



EnerNOC, Inc  
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February 02, 2017

City of Columbus  
Attn: Department of Public Utilities  
910 Dublin Road  
Columbus, OH 43215

RE: Memorandum of Understanding

This memorandum of understanding ("MOU") is intended to address the relationship of EnerNOC, Inc. ("EnerNOC"), as the sole curtailment service provider in PJM Interconnection, LLC ("PJM"), for the City of Columbus Department of Public Utilities (the "City") and its municipal retail electricity customers ("Customer Sites"). EnerNOC and the City are defined herein as the parties ("Parties") to this MOU.

EnerNOC and the City shall enter into an Energy Management Agreement and Demand Response Statement of Work (collectively, the "Agreement"), which shall set forth the terms and conditions and demand response services to be provided by EnerNOC to the City. Consistent with the goals of EnerNOC and the City, EnerNOC will complete a separate agreement for each interested and eligible Customer Site using the pre-approved pricing (as set forth below) and terms and conditions comparable to the terms and conditions of the Agreement. The term of any executed agreement between EnerNOC and a Customer Site shall align with the term of the Agreement and shall terminate no later than May 31, 2020. Any agreements executed between a Customer Site and EnerNOC shall set forth the rights and responsibilities of EnerNOC and the Customer Site and shall not seek to confer any rights to, or impose any responsibilities upon, the City.

For Customer Sites that enter into an agreement with EnerNOC for less than a 3-year term, EnerNOC site evaluation will determine whether EnerNOC is able to use utility data instead of installing hardware on the Customer Site, depending on the specific site scenario. If site enablement is necessary however, Columbus understands that EnerNOC may elect to charge any new Customer Site a fee of \$1500-\$2500 for a 2-year term or \$3000-\$5000 for a 1-year term. Any such fees will be fully disclosed in the customer agreement and subject to the Customer Sites' signature approval. No enablement fees will be levied for a 3-year term agreement.

Pursuant to the Agreement and the agreements entered into between EnerNOC and the Customer Sites, EnerNOC will be the sole PJM curtailment service provider for those City-owned facilities that are utility customers of the City and the Customer Sites for the term commencing on the effective date of the Demand Response Statement of Work between the City and EnerNOC and ending on May 31, 2020. The energy curtailment services provided by EnerNOC pursuant to the Agreement shall be available to all eligible Customer Sites. EnerNOC confirms that it has the capability to provide demand response opportunities to all of the City's interested and eligible Customer Sites. EnerNOC agrees to market its program to the Customer Sites, including but not limited to, Customer Sites that have participated in PJM's demand response programs in the past.



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For each agreement between EnerNOC and a Customer Site, the Payment Structure will be as follows unless the Customer Site is owned by an existing EnerNOC customer in which the percentage retained by the Customer Site may be higher:

Accepted kW	Percentage of BRA Capacity Clearing Rate Retained by Customer Site	Percentage of PJM Energy Payment Retained by Customer Site
50-249	55	50
250-499	60	60
500-999	65	65
1,000-4,999	70	75
5,000+	75	75

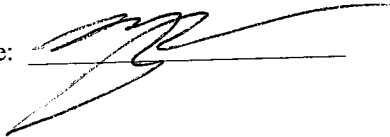
This MOU is meant to provide for an understanding between the Parties. The terms and conditions set forth in this MOU shall be subject to the general provisions set forth in the Agreement entered into between the Parties, which shall not be inconsistent with this MOU. In the event that this MOU conflicts with the provisions contained in the Agreement entered into between the Parties, the terms of the Agreement shall govern.

Agreed to and Accepted:

**EnerNOC, Inc.**

Name: Michael Berdik

Title: General Counsel, VP and Secretary

Signature: 

**City of Columbus Department of Public Utilities**

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

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

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

Approved as to form:

\_\_\_\_\_  
 Richard C. Pfeiffer, Jr.  
 Columbus City Attorney