



OHIO SCHOOLS COUNCIL

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UNIQUE SERVICES



SUPPORT



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OSC Launches Demand Response Program designed to provide direct payments to your District

The program offered by OSC & CPower has No Cost, No out of pocket Penalties, No additional Equipment* and generates Energy Savings Checks to participants

In response to the conclusion of the FirstEnergy Rebate program at the end of the year, the OSC is very excited to announce a new service offering to our member schools designed to put money back into your budget.

In partnership with COSE and CPower Energy Management, the OSC now offers a Demand Response (DR) program which can provide direct payments to your district simply by reducing energy use during a test or emergency event.

Each district can participate at its own level of curtailment and comfort with the 2-year program. Through participation and compliance to program details, OSC districts will receive an energy savings check quarterly from CPower.

As mentioned, these savings are a result of reducing energy use for a test or emergency event. **Participation payments over the next two program years range from \$9,000-\$43,000 per MW registered. To ensure district guaranteed participation in future program years, it is imperative to sign up for the 2020 program by May 8, 2020 **Registration is limited each year**

Feel free to reach out to Larry Tomec (OSC Director of Business Services) at ltomec@osconline.org or 440-476-0003 or contact Kellen Bollettino (CPower team lead) at Kellen.Bollettino@CPowerEnergyManagement.com or 219-213-8277 with any questions or to participate.

About CPower Energy Management

CPower is the leading Demand Response provider in the Ohio and Midwest market, managing thousands of facilities each year. Participation in the Demand Response Program offered by the OSC & CPower has No Cost, No out of pocket Penalties and requires No additional Equipment while generating Energy Savings Checks to participants.

****Sites will need a utility interval meter to capture compliance data. If interval meter is not installed CPower will provide upon District approval. No additional equipment will be installed without district consent.***

**YOUR SUCCESS
IS OUR SUCCESS**



CPOWER MASTER SERVICE AGREEMENT

This Master Service Agreement (“Agreement”), by and between **COMPANY** (“Customer”) and **Enerwise Global Technologies, LLC d/b/a CPower** (“Provider” or “CPower”), also individually and collectively referred to as (a “Party” or “Parties”), is effective as of the last signature date set forth below (the “Effective Date”) and will remain in effect until terminated in accordance with Section 9 below or until such time as the last Addendum entered into by the Parties terminates (the “Term”).

Customer hereby authorizes CPower to proceed with enrollment in the program(s) according to the Terms and Conditions attached hereto and in the applicable Addenda.

TERMS AND CONDITIONS

Section 1 – General

Provider, as an authorized curtailment service provider, is hereby designated to represent Customer as its energy management services provider for the facilities listed on the accompanying Addenda for the Term of this Agreement and the applicable Addenda. Terms used and not otherwise defined shall have the meaning given them in the respective Regional Transmission Organizations (“RTO”), Independent System Operators (“ISO”) or utility’s governing tariff, program rules, and/or covenants.

Section 2 – Customer Payments

Payments from programs result from Customer’s active program participation as well as satisfactory compliance with all related program rules and the terms of this Agreement and the applicable Addenda. Customer’s payment schedule may vary per program structure. Provider shall pay Customer as defined in the applicable Addenda of this Agreement. Customer acknowledges that all program, market rules, earnings and/or payment terms are subject to change in the event program rules, market rules and/or other applicable laws change. When permitted by applicable Program rules, Provider retains the right to reduce offers submitted by Customer when deemed prudent for risk mitigation, which may affect Customer’s payments hereunder.

Section 3 – Customer Obligations and Underperformance

Customer shall provide a Letter of Authorization or appropriate RTO/ISO or utility approval form to its energy supplier and utility, as applicable, authorizing them to provide to Provider information required to register Customer in the applicable programs (including billing and other relevant utility data). Registration with Customer’s RTO or ISO requires utility data and account numbers. Customer shall provide Provider with copies of utility bills as requested for registration. Customer will inform Provider in the event of any change in utility information within forty-five (45) days of the effective date of the change.

Customer’s participation in programs is subject to acceptance of the registration by the applicable RTO/ISO or utility. Further, Customer’s participation in programs is subject to Customer’s compliance with RTO/ISO or utility rules for all such program(s), as well as Customer’s compliance with its commitment to curtail in accordance with this Agreement and the applicable Addenda. Where permitted by program rules, Provider has sole discretion to suspend Customer’s participation or withdraw active registration/nomination if Customer fails to comply with the foregoing. If Provider cancels Customer’s participation in accordance with the applicable program rules, Customer will forfeit any unpaid amounts as of the date of such cancellation, regardless of whether Customer has partially performed.

If distributed generation or back-up generator(s) are used for program participation, it is the responsibility of Customer to adhere to all local, state and federal requirements, environmental laws, regulations, use and zoning permits, operational specifications and maintenance requirements of its generator(s). Customer must provide Provider information relating to its generator(s) including, but not limited to, manufacture, make, model, serial number, manufacture date, installation date, and emission certification. Upon request, Customer must provide Provider with copies of all relevant permits or proof of compliance required to utilize a generator. Failure of Customer to provide copies of such permits may result in an adjustment to program registration, cancellation of program registration or Termination for Cause (as defined below) of the Agreement by Provider. Further, and notwithstanding anything in this Agreement to the contrary, Customer will indemnify Provider against any liabilities, claims, expenses, or damages based upon the ownership or use of its distributed generation or back-up generators.

Customer will notify Provider as soon as possible in the event Customer becomes aware that it is, or will become, unable to provide its committed curtailment amount. Where permitted by the applicable program rules, Provider has the right, but not the obligation, to satisfy any underperformance by Customer.

In the event the RTO/ISO or utility assesses any penalties and/or costs against Provider pursuant to the applicable program rules resulting from Customer's actions or inaction hereunder, then Provider will be entitled to deduct any such penalties and/or costs from Customer's current or future program payments to satisfy such penalties or costs in full with no 'out of pocket' payments necessary from Customer in excess of such current or future program payments.

Section 4 - Indemnification and Limitations of Liability

Provider shall defend, indemnify and hold harmless Customer against any and all damages, losses, liabilities, judgments, awards and costs (including reasonable attorneys' fees and expenses) (collectively, "**Loss**") in any third-party claim, action, lawsuit or proceeding (individually and collectively, "**Claim**") arising out of an allegation that Provider's negligent actions or omissions caused a Loss. Provided, however, that the foregoing obligation to indemnify will not apply if Customer's actions or inactions were in any way a contributing factor to the **Claim** (by way of example only, if a **Claim** is based, in part, on Customer's underperformance, Provider shall have no obligation to indemnify Customer). Customer shall defend, indemnify and hold harmless Provider against any **Loss** in any **Claim** arising out of an allegation that Customer's negligent actions or omissions caused a **Loss**. Provided, however, that the foregoing obligation to indemnify will not apply if Provider's actions or inactions were in any way a contributing factor to the **Claim**.

Neither Party shall be liable for any special, indirect or consequential damages arising in any manner from its performance under this Agreement. The total liability of either Party hereunder other than with respect to indemnity **Claims**, will be limited to the actual dollar amount that was paid directly to Customer pursuant to the Addendum at issue in the year prior to which the claim was made (by way of example only, if the claim is made in June of 2016, the total amount of liability of either Party cannot exceed the actual dollar amount paid to Customer in 2015). If the claim arises in the first year of the Agreement, then the total liability is limited to the actual dollar amount that has been paid directly to Customer pursuant to the Addendum at issue as of the date the claim is made.

Section 5 – Confidentiality

The Parties may provide (the "Disclosing Party") proprietary information ("Proprietary Information") to the other (the "Recipient") during the Term of this Agreement. The Parties agree to treat such Proprietary Information as confidential and proprietary and to protect the disclosure of such Proprietary Information to any third-party. The Recipient will use such care with Disclosing Party's Proprietary Information as it uses to protect its own confidential information, but in no case less care than is commercially reasonable and within industry standards. Information and materials will be considered Proprietary Information regardless of the form or manner of disclosure or whether when provided it is marked "CONFIDENTIAL" or with a similar designation. Provider Proprietary Information includes, but is not limited to, any reports generated, any pricing information, and this Agreement. This Agreement imposes no obligation of confidentiality on Recipient with respect to information that: (a) was in the possession of Recipient before its receipt from the Disclosing Party, including as part of Recipient's own development process; (b) is or becomes available to the public through no fault of Recipient; or (c) is independently developed by such Recipient without reference to or use of a Disclosing Party's Proprietary Information; (d) is received by Recipient in good faith from a third party having no duty of confidentiality to the Disclosing Party or (e) is disclosed pursuant to law, regulation or lawful order or process. Provider may access and use Customer data to provide services to Customer and Provider shall have no obligation of confidentiality as it relates to providing Proprietary Information to a RTO, ISO, utility or other third party where such information is required for registration or facilitation of the program. Further, Customer agrees that: (i) Provider and its third-party contractors may collect and use Customer building data and related data, as long as any external use of the data is reported on an anonymous basis that does not personally identify Customer or any individual, and (ii) Provider may share any Proprietary Information with its affiliates and its and their employees, financing parties, investors, representatives and other agents, advisors and consultants.

Section 6 – Assignment

Neither Party may assign any of its rights or obligations under this Agreement without the other Party's prior written consent, which shall not be unreasonably withheld. Provider, however, may transfer and assign this Agreement without Customer's consent to any person or entity that is a subsidiary or affiliate of Provider, a financing party of Provider, a successor to Provider, or that acquires all or any portion of the stock or assets of Provider.

Section 7 – Interval Meter Data and Metering

Interval meter data is a requirement in the programs. Therefore, interval meters must be installed before Customer can be accepted into the applicable program. Additional information regarding metering options for specific programs is set forth in the applicable Addenda. Metering fees are subject to change.

Section 8 – Enrollment

In addition to the terms contained in any Addendum or Account Confirmation Schedule executed by the Parties, either Party may, via email, propose supplemental utility account(s) to be enrolled in a Program covered by the applicable Addendum (a "Proposal"). The recipient Party will accept or reject any such Proposal via e-mail. In the event of a rejection, such Proposal shall have no force and effect, and if so accepted, Provider will utilize its reasonable efforts to enroll the utility account(s) contained in the Proposal in the relevant Program. It is hereby agreed that a Proposal shall not be considered as part of this Agreement until is it accepted by the recipient Party.

Section 9 – Termination

Either Party may terminate the Agreement immediately upon the other Party's material breach of any obligation of this Agreement, provided such breach remains uncured for a period of ten (10) days after being provided with written notice thereof ("Termination for Cause"). Provider shall also be entitled to terminate this Agreement upon ten (10) days written notice if Provider's ability to provide services under this Agreement is negatively impacted by a regulatory change.

Section 10 – Entire Agreement

This Agreement and applicable Addenda, Amendments, Account Schedules, added hereto constitute the entire agreement between the Parties regarding the subject matter hereof and supersedes any and all prior and contemporaneous agreements or communications with respect to such subject matter. This Agreement, the Addenda, Amendments and the Account Schedules shall not be modified in any manner unless in writing and signed by both Parties. Each of the Parties hereto waives any right to trial by jury with respect to any claim or action arising under this Agreement.

CPOWER

By:
Name: Shelley Schopp
Title: Senior VP, Customer Fulfillment
Date:
Address: 1001 Fleet Street Suite 400
Baltimore, MD 21202
Telephone: 1-844-CPower1, Option 2
Email Address: contract@cpowerenergymanagement.com
legal@cpowerenergymanagement.com

District:

By: _____
Name:
Title:
Date:
Address:
Telephone:
Email Address

CONTRACTUAL NOTICES:

All notices given under this Agreement must be in writing. Notices shall be deemed given as of the day received by the addressee via messenger, courier delivery service or electronic mail and addressed to CPower and Customer to the individuals set forth on the signature lines above or to such other individual and address as a Party may give written notice of. Additionally, all notices sent to CPower must also be sent to **ATTN: Legal Department** to the physical address and email addresses set forth above.

PJM ADDENDUM FOR EMERGENCY CAPACITY DEMAND RESPONSE

This PJM Addendum for Emergency Capacity Demand Response (“Addendum”) is effective as of the last signature date set forth below (“Effective Date”) by and between Enerwise Global Technologies, LLC d/b/a CPower (“CPower” or “Provider”) and **COMPANY** (“Customer”).

This Addendum is executed pursuant to and is governed by the terms and conditions of the Master Service Agreement (“MSA”) between Customer and Provider. All terms not otherwise defined herein shall have the meaning ascribed to them in the MSA.

1. Definitions.

The “**Program Period**” is June 1 to May 31.

The “**Program Quarters**” are June – August, September – November, December – February, March – May.

The “**Reliability Pricing Model Clearing Price**” is the capacity rate of the PJM program option specified in the enrollment notification for the applicable Program Period determined via PJM’s Reliability Pricing Model (“RPM”).

The “**Capacity Payment**” is calculated as each Customer accounts credited load reduction in response to events or tests, which will not exceed the committed Summer or Winter Curtailment Values, multiplied by the applicable “Reliability Pricing Model Clearing Price”, multiplied by the number of days in the Summer or Winter periods.

The “**Firm Service Level**” or “**FSL**” is the meter read level Customer’s utility account load must be at or below in order to be compliant. Summer FSL: June through October and May. Winter FSL: November through April.

The “**Peak Load Contribution**” or “**PLC**” for summer is an annual utility calculation for every electric account that averages the five (5) highest weather normalized PJM system coincident load hours that occurred on different days over the period of June 1 through September 30 of the year prior to the Program Period. For winter, it is an annual calculation for every electric account that averages the highest load hour for PJM’s five (5) peak winter days over the period of November 1 through April 30 between 6am-9pm from two years prior to the Program Period.

The “**Summer Curtailment Value**” is the estimated load curtailment amount for each electric account during an event or test and is calculated as the account’s utility assigned summer PLC divided by its capacity loss factor minus its summer FSL during the summer period of June through October, and May.

The “**Winter Curtailment Value**” is the estimated load curtailment amount for each electric account during an event or test and is calculated as the account’s calculated winter PLC divided by its capacity loss factor minus its winter FSL during the winter period of November through April.

The “**Energy Payment**” is calculated for each curtailment notification as the product of (A) PJM’s emergency energy price multiplied by (B) the kilowatt hours actually curtailed.

2. Program – Emergency Capacity DR. Provider agrees to facilitate and manage Customer’s participation in the Emergency Capacity Demand Response Program (“Program”) managed by PJM Interconnection LLC (“Program Administrator”) in accordance with PJM’s Open Access Transmission Tariff, as amended, (“Program Rules”), subject to Customer meeting all applicable Program requirements and fulfilling its obligations as set forth herein, in the MSA and under applicable laws. Certain relevant Program Rules are set forth in PJM’s manuals, especially manuals 11, 13 and 18, and can be found at <http://www.pjm.com/documents/manuals.aspx>. Customer hereby represents and warrants that it and its accounts can and will comply with the Program Rules.

3. Administration and Customer Responsibilities.

- **Enrollment Notifications.** Prior to the start of the Program Period, Provider will use commercially reasonable efforts to email Customer an enrollment notification that will include the specific Program

option and the dispatch notification lead time applicable to Customer's electric utility accounts. This notification will also include the proposed committed summer and winter FSL and committed Curtailment Values for each utility account. Change requests to the seasonal FSLs must be submitted via written request by Customer within 3 business days after receipt of the enrollment notification. Enrollment in the Program is contingent upon a successful registration with Program Administrator and Provider's ability to secure sufficient Reliability Pricing Model Commitments for the applicable Program Period as well as offsetting seasonal enrollments to achieve capacity performance aggregations.

- **Dispatch Notification and Mandatory Customer Performance.** Customer understands and agrees the Program Administrator or Provider may call a test at any time. When events or tests are called, Provider will use commercially reasonable efforts to send Customer an email and contact Customer via phone notifying Customer of the event or test in accordance with Program notification requirements. For each Program Period, Customer's commitment is to reduce or maintain electricity consumption at or below Customer's committed seasonal FSL value. Customer understands that events and tests are mandatory, unless otherwise noted in the dispatch notification, in order to be deemed compliant with its commitment, and Provider expects that upon receipt of such notification, Customer will curtail its committed seasonal Curtailment Value based on the notification instructions in accordance with the Program Rules.
- **Interval Data Requirements.** Interval load data is a Program requirement.
- **Total Meter Solution Option.** If Customer chooses to have a data acquisition ("DA") logger installed, Provider offers a Total Meter Solution ("TMS"). TMS Installation fees only apply if Provider installs a DA logger. Title to such metering equipment will pass to Customer upon installation. TMS fees will be deducted from Customer's DR earnings. Customer agrees to a recurring \$50/month fee for any DA logger previously installed by Provider for duration of the Term.
Total Meter Solution Fee (per meter):
Installation Fee: \$2,500 1 Time
Maintenance Fee: \$50 Monthly
OR
Installation Fee: \$105 Monthly - 24 Months
Maintenance Fee: \$50 Monthly
- **Contact List.** Customer must provide Provider with the name, email and phone numbers to be used by Provider for notification purposes upon execution of this Addendum. It is Customer's responsibility to keep this information current (i.e. dispatch, notification, accounting, etc.). Customer shall immediately notify Provider of any change to such information.
- **Customer's Utility Accounts.** Provider will provide Customer with the Account Confirmation Schedule which will confirm Customer's utility accounts that will be enrolled in the Program. Customer will have 3 business days after receipt of the Account Confirmation Schedule to review the document and to provide Provider with any modifications. Failure to provide this information within the Provider's timeframe may prevent Provider from enrolling Customer's utility accounts in the Program.

Customer is prohibited from offering the account(s) in the attached Account Confirmation Schedule into any RPM auction as an Existing DR Resource for the Term of this Addendum.

4. Term. The Parties commit to the period identified in the Account Confirmation Schedule and an annual extension of one (1) Program Period on the anniversary of each Program Period (together, the "Term"). Should either Party wish to terminate, written notification by the Party is required 180 days prior to the start of the next Program Period. Said termination will become effective at the end of the current Term.

5. Payments. For participating in the Program, Customer may receive from Provider both a Capacity Payment and an Energy Payment. The associated Curtailment Value for achieving the committed seasonal FSL is the maximum

payment kw for the Program Period; the calculations for which are defined herein. Customer's payments will be adjusted for failure to provide the committed Curtailment Value for events or tests.

In addition to the payment terms set forth in the MSA, the following shall be applicable with respect to payments to Customer under this Addendum:

Provider will pay to Customer 70% of the Capacity Payment and Energy Payment based on Customer's performance in response to event and test notifications.

Customer will receive payment sixty (60) days following the end of each Program Quarter after Provider's receipt of payment from Program Administrator.

CPOWER

District:

By:
Name: Shelley Schopp
Title: Senior VP, Customer Fulfillment
Dated:
Address: 1001 Fleet Street Suite 400
Baltimore, MD 21202
Telephone: 1-844-CPower1, Option 2

By: _____
Name:
Title:
Date:
Address:

Email Address: contract@cpowerenergymanagement.com

Telephone:
Email Address

CONFIDENTIAL

ACCOUNT CONFIRMATION SCHEDULE

CUSTOMER:

PROGRAM:

UDC	UDC Account Number	Facility Name/Store #	Service Address	Start Date	End Date	Customer Share %	Est Curtailment Value Summer (kW)

Notes:

1. Estimated Curtailment Value may be adjusted depending on operational capacity or market availability
2. Accounts with an estimated Curtailment Value equal to 0 will be enrolled as Voluntary

Contract ID:

Account Representative: Kellen Bollettino

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xxx Account Schedule