

# Customer Project Application Checklist

## Instructions

Complete this checklist as you upload materials to the project's "Application Package" folder.

When all materials are uploaded, notify AESC Implementation Team<sup>1</sup> by sending an email to [flexmarket@aesc-inc.com](mailto:flexmarket@aesc-inc.com):

- Subject Line: "Application Package Review – Aggregator Name, Project Name"
- In the body, include a project folder hyperlink and any messages to AESC Implementation Team.

## Required Information

Create Project Folder on SharePoint shared folder

Upload recent Customer Site Eligibility Tool (CSET) results

Upload Value Estimator Tool (VET) results

Upload Signed Project Application Form

Upload Scope of Work

Upload Savings / Energy Calculations

Upload Equipment Performance Specifications

Upload Copy of Customer's PG&E Bill

## As-Needed Supplementary Data

Upload Identification of Potential NREs (if applicable)

Upload Generation (kWh) Data from Non-IOU Fuel Source (if applicable)

Upload Operations, Maintenance, and Monitoring (OM&M) Plan (if applicable)

Additional information can be found in the Project Application Package Submittal document on the aggregator website portal.

<sup>1</sup> Defined as AESC and/or its subcontractors.

# Customer Project Application

## Step 1 – Customer Contact

Customer Business Name

Customer Contact Name and Title

Contact Number

Alternative Contact Number (optional)

Mailing Address

City

State

Zip Code

Email Address

## Step 2 – Basic Project Information

Project Name

Facility Address

City

State

Zip Code

## Project Description (Energy Efficiency Measures Identified)

Electric Utility Provider

Natural Gas Utility Provider (For therms savings only)

Electric Service Agreement ID#

Gas Service Agreement ID# (For therms savings only)

Electric Meter #

Gas Meter # (As needed; For therms savings only)

Electric Meter # (As needed)

Gas Meter # (As needed; For therms savings only)

Electric Meter # (As needed)

Gas Meter # (As needed; For therms savings only)

*If required, additional meters may be submitted on a separate document.*

### Step 3 – Energy Efficiency Measures

	Description	kWh Savings (Per Value Estimator Tool Report)	Therm Savings (If applicable)
EEM-1	_____		
EEM-2	_____		
EEM-3	_____		
Total		_____	
Total Project Cost	_____		
Estimated project start date	_____	Estimated project completion date	_____

*If required, additional measures may be submitted on a separate document.*

Check here if the electric account is enrolled in or plans to enroll in a Demand Response (DR) Program.

*If checked, indicate which DR program.* \_\_\_\_\_

\* Participants in the Commercial EE Market are eligible to participate in Demand Response Events for MCE's Peak Flex Market program.

### Step 4 – Influence

Aggregator to provide a short summary of how the respective MCE Market program influenced project viability, timeline, and/or scope.

*If additional space is needed, please submit a separate document.*

**Step 5 – Aggregator Information**

Aggregator Company Name	Contact Number
Aggregator Contact Name	Aggregator Contact Title
Aggregator Contact Signature	Aggregator Contact Email Address

*By signing this form the Aggregator is confirming that information contained in this document is true and correct.*

**Step 6 – Program Participation Agreement**

**By signing this agreement Customer:**

- i. agrees to share project-related Customer data with AESC Implementation Team, MCE
- ii. authorizes AESC Implementation Team access to site energy use data as required to qualify the project and quantify estimated and actual energy savings
- iii. authorizes AESC to share customer utility data with Aggregator that is required for the screening, execution, tracking, or monitoring of the project.
- iv. agrees to the screening, execution, tracking, or monitoring of the project
- v. agrees to sign over 100% of incentive payment to Aggregator
- vi. has reviewed and agrees to be legally bound by the Terms and Conditions below.

**Multi-site Customers**

(Optional) Multi-site Customer authorizes AESC to share customer utility data with Aggregator for site addresses referenced below, as required for the screening, execution, tracking, or monitoring of the project. If more space is needed, please attach a full list of addresses and reference the attachment below.

(Optional) Multi-site Customer authorizes that their signature is valid for all Market Access Program project applications submitted at the addresses listed above or attached.

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**Signature**

Customer Signature	Customer Name
Date	

## Step 7 – Terms and Conditions

**Customer agrees to implement its Project at the designated property (Site) in accordance with these Terms and Conditions:**

1. **OVERVIEW.** The Commercial Energy Efficiency Market Program (Program), implemented by AESC (AESC or Implementer) and sponsored by MCE (SPONSOR), provides incentives to eligible participating aggregators within Sponsor's service territory to support grid reliability. Sponsor has contracted with AESC as the Program implementer to provide Program administration and technical assistance to accomplish all aspects of the Program at no cost to the Customer.
2. **AUTHORITY.** Customer represents and warrants it has the Project Site owner's permission to implement the Project in accordance with these Terms.
3. **ELIGIBILITY.** Projects for Population-based NMEC or site-based NMEC (if applicable) must be located in MCE's service area, not currently participating, and have not participated in the past 12 months, in a CPUC ratepayer-funded energy efficiency program, Customer pays the public purpose fund surcharge, and the Project measure(s) have not been replaced within the last five (5) years and all other eligibility requirements listed in the Program Manual or as may be required by SPONSOR.
4. **PROGRAM REGULATORY AND MANUAL RULES.** Project implementation is subject to applicable California Public Utility Commission (CPUC) regulatory mandates, the Program's rules and policies, which may change without notice, which include Program Manual, Program Implementation Plan, Program M&V plan, Program QA/QC plan, CPUC NMEC Rulebook, and any other CPUC dispositions which may impact this Program's implementation are individually and collectively referred to as the Program Manual Rules. PROGRAM CHANGES: SPONSOR reserves the right to change, modify, or terminate the Program at any time without any liability except as expressly stated herein.
5. **WORKFORCE STANDARDS AND INCENTIVES FOR HVAC AND LIGHTING CONTROL MEASURES.** Aggregator shall comply with the workforce qualifications, certifications, standards and requirements set forth below or established by any applicable law or regulation. Prior to commencement of any Services, once per calendar year, and at any other time as may be requested by SPONSOR or AESC, Aggregator shall provide, and shall require every Subcontractor to provide all documentation necessary to demonstrate to SPONSOR's or AESC's reasonable satisfaction that Aggregator has complied with the Workforce Standards. Projects that receive an incentive for non-residential heating, ventilation, and air conditioning (HVAC) measure exceeding \$3,000 and/or for lighting control (LC) measure exceeding \$2,000, prior to these measures being installed, modified or maintained, each technician rendering such work is required to provide their applicable qualification documentation and must have at least one of the following: (a) Completed an accredited HVAC apprenticeship. (b) Is enrolled in an accredited HVAC apprenticeship. (c) (i) Completed at least five years of work experience at the journey level according to the Department of Industrial Relations definition, Title 8, Section 205, of the CA Code of Regulations, (ii) passed a practical and written HVAC system installation competency test, and (iii) received credentialed training specific to the installation of the technology being installed; or (d) Has a C-20 HVAC Aggregator license issued by the CA Contractors State Licensing Board; and for LC Measures all workers or technicians involved in the project, including those of its Aggregator Parties must be certified by the CA Advanced Lighting Controls Training Program.
6. **WRITTEN PROJECT APPROVAL.** Projects require written approval prior to being implemented. Customers must not remove any Project existing equipment/systems, pre-order, purchase, or install any equipment, until such Project approval is provided.
7. **PRODUCT MEASURE QUALIFICATION.** Equipment leased, rebuilt, resale products, received from warranty or insurance, exchanged, or won as a prize; new parts installed in existing equipment, do not qualify.
8. **PROJECT DESIGN, FEASIBILITY, INSTALLATION AND PERMITS.** If applicable, SPONSOR may review, but has no responsibility for, the Project's design, construction, operation, or maintenance and such review does not constitute any guarantee or representation as to the economic or technical feasibility, operational capability, or reliability of the Project implementation or measures. SPONSOR shall not be responsible for obtaining any necessary Project permits, materials, final design, fees to develop and implement the Project's scope, acquire bids, hire appropriate licensed contractor(s) and other labor if required, verify applicable workforce standards, technical and operational Project feasibility, copying plans, security access fees, and all other related ancillary costs to implement the Project, which are to be reviewed and decided between the Implementer and Customer to determine responsibility.

## Terms and Conditions - Continued

9. **PROJECT INSTALLATION OPERATIONAL DUE DATE.** Projects must be completed and fully operational no later than December 31, 2026, or within 6 months of date of Reservation Approval Letter, whichever comes first. Project completion after this date, or if Customer no longer pays the public purpose fund surcharge, will result in the Project Incentive being off-set, pro-rated, requiring partial or full refund, or disqualified.
10. **PROJECT SITE ACCESS.** Aggregator shall be responsible for obtaining any and all access rights from Program Participants and other third parties to the extent necessary to perform the work. Aggregator shall also procure any and all access rights from Participants and other third parties in order for SPONSOR and AESC employees, representatives, designees, and contractors to access the site and inspect the work prior to, during, and after installation.
11. **PROJECT IMPLEMENTATION CHANGES.** Any Project scope or Site conditions that involve material changes, occurrences of non-routine events (i.e. required use of additional heating and cooling loads, longer or shorter operating hours), during the Project implementation or after that impacts the Project energy saving benefit, Aggregator will promptly provide written description of these issues to Implementer.
12. **CALCULATION OF THE INCENTIVE.** Incentives are paid based on the Project's completed verified energy savings. The estimated energy savings and installation costs stated on this Agreement are ESTIMATES only and actual results may vary. Implementer and SPONSOR will validate the Project's baseline energy measurements, verify the actual energy savings, and determine incentive payment to align with the Program Manual Rules and Agreement Terms.
13. **CUSTOMERS WITH SELF GENERATION CAPABILITIES.** For customers with an existing cogeneration or self-generation system at the Project Site, the savings used to calculate the Project incentive will be limited to the previous 12-month energy usage (kW, kWh and Therms) purchased from or delivered by the utility providing services on the Project's meter(s).
14. **INCENTIVES.** Project incentives are paid to Aggregators based on measured energy savings and the project's Total System Benefits and are paid on a first-come, first-served basis until depleted or otherwise directed by the CPUC. Incentives may not exceed Total System Benefit or the actual annual amount of electricity usage recorded at the Project's meter.
15. **PROJECTS WITH NON-SPONSOR ENERGY SUPPLY.** For Non-SPONSOR supply, i.e. generation or deliveries from another commodity supplier, Project incentives will be solely determined by SPONSOR based only on the energy savings reflected on the electric grid or natural gas system.
16. **CPUC DISCLOSURE AND RIGHTS.** The CPUC is authorized to modify Program Terms at any time. All Program Customer Project details, results, reports, energy usage data, or other information, shall be made available to the CPUC upon request.
17. **TERM AND TERMINATION.** This Agreement is effective upon the Customer's signature and expires upon SPONSOR receiving the Project's energy savings, unless terminated sooner. This agreement is subject to changes, modifications, or termination by order or directive of the CPUC or SPONSOR. Implementer and SPONSOR shall not be liable for any damages or claims arising from such termination.
18. **RELEASE OF CUSTOMER DATA.** Customer understands and consents to Implementer and SPONSOR collecting the Customer's personal identifiable information, energy usage data, account number, billing data, documentation, and other materials as necessary to participate and implement the Project under the Program, which shall collectively be referred to as "Customer Data". Customer further consents to Implementer and SPONSOR accessing, using, copying, confidentially disclosing to their representatives, their Customer Data and/or being contacted, for the sole and limited purpose to meet the obligations to process, evaluate, and administer the Project in compliance with the Program Manual Rules and Agreement Terms.
19. **INDEMNIFICATION.** Customer agrees to indemnify Sponsor and hold Sponsor harmless from any and all losses, costs, damages, and liabilities arising from any claims related to their participation in the Program.