

RESOLUTION NO. 24-09-074

**RESOLUTION OF THE BOARD OF DIRECTORS OF CLEAN
POWER ALLIANCE OF SOUTHERN CALIFORNIA
TO AMEND THE POWER SHARE AND POWER SHARE
COMMUNITY SOLAR TARIFFS**

THE BOARD OF DIRECTORS OF CLEAN POWER ALLIANCE OF SOUTHERN CALIFORNIA DOES HEREBY FIND, RESOLVE, AND ORDER AS FOLLOWS:

WHEREAS, the Clean Power Alliance of Southern California (formerly known as Los Angeles Community Choice Energy Authority) ("Clean Power Alliance" or "CPA") was formed on June 27, 2017;

WHEREAS, on December 27, 2019, CPA submitted Advice Letter E-0004-E to the California Public Utilities Commission ("CPUC") requesting authority to implement CPA's Disadvantaged Communities Green Tariff ("DAC-GT") and Community Solar Green Tariff ("CSGT") programs;

WHEREAS, on November 5, 2020, the California Public Utilities Commission ("CPUC") passed Resolution E-5102 approving CPA's implementation of DAC-GT, which CPA branded as "Power Share", and CSGT, which CPA branded as "Power Share Community Solar";

WHEREAS, on December 3, 2020, the CPA Board of Directors approved Resolution No. 20-12-012, which authorized CPA staff to launch Power Share and to provide a 20 percent discount to eligible customers on their generation and delivery charges, and adjust Power Share rates to maintain the 20 percent discount whenever the otherwise applicable CPA or SCE rates change;

WHEREAS, on December 7, 2023, the CPA Board of Directors approved Resolution No. 23-12-057, which authorized CPA staff to launch Power Share Community Solar and to provide a 20 percent discount to eligible customers, who reside within five miles of a Community Solar facility, on their generation and delivery charges, and adjust Power Share rates to maintain the 20 percent discount whenever the otherwise applicable CPA or SCE rates change;

WHEREAS, on June 7, 2024, the CPUC issued Decision 24-05-065 ("the Decision") which made modifications to the DAC-GT Program, discontinued future CSGT Program solicitations, required DAC-GT and CSGT Program Administrators ("PAs") to update their program tariffs according to the changes in the Decision, and required PAs to coordinate to ensure tariff language uniformity, to the extent possible;

WHEREAS, as required by the Decision, CPA and DAC-GT and CSGT PAs, including IOUs and other CCAs that offer these programs, have met to work on tariff language uniformity, to the extent feasible;

WHEREAS, CPA seeks to provide clean, renewable energy that is affordable to low-income customers;

WHEREAS, CPA will continue to administer its CSGT Program, Power Share Community Solar tariff, through its procured CSGT capacity and procurement in existing active solicitations; and,

WHEREAS, any project developer providing energy through Power Share or Power Share Community Solar will be responsible for acquiring necessary California Environmental Quality Act (“CEQA”) review and approvals and CPA has no role, jurisdiction, or authority whatsoever with respect to that CEQA review or approval.

NOW THEREFORE, BE IT DETERMINED, ORDERED, AND RESOLVED, BY THE BOARD OF DIRECTORS OF THE CLEAN POWER ALLIANCE OF SOUTHERN CALIFORNIA THAT the amended Power Share Tariff, as presented in Exhibit A1, and the Power Share Community Solar Tariff, as presented in Exhibit B1, are hereby approved and both tariffs shall be effective upon approval by the CPUC.

IT IS FURTHER DETERMINED, AFFIRMED, AND ORDERED that the Power Share Tariff or the Power Share Community Solar Tariff is not a project under CEQA because the tariff does not fall under the definition of “project” under Section 21065 of the Public Resources Code and under CEQA Guidelines Section 15378(a) and does not have the potential for causing a significant impact on the environment under CEQA Guidelines Section 15061(b)(3).

IT IS FURTHER DETERMINED, AFFIRMED, AND ORDERED that any and all acts authorized pursuant to this Resolution and performed prior to the passage of this Resolution are hereby ratified and approved; and


IT IS FURTHER DETERMINED, AFFIRMED, AND ORDERED that this Resolution shall take effect upon its passage, shall be continuing, and shall remain in full force and effect unless and until expressly revoked by further resolution of the Board of Directors.

ADOPTED AND APPROVED this 5th day of September 2024.



Deborah Klein Lopez, Chair

ATTEST:



Gabriela Monzon, Secretary

Exhibit A1



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.

Exhibit B1



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 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.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

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

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:

$$\text{Community Sponsor Bill Discount} = \text{Total Bill amount}^3 (\$) \times \text{Community Sponsor Subscription Amount (kWh)} / \text{Total Bill Usage (kWh)} \times 20\%$$

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

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

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.

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.