

RESOLUTION NO. 24-12-077

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
CLEAN POWER ALLIANCE OF SOUTHERN CALIFORNIA
TO APPROVE PEAK MANAGEMENT PRICING TARIFF**

THE BOARD OF DIRECTORS OF THE 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 June 6, 2019, the Board authorized rates for the implementation of event-based Peak Management Pricing demand response rate options for eligible non-residential customers, similar to the Southern California Edison (SCE) Critical Peak Pricing program for bundled SCE customers;

WHEREAS, California Public Utilities Commission (CPUC) issued Decision 23-12-005 in December 2023 specifying that for residential customers to be eligible for battery storage incentives through the statewide Self-Generation Incentive Program (SGIP), they must be enrolled in a qualifying demand response (DR) program approved by the CPUC;

WHEREAS, CPA anticipates that the CPUC may determine that CPA's Peak Management Pricing demand response program would be a qualifying DR program if the Peak Management Pricing program is expanded to include residential customers;

WHEREAS, residential customer make up the majority of SGIP applicants;

WHEREAS, the Board has considered these factors and support staff's recommendation to expand availability of the Peak Management Pricing program to include eligible residential customers as well as other adjustments to the program's terms and conditions.

NOW THEREFORE, BE IT DETERMINED, ORDERED, AND RESOLVED, BY THE BOARD OF DIRECTORS OF THE CLEAN POWER ALLIANCE OF SOUTHERN CALIFORNIA THAT:

1. The Peak Management Pricing Tariff as presented in Exhibit A is hereby approved effective January 1, 2025.

APPROVED AND ADOPTED this 5th day of December 2024.



Deborah Klein Lopez, Chair

ATTEST:



Gabriela Monzon, Board Secretary



Peak Management Pricing (PMP) Tariff

Clean Power Alliance's Peak Management Pricing ("PMP") Tariff ("PMP Tariff" or "PMP program") is an event-based rate option that provides bill credits to participating customers in the summer during on-peak non-event hours, and incremental bill charges for on-peak electricity usage during PMP events.

A. APPLICABILITY

The PMP Tariff is available to CPA residential and non-residential customers who meet the eligibility criteria detailed in the Terms and Conditions below. To participate in the PMP program eligible customers must submit a completed PMP Enrollment Form¹.

B. RATES, CREDITS, AND SURCHARGES

Accounts enrolled in the PMP program will continue to be billed in accordance with the account's otherwise applicable CPA and SCE tariffs, rates, and policies ("OAT").

Participating customers will receive bill credits from CPA during the summer months (June-September) in the form of monthly on-peak energy credits for accounts on non-demand rates (residential and small business customers), or monthly on-peak demand credits for accounts on demand rates (most commercial, agriculture and pumping, and industrial customers). During PMP events, participating customers will be billed an incremental surcharge on energy consumed from 4 p.m. to 9 p.m. See Terms and Conditions for details on how the summer credits and event surcharges are calculated and applied.

CPA will call no more than fifteen (15) PMP events per calendar year, which will be limited to non-holiday weekdays. These events typically occur on the hottest days of the summer when electricity prices are high. Customers will be notified via email or text at least 24 hours in advance of an event so that they can prepare to reduce their energy use between 4 p.m. and 9 p.m. on the following day. Events may occur on consecutive days but will not exceed three per week except in the event of a Grid Emergency as defined in the Terms and Conditions.

B. TERMS AND CONDITIONS

1. **Customer eligibility.** The PMP Tariff is available to customers with accounts that meet the following criteria:
 - a. Eligible residential accounts must be actively receiving service from CPA and on a TOU-D-4, TOU-D-5, TOU-D-PRIME, TOU-D-A, TOU-D-B, or TOU-D-T rate schedule;
 - b. Eligible non-residential accounts must be actively receiving service from CPA on a TOU-GS-1-E, TOU-GS-1-ES, TOU-GS-2-D, TOU-GS-3-D, TOU-8-D, TOU-PA-2-D, or TOU-PA-3-D rate schedule;
 - c. Eligible accounts must have an interval meter or a Southern California Edison (SCE) SmartConnect meter installed and in use;
 - d. Eligible accounts may not be enrolled in the CPA Power Response program or other CPA, SCE, or third-party demand response programs.

¹ The PMP Enrollment Form is available at www.cleanpoweralliance.org/pmp-program.

2. **Ineligible rates, tariffs, or programs.** Accounts enrolled in the following rates, tariffs, or programs are not eligible to enroll in the PMP Tariff:
 - a. Residential accounts on Domestic (tiered), D-CARE, DM or DMS rate schedules;
 - b. Non-residential accounts on TOU-1-GS-D, lighting, traffic control, WTR, or other non-residential rate schedules not listed in section B.1.b.;
 - c. Accounts not served by an interval or SCE SmartConnect meter; and
 - d. Accounts enrolled in the CPA Power Response program or other CPA, SCE, or third-party demand response programs.

3. **Customer enrollment and term.** To participate in the PMP Program the customer or an authorized representative must submit a completed PMP Enrollment Form² requesting enrollment of the designated account(s) in the program and agreeing to the PMP Tariff's Terms and Conditions. Participation in the PMP Program for enrolled service accounts will commence within two billing periods after enrollment in the PMP Program is confirmed.

Customers may disenroll in the program at any time by calling or emailing CPA Customer Service. If a customer switches their account to a different rate schedule, the account's enrollment in PMP will be maintained provided that the new rate schedule meets PMP eligibility requirements. If CPA discontinues the PMP Program for any reason, participating customers will be notified and the account(s) will be returned to CPA's OAT.

4. **PMP Events.** CPA may, at its discretion, call a PMP Event any non-holiday weekday. Events will only occur from 4 p.m. to 9 p.m. A maximum of fifteen (15) PMP events may be called during a calendar year. Events may occur on consecutive days but will not exceed three per week except in the case of a Grid Emergency as defined below. PMP Events will be called based on any one of the following criteria:
 - 1) California Independent System Operator (CAISO) Energy Emergency Alert (EEA) Watch Notice,
 - 2) California Independent System Operator (CAISO) Flex Alert,
 - 3) Forecasts of extreme or unusual temperature conditions impacting system demand, or
 - 4) Day-ahead load and/or price forecasts.

A Grid Emergency occurs when the California Independent System Operator ("CAISO") (a) declares an Energy Emergency Alert (EEA) 2 or greater; (b) when CAISO declares an event threatening or limiting transmission grid capability including line or transformer overloads; (c) when a state of emergency related to a sudden and severe energy shortage is declared pursuant to California Government Code section 8565, et seq.; or (d) other event or action that can result in a sudden and severe energy shortage to California's electricity grid.

5. **PMP Event Notification.** CPA will provide event notifications to participating customers via email or text message, as designated by the customer in the customer's enrollment form, no later than 4 p.m. the business day before a PMP event. Customers are responsible for monitoring event notifications and providing CPA with correct email addresses or phone numbers to receive text notifications (carrier fees may apply). Updates to the event notification contact(s) must be provided by emailing

² Available at www.cleanpoweralliance.org/pmp-program.

customerservice@cleanpoweralliance.org or calling Customer Service at 888-585-3788 (TTY: 323-214-1296).

- PMP Summer Credits and Event Surcharges.** PMP summer credit rates and event surcharge rates effective January 1, 2025, are shown in the table below. Summer credit rates are applied during the summer season (June 1 to September 30) to energy usage from 4 p.m. to 9 p.m. on all non-event, non-holiday weekdays for customers on non-demand rates, and to maximum monthly on-peak demand for customers on demand rates. Event surcharge rates are applied to energy consumed from 4 p.m. to 9 p.m. during PMP events. PMP credits and surcharges will not be applied to exported generation.

All CPA rates including PMP rates are adopted by the CPA Board of Directors at duly noticed public meetings of the Clean Power Alliance Board of Directors and are subject to change.³ Current PMP rates are posted at www.cleanpoweralliance.org/pmp-program.

Peak Management Pricing (PMP) Rates*

Rate Schedule	Event Surcharge	Summer Incentive Credit
Residential Rates		
TOU-D-4, TOU-D-5, TOU-D-PRIME, TOU-D-A, TOU-D-B, TOU-D-T	\$1.00/kWh	\$0.18963/kWh
Non-residential Rates		
TOU-GS-1-E, TOU-GS-1-ES	\$1.00/kWh	\$0.17054/kWh
TOU-GS-2-D	\$1.00/kWh	\$8.56/kW
TOU-GS-3-D	\$1.00/kWh	\$9.44/kW
TOU-8-SEC-D TOU-8-PRI-D TOU-8-SUB-D	\$1.00/kWh	\$10.28/kW \$10.65/kW \$10.55/kW
TOU-PA-2-D, TOU-PA-2-D5	\$1.00/kWh	\$7.10/kW
TOU-PA-3-D, TOU-PA-3-D5	\$1.00/kWh	\$7.73/kW

* Summer credits are applied to energy usage in kWh from 4 p.m. - 9 p.m. on non-event non-holiday weekdays from June 1 to September 30 for all residential rates and for TOU-GS-1 and TOU-GS-1-ES rates, and to maximum monthly on-peak demand in kW from June 1 to September 30 for all other non-residential rates. Event surcharges are applied to all energy usage from 4 p.m. - 9 p.m. during PMP events. Effective January 1, 2025. Rates subject to change. See www.cleanpoweralliance.org/pmp-program for current rates.

- Billing.** Participating accounts will be billed monthly at their normal CPA OAT. Applicable PMP summer credits and event surcharges will appear as separate line items on the account's monthly invoices. Credits will be applied only to on-peak usage during the summer season (June 1 – September 30). All applicable CPA generation charges and event surcharges must be paid as billed.
- Bill Protection.** Customers enrolled in PMP will receive a one-time Bill Protection credit if the customer was billed an amount greater than they would have been billed under their CPA OAT without PMP, for up to the first 12 months of enrollment in the PMP program. If

³ Board agendas are available at: <https://cleanpoweralliance.org/get-involved/agendas-minutes/>.

a customer disenrolls from the PMP program or terminates CPA service for any reason before the end of their first 12 months in the program, or if CPA terminates the PMP program for any reason, Bill Protection will end on the account's next regularly scheduled billing date.

CPA will calculate the Bill Protection credit after the earlier of 1) the end of the first 12 months of the account's enrollment in the program; 2) the end of the account's enrollment in the program; or 3) the termination of CPA service to the account. The Bill Protection credit will equal the positive sum, if any, of total PMP event surcharges and the total PMP summer credits bill over the duration of the Bill Protection period. If customers are eligible for a PMP Bill Protection credit, this credit will be applied within two billing periods following the end of the Bill Protection period.

9. **Reservation of Rights.** CPA reserves the right to modify, suspend, or terminate, one or more components of or all of the PMP Tariff at a duly noticed public meeting of CPA's Board of Directors. By enrolling or remaining enrolled in the PMP Tariff, the 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.