



MCE Peak FLEXmarket Direct Participation Enrollment Form Summer 2022-23

The Peak FLEXmarket Program (“Program”) is aimed at reducing peak energy demand in the evenings, and making the grid more resilient. At times when there is peak energy demand – when California’s electrical grid is overwhelmed and electricity costs are high – MCE will pay incentives to participants for shedding or shifting their 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. MCE, through the Peak FLEXmarket Program, will pay incentives to participating aggregators or participating MCE customers (“Participant(s)”) who work directly with an MCE business relationship manager. Incentives will be paid for two different types of peak energy impacts: flex savings and demand response.

The Peak FLEXmarket Program utilizes meter data and analytics to accurately quantify energy impacts – and when the need to reduce energy is the greatest, participants are compensated the most. Those customers who are able to participate during the daily peak hours can rely on a consistent performance-based incentive. When Demand Response Events are forecasted, MCE will send out email notifications roughly 24 hours in advance to allow customers time to prepare for the event.

Flex Savings: Daily energy load shedding or shifting may generate flex savings. Flex savings – paid on an average of \$0.35/kWh – are the energy impacts of load shifted or shed on a daily basis during summer peak hours, 4-9 PM, from June 1st until September 30th. A premium rate of roughly \$0.46/kWh is applied to the 7-9pm hours.

Demand Response: Measured the same as Flex savings, Demand Response is the energy impact of load shifted or shed during an extreme weather event, when California Independent System Operator (“CAISO”) Flex Alerts are forecasted. During Demand Response (“DR”) events, MCE will pay an incentive valued \$2,000/MWh. Participants are notified via email by MCE roughly 24 hours in advance of the DR event.

The methodology for determining Flex Savings and/or Demand Response is outlined in the [Peak FLEXmarket’s Implementation and M&V Plan](#)¹. The Peak FLEXmarket leverages site level interval meter data to determine energy impacts, and does not review device or sub-meter level data.

Incentive payments for qualifying peak energy demand reduction by MCE will occur on a quarterly basis as described in the Program’s Implementation and M&V Plan. Incentive payment amounts will be based on energy load shedding or shifting that is measured at the meter by MCE’s authorized contractor. Measurements will take place both before the clean energy strategy is used, and after the clean energy strategy is used. Please refer to the [Peak FLEXmarket’s Implementation and M&V Plan](#) for additional details on how peak energy demand reduction is quantified.

In order to establish Program eligibility, MCE will confirm with the Participant that a given project site meets the data sufficiency criteria outlined in the Program plan.²

1 <https://www.demandflexmarket.com/peak-event.html#!directory>

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

Customer Enrollment Information

Customer Name _____

Customer Address _____

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 _____

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

Intervention Savings Forecast

Forecasted savings should be as accurate as possible. Understanding that intervention strategies may vary on a daily/weekly/monthly basis, please use a conservative approach in your calculations. MCE staff are available to assist in the formulation of savings forecast, if necessary. Simplified program assumptions are below:

- Forecasted energy reduction = participating hours X average kW saved in one hour
- 610 hours in program period (4-9pm, June 1st-September 30th)

Forecasted energy reduction for program period _____ (kWh)

Forecasted energy demand reduction during demand response events _____ (kW)

**Participant must generate a reasonable, substantiated forecast of peak period energy savings. Customers who are not able to demonstrate net positive energy savings during the peak hours on a monthly basis, or during Demand Response Events, may be excluded from the program at MCE's discretion.*

Customer Self Certification

To be eligible to participate in the Program, Participant must certify that, for the duration of the Program:

- Project site is located in the MCE service area;
- Participant has a SmartMeter and generates interval data;
- Participant has a staff member with the ability to influence energy usage at Participant site(s)
- Participant meets the following Program-specific data requirements:

For Flex Savings Participants (full participation), Participant must also certify that the Participant:

- Has not participated in a California Public Utility Commission-funded energy efficiency program within the past 12 months;
- Has not installed solar at least 12 months prior to intervention.

For Demand Response Participants (no credit for daily load shifting), Participant must also certify that the Participant:

- Has a SmartMeter with ongoing data collection starting 45 days prior to any event, and continuing through 15 days post event.

To enroll in the Peak FLEXmarket Program as a direct Participant, sign below and complete the above form which captures all relevant service address identification numbers (“SAIDs”) for your facility and acknowledges any current participation in other demand response programs.

By signing below, Participant will be enrolled in the Peak FLEXmarket Program and hereby authorizes the provision of this enrollment form and relevant data (including SAIDs) to its authorized contractor (Recurve). Participant also agrees to allow MCE and its authorized contractors/implementers to use usage and non-usage data gathered as a part of participation in the Peak FLEXmarket Program for use in regulatory reporting, ordinary business use, industry forums, case studies or other similar activities, in accordance with applicable laws and regulations.

CUSTOMER NAME

CUSTOMER EMAIL

CUSTOMER SIGNATURE

DATE



MCE Peak FLEXmarket Pilot Terms and Conditions

By participating in the MCE Peak FLEXmarket 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 FLEXmarket 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 Participant as a result of the rebates provided within the MCE Peak FLEXmarket 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 FLEXmarket 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 FLEXmarket Program at any time without any liability except as expressly stated herein. MCE will honor participation in all Resiliency 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 FLEXmarket Program through the date of any change, modification or termination.
7. **PROGRAM EXPIRATION:** The MCE Peak FLEXmarket Program will expire upon September 1, 2023, 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 FLEXmarket Program. MCE will use best efforts to notify all participants enrolled in the Peak FLEXmarket Program of a particular event, but makes no guarantee 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 FLEXmarket Program.