

MCE Peak Flex Market Direct Participation Enrollment Form Summer 2024

The Peak Flex Market Program (“Program”) is aimed at reducing peak energy demand in the evenings which helps make the grid more resilient. At times when there is peak energy demand – California’s electrical grid is overwhelmed, and electricity costs are high – the Program will pay incentives for shedding or shifting energy consumption using clean energy strategies. Qualifying clean energy strategies (interventions) can include but are not limited to behavioral changes, building or equipment controls and/or scheduling, and battery storage. The Program will pay incentives to participating aggregators, on behalf of their participating MCE customers (“Participant(s)”). Incentives will be paid for impacts achieved during demand response (“DR”) events.

The Peak Flex Market Program utilizes meter or device level data and analytics to accurately quantify energy impacts during Peak Flex event hours. When DR events are forecasted, the Program will send out email notifications roughly 24 hours in advance to allow customers time to prepare for the event.

Demand Response is the energy impact of load shifted or shed during an extreme weather event or grid constraint, when California Independent System Operator (“CAISO”) Flex Alerts are forecasted, anticipated energy supply shortfalls, energy market prices are high, or during weather-related emergencies. MCE will only call a limited number of events during the summer period. During DR events, MCE will pay an incentive valued at \$2,000/MWh. Aggregators and/or Participants are notified via email by the Program roughly 24 hours in advance of the DR event.

The methodologies for determining Demand Response impacts are outlined in the Peak Flex Market’s Implementation and Measurement and Verification (“M&V”) Plan. The Peak Flex Market leverages site level interval meter data, device data, or sub-meter data to determine energy impacts.

Incentive payments for qualifying peak energy demand reduction will occur at the end of the participation year, after the proper M&V has been performed. Incentive payment amounts will be based on energy load shedding or shifting that is measured at the meter by MCE’s authorized contractor, AESC. The baseline period against which the savings are assessed will be determined using days prior to and after the event day. Please refer to the Peak Flex Market’s Implementation and M&V Plan for additional details on how peak energy demand reduction is quantified.

In order to establish Program eligibility, the Program will confirm with the Aggregator that a given project site meets the data sufficiency criteria outlined in the Program plan.¹

¹ Data Sufficiency will be assessed by Program upon site intake – Participants will be alerted within two weeks of eligibility.

Customer Information

Complete all fields below, indicating the business address to receive incentive payments and the project site address, if different. If there are multiple project sites, or electric meters, please include location information and associated Service Account Identification (SAID).

Business Name _____

Business Address _____

Business Operating Hours _____

Primary Contact Name _____

Primary Contact Phone Number _____

Primary Contact Email _____

Project Address (if different from above) _____

Site Service Account Identification (SAID) _____

Estimated Intervention Start Date _____

Intervention Strategy

Check the appropriate boxes below.

- HVAC- cooling set point adjustment, scheduling, etc.
- Lighting- dimming, scheduling, etc.
- Battery energy storage discharge²
- Process change- hours of operation, staffing, etc.
- Other (Please specify below)

Provide additional description of the energy demand reduction intervention(s). Additional supporting documentation may be included separately.

² Battery inverter data must be provided to assess impacts. Data format will need to conform to Program guidelines. Charging during event hours will count against any savings accrued during the evaluation period.

Aggregator Certification

To be eligible to participate in the Program, Aggregator certifies that Participate meets the following requirements, for the duration of the Program:

- Project site is located in the MCE service area and is an MCE customer;
- Participant has a SmartMeter and generates interval data; Participant is not using electricity generated by behind-the-meter fossil fuels to respond to events;
- Participant agrees:
 - to be enrolled in the Peak Flex Market Program and hereby authorizes the provision of this enrollment form and relevant data (including SAIDs) to its authorized contractor (AESC).
 - to allow MCE and its authorized contractors/implementers to use usage and non-usage data gathered as a part of participation in the Peak Flex Market Program for use in regulatory reporting, ordinary business use, industry forums, case studies or other similar activities, in accordance with applicable laws and regulations.

By signing below, Aggregator confirms all information supplied on this form is true and correct, acknowledges Customer’s current participation in other demand response programs, and confirms Customer has received and signed program terms and conditions, which will be made available to Program upon request.

CUSTOMER NAME

CUSTOMER EMAIL

Notify this contact of events

AGGREGATOR NAME

AGGREGATOR EMAIL

Notify this contact of events

AGGREGATOR SIGNATURE

DATE

MCE Peak Flex Market Terms and Conditions

By participating in the MCE Peak Flex Market program, Participant agrees to following terms and conditions:

1. **PERMISSION TO USE DATA:** Participant agrees to allow MCE and its authorized contractors to use usage and non-usage data gathered as a part of the MCE Peak Flex Market Program for use in regulatory reporting, ordinary business use, industry forums, case studies or other similar activities, in accordance with applicable laws and regulations.
2. **INCENTIVE PAYMENTS:** The amount paid as an incentive payment consisting of each MWh or fractional MWh of energy load shed or shifted, daily or during an event. Participant must meet and maintain Program eligibility to receive incentive payments.
3. **QUALIFYING PEAK ENERGY DEMAND REDUCTION:** Customer's shifting or shedding of load to achieve energy demand reduction that qualifies for incentive payments must be accomplished via clean energy strategies and be detectable as per the Implementation and M&V Plan. Demand reduction achieved from a fossil fuel-based strategy (i.e., gas back-up generators) does not qualify for incentive payments.
4. **TAX LIABILITY and CREDITS:** MCE is not responsible for any taxes which may be imposed on a Participant as a result of the rebates provided within the MCE Peak Flex Market Program.
5. **DISPUTES:** Except where otherwise limited by law, MCE reserves the right, at its sole discretion, to make final determinations regarding any disputed issues about the MCE Peak Flex Market Program, including but not limited to eligibility and payment amounts.
6. **PROGRAM CHANGES:** MCE reserves the right to change, modify, or terminate the MCE Peak Flex Market Program at any time without any liability except as expressly stated herein. MCE will honor participation in all DR Events in which Participant participated prior to the date of any change, modification, or termination of this Program, provided that Participant remained eligible to participate in the MCE Peak Flex Market Program through the date of any change, modification or termination.
7. **PROGRAM EXPIRATION:** The MCE Peak Flex Market Program will expire upon October 31, 2024, unless terminated earlier by MCE.
8. **DISCLAIMER:** MCE makes no guarantee, representations, or warranties, expressed or implied, regarding the savings achieved pursuant to this MCE Peak Flex Market Program. MCE will use its best efforts to notify all participants enrolled in the Peak Flex Market Program of a particular event but makes no guarantee the Customer will receive notification of any particular event. MCE has no responsibility to ensure Customer participates in the daily peak hours or a called event, and MCE has no liability to Customer if Customer does not participate in a notified event.
9. **INDEMNIFICATION:** Customer agrees to indemnify, defend, and hold MCE, its employees, officers, and agents, harmless from any and all liabilities including, but not limited to, litigation costs and attorney's fees arising from any and all claims and losses to anyone who may be injured or damaged by reason of Customer's negligence, recklessness or willful misconduct while participating in the MCE Peak Flex Market Program.