# 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 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.