registration should there be a material change(s) to program rules, terms or conditions.

Definitions. Any capitalized terms not defined herein shall have the meaning ascribed to that term in the applicable tariff, manual, or program rules.

"Delivery Year" is the one year period defined by each RTO/ISO, utility, or other program administrator during which programs are available, which may include a full year or lesser periods defined by multiple seasons or multi-month periods.

"Event" is a load curtailment event called by PJM.

"Expected Reduction" is the expected kW reduction mutually agreed upon based on NRGCS' assessment of your ability to perform. NRGCS will notify you of the expected reduction in a Registration Confirmation. NRGCS shall reassess your Expected Reduction periodically and maintains sole discretion in determining your expected reduction.

"Performance" equals your average, actual delivered kW reduction expressed as a percentage of your Expected Reduction (capped at 100% per hour) over all called Event hours during the Performance Obligation Period. If no Event is called, your payments will be based on your performance during any Tests.

"Test" is your obligation to demonstrate your ability to curtail load. You agree to curtail during one or more tests required under the PJM program rules. You also authorize NRGCS to perform seasonal tests at its discretion to verify your ability to participate. You authorize NRGCS to perform tests of notification processes during which you are not required to curtail any load.

Your kW reduction level ("**Expected Reduction**") shall be determined at NRGCS's sole discretion and specified periodically in a registration confirmation and/or acknowledgement ("**Registration Confirmation**"). You agree to grant NRGCS and/or its authorized representative reasonable access to your premises for the purpose of determining an achievable kW reduction level. You agree to acknowledge and comply with the terms of the Registration Confirmation, however, in no case shall you be required to exceed the Maximum Performance Requirements defined, herein. NRGCS retains the right to reduce offers submitted by you at its discretion.

You agree to curtail your electric usage for all Event and Test hours during the Performance Obligation Period as dispatched by PJM and/or NRGCS for your zone(s). You agree to begin curtailing when notified with sufficient lead time to achieve your Expected Reduction within the designated Performance Response Time. You agree to use commercially reasonable efforts to curtail your usage at the Expected Reduction value.

You will not be subject to out-of-pocket financial penalties when participating in the PowerPay! Program, even if you fail to reduce electricity when called.

You acknowledge and agree that NRGCS has no obligation to pay you under this Agreement unless and until payment is received from PJM.

Metering Equipment. You authorize NRGCS or its authorized representative to install an interval meter ("**NRGCS Equipment**") at a mutually agreed upon location, at no cost to you, and you authorize NRGCS or its representative to enter your premises for this purpose. You understand that NRGCS retains ownership of this NRGCS Equipment. If you no longer have an agreement with NRGCS, you will cooperate with NRGCS in the event that it wishes to recover the NRGCS Equipment. A meter installed by NRGCS contains software proprietary to NRGCS and NRGCS grants you a license to use the software for as long as you are enrolled with NRGCS.

Generator Attestation. You shall promptly notify NRGCS if the status of your permits has changed, or if your use or ownership of a generator has changed.

Agency Authorization. In order to streamline the registration of your account(s), you authorize NRGCS to act as your agent to complete any documents required by PJM in connection with your enrollment in NRGCS's demand response program. This includes a Third Party Authorization allowing your utility to release to NRGCS information such as billing records and meter usage data. You also authorize NRGCS to complete any forms on your behalf required to allow NRGCS to install an interval meter, if eligible. Such agency authorization shall remain in effect for the duration of this agreement.

Information Sharing. In order to provide better value and ensure quality of service you authorize NRGCS to share your information with NRGCS affiliates or subsidiaries, as well as with third party partners that we have contracted with NRGCS to perform certain functions or services on behalf of you and/or NRGCS.

Assignment. NRGCS may contract with its affiliates and subsidiaries and with subcontractors to perform its obligations under the Agreement and may assign, without your consent, its rights and obligations under the Agreement in whole or in part to an affiliate or to a successor-in-interest.

Complete Program Terms. The program terms and these Terms of Service may change from time to time. We will notify you of such changes, and you agree to cooperate in good faith and make best efforts to comply with such changes if needed to give effect to the intent of the parties to this Agreement.

Baseline Measurement. NRGCS shall calculate and utilize a baseline value, if applicable, as defined in the prevailing tariff, manuals, and business rules that apply to each program that you are enrolled in. NRGCS reserves the right to exercise discretion in calculating and/or utilizing a baseline value to the extent permitted under applicable program rules.

Notifications. If you are unable to provide your committed curtailment amount, you agree to notify NRGCS as soon as commercially practicable. NRGCS reserves the right to discontinue at its discretion your participation in any program based upon your performance.

Customer Cooperation. You will provide NRGCS, for the duration of this agreement, all necessary information to register you and maintain your enrollment in the program selected by NRGCS. You agree to take all commercially reasonable steps necessary to qualify for a program and to facilitate your enrollment, and/or if requested at NRGCS' discretion, to re-qualify for any program where your registration has been suspended or disqualified.

Please Initial & Date
Initials:

Date:



ADDENDUM NO. 1

PARTICIPATION IN NRGCS POWERPAY!
PROGRAM FOR 2019/2020


For the 2019/2020 Program Delivery Year, Customer agrees to participate in the following PowerPay Program (both capacity and energy):

Maximum Performance Requirements	
Performance Obligation Period:	June 1st to Sep 30 th Each Year
Performance Response Time:	Reduction within 30-minutes based on PJM's notification of an Event*
Event Availability:	Any Day Jun – Sept: 10am to 10pm
Maximum Calls per Period:	Unlimited
Event Duration:	Maximum of 10-hours per event
Tests:	At least one, 1 hour test per year called by PJM and/or NRGCS
Expected Reduction:	See Confirmation for kW reduction level.

*In the unlikely event that PJM calls a *Deploy All Resources Action* for emergency events that develop rapidly and without prior warning, Customer agrees to employ commercially reasonable efforts to reduce its committed load immediately upon notification from NRGCS.

By checking this box, Customer indicates that it intends to run a generator to satisfy its obligation(s) under this Agreement. Customer represents that it holds all Local, State and Federal environmental and use permits required to operate as a demand response resource in the enrolled program(s), and that it will operate the generator in accordance with the permits. Customer agrees to complete an NRGCS Generator Attestation and, if requested, provide NRGCS copies of all permits, interconnection agreements, and supporting documents required to complete Customer's enrollment.

Customer agrees to notify NRGCS as soon as commercially practicable if there is any change in its use of a generator during the Program Delivery Year.

Signature:  Title: Village President Date: 2/28/19
Print Name: _____ Title: _____

Signed by NRGCS: _____ Date: _____



Bloomington - Village

Bloomington, Illinois



DEMAND RESPONSE PROGRAM

revenue
projection

Commonwealth Edison Utility Zone

Program Period	June 1st, 2019 - September 30th, 2019	June 1st, 2020 - May 31st, 2021	June 1st, 2021 - May 31st, 2022
Estimated Rate per MW	\$55,370.17 \$/MW	\$57,147.16 \$/MW	\$59,241.87 \$/MW

Reduction Amount	2019 Base Capacity Payment	2020 Capacity Performance	2021 Capacity Performance	Annual Energy Payment	Three Year Payment Totals
450 kilowatts (kW)	\$24,916.58	\$25,716.22	\$28,658.84	\$2,700.00	\$85,391.64

2019 Base Capacity Details	Notes
Season Length	Any Day During June - September of DY
Event Call Hour Window	10:00 AM - 10:00 PM
Event Activation Notice	30 minutes - 2 hours
Event Length	1-10 Hours

For reference, 1,000 kW = 1 MW.
Capacity \$/MW is your estimated rate of payment per megawatt (MW) that you agree to reduce. 1,000 kW = 1 MW.
Energy Payment is estimated and based on real-time energy pricing during actual emergency PJM demand response event calls. This projection is estimating a rate of \$1.00/kWh for 6 emergency event hours.



nrgr[®]

This information is provided for informational purposes only, and it is not (nor may it be construed as) a binding offer to enter into any transaction. In addition, this information is not (nor should it be viewed as) recommending or advising on a particular strategy or trading decision in any market, nor does it guarantee any result. No commodity trading advice is being provided, nor is advice being provided with respect to exchange-traded futures contracts (or options thereon) or swap transactions, and we do not undertake any fiduciary duty to you. There can be no guarantee as to the success of any product, strategy or trade referenced herein. We do not guarantee the accuracy of any information contained herein and undertake no obligation to correct any error or omission. NRG Callincent Solutions, Inc. ("You Energy Solutions") is a wholly owned subsidiary of NRG Energy, Inc. ("NRG") and the plus signs are registered service marks of NRG Energy, Inc. © 2018 NRG Energy, Inc. All rights reserved.



NRG Curtailment Solutions, Inc.
4433 Genesee St, Suite 401
Buffalo, NY 14225
877.711.5453

Contact/Address Form

This contact/address form ensures that we have the most convenient and reliable ways to contact you during registration, payment, and (most importantly) emergency event times.

Some items of note:

Service Address: During an emergency event, we will reference the service address (meter location) when communicating with event contacts. This is increasingly important when you have multiple facilities/account numbers enrolled.

Cell phone: We have the ability to text you when an emergency event is called, should you provide your cell phone number and check the "text" box.

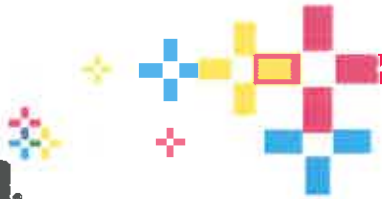
Payment Information: To ensure that your payments are sent to the correct location, please provide a payment address at the top of the next page, and provide us with a payment contact.

Event contact notification preference method: Please note the small "Method of Contact" boxes tied to each contact. For event contacts, this is how you will be notified during emergency events.

Important Note: Due to the urgency and importance of the events, NRGCS may use multiple forms of contact which include, but are not limited to, automated phone calls, text messages, e-mails, and manual phone calls if necessary.

Text Messaging Disclaimer:

The purpose is to inform our customers of ongoing emergency reductions necessary for their continued participation in our demand response program. To receive emergency notifications, you must have an SMS/text messaging-enabled mobile phone. NRGCS does not charge for this service, but standard text messaging rates apply as provided in your wireless plan (contact your carrier for pricing plans and details). You may opt out of the text message service at any time by emailing NRGCS at eventupdate@nrg.com. We will unsubscribe you from our emergency notification messaging service immediately.



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Company Name: _____ Utility: _____
Service Address (address listed on your utility bill): _____
Business Address (physical address of the building): _____
Payment Address (where your checks will be mailed): _____

I. EXECUTIVE CONTACT – (Contract questions, etc.)

Contact Name: _____ Title: _____
Main Phone #1: _____ Main Phone #2: _____ Fax #: _____
Cell #: _____
Method of Contact: Call Text Both
Email Address #1 _____ Email Address#2 _____
Assistant/Secretary Name, Contact # & Email: _____

II. PAYMENT CONTACT – (Payments to, payment questions, etc.)

Contact Name: _____ Title: _____
Main Phone #1: _____ Main Phone #2: _____ Fax #: _____
Cell #: _____
Method of Contact: Call Text Both
Email Address #1 _____ Email Address#2 _____
Assistant/Secretary Name, Contact # & Email: _____

III. ENGINEERING CONTACT – (Coordinate the reduction plan, questions, etc.)

Contact Name: _____ Title: _____
Main Phone #1: _____ Main Phone #2: _____ Fax #: _____
Cell #: _____
Method of Contact: Call Text Both
Email Address #1 _____ Email Address#2 _____
Assistant/Secretary Name, Contact # & Email: _____

IV. METERING CONTACT – (Meter installation, questions, etc.)

Contact Name: _____ Title: _____
Main Phone #1: _____ Main Phone #2: _____ Fax #: _____
Cell #: _____
Method of Contact: Call Text Both
Email Address #1 _____ Email Address#2 _____
Assistant/Secretary Name, Contact # & Email: _____



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NRGCS makes every effort to effectively and efficiently communicate with our customers during emergency events, and we would appreciate it if all contacts would take time to mark the points of contact for which you would like to receive communication from NRGCS.

V. EVENT CONTACTS (We need at least 2 contacts; these are the people we contact when a reduction event is called)

Event Contact #1:

Contact Name: _____ Title: _____

Main Phone #1: _____ Main Phone #2: _____ Fax #: _____

Cell #: _____

Method of Contact: Call Text Both

Email Address #1 _____ Email Address #2 _____

Assistant/Secretary Name, Contact # & Email: _____

Event Contact #2:

Contact Name: _____ Title: _____

Main Phone #1: _____ Main Phone #2: _____ Fax #: _____

Cell #: _____

Method of Contact: Call Text Both

Email Address #1 _____ Email Address #2 _____

Assistant/Secretary Name, Contact # & Email: _____

Event Contact #3:

Contact Name: _____ Title: _____

Main Phone #1: _____ Main Phone #2: _____ Fax #: _____

Cell #: _____

Method of Contact: Call Text Both

Email Address #1 _____ Email Address #2 _____

Assistant/Secretary Name, Contact # & Email: _____

FOR MULTIPLE FACILITIES ADD CONTACTS ON NEXT PAGE(S)

Please fax completed sheet to NRGCS at 877-711-0506 or

Email: eventupdate@nrg.com

If you have any questions, please contact:

Tionna Kidd at 877-711-5453 ext. 5336

For NRGCS Use Only:

Account #: _____ Program(s) _____ Customer Service Rep: _____

Borough: _____ Network: _____ Zone _____ Sub-Zone: _____



NRG Curtailment Solutions, Inc.
4455 Genesee St, Bldg 6
Buffalo, NY 14225
877.711.5453

ADDRESS #2: _____ Check (X) if same contacts as pg 3

Event Contact #1:

Contact Name: _____ Title: _____
Main Phone #1: _____ Main Phone #2: _____ Fax #: _____
Cell #: _____
Method of Contact: Call Text Both
Email Address #1 _____ Email Address#2 _____
Assistant/Secretary Name, Contact # & Email: _____

Event Contact #2:

Contact Name: _____ Title: _____
Main Phone #1: _____ Main Phone #2: _____ Fax #: _____
Cell #: _____
Method of Contact: Call Text Both
Email Address #1 _____ Email Address#2 _____
Assistant/Secretary Name, Contact # & Email: _____

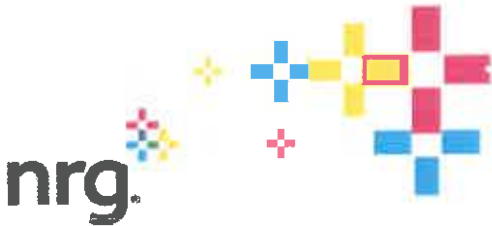
ADDRESS #3: _____ Check (X) if same contacts as pg 3

Event Contact #1:

Contact Name: _____ Title: _____
Main Phone #1: _____ Main Phone #2: _____ Fax #: _____
Cell #: _____
Method of Contact: Call Text Both
Email Address #1 _____ Email Address#2 _____
Assistant/Secretary Name, Contact # & Email: _____

Event Contact #2:

Contact Name: _____ Title: _____
Main Phone #1: _____ Main Phone #2: _____ Fax #: _____
Cell #: _____
Method of Contact: Call Text Both
Email Address #1 _____ Email Address#2 _____
Assistant/Secretary Name, Contact # & Email: _____



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ADDRESS #4: _____ Check (X) if same contacts as pg 3

Event Contact #1:

Contact Name: _____ Title: _____
Main Phone #1: _____ Main Phone #2: _____ Fax #: _____
Cell #: _____
Method of Contact: Call Text Both
Email Address #1 _____ Email Address#2 _____
Assistant/Secretary Name, Contact # & Email: _____

Event Contact #2:

Contact Name: _____ Title: _____
Main Phone #1: _____ Main Phone #2: _____ Fax #: _____
Cell #: _____
Method of Contact: Call Text Both
Email Address #1 _____ Email Address#2 _____
Assistant/Secretary Name, Contact # & Email: _____

ADDRESS #5: _____ Check (X) if same contacts as pg 3

Event Contact #1:

Contact Name: _____ Title: _____
Main Phone #1: _____ Main Phone #2: _____ Fax #: _____
Cell #: _____
Method of Contact: Call Text Both
Email Address #1 _____ Email Address#2 _____
Assistant/Secretary Name, Contact # & Email: _____

Event Contact #2:

Contact Name: _____ Title: _____
Main Phone #1: _____ Main Phone #2: _____ Fax #: _____
Cell #: _____
Method of Contact: Call Text Both
Email Address #1 _____ Email Address#2 _____
Assistant/Secretary Name, Contact # & Email: _____

Program Rule Attachment Emergency Load Response Program

1. **Program Description.** The "Program" means Provider's enrollment and management of Customer's Accepted Capacity (as defined below) in the PJM Interconnection ("PJM") Emergency Load Response Program ("ELRP"). The Program enables participants to receive recurring payments for being available and reducing electricity consumption when called upon to do so by Provider. Unless otherwise defined herein, capitalized terms in this Program Rule Attachment shall have the meanings given to them in the "PJM Open Access Transmission Tariff."
2. **Accepted Capacity.** "Accepted Capacity" shall represent the best estimate of Customer's expected curtailment based on Provider's analysis of consumption data and pre-enrollment testing. Customer agrees that the Accepted Capacity may be adjusted by Provider in the future to reflect changes including but not limited to, Customer's actual performance, facility operations, Program and/or ELRP rules, applicable regulations, Customer's PLC and WPL applicable to each Program Period (as defined herewith), and/or other relevant information, including availability of capacity. Customer and Provider understand that the curtailable electrical capacity identified on the Order Form is solely the Parties' best estimate of performance and does not represent Accepted Capacity.
3. **Payments to Customer.**
 - a. **Capacity Payments.** Provider will pay Customer capacity payments ("Capacity Payments") equal to (a) the product of Accepted Capacity times a Capacity Payment Rate, less (b) Underperformance Adjustments if any.
 - b. **Energy Payments.** Provider will pay Customer an Energy Payment Rate in connection with Customer responding to a demand response event when notified by Provider ("Energy Payments").
 - c. **Underperformance Adjustment Payments.** In no event shall Customer be required to return previously distributed payments to Provider. Provider will reduce Provider's future payments to Customer to account for any Underperformance Adjustment. If the Underperformance Adjustment exceeds Provider's payments to Customer for a given Delivery Year (as further defined herewith), that adjustment may be carried over by Provider to any subsequent Delivery Year.
4. **Program Rules.** The Program terms and conditions are summarized in the table below:

<i>Program Availability and Enrollment</i>	<p>Customer has the intent and ability to respond to demand response events called by Provider. Customer will be enrolled in the Base Capacity DR Product and/or the Capacity Performance DR Product, as referenced below (each a "Demand Response Product") for a given delivery year (June 1 – May 31) (the "Delivery Year") with the periods defined below (each, individually a "Product Period" and collectively the "Program Period"). Demand response product availability to Customer varies by Delivery Year and PJM Zone.</p> <ol style="list-style-type: none"> 1. Base Capacity DR Product ("BC"): 10:00 AM to 10:00 PM (Eastern Prevailing Time) during all days for the period of June 1 – September 30. 2. Capacity Performance DR Product ("CP"): 10:00 AM to 10:00 PM (Eastern Prevailing Time) during all days for the period of June 1 – October 31, as well as the following May of a Delivery Year and 6:00 AM to 9:00 PM (Eastern Prevailing Time) for the period of November 1 – April 30 of a Delivery Year. <p>Provider may call demand response events outside the Program Period; Customer's performance during such demand response events will not affect Capacity Payments, but will be included in Customer's Energy Payments.</p> <p>Customer authorizes Provider to enroll Customer in any Demand Response Product offered by PJM in ELRP during the Order Term. Before the start of each Delivery Year, Provider will provide Customer with an annual enrollment notification.</p>
<i>Event Trigger</i>	Provider will initiate demand response events during PJM defined system events and in accordance with ELRP terms and conditions.
<i>Advanced Notification</i>	Provider will use commercially reasonable efforts to provide Customer with advanced notification of a demand response event in accordance with ELRP terms and conditions, which is currently between thirty (30) minutes and one hundred twenty (120) minutes.
<i>Testing Requirement</i>	<p>If Customer is not called to respond to a demand response event during the Customer's enrolled Product Period, Provider will conduct a test event (a "Test Event") during the Customer's enrolled Product Period.</p> <p>A Test Event shall not contribute to Customer's Capacity Payments if a demand response event is called during the Customer's enrolled Product Period after the Test Event has occurred.</p>
<i>Underperformance Adjustments</i>	The "Underperformance Adjustment" for a BC demand response event will equal the product of (a) Customer's MW Shortfall, times (b) Customer's Capacity Payment Rate.

	<p>The Underperformance Adjustment for a CP demand response event will be calculated hourly across all demand response event hour(s), and will equal the product of (a) Customer's MW Shortfall, times (b) the applicable Non-Performance Charge Rate (as defined by PJM).</p> <p>The Underperformance Adjustment for a Test Event will equal the product of (a) Customer's MW Shortfall, times (b) Customer's Capacity Payment Rate.</p> <p>The "MW Shortfall" is the difference between the Customer's actual metered load and their enrolled drop-to MW level, adjusted by applicable electric loss factor(s) and capped at Accepted Capacity.</p>
<i>Payment Timing</i>	<ol style="list-style-type: none"> 1. BC: Provider shall make all payments associated with Customer's participation in the Program to Customer on a quarterly basis. 2. CP: Provider shall make all payments associated with Customer's participation in the Program to Customer on an annual basis. <p>All payments shall be made within forty-five (45) days of Provider's receipt of total payment from PJM, however, in no event shall Provider be responsible for payments to Customer if PJM defaults on its payments to Provider.</p>

The foregoing reflects the current terms and conditions of the Program, which terms and conditions may change during the Order Term. In the event PJM amends, supplements or modifies the terms or conditions of the ELRP, or any current or future Demand Response Product offered in the ELRP, in any way, Provider reserves the right to amend the Program terms set forth herein by providing written notice to Customer and with no further act required by Provider or Customer.

5. Miscellaneous.

- a. **Termination.** In the event that capacity is not available in the Program for a given Delivery Year, Provider may reduce Customer's Accepted Capacity to zero (0) and/or terminate this Program Rule Attachment.
- b. **Curtailed Service Provider.** Customer hereby designates Provider as its exclusive agent to manage its participation in the Program.