California Public Utilities Commission

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:

☐ 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
PLC = Pipeline HEAT = Heat WATER = Water

(Date Submitted / Received Stamp by CPUC)

September 27, 2024

Advice Letter (AL) #: 0032-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 Pursuant to D.24-05-065

Keywords (choose from CPUC listing):

AL Type: ☐ Monthly ☐ Quarterly ☐ Annual ☐ One-Time ☐ Other:

If AL submitted in compliance with a Commission order, indicate relevant Decision/Resolution #:
Decision 18-06-027 and Decision 24-05-065

Does AL replace a withdrawn or rejected AL?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Summarize differences between the AL and the prior withdrawn or rejected AL: N/A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 ☐ 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 ☐ 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 Director, 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

September 27, 2024

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

Advice Letter CPA 0032-E

SUBJECT: Clean Power Alliance of Southern California's Disadvantaged Communities Green Tariff Program and Community Solar Green Tariff Program Tariff Updates Pursuant to D.24-05-065

In accordance with California Public Utilities Commission's ("Commission") Decision ("D.") 18-06-027[1] and D.24-05-065[2] ("the Decision") Clean Power Alliance of Southern California ("CPA") respectfully submits this Advice Letter ("AL") which details updates to its Disadvantaged Community 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 the Decision,[3] CPA submits this AL to update its Schedule CSGT Tariff and Schedule DAC-GT Tariff according to the Decision's program modifications in Ordering Paragraph (OP) 2 and OP 3, respectively.[4] This AL also addresses coordination between Investor-Owned Utilities ("IOUs") and Community Choice Aggregators ("CCAs") to ensure that tariff language is uniform "to the extent possible" and how the tariffs will "result in incremental new renewable energy being purchased to specifically service subscribers of that tariff."[5]

BACKGROUND

On June 21, 2018, the Commission issued D.18-06-027 adopting new programs to promote the installation of renewable generation among residential customers in Disadvantaged Communities ("DACs"), as directed by the California Legislature in Assembly Bill 327 (Perea), Stats. 2013, Ch.

[1] D.18-06-027, Alternate Decision Adopting Alternatives to Promote Solar Distributed Generation in Disadvantaged Communities, issued June 22, 2018, at p. 103 (Ordering Paragraph ("OP") 13).
[2] D.24-05-065, Decision Modifying Green Access Program Tariffs and Adopting a Community Renewable Energy Program, issued June 7, 2024, at pp. 173-174 (OP 9).
[3] Ibid.
[4] D.24-05-065 at p. 169, OP 2 modifies the CSGT Program and at pp. 170-171, OP 3 modifies the DAC-GT Program.
[5] D.24-05-065, at pp. 173-174 (OP 9).

611. Pursuant to D.18-06-027, CCAs may develop and implement their own DAC-GT and CSGT programs.[6] CCA programs must abide by all DAC-GT or CSGT rules and requirements adopted in D.18-06-027.[7] D.18-06-027 provides that CCAs must file a tier 3 advice letter to implement the CCA DAC-GT and CSGT programs and allows CCAs to combine DAC-GT and CSGT proposals into one tier 3 advice letter.[8] Resolution E-4999 further stipulates that such advice letters must be filed on or before January 1, 2021, or the capacity allocated to the CCA will be reverted to an investor-owned utility ("IOU") or another CCA.[9]

CPA filed its tier 3 advice letter (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,[10] Resolution E-4999, and guidance received from the Commission's Energy Division. Subsequently, the Commission approved CPA's DAC-GT and CSGT programs by issuing Resolution E-5102 on November 5, 2020, and approved CPA AL 0004-E, which included sample rate schedules for CPA's DAC-GT and CSGT programs.[11] CPA most recently updated its DAC-GT and CSGT program tariffs by filing a tier 2 advice letter (CPA AL 0025-E) on December 20, 2023. The Commission disposed of AL 0025-E on January 19, 2024.

On June 7, 2024, the Commission issued the Decision which modified the DAC-GT program and discontinued future solicitations for the CSGT program. The Decision requires Program Administrators ("PAs") to submit a tier 2 advice letter updating their CSGT and DAC-GT tariffs according to the Decision's modifications in OP 2 and OP 3 respectively, to coordinate to ensure that tariff language is uniform across the state to the extent possible, and to include details on how the tariffs will result in incremental new renewable energy being purchased to specifically serve subscribers of that tariff.[12] CPA hereby submits this AL to update its DAC-GT and CSGT tariffs, which are attached to this AL in clean and redlined versions as attachments A, B, C, and D, respectively.

SUMMARY OF COORDINATION ON LANGUAGE UNIFORMITY

The Decision requires IOUs and participating CCAs to "coordinate before submitting the advice letters to ensure uniformity, to the extent possible to ensure that tariff language is uniform across the state."[13] In accordance with the Decision, CPA and all other DAC-GT and CSGT PAs coordinated over multiple meetings and email correspondence on DAC-GT tariff updates and tariff language uniformity to include modifications made in the Decision.[14] CPA and other CCA PAs

[6] D.18-06-027, at p.104 (OP 17).
[7] Ibid.
[8] Ibid, at p. 56 (Footnote ("FN") 36).
[9] Commission Resolution E-4999, Pursuant to Decision 18-06-027, Approving with Modification, Tariffs to Implement the Disadvantaged Communities Green Tariff and Community Solar Green Tariff Programs, issued June 3, 2019, at p. 54 (OP 19).
[10] D.18-10-007, Decision Correcting and Clarifying Decision 18-06-017, issued October 11, 2018.
[11] 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).
[12] D.24-05-065, at pp. 173-174 (OP 9).
[13] Ibid.
[14] CPA is the only PA continuing their CSGT program. The participating CCAs did not coordinate on language uniformity in their CSGT tariff updates according to the program modifications made in OP 2.

also coordinated with IOUs by convening a meeting and corresponding via email to consider tariff language uniformity.

As a result of that coordination, the participating CCAs and IOUs ("the PAs") identified specific new or alternative tariff language for each PA to consider incorporating as uniform language in their DAC-GT tariff updates. Ultimately, it was not possible for all PAs to incorporate uniform language across all tariff updates. Where language uniformity was not possible, the PAs generally agreed on which program modifications should be addressed in their tariff updates if not in their solicitation materials.

SUMMARY OF DAC-GT TARIFF CHANGES

The Decision made modifications to the DAC-GT program and requires PAs to update their DAC-GT tariffs.[15] CPA addresses the DAC-GT modifications ordered in OP 3 subsections a, b, e, g, and k in its DAC-GT tariff, attached hereto as Attachment A along with a redlined version marked against the previous DAC-GT tariff attached hereto as Attachment B.[16]

1. Site Requirement Modification

CPA provides updates to its siting requirements for DAC-GT qualified facilities to reflect the Decision's revision of eligible projects to be located "no more than five miles from eligible disadvantaged communities census tracts." The update is made to the following section in the DAC-GT Tariff:

- Terms and Conditions

2. Auto Enrollment

Prior to the issuance of the Decision, CPA manually enrolled participants in its DAC-GT Program. One of the modifications made to the DAC-GT program by the Decision is to require PAs to

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[15] D.24-05-065, at pp. 170-171 (OP 3) and pp. 173-174 (OP 9).

[16] D.24-05-065, at pp. 170-171, OP 3 subsections a, b, e, g, and k, are as follows:

a) Site requirements are revised to allow eligible projects to be located no more than five miles from eligible disadvantaged communities census tracts.

b) Pacific Gas and Electric Company, San Diego Gas & Electric Company (SDG&E), and Southern California Edison Company shall implement automatic enrollment as previously adopted in Decision 20-07-008 and reiterated in Resolution E-5124.

...

e) The capacity cap of each Program Administrator, who is close to being fully procured within a particular utility service territory, is increased to allow the enrollment of an additional 50 percent of eligible customers.

...

g) Voluntary inclusion of storage is permitted.

...

k) Green-e certification is no longer required. Consistent with Ordering Paragraph 6 below, Quarterly reporting to California Distributed Generation Statistics (DGStats) website, or another website as determined by Energy Division, shall include: megawatt-hours (MWh) of participant usage; MWh of Renewable Portfolio Standard (RPS) Renewable Energy Credits (RECs) retired for participants; and remaining MWh of usage to account for with program RECs.

implement automatic enrollment "as previously adopted in D.20-07-008 and reiterated in Resolution E-5124."[17] CPA provides updates to its DAC-GT Tariff to reference or explicitly address automatic enrollment for DAC-GT participants in the following sections in CPA's DAC-GT Tariff:

- Applicability,
- Rates and Credits
- Terms and Conditions

3. Increased Capacity Cap

CPA provides an update to a program capacity cap reference to reflect the Decision's increase of CPA's DAC-GT Program capacity in the following section in CPA's DAC-GT Tariff:

- Terms and Conditions

4. Voluntary Inclusion of Storage

CPA provides an update to its DAC-GT Tariff clarifying that CPA is permitted to voluntarily include battery storage systems in the following section in the DAC-GT Tariff:

- Terms and Conditions

5. Removal of Green-e Certification Requirement

CPA provides an update to its DAC-GT Tariff deleting a reference to Green-e Certification, reflecting the Decision's removal of the requirement that DAC-GT resources be Green-e certified. The update is made to the following section in the DAC-GT Tariff:

- Terms and Conditions

SUMMARY OF CSGT TARIFF CHANGES

OP 2 of the Decision discontinued future CSGT Program solicitations and enabled PAs to maintain their existing CSGT programs, capacity, and procurement in existing active solicitations.[18] CPA has elected to maintain its existing CSGT Program. Accordingly, CPA provides minor updates to its CSGT tariff, attached hereto as Attachment C along with a redlined version marked against the previous CSGT tariff attached hereto as Attachment D, to reflect the changes to the CSGT Program made in the Decision.

[17] Ibid., at p. 170 (OP 3(b)).
[18] Ibid., at p. 169 (OP 2).

1. Discontinuation of Future CSGT Solicitations

CPA provides a new footnote (Footnote 1) addressing the Decision's discontinuation of future CSGT solicitations and clarifies CPA will not issue additional solicitations for its CSGT Program in the following section of the CSGT Tariff:

- Applicability

2. Enrollment Periods

CPA provides an update to its CSGT tariff to reflect subscriber enrollment periods relative to the life of the CSGT contract. Given the Decision has discontinued future CSGT solicitations, customer enrollment terms in CSGT will be limited to the remainder of the respective CSGT contract. The update is made to the following section in the CSGT Tariff:

- Terms and Conditions

3. Non-substantive Placeholder for Tariff Hyperlink

CPA provides a non-substantive update to a footnote (Footnote 2) that acts as a temporary placeholder for the updated CSGT tariff hyperlink that will be updated pending the Commission's approval. The update is made to the following section in the CSGT Tariff:

- Rates and Credits

SUMMARY OF HOW THE TARIFFS WILL RESULT IN INCREMENTAL NEW RENEWABLE ENERGY

In accordance with the Decision, CPA's DAC-GT Tariff will result in "incremental new renewable energy being purchased to specifically serve subscribers of [DAC-GT]."[19] CPA's DAC-GT tariff includes the following requirement for qualified facilities:

> CPA will procure energy resources... from qualified facilities that are...
> (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.[20]

To date, CPA's DAC-GT Program has resulted in eight power purchase agreements, totaling 7.27 MW,[21] being executed to specifically serve CPA's DAC-GT subscribers.[22] CPA will continue to purchase new renewable energy to specifically serve DAC-GT subscribers up to its program capacity of 18.285 MW.

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[19] Ibid., at pp. 173-174 (OP 9).

[20] CPA brands its DAC-GT Program as "Power Share."

[21] In 2024, two DAC-GT PPAs (totaling 4.92 MW of nameplate capacity) were terminated. As a result, as of September 27, CPA has procured a total of 7.27 MW of capacity.

[22] Quarterly Disadvantaged Communities Green Tariff and Community Solar Green Tariff Programs Report for Second Quarter 2024 and Semi-Annual Community Solar Green Tariff Program Report for the Period of January 2024 to June 2024 for Clean Power Alliance of Southern California, submitted July 30, 2024, at p. 3, Table 2: Project Details.

To date, CPA's CSGT Program has resulted in four power purchase agreements, totaling 3.37 MW, being executed to specifically serve CPA's CSGT subscribers.[23] As addressed in this AL, CPA will not procure any new renewable energy for the CSGT program.

ATTACHMENTS

This AL contains the following attachments:

- Attachment A: Schedule DAC-GT, Disadvantaged Community Green Tariff Program
- Attachment B: Schedule DAC-GT, Disadvantaged Community Green Tariff Program (redline)
- Attachment C: Schedule CS-GT, Community Solar Green Tariff Program
- Attachment D: Schedule CS-GT, Community Solar Green Tariff Program (redline)

TIER DESIGNATION

Pursuant to General Order (GO) 96-B, Energy Industry Rule 5.2, D.18-06-027, and D.24-05-065, this AL is submitted with a Tier 2 designation.

EFFECTIVE DATE

This AL will become effective on October 28, 2024, which is the 30th calendar day after the date of its submission.

NOTICE

Anyone wishing to protest this AL may do so by letter via U.S. Mail, facsimile, or electronically, any of which must be received by the Energy Division and CPA no later than 20 days after the date of this AL. Protests should be submitted to:

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

In addition, protests and all other correspondence regarding this AL should be sent by letter or transmitted electronically to the attention of:

[23] Ibid.

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 A.16-07-015, and A.22-05-022 service lists. For changes to these 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.

Pursuant to California Public Utilities Commission Decision 24-05-065, CPA shall automatically enroll eligible customers in Power Share until customer subscriptions reach 18.285 megawatts ("MW") (CPA's "Power Share Program Cap"). Eligible customers will be auto-enrolled based on criteria and prioritization process established by the Board of Directors at a duly-noticed meeting. Eligible customers who contact CPA to request enrollment in the program and were not enrolled under the auto-enrollment criteria established by the Board of Directors will be placed on a waitlist and enrolled in the program as capacity becomes available.

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 enrolled 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 be enrolled 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") Tariff or Solar Billing Plan ("SBP" Tariff (also known as Net Billing Tariff).
   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 a customer is enrolled in this program and CPA has confirmed that the customer meets program eligibility requirements.

   Eligible customers who are not automatically enrolled in the program by CPA may contact CPA via the CPA website or Customer Service center to request enrollment, and will be enrolled in the program if there is available capacity. If the program is fully subscribed, the customer will be placed on a waitlist and enrolled in the program as capacity becomes available.

   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.

   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 no more than five miles from an eligible DAC in CPA or SCE's service territory; and
   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.

   Qualified facilities may include battery storage systems sized no greater than the MW rating of the RPS eligible generating facility.

   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 18.285 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

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~~ Pursuant to California Public Utilities Commission Decision 24-05-065, CPA shall automatically enroll eligible customers in Power Share until customer subscriptions reach 18.285~~2.19~~ megawatts ("MW") (CPA's "Power Share Program Cap"). Eligible customers will be auto-enrolled based on criteria and prioritization process established by the Board of Directors at a duly-noticed meeting. ~~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~~Eligible customers who contact CPA to request enrollment in the program and were not enrolled under the auto-enrollment criteria established by the Board of Directors will be placed on a waitlist and enrolled in the program as capacity becomes available ~~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 enrolled~~ing~~ 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 be enrolled 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") Tariff or Solar Billing Plan ("SBP" Tariff (also known as

Net Billing Tariff)~~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~~a customer is enrolled in this program and CPA has confirmed that the customer meets program eligibility requirements.

   Eligible customers who are not automatically enrolled in the program by CPA may contact CPA via the CPA website or Customer Service center to request enrollment, and will be enrolled in the program if there is available capacity. If the program is fully subscribed, the customer will be placed on a waitlist and enrolled in the program as capacity becomes available.

   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~~ no more than five miles from an eligible DAC in CPA or SCE's service territory; and
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.~~

Qualified facilities may include battery storage systems sized no greater than the MW rating of the RPS eligible generating facility.

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 18.285~~2.19~~ 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.[1]

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

[1] California Public Utilities Commission Decision 24-05-065, Decision Modifying Green Access Program Tariffs and Adopting a Community Renewable Energy Program, issued June 7, discontinued future solicitations for the Community Solar Green Tariff Program ("CSGT"). CPA will not issue additional solicitations for its CSGT Program, marketed as Power Share Community Solar.

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.[2] 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:

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[2] [Hyperlink to Board-approved Power Share-CS tariff to be added here].

Community Sponsor Bill Discount = Total Bill amount[3] ($) x Community Sponsor Subscription Amount (kWh) / Total Bill 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

[3] 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 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 the period of time that the CS Facility is under contract to deliver energy to CPA.

   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

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.[1]

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.

[1] California Public Utilities Commission Decision 24-05-065, Decision Modifying Green Access Program Tariffs and Adopting a Community Renewable Energy Program, issued June 7, discontinued future solicitations for the Community Solar Green Tariff Program ("CSGT"). CPA will not issue additional solicitations for its CSGT Program, marketed as Power Share Community Solar.

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.[2] 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

[2] ~~https://cleanpoweralliance.org/wp-content/uploads/2023/10/Power-Share-Tariff-for-web.pdf.~~ [Hyperlink to Board-approved Power Share-CS tariff to be added here].

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[3] ($) x Community Sponsor Subscription Amount (kWh) / Total Bill 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.

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

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 the period of time that the CS Facility is under contract to deliver energy to CPA~~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.