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 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 more 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:

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

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

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

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

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 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 Sponsors' 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 Sponsors 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 TARIFFF 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.