

Terms and Conditions:
Clean Power Alliance (CPA) Power Response Program
An Olivine Community Program
Medium and Large Business

Click to view Terms and Conditions for:

- Battery Energy Storage Program Option
- Electric Vehicle Charging Program Option

Terms and Conditions:
Clean Power Alliance (CPA) Power Response Program,
An Olivine Community Program
Medium and Large Business Battery Energy Storage Participants

These Terms and Conditions are for the Battery Energy Storage program option, which is one of the two CPA Power Response Program's technology options for Medium Business, Commercial and Industrial (C&I) and Municipal Customers. Eligible CPA customers may be able to enroll in both of these technology options per service account, subject to approval by CPA. Additional terms and conditions may apply for different technology options.

The CPA Power Response Program is administered by Olivine, Inc.

CPA Power Response Battery Energy Storage participants are subject to the following terms and conditions:

1. **PROGRAM ELIGIBILITY:** A customer account is eligible to enroll in the CPA Power Response Battery Energy Storage program if it meets the following criteria:
 - a. The account is an active Clean Power Alliance (CPA) medium business, commercial, industrial, or municipal customer account in CPA's service territory taking service under a non-residential rate. Customers taking service under a Net Energy Metering (NEM) rate are eligible to participate in CPA's Power Response program.
 - b. The account is not enrolled in SCE's Capacity Bidding Program (CBP), Time of Use Base Interruptible Program (TOU-BIP), Summer Discount Program (SDP), or other third-party Demand Response (DR) programs. Accounts enrolled in any of these programs must disenroll prior to enrolling in the CPA Power Response Program.
 - c. The account service location includes at least one battery energy storage system connected to the internet which can meet a minimum capacity commitment of 10 kW. Participants must use a vendor/battery management company from a pre-qualified list or receive approval in writing from CPA if using a vendor not on this list.
 - d. The service account must be serviced by an SCE-approved Smart Meter that monitors energy usage at 15-minute intervals.

2. **CAPACITY COMMITMENT:** Participants commit to allocating a specific capacity amount of their battery energy storage system to participate in Energy Savings Events through this program. Personalized consultation with CPA and Olivine is available to assist participants in identifying the appropriate amount of capacity to commit. These commitments will be reviewed and approved by CPA during the enrollment process. Approved capacity commitments may be subject to limits based on the availability of program incentive funds.

3. **CAPACITY COMMITMENT ADJUSTMENT:** Participant may adjust their committed capacity amount on a quarterly basis and notify CPA in writing, by contacting powerresponse@cleanpoweralliance.org, of any adjustments 5 business days before the start of the next calendar quarter. Participants who want to increase their capacity commitment may be subject to limits based on the availability of program incentive funds.
4. **MINIMUM CAPACITY COMMITMENT:** There is a minimum capacity commitment of 10 kW per service account. The capacity commitment is the estimated capacity of the system for a four-hour period, measured in kW, between 4 pm and 9 pm on weekdays.
5. **MAXIMUM CAPACITY COMMITMENT:** There is a maximum capacity commitment of 250 kW per customer. The capacity commitment is the estimated capacity of the system for a four-hour period, measured in kW, between 4 pm and 9 pm on weekdays.
6. **ENROLLMENT:** All participants in the CPA Power Response Program must enroll in the program by signing and submitting a Customer Information Service Request Form (CISR) and a Participation Agreement. Customers must agree to and abide by all terms, conditions, and restrictions of the program. More information, including the Participation Agreement and FAQs, is available on the CPA Power Response website at: <https://cpapowerresponse.org>. By enrolling in the Program, the Customer warrants that it has all necessary authorization to enroll and has provided any necessary notice to property owners or managers.
7. **ENROLLMENT INCENTIVE:** Upon confirmation of enrollment in the CPA Power Response Program, CPA will issue the participant a one-time \$250 enrollment incentive. If the participant's participating service account address is within a Disadvantaged Community (DAC), as defined by California SB 535, the enrollment incentive is \$300. The enrollment incentive will be applied as a billing credit and may be spread out amongst two or more billing cycles. Depending on billing cycles, it may take up to three (3) months after enrollment is confirmed for the full amount of the bill credit to be loaded.
8. **PARTICIPATION INCENTIVE:** Upon confirmation of enrollment in the CPA Power Response Program, CPA will issue the participant a \$100/kilowatt (kW) annual participation incentive for each kW the participant commits to the program, delivered in quarterly bill credits, as long as the terms and conditions of the program are met by the participant. If the participant's participating service account address is in a Disadvantaged Community (DAC), as defined by California SB 535, the participation incentive is \$125/kW annually, and paid in quarterly bill credits. The participation incentive will be applied as a billing credit and may be spread out amongst two or more billing cycles. Depending on billing cycles, it may take up to three (3) months after enrollment is confirmed for the full amount of the bill credit to be loaded.
9. **EVENTS:** CPA will issue Energy Savings Event notifications to Power Response Program participants requesting participants to discharge their battery during the availability window of 4PM – 9PM on the event day. These event notifications will be provided by email to the designated facility contact

and/or the participant's battery operator's battery control center via Olivine's dispatch center no later than 5PM on the calendar day preceding an Energy Savings Event.

10. **EVENT RESPONSE:** Once an Energy Savings Event has been scheduled, Olivine will connect to the participant's battery management provider and send instructions to discharge the participant's battery at the committed capacity amount. Participant's battery energy storage inverters should be set to "load following" mode during an Energy Savings Event such that battery discharge capacity never exceeds instantaneous load at the facility during events. Battery discharges should never export to grid, and meter readings should not be less than zero due to battery discharges during Energy Savings Events.
11. **EVENT PARTICIPATION:** Program Participants may decline to participate in individual events without financial penalty. See also #14 below
12. **TEST EVENTS:** Up to three (3) test events may be conducted per year. All notification protocols, as well as performance requirements (i.e., committed capacity quantity delivered for the duration of the Energy Savings Event), will apply during test events.
13. **EVENT INFORMATION:** Event information:
 - a. All events will occur in the event window of 4 PM – 9 PM on weekdays, excluding holidays.
 - i. Holidays are defined as follows: New Year's Day (January 1), Presidents' Day (third Monday in February), Memorial Day (last Monday in May), Independence Day (July 4), Labor Day (first Monday in September), Veterans Day (November 11), Thanksgiving Day (fourth Thursday in November), and Christmas (December 25). When any holiday listed above falls on Sunday, the following Monday will be recognized as a holiday. No change will be made for holidays falling on Saturday.
 - b. Events are a minimum of 1 hour and maximum of 4 hours.
 - c. The maximum number of events per year for this program option is 35, or up to a maximum of 140 hours per year, whichever is greater.
 - d. Maximum of 1 event per day (up to 4 hours).
 - e. Maximum of 5 events per month, not to exceed 20 hours per month.
14. **EVENT TRIGGERS:** Events will be triggered at the discretion of CPA for one or more of the following reasons:
 - a. Wholesale energy prices
 - b. CAISO grid emergencies
 - c. Extreme weather
 - d. Poor local air quality
 - e. Event testing

15. ANNUAL PARTICIPATION REQUIREMENT: At the end of the calendar year, participants must have demonstrated that they have provided an average of at least 60% of their capacity commitment for all events scheduled during the year, including events for which they declined to participate. Participants not able to achieve 60% of their committed average capacity during the pilot period will be asked to lower their capacity commitment to a demonstrated capacity value, or they will no longer be permitted to participate in the program. Demonstration of customer's ability to meet the minimum committed capacity will be verified through the event settlement process on an annual basis. The event settlement process for all events during the year is conducted through the verification of annual performance based on the following baseline energy performance calculation for each event during the program year:

- The energy baseline is based on the participant's energy usage in the days leading up to the event. The energy baseline will be calculated on an hourly basis using the average of the immediate past 10 weekdays, excluding holidays. The previous 10 days will also exclude days when the customer: 1) was subject to a CPA program Energy Savings Event, 2) was subject to a rotating outage by SCE, or 3) was otherwise interrupted. The baseline also includes a day-of adjustment to account for any atypical usage that day.

Program performance will be calculated based on the difference of measured participant load at the whole premise utility meter during the event period subtracted from the energy baseline during the corresponding event period. This calculation will be performed for all Energy Savings Events called under this program technology option.

16. INSTALLATION COSTS: If the participant is installing a battery energy storage system to participate in the program, participant is solely responsible for any costs or expenses of installing the battery energy storage system. CPA will not pay for installation costs or for any upgrades to the participant's electrical system required for installation of the battery energy storage system. The participant is responsible for hiring a qualified professional to estimate the cost of installation, obtain any necessary permits or access rights, install the equipment, obtain any federal, state, or local incentives, and any other action needed to properly install the equipment.

17. RIGHT TO WITHHOLD INCENTIVES: CPA reserves the right to withhold participation incentives for any participants determined to be violating the terms, conditions, requirements, or restrictions of the program.

18. PROGRAM WITHDRAWAL: Participants may withdraw from the program at any time without financial penalty by calling their CPA account representative or emailing powerresponse@cleanpoweralliance.org.

19. PROGRAM TERM: The CPA Power Response Program is a limited pilot with an initial program term of December 31, 2020. CPA may extend the term of the pilot up to July 31, 2022. Unless the participant notifies CPA of intent to withdraw from the program thirty (30) days in advance of the one-year anniversary of the customer's program agreement effective date, the customer's participation will be auto-renewed for another 12-month period and will continue to auto-renew subject to these terms yearly up to July 31, 2022.



For more information, contact the CPA Power Response Program by email at:
powerresponse@cleanpoweralliance.org.

These CPA Power Response Program Terms and Conditions are subject to change.

In addition to the foregoing terms and conditions, participants in the CPA Power Response program remain subject to Clean Power Alliance's Terms & Conditions of Service:
<https://cleanpoweralliance.org/terms-and-conditions>.

Terms and Conditions:
Clean Power Alliance (CPA) Power Response Program,
An Olivine Community Program
Medium and Large Business Electric Vehicle Charging Participants

These Terms and Conditions are for the Electric Vehicle Charging program option, which is one of the two CPA Power Response Program's technology options for Medium Business, Commercial and Industrial (C&I) and Municipal Customers. Eligible CPA customers may be able to enroll in both of these technology options per service account, subject to approval by CPA. Additional terms and conditions may apply for different technology options.

The CPA Power Response Program is administered by Olivine, Inc.

CPA Power Response Electric Vehicle Charging participants are subject to the following terms and conditions:

1. **PROGRAM ELIGIBILITY:** A customer account is eligible to enroll in the CPA Power Response Electric Vehicle Charging program if it meets the following criteria:
 - a. The account is an active Clean Power Alliance (CPA) commercial, industrial, or municipal customer account in CPA's service territory taking service under a non-residential rate. Customers taking service under a Net Energy Metering (NEM) rate are eligible to participate in CPA's Power Response program.
 - b. The account is not enrolled in SCE's Capacity Bidding Program (CBP), Time of Use Base Interruptible Program (TOU-BIP), Summer Discount Program (SDP), or other third-party Demand Response (DR) programs. EV Charger customers that are participating in SCE's Demand Response Charge Ready Pilot Program (DR-CRPP) must disenroll from DR-CRPP prior to enrolling in CPA Power Response.
 - c. The account service location includes at least three (3) electric vehicle charging units connected to the internet which can meet a minimum capacity commitment of 5 kW. Participants must use a electric vehicle charging vendor/management company from a pre-qualified list or receive approval in writing from CPA if using a vendor not on this list.
 - d. The service account must be serviced by an SCE-approved Smart Meter that monitors energy usage at 15-minute intervals.
2. **CAPACITY COMMITMENT:** Participants commit to allocating a specific capacity amount of their electric vehicle charging system to participate in Energy Savings Events through this program. Personalized consultation with CPA and Olivine is available to assist participants in identifying the appropriate amount of capacity to commit. These commitments will be reviewed and approved by CPA during the enrollment process. Approved capacity commitments may be subject to limits based on the availability of program incentive funds.

3. **CAPACITY COMMITMENT ADJUSTMENT:** Participant may adjust their committed capacity amount on a quarterly basis and notify CPA in writing, by contacting powerresponse@cleanpoweralliance.org, of any adjustments 5 business days before the start of the next calendar quarter. Participants who want to increase their capacity commitment may be subject to limits based on the availability of program incentive funds.
4. **MINIMUM CAPACITY COMMITMENT:** There is a minimum capacity commitment of 5 kW per service account. The capacity commitment is the estimated capacity of the system for a four-hour period, measured in kW, between 4 pm and 9 pm on weekdays.
5. **MAXIMUM CAPACITY COMMITMENT:** There is a maximum capacity commitment of 125 kW per customer. The capacity commitment is the estimated capacity of the system for a four-hour period, measured in kW, between 4 pm and 9 pm on weekdays.
6. **ENROLLMENT:** All participants in the CPA Power Response Program must enroll in the program by signing and submitting a Customer Information Service Request Form (CISR) and a Participation Agreement. Customers must agree to and abide by all terms, conditions, and restrictions of the program. More information, including the Participation Agreement and FAQs, is available on the CPA Power Response website at: <https://cpapowerresponse.org>. By enrolling in the Program, the Customer warrants that it has all necessary authorization to enroll, and has provided any necessary notice to property owners or managers.
7. **ENROLLMENT INCENTIVE:** Upon confirmation of enrollment in the CPA Power Response Program, CPA will issue the participant a one-time \$250 enrollment incentive. If the participant's participating service account address is within a Disadvantaged Community (DAC), as defined by California SB 535, the enrollment incentive is \$300. The enrollment incentive will be applied as a billing credit and may be spread out amongst two or more billing cycles. Depending on billing cycles, it may take up to three (3) months after enrollment is confirmed for the full amount of the bill credit to be loaded.
8. **PARTICIPATION INCENTIVE:** Upon confirmation of enrollment in the CPA Power Response Program, CPA will issue the participant a \$100/kilowatt (kW) annual participation incentive for each kW the participant commits to the program, delivered in quarterly bill credits, as long as the terms and conditions of the program are met by the participant. If the participant's participating service account address is in a Disadvantaged Community (DAC), as defined by California SB 535, the participation incentive is \$125/kW annually, and paid in quarterly bill credits. The participation incentive will be applied as a billing credit and may be spread out amongst two or more billing cycles. Depending on billing cycles, it may take up to three (3) months after enrollment is confirmed for the full amount of the bill credit to be loaded.
9. **EVENTS:** CPA will issue Energy Savings Event notifications to Power Response Program participants requesting participants to reduce their electric vehicle charging capacity during the availability window of 4PM – 9PM on the event day. These event notifications will be provided by email to the designated facility contact and/or the participant's electric vehicle charging operator's control

center via Olivine's dispatch center no later than 5PM on the calendar day preceding an Energy Savings Event.

10. **EVENT RESPONSE:** Once an Energy Savings Event has been scheduled, Olivine will connect to the participant's electric vehicle charging provider and send instructions to reduce the participant's electric vehicle charging capacity at the committed capacity amount.
11. **EVENT PARTICIPATION:** Program Participants may decline to participate in individual events without financial penalty. See also #14 below
12. **TEST EVENTS:** Up to three (3) test events may be conducted per year. All notification protocols, as well as performance requirements (i.e., committed capacity quantity delivered for the duration of the Energy Savings Event), will apply during test events.
13. **EVENT INFORMATION:** Event information:
 - a. All events will occur in the event window of 4 PM – 9 PM on weekdays, excluding holidays.
 - i. Holidays are defined as follows: New Year's Day (January 1), Presidents' Day (third Monday in February), Memorial Day (last Monday in May), Independence Day (July 4), Labor Day (first Monday in September), Veterans Day (November 11), Thanksgiving Day (fourth Thursday in November), and Christmas (December 25). When any holiday listed above falls on Sunday, the following Monday will be recognized as a holiday. No change will be made for holidays falling on Saturday.
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 - c. The maximum number of events per year for this program option is 35, or up to a maximum of 140 hours per year, whichever is greater.
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 - c. Extreme weather
 - d. Poor local air quality
 - e. Event testing
15. **ANNUAL PARTICIPATION REQUIREMENT:** At the end of the calendar year, participants must have demonstrated that they have provided an average of at least 60% of their capacity commitment for all events scheduled during the year, including events for which they declined to participate.

Participants not able to achieve 60% of their committed average capacity during the pilot period will be asked to lower their capacity commitment to a demonstrated capacity value, or they will no longer be permitted to participate in the program. Demonstration of customer's ability to meet the minimum committed capacity will be verified through the event settlement process on an annual basis. The event settlement process for all events during the year is conducted through the verification of annual performance based on the following baseline energy performance calculation for each event during the program year:

- The energy baseline is based on the participant's energy usage in the days leading up to the event. The energy baseline will be calculated on an hourly basis using the average of the immediate past 10 weekdays, excluding holidays. The previous 10 days will also exclude days when the customer: 1) was subject to a CPA program Energy Savings Event, 2) was subject to a rotating outage by SCE, or 3) was otherwise interrupted. The baseline also includes a day-of adjustment to account for any atypical usage that day.

Program performance will be calculated based on the difference of measured participant load at the whole premise utility meter during the event period subtracted from the energy baseline during the corresponding event period. This calculation will be performed for all Energy Savings Events called under this program technology option.

16. **INSTALLATION COSTS:** If the participant is installing an electric vehicle charging system to participate in the program, participant is solely responsible for any costs or expenses of installing the electric vehicle charging system. CPA will not pay for installation costs or for any upgrades to the participant's electrical system required for installation of the electric vehicle charging system. The participant is responsible for hiring a qualified professional to estimate the cost of installation, obtain any necessary permits or access rights, install the equipment, obtain any federal, state, or local incentives, and any other action needed to properly install the equipment.
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For more information, contact the CPA Power Response Program by email at: powerresponse@cleanpoweralliance.org.



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In addition to the foregoing terms and conditions, participants in the CPA Power Response program remain subject to Clean Power Alliance's Terms & Conditions of Service:

<https://cleanpoweralliance.org/terms-and-conditions>.