

**THE CITY OF AUBURN, INDIANA
BOARD OF PUBLIC WORKS AND SAFETY**

RESOLUTION 03-2026

WHEREAS, the Board of Public Works and Safety of the City of Auburn (“Board”) maintains general supervisory control over the City of Auburn’s (“City”) electric utility (“Electric Utility”) pursuant to Ind. Code 8-1.5-3-4(a), including the power to adopt rules for the safe, economical, and efficient management of the Electric Utility; and


WHEREAS, the Board adopted this resolution on May 5th, 2026, that permits Board-approved retail customers to participate in PJM Interconnection, LLC (“PJM”) demand response and energy efficiency programs (“PJM DR/EE Programs”) through an aggregator of retail customers (“ARC”) to the extent such PJM DR/EE Program participation is authorized, in writing, by the Board and on terms and conditions approved by the Board; and

WHEREAS, Carlex (“Customer”) owns and operates a facility at 1900 Center Street Auburn, IN 46706. (“Facility”) in the Electric Utility’s service territory, and Customer desires to participate in certain PJM DR/EE Programs through an ARC; and

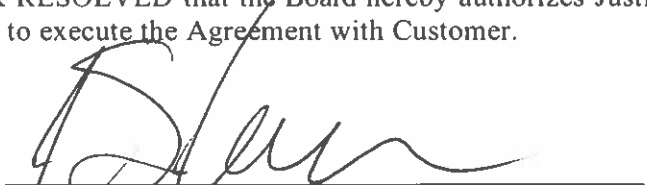
WHEREAS, the Board desires to permit Customer, through its Facility, to participate in certain PJM DR/EE Programs through an ARC pursuant to the terms and conditions set forth in the Demand Response Participation Facilitation Agreement attached as **Exhibit A** (“Agreement”).

NOW, THEREFORE, BE IT RESOLVED that the Board hereby authorizes Customer’s Facility to participate in a PJM DR/EE Program through an ARC contingent upon Customer executing the Agreement substantially in the form attached as **Exhibit A**.


NOW, THEREFORE, BE IT FURTHER RESOLVED that the Board hereby authorizes Justin Fry, the General Manager of the Electric Utility, to execute the Agreement with Customer.



David E. Clark, Jr., Mayor



Nick Scheumann, Member



Tim Schwartz, Member

ATTEST:



Lorrie Pontius, Clerk-Treasurer
City of Auburn, Indiana

EXHIBIT A

Demand Response Participation Facilitation Agreement
(_____) [insert Customer name]

DEMAND RESPONSE PARTICIPATION FACILITATION AGREEMENT

This Demand Response Participation Facilitation Agreement (“Agreement”) is entered into as of May 5th, 2026, by the City of Auburn Board of Public Works and Safety (“Board”), a municipal works board, and Carlex Glass America, LLC, a Delaware limited liability company (“Customer”) (Board and Customer, together, the “Parties”).

RECITALS

WHEREAS, the Board maintains general supervisory control over the City of Auburn’s (“City”) electric utility (“Electric Utility”) pursuant to Ind. Code 8-1.5-3-4(a), including the power to enter into contracts involving the Electric Utility and to adopt rules for the safe, economical, and efficient management of the Electric Utility;

WHEREAS, PJM Interconnection, LLC (“PJM”) is a regional transmission organization operating the bulk transmission system that manages the wholesale high-voltage electric grid in the area covering the Electric Utility; and PJM offers opportunities to customers to participate in programs that optimize their energy usage to the benefit of the PJM Interconnection grid;

WHEREAS, the Board adopted Resolution 03-2026 on May 5th, 2026, and the Resolution authorizes non-residential customers in the Electric Utility’s electric service territory to participate with aggregators of retail customers (an “ARC”) in PJM’s Demand Response Energy Efficiency (“DR/EE”) Programs to the extent such PJM DR/EE participation is approved by the Board pursuant to acceptable terms and conditions; and

WHEREAS, Customer owns and operates a facility receiving electric service from the Electric Utility (“Facility”); and

WHEREAS, Customer desires that the Facility be able to participate in PJM’s DR/EE Programs on the terms and conditions acceptable to the Board as set forth herein.

NOW, THEREFORE, for good and valuable consideration, including the mutual obligations and covenants contained herein, the Parties agree as follows:

1. **Participation in DR/EE.** The Board approves the participation of Customer’s Facility in PJM’s DR/EE Programs through ENEL X North America, INC, including any PJM-authorized ARC successor (“Aggregator”), an ARC authorized by PJM for participation in PJM’s DR/EE Programs.

2. **Sharing of Customer Information.** The Customer authorizes the Electric Utility to share Customer’s electric utility usage information for the Facility with the Aggregator, PJM and as otherwise necessary to facilitate the participation of Customer’s Facility in PJM’s DR/EE Programs. The Indemnified Parties (as defined in Section 3 hereof) shall bear no liability for any Claims (as defined in Section 3 hereof) related to the sharing of the Facility’s electric usage information pursuant to this Agreement as long as the sharing of Customer’s electric usage information was made in good faith.

3. **Indemnification.** Customer indemnifies and holds harmless the City, the Board, the Electric Utility, and each of the foregoing’s officers, elected officials, employees, contractors, and agents (collectively, the “Indemnified Parties”) from any and all financial, operational, and/or legal consequences, liabilities, losses, costs, claims, demands, suits, proceedings, damages, expenses,

judgments, or awards, including reasonable attorneys' fees (collectively, the "Claims") arising out of the Facility's participation in PJM's DR/EE Programs.

4. **Administrative Fee.** The Board charges an administrative fee of Five Thousand Dollars (\$5,000) associated with the participation of Customer's Facility through Aggregator in PJM's DR/EE Programs to recover the costs incurred by the Board or the Electric Utility in authorizing such participation ("Administrative Fee"). Customer agrees to pay the Administrative Fee to the Board or Electric Utility within seven days of the execution of this Agreement. Customer acknowledges and agrees that the Administrative Fee is non-refundable.

5. **Term.** The term of this Agreement is one year two months and shall commence on the later of the date this Agreement is fully executed as indicated herein or the date all approvals, if any, are received pursuant to Section 7 herein (the "Effective Date").

6. **Termination.** This Agreement shall terminate in accordance with the applicable provisions of the PJM Tariff and Operating Agreement or on such date as mutually agreed upon by the Parties. Additionally, a Party may earlier terminate this Agreement by giving 30 days' written notice to the other Party.

7. **Governing Laws.** This Agreement shall be subject to approval by any Federal or State regulatory body, if any, whose approval is a legal prerequisite to its execution, delivery, or performance. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana without regard to its choice of law rules.

8. **Entire Agreement.** This Agreement constitutes the entire Agreement between the Parties for the services to be provided hereunder and supersedes all prior representations and agreements, whether written or oral, between the Parties as to such services.

9. **Counterparts.** This Agreement may be executed in counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute the same instrument, including facsimiles and DocuSign hereof, and each such executed document will be deemed to be an original document and together will complete execution and effectiveness of this Agreement.

10. **Notices.** Any notice or approval required or permitted under this Agreement shall be in writing (unless otherwise expressly stated) and shall be given: (1) personally; (2) by express courier; (3) by postage prepaid registered or certified U.S. mail, return receipt requested; or (4) by email with confirmation of delivery. Either Party shall notify the other of any change in this information within three (3) business days of such change. Any notice or request made to or by any Party regarding this Agreement shall be made to the representatives identified below.

City of Auburn Board of Public Works and Safety: **Customer:**

City of Auburn
Attn: Electric Utility General Manager
5066 CR 29/ PO Box 506
Auburn, IN 46706

Carles Glass America, LLC
Attn: Alex Rotolo
1900 Center Street
Auburn, IN 46706

11. **Authorization.** Each person signing this Agreement on behalf of a Party represents that he or she is duly authorized to sign this Agreement on such Party's behalf, and is executing this Agreement voluntarily, knowingly, and without any duress or coercion. Specifically, the Board's signatory is authorized by Resolution 2026-03.


IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed in duplicate by their duly authorized representatives to become effective as of the date first written above.

"BOARD"

"CUSTOMER"

**CITY OF AUBURN
BOARD OF PUBLIC WORKS AND SAFETY**

CARLEX GLASS AMERICA, LLC


05/05/2026

David E. Clark Jr, City of Auburn Mayor


04-22-2026

Alex Rotolo, Chief Financial Officer



CERTIFICATE *of* SIGNATURE

REF NUMBER
DEVBE-FOBID-RF2DU-SAT30K

DOCUMENT COMPLETED BY ALL PARTIES ON
22 APR 2026 17:45:01
UTC

SIGNER

TIMESTAMP

SIGNATURE

ALEX ROTOLO

EMAIL:
AROTOLO@CARLEX.COM

SENT
22 APR 2026 14:16:17
VIEWED
22 APR 2026 17:44:41
SIGNED
22 APR 2026 17:45:01

Alex Rotolo

IP ADDRESS
50.144.92.74

LOCATION
NASHVILLE, UNITED STATES

RECIPIENT VERIFICATION

EMAIL VERIFIED
22 APR 2026 17:44:41

