**Customer:**

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| **Name:** | Plum Borough School district |
| **DR Payment Contact:** | John Zahorchak  (412) 795-0100  zahorchakj@pbsd.k12.pa.us |
| **DR Payment Address:** | 900 Elicker Rd  Pittsburgh, PA 15239-1026 |
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| **Order Form #:**  **Order Effective Date:**  **Order Expiration Date:** | 00216352.0  6/1/2019  5/31/2024 |

This Order Form (this “Order Form”), made by and between the provider identified above (“Provider”) and the customer identified above (“Customer”), is subject to and governed by Provider’s: (i) applicable program rule attachment(s) attached hereto (each a “PRA”) for the demand response solutions (the “Solutions”), and (ii) general terms and conditions available at <https://www.enernoc.com/terms-and-conditions-1.1-order-form-US.pdf> (“Terms and Conditions”), which are hereby incorporated by reference. Provider and Customer are referred to herein collectively as the “Parties” and each individually as a “Party” to this Order Form.

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| **Demand Response Program** | **Aggregate Anticipated Capacity (kW)** | **Capacity Payment Rate** | **Energy Payment Rate** |
| Emergency Load Response Program | 511 | 50% | $250.00/MWh |

**Demand Response Terms:**

1. **Term.** The term of this Order Form shall commence on the Order Effective Date and continue until the later of (i) the Order Expiration Date (“Initial Order Term”) or (ii) the expiration of the last Program Period (as defined in the PRA) then in effect; provided that this Order Form shall automatically renew for successive terms equal in duration to the Initial Order Term (each a "Renewal Order Term" and collectively with the Initial Order Term, the "Order Term") unless either Party gives the other Party written notice of non-renewal at least one hundred and eighty (180) days' prior to the expiration of the Initial Order Term or any Renewal Order Term, as applicable.
2. **Demand Response Solutions.** The Parties understand that the “Anticipated Capacity” value set forth on this Order Form is solely the Parties’ best estimate of performance and does not necessarily represent the Customer’s Accepted Capacity (as defined in the applicable PRA incorporated by reference).
3. **Demand Response Payments.** For each Customer site address that is enrolled in a demand response program, Provider shall pay Customer in accordance with the applicable PRA. Unless otherwise indicated on the applicable PRA, any reference to a payment “%” shall mean (i) the capacity payment rate identified on this Order Form as a percent of the price obtained by Provider for the applicable demand response program and/or product, and (ii) the energy payment rate identified on this Order Form as a percent of the energy payments available to Provider.

**Provider Customer**

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Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Site Address Attachment**

The following reflects current estimates provided by Customer, which may change during the Order Term. Provider reserves the right to amend the Site Address Attachment by providing written notice to Customer and with no further act required by Provider or Customer.

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| **Site Address** | **Demand Response Program** | **Anticipated Capacity (kW)** |
| 900 Elicker Rd - High School  pittsburgh, PA 15239 | Emergency Load Response Program | 359 |
| 440 presque isle dr  pittsburgh, PA 15239 | Emergency Load Response Program | 152 |

**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.**
4. ***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.
5. ***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).
6. ***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.
7. **Program Rules.** The Program terms and conditions are summarized in the table below:

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| *Program Availability and Enrollment* | 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.   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.   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.  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. |
| *Event Trigger* | Provider will initiate demand response events during PJM defined system events and in accordance with ELRP terms and conditions. |
| *Advanced Notification* | 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. |
| *Testing Requirement* | 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.  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. |
| *Underperformance Adjustments* | 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.  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).  The Underperformance Adjustment for a Test Event will equal the product of (a) Customer’s MW Shortfall, times (b) Customer’s Capacity Payment Rate.  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. |
| *Payment Timing* | 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.   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. |

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.

1. **Miscellaneous.**
   1. ***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.
   2. ***Curtailment Service Provider.*** Customer hereby designates Provider as its exclusive agent to manage its participation in the Program.