

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

These Terms and Conditions are for the Electric Vehicle Charging and Battery Energy Storage program options, the two CPA Power Response Program 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.

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

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

1. **PROGRAM ELIGIBILITY:** A customer account is eligible to enroll in the CPA Power Response program if it meets the following criteria:
 - 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, excluding the TOU-GS-1 and TOU-EV-7 rate families. Customers taking service under a Net Energy Metering (NEM) rate are eligible to participate in CPA's Power Response program.
 - 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 SCE or 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. Account must not be enrolled in CPA's Peak Management Pricing program.
 - The account service location includes one or both of the following technology options:
 - i. Electric Vehicle Charging: At least three (3) electric vehicle charging units connected to the internet which can meet a minimum capacity commitment of 5 kW.
 - ii. Battery Energy Storage: At least one battery energy storage system connected to the internet which can meet a minimum capacity commitment of 10 kW.
 - 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 or 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:** 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. Depending on which technology option the participant chooses, the minimum capacity commitment varies:
 - EV Charger Participants: minimum capacity commitment is 5 kW per service account.
 - Battery Energy Storage Participants: minimum capacity commitment is 10kW per service account.
5. **TIME-LIMITED RESOURCES:** If it is determined that a facility interested in enrolling in the EV Charger program option has adequate capacity to commit to the program, but this capacity is not available to participate across the entire 4-9pm window, this resource may be able to enroll as a Time-Limited Resource (TLR), subject to approval by CPA, however the Terms and Conditions will be impacted in the following ways:
 - The customer's Capacity Commitment will include both a load level (kW) and the hours when the resource is available. The site will only receive Energy Savings Event notifications for those hours.
 - The enrollment and participation incentives will be prorated based on the number of hours the facility is available to participate. For instance, if the facility can only participate from the hours of 4-6pm, their enrollment and participation incentives will be reduced by 50% (2 hours available/4 hours total)
6. **MAXIMUM CAPACITY COMMITMENT:** There is a maximum incented 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.
7. **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, including an agreed-upon Capacity Commitment. 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://cleanpoweralliance.org/compowerresponse>. 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.
8. **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. A site's Enrollment Incentive will be reduced if it is enrolled as a TLR (See Section 5).

9. **PARTICIPATION INCENTIVE:** While enrolled 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. 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. A site's Participation Incentive will be reduced if it is enrolled as a TLR (see Section 5). Participation incentives will be delivered in monthly increments, as long as the terms and conditions of the program are met by the participant. Customers enrolled on or before the 10th of the month will be eligible for an incentive that month.
10. **INCENTIVE BILL CREDITS:** Incentives will be applied as bill credits. Depending on billing cycles, it may take one (1) month or more after enrollment is confirmed for the enrollment incentive bill credit to be loaded. If the initial program term ends before a participant has been enrolled for a full year, that participant will receive the remainder of their participation incentive in a single bill credit. Participants with unused incentive funds will receive an annual cash out during their May billing cycle in the form of a check mailed to their mailing address on file with CPA.
11. **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 or battery energy storage operator's control center via Olivine's dispatch center no later than 5PM on the calendar day preceding an Energy Savings Event.
12. **EVENT RESPONSE:** Once an Energy Savings Event has been scheduled, Olivine will connect to the participant's electric vehicle charging or battery energy storage provider and send instructions to reduce the participant's electric load at the committed capacity amount.
13. **EVENT PARTICIPATION:** Program Participants may decline to participate in individual events without financial penalty. See also #17 below
14. **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.
15. **EVENT INFORMATION:** Event information:
 - All events will occur in the event window of 4 PM – 9 PM on weekdays, excluding holidays. TLRs will only be required to participate during the window for which they have been approved.

i. Program Holidays are defined as the federally observed date of the following holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas.

- Events are a minimum of 1 hour and maximum of 4 hours.
- 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.
- Maximum of 1 event per day (up to 4 hours).
- Maximum of 5 events per month, not to exceed 20 hours per month.
- Planned or potential Public Safety Power Shutoff (PSPS) events will be taken into account when calling events.

16. EVENT TRIGGERS: Events will be triggered at the discretion of CPA for one or more of the following reasons:

- Wholesale energy prices
- CAISO grid emergencies
- Extreme weather
- Poor local air quality
- Event testing

17. ONGOING ELIGIBILITY REQUIREMENT: Performance will be evaluated at least on an annual basis.

Participants are required to provide an average of at least 60% of their capacity commitment for all events scheduled during that year, inclusive of events for which they declined to participate.

During the initial program term, participants that are not able to achieve 60% of their committed average capacity will be asked to lower their capacity commitment to a demonstrated capacity value, in order to be permitted to continue to participate in the program. During the program, on a periodic basis, participation will be assessed to confirm that participants are meeting minimum program requirements for participation and/or performance. Those participants that are not able to meet minimum requirements during the initial pilot period will be informed, but will be permitted to remain in the program and receive full incentive payments through that term. A customer's ability to meet the minimum committed capacity will be verified through the event settlement process. The event settlement process for all events during the year is conducted through the verification of 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.

18. **INSTALLATION COSTS:** If the participant is installing an electric vehicle charging or battery energy storage system to participate in the program, participant is solely responsible for any costs or expenses of installing the system. CPA will not pay for installation costs or for any upgrades to the participant's electrical system required for installation of the 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.
19. **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.
20. **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.
21. **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>.