ADVICE LETTER SUMMARY

ENERGY UTILITY

MUST BE COMPLETED BY UTILITY (Attach additional pages as needed)

Company name/CPUC Utility No.: Clean Power Alliance of Southern California

Utility type:
- [x] ELC
- [ ] GAS
- [ ] WATER
- [ ] PLC
- [ ] HEAT

Contact Person: C.C. Song
Phone #: 213-713-0363
E-mail: csong@cleanpoweralliance.org
E-mail Disposition Notice to: csong@cleanpoweralliance.org

EXPLANATION OF UTILITY TYPE
ELC = Electric GAS = Gas WATER = Water
PLC = Pipeline HEAT = Heat

(Date Submitted / Received Stamp by CPUC)
December 20, 2023

Advice Letter (AL) #: 0025-E

Tier Designation: 2

Subject of AL: Clean Power Alliance of Southern California's Disadvantaged Communities Green Tariff Program and Community Solar Green Tariff Program Tariff Updates

Keywords (choose from CPUC listing):

AL Type: [ ] Monthly [ ] Quarterly [ ] Annual [x] One-Time [ ] Other:

If AL submitted in compliance with a Commission order, indicate relevant Decision/Resolution #:
Decision 18-06-027 and Resolution E-4999

Does AL replace a withdrawn or rejected AL? If so, identify the prior AL: N/A

Summarize differences between the AL and the prior withdrawn or rejected AL: N/A

Confidential treatment requested? [ ] Yes [x] No

If yes, specification of confidential information:
Confidential information will be made available to appropriate parties who execute a nondisclosure agreement. Name and contact information to request nondisclosure agreement/access to confidential information:

Resolution required? [ ] Yes [x] No

Requested effective date:

No. of tariff sheets:

Estimated system annual revenue effect (%): N/A

Estimated system average rate effect (%): N/A

When rates are affected by AL, include attachment in AL showing average rate effects on customer classes (residential, small commercial, large C/I, agricultural, lighting).

Tariff schedules affected: N/A

Service affected and changes proposed[1]: N/A

Pending advice letters that revise the same tariff sheets: N/A

[1] Discuss in AL if more space is needed.

Clear Form

Protests and all other correspondence regarding this AL are due no later than 20 days after the date of this submittal, unless otherwise authorized by the Commission, and shall be sent to:

CPUC, Energy Division
Attention: Tariff Unit
505 Van Ness Avenue
San Francisco, CA 94102
Email: EDTariffUnit@cpuc.ca.gov

Name: C.C. Song
Title: Senior Directory, Regulatory Affairs
Utility Name: Clean Power Alliance of Southern California
Address: 801 S. Grand Ave., Ste. 400
City: Los Angeles
State: California Zip: 90017
Telephone (xxx) xxx-xxxx: 213-713-0363
Facsimile (xxx) xxx-xxxx:
Email: csong@cleanpoweralliance.org

Name: Clark McIsaac
Title: Advisor, Regulatory Affairs
Utility Name: Clean Power Alliance of Southern California
Address: 801 S. Grand Ave., Ste. 400
City: Los Angeles
State: California Zip: 90017
Telephone (xxx) xxx-xxxx: 213-376-4850
Facsimile (xxx) xxx-xxxx:
Email: cmcisaac@cleanpoweralliance.org

Clear Form

ENERGY Advice Letter Keywords

Affiliate	Direct Access	Preliminary Statement
Agreements	Disconnect Service	Procurement
Agriculture	ECAC / Energy Cost Adjustment	Qualifying Facility
Avoided Cost	EOR / Enhanced Oil Recovery	Rebates
Balancing Account	Energy Charge	Refunds
Baseline	Energy Efficiency	Reliability
Bilingual	Establish Service	Re-MAT/Bio-MAT
Billings	Expand Service Area	Revenue Allocation
Bioenergy	Forms	Rule 21
Brokerage Fees	Franchise Fee / User Tax	Rules
CARE	G.O. 131-D	Section 851
CPUC Reimbursement Fee	GRC / General Rate Case	Self Generation
Capacity	Hazardous Waste	Service Area Map
Cogeneration	Increase Rates	Service Outage
Compliance	Interruptible Service	Solar
Conditions of Service	Interutility Transportation	Standby Service
Connection	LIEE / Low-Income Energy Efficiency	Storage
Conservation	LIRA / Low-Income Ratepayer Assistance	Street Lights
Consolidate Tariffs	Late Payment Charge	Surcharges
Contracts	Line Extensions	Tariffs
Core	Memorandum Account	Taxes
Credit	Metered Energy Efficiency	Text Changes
Curtailable Service	Metering	Transformer
Customer Charge	Mobile Home Parks	Transition Cost
Customer Owned Generation	Name Change	Transmission Lines
Decrease Rates	Non-Core	Transportation Electrification
Demand Charge	Non-firm Service Contracts	Transportation Rates
Demand Side Fund	Nuclear	Undergrounding
Demand Side Management	Oil Pipelines	Voltage Discount
Demand Side Response	PBR / Performance Based Ratemaking	Wind Power
Deposits	Portfolio	Withdrawal of Service
Depreciation	Power Lines	

Clear Form

December 20, 2023

California Public Utilities Commission
Energy Division
Attention: Tariff Unit
505 Van Ness Avenue, 4th Floor
San Francisco, CA 94102-3298

CPA Advice Letter 0025-E

SUBJECT: Clean Power Alliance of Southern California's Disadvantaged Communities Green Tariff Program and Community Solar Green Tariff Program Tariff Updates

In accordance with California Public Utilities Commission's ("Commission") Decision ("D.") 18-06-027,[1] Clean Power Alliance of Southern California ("CPA") respectfully submits this Advice Letter ("AL"), which details changes to its Disadvantaged Communities Green Tariff Program ("DAC-GT") and Community Solar Green Tariff Program ("CSGT") tariffs. The updated tariffs are attached hereto as described below.

PURPOSE

Pursuant to D.18-06-027, CPA submits this AL to update its Schedule DAC-GT Tariff and Schedule CSGT Tariff to (1) provide general updates to improve the clarity and readability of each tariff, (2) explain a process for DAC-GT participants that lose California Alternate Rates for Energy ("CARE") or Family Electric Rate Assistance Program ("FERA") eligibility to remain enrolled in the program, (3) add a reservation of rights clause, and (4) add a limitation of liability clause.

[1] Decision (D.) 18-06-027 at page 103, Ordering Paragraph ("OP") 13.

801 S. Grand Ave., Suite 400, Los Angeles, CA 90017
cleanpoweralliance.org

BACKGROUND

On June 21, 2018, the Commission issued D.18-06-027 ("Decision") adopting three new programs to promote the installation of renewable generation among residential customers in DACs,[2] as directed by the California Legislature in Assembly Bill (AB) 327 (Perea), Stats. 2013, ch 611. Pursuant to the Decision, Community Choice Aggregators ("CCAs") may develop and implement their own DAC-GT and CSGT programs.[3] CCA programs must abide by all DAC-GT or CSGT rules and requirements adopted in the Decision.[4] The Decision provides that CCAs must file a Tier 3 AL to implement the CCA DAC-GT and CSGT programs and allows CCAs to combine DAC-GT and CSGT proposals into one Tier 3 AL.[5] Resolution E-4999 further stipulates that such ALs must be filed on or before January 1, 2021 or the capacity allocated to the CCA will be reverted to an IOU or another CCA.[6]

CPA filed its Tier 3 AL (CPA AL 0004-E) on December 27, 2019, to create DAC-GT and CSGT programs consistent with all provisions in D.18-06-027, D.18-10-007,[7] Resolution E-4999, as well as guidance received from the Commission's Energy Division. Subsequently, the Commission issued Resolution E-5102 on November 5, 2020, and approved CPA's DAC-GT and CSGT program AL, which included sample rate schedules for CPA's DAC-GT and CSGT programs.[8]

On November 12, 2021, CPA submitted AL 0012-E in order update its DAC-GT Tariff and CSGT Tariff to comply with requirements in Resolution E-4999 to update program materials to reflect updates to the CalEnviroScreen mapping tool. On November 9, 2022, CPA submitted AL 0018-E in order update its DAC-GT Tariff and CSGT Tariff to comply with requirements in Resolution E-5212 to update program eligibility rules.[9] The Commission accepted and approved both ALs. CPA hereby submits this AL to make further updates to its DAC-GT Tariff and CSGT Tariff.

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[2] DACs are defined under D.18-06-027 as communities that are identified in the CalEnviroScreen 3.0 as among the top 25 percent of census tracts statewide, plus the census tracts in the highest five percent of CalEnviroScreen's Pollution Burden that do not have an overall CalEnviroScreen score because of unreliable socioeconomic or health data. Program eligibility is subject to be updated based on the latest version of CalEnviroScreen (pages 38-39).

[3] D.18-06-027 at page 104, OP 17. The third program established by the Decision is the DAC-Single-family Affordable Solar Housing program which is to be managed by a statewide program administrator.

[4] *Id.* at page 104, OP 17.

[5] *Id.* at page 56, FN 36.

[6] Resolution E-4999 at page 54, Findings and Conclusions 19.

[7] D.18-10-007 issued on October 18, 2018, corrected and clarified certain matters in the D.18-06-027 including application of the DAC-GT and CSGT customer bill discount and the definition of "5 miles" with regard to maximum distance between CSGT facilities and subscribing customers.

[8] In addition to the adoption of programs and authorization of CCAs to implement their own DAC-GT and CSGT programs, D.18-06-027 requires program administrators to submit tariffs to the Commission through a Tier 2 advice letter. D.18-06-027 at page 103, OP 13.

[9] Resolution E-5212 at pages 14-15, OPs 1-4.

SUMMARY OF TARIFF CHANGES

1. Schedule DAC-GT, Disadvantaged Community Green Tariff Program

a. Reorganization of Information and Clarifications

CPA provides general updates throughout its DAC-GT Tariff, attached hereto as Attachment A along with a redline compared to the previous version of such tariff as Attachment B, to improve clarity and readability of the tariff. Clarifying updates are made to all sections in the DAC-GT Tariff.

b. Customer De-enrollment

CPA has an existing process by which customers who lose their CARE or FERA eligibility with SCE may retain their DAC-GT program eligibility by recertifying their CARE or FERA eligibility with CPA. The DAC-GT Tariff update adds language explaining this process to the following section of the DAC-GT Tariff:

- Terms and Conditions

c. Reservation of Rights

CPA incorporates a new clause clarifying CPA's "Reservation of Rights" to address CPA program rights relative to program components through a public process. The update includes a new subsection "Reservation of Rights" added to the following section of its DAC-GT Tariff:

- Terms and Conditions

d. Limitation of Liability

CPA incorporates a new clause explaining the limitation of liability of parties under the tariff. The Limitation of Liability subsection is added to the following section of its DAC-GT Tariff:

- Terms and Conditions

2. Schedule CSGT, Community Solar Green Tariff Program

a. Reorganization of Information and Clarifications

CPA provides general updates throughout the CSGT Tariff, attached hereto as Attachment C along with a redline compared to the previous version of such tariff as Attachment D, to improve clarity and readability of the tariff. Clarifying updates are made to all sections in the CSGT Tariff.

b. Reservation of Rights

CPA incorporates a new clause clarifying CPA's "Reservation of Rights" to address CPA program rights relative to program components through a public process. The update includes a new subsection "Reservation of Rights" added to the following section of its CSGT Tariff:

- Terms and Conditions

c. Limitation of Liability

CPA incorporates a new clause explaining the limitation of liability of parties under the tariff. The Limitation of Liability subsection is added to the following section of its CS-GT Tariff:

- Terms and Conditions

ATTACHMENTS

This AL contains the following attachments:

- Attachment A: Schedule DAC-GT, Disadvantaged Community Green Tariff Program (clean, no redlines)
- Attachment B: Schedule DAC-GT, Disadvantaged Community Green Tariff Program (redlined)
- Attachment C: Schedule CS-GT, Community Solar Green Tariff Program (clean, no redlines)
- Attachment D: Schedule CS-GT, Community Solar Green Tariff Program (redlined)

TIER DESIGNATION

Pursuant to General Order (GO) 96-B, Energy Industry Rule 5.2, this AL is submitted with a Tier 2 designation.

EFFECTIVE DATE

Pursuant to GO 96-B, this AL will become effective on January 19, 2024, 30 days after the date this AL was submitted.

NOTICE

Anyone wishing to protest this AL must do so by electronic submission to EDTariffUnit@cpuc.ca.gov, which must be received by the Energy Division and CPA no later than 20 days after the date of this AL. In addition, protests and all other correspondence regarding this AL should be sent by letter or transmitted electronically to the attention of:

C.C. Song
Senior Director of Regulatory Affairs
Clean Power Alliance of Southern California
801 S. Grand Ave., Suite 400
Los Angeles, CA 90017
Email: csong@cleanpoweralliance.org

Clark McIsaac
Advisor, Regulatory Affairs
Clean Power Alliance of Southern California
801 S. Grand Ave., Suite 400
Los Angeles, CA 90017
Email: cmcisaac@cleanpoweralliance.org

There are no restrictions on who may file a protest, but the protest shall set forth specifically the grounds upon which it is based and shall be submitted expeditiously.

Pursuant to Resolution E-5174, this document will be submitted in electronic form only to EDTariffUnit@cpuc.ca.gov. In accordance with General Rule 4 of GO 96-B, CPA is serving copies of this AL to the interested parties shown on the R.14-07-002 and A.16-07-015 service lists. For changes to service lists, please contact the Commission's Process Office at (415) 703-2021 or by electronic mail at Process_Office@cpuc.ca.gov.

Attachment A

Power Share Tariff

The purpose of the Clean Power Alliance ("CPA") Power Share Tariff (referred to as "CPA Power Share" or "Power Share") is to provide eligible customers residing in disadvantaged communities with a bill discount for 100 percent renewable resources from qualified renewable generating facilities in disadvantaged communities ("qualified facilities," as defined below) procured by CPA to serve those customers' electricity needs.

A. APPLICABILITY

The CPA Power Share Tariff is available to residential CPA customers who are eligible for the California Alternate Rates for Energy ("CARE") or Family Electric Rate Assistance ("FERA") program and reside within a disadvantaged community ("DAC") as defined and detailed in the Terms and Conditions below.

CPA will enroll customers in Power Share on a first-come, first-served basis until customer subscriptions reach 12.19 megawatts ("MW") (CPA's "Power Share Program Cap"). Enrollment in Power Share will occur as specified in the Terms and Conditions below. Once CPA reaches its Power Share Program Cap, a wait list will be maintained for new subscriptions. When program capacity becomes available, CPA will enroll new eligible customers on a first-come, first-served basis.

This program is not available to customers on certain rate schedules or products as detailed in the Terms and Conditions below.

CPA will procure energy to serve customers enrolled in this program via Power Purchase Agreements with qualified facilities as detailed in the Terms and Conditions below.

This program will be available for customer participation as of December 7, 2020.

B. RATES AND CREDITS

All customers enrolling in CPA Power Share will receive 100% renewable electricity generation priced the same as CPA's Clean Power rate tier prior to application of a 20% bill discount as described below. Customers will remain on their current applicable Southern California Edison ("SCE") rate schedule(s) for transmission and delivery charges. All charges, credits and provisions of a customer's otherwise applicable tariffs, rates, or policies ("OAT") apply.

The total amount billed to the customer by CPA will be adjusted by applying a credit and/or discounted generation rate to the customer's monthly usage that provides the equivalent of a 20 percent discount on their total bill under the OAT (including CPA generation charges at the Clean Power rate tier, SCE delivery charges, and SCE CCA cost responsibility surcharges) prior to the application of any fixed charges, credits, state and local taxes, or fees. CPA will adjust the Power Share rates in order to maintain the 20 percent bill discount whenever the otherwise applicable CPA or SCE rates change. Notice of any change to the Power Share rates arising from a change to SCE rates or other charges will be posted to CPA's website at www.cleanpoweralliance.org and any change to the Power Share program or rates arising from a CPA rate change will be adopted at a duly noticed public meeting of CPA's Board of Directors.

Existing CARE or FERA customers, and customers eligible for CARE or FERA who enroll in CARE or FERA in the process of signing up for Power Share, will retain their CARE or FERA discount and the 20 percent Power Share discount will be applied to the customer's CARE or FERA rate.

C. TERMS AND CONDITIONS

1. **Customer eligibility**. To enroll in CPA Power Share customers must meet the following eligibility criteria:
   a. **CPA enrollment:** Participants must be residential CPA customers. SCE bundled customers and customers served by Direct Access providers are not eligible to participate in this program.
   b. **CARE/FERA eligibility:** Customers must be eligible for the California Alternate Rates for Energy ("CARE") or Family Electric Rate Assistance ("FERA") program. If a customer is not already enrolled in CARE or FERA they may enroll in CARE or FERA prior to signing up for the Power Share Program. If they elect not to enroll in CARE or FERA, they will be required to certify their CARE or FERA eligibility with CPA as part of the process of enrolling in the Power Share Program.
   c. **Disadvantaged community**: The customer's service address must be located in a DAC, which is a census tract that is either (1) identified by CalEnviroScreen 3.0, or CalEnviroScreen 4.0, or a subsequent version of CalEnviroScreen as scoring among the top 25 percent of census tracts statewide, (2) a census tract scoring in the highest 5 percent of the Pollution Burden score in CalEnviroScreen 3.0, or CalEnviroScreen 4.0, or a subsequent version of CalEnviroScreen that does not have an overall CalEnviroScreen score because of unreliable socioeconomic or health data, or (3) is located in California Indian Country as defined in 18 United States Code Section 1151, with the exception of privately held in-holdings, which are defined as non-Indian owned fee land located within the exterior boundaries of California Indian Country; in the event of multiple owners, such land shall be considered Indian owned if at least one owner is a tribe or tribal member, regardless of the use of the land.

      In the event the census tract in which a customer resides is not scored in a subsequent version of the CalEnviroScreen tool as a top 25 percent DAC or as one of the census tracts in the top 5 percent of pollution burden, the customer may retain their eligibility for DAC-Green Tariff, so long as such customer continues to meet all other eligibility criteria.

2. **Participation in Demand Response programs.** Customers served by CPA Power Share can concurrently participate in Demand Response ("DR") Programs for which they are otherwise eligible. All DR payments and credits are based on a customer's metered usage and are not impacted by participation in this program.

3. **Ineligible rates.** Customers served under the following rate schedules cannot concurrently participate in Power Share:
   a. Net Energy Metering (NEM) schedules.
   b. Other CPA rate options including CPA's 100% Green Power, Clean Power and Lean Power rates and Power Share Community Solar Tariff.
   c. Customers served under a master meter rate schedule (Schedules DM, DMS-1, DMS-2 or DMS-3).
   d. TOU-EV-1 or other non-CARE/FERA eligible rates.

e. Non-residential rate schedules.

The program is not currently available to customers on SCE's utility employee ("DE") or TOU-D-T rate schedules.

4. **Customer enrollment and term.** After the program start date, service under Power Share rates will become effective within two billing periods after CPA receives a request from a customer to enroll in this program and CPA has confirmed that the customer meets program eligibility requirements.

   There is no minimum length of time that a customer must take service under this program. There is also no termination fee associated with de-enrolling from Power Share. In the event a customer elects to no longer receive service under this program, the change will become effective no later than two billing periods after the date that CPA receives the customer's request to de-enroll from Power Share. Customers are eligible to remain on Power Share rates for a period of up to 20 years from the date they first began service under this program.

   In the event that a customer turns off service at their current address and moves to a new location, the customer will need to recertify eligibility at the new location for service under this program. If they still meet all eligibility requirements specified in section C.1, above, the customer will retain their status as a program participant as long as the customer's turn-on date at the new location is within 90 days of the final billing date at their original location and CPA receives a new enrollment application within 90 days of the customer's turn-on date.

   Customers enrolled in CARE or FERA must recertify their CARE or FERA eligibility with SCE as required by SCE tariffs. Customers who are not enrolled in CARE or FERA but are eligible for Power Share will be required to recertify their CARE or FERA eligibility through CPA at the end of the calendar year following a customer's enrollment and at the end of every calendar year thereafter. Customers who, after enrollment in Power Share, become ineligible for Power Share will be de-enrolled from Power Share and returned to their previous CPA rate option.

5. **Maximum subscription per customer**. Enrollment in this program is capped at 2 MW for any single customer.

6. **Qualified facilities.** To serve customers enrolled in Power Share, CPA will procure energy resources, up to the Power Share Program Cap, from qualified facilities which are defined as new Renewable Portfolio Standard ("RPS") eligible generating facilities with a nameplate rated generating capacity between 500 kW to 20 MW that are:
   a. Located within a DAC in CPA or SCE's service territory;
   b. Contracted by CPA via a Power Purchase Agreement to supply energy to CPA for the purpose of meeting customer subscriptions under the Power Share Program; and
   c. Green-e Certified.

   Prior to new qualified facilities coming online, CPA will serve Power Share customers on an interim basis utilizing existing resources that otherwise meet all Power Share program requirements. Once new qualified facilities come online, CPA Power Share customer subscriptions will be served by these projects.

7. **CPA’s Power Share Program Cap**. Power Share enrollment is capped when customer subscriptions reach 12.19 MW.

8. **Metering**. All customers must be metered according to the requirements of their OAT.

9. **Reservation of Rights**. CPA reserves the right to modify, suspend, or terminate, one or more components of or all of the Power Share program at a duly-noticed public meeting of CPA’s Board of Directors. By enrolling or remaining enrolled in Power Share, customer acknowledges and accepts CPA’s reservation of rights.

10. **LIMITATION OF LIABILITY**. FOR ANY ACT OR OMISSION IN THE PERFORMANCE OF THIS TARIFF, THE SOLE AND EXCLUSIVE REMEDY SHALL BE THE AMOUNT OF DIRECT DAMAGE ACTUALLY INCURRED. IN NO EVENT SHALL ANY PARTY SUBJECT TO THIS TARIFF BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS, BUSINESS INTERRUPTION DAMAGES, OR TO ATTORNEY’S FEES WHETHER IN CONTRACT, TORT, OR STRICT LIABILITY.

Attachment B

~~Clean~~ Power ~~Alliance of Southern California~~
~~Disadvantaged Communities Green~~Share Tariff ~~Program~~

The purpose of the Clean Power Alliance ("CPA") Power Share ~~Disadvantaged Communities Green~~ Tariff ~~Program ("DAC-Green Tariff Program~~(referred to as "CPA Power Share" or "Power Share") is to provide eligible customers residing in disadvantaged communities with a bill discount for ~~credit from having Clean Power Alliance of Southern California ("CPA") procure~~ 100 percent renewable resources from qualified renewable generating facilities in disadvantaged communities ("~~Qualified Facilities"~~qualified facilities," as defined below) procured by CPA to serve ~~their~~ those customers' electricity needs.

A. APPLICABILITY

~~This program~~ The CPA Power Share Tariff is available to residential CPA customers who are eligible for the California Alternate Rates for Energy ("CARE") or Family Electric Rate Assistance ("FERA") program and reside within a ~~Disadvantaged Community~~disadvantaged community ("DAC") as defined and detailed in the Terms and Conditions below.

~~Qualified Facilities are defined as new Renewable Portfolio Standard ("RPS") eligible generating facilities with a nameplate rated generating capacity between 500 kW to 20 MW that are located within a DAC in Southern California Edison's ("SCE") service territory and that supply energy to CPA via a Power Purchase Agreement for the purposes of meeting customer subscriptions under this program. Prior to new qualified facilities coming online,~~ CPA will ~~serve DAC-Green Tariff Program~~enroll customers ~~on an interim basis utilizing existing resources that otherwise meet all of the requirements of the DAC-Green Tariff Program. Once the new DAC-Green facilities come online, CPA's DAC-Green Tariff customer subscriptions will be served by these projects.~~

~~This program is available to customers~~in Power Share on a first-come, first-served basis until customer subscriptions reach 12.19 megawatts ("MW") (CPA's ~~DAC-Green Tariff~~"Power Share Program Cap"). Enrollment in ~~the~~ Power Share~~DAC-Green Tariff Program~~ will occur as specified in the Terms and Conditions below. Once CPA reaches its ~~DAC-Green Tariff~~Power Share Program Cap, a wait list will be maintained for new subscriptions. When program capacity becomes available, CPA will enroll new eligible customers on a first-come, first-served basis.

This program is not available to customers ~~served under master metered~~on certain rate schedules ~~(i.e., Schedules DM, DMS-1, DMS-2, DMS-3), non-CARE/FERA eligible rates such~~or products as ~~TOU-EV-1, Net Energy Metering rates, or~~detailed in the Terms and Conditions below.

CPA will procure energy to ~~Direct Access~~serve customers ~~or SCE bundled customers.~~enrolled in this program via Power Purchase Agreements with qualified facilities as detailed in the Terms and Conditions below.

This program will be available for customer participation as of December 7, 2020.

B. RATES AND CREDITS

All customers enrolling in ~~CPA's DAC-Green Tariff Program rate~~CPA Power Share will receive 100% renewable electricity generation priced the same as CPA's Clean Power rate tier ~~and~~prior to application of a 20% bill discount as described below. Customers will remain on their current applicable Southern California Edison ("SCE") rate schedule(s) for transmission and delivery charges. All charges, credits, and provisions of a customer's otherwise applicable tariffs, rates, or policies ("OAT") apply.

The total amount billed to the customer by CPA will be adjusted by applying a credit and/or discounted generation rate to the customer's ~~CPA charges~~monthly usage that provides the equivalent ~~to~~of a 20 percent discount on their total bill under the OAT (including CPA generation charges at the Clean Power rate tier, SCE ~~transmission and distribution~~delivery charges, and SCE CCA ~~CRS charges~~ cost responsibility surcharges) prior to the application of any fixed charges, credits, state and local taxes, or fees. CPA will adjust the Power Share rates in order to maintain the 20 percent bill discount whenever the otherwise applicable CPA or SCE rates change. Notice of any change to the Power Share rates arising from a change to SCE rates or other charges will be posted to CPA's website at www.cleanpoweralliance.org and any change to the Power Share program or rates arising from a CPA rate change will be adopted at a duly noticed public meeting of CPA's Board of Directors.

Existing CARE or FERA customers, and customers eligible for CARE or FERA who enroll in CARE or FERA in the process of signing up for ~~DAC-Green Tariff~~Power Share, will retain their CARE or FERA discount and the 20 percent ~~DAC-Green Tariff credit~~Power Share discount will be applied to the customer's CARE or FERA rate.

C. TERMS AND CONDITIONS

1. **Customer eligibility**. To enroll in ~~this program~~CPA Power Share customers must meet the following eligibility criteria:

    a. **CPA enrollment:** ~~Program participants~~Participants must be residential CPA customers. SCE bundled customers and customers served by Direct Access providers are not eligible to participate in this program.

    b. **CARE/FERA eligibility:** Customers must be eligible for the California Alternate Rates for Energy ("CARE") or Family Electric Rate Assistance ("FERA") program. If a customer is not already enrolled in CARE or FERA they may enroll in CARE or FERA prior to signing up for the ~~DAC-Green Tariff program.~~Power Share Program. If they elect not to enroll in CARE or FERA, they will be required to certify their CARE or FERA eligibility ~~for one of these programs~~with CPA as part of the process of enrolling in the ~~DAC-Green Tariff~~Power Share Program.

c. **Disadvantaged community**: The customer's service address must be located in a DAC, which is a census tract that is either (1) identified by CalEnviroScreen 3.0, or CalEnviroScreen 4.0, or a subsequent version of CalEnviroScreen as scoring among the top 25 percent of census tracts statewide, (2) a census tract scoring in the highest 5 percent of the Pollution Burden score in CalEnviroScreen 3.0, or CalEnviroScreen 4.0, ~~but~~or a subsequent version of CalEnviroScreen that does not have an overall CalEnviroScreen score because of unreliable socioeconomic or health data, or (3) is located in California Indian Country as defined in 18 United States Code Section 1151, with the exception of privately held in-holdings, which are defined as non-Indian owned fee land located within the exterior boundaries of California Indian Country; in the event of multiple owners, such land shall be considered Indian owned if at least one owner is a tribe or tribal member, regardless of the use of the land.

   In the event the census tract in which a customer resides is not scored ~~as a top 25 percent DAC~~ in a subsequent version of the CalEnviroScreen tool as a top 25 percent DAC or as one of the census tracts in the top 5 percent of pollution burden, the customer may retain their eligibility for DAC-Green Tariff, so long as such customer continues to meet all other eligibility criteria.

2. **Participation in Demand Response programs.** Customers served by ~~this program~~CPA Power Share can concurrently participate in ~~any~~ Demand Response ("DR") Programs for which they are otherwise eligible. All DR payments and credits are based on a customer's metered usage and are not impacted by participation in this program.

3. **Ineligible rates.** Customers served under the following rate schedules cannot concurrently participate in ~~the DAC-Green Tariff Program~~Power Share:

   a. Net Energy Metering (~~"~~NEM~~"~~) schedules ~~or RES-BCT schedules~~.
   b. Other ~~100% renewable energy rates~~CPA rate options including CPA's 100% Green Power ~~rate~~, Clean Power and Lean Power rates and Power Share Community Solar ~~Green~~ Tariff ~~Program~~.
   c. Customers served under a master meter rate schedule (~~i.e.,~~ Schedules DM, DMS-1, DMS-2~~,~~ or DMS-3).
   d. TOU-EV-1 or other non-CARE/FERA eligible rates.
   e. Non-residential rate schedules.

   The program is not currently available to customers on SCE's utility employee ("DE") or TOU-D-T rate schedules.

4. **Customer enrollment and term.** After the ~~Program~~program start date, service under ~~this program~~Power Share rates will become effective within two billing periods after CPA receives a request from a customer to enroll in this program and CPA has confirmed that the customer meets program eligibility requirements.

There is no minimum length of time that a customer must take service under this program. There is also no termination fee associated with de-enrolling from ~~the DAC-Green Tariff Program~~Power Share. In the event a customer elects to no longer receive service under this program, the change will become effective no later than two billing periods after the date that CPA receives the customer's request to de-enroll from ~~the DAC-Green Tariff Program~~Power Share. Customers are eligible to remain on ~~the DAC-Green Tariff Program~~Power Share rates for a period of up to 20 years from the date they first began service under this program.

In the event that a customer turns off service at their current address and moves to a new location, the customer will need to recertify eligibility at the new location for service under this program. If they still meet ~~the~~ all eligibility requirements specified in section C.1, above, the customer will retain their status as a program participant as long as the customer's turn-on date at the new location is within 90 days of the final billing date at their original location and CPA receives ~~the customer~~a new enrollment application within 90 days of the customer's turn-on date.

~~Customers who, after enrollment into the DAC-Green Tariff Program, become ineligible for CARE or FERA will be de-enrolled from this program.~~Customers enrolled in CARE or FERA must recertify their CARE or FERA eligibility with SCE as required by SCE tariffs. Customers who are not enrolled in CARE or FERA but are eligible for Power Share will be required to recertify their CARE or FERA eligibility through CPA at the end of the calendar year following a customer's enrollment and at the end of every calendar year thereafter. Customers who, after enrollment in Power Share, become ineligible for Power Share will be de-enrolled from Power Share and returned to their previous CPA rate option.

5. **Maximum subscription per customer**. Enrollment in this program is capped at 2 MW for any single customer.

6. **Qualified facilities.** To serve customers enrolled in Power Share, CPA will procure energy resources, up to the Power Share Program Cap, from qualified facilities which are defined as new Renewable Portfolio Standard ("RPS") eligible generating facilities with a nameplate rated generating capacity between 500 kW to 20 MW that are:
    a. Located within a DAC in CPA or SCE's service territory;
    b. Contracted by CPA via a Power Purchase Agreement to supply energy to CPA for the purpose of meeting customer subscriptions under the Power Share Program; and
    c. Green-e Certified.

    Prior to new qualified facilities coming online, CPA will serve Power Share customers on an interim basis utilizing existing resources that otherwise meet all Power Share program requirements. Once new qualified facilities come online, CPA Power Share customer subscriptions will be served by these projects.

7. **CPA's Power Share Program Cap.** Power Share enrollment is capped when customer

subscriptions reach 12.19 MW.

8. **Metering**. All customers must be metered according to the requirements of their OAT.

9. **Reservation of Rights**. CPA reserves the right to modify, suspend, or terminate, one or more components of or all of the Power Share program at a duly-noticed public meeting of CPA's Board of Directors. By enrolling or remaining enrolled in Power Share, customer acknowledges and accepts CPA's reservation of rights.

10. **LIMITATION OF LIABILITY**. FOR ANY ACT OR OMISSION IN THE PERFORMANCE OF THIS TARIFF, THE SOLE AND EXCLUSIVE REMEDY SHALL BE THE AMOUNT OF DIRECT DAMAGE ACTUALLY INCURRED. IN NO EVENT SHALL ANY PARTY SUBJECT TO THIS TARIFF BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS, BUSINESS INTERRUPTION DAMAGES, OR TO ATTORNEY'S FEES WHETHER IN CONTRACT, TORT, OR STRICT LIABILITY.

Attachment C

Power Share Community Solar Tariff

The purpose of the Clean Power Alliance of Southern California ("CPA") Power Share Community Solar Tariff ("Power Share--CS") is to provide eligible customers residing in disadvantaged communities with a bill discount for 100 percent renewable resources procured by CPA from qualifying Community Solar facilities ("CS Facilities") located within their communities to serve those customers' electricity needs.

A. APPLICABILITY

Power Share-CS is available to eligible residential CPA customers and Community Sponsors located (1) within a disadvantaged community ("DAC") and (2) within five (5) miles of a CS Facility as defined in Section B below.

Enrollment in Power Share-CS at each CS Facility will be capped at the capacity of that facility ("CS Facility Cap"). Once a CS Facility Cap is reached, a wait list will be maintained for new enrollments. When CS Facility capacity becomes available, CPA will enroll new eligible customers on a first-come, first-served basis.

This program is not available to customers on certain rate schedules or products as detailed in the Terms and Conditions in Section D below.

CPA will procure energy to serve customers enrolled in this program via Power Purchase Agreements with qualified facilities as detailed in Section B below.

This program will be available for customer participation after the later of January 1, 2024 or the date on which a CS Facility has achieved commercial operation.

B. COMMUNITY SOLAR FACILITIES

For the purpose of this tariff, a CS Facility is defined as a Renewable Portfolio Standard ("RPS") eligible generating facility that is located within a DAC and within five miles of the census tracts in which subscribing customers reside. CS Facilities may have a nameplate rated generating capacity no larger than 3 MW for any one project. The developer of a CS Facility must enter into a Power Purchase Agreement ("PPA") with CPA for the sale and purchase of the power produced by the facility and is responsible for developing and operating the CS Facility. Customers served under this tariff program are not parties to the PPA and are not third-party beneficiaries to the PPA.

The developer of a CS Facility must partner with one or more local non-profit community-based organizations, schools, or local government entities ("Community Sponsors") which promote and facilitate enrollment in the Power Share-CS program and which may be eligible to receive a 20% bill discount (see Section D.2 for mor information).

A CS Facility will retain its eligibility to serve customers under this program throughout the life of that project, even if the local qualified DAC designations change in subsequent iterations of CalEnviroScreen (see Section D.1.b. for more information).

C. RATES AND CREDITS

1. Residential Customers

All residential customers enrolling in Power Share-CS will be placed on CPA's Power Share rates as detailed in the CPA Power Share Tariff.[1] Per the CPA Power Share Tariff, residential Power Share-CS customers will receive 100% renewable electricity generation priced the same as CPA's Clean Power rate tier prior to application of a 20% bill discount as described below. Customers will remain on their current applicable Southern California Edison ("SCE") rate schedule(s) for transmission and delivery charges. All charges, credits, and provisions of a customer's otherwise applicable tariffs, rates, or policies ("OAT") apply.

The total amount billed to the customer by CPA will be adjusted by applying a credit and/or discounted generation rate to the customer's monthly usage that provides the equivalent of a 20 percent discount on their total bill under the OAT (including CPA generation charges at the Clean Power rate tier, SCE delivery charges, and SCE CCA cost responsibility surcharges) prior to the application of any fixed charges, credits, state and local taxes, or fees. CPA will adjust the Power Share rates in order to maintain the 20 percent bill discount whenever the otherwise applicable CPA or SCE rates change. Notice of any change to the Power Share rates arising from a change to SCE rates or other charges will be posted to CPA's website at www.cleanpoweralliance.org and any change to the Power Share program or rates arising from a CPA rate change will be adopted at a duly noticed public meeting of CPA's Board of Directors.

Existing CARE or FERA customers, and customers eligible for CARE or FERA who enroll in CARE or FERA in the process of signing up for Power Share-CS, will retain their CARE or FERA discount and the 20 percent Power Share discount will be applied to the customer's CARE or FERA rate.

2. Community Sponsors

Community Sponsors eligible for a bill discount on their Community Sponsor Subscription Amount as detailed in Section D.2 below will remain on their OAT and will continue to receive and pay monthly bills on their OAT. CPA will calculate and apply a 20% bill discount to the Community Sponsor Subscription Amount according to the following formula:

> Community Sponsor Bill Discount = Total Bill amount[2] ($) x Community Sponsor Subscription Amount (kWh) / Total Bill Usage (kWh) x 20%

[1] https://cleanpoweralliance.org/wp-content/uploads/2023/10/Power-Share-Tariff-for-web.pdf.
[2] Total electricity bill including generation charges, delivery charges, and surcharges; does not include taxes or special or one-time credits or charges.

CPA will issue the Community Sponsor's accrued bill discount as a bill credit to the Community Sponsor's enrolled service account at least once each calendar year and may issue the bill credits more frequently at its discretion.

D. TERMS AND CONDITIONS

1. **Customer eligibility**. To enroll in this program customers must meet the following eligibility criteria:

    a. **CPA enrollment:** To receive service under this program participants must be residential CPA customers, with the exception of Community Sponsors as defined in the Terms and Conditions below. SCE bundled customers and customers served by Direct Access providers are not eligible to participate in this program.

    b. **Disadvantaged community:** The customer's service address must be located in a DAC, which is a census tract that is either (1) identified by CalEnviroScreen 3.0 or CalEnviroScreen 4.0, or a subsequent version of CalEnviroScreen as scoring among the top 25 percent of census tracts statewide, (2) a census tract scoring in the highest 5 percent of the Pollution Burden score in CalEnviroScreen 3.0 or CalEnviroScreen 4.0 that does not have an overall CalEnviroScreen score because of unreliable socioeconomic or health data, or (3) is located in California Indian Country as defined in 18 United States Code Section 1151, with the exception of privately held in-holdings, which are defined as non-Indian owned fee land located within the exterior boundaries of California Indian Country; in the event of multiple owners, such land shall be considered Indian owned if at least one owner is a tribe or tribal member, regardless of the use of the land.

       In the event the census tract in which a customer resides is not scored in a subsequent version of the CalEnviroScreen tool as a top 25 percent DAC or as one of the census tracts in the top 5 percent of pollution burden, the customer may retain their eligibility for CS-Green Tariff, so long as such customer continues to meet all other eligibility criteria.

    c. **Proximity to CS Facility:** The customer's service address must be located in a census tract that is within five (5) miles of a CS Facility as defined in the Terms and Conditions below.

    d. **CARE/FERA eligibility:** The first 50 percent of the output of a CS Facility will be reserved for residential customers who meet the other eligibility requirements and are eligible for the California Alternate Rates for Energy ("CARE") or Family Electric Rate Assistance ("FERA") program ("Qualifying Customers"). If a customer is not already enrolled in CARE or FERA they may enroll in CARE or FERA prior to signing up for the Power Share-CS program. If they elect not to enroll in CARE or FERA, they will be required to certify their eligibility for one of these programs as part of the process of enrolling in the Power Share-CS.

e. **Non-qualifying Customers:** After fifty percent of the output of a CS Facility has been subscribed by Qualifying Customers, non-qualifying residential customers, including customers on Domestic Multifamily rates ("DM" or "DMS" rate schedules) who meet all other eligibility requirements may enroll in the program, subject to each individual CS Facility Cap.

2. **Community Sponsors**: Community Sponsors may be eligible to receive a 20% bill discount subject to the following requirements:

    a. Community Sponsors are subject to the same terms and conditions as residential customers, including the requirement that they are a CPA customer with a service address that is located in a DAC and in a census tract that is within five miles of the CS Facility;
    b. Fifty percent of the CS Facility's capacity must be subscribed by CARE/FERA eligible customers prior to the Community Sponsor receiving a bill discount;
    c. Community Sponsors must specify the eligible service account(s) and the amount of energy ("Community Sponsor Subscription Amount") to which the 20% bill discount will be applied. The Community Sponsor Subscription Amount may not exceed (a) 25 percent (25%) of the CS Facility's energy output and (b) the total energy usage for the Community Sponsor's enrolled service account(s); and
    d. A single CS Facility may have more than one Community Sponsor, but the Community Sponsor's total aggregated subscription allocation cannot exceed 25 percent of the CS Facility's energy output. If a CS Facility has two or more Community Sponsors, the Community Sponsor must provide CPA with a written agreement between the Community Sponsors specifying and agreeing on how the 25 percent of CS Facility's energy output is to be allocated between them.

3. **Participation in Demand Response programs.** Customers served by this program can concurrently participate in any Demand Response ("DR") Programs for which they are otherwise eligible. All DR payments and credits are based on a customer's metered usage and are not impacted by participation in this program.

4. **Ineligible rates.** Customer service accounts served under the following rate schedules cannot concurrently participate in Power Share-CS:

    a. Net Energy Metering ("NEM") Tariff or Solar Billing Plan (SBP) Tariff (also known as Net Billing Tariff).
    b. Residential rate schedules enrolled in other CPA rate products including but not limited to CPA's 100% Green Power, Clean Power, and Lean Power products.
    c. Power Share Tariff.
    d. TOU-EV-1.
    e. Non-residential rate schedules, with the exception of Community Sponsors as detailed in Section D.2 above.

5. **Customer enrollment and term**. After a CS Facility has achieved commercial operation, service under this Tariff shall become effective within two billing periods after CPA

receives an enrollment request from a customer and CPA has confirmed that the customer meets program eligibility requirements.

There is no minimum length of time that a customer must take service under this program. There is also no termination fee associated with de-enrolling from Power Share-CS, and a customer can de-enroll from the program at any time by contacting CPA Customer Support at 888-585-3788 or customerservice@cleanpoweralliance.org. Selecting a different CPA rate product (e.g., Lean Power, Clean Power, 100% Green Power) or opting out of CPA service, either by phone or via the CPA website, will also have the effect of de-enrolling from the program. In the event a customer elects to no longer receive service under this program, the change will become effective no later than two billing periods after the date that CPA receives the customer's request to de-enroll from Power Share-CS. Customers are eligible to remain on Power Share-CS rates for a period of up to 20 years from the date they first began service under this program.

In the event that a customer moves and turns off service at their current address and moves to a new location, the customer will need to recertify eligibility at the new location for service under this program. If such customer still meets the eligibility requirements specified in Section D.1 above, the customer will retain their status as a program participant as long as the customer's turn-on date at the new location is within 90 days of the final billing date at their original location and CPA receives a new enrollment application within 90 days of the customer's turn-on date.

Customers who, after enrollment in Power Share-CS, fail to meet the eligibility requirements specified in Section D.1 above will be de-enrolled from Power Share-CS and returned to their previous CPA rate option.

Service under this program will automatically terminate at the start of the next billing period if the PPA between CPA and the developer of the CS facility to which the customer is subscribed is terminated or the delivery term ends.

6. **Maximum subscription per customer**. Enrollment in this program is capped at 2 MW for any single customer. A customer account cannot be subscribed to more than one CS Facility at any time.

7. **Metering**. All customers must be metered according to the requirements of their OAT.

8. **Reservation of Rights.** CPA reserves the right to modify, suspend, or terminate, one or more components of or all of the Power Share-CS program at a duly-noticed public meeting of CPA's Board of Directors. By enrolling in Power Share-CS, CPA customer, CS Facility, or a Community Sponsor acknowledges and accepts CPA's reservation of rights.

9. **LIMITATION OF LIABILITY.** FOR ANY ACT OR OMISSION IN THE PERFORMANCE OF THIS TARIFF, THE SOLE AND EXCLUSIVE REMEDY SHALL BE THE AMOUNT OF DIRECT DAMAGE ACTUALLY INCURRED. IN

NO EVENT SHALL ANY PARTY SUBJECT TO THIS TARIFF BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS, BUSINESS INTERRUPTION DAMAGES, OR TO ATTORNEY'S FEES WHETHER IN CONTRACT, TORT, OR STRICT LIABILITY.

Attachment D

~~Clean~~ Power ~~Alliance of Southern California~~ Share Community Solar ~~Green~~ Tariff ~~Program~~

The purpose of the Clean Power Alliance of Southern California ("CPA") Power Share Community Solar ~~Green~~ Tariff ~~Program~~ ("Power Share-~~-~~CS ~~Green Tariff Program~~") is to provide eligible customers residing in disadvantaged communities with a bill ~~credit from having Clean Power Alliance of Southern California ("CPA") procure~~discount for 100 percent renewable ~~energy~~ resources procured by CPA from qualifying Community Solar facilities ("CS Facilities") located within their communities to serve ~~their~~ those customers' electricity needs.

A. APPLICABILITY

~~This program~~Power Share-CS is available to ~~CPA~~eligible residential CPA customers ~~who:~~

1. ~~are eligible for the California Alternate Rates for Energy ("CARE") or Family Electric Rate Assistance ("FERA") program ("Qualifying Customers");~~
2. ~~reside in a census tract that is~~ and Community Sponsors located (1) within a ~~D~~disadvantaged ~~C~~community ("DAC") ~~as defined in the Terms and Conditions below;~~ and
3. ~~reside in a census tract that is~~ (2) within five (5) miles of a CS Facility as defined in Section B below.

~~Once 50 percent of a CS Facility's output is subscribed by Qualifying Customers, this program is also available to:~~

1. ~~Residential customers who are not eligible for the CARE or FERA program but reside within a DAC and in a census tract that is within five miles of the~~Enrollment in Power Share-~~-~~CS ~~facility ("Non-qualifying Customers"); and~~
2. ~~Community Sponsors, as defined in the Community Sponsor section of this tariff.~~

~~This program is available to customers until total program capacity of 3.37 megawatts ("MW") (CPA's CS-Green Tariff Program Cap) is reached, however, an individual CS Facility may be smaller and enrollment toward~~ at each CS Facility will be capped at the capacity of that facility ("CS Facility Cap"). Once ~~CPA's~~ a CS ~~Green Tariff Program~~ Facility Cap is reached ~~for one or all CS Facilities~~, a wait list will be maintained for new ~~subscriptions~~enrollments. When ~~program~~ CS Facility capacity becomes available, CPA will enroll new eligible customers on a first-come, first-served basis ~~with priority given to Qualifying Customers~~.

~~Customers served under a master metered schedule (i.e., Schedules DM, DMS-1, DMS-2, and DMS-3) are eligible for this program once 50 percent of the CS Facility output is subscribed with Qualifying Customers.~~ This program is not available to customers ~~served under a Net Energy~~

~~Metering~~on certain rate schedules ~~schedule,~~ or products as detailed in the Terms and Conditions in Section D below.

CPA will procure energy to ~~Direct Access or SCE bundled~~serve customers enrolled in this program via Power Purchase Agreements with qualified facilities as detailed in Section B below.

This program will be available for ~~Qualifying Customer~~ customer participation ~~once a CS facility~~after the later of January 1, 2024 or the date on which a CS Facility has achieved commercial operation ~~and for Non-qualifying Customers once the subscription rate for Qualifying Customers reaches the 50% threshold~~.

B. COMMUNITY SOLAR FACILITIES

For the purpose of this tariff, a CS Facility is defined as a Renewable Portfolio Standard ("RPS") eligible generating facility that is located within a DAC and within five miles of the census tracts in which subscribing customers reside. CS Facilities may have a nameplate rated generating capacity no larger than 3 MW for any one project. The developer of a CS Facility must enter into a Power Purchase Agreement ("PPA") with CPA for the sale and purchase of the power produced by the facility and is responsible for developing and operating the CS Facility ~~and partnering with one or more Community Sponsors for the project (see below for more information)~~. Customers served ~~by~~ under this tariff program are not parties to the PPA and are not third-party beneficiaries to the PPA.

The developer of a CS Facility must partner with one or more local non-profit community-based organizations, schools, or local government entities ("Community Sponsors") which promote and facilitate enrollment in the Power Share-CS program and which may be eligible to receive a 20% bill discount (see Section D.2 for mor information).

A CS Facility will retain its eligibility to serve customers under this program throughout the life of that project, even if the local qualified DAC designations change in subsequent iterations of CalEnviroScreen (see Section D.1.b. for more information).

~~COMMUNITY SPONSORS~~

~~Each CS facility must have one or more Community Sponsors. Community Sponsor are local non-profit community-based organizations or local government entities, including schools, located in CPA's service territory. Community Sponsors must demonstrate community involvement and awareness by sponsoring a CS-Green Tariff project on behalf of the residents.~~

~~A Community Sponsor located within a DAC and in a census tract that is within five miles of the CS facility may take service under this program and is eligible for a 20 percent bill credit for usage up to 25 percent of the project's estimated output, not to exceed the Community Sponsor's energy needs. Any usage above 25 percent of the project's energy output will be billed at the Community Sponsor's OAT and is not eligible for the 20 percent bill credit. The 20 percent bill credit will apply to the eligible portion of the Community Sponsors bill once 50 percent of the project's capacity has been subscribed by Qualified Customers. Multiple Community Sponsors~~

~~can sponsor a single CS-Green Tariff project and share in the 20 percent bill credit up to 25 percent of the project's energy output provided that all sponsors meet the eligibility requirements above.~~

C. RATES AND CREDITS

1. Residential Customers

All residential customers enrolling in ~~the~~ Power Share-CS~~-Green Tariff~~ will be placed on CPA's Power Share rates as detailed in the CPA Power Share Tariff.[1] Per the CPA Power Share Tariff, residential Power Share-CS customers will receive 100% renewable electricity generation priced the same as ~~at~~ CPA's Clean Power rate ~~and~~ tier prior to application of a 20% bill discount as described below. Customers will remain on their current applicable Southern California Edison ("SCE") rate schedule(s) for transmission and delivery charges. All charges, credits, and provisions of a customer's otherwise applicable tariffs, rates, or policies ("OAT") apply.

The total amount billed to the customer ~~each month~~by CPA will be adjusted by applying a ~~20 percent~~ credit and/or discounted generation rate to the customer's ~~CPA and SCE~~monthly usage that provides the equivalent of a 20 percent discount on their total bill under the OAT (including CPA generation charges ~~under the OAT (including CPA generation charges~~at the Clean Power rate tier, SCE delivery~~transmission and distribution~~ charges, and SCE CCA ~~CRS~~cost responsibility surcharges~~ charges~~) prior to the application of any fixed charges, credits, state and local taxes, or ~~and~~ fees. CPA will adjust the Power Share rates in order to maintain the 20 percent bill discount whenever the otherwise applicable CPA or SCE rates change. Notice of any change to the Power Share rates arising from a change to SCE rates or other charges will be posted to CPA's website at www.cleanpoweralliance.org and any change to the Power Share program or rates arising from a CPA rate change will be adopted at a duly noticed public meeting of CPA's Board of Directors.

Existing CARE or FERA customers, and customers~~If a customer who is~~ eligible for CARE or FERA ~~enrolls~~who enroll in CARE or FERA in the process of signing up for ~~this Schedule~~Power Share-CS, will retain their CARE or FERA discount and the 20 percent ~~credit~~ Power Share discount will be applied to the customer's ~~new~~ CARE or FERA ~~bill~~ rate.

2. Community Sponsors

Community Sponsors ~~taking service under this program will be~~ eligible for a ~~20 percent bill credit on load up~~bill discount on their Community Sponsor Subscription Amount as detailed in Section D.2 below will remain on their OAT and will continue to ~~25 percent of the CS Facility's capacity. Any usage above 25 percent of~~ receive and pay monthly bills on their OAT. CPA will calculate and apply a 20% bill discount to the Community Sponsor Subscription Amount according to the ~~project's energy output~~following formula:

Community Sponsor Bill Discount = Total Bill amount[2] ($) x Community Sponsor

[1] https://cleanpoweralliance.org/wp-content/uploads/2023/10/Power-Share-Tariff-for-web.pdf.

[2] Total electricity bill including generation charges, delivery charges, and surcharges; does not include taxes or special or one-time credits or charges.

Subscription Amount (kWh) / Total Bill Usage (kWh) x 20%

CPA will ~~be billed at~~issue the Community Sponsor's ~~OAT and not subject to the 20 percent~~accrued bill discount as a bill credit~~. The~~ to the Community ~~Sponsor will start receiving~~Sponsor's enrolled service account at least once each calendar year and may issue the ~~20 percent bill credit after 50 percent of the project's capacity has been subscribed by qualified customers~~bill credits more frequently at its discretion.

D. TERMS AND CONDITIONS

1. **Customer eligibility**. To enroll in this program customers must meet the following eligibility criteria:

    a. **CPA enrollment:** To receive service under this program participants must be residential CPA customers, with the exception of Community Sponsors as defined in the Terms and Conditions below. SCE bundled customers and customers served by Direct Access providers are not eligible to participate in this program.

    b. **Disadvantaged community:** The customer's service address must be located in a DAC, which is a census tract that is either (1) identified by CalEnviroScreen 3.0 or CalEnviroScreen 4.0, or a subsequent version of CalEnviroScreen as scoring among the top 25 percent of census tracts statewide, (2) a census tract scoring in the highest 5 percent of the Pollution Burden score in CalEnviroScreen 3.0 or CalEnviroScreen 4.0 that does not have an overall CalEnviroScreen score because of unreliable socioeconomic or health data, or (3) is located in California Indian Country as defined in 18 United States Code Section 1151, with the exception of privately held in-holdings, which are defined as non-Indian owned fee land located within the exterior boundaries of California Indian Country; in the event of multiple owners, such land shall be considered Indian owned if at least one owner is a tribe or tribal member, regardless of the use of the land.

    In the event the census tract in which a customer resides is not scored in a subsequent version of the CalEnviroScreen tool as a top 25 percent DAC or as one of the census tracts in the top 5 percent of pollution burden, the customer may retain their eligibility for CS-Green Tariff, so long as such customer continues to meet all other eligibility criteria.

    c. **Proximity to CS Facility:** ~~Customers~~The customer's service address must ~~reside~~be located in a ~~DAC~~ census tract that is within five (5) miles of a CS Facility as defined in the Terms and Conditions below.

    d. **CARE/FERA eligibility:** The first 50 percent of the output of a CS Facility will be reserved for residential customers who meet the other eligibility requirements and are eligible for the California Alternate Rates for Energy ("CARE") or Family Electric Rate Assistance ("FERA") program ("Qualifying Customers"). If a customer is not already enrolled in CARE or FERA they may enroll in

CARE or FERA prior to signing up for the ~~DAC-Green~~Power Share-CS~~-Tariff~~ program. If they elect not to enroll in CARE or FERA, they will be required to certify their eligibility for one of these programs as part of the process of enrolling in the ~~CS-Green Tariff~~Power Share-CS.

e. **Non-qualifying Customers:** After ~~50~~fifty percent of the output of a CS Facility has been subscribed by Qualifying Customers, non-qualifying residential customers, including customers on Domestic Multifamily rates (“DM” or “DMS” rate schedules) who meet all other eligibility requirements ~~as defined in the Applicability section of this tariff, including customers served under a master meter rate schedule (i.e., Schedules DM, DMS-1, DMS-2, or DMS-3),~~ may enroll in the program, subject to each individual CS Facility Cap~~ and receive the 20 percent CS-Green Tariff credit~~.

2. **Community Sponsors:** ~~After 50 percent of the output of a CS Facility has been subscribed by Qualifying Customers,~~ Community Sponsors may be~~enroll~~ eligible ~~service accounts and~~to receive ~~the~~a 20% ~~percent CS-Green Tariff credit,~~ bill discount subject to the ~~conditions and limitations listed in the Community Sponsors section of this tariff.~~following requirements:

   a. ~~f.~~Community Sponsors are subject to the same terms and conditions as residential customers, including the requirement that they are a CPA customer with a service address that is located in a DAC and in a census tract that is within five miles of the CS Facility;
   b. Fifty percent of the CS Facility’s capacity must be subscribed by CARE/FERA eligible customers prior to the Community Sponsor receiving a bill discount;
   c. Community Sponsors must specify the eligible service account(s) and the amount of energy (“Community Sponsor Subscription Amount”) to which the 20% bill discount will be applied. The Community Sponsor Subscription Amount may not exceed (a) 25 percent (25%) of the CS Facility’s energy output and (b) the total energy usage for the Community Sponsor’s enrolled service account(s); and
   d. A single CS Facility may have more than one Community Sponsor, but the Community Sponsor’s total aggregated subscription allocation cannot exceed 25 percent of the CS Facility’s energy output. If a CS Facility has two or more Community Sponsors, the Community Sponsor must provide CPA with a written agreement between the Community Sponsors specifying and agreeing on how the 25 percent of CS Facility’s energy output is to be allocated between them.

~~2~~3. **Participation in Demand Response programs.** Customers served by this program can concurrently participate ~~on~~in any Demand Response (“DR”) Programs for which they are otherwise eligible. All DR payments and credits are based on a customer’s metered usage and are not impacted by participation in this program.

~~3~~4. **Ineligible rates.** ~~Customers~~Customer service accounts served under the following rate schedules cannot concurrently participate in ~~the~~ Power Share-CS~~-Green Tariff Program~~:

~~e~~a. Net Energy Metering ("NEM") ~~and RES-BCT~~Tariff or Solar Billing Plan (SBP) Tariff (also known as Net Billing Tariff)~~ schedules~~.

~~f~~b. Residential rate schedules enrolled in other CPA rate products including but not limited to CPA's 100% Green Power, Clean Power, and Lean Power products.

c. ~~CPA's Disadvantaged Communities Green~~Power Share Tariff~~ Program~~.

d. TOU-EV-1.

e. Non-residential rate schedules, with the exception of Community Sponsors as detailed in Section D.2 above.

~~4~~5. **Customer enrollment and term**. After a CS Facility has achieved commercial operation, service under this ~~Schedule~~Tariff shall become effective within two billing periods after CPA receives an enrollment request from a customer and CPA has confirmed that the customer meets program eligibility requirements.

There is no minimum length of time that a customer must take service under this program. There is also no termination fee associated with de-enrolling from Power Share-CS, and a customer can de-enroll from the program at any time by contacting CPA Customer Support at 888-585-3788 or customerservice@cleanpoweralliance.org. Selecting a different CPA rate product (e.g., Lean Power, Clean Power, 100% Green Power) or opting out of CPA service, either by phone or via the CPA website, will also have the effect of de-enrolling from the program. In the event a customer elects to no longer receive service under this program, the change will become effective no later than two billing periods after the date that CPA receives the customer's request to de-enroll from ~~the CS-Green Tariff Program~~Power Share-CS. Customers are eligible to remain on Power Share-CS rates for a period of up to 20 years from the date they first began service under this program.

In the event that a customer moves and turns off service at their current address and moves to a new location, the customer will need to recertify eligibility at the new location for service under this program. ~~The~~If such customer still meets the eligibility requirements specified in Section D.1 above, the customer will retain their status as a program participant as long as the ~~customer meets all eligibility criteria, program capacity is available, the~~ customer's turn-on date at the new location is within 90 days of the final billing date at ~~his/her previous~~their original location and ~~the~~ CPA receives a new enrollment application ~~is received by CPA~~ within 90 days of the customer's turn-on date.

Customers who, after enrollment in Power Share-CS, fail to meet the eligibility requirements specified in Section D.1 above will be de-enrolled from Power Share-CS and returned to their previous CPA rate option.

Service under this program will automatically terminate at the start of the next billing period if the PPA between CPA and the developer of the CS facility to which the customer is subscribed is terminated or the delivery term ends.

~~7~~6. **Maximum subscription per customer**. ~~The load served by CPA to an individual customer under~~Enrollment in this program ~~(subscription)~~ is capped at 2 MW ~~of~~

~~nameplate rated generating capacity from a CS Facility. Customers~~for any single customer. A customer account cannot be subscribed to more than one CS Facility at any time.

~~8~~7. **Metering**. All ~~Customers~~customers must be metered according to the requirements of their OAT.

8. **Reservation of Rights.** CPA reserves the right to modify, suspend, or terminate, one or more components of or all of the Power Share-CS program at a duly-noticed public meeting of CPA's Board of Directors. By enrolling in Power Share-CS, CPA customer, CS Facility, or a Community Sponsor acknowledges and accepts CPA's reservation of rights.

9. **LIMITATION OF LIABILITY.** FOR ANY ACT OR OMISSION IN THE PERFORMANCE OF THIS TARIFF, THE SOLE AND EXCLUSIVE REMEDY SHALL BE THE AMOUNT OF DIRECT DAMAGE ACTUALLY INCURRED. IN NO EVENT SHALL ANY PARTY SUBJECT TO THIS TARIFF BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS, BUSINESS INTERRUPTION DAMAGES, OR TO ATTORNEY'S FEES WHETHER IN CONTRACT, TORT, OR STRICT LIABILITY.