



Net Energy Metering (NEM) Tariff

APPLICABILITY: Clean Power Alliance of Southern California’s (CPA) Net Energy Metering Tariff (CPA NEM Tariff) is available to CPA customers who meet one of the following conditions:

1. Customer is enrolled under one of the following Southern California Edison’s (SCE) net energy metering rate schedules (“SCE NEM Schedules”): (i) Schedule NEM (Net Energy Metering); (ii) Schedule NEM-ST (Net Energy Metering Successor Tariff), (iii) Schedule NEM-V (Virtual Net Energy Metering for Multi-Tenant and Multi-Meter Properties); (iv) Schedule NEM-V-ST (Virtual Net Energy Metering for Multi-Tenant and Multi-Meter Properties Successor Tariff); (v) Schedule MASH-VNM (Multifamily Affordable Solar Housing Virtual Net Metering); (vi) Schedule MASH-VNM-ST (Multifamily Affordable Solar Housing Virtual Net Metering Successor Tariff); (vii) Schedule BG-NEM (Biogas Net Energy Metering); and (viii) Schedule FC-NEM (Fuel Cell Net Energy Metering).
2. Customer begins service on SCE’s Net Billing Tariff (Schedule NBT, or “SCE NBT Rate Schedule”)¹ prior to September 1, 2023.

SCE NEM and NBT Schedules are available at: <https://www.sce.com/regulatory/tariff-books/rates-pricing-choices/other-rates> and may be amended or replaced by SCE from time to time. The CPA NEM Tariff may be amended from time to time or replaced by CPA’s Board of Directors (“Board”) at a duly-noticed public meeting of the Board.²

Eligible CPA customers who meet the requirements for a SCE NEM Schedule will be automatically enrolled in the CPA NEM Tariff at the time of initially enrolling with CPA or at the time SCE accepts them into SCE’s NEM Program.

Customers who enroll in the SCE NBT Schedule prior to September 1, 2023, will be automatically enrolled in the CPA NEM Tariff. These customers are eligible to continue enrollment in the CPA NEM Tariff for 20 years from the year in which they received permission to operate (PTO) from SCE, provided that they continue to meet the applicable conditions of SCE’s NEM-ST Schedule.

At CPA’s discretion, customers who begin service under the SCE NBT Schedule between September 1, 2023 and December 31, 2023 and can document that their NEM or NBT application was submitted to SCE prior to September 1, 2023, may be placed on the CPA NEM Tariff for 20 years following their original PTO date.

Customers enrolled in or eligible for the CPA NEM Tariff may voluntarily elect to be served instead under the CPA Net Billing Tariff (“CPA NBT Tariff”).³ Customers who voluntarily switch from the CPA NEM Tariff to the CPA NBT Tariff or who are automatically transitioned to the CPA NBT Tariff following the termination of their NEM legacy period are not eligible to return to service under the CPA NEM Tariff.

¹ SCE’s proposed NBT Schedule was submitted to the California Public Utilities Commission in Advice 4961-E and 4961-E-A, available at www.sce.com/regulatory/advice-letters.

² Board agendas are available at: <https://cleanpoweralliance.org/get-involved/agendas-minutes/>

³ Information about the CPA NBT Program is available at www.cleanpoweralliance.org/nem/.



RATES: All rates for the CPA NEM Program will be in accordance with the customer’s otherwise applicable CPA rate schedule (CPA OAS). Nothing in this tariff will supersede any SCE authorized charges.

CHARGES & BILLING: CPA’s charges for energy (kWh) will be calculated at the CPA OAS and billed on the net metered usage, as described below.

a) For a customer with Non-Time of Use (TOU) Rates⁴:

If the customer is a “Net Consumer,” having overall positive usage during a specific monthly billing cycle, the customer will be billed in accordance with the customer’s CPA OAS.

If the customer is a “Net Generator,” having overall negative usage during a specific monthly billing cycle, any net energy production shall be valued at the applicable rate as set forth in the customer’s CPA OAS. The calculated value of any net energy production shall be credited to the customer according to the CPA OAS and applied as described in Sections (c) and (d).

b) For a customer with TOU Rates:

If the customer is a Net Consumer during any discrete TOU period reflected within a specific monthly billing cycle, the net kWh consumed during such TOU period shall be billed in accordance with applicable TOU period-specific rates or charges as specified in the customer’s OAS.

If the customer is a Net Generator during any discrete TOU period reflected within a specific monthly billing cycle, any net energy production shall be valued at the applicable TOU period-specific rates or charges as specified in the customer’s CPA OAS. The calculated value of such net energy production shall be credited to the customer according to the CPA OAS and applied as described in Sections (c) and (d).

c) Monthly Settlement of CPA Charges/Credits:

Each customer will receive a statement as part of its monthly SCE bill indicating any accrued charges for electric energy usage during the current monthly billing cycle. When a customer’s net energy production results in an accrued credit balance in excess of currently applicable charges, the value of any net energy production during the monthly billing cycle (in excess of currently applicable charges) shall be valued at the CPA OAS and noted on the customer’s bill, including the quantity of any surplus NEM production (measured in kWh), and carried over as a bill credit for use in a subsequent billing cycle(s).

A customer who has accrued credits during previous billing cycles will see such credits applied against currently applicable charges, reducing otherwise applicable charges by an equivalent amount to such credits. Any remaining credits reflected on the customer’s billing statement shall be carried forward to subsequent billing cycle(s) until either the

⁴ Only applicable to grandfathered SCE NEM 1.0 customers. Please visit www.sce.com/residential/generating-your-own-power/net-energy-metering for more information.



excess the credit is used to satisfy current charges, the customer no longer receives service from CPA or an annual account true-up is performed.

d) CPA Annual True-Up & Cash-Out Processes:

- i) CPA Annual True-Up: During the April monthly billing cycle of each year, CPA will perform a true-up of the most recent twelve (12) month billing cycle, or the period of time from the customer's commencement of participation in the CPA NEM Program up to the following April (the "Relevant Period"). If as of April an active customer has less than 12 months of enrollment in the CPA NEM Tariff, their first Annual True-Up will take place during April of the following year and then every 12 months thereafter. A True-Up can be issued after April if CPA is missing usage for a customer, or if SCE is processing billing corrections.
 - a. NEM Generation Credit Refund: At the time of the Annual True-Up, if the customer has accumulated any NEM generation credits in excess of any currently outstanding charges, those NEM generation credits will be refunded to the customer up to the total CPA charges paid by the customer on the same NEM account during the Relevant Period, consistent with CPA's Annual Cash-Out practice in (ii).⁵
 - b. Net Surplus Compensation: Net Surplus Energy is defined as any generation that exceeds total customer energy usage during the Relevant Period, as measured in kWh. CPA will also determine at the time of Annual True-Up whether each customer has produced Net Surplus Energy over the course of the Relevant Period. If a customer has produced Net Surplus Energy, then CPA shall credit such customer an amount not to exceed \$10,000 that is equal to the current Net Surplus Compensation rate per kWh, as defined in CPA Net Surplus Compensation Rate Schedule, multiplied by the quantity of Net Surplus Energy produced by the customer during the Relevant Period, consistent with CPA's Annual Cash-Out practice in (ii) below. The CPA Net Surplus Compensation Rate Schedule will be posted to CPA's website and updated monthly. CPA Net Surplus Compensation Schedule can be viewed at www.cleanpoweralliance.org/solar/.
- ii) CPA Annual Cash-Out: During the April monthly billing cycle of each year, any current customer who has a combined NEM generation credit and Net Surplus Compensation value of \$100 or more, as determined during the Annual True-Up process, that exceeds any outstanding charges, will be sent a payment by check via U.S. Mail to the customer's U.S. mailing address on file at the time of mailing for the credit balance on their account, as determined through CPA's Annual True-Up process (i). Customers receiving direct payment will have an equivalent amount removed from their NEM account balance at the time of check issuance. In the event that customers do not have a combined NEM generation credit and Net

⁵ If the Customer Account has any outstanding balance at the time of Annual True-Up, the customer will have a 30-day grace period to pay in full before their Annual True-Up is performed in order to be eligible for NEM Generation Credit refund.



Surplus Compensation value exceeding \$100, such credit balance will be carried forward to offset future CPA charges, unless the customer requests issuance of a check for the credit balance by contacting the CPA Customer Service Center via phone or email. If such request is received on or after March 15, the request to receive funds via check will be effective in the following Relevant Period. All NEM accounts will be reset to zero kilowatt hours annually as of the customer's May monthly billing cycle and the only NEM credits that will be carried forward on the customer's account will be the combined NEM generation credit and Net Surplus Compensation credit balances less than \$100. Checks will expire 90 calendar days after issuance. If checks expire, check amount will be returned to a customer's NEM account as bill credits and will be applied toward future charges.

- iii) CPA Cash-Out for Terminations: Customers, who close their electric account through SCE, opt-out of CPA and enroll in bundled service, or move outside of the CPA service area prior to the April monthly billing cycle of each year, shall be trued up according to CPA's Annual True-Up Process. If applicable, the customer shall receive a refund payment by check via U.S. Mail to the customer's U.S. mailing address on file at the time of mailing for any NEM generation credit on their account that exceeds outstanding charges at the time of true-up, up to the amount paid by the customer during the Relevant Period. If determined to have produced Net Surplus Energy, the customer shall also receive a check via U.S. Mail to the customer's mailing address on file at the time of mailing for Net Surplus Compensation, up to a maximum of \$10,000. Payments will be released 30 days after final billing to allow for any revised usage and/or adjustments from SCE. Checks will expire 90 calendar days after issuance. If checks expire or are returned to CPA, customers may request the reissuance of a check for up to one year after check issuance date and CPA will make a reasonable effort to reissue the check within 30 days of a customer's request. After one year, the funds will be considered unclaimed property and turned over to the California State Controller's Office.

e) SCE NEM Program:

Customers are subject to applicable terms and conditions and billing procedures of SCE for SCE charges as described in SCE NEM Rate Schedules (with the exception of generation-related charges, which are described in CPA's rate schedules). Customers should be aware that while CPA settles balances for generation on a monthly basis, SCE will continue to calculate charges for delivery, transmission and other services annually for those customers with an annual billing option, and CPA NEM credits cannot be applied to any SCE charges.

Customers are encouraged to review SCE NEM Rate Schedules at <https://www.sce.com/regulatory/tariff-books/rates-pricing-choices/other-rates>.

f) Enrollment in SCE Bundled Service:

CPA customers participating in the CPA NEM Program may opt out and enroll in SCE's bundled service, subject to any applicable restrictions imposed by SCE. If a CPA customer



opts out more than 60 days after their initial enrollment date, CPA will perform a true-up of their account, as specified in section (d)(iii), at the time of enrollment in SCE bundled service. For details concerning opting out of CPA service, please contact CPA Customer Service at 888-585-3788 or customerservice@cleanpoweralliance.org.

g. Reservation of Rights

CPA reserves the right to modify, suspend, or terminate, one or more components of or all of the NEM Tariff at a duly-noticed public meeting of CPA's Board of Directors. By enrolling or remaining enrolled in NEM Tariff, customer acknowledges and accepts CPA's reservation of rights.

h. 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.