



## **AGENDA**

### **Regular Meeting of the Board of Directors of San Diego Community Power (SDCP)**

January 23, 2023  
11:00 a.m.

The meeting will proceed as a teleconference meeting in compliance with waivers to certain provisions of the Brown Act provided for under Government Code section 54953(e)(1)(A), in relation to the COVID-19 State of Emergency and recommended social distancing measures. There will be no location for in-person public attendance. In compliance with the Brown Act, SDCP is providing alternatives to in-person public attendance for viewing and participating in the meeting. Further details are below.

**Note:** Any member of the public may provide comments to the Board of Directors on any agenda item. When providing comments to the Board, it is requested that you provide your name and city of residence for the record. Commenters are requested to address their comments to the Board as a whole through the Chair. Comments may be provided in one of the following manners:

1. **Providing Oral Comments During Meeting.** To provide comments during the meeting, join the Zoom meeting by computer, mobile phone, or dial-in number. On Zoom video conference by computer or mobile phone, use the "Raise Hand" feature. This will notify the moderator that you wish to speak during a specific item on the agenda or during non-agenda Public Comment. Members of the public will not be shown on video but will be able to speak when called upon. If joining the meeting using the Zoom dial-in number, you can raise your hand by pressing \*9. Comments will be limited to three (3) minutes. Please be aware that the Chair has the authority to reduce equally each speaker's time to accommodate a large number of speakers.
2. **Written Comments.** Written public comments must be submitted prior to the start of the meeting by using this ([web form](#)). Please indicate a specific agenda item when submitting your comment. All written comments received prior to the meeting will be provided to the Board members in writing. In the discretion of the Chair, the first ten (10) submitted comments shall be stated into the record of the meeting. Comments read at the meeting will be limited to the first 400 words. Comments received after the start of the meeting will be collected, sent to the Board members in writing, and be part of the public record.

If you have anything that you wish to be distributed to the Board, please provide it via [info@sdcommunitypower.org](mailto:info@sdcommunitypower.org) and it will be distributed to the Members.

The public may participate using the following remote options:

Teleconference Meeting Webinar <https://zoom.us/j/94794075133>

Telephone (Audio Only) (669) 900-6833 or (346) 248-7799 | Webinar ID: 947 9407 5133

## Welcome

## Call to Order

## Roll Call

## Pledge of Allegiance

## Special Presentations and Introductions

## Report from Closed Session (If held)

## Items to be Added, Withdrawn, or Reordered on the Agenda

### Public Comments

*Opportunity for members of the public to address the Board on any items not on the agenda but within the jurisdiction of the Board. Members of the public may provide a comment in either manner described above.*

### Consent Calendar

*All matters are approved by one motion without discussion unless a member of the Board of Directors requests a specific item to be removed from the Consent Calendar for discussion. A member of the public may comment on any item on the Consent Calendar in either manner described above.*

- 1. Approval of Findings to Continue Holding Remote/Teleconference Meetings Pursuant to Assembly Bill 361**
- 2. Receive and File Treasurer's Report for Period Ending November 30, 2022**
- 3. Receive and File Update on Back Office Operations**
- 4. Receive and File Update on Marketing and Public Relations**
- 5. Receive and File Update on Community Advisory Committee**
- 6. Receive and File Update on Regulatory and Legislative Affairs**
- 7. Approval of Second Amendment to Professional Services Agreement with Futura Energy Group to add \$70,000 for a total of \$305,000 for Professional Recruiting Services for FY2023.**

### Regular Agenda

*The following items call for discussion or action by the Board of Directors. The Board may discuss and/or take action on any item listed below if the Board is so inclined.*

#### **8. Election of Chair and Vice Chair for Calendar Year 2023**

Recommendation: Elect a Chair and Vice Chair for Calendar Year 2023.

#### **9. Appointment of Members to the Finance and Risk Management Committee**

Recommendation: Appointment of Members to the Finance and Risk Management Committee.

#### **10. Approval of 2023 Rates**

Recommendation: Approve the rates contained in Attachment A to be effective as of February 1, 2023.

**11. Approval of New Credit Agreement to Implement New Line of Credit of \$150,000,000 from JP Morgan Credit Facility**

Recommendation: Approval of the New Credit Agreement to Implement a New Line of Credit of \$150,000,000 from JP Morgan Credit Facility

**12. Approval of Amended and Restated Vikings Power Purchase Agreement**

Recommendation: Approval of Amended and Restated Renewable Power Purchase Agreement with Vikings Energy Farm, LLC in substantially the form attached hereto, with such changes as are approved by the Chief Executive Officer and reviewed and approved as to form by General Counsel, and authorize the Chief Executive Officer to sign the Agreement.

**13. Update on the Community Power Plan**

Recommendation: Receive and File the Update on the Community Power Plan

**Reports by Chief Executive Officer and General Counsel**

*SDCP Management and General Counsel may briefly provide information to the Board and the public. The Board may engage in discussion if the specific subject matter of the report is identified below, but the Board may not take any action other than to place the matter on a future agenda. Otherwise, there is to be no discussion or action taken unless authorized by law.*

**Director Comments**

*Board Members may briefly provide information to other members of the Board and the public, ask questions of staff, request an item to be placed on a future agenda, or report on conferences, events, or activities related to SDCP business. There is to be no discussion or action taken on comments made by Directors unless authorized by law.*

**Adjournment**

***Compliance with the Americans with Disabilities Act***

SDCP Board of Directors meetings comply with the protections and prohibitions of the Americans with Disabilities Act. Individuals with a disability who require a modification or accommodation, including auxiliary aids or services, in order to participate in the public meeting may contact (888) 382-0169 or [info@sdcommunitypower.org](mailto:info@sdcommunitypower.org). Requests for disability-related modifications or accommodations require different lead times and should be provided at least 72-hours in advance of the public meeting.

***Availability of Board Documents***

Copies of the agenda and agenda packet are available at <https://sdcommunitypower.org/resources/meeting-notes/>. Late-arriving documents related to a Board meeting item which are distributed to a majority of the Members prior to or during the Board meeting are available for public review as required by law. Public records, including agenda-related documents, can

be requested electronically at [info@sdcommunitypower.org](mailto:info@sdcommunitypower.org) or by mail to SDCP, PO BOX 12716, San Diego, CA 92112. The documents may also be posted at the above website. Such public records are also available for inspection, by appointment, at San Diego Community Power, 2488 Historic Decatur Road, Suite 250, San Diego, CA 92106. Please contact [info@sdcommunitypower.org](mailto:info@sdcommunitypower.org) to arrange an appointment.



## SAN DIEGO COMMUNITY POWER Staff Report – Item 1

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To: San Diego Community Power Board of Directors

From: Ryan Baron, General Counsel

Subject: Findings to Continue Holding Remote/Teleconference Meetings Pursuant to Assembly Bill 361

Date: January 23, 2023

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### RECOMMENDATION

Find and determine that the Board has reconsidered the circumstances of the COVID-19 State of Emergency; the State of Emergency remains in effect; state or local officials continue to impose or recommend social distancing measures; and meetings of SDCP legislative bodies may be held remotely in compliance with Government Code section 54953(e) for the next 30 days.

### BACKGROUND

As more fully described in the staff report for the October 28, 2021 meeting related to AB 361, the State of California has adopted AB 361, which allows public agencies to hold fully or partially virtual meetings under certain circumstances without being required to follow certain Brown Act teleconferencing requirements. Under AB 361, a legislative body holding a fully or partially virtual meeting pursuant to AB 361 must make certain findings at least every thirty (30) days to continue holding such meetings.

If the Board desires to continue allowing Directors and members of SDCP committees to participate remotely pursuant to AB 361, the Board must reconsider the COVID-19 State of Emergency, find that the proclaimed State of Emergency remains in effect, and find either: (1) that state or local officials continue to impose or recommend measures to promote social distancing; or (2) that as a result of the COVID-19 emergency, meeting in person would present imminent risks to the health or safety of attendees.

### ANALYSIS AND DISCUSSION

Based on the continued COVID-19 State of Emergency and continued required or recommended social distancing measures, as initially described in the staff report for October 28, 2021 meeting relating to AB 361, the Board may make the findings necessary to continue allowing Board members and members of all SDCP committees to participate remotely pursuant to AB 361.

## **FISCAL IMPACT**

None.

## **ATTACHMENTS**

None.





## SAN DIEGO COMMUNITY POWER Staff Report – Item 2

To: San Diego Community Power Board of Directors

From: Eric W. Washington, Chief Financial Officer

Via: Karin Burns, Chief Executive Officer

Subject: Treasurer's Report –Presentation of Financial Results for Fiscal Year 2023 Period ended 11/30/22

Date: January 23, 2023

### RECOMMENDATION

Receive and File Report.

### BACKGROUND

San Diego Community Power (SDCP) maintains its accounting records on a full accrual basis in accordance with Generally Accepted Accounting Principles (GAAP) as applicable to governmental enterprise funds.

SDCP has prepared its year-to-date financial statements for the period ended November 30, 2022, along with budgetary comparisons.

### ANALYSIS AND DISCUSSION

Actual financial results for the period ended 11/30/22: \$408.97 million in net operating revenues were reported compared to \$375.48 million budgeted for the period. \$382.52 million in total expenses were reported (including \$371.91 million in energy costs) compared to \$337.06 million budgeted for the period (including \$322.56 million budgeted for energy costs). After expenses, SDCP's change in net position of \$26.49 million was reported for Fiscal Year 2023. The following is a summary of the actual results compared to the Fiscal Year 2023 Budget.

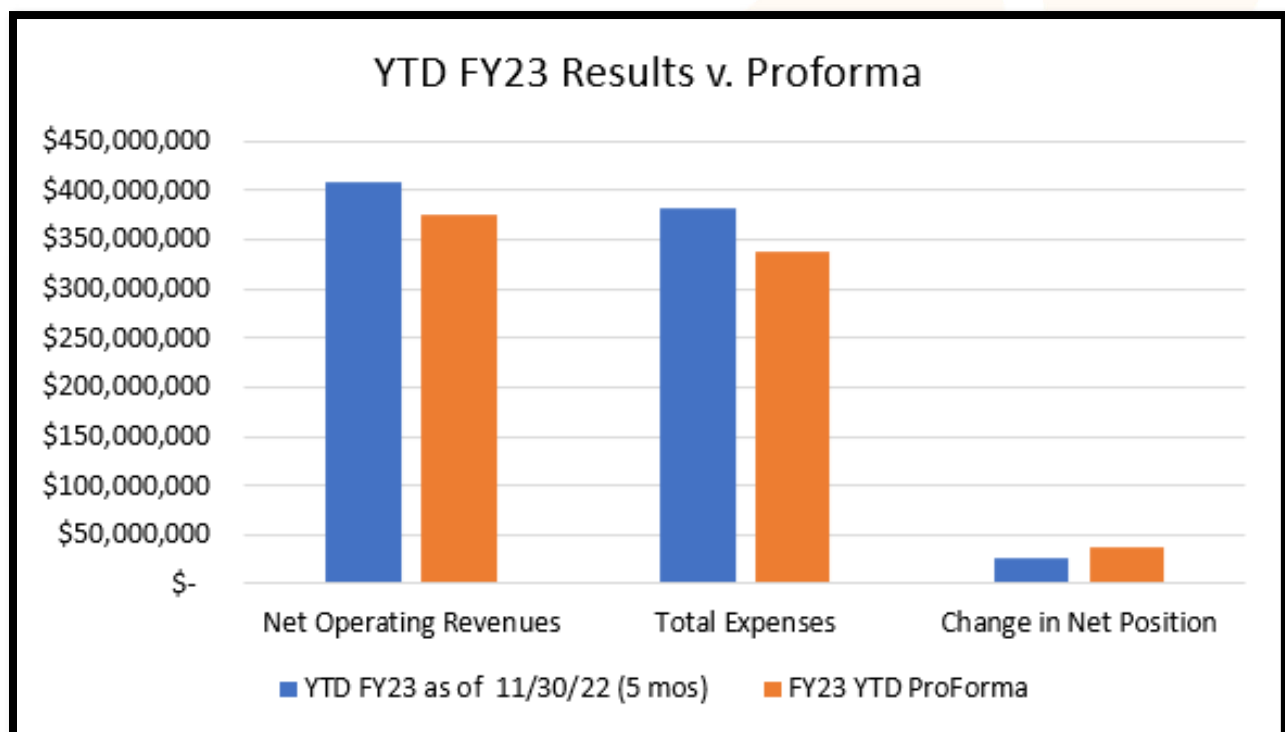
Budget Comparison					
	YTD FY23 as of 11/30/22 (5 mos)	FY23 YTD Budget	Budget Variance (\$)	Budget (%)	
Net Operating Revenues	\$ 408,971,298	\$375,484,073	\$ 33,487,225	109	0.08918
Total Expenses	\$ 382,519,557	\$337,060,688	\$ 45,458,869	113	0.13487
Change in Net Position	\$ 26,451,741	\$ 38,423,385	\$(11,971,644)		-0.3116

- Net operating revenues finished \$33.49 million (or 9.0 percentage points) over the budget primarily due to opt outs performing better than projected and due to higher demand from non-residential customers.
- Operating expenses finished \$45.46 million (or 13.0 percentage points) over the budget primarily due to higher-than-expected energy usage and energy costs.

Financial results for the period performed under the projections presented in the year-to-date proforma. SDCP's change in net position was -28.44% under the projection primarily due to higher-than projected energy usage and costs.

The following is a summary to actual results compared to the fiscal year-to-date proforma.

Proforma Comparison				
	YTD FY23 as of 11/30/22 (5 mos)	FY23 YTD ProForma	ProForma Variance (\$)	Proforma (%)
Net Operating Revenues	\$ 408,971,298	\$375,484,073	\$ 33,487,225	8.92%
Total Expenses	\$ 382,519,557	\$338,518,796	\$ 44,000,761	13.00%
Change in Net Position	\$ 26,451,741	\$ 36,965,277	\$ (10,513,536)	-28.44%



For the period ending 11/30/22, SDCP contributed \$26,487,185 to its reserves but was expecting to contribute \$38,484,073 per the FY 2022-23 adopted budget. Total SDCP reserves at the end of the period were \$69,018,137 and total available liquidity (including



lines of credit) was \$73,229,643. SDCP has a total FY 2022-23 year-end reserve target of \$171,276,631, which is equivalent to 90-days of total operating expenses.

### **COMMITTEE REVIEW**

N/A

### **FISCAL IMPACT**

N/A

### **ATTACHMENTS**

Attachment A: 2023 Year-to-Date Period Ended 11/30/22 Financial Statements





## ACCOUNTANTS' COMPILATION REPORT

Management  
San Diego Community Power

Management is responsible for the accompanying financial statements of San Diego Community Power (a California Joint Powers Authority) which comprise the statement of net position as of November 30, 2022, and the related statement of revenues, expenses, and changes in net position, and the statement of cash flows for the period then ended in accordance with accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the accompanying statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, conclusion, nor provide any assurance on these financial statements.

Management has elected to omit substantially all of the note disclosures required by accounting principles generally accepted in the United States of America in these interim financial statements. San Diego Community Power's annual audited financial statements include the note disclosures omitted from these interim statements. If the omitted disclosures were included in these financial statements, they might influence the user's conclusions about the Authority's financial position, results of operations, and cash flows. Accordingly, these financial statements are not designed for those who are not informed about such matters.

We are not independent with respect to the Authority because we performed certain accounting services that impaired our independence.

*Maher Accountancy*

San Rafael, CA  
December 20, 2022

**SAN DIEGO COMMUNITY POWER**  
**STATEMENT OF NET POSITION**  
**As of November 30, 2022**

**ASSETS**

Current assets	
Cash and cash equivalents	\$ 46,749,725
Accounts receivable, net	80,076,810
Accrued revenue	27,652,970
Prepaid expenses	2,797,032
Other receivables	18,179
Deposits	15,197,111
Total current assets	<u>172,491,827</u>
Noncurrent assets	
Restricted cash	7,500,000
Deposits	3,450,000
Total noncurrent assets	<u>10,950,000</u>
Total assets	<u>183,441,827</u>

**LIABILITIES**

Current liabilities	
Accrued cost of energy	86,118,022
Accounts payable	559,452
Other accrued liabilities	2,577,904
State surcharges payable	339,834
Security deposits	614,873
Interest payable	175,782
Total current liabilities	<u>90,385,867</u>
Noncurrent liabilities	
Other noncurrent liabilities	517,741
Bank note payable	23,520,082
Total noncurrent liabilities	<u>24,037,823</u>
Total liabilities	<u>114,423,690</u>

**NET POSITION**

Restricted for collateral	2,500,000
Unrestricted	66,518,137
Total net position	<u>\$ 69,018,137</u>

**SAN DIEGO COMMUNITY POWER**  
**STATEMENT OF REVENUES, EXPENSES**  
**AND CHANGES IN NET POSITION**  
**Five Months Ended November 30, 2022**

**OPERATING REVENUES**

Electricity sales, net	\$ 408,971,298
Total operating revenues	<u>408,971,298</u>

**OPERATING EXPENSES**

Cost of energy	371,910,964
Contract services	6,575,683
Staff compensation	2,281,783
General and administration	1,173,576
Total operating expenses	<u>381,942,006</u>
Operating income (loss)	<u>27,029,292</u>

**NON-OPERATING REVENUES (EXPENSES)**

Investment income	35,444
Interest and financing expense	<u>(577,551)</u>
Nonoperating revenues (expenses)	<u>(542,107)</u>

**CHANGE IN NET POSITION**

	26,487,185
Net position at beginning of period	<u>42,530,952</u>
Net position at end of period	<u>\$ 69,018,137</u>

**SAN DIEGO COMMUNITY POWER**  
**STATEMENT OF CASH FLOWS**  
**Five Months Ended November 30, 2022**

**CASH FLOWS FROM OPERATING ACTIVITIES**

Receipts from customers	\$ 399,479,005
Other operating receipts	2,893,772
Payments to suppliers for electricity	(323,366,920)
Payments for goods and services	(6,305,712)
Payments to employees for services	(2,056,806)
Payments for deposits and collateral	(71,766,512)
Payments for state surcharges	(903,633)
Net cash provided (used) by operating activities	<u>(2,026,806)</u>

**CASH FLOWS FROM NON-CAPITAL FINANCING ACTIVITIES**

Proceeds from loans	20,180,000
Principal payments - loans	(28,000,000)
Principal payments - note	(5,000,000)
Interest and related expense payments	(515,631)
Net cash provided (used) by non-capital financing activities	<u>(13,335,631)</u>

**CASH FLOWS FROM INVESTING ACTIVITIES**

Interest income received	<u>35,444</u>
Net change in cash and cash equivalents	(15,326,993)
Cash and cash equivalents at beginning of period	69,576,718
Cash and cash equivalents at end of period	<u><u>\$ 54,249,725</u></u>

**Reconciliation to the Statement of Net Position**

Cash and cash equivalents (unrestricted)	\$ 46,749,725
Restricted cash	7,500,000
Cash and cash equivalents	<u><u>\$ 54,249,725</u></u>

**SAN DIEGO COMMUNITY POWER**  
**STATEMENT OF CASH FLOWS (continued)**  
**Five Months Ended November 30, 2022**

**RECONCILIATION OF OPERATING INCOME TO NET  
CASH PROVIDED (USED) BY OPERATING ACTIVITIES**

Operating income	\$ 27,029,292
Adjustments to reconcile operating income (loss) to net cash provided (used) by operating activities	
Provision for uncollectible accounts	4,131,023
(Increase) decrease in:	
Accounts receivable	(33,820,843)
Accrued revenue	19,286,645
Other receivables	(18,179)
Prepaid expenses	1,664,276
Deposits	(8,956,054)
Increase (decrease) in:	
Accrued cost of electricity	28,886,517
Accounts payable	(65,502)
Other accrued liabilities	1,837,898
State surcharges payable	7,248
Supplier security deposits	(42,009,127)
Net cash provided (used) by operating activities	<u><u>\$ (2,026,806)</u></u>



## ACCOUNTANTS' COMPILATION REPORT

Board of Directors  
San Diego Community Power

Management is responsible for the accompanying special purpose budgetary comparison schedule of San Diego Community Power (SDCP), a California Joint Powers Authority, for the period ended November 30, 2022, and for determining that the budgetary basis of accounting is an acceptable financial reporting framework. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the accompanying statement nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any assurance on this special purpose budgetary comparison statement.

The special purpose statement is prepared in accordance with the budgetary basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America. This report is intended for the information of the Board of Directors of SDCP.

Management has elected to omit substantially all of the note disclosures required by accounting principles generally accepted in the United States of America in these interim financial statements. SDCP's annual audited financial statements will include the note disclosures omitted from these interim statements. If the omitted disclosures were included in these financial statements, they might influence the user's conclusions about the Authority's financial position, results of operations, and cash flows. Accordingly, these financial statements are not designed for those who are not informed about such matters.

We are not independent with respect to SDCP because we performed certain accounting services that impaired our independence.

*Maher Accountancy*

San Rafael, CA  
December 20, 2022

**SAN DIEGO COMMUNITY POWER**  
**BUDGETARY COMPARISON SCHEDULE**  
**Five Months Ended November 30, 2022**

	<b>2022/23 YTD Budget</b>	<b>2022/23 YTD Actual</b>	<b>2022/23 YTD Budget Variance (Under) Over</b>	<b>2022/23 YTD Actual/ Budget %</b>	<b>2022/23 Annual Budget</b>	<b>2022/23 Budget Remaining</b>
<b>REVENUES AND OTHER SOURCES</b>						
Gross Ratepayer Revenues	379,276,841	\$ 413,102,321	33,825,480	109%	\$ 716,146,107	\$ 303,043,786
Less Uncollectible Customer Accounts	(3,792,768)	(4,131,023)	(338,255)	109%	(7,161,461)	(3,030,438)
Total Revenues and Other Sources	<u>375,484,073</u>	<u>408,971,298</u>	<u>33,487,225</u>		<u>708,984,646</u>	<u>300,013,348</u>
<b>OPERATING EXPENSES</b>						
Cost of Energy	322,559,141	371,910,964	49,351,823	115%	661,638,828	289,727,864
Professional Services and Consultants	6,901,935	6,412,358	(489,577)	93%	16,881,036	10,468,678
Personnel Costs	2,925,426	2,281,783	(643,643)	78%	7,951,499	5,669,716
Marketing and Outreach	1,635,625	856,609	(779,016)	52%	4,164,167	3,307,558
General and Administrative	1,724,985	480,292	(1,244,693)	28%	2,591,363	2,111,071
Programs	745,417	-	(745,417)	0%	1,395,000	1,395,000
Total Operating Expenses	<u>336,492,529</u>	<u>381,942,006</u>	<u>45,449,477</u>		<u>694,621,893</u>	<u>312,679,887</u>
Operating Income (Loss)	<u>38,991,544</u>	<u>27,029,292</u>	<u>(11,962,252)</u>		<u>14,362,753</u>	<u>(12,666,539)</u>
<b>NON-OPERATING REVENUES (EXPENSES)</b>						
Investment income	-	35,444	35,444		-	(35,444)
Debt Service and Bank Fees	(568,159)	(577,551)	(9,392)	102%	(1,314,922)	(737,371)
Total Non-Operating Revenues (Expenses)	<u>(568,159)</u>	<u>(542,107)</u>	<u>26,052</u>		<u>(1,314,922)</u>	<u>(772,815)</u>
<b>CHANGE IN NET POSITION</b>	<u>\$ 38,423,385</u>	<u>\$ 26,487,185</u>	<u>\$ (11,936,200)</u>		<u>\$ 13,047,831</u>	<u>\$ (13,439,354)</u>

See accountants' compilation report.





## SAN DIEGO COMMUNITY POWER Staff Report – Item 3

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To: San Diego Community Power Board of Directors

From: Lucas Utouh, Director of Data Analytics and Account Services

Via: Karin Burns, Chief Executive Officer

Subject: Update on Back-Office Operations

Date: January 23, 2023

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### RECOMMENDATION

Receive and file update on various back-office operations.

### BACKGROUND

Staff will provide regular updates to the Board of Directors regarding San Diego Community Power's (SDCP) back-office activities centered around tracking opt actions (i.e., opt outs, opt ups and opt downs) as well as customer engagement metrics. The following is a brief overview of items pertaining to back-office operations.

### ANALYSIS AND DISCUSSION

#### A) Mass Enrollment Update

##### Phase 3:

Staff is happy to report that our Phase 3 efforts for Imperial Beach, La Mesa, Encinitas, Chula Vista, San Diego and Net Energy Metering (NEM) customers with a true up month of February through December are now complete. Our cumulative count of active accounts being served under our portfolio currently stands at **748,671** as of 01/12/2023, cementing San Diego Community Power as the 2<sup>nd</sup> largest CCA by accounts served in the State of California. Net Energy Metering (NEM) customers with a true up month of **January** are currently in the process of being transitioned over to our service effectively wrapping up mass enrollment for this pertinent phase. We'll continue to enroll all move ins and new constructions accordingly in Imperial Beach, La Mesa, Encinitas, Chula Vista and City of San Diego.

##### Phase 4:

Mass enrollment for our customers in National City and Unincorporated County of San Diego is slated to commence in April, 2023. Customers on Net Energy Metering (NEM) will enroll as of their true up month starting in April of 2023 through March, 2024.

The first of four enrollment notices will be delivered in early February to notify relevant customers of their upcoming April enrollment into SDCP service. Please see a snippet of what they will look like per the below:

## Non-Net Energy Metering Enrollment Notice #1

**SAN DIEGO  
COMMUNITY  
POWER**



**Say hello to a cleaner power provider who reinvests in our community.**

**Coming Spring 2023**

San Diego Community Power (SDCP) is a local electricity provider that will serve your community by bringing you cleaner energy.

**Visit us at [SDCommunityPower.org](http://SDCommunityPower.org)**

**MX  
Post Net  
FSC® C01321**

EN#1\_P\_NU\_G



**San Diego Community Power (SDCP)** is a local electricity provider that will serve your community by bringing you cleaner energy at competitive rates. We put our communities first, helping you take a giant step toward a more sustainable energy future while prioritizing equity and supporting local, good-paying jobs.

We are a locally managed, not-for-profit, public agency that focuses on what families need and want most when it comes to their energy. SDCP reinvests in the communities we serve to benefit residents and businesses in our region.

#### How It Works



**SDCP**  
Buys electricity from renewable resources

**SDG&E**  
Delivers power and maintains the grid

**YOU GET**  
Cleaner power, local control, and competitive rates

Beginning in **April 2023**, San Diego Community Power will become your new electric generation service provider – meaning we will purchase renewable power, like solar and wind, and provide it to you at competitive rates. You will be automatically enrolled into our service unless you opt out. When you are automatically enrolled into our service, you'll receive our standard service offering, **PowerOn**, which provides 50% renewable energy and is priced competitively to what you are currently paying with San Diego Gas & Electric (SDG&E). You can always choose to return to SDG&E service, but you'll be missing out on some important benefits. With SDCP, you're empowered to choose a cleaner future.

[SDCommunityPower.org](http://SDCommunityPower.org)

#### Benefits that you can expect from San Diego Community Power:

- Competitively priced, cleaner, renewable power
- Energy programs tailored to meet the needs of San Diegans
- Local control by local representatives who prioritize people and our communities
- Reinvestment of revenues into the communities we serve
- Support of local job creation and development of local renewable energy projects

**To learn more about SDCP and our benefits, change your service level, or to opt out, visit:**  
[www.SDCommunityPower.org](http://www.SDCommunityPower.org) or call 1-888-382-0169.

**Para obtener más información sobre SDCP y nuestros beneficios, cambiar su nivel de servicio o optar por no participar, visite:** [www.SDCommunityPower.org](http://www.SDCommunityPower.org) o llame al 1-888-382-0169.

**Upang matuto nang higit pa tungkol sa SDCP at sa aming mga benepisyo, baguhin ang antas ng iyong serbisyo, o mag-opt out, bisitahin ang:** [www.SDCommunityPower.org](http://www.SDCommunityPower.org) o tumawag sa 1-888-382-0169.

#### Terms & Conditions of Service

San Diego Community Power electric generation rates are managed with the intention of providing cleaner electricity at competitive rates. Any changes to SDCP rates will be adopted at duly noticed public hearings of the San Diego Community Power Board of Directors. Changes to SDG&E or SDCP rates will impact cost comparisons between SDCP and SDG&E.

All SDG&E and SDCP customers pay a monthly Power Charge Indifference Adjustment (PCIA) and Franchise Fee Surcharge. SDCP has already accounted for these after-market charges in calculating rates. View SDCP rates and SDG&E cost comparisons on our website.

**ENROLLMENT:** SDCP is the default electricity service provider for the cities of Chula Vista, Encinitas, Imperial Beach, La Mesa, National City, San Diego, and the Unincorporated County of San Diego. You will be automatically enrolled in SDCP services unless you opt out at least five business days before your meter read date during the enrollment month. Accounts will be automatically enrolled in SDCP's PowerOn on your regularly scheduled meter read on or after the first day of the enrollment month. You may choose to opt up to Power100, which provides 100% renewable energy service at a slight premium.

**BILLING:** You will receive a single monthly bill from SDG&E that includes SDCP's electric generation charges. SDCP's electric generation charge replaces SDG&E's electric generation charge. SDCP's charge is not a duplicate charge or extra fee. SDG&E will continue to charge you for electric delivery services. If you opt out of SDCP, SDG&E will resume charging you for electric generation.

**For complete Terms and Conditions of Service, please visit [SDCommunityPower.org](http://SDCommunityPower.org) or call SDCP at 1-888-382-0169.**

Please note that rooftop solar customers and other customers participating in Net Energy Metering (NEM) will be automatically enrolled at the end of their relevant period (commonly referred to as "true-up"). For more information on enrollment, please see the FAQs on our website at [SDCommunityPower.org](http://SDCommunityPower.org).

# Net Energy Metering Enrollment Notice #1



Say hello to a cleaner power provider who reinvests in our community.

Coming Soon

San Diego Community Power (SDCP) is a local electricity provider that will serve your community by bringing you cleaner energy.

Visit us at [SDCommunityPower.org](https://SDCommunityPower.org)

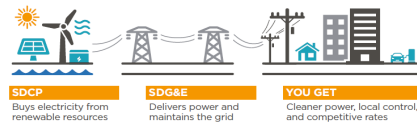
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**PAID**  
San Diego, CA  
Permit No. 2256



ENR1\_P\_NU\_NEM



## How It Works



Following the completion of your relevant period (commonly referred to as your "annual true up"), San Diego Community Power will become your new electric generation service provider – meaning we will purchase renewable power, like solar and wind, and provide it to you at competitive rates when you pull more from the grid than you generate. You will be automatically enrolled into our service unless you opt out. When you are automatically enrolled into our service, you'll receive our standard service offering, **PowerOn**, which provides 50% renewable energy and is priced competitively to what you are currently paying with San Diego Gas & Electric (SDG&E). You can always choose to return to SDG&E service, but you'll be missing out on some important benefits. With SDCP, you're empowered to choose a cleaner future.

Note: All NEM accounts will enroll at their annual true up date. Accounts without solar will begin enrollment in April 2023. For more information on enrollment, please see the FAQs on our website at [SDCommunityPower.org](https://SDCommunityPower.org).

## Terms & Conditions of Service

San Diego Community Power electric generation rates are managed with the intention of providing cleaner electricity at competitive rates. Any changes to SDCP rates will be adopted at duly noticed public hearings of the San Diego Community Power Board of Directors. Changes to SDG&E or SDCP rates will impact cost comparisons between SDCP and SDG&E.

All SDG&E and SDCP customers pay a monthly Power Charge Indifference Adjustment (PCIA) and Franchise Fee Surcharge. SDCP has already accounted for these after-market charges in calculating rates. View SDCP rates and SDG&E cost comparisons on our website.

**ENROLLMENT:** SDCP is the default electricity service provider for the cities of Chula Vista, Encinitas, Imperial Beach, La Mesa, National City, San Diego, and the Unincorporated County of San Diego. You will be automatically enrolled in SDCP services unless you opt out at least five business days before your meter read date during the enrollment month. Accounts will be automatically enrolled in SDCP's PowerOn on your regularly scheduled meter read on or after the first day of the enrollment month. You may choose to opt up to Power100, which provides 100% renewable energy service at a slight premium.

**BILLING:** You will receive a single monthly bill from SDG&E that includes SDCP's electric generation charges. SDCP's electric generation charge replaces SDG&E's electric generation charge. SDCP's charge is not a duplicate charge or extra fee. SDG&E will continue to charge you for electric delivery services. If you opt out of SDCP, SDG&E will resume charging you for electric generation.

For complete Terms and Conditions of Service, please visit [SDCommunityPower.org](https://SDCommunityPower.org) or call SDCP at 1-888-382-0169.

## Benefits that you can expect from San Diego Community Power:

- Competitively priced, cleaner, renewable power
- Energy programs tailored to meet the needs of San Diegans
- Local control by local representatives who prioritize people and our communities
- Reinvestment of revenues into the communities we serve
- Support of local job creation and development of local renewable energy projects

As a customer with onsite generation, you will be automatically enrolled into our Net Energy Metering (NEM) program that functions almost identically to that of SDG&E's but with a few key differences that make our program better!

- Same rate schedules and accrual of credits
- Monthly billing to reduce a large annual true-up bill, with an option to remain on an annual billing schedule if you prefer
- Premium Net Surplus Compensation for customers that generate extra electricity every year
- Automatic checks to customers that have a compensation amount over \$100, up to \$2,500
- Carry over of compensation credits if less than \$100

To learn more about SDCP and our benefits, change your service level, or to opt out, visit: [www.SDCommunityPower.org](https://www.SDCommunityPower.org) or call 1-888-382-0169.

Para obtener más información sobre SDCP y nuestros beneficios, cambiar su nivel de servicio o optar por no participar, visite: [www.SDCommunityPower.org](https://www.SDCommunityPower.org) o llame al 1-888-382-0169.

Upang matuto nang higit pa tungkol sa SDCP at sa aming mga benepisyo, baguhin ang antas ng iyong serbisyo, o mag-opt out, bisitahin ang: [www.SDCommunityPower.org](https://www.SDCommunityPower.org) o tumawag sa 1-888-382-0169.

## B) Customer Participation Tracking

Staff and Calpine have worked together to create a reporting summary of customer actions to opt out of SDCP service, opt up to Power100, or opt down from Power100 to PowerOn. The below charts summarize these actions accordingly as of January 8<sup>th</sup>, 2023:

### I. Opt Outs

Opt Outs by Jurisdiction	2021	2022	2023	Total
City of San Diego	1,077	19,278	158	20,513
City of Chula Vista	266	3,472	35	3,773
City of Encinitas	66	1,886	9	1,961
City of La Mesa	85	1,272	12	1,369
City of Imperial Beach	32	345	1	378
<b>Total</b>	<b>1,526</b>	<b>26,253</b>	<b>215</b>	<b>27,994</b>

Opt Outs by Class Code	2021	2022	2023	Total
Residential	36	25,717	212	25,965
Commercial/Industrial	1,490	536	3	2,029
<b>Total</b>	<b>1,526</b>	<b>26,253</b>	<b>215</b>	<b>27,994</b>

Opt Outs by Reason	2021	2022	2023	Total
Rate or cost concerns	239	7,754	102	8,095
Dislike being automatically enrolled	203	7,214	51	7,468
Decline to provide	227	3,596	13	3,836
Other	818	2,653	10	3,481
Existing relationship with the utility	2	2,394	16	2,412
Concerns about government-run power agency	24	1,496	4	1,524
Service or billing concerns	6	724	19	749
Renewable energy reliability concerns	7	292		299
Concerns about lack of equivalent CCA programs		132		132
<b>Total</b>	<b>1,526</b>	<b>26,253</b>	<b>215</b>	<b>27,994</b>

Opt Outs by Method	2021	2022	2023	Total
Web	327	14,353	120	14,800
Customer Service Rep (CSR)	1,098	7,002	61	8,161
Interactive Voice Response (IVR)	101	4,899	34	5,034
<b>Total</b>	<b>1,526</b>	<b>26,253</b>	<b>215</b>	<b>27,994</b>



## II. Opt Ups to Power100

Opt Ups by Jurisdiction	2021	2022	2023	Total
City of San Diego	3,163	2,868	18	6,042
City of Chula Vista	701	168		869
City of La Mesa	148	118		266
City of Imperial Beach	60	29		89
City of Encinitas	18	1		19
<b>Total</b>	<b>4,090</b>	<b>3,184</b>	<b>18</b>	<b>7,285</b>

Opt Ups by Class Code	2021	2022	2023	Total
Commercial/Industrial	4,087	290	6	4,376
Residential	3	2,895	12	2,910
<b>Total</b>	<b>4,090</b>	<b>3,184</b>	<b>18</b>	<b>7,285</b>

Opt Ups by Method	2021	2022	2023	Total
Customer Service Rep (CSR)	4,059	1,369	2	5,423
Web	27	1,738	16	1,781
Interactive Voice Response (IVR)	4	81		85
<b>Total</b>	<b>4,090</b>	<b>3,184</b>	<b>18</b>	<b>7,285</b>

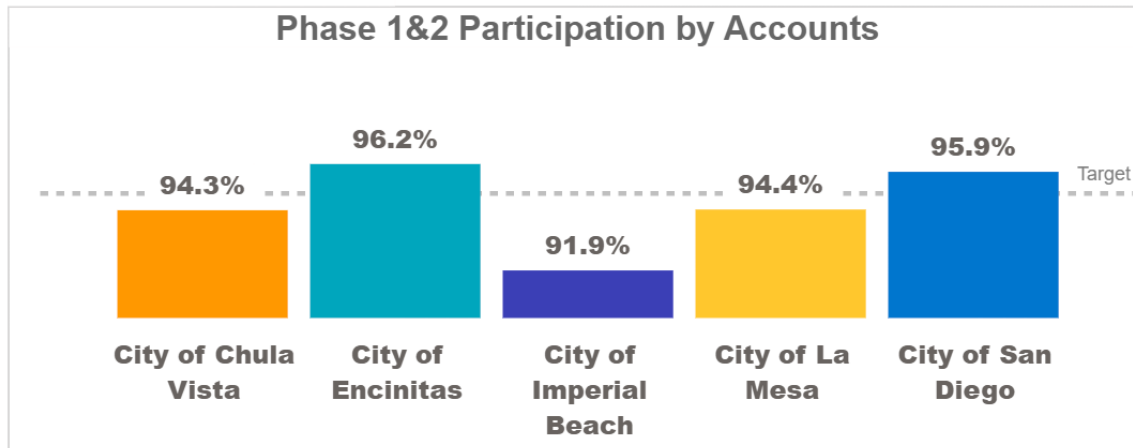
## III. Opt Downs from Power100

Opt Downs by Jurisdiction	2021	2022	2023	Total
City of Encinitas	35	425	1	461
City of San Diego		26	1	27
City of La Mesa		2		2
City of Chula Vista		1		1
City of Imperial Beach		1		1
<b>Total</b>	<b>35</b>	<b>455</b>	<b>2</b>	<b>492</b>

Opt Downs by Class Code	2021	2022	2023	Total
Residential		433	2	435
Commercial/Industrial	35	22		57
<b>Total</b>	<b>35</b>	<b>455</b>	<b>2</b>	<b>492</b>

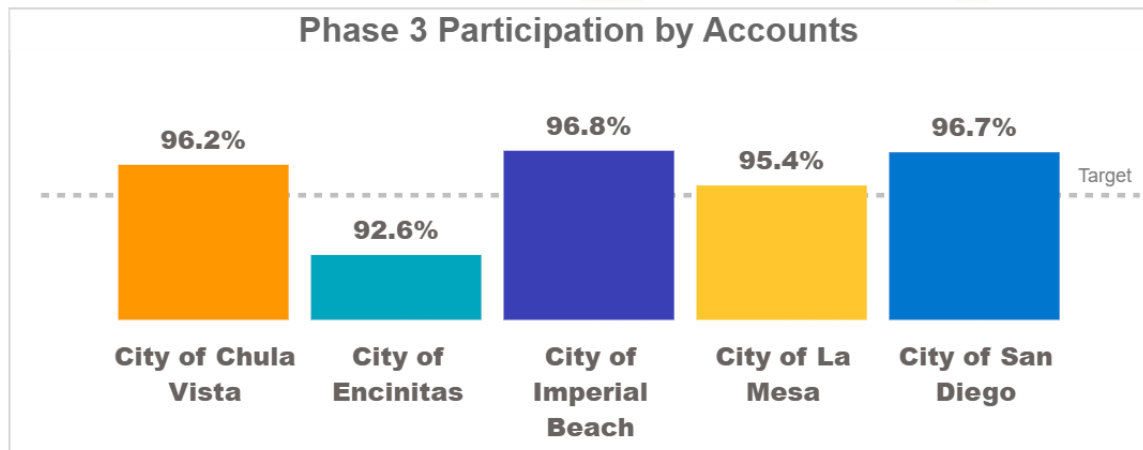
Opt Downs by Method	2021	2022	2023	Total
Customer Service Rep (CSR)	31	305		336
Web		124	2	126
Interactive Voice Response (IVR)	4	26		30
<b>Total</b>	<b>35</b>	<b>455</b>	<b>2</b>	<b>492</b>

#### IV. Participation Rate



Town or Territory	Active	Eligible	Total Opt Outs	Participation Rate by Accounts
City of Chula Vista	7,682	8,144	462	94.3%
City of Encinitas	3,149	3,274	125	96.2%
City of Imperial Beach	534	581	47	91.9%
City of La Mesa	2,709	2,871	162	94.4%
City of San Diego	57,320	59,790	2,470	95.9%
<b>Total</b>	<b>71,394</b>	<b>74,660</b>	<b>3,266</b>	<b>95.6%</b>

For Phase 3, the true participation rate is now being computed similar to Phase 1 and 2 given that mass enrollment of Net Energy Metering (NEM) customers with a true up month of January is currently on-going which will complete the mass enrollment for this pertinent phase.



Town or Territory	Active	Eligible	Total Opt Outs	Participation Rate by Accounts
City of Chula Vista	84,432	87,746	3,314	96.2%
City of Encinitas	22,957	24,790	1,833	92.6%
City of Imperial Beach	9,971	10,302	331	96.8%
City of La Mesa	24,993	26,200	1,207	95.4%
City of San Diego	532,927	550,975	18,048	96.7%
<b>Total</b>	<b>675,280</b>	<b>700,013</b>	<b>24,733</b>	<b>96.5%</b>

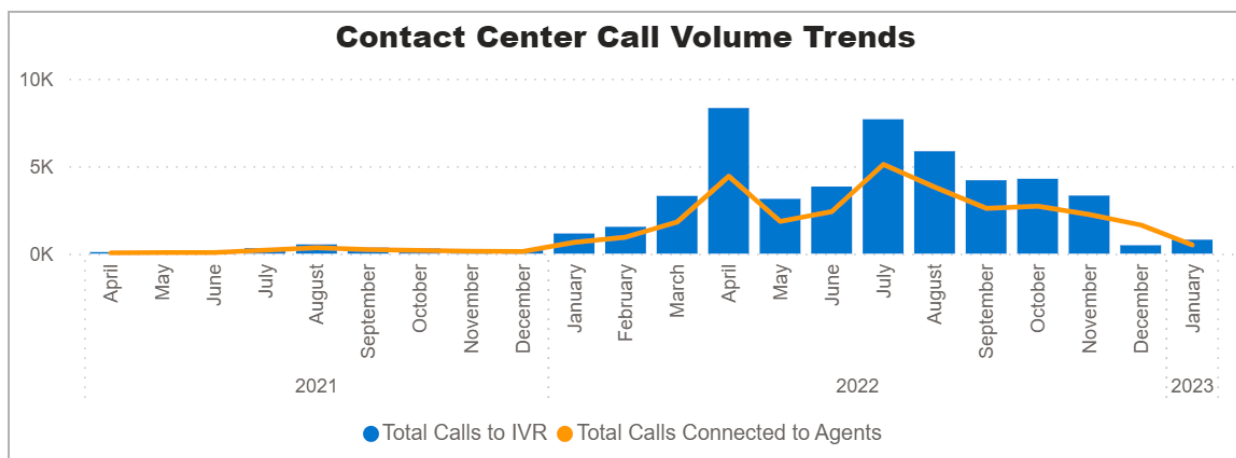
### C) Contact Center Metrics

Call volumes in the month of December were approximately 85% lower than November. We believe the reason for this drastic reduction in call volumes is directly tied to the festive holiday season.

The chart below summarizes contact made by customers into our Contact Center broken down by month through January 8<sup>th</sup>, 2023:

#### Interactive Voice Response (IVR) and Service Level Agreement (SLA) Metrics

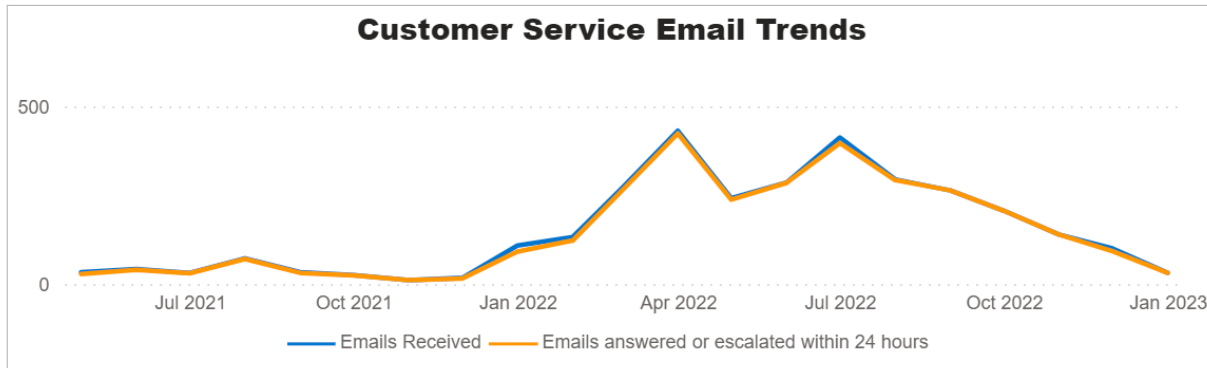
	CY 2021	CY 2022	CY 2023 - Jan MTD	Grand Total
Total Calls to IVR	2,289	47,118	802	50,209
Total Calls Connected to Agents	1,401	30,174	505	32,080
Average Seconds to Answer	0:00:20	0:00:11	0:00:06	0:00:14
Average Call Duration	0:08:27	0:09:49	0:09:16	0:09:14
Calls Answered within 60 Seconds (75% SLA)	96.23%	95.50%	97.63%	95.89%
Abandon Rate	0.57%	0.36%	0.39%	0.45%



Similar to other mass enrollments in other CCAs' service territories, we are anticipating the trend of our customers calling into our Contact Center's Interactive Voice Response (IVR) system tree and being able to self-serve their opt actions using the recorded prompts as well as utilizing our website for processing opt actions to continue accounting for over 65% of all instances. The remaining portion of customer calls are connected to our Customer Service Representatives to answer additional questions, assist with account support, or submit opt actions.

### Email Details

	2021	2022	2023	Grand Total
Emails Received	272	2,894	32	3,198
Emails answered or escalated within 24 hours	257	2,821	32	3,110
Completion %	94%	97%	100%	97%



As of this latest reporting month, we still have a total of 13 Dedicated Customer Service Representatives staffed at our Contact Center and 2 Supervisors. Our robust Quality Assurance (QA) procedures are firmly in place to ensure that our customers are getting a world-class customer experience when they contact us.

### COMMITTEE REVIEW

N/A

### FISCAL IMPACT

N/A

### ATTACHMENTS

N/A







## SAN DIEGO COMMUNITY POWER Staff Report – Item 4

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To: San Diego Community Power Board of Directors  
From: Jen Lebron, Director of Public Affairs  
Via: Karin Burns, Chief Executive Officer  
Subject: Marketing and Public Relations Update  
Date: January 23, 2023

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### RECOMMENDATION

Receive and file update on Marketing and Public Relations activities for San Diego Community Power.

### BACKGROUND

San Diego Community Power (SDCP) has engaged in a variety of public relations, marketing, and community outreach activities to drive awareness, spark engagement, and minimize opt-outs.

### ANALYSIS AND DISCUSSION

SDCP has increased its focus on community engagement as it develops its Community Power Plan, which will be a roadmap for the selection, development, and investment of local programs based on community needs and gaps in program offerings.

#### *Public Engagement Events*

SDCP participated in the following outreach events:

January 8, 2023 – Cyclovia Bike Event, Encinitas

January 22, 2023 – Kimball Park Outreach, National City

January 25, 2023 – North SD Chamber Business Summit

January 29, 2023 – LUNG FORCE Walk, Liberty Station

February 4, 2023 – North Park's Art Produce Gallery Collaboration

February 9, 2023 – San Diego Chamber of Commerce 152nd Anniversary Celebration

#### *Communications and Outreach Strategy*

SDCP is in regular communication with regional media in the spirit of transparency and openness for Phase 4 Enrollment for the unincorporated areas of San Diego County and National City.

SDCP and Civilian, its marketing and communications contractor, are working together to develop a high-impact campaign that will include multiple mailers sent directly to customers, targeted marketing in local publications, advertising on billboards in high-traffic areas and sending members of its staff to outreach events.

We have developed and updated our communications and outreach strategies for the onboarding of new board members, as well as updated our pre & post enrollment notices for clarity and talking points for our customer care agents regarding rates.

#### **COMMITTEE REVIEW**

N/A

#### **FISCAL IMPACT**

N/A

#### **ATTACHMENTS**

N/A





## SAN DIEGO COMMUNITY POWER Staff Report – Item 5

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To: San Diego Community Power Board of Directors  
From: Victoria Abrenica, Public Outreach Associate  
Via: Karin Burns, Chief Executive Officer  
Subject: Receive and File Community Advisory Committee (CAC) Monthly Report  
Date: January 23, 2023

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### RECOMMENDATION

Receive and file CAC monthly report.

### BACKGROUND

According to Section 5.10.3 of the SDCP Joint Powers Authority (JPA) Agreement:

The Board shall establish a Community Advisory Committee comprised of non-Board members. The primary purpose of the Community Advisory Committee shall be to advise the Board of Directors and provide for a venue for ongoing citizen support and engagement in the strategic direction, goals, and programs of the Authority.

At the direction of the CEO, the CAC provides quarterly presentations to the Board of Directors in the regular agenda, and monthly reports in the consent agenda.

### ANALYSIS AND DISCUSSION

At the January 13, 2023, meeting of the CAC, several items took place.

1. The committee Received an Update on the Community Power Plan.
2. The CAC Received an Update on SDCP's Community Clean Energy Innovation Grants.
3. The group Discussed SDCP's Rate Setting Process.
4. Staff provided updates to the CAC on the recent public relations and back-office operations.



The CAC still has two openings available to represent the city of Imperial Beach and unincorporated San Diego County. Members of the public must be residents and/or business owners of the respective jurisdictions and may submit their applications [here](#).

**COMMITTEE REVIEW**

N/A

**FISCAL IMPACT**

N/A

**ATTACHMENTS**

N/A





## SAN DIEGO COMMUNITY POWER Staff Report – Item 6

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To: San Diego Community Power Board of Directors  
From: Laura Fernandez, Director of Regulatory & Legislative Affairs  
Via: Karin Burns, Chief Executive Officer  
Subject: Update on Regulatory and Legislative Affairs  
Date: January 23, 2023

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### RECOMMENDATIONS

Receive and file update on regulatory and legislative affairs.

### BACKGROUND

Staff will provide regular updates to the Board of Directors regarding SDCP's regulatory and legislative engagement.

### ANALYSIS AND DISCUSSION

#### A) Regulatory Updates

##### **2022 Renewables Portfolio Standard (RPS) Procurement Plan**

###### *Background*

The California Renewables Portfolio Standard ("RPS") program was established in 2002 requiring a target percentage of electricity retail sales be served by eligible renewable energy resources. The RPS program has subsequently been updated several times to accelerate targets and expand the scope of the program. Currently, Senate Bill 350 (de León, 2015) requires 65% of RPS procurement to be derived from long-term contracts of 10 or more years and Senate Bill 100 (de León, 2018) increased the RPS to 60% by 2030 and requires all the state's electricity to come from carbon-free resources by 2045.

The California Public Utilities Commission ("CPUC") implements and administers RPS compliance rules for California's retail sellers of electricity, which include large and small investor-owned utilities ("IOU"), electric service providers ("ESP") and community choice aggregators ("CCA"). This oversight includes annual updates to RPS Procurement Plans by each retail seller, which describe the planning process and procurement efforts that have been undertaken to achieve compliance with California's RPS.

### *SDCP's 2022 RPS Procurement Plan Update*

On April 11, 2022, the CPUC issued a [Ruling](#) in the current RPS Rulemaking, [R.18-07-003](#), establishing the filing requirements and schedule for the 2022 RPS Procurement Plans. In accordance with the Ruling, SDCP filed its [Updated Draft 2022 RPS Procurement Plan](#) with the CPUC on July 1, 2022. On December 19, 2022, the CPUC issued a [Decision](#) directing individual load serving entities to address issues identified within their Updated Drafts. As such, SDCP made the appropriate revisions and filed its Final 2022 Renewables Portfolio Standard Procurement Plan on January 18, 2023.

### **Provider of Last Resort Update**

#### *Background*

On March 25, 2021, the CPUC opened a rulemaking, [R. 21-03-011](#), to implement Senate Bill 520 and address other matters related to the provider of last resort ("POLR"), which is the entity responsible for providing uninterrupted electric service in the event that a load serving entity, such as a CCA, fails. Currently, each IOU is the POLR in its service area and, as such, the rulemaking includes two phases. Phase 1 is designed to address gaps and processes necessary for IOUs to act as POLR to ensure continuity of service and the continued advancement of the state's GHG goals. Phase 2 will determine the requirements to enable an alternate entity to the utility to serve as the POLR.

SDCP has been actively engaged in Phase 1 of the proceeding, both as a Party and through its trade association, CalCCA (see regulatory and legislative staff reports to the Board of Directors for meetings held [May 2021](#), page 73, and [April 2022](#), page 78).

#### *CPUC Energy Division Staff Proposal for Phase 1 Issues*

On January 6, 2023 the CPUC issued a [Ruling](#) and [Staff Proposal](#) in the POLR proceeding addressing the timing of customer return and POLR service, contract assignability, financial monitoring, Financial Security Requirement ("FSR") affordability, true-ups of re-entry fees, and the deregistration process. The Ruling outlines the following near-term next steps:

- January 26, 2023: Workshop on Energy Division Staff Proposal
- March 7, 2023: Workshop on Example FSR Calculations
- March 21, 2023: Opening Comments on Energy Division Staff Proposal and Example FSR Calculations
- April 7, 2023: Reply Comments on Energy Division Staff Proposal and Example FSR Calculations

SDCP staff are working with CalCCA to analyze the details of the staff proposal and develop positions on the various issues addressed.



## **B) Legislative Update**

### **SDCP Contracts With HBS for Professional Federal Advocacy Services**

With the enactment of the Bipartisan Infrastructure Bill and the Inflation Reduction Act, which place emphasis on GHG and emissions reductions, accelerating the production of renewable energy and the modernizing of the electrical grid, SDCP expects quite a bit of activity both on oversight of implementation in Congress and continued agency implementation. In light of the unprecedented opportunity for local governments to secure critical federal funding to invest in infrastructure and to mitigate the impacts of climate change, SDCP signed a contract with Husch Blackwell Strategies (HBS) LLC to provide professional advocacy services at the Federal level.

The principals and associates at HBS have extensive experience in the representation of local governmental entities and non-profits. HBS provides a full scope of services designed to enhance SDCP's presence at the Federal level. HBS will communicate the needs and concerns of SDCP to relevant Administration officials and Members of Congress and monitor Congressional and Administration initiatives that affect SDCP.

SDCP staff believes this is an ideal time for SDCP to engage at the federal level and increase its visibility while pursuing federal funding where available.

#### **COMMITTEE REVIEW**

N/A

#### **FISCAL IMPACT**

The HBS monthly retainer is \$5,000 per month.

#### **ATTACHMENTS**

N/A







## SAN DIEGO COMMUNITY POWER Staff Report – Item 7

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To: San Diego Community Power Board of Directors

From: Karin Burns, Chief Executive Officer

Subject: Approval of Second Amendment to Professional Services Agreement with Futura Energy Group, LLC for Recruitment Services for up to \$305,000 for services in FY2023

Date: January 23, 2023

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### RECOMMENDATION

Approve the Second Amendment to Professional Services Agreement with Futura Energy Group, LLC to increase the Not-To-Exceed Amount to \$305,000 for FY23 and Authorize the CEO to Execute the Agreement.

### BACKGROUND

On June 23, 2022, the San Diego Community Power (SDCP) Board of Directors (Board) approved the FY 2023 Operating Budget which included a \$7.95 million personnel budget and the addition of 21 employees for a total of 40 employees.

On June 28, 2022, given the volume of positions to fill and need to find well-qualified candidates for very skilled positions, the Chief Executive Officer, through the SDCP Procurement Policy and Delegated Contract Authority Policy, authorized an Agreement with Futura Energy Group, LLC to provide recruiting services with a not-to-exceed amount of \$122,000 for an initial set of positions. This cost was included in the SDCP's budget for FY2023. Futura Energy Group, LLC has extensive experience in recruiting in the energy space.

Then, on July 28, 2022, the Board approved an amendment to the Agreement to increase the not-to-exceed amount to \$235,000 for FY 2023 to include continued and increased efforts by Futura Energy Group, LLC for difficult or highly skilled positions up to a total of 12 positions (see original amended contract).

Subsequently, on August 24, 2022, the Board received and filed a report on SDCP's updated staffing plan and organizational structure which incorporated feedback from strategic planning and updated SDCP's hiring plan in FY 2023, all within the approved FY 2023 budget.



Due to some changes and/or additions to the hiring plan and seniority level of new hires since that time, in order to complete the hiring of the remaining 3 positions we need to increase the contract amount by \$24,000. To date, 10 of the 12 positions have been filled, and 3 are currently in process.

Due to the success that we have had working with Futura and our continuing need to hire additional staff per the budget through FYE 2023, we would like to request an additional amount above and beyond the \$24,000 in the amount of \$46,000 for a total revised NTE of \$305,000 for up to 2 additional recruited positions, as/if needed.

## **ANALYSIS AND DISCUSSION**

Staff recommends a second amendment to the Agreement to increase the not-to-exceed amount by \$70,000 to \$305,000 for FY23.

The initial Agreement included the recruitment of five (5) staff while the second amendment increases the recruitment to twelve (12) staff at different levels as shown in Exhibit B. The second amendment does not change the previously paid retainer of \$40,000, and results in the completion of the final 2 staff from the first amendment with an option to recruit an additional 2 mid-level positions as/if needed.

To date, Futura Energy Group has completed successful recruitments for the following positions:

1. Senior Contracts Manager (Kenny Key)
2. Financial Analyst (Christopher Do)
3. Program Associate (Alyson Scurlock)
4. Portfolio Manager (Asikeh Kanu)
5. Senior Settlements Manager (Tacko Diaite-Koumba)
6. Director of Public Affairs (Jen Lebron)
7. Director of People (Chandra Pugh)
8. Senior Portfolio Manager (Andrea Torres)
9. Portfolio Manager (Karlee Mink)

The FY23 budget, which was presented to the Board for approval at the June 2022 meeting, has \$1,111,000 budgeted in the Other Services budget level 3 category and includes full funding for the Amendment.

## **FISCAL IMPACT**

Cost of this action includes a total amount not to exceed \$259,000 through June 30, 2023. The full amount of this \$24,000 increase is included in the FY23 Professional Services budget under Other Services.

## **ATTACHMENTS**

Attachment A: Futura Energy Group, LLC Contract Amendment



## SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN SAN DIEGO COMMUNITY POWER AND FUTURA ENERGY GROUP LLC

THIS SECOND AMENDMENT (“**Amendment**”) is entered into effective as of January 23, 2023 (“**Amendment Effective Date**”), by and between SAN DIEGO COMMUNITY POWER, a California joint powers authority (“**SDCP**”) and FUTURA ENERGY GROUP, LLC, a Texas limited liability company (“**Consultant**”). SDCP and Consultant are sometimes individually referred to herein as the “**Party**” and collectively as the “**Parties**.”

### RECITALS

**WHEREAS**, the Parties entered into that certain Professional Services Agreement between SDCP and Consultant dated June 28, 2022 (“**Agreement**”);

**WHEREAS**, the Parties amended the Agreement between San Diego Community Power and Futura Energy Group, LLC, dated July 28, 2022 (the “**First Amendment**”) to increase the not-to-exceed amount payable by SDCP to Consultant for Consultant’s services to a total not-to-exceed amount of \$235,000 under the Agreement;

**WHEREAS**, pursuant to the Agreement, Consultant provides recruiting and new hire salary survey services; and

**WHEREAS**, the Parties desire to amend the Agreement to increase the maximum reimbursement amount payable to Consultant for its services.

### AGREEMENT

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, the Parties agree to the following terms and conditions:

1. **Second Amendment to the Agreement.** The Parties hereby agree to amend Professional Service Agreement as follows:
  - a. Section 3.1. Section 3.1 of the Agreement is amended to increase the not-to-exceed amount payable by the Authority to Consultant for Consultant’s services to Three Hundred Five Thousand Dollars (\$305,000).
  - b. Exhibit B. Exhibit B is amended to add additional compensation for recruitment services.
2. **Capitalized Terms.** Any capitalized terms not defined herein shall have the meanings set forth in the Agreement.
3. **Counterparts.** This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

4. **Full Force.** Except as expressly set forth herein, the Agreement shall remain unmodified and in full force and effect.

**IN WITNESS WHEREOF**, the Parties have executed this Second Amendment to the Professional Services Agreement between San Diego Community Power and Futura Energy Group, Inc. as of the date first set forth above.

**SAN DIEGO COMMUNITY POWER, a  
California joint powers authority**

**FUTURA ENERGY GROUP, INC., a  
Texas limited liability company**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
General Counsel

**EXHIBIT B**  
**COMPENSATION**

**Additional Recruitment Services**

- \$40,000 total retainer, paid monthly in equal installments of \$10,000 over the period of July, August, September, and October 2022, then:
  1. \$12,000 to be invoiced upon completion of a Senior Contracts Manager position
  2. \$15,000 to be invoiced upon completion of a Financial Analyst position
  3. \$12,000 to be invoiced upon completion of a Program Associate position
  4. \$12,000 to be invoiced upon completion of a Senior Portfolio Manager position
  5. \$12,000 to be invoiced upon completion of a Portfolio Manager position
  6. \$22,000 to be invoiced upon completion of a Portfolio Manager
  7. \$22,000 to be invoiced upon completion of a Senior Settlements Manager position
  8. \$22,000 to be invoiced upon completion of a Director of External/Public Affairs/Marketing position
  9. \$22,000 to be invoiced upon completion of a Local Area DER Developer position
  10. \$23,000 to be invoiced upon completion of a Director of People
  11. \$30,000 to be invoiced upon completion of a Sr. Director/COO of Operations (\$20,000 is the position is a referral)
  12. \$15,000 to be invoiced upon completion of a Senior Marketing Manager (\$23,000 if the Sr. Director/COO of Operations is invoiced at \$20,000)
  13. \$46,000 for two additional positions (if needed)



## SAN DIEGO COMMUNITY POWER Staff Report – Item 8

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To: San Diego Community Power Board of Directors  
From: Ryan Baron, General Counsel  
Subject: Election of Chair and Vice Chair for Calendar Year 2023  
Date: January 23, 2023

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### RECOMMENDATION

Elect a Chair and Vice Chair for Calendar Year 2023

### BACKGROUND

Section 5.2 of SDCP's Joint Powers Agreement ("JPA Agreement") provides that the Board of Directors will annually elect a Chair and Vice Chair from among its members, which is required to be conducted at the first meeting of the calendar year.

The Chair and Vice Chair positions are currently vacant as the prior officers are no longer serving on the governing bodies of their respective member agencies. In November 2022, the SDCP Board approved Director Joe LaCava (City of San Diego) as the Presiding Officer for the December 2022 and January 2023 meetings until the Board elects a new Chair and Vice Chair.

Under the JPA Agreement, the elected Chair and Vice Chair will serve for one year or until a successor is elected. There is no limit on the number of terms the Chair or Vice Chair may serve.

### FISCAL IMPACT

None

### ATTACHMENTS

None



## SAN DIEGO COMMUNITY POWER Staff Report – Item 9

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To: San Diego Community Power Board of Directors

From: Eric W. Washington, Chief Financial Officer

Via: Karin Burns, Chief Executive Officer

Subject: Appointment of Members to the Finance and Risk Management Committee

Date: January 23, 2023

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### RECOMMENDATION

Staff recommends that the Board of Directors consider the appointment of Members to the Finance and Risk Management Committee.

### BACKGROUND

The Finance and Risk Management Committee (FRMC) is a standing committee of the San Diego Community Power (SDCP) Board of Directors (Board), whose purpose, as stated in section 5.10.2 of SDCP's Joint Power Agreement, is to provide input and oversight on matters related to the agency's funding plan, its fiscal year budgets, financial policies and procedures, risk management policies and procedures, and other responsibilities as may be directed by the Board.

Under Article VIII, section 2 of SDCP's Bylaws, the Board Chair (Chair) nominates members to standing committees, subject to approval by majority vote by the Board. If the Board fails to approve the Chair's nominations to a Standing Committee, the Board may entertain a motion for the appointment of the committee members. The Bylaws also expressly provide that Alternate Directors may serve on and chair committees.

On January 30, 2020, the Board established the FRMC and appointed Directors Mark West and Bill Baber to serve as the primary members until December 2020. Director Baber was appointed with the understanding that his Alternate Director, Greg Humora, would represent La Mesa at the FRMC. The Board also approved the expansion of the scope of the FRMC to include energy risk management. On December 17, 2020, Directors Serge Dedina and Bill Baber were subsequently appointed to serve on the FRMC Committee.

On January 20, 2022, due to the expansion of the SDCP Board to seven directors, SDCP added an additional committee member to the FRMC and appointed Director Joe LaCava.

Finally, on November 17, 2022, SDCP Resolution No. 2022-14 honored the service of Director Serge Dedina and SDCP Resolution No. 2022-16 honored the service of Director Bill Baber whose terms on SDCP's Board would end with SDCP.

### **ANALYSIS AND DISCUSSION**

Given the recent turnover in the SDCP Board, there are currently two vacancies on the FRMC, and new FRMC committee members need to be appointed to serve on the FRMC to establish a quorum.

During the January 23, 2023 Board meeting, the Board is expected to elect a new Board Chair and Vice Chair for calendar year 2023. Subsequently, after the election, the new Board Chair may nominate new members to the FRMC as a standing committee. The nominees will then be subject to approval by majority vote by the Board.

### **COMMITTEE REVIEW**

N/A

### **FISCAL IMPACT**

N/A

### **ATTACHMENTS**

N/A





## SAN DIEGO COMMUNITY POWER Staff Report – Item 10

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To: San Diego Community Power Board of Directors

From: Lucas Utouh, Director of Data Analytics and Account Services  
Tim Manglicmot, Finance Manager  
John Dalessi, Pacific Energy Advisors, Inc

Via: Karin Burns, Chief Executive Officer

Subject: Review and Approval of 2023 Rates

Date: January 23, 2023

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### RECOMMENDATION

Review and approve one of the two rate adjustment options contained in Attachment A to go into effect on Feb. 1, 2023. The options feature rates that are 3% or 5% less expensive than San Diego Gas & Electric's electricity commodity rates that are effective as of Jan. 1, 2023.

### BACKGROUND

Prior to San Diego Community Power's (SDCP) launch and initial enrollment of customers in March 2021, customers received bundled electric service (both generation and delivery) from SDG&E under a wide variety of rate schedules. When customers transition into SDCP service, they become "un-bundled" – effectively splitting their charges between SDG&E for transmission/delivery services, and SDCP for generation services while still receiving one single, consolidated bill. To make it easier for customers to understand their bills and compare to SDG&E costs, SDCP mirrors the SDG&E rate schedule structure, including time-of-use periods

SDCP has always aimed to provide electricity to its customers at competitive rates and simplify the rate adjustment process by making changes only once a year. From June 2021 through January 2022, SDCP's rates provided a 1% generation savings relative to SDG&E for customers, offering competitively priced, cleaner, renewable power. SDCP adjusted rates in February 2022 concurrent with the commencement of our largest enrollment of residential customers. The SDCP Board of Directors voted to enhance the generation savings from 1% to 2% relative to SDG&E.

In contrast, SDG&E has made multiple adjustments to their rates. SDG&E adjusted their rates in June 2021, November 2021, January 2022, June 2022 and most recently on Jan. 1, 2023. The latest rate change is largely driven by significantly higher power procurement costs affecting all market participants – including SDCP. Rising global energy costs



necessitates an adjustment to SDCP rates to ensure SDCP's fiscal sustainability goals and prudent reserve targets are met.

Per SDCP's Financial Reserves Policy adopted by the Board of Directors in June 2021, SDCP will allocate up to 15% of gross revenue annually toward building an Operating/Working Capital Reserve equivalent to 90 days of total operating expenses (including power supply expenses) to be held as unrestricted cash. In June 2022, the Board further adopted strategic goals which included a plan to obtain an investment grade credit rating by Nov. 2025, to increase reserves to \$175 million (the equivalent to 90 days of total operating expenses at the time) by October 2023, to increase reserves to \$360 million (the equivalent to 180 days of total operating expenses) by October 2025, and to develop a rate stabilization reserve of \$70 million to mitigate power cost fluctuations and economic downturns. These reserves are critical to SDCP's ability to earn a credit rating that will allow it to purchase power at relatively lower costs within the next one to two years, to moderate rate fluctuations for its rate payers, and to provide adequate contingencies to mitigate power supply shocks and economic downturns.

Understanding the broad economic pressures San Diego County residents and businesses face in 2023, and the need to remain cost competitive with SDG&E, SDCP staff have analyzed multiple rate scenarios. SDCP staff recommends the Board of Directors choose between two options that invest in our customers while taking a fiscally responsible approach that ensures long-term viability of SDCP to serve our community and create competition in the local energy market, while also offering energy programs tailored to meet the needs of San Diegans.

Staff analysis concluded that a rate adjustment that provides savings between 3% and a maximum of 5% relative to SDG&E's rates creates an opportunity to build SDCP's reserves to industry standard levels. In particular, this range allows SDCP to achieve its strategic goal of having 180-days cash on hand that will further allow SDCP to earn a credit rating, which creates an environment that can help bring down electricity rates for customers in the long term while also protecting the long-term solvency of SDCP. The 3% to maximum 5% discount also provides much-needed relief for customers who already face significant increases due to SDG&E's transmission, delivery, and natural gas charges.

The Board of Directors' review and approval of a rate adjustment in this range would be consistent with good ratemaking practices. The new rates must, at a minimum, meet SDCP's annual revenue requirements, including the need for any reserves or coverage requirements set forth in policy and/or loan covenants, as well as debt service to operate a viable organization, as required in our Financial Reserves Policy.



## ANALYSIS AND DISCUSSION

### SDCP 2023 Rate Setting Mechanics

SDCP utilized its latest financial projections through its January 2023 Proforma benchmark for rate-setting analysis purposes, meaning that the proposed rates were designed to recover revenue consistent with estimated FY 2023 sales and expenditures. The proposed rates were carefully designed to yield revenues sufficient to collect SDCP's projected increased annual power supply costs and pay for other operating costs, debt service costs, and a planned reserve margin contribution that allows SDCP to achieve its 90-day cash on hand strategic goal within calendar year 2023 in either rate scenario. Additionally, both rate adjustment options allow SDCP to achieve its 180-day cash on hand and reserve stabilization strategic goals in the longer term – goals that cannot be achieved with further rate discounts.

Critically, these two rate options were designed to aid in the accrual of reserves. These reserves will give SDCP the ability to better stabilize its rates for customers if unplanned events, such as 2022's unprecedented heat wave, cause procurement costs to spike. The below chart summarizes a Proforma analysis associated with the proposed rates effective as of 2/1/2023:

<b>Reserves (Cumulative Net Surplus), \$M</b>	<b>FY22</b>	<b>FY23</b>	<b>FY24</b>	<b>FY25</b>	<b>FY26</b>
Scenario 1: -3% Discount	42.5	203.7	513.6	577.5	658.6
Scenario 2: -5% Discount	42.5	193.9	474.3	513.4	568.9
<b>90-Day Reserve Target</b>	<b>81.8</b>	<b>192.2</b>	<b>243.5</b>	<b>251.0</b>	<b>256.5</b>
<b>180-Day Reserve Target</b>	<b>163.6</b>	<b>384.3</b>	<b>487.1</b>	<b>502.0</b>	<b>513.0</b>
<b>180-Day + Rate Stabilization Reserve</b>	<b>233.6</b>	<b>454.3</b>	<b>557.1</b>	<b>572.0</b>	<b>583.0</b>

### Recommended Adjustment and Increased Value Proposition Compared to SDG&E.

The two rate adjustment options before the Board would enhance SDCP's value proposition to either a 3% or 5% electricity generation savings compared to SDG&E, provide reserves that allow SDCP to achieve its 90-day reserve target in 2023, and create projected revenues of \$929.8 million at a 3% value proposition or \$920.0 million at a 5% value proposition for the remainder of FY 2023. These two rate options consider projected operating costs based on contracts SDCP has executed to date and the projected material increase in costs of procuring energy and other wholesale services needed to supply SDCP's customers with a default resource mix of 50% renewable energy and an additional 5% greenhouse gas-free power in our PowerOn service, as well as our 100% renewable energy in our Power100 service.

The SDCP rates for PowerOn mirror SDG&E's rates in terms of rate schedules, time-of-use periods, as well as demand charges. This rate design approach is typical for Community Choice Aggregation (CCA) programs and has the advantages of ensuring ease of comparison for customers with SDG&E's billing process.



For customers enrolled in or electing the Power100 service, an additional charge of 0.0075 cents per kWh will still apply. This premium is based on the estimated incremental cost to SDCP of offering a 100% renewable energy product relative to the default PowerOn product. The SDCP Power100 service would add approximately 2% net impact to a customer's total electric bill (including SDCP generation charges and SDG&E delivery charges) at the 3% savings – an increased cost of approximately \$2.50 - \$5.00 more per month for the average resident depending on usage compared to the PowerOn product. Power100 rates would be approximately at parity with SDG&E's base service for the average customer at the 5% value proposition.

Similar to the observations made during our last rate setting cycle, there is a material difference between the Power Charge Indifference Adjustment (PCIA) from 2022 and 2023 associated with when customers transitioned from SDG&E's bundled service and into SDCP service. The PCIA is the above-market cost of power associated with SDG&E's portfolio that both SDG&E's bundled customers as well as SDCP customers who have departed SDG&E commodity service pay. A customer is assigned a PCIA "vintage" based on the year they depart service from SDG&E. The proposed rates will be trifurcated across our Phase 1 and 2 customers enrolled in 2021, Phase 3 customers enrolled in 2022 and Phase 4 customers in National City and County of San Diego enrolling this year. Consistent with our Board-approved Rate Development policy, this trifurcation will ensure a fair, equitable, and balanced rate structure across our customers with differing vintage years that maintains the intended cost savings for all customers.

## **Summary**

Overall, the two rate options in 2023 provide the following benefits for SDCP customers and the organization:

- Customer savings are increased to either 3% or 5% compared to SDG&E.
- At 5% savings, SDCP's 100% renewable and 100% carbon-free Power100 electricity service will be at parity on average with SDG&E's base product, which is composed of approximately 45% renewable content.
- Higher renewable content (base product: 54.9% with SDCP vs 44.5% with SDG&E as of the most recent Power Content Label in 2021).
- Contributions towards reserves that allow SDCP to achieve its 90-day cash on hand reserve target in 2023, which will provide financial stability.
- Prepares SDCP for expected and unexpected market and cost shifts in 2023 and beyond.
- Satisfies credit obligations.

## **COMMITTEE REVIEW**

N/A

## **FISCAL IMPACT**

Adoption of either a 3% or 5% discount in rates would yield projected revenues of \$929.8 million at 3% and \$920.0 million at 5% during the current fiscal year ending June 30, 2023



and are projected to provide reserves that allow SDCP to achieve its 90-day reserve target in 2023.

### **ATTACHMENTS**

Attachment A: SDCP Rates to go into effect on February 1, 2023 at 3% and 5% less expensive than San Diego Gas & Electric's electricity commodity rates effective as of Jan. 1, 2023#





Option 1 - 3% Less Expensive than San Diego Gas & Electric (SDG&E)

CCA Rate Name	Season	Charge Type	Time of Use Period	PowerOn (\$/kWh)	Power100 (\$/kWh)
DR	Summer	Generation - 2020 Vintage	Total	\$0.29549	+ \$0.0075
DR	Winter	Generation - 2020 Vintage	Total	\$0.12230	+ \$0.0075
DR-LI-MB	Summer	Generation - 2020 Vintage	Total	\$0.29549	+ \$0.0075
DR-LI-MB	Winter	Generation - 2020 Vintage	Total	\$0.12230	+ \$0.0075
E-LI-TOU	Summer	Generation - 2020 Vintage	Total	\$0.12411	+ \$0.0075
E-LI-TOU	Winter	Generation - 2020 Vintage	Total	\$0.11910	+ \$0.0075
E-LI-NR	Summer	Generation - 2020 Vintage	Total	\$0.13222	+ \$0.0075
E-LI-NR	Winter	Generation - 2020 Vintage	Total	\$0.12842	+ \$0.0075
DR-SES	Summer	Generation - 2020 Vintage	On-Peak	\$0.51014	+ \$0.0075
DR-SES	Summer	Generation - 2020 Vintage	Off-Peak	\$0.18883	+ \$0.0075
DR-SES	Summer	Generation - 2020 Vintage	Super Off-Peak	\$0.08972	+ \$0.0075
DR-SES	Winter	Generation - 2020 Vintage	On-Peak	\$0.21780	+ \$0.0075
DR-SES	Winter	Generation - 2020 Vintage	Off-Peak	\$0.15666	+ \$0.0075
DR-SES	Winter	Generation - 2020 Vintage	Super Off-Peak	\$0.08175	+ \$0.0075
EV-TOU	Summer	Generation - 2020 Vintage	On-Peak	\$0.51014	+ \$0.0075
EV-TOU	Summer	Generation - 2020 Vintage	Off-Peak	\$0.18883	+ \$0.0075
EV-TOU	Summer	Generation - 2020 Vintage	Super Off-Peak	\$0.08972	+ \$0.0075
EV-TOU	Winter	Generation - 2020 Vintage	On-Peak	\$0.21780	+ \$0.0075
EV-TOU	Winter	Generation - 2020 Vintage	Off-Peak	\$0.15666	+ \$0.0075
EV-TOU	Winter	Generation - 2020 Vintage	Super Off-Peak	\$0.08175	+ \$0.0075
EV-TOU-2	Summer	Generation - 2020 Vintage	On-Peak	\$0.51014	+ \$0.0075
EV-TOU-2	Summer	Generation - 2020 Vintage	Off-Peak	\$0.18883	+ \$0.0075
EV-TOU-2	Summer	Generation - 2020 Vintage	Super Off-Peak	\$0.08972	+ \$0.0075
EV-TOU-2	Winter	Generation - 2020 Vintage	On-Peak	\$0.21780	+ \$0.0075
EV-TOU-2	Winter	Generation - 2020 Vintage	Off-Peak	\$0.15666	+ \$0.0075
EV-TOU-2	Winter	Generation - 2020 Vintage	Super Off-Peak	\$0.08175	+ \$0.0075
EV-TOU-5	Summer	Generation - 2020 Vintage	On-Peak	\$0.51014	+ \$0.0075
EV-TOU-5	Summer	Generation - 2020 Vintage	Off-Peak	\$0.18883	+ \$0.0075
EV-TOU-5	Summer	Generation - 2020 Vintage	Super Off-Peak	\$0.08972	+ \$0.0075
EV-TOU-5	Winter	Generation - 2020 Vintage	On-Peak	\$0.21780	+ \$0.0075
EV-TOU-5	Winter	Generation - 2020 Vintage	Off-Peak	\$0.15666	+ \$0.0075
EV-TOU-5	Winter	Generation - 2020 Vintage	Super Off-Peak	\$0.08175	+ \$0.0075
TOU-DR-1	Summer	Generation - 2020 Vintage	On-Peak	\$0.54827	+ \$0.0075
TOU-DR-1	Summer	Generation - 2020 Vintage	Off-Peak	\$0.24762	+ \$0.0075
TOU-DR-1	Summer	Generation - 2020 Vintage	Super Off-Peak	\$0.08972	+ \$0.0075

TOU-DR-1	Winter	Generation - 2020 Vintage	On-Peak	\$0.18634	+ \$0.0075
TOU-DR-1	Winter	Generation - 2020 Vintage	Off-Peak	\$0.10527	+ \$0.0075
TOU-DR-1	Winter	Generation - 2020 Vintage	Super Off-Peak	\$0.08175	+ \$0.0075

TOU-DR-2	Summer	Generation - 2020 Vintage	On-Peak	\$0.54827	+ \$0.0075
TOU-DR-2	Summer	Generation - 2020 Vintage	Off-Peak	\$0.18251	+ \$0.0075
TOU-DR-2	Winter	Generation - 2020 Vintage	On-Peak	\$0.18634	+ \$0.0075
TOU-DR-2	Winter	Generation - 2020 Vintage	Off-Peak	\$0.09444	+ \$0.0075

TOU-DR	Summer	Generation - 2020 Vintage	On-Peak	\$0.38740	+ \$0.0075
TOU-DR	Summer	Generation - 2020 Vintage	Off-Peak	\$0.29488	+ \$0.0075
TOU-DR	Summer	Generation - 2020 Vintage	Super Off-Peak	\$0.19460	+ \$0.0075
TOU-DR	Winter	Generation - 2020 Vintage	On-Peak	\$0.18596	+ \$0.0075
TOU-DR	Winter	Generation - 2020 Vintage	Off-Peak	\$0.10505	+ \$0.0075
TOU-DR	Winter	Generation - 2020 Vintage	Super Off-Peak	\$0.08158	+ \$0.0075

TOU-A-S	Summer	Generation - 2020 Vintage	On-Peak	\$0.36965	+ \$0.0075
TOU-A-S	Summer	Generation - 2020 Vintage	Off-Peak	\$0.19850	+ \$0.0075
TOU-A-S	Winter	Generation - 2020 Vintage	On-Peak	\$0.20926	+ \$0.0075
TOU-A-S	Winter	Generation - 2020 Vintage	Off-Peak	\$0.10656	+ \$0.0075

TOU-A-P	Summer	Generation - 2020 Vintage	On-Peak	\$0.36781	+ \$0.0075
TOU-A-P	Summer	Generation - 2020 Vintage	Off-Peak	\$0.19752	+ \$0.0075
TOU-A-P	Winter	Generation - 2020 Vintage	On-Peak	\$0.20827	+ \$0.0075
TOU-A-P	Winter	Generation - 2020 Vintage	Off-Peak	\$0.10616	+ \$0.0075

TOU-A-2-S	Summer	Generation - 2020 Vintage	On-Peak	\$0.48485	+ \$0.0075
TOU-A-2-S	Summer	Generation - 2020 Vintage	Off-Peak	\$0.17177	+ \$0.0075
TOU-A-2-S	Summer	Generation - 2020 Vintage	Super Off-Peak	\$0.09770	+ \$0.0075
TOU-A-2-S	Winter	Generation - 2020 Vintage	On-Peak	\$0.19621	+ \$0.0075
TOU-A-2-S	Winter	Generation - 2020 Vintage	Off-Peak	\$0.11271	+ \$0.0075
TOU-A-2-S	Winter	Generation - 2020 Vintage	Super Off-Peak	\$0.08723	+ \$0.0075

TOU-A-2-P	Summer	Generation - 2020 Vintage	On-Peak	\$0.48251	+ \$0.0075
TOU-A-2-P	Summer	Generation - 2020 Vintage	Off-Peak	\$0.17099	+ \$0.0075
TOU-A-2-P	Summer	Generation - 2020 Vintage	Super Off-Peak	\$0.09737	+ \$0.0075
TOU-A-2-P	Winter	Generation - 2020 Vintage	On-Peak	\$0.19532	+ \$0.0075
TOU-A-2-P	Winter	Generation - 2020 Vintage	Off-Peak	\$0.11224	+ \$0.0075
TOU-A-2-P	Winter	Generation - 2020 Vintage	Super Off-Peak	\$0.08694	+ \$0.0075

TOU-A-3-S	Summer	Generation - 2020 Vintage	On-Peak	\$0.36601	+ \$0.0075
TOU-A-3-S	Summer	Generation - 2020 Vintage	Off-Peak	\$0.22519	+ \$0.0075
TOU-A-3-S	Summer	Generation - 2020 Vintage	Super Off-Peak	\$0.09898	+ \$0.0075
TOU-A-3-S	Winter	Generation - 2020 Vintage	On-Peak	\$0.19621	+ \$0.0075
TOU-A-3-S	Winter	Generation - 2020 Vintage	Off-Peak	\$0.11271	+ \$0.0075
TOU-A-3-S	Winter	Generation - 2020 Vintage	Super Off-Peak	\$0.08723	+ \$0.0075

TOU-A-3-P	Summer	Generation - 2020 Vintage	On-Peak	\$0.36425	+ \$0.0075
TOU-A-3-P	Summer	Generation - 2020 Vintage	Off-Peak	\$0.22411	+ \$0.0075
TOU-A-3-P	Summer	Generation - 2020 Vintage	Super Off-Peak	\$0.09852	+ \$0.0075
TOU-A-3-P	Winter	Generation - 2020 Vintage	On-Peak	\$0.19532	+ \$0.0075
TOU-A-3-P	Winter	Generation - 2020 Vintage	Off-Peak	\$0.11224	+ \$0.0075
TOU-A-3-P	Winter	Generation - 2020 Vintage	Super Off-Peak	\$0.08694	+ \$0.0075

A-TC	Summer	Generation - 2020 Vintage	Total	\$0.11893	+ \$0.0075
A-TC	Winter	Generation - 2020 Vintage	Total	\$0.11893	+ \$0.0075

TOU-M	Summer	Generation - 2020 Vintage	On-Peak	\$0.49767	+ \$0.0075
TOU-M	Summer	Generation - 2020 Vintage	Off-Peak	\$0.17245	+ \$0.0075
TOU-M	Summer	Generation - 2020 Vintage	Super Off-Peak	\$0.09986	+ \$0.0075
TOU-M	Winter	Generation - 2020 Vintage	On-Peak	\$0.19576	+ \$0.0075
TOU-M	Winter	Generation - 2020 Vintage	Off-Peak	\$0.11230	+ \$0.0075
TOU-M	Winter	Generation - 2020 Vintage	Super Off-Peak	\$0.08689	+ \$0.0075

OL-TOU	Summer	Generation - 2020 Vintage	On-Peak	\$0.63723	+ \$0.0075
OL-TOU	Summer	Generation - 2020 Vintage	Off-Peak	\$0.22631	+ \$0.0075
OL-TOU	Summer	Generation - 2020 Vintage	Super Off-Peak	\$0.10442	+ \$0.0075
OL-TOU	Winter	Generation - 2020 Vintage	On-Peak	\$0.21738	+ \$0.0075
OL-TOU	Winter	Generation - 2020 Vintage	Off-Peak	\$0.12260	+ \$0.0075
OL-TOU	Winter	Generation - 2020 Vintage	Super Off-Peak	\$0.09511	+ \$0.0075

AL-TOU-S	Summer	Demand - 2020 Vintage	On-Peak	\$19.04	
AL-TOU-S	Summer	Generation - 2020 Vintage	On-Peak	\$0.27056	+ \$0.0075
AL-TOU-S	Summer	Generation - 2020 Vintage	Off-Peak	\$0.16833	+ \$0.0075
AL-TOU-S	Summer	Generation - 2020 Vintage	Super Off-Peak	\$0.13528	+ \$0.0075
AL-TOU-S	Winter	Generation - 2020 Vintage	On-Peak	\$0.28217	+ \$0.0075
AL-TOU-S	Winter	Generation - 2020 Vintage	Off-Peak	\$0.15893	+ \$0.0075
AL-TOU-S	Winter	Generation - 2020 Vintage	Super Off-Peak	\$0.12317	+ \$0.0075

AL-TOU-P	Summer	Demand - 2020 Vintage	On-Peak	\$18.94	
AL-TOU-P	Summer	Generation - 2020 Vintage	On-Peak	\$0.26925	+ \$0.0075
AL-TOU-P	Summer	Generation - 2020 Vintage	Off-Peak	\$0.16757	+ \$0.0075
AL-TOU-P	Summer	Generation - 2020 Vintage	Super Off-Peak	\$0.13483	+ \$0.0075
AL-TOU-P	Winter	Generation - 2020 Vintage	On-Peak	\$0.28089	+ \$0.0075
AL-TOU-P	Winter	Generation - 2020 Vintage	Off-Peak	\$0.15828	+ \$0.0075
AL-TOU-P	Winter	Generation - 2020 Vintage	Super Off-Peak	\$0.12277	+ \$0.0075

AL-TOU-T	Summer	Demand - 2020 Vintage	On-Peak	\$18.14	
AL-TOU-T	Summer	Generation - 2020 Vintage	On-Peak	\$0.25775	+ \$0.0075
AL-TOU-T	Summer	Generation - 2020 Vintage	Off-Peak	\$0.16050	+ \$0.0075
AL-TOU-T	Summer	Generation - 2020 Vintage	Super Off-Peak	\$0.12945	+ \$0.0075
AL-TOU-T	Winter	Generation - 2020 Vintage	On-Peak	\$0.26912	+ \$0.0075
AL-TOU-T	Winter	Generation - 2020 Vintage	Off-Peak	\$0.15185	+ \$0.0075
AL-TOU-T	Winter	Generation - 2020 Vintage	Super Off-Peak	\$0.11788	+ \$0.0075

AL-TOU-2-S	Summer	Demand - 2020 Vintage	On-Peak	\$32.95	
AL-TOU-2-S	Summer	Generation - 2020 Vintage	On-Peak	\$0.24686	+ \$0.0075
AL-TOU-2-S	Summer	Generation - 2020 Vintage	Off-Peak	\$0.15415	+ \$0.0075
AL-TOU-2-S	Summer	Generation - 2020 Vintage	Super Off-Peak	\$0.12266	+ \$0.0075
AL-TOU-2-S	Winter	Generation - 2020 Vintage	On-Peak	\$0.25568	+ \$0.0075
AL-TOU-2-S	Winter	Generation - 2020 Vintage	Off-Peak	\$0.14408	+ \$0.0075
AL-TOU-2-S	Winter	Generation - 2020 Vintage	Super Off-Peak	\$0.11169	+ \$0.0075

AL-TOU-2-P	Summer	Demand - 2020 Vintage	On-Peak	\$32.78	
AL-TOU-2-P	Summer	Generation - 2020 Vintage	On-Peak	\$0.24567	+ \$0.0075
AL-TOU-2-P	Summer	Generation - 2020 Vintage	Off-Peak	\$0.15344	+ \$0.0075
AL-TOU-2-P	Summer	Generation - 2020 Vintage	Super Off-Peak	\$0.12225	+ \$0.0075
AL-TOU-2-P	Winter	Generation - 2020 Vintage	On-Peak	\$0.25452	+ \$0.0075



AL-TOU-2-P	Winter	Generation - 2020 Vintage	Off-Peak	\$0.14349	+ \$0.0075
AL-TOU-2-P	Winter	Generation - 2020 Vintage	Super Off-Peak	\$0.11133	+ \$0.0075

AL-TOU-2-T	Summer	Demand - 2020 Vintage	On-Peak	\$31.37	
AL-TOU-2-T	Summer	Generation - 2020 Vintage	On-Peak	\$0.23518	+ \$0.0075
AL-TOU-2-T	Summer	Generation - 2020 Vintage	Off-Peak	\$0.14698	+ \$0.0075
AL-TOU-2-T	Summer	Generation - 2020 Vintage	Super Off-Peak	\$0.11739	+ \$0.0075
AL-TOU-2-T	Winter	Generation - 2020 Vintage	On-Peak	\$0.24386	+ \$0.0075
AL-TOU-2-T	Winter	Generation - 2020 Vintage	Off-Peak	\$0.13766	+ \$0.0075
AL-TOU-2-T	Winter	Generation - 2020 Vintage	Super Off-Peak	\$0.10690	+ \$0.0075

DG-R-S	Summer	Generation - 2020 Vintage	On-Peak	\$0.63416	+ \$0.0075
DG-R-S	Summer	Generation - 2020 Vintage	Off-Peak	\$0.22819	+ \$0.0075
DG-R-S	Summer	Generation - 2020 Vintage	Super Off-Peak	\$0.10448	+ \$0.0075
DG-R-S	Winter	Generation - 2020 Vintage	On-Peak	\$0.21741	+ \$0.0075
DG-R-S	Winter	Generation - 2020 Vintage	Off-Peak	\$0.12262	+ \$0.0075
DG-R-S	Winter	Generation - 2020 Vintage	Super Off-Peak	\$0.09511	+ \$0.0075

DG-R-P	Summer	Generation - 2020 Vintage	On-Peak	\$0.63126	+ \$0.0075
DG-R-P	Summer	Generation - 2020 Vintage	Off-Peak	\$0.22719	+ \$0.0075
DG-R-P	Summer	Generation - 2020 Vintage	Super Off-Peak	\$0.10413	+ \$0.0075
DG-R-P	Winter	Generation - 2020 Vintage	On-Peak	\$0.21642	+ \$0.0075
DG-R-P	Winter	Generation - 2020 Vintage	Off-Peak	\$0.12212	+ \$0.0075
DG-R-P	Winter	Generation - 2020 Vintage	Super Off-Peak	\$0.09481	+ \$0.0075

DG-R-T	Summer	Generation - 2020 Vintage	On-Peak	\$0.60563	+ \$0.0075
DG-R-T	Summer	Generation - 2020 Vintage	Off-Peak	\$0.21796	+ \$0.0075
DG-R-T	Summer	Generation - 2020 Vintage	Super Off-Peak	\$0.10000	+ \$0.0075
DG-R-T	Winter	Generation - 2020 Vintage	On-Peak	\$0.20737	+ \$0.0075
DG-R-T	Winter	Generation - 2020 Vintage	Off-Peak	\$0.11717	+ \$0.0075
DG-R-T	Winter	Generation - 2020 Vintage	Super Off-Peak	\$0.09105	+ \$0.0075

A6-TOU-P	Summer	Demand - 2020 Vintage	Total	\$18.94	
A6-TOU-P	Summer	Generation - 2020 Vintage	On-Peak	\$0.26925	+ \$0.0075
A6-TOU-P	Summer	Generation - 2020 Vintage	Off-Peak	\$0.16757	+ \$0.0075
A6-TOU-P	Summer	Generation - 2020 Vintage	Super Off-Peak	\$0.13483	+ \$0.0075
A6-TOU-P	Winter	Generation - 2020 Vintage	On-Peak	\$0.28089	+ \$0.0075
A6-TOU-P	Winter	Generation - 2020 Vintage	Off-Peak	\$0.15828	+ \$0.0075
A6-TOU-P	Winter	Generation - 2020 Vintage	Super Off-Peak	\$0.12277	+ \$0.0075

A6-TOU-T	Summer	Demand - 2020 Vintage	Total	\$18.14	
A6-TOU-T	Summer	Generation - 2020 Vintage	On-Peak	\$0.25775	+ \$0.0075
A6-TOU-T	Summer	Generation - 2020 Vintage	Off-Peak	\$0.16050	+ \$0.0075
A6-TOU-T	Summer	Generation - 2020 Vintage	Super Off-Peak	\$0.12945	+ \$0.0075
A6-TOU-T	Winter	Generation - 2020 Vintage	On-Peak	\$0.26912	+ \$0.0075
A6-TOU-T	Winter	Generation - 2020 Vintage	Off-Peak	\$0.15185	+ \$0.0075
A6-TOU-T	Winter	Generation - 2020 Vintage	Super Off-Peak	\$0.11788	+ \$0.0075

TOU-PA-S	Summer	Generation - 2020 Vintage	On-Peak	\$0.36459	+ \$0.0075
TOU-PA-S	Summer	Generation - 2020 Vintage	Off-Peak	\$0.20168	+ \$0.0075
TOU-PA-S	Winter	Generation - 2020 Vintage	On-Peak	\$0.18929	+ \$0.0075
TOU-PA-S	Winter	Generation - 2020 Vintage	Off-Peak	\$0.09275	+ \$0.0075

TOU-PA-P	Summer	Generation - 2020 Vintage	On-Peak	\$0.36278	+ \$0.0075
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TOU-PA-P	Summer	Generation - 2020 Vintage	Off-Peak	\$0.20067	+ \$0.0075
TOU-PA-P	Winter	Generation - 2020 Vintage	On-Peak	\$0.18839	+ \$0.0075
TOU-PA-P	Winter	Generation - 2020 Vintage	Off-Peak	\$0.09241	+ \$0.0075

TOU-PA-2-S	Summer	Demand - 2020 Vintage	On-Peak	\$16.88	
TOU-PA-2-S	Summer	Generation - 2020 Vintage	On-Peak	\$0.24001	+ \$0.0075
TOU-PA-2-S	Summer	Generation - 2020 Vintage	Off-Peak	\$0.15287	+ \$0.0075
TOU-PA-2-S	Summer	Generation - 2020 Vintage	Super Off-Peak	\$0.10275	+ \$0.0075
TOU-PA-2-S	Winter	Generation - 2020 Vintage	On-Peak	\$0.21445	+ \$0.0075
TOU-PA-2-S	Winter	Generation - 2020 Vintage	Off-Peak	\$0.12067	+ \$0.0075
TOU-PA-2-S	Winter	Generation - 2020 Vintage	Super Off-Peak	\$0.09342	+ \$0.0075

TOU-PA-2-P	Summer	Demand - 2020 Vintage	On-Peak	\$16.80	
TOU-PA-2-P	Summer	Generation - 2020 Vintage	On-Peak	\$0.23909	+ \$0.0075
TOU-PA-2-P	Summer	Generation - 2020 Vintage	Off-Peak	\$0.15234	+ \$0.0075
TOU-PA-2-P	Summer	Generation - 2020 Vintage	Super Off-Peak	\$0.10241	+ \$0.0075
TOU-PA-2-P	Winter	Generation - 2020 Vintage	On-Peak	\$0.21348	+ \$0.0075
TOU-PA-2-P	Winter	Generation - 2020 Vintage	Off-Peak	\$0.12017	+ \$0.0075
TOU-PA-2-P	Winter	Generation - 2020 Vintage	Super Off-Peak	\$0.09312	+ \$0.0075

TOU-PA-3-S <20kW	Summer	Generation - 2020 Vintage	On-Peak	\$0.41857	+ \$0.0075
TOU-PA-3-S <20kW	Summer	Generation - 2020 Vintage	Off-Peak	\$0.22696	+ \$0.0075
TOU-PA-3-S <20kW	Summer	Generation - 2020 Vintage	Super Off-Peak	\$0.10866	+ \$0.0075
TOU-PA-3-S <20kW	Winter	Generation - 2020 Vintage	On-Peak	\$0.17593	+ \$0.0075
TOU-PA-3-S <20kW	Winter	Generation - 2020 Vintage	Off-Peak	\$0.09906	+ \$0.0075
TOU-PA-3-S <20kW	Winter	Generation - 2020 Vintage	Super Off-Peak	\$0.07672	+ \$0.0075

TOU-PA-3-P <20kW	Summer	Generation - 2020 Vintage	On-Peak	\$0.41656	+ \$0.0075
TOU-PA-3-P <20kW	Summer	Generation - 2020 Vintage	Off-Peak	\$0.22587	+ \$0.0075
TOU-PA-3-P <20kW	Summer	Generation - 2020 Vintage	Super Off-Peak	\$0.10815	+ \$0.0075
TOU-PA-3-P <20kW	Winter	Generation - 2020 Vintage	On-Peak	\$0.17513	+ \$0.0075
TOU-PA-3-P <20kW	Winter	Generation - 2020 Vintage	Off-Peak	\$0.09865	+ \$0.0075
TOU-PA-3-P <20kW	Winter	Generation - 2020 Vintage	Super Off-Peak	\$0.07647	+ \$0.0075

TOU-PA-3-S >=20kW	Summer	Demand - 2020 Vintage	On-Peak	\$5.40	
TOU-PA-3-S >=20kW	Summer	Generation - 2020 Vintage	On-Peak	\$0.42590	+ \$0.0075
TOU-PA-3-S >=20kW	Summer	Generation - 2020 Vintage	Off-Peak	\$0.23604	+ \$0.0075
TOU-PA-3-S >=20kW	Summer	Generation - 2020 Vintage	Super Off-Peak	\$0.09823	+ \$0.0075
TOU-PA-3-S >=20kW	Winter	Generation - 2020 Vintage	On-Peak	\$0.16797	+ \$0.0075
TOU-PA-3-S >=20kW	Winter	Generation - 2020 Vintage	Off-Peak	\$0.09461	+ \$0.0075
TOU-PA-3-S >=20kW	Winter	Generation - 2020 Vintage	Super Off-Peak	\$0.07328	+ \$0.0075

TOU-PA-3-P >=20kW	Summer	Demand - 2020 Vintage	On-Peak	\$5.38	
TOU-PA-3-P >=20kW	Summer	Generation - 2020 Vintage	On-Peak	\$0.42408	+ \$0.0075
TOU-PA-3-P >=20kW	Summer	Generation - 2020 Vintage	Off-Peak	\$0.23509	+ \$0.0075
TOU-PA-3-P >=20kW	Summer	Generation - 2020 Vintage	Super Off-Peak	\$0.09776	+ \$0.0075
TOU-PA-3-P >=20kW	Winter	Generation - 2020 Vintage	On-Peak	\$0.16717	+ \$0.0075
TOU-PA-3-P >=20kW	Winter	Generation - 2020 Vintage	Off-Peak	\$0.09415	+ \$0.0075
TOU-PA-3-P >=20kW	Winter	Generation - 2020 Vintage	Super Off-Peak	\$0.07294	+ \$0.0075

PA-T-1-S	Summer	Demand - 2020 Vintage	On-Peak	\$9.78	
PA-T-1-S	Summer	Generation - 2020 Vintage	On-Peak	\$0.23335	+ \$0.0075
PA-T-1-S	Summer	Generation - 2020 Vintage	Off-Peak	\$0.14997	+ \$0.0075
PA-T-1-S	Summer	Generation - 2020 Vintage	Super Off-Peak	\$0.10955	+ \$0.0075

PA-T-1-S	Winter	Generation - 2020 Vintage	On-Peak	\$0.22894	+ \$0.0075
PA-T-1-S	Winter	Generation - 2020 Vintage	Off-Peak	\$0.12880	+ \$0.0075
PA-T-1-S	Winter	Generation - 2020 Vintage	Super Off-Peak	\$0.09970	+ \$0.0075

PA-T-1-P	Summer	Demand - 2020 Vintage	On-Peak	\$9.74	
PA-T-1-P	Summer	Generation - 2020 Vintage	On-Peak	\$0.23222	+ \$0.0075
PA-T-1-P	Summer	Generation - 2020 Vintage	Off-Peak	\$0.14928	+ \$0.0075
PA-T-1-P	Summer	Generation - 2020 Vintage	Super Off-Peak	\$0.10919	+ \$0.0075
PA-T-1-P	Winter	Generation - 2020 Vintage	On-Peak	\$0.22789	+ \$0.0075
PA-T-1-P	Winter	Generation - 2020 Vintage	Off-Peak	\$0.12828	+ \$0.0075
PA-T-1-P	Winter	Generation - 2020 Vintage	Super Off-Peak	\$0.09938	+ \$0.0075

PA-T-1-T	Summer	Demand - 2020 Vintage	On-Peak	\$9.32	
PA-T-1-T	Summer	Generation - 2020 Vintage	On-Peak	\$0.22226	+ \$0.0075
PA-T-1-T	Summer	Generation - 2020 Vintage	Off-Peak	\$0.14297	+ \$0.0075
PA-T-1-T	Summer	Generation - 2020 Vintage	Super Off-Peak	\$0.10482	+ \$0.0075
PA-T-1-T	Winter	Generation - 2020 Vintage	On-Peak	\$0.21832	+ \$0.0075
PA-T-1-T	Winter	Generation - 2020 Vintage	Off-Peak	\$0.12304	+ \$0.0075
PA-T-1-T	Winter	Generation - 2020 Vintage	Super Off-Peak	\$0.09541	+ \$0.0075

LS	All	Generation - 2020 Vintage	Total	\$0.12404	+ \$0.0075
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OL-2	All	Generation - 2020 Vintage	Total	\$0.12404	+ \$0.0075
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LS-2-AD	Summer	Generation - 2020 Vintage	On-Peak	\$0.36590	+ \$0.0075
LS-2-AD	Summer	Generation - 2020 Vintage	Off-Peak	\$0.22508	+ \$0.0075
LS-2-AD	Summer	Generation - 2020 Vintage	Super Off-Peak	\$0.09887	+ \$0.0075
LS-2-AD	Winter	Generation - 2020 Vintage	On-Peak	\$0.19610	+ \$0.0075
LS-2-AD	Winter	Generation - 2020 Vintage	Off-Peak	\$0.11260	+ \$0.0075
LS-2-AD	Winter	Generation - 2020 Vintage	Super Off-Peak	\$0.08712	+ \$0.0075

G-TOU-M	Summer	Generation - 2020 Vintage	On-Peak	\$0.25246	+ \$0.0075
G-TOU-M	Summer	Generation - 2020 Vintage	Semi-Peak	\$0.23666	+ \$0.0075
G-TOU-M	Summer	Generation - 2020 Vintage	Off-Peak	\$0.23466	+ \$0.0075
G-TOU-M	Winter	Generation - 2020 Vintage	On-Peak	\$0.24259	+ \$0.0075
G-TOU-M	Winter	Generation - 2020 Vintage	Semi-Peak	\$0.11716	+ \$0.0075
G-TOU-M	Winter	Generation - 2020 Vintage	Off-Peak	\$0.11555	+ \$0.0075

G-OL-TOU	Summer	Generation - 2020 Vintage	On-Peak	\$0.23049	+ \$0.0075
G-OL-TOU	Summer	Generation - 2020 Vintage	Semi-Peak	\$0.19462	+ \$0.0075
G-OL-TOU	Summer	Generation - 2020 Vintage	Off-Peak	\$0.16675	+ \$0.0075
G-OL-TOU	Winter	Generation - 2020 Vintage	On-Peak	\$0.38421	+ \$0.0075
G-OL-TOU	Winter	Generation - 2020 Vintage	Semi-Peak	\$0.18096	+ \$0.0075
G-OL-TOU	Winter	Generation - 2020 Vintage	Off-Peak	\$0.18094	+ \$0.0075

G-TOU-A-S	Summer	Generation - 2020 Vintage	On-Peak	\$0.41440	+ \$0.0075
G-TOU-A-S	Summer	Generation - 2020 Vintage	Semi-Peak	\$0.23883	+ \$0.0075
G-TOU-A-S	Summer	Generation - 2020 Vintage	Off-Peak	\$0.11157	+ \$0.0075
G-TOU-A-S	Winter	Generation - 2020 Vintage	On-Peak	\$0.23866	+ \$0.0075
G-TOU-A-S	Winter	Generation - 2020 Vintage	Semi-Peak	\$0.11545	+ \$0.0075
G-TOU-A-S	Winter	Generation - 2020 Vintage	Off-Peak	\$0.11379	+ \$0.0075

G-TOU-A-P	Summer	Generation - 2020 Vintage	On-Peak	\$0.41222	+ \$0.0075
G-TOU-A-P	Summer	Generation - 2020 Vintage	Semi-Peak	\$0.23759	+ \$0.0075

G-TOU-A-P	Summer	Generation - 2020 Vintage	Off-Peak	\$0.11100	+ \$0.0075
G-TOU-A-P	Winter	Generation - 2020 Vintage	On-Peak	\$0.23751	+ \$0.0075
G-TOU-A-P	Winter	Generation - 2020 Vintage	Semi-Peak	\$0.11495	+ \$0.0075
G-TOU-A-P	Winter	Generation - 2020 Vintage	Off-Peak	\$0.11331	+ \$0.0075

G-AL-TOU-S	Summer	Demand - 2020 Vintage	On-Peak	\$3.40	
G-AL-TOU-S	Summer	Generation - 2020 Vintage	On-Peak	\$0.15939	+ \$0.0075
G-AL-TOU-S	Summer	Generation - 2020 Vintage	Semi-Peak	\$0.15759	+ \$0.0075
G-AL-TOU-S	Summer	Generation - 2020 Vintage	Off-Peak	\$0.13790	+ \$0.0075
G-AL-TOU-S	Winter	Generation - 2020 Vintage	On-Peak	\$0.42475	+ \$0.0075
G-AL-TOU-S	Winter	Generation - 2020 Vintage	Semi-Peak	\$0.19996	+ \$0.0075
G-AL-TOU-S	Winter	Generation - 2020 Vintage	Off-Peak	\$0.19993	+ \$0.0075

G-AL-TOU-P	Summer	Demand - 2020 Vintage	On-Peak	\$3.39	
G-AL-TOU-P	Summer	Generation - 2020 Vintage	On-Peak	\$0.15856	+ \$0.0075
G-AL-TOU-P	Summer	Generation - 2020 Vintage	Semi-Peak	\$0.15679	+ \$0.0075
G-AL-TOU-P	Summer	Generation - 2020 Vintage	Off-Peak	\$0.13718	+ \$0.0075
G-AL-TOU-P	Winter	Generation - 2020 Vintage	On-Peak	\$0.42270	+ \$0.0075
G-AL-TOU-P	Winter	Generation - 2020 Vintage	Semi-Peak	\$0.19908	+ \$0.0075
G-AL-TOU-P	Winter	Generation - 2020 Vintage	Off-Peak	\$0.19905	+ \$0.0075

G-AL-TOU-T	Summer	Demand - 2020 Vintage	On-Peak	\$3.23	
G-AL-TOU-T	Summer	Generation - 2020 Vintage	On-Peak	\$0.15161	+ \$0.0075
G-AL-TOU-T	Summer	Generation - 2020 Vintage	Semi-Peak	\$0.14994	+ \$0.0075
G-AL-TOU-T	Summer	Generation - 2020 Vintage	Off-Peak	\$0.13117	+ \$0.0075
G-AL-TOU-T	Winter	Generation - 2020 Vintage	On-Peak	\$0.40465	+ \$0.0075
G-AL-TOU-T	Winter	Generation - 2020 Vintage	Semi-Peak	\$0.19086	+ \$0.0075
G-AL-TOU-T	Winter	Generation - 2020 Vintage	Off-Peak	\$0.19084	+ \$0.0075

G-DG-R-S	Summer	Generation - 2020 Vintage	On-Peak	\$0.22680	+ \$0.0075
G-DG-R-S	Summer	Generation - 2020 Vintage	Semi-Peak	\$0.19687	+ \$0.0075
G-DG-R-S	Summer	Generation - 2020 Vintage	Off-Peak	\$0.16681	+ \$0.0075
G-DG-R-S	Winter	Generation - 2020 Vintage	On-Peak	\$0.38425	+ \$0.0075
G-DG-R-S	Winter	Generation - 2020 Vintage	Semi-Peak	\$0.18098	+ \$0.0075
G-DG-R-S	Winter	Generation - 2020 Vintage	Off-Peak	\$0.18095	+ \$0.0075

G-DG-R-P	Summer	Generation - 2020 Vintage	On-Peak	\$0.22582	+ \$0.0075
G-DG-R-P	Summer	Generation - 2020 Vintage	Semi-Peak	\$0.19591	+ \$0.0075
G-DG-R-P	Summer	Generation - 2020 Vintage	Off-Peak	\$0.16595	+ \$0.0075
G-DG-R-P	Winter	Generation - 2020 Vintage	On-Peak	\$0.38240	+ \$0.0075
G-DG-R-P	Winter	Generation - 2020 Vintage	Semi-Peak	\$0.18019	+ \$0.0075
G-DG-R-P	Winter	Generation - 2020 Vintage	Off-Peak	\$0.18015	+ \$0.0075

G-DG-R-T	Summer	Generation - 2020 Vintage	On-Peak	\$0.21759	+ \$0.0075
G-DG-R-T	Summer	Generation - 2020 Vintage	Semi-Peak	\$0.18779	+ \$0.0075
G-DG-R-T	Summer	Generation - 2020 Vintage	Off-Peak	\$0.15865	+ \$0.0075
G-DG-R-T	Winter	Generation - 2020 Vintage	On-Peak	\$0.36608	+ \$0.0075
G-DG-R-T	Winter	Generation - 2020 Vintage	Semi-Peak	\$0.17276	+ \$0.0075
G-DG-R-T	Winter	Generation - 2020 Vintage	Off-Peak	\$0.17272	+ \$0.0075

G-A6-TOU-P	Summer	Demand - 2020 Vintage	Total	\$3.39	
G-A6-TOU-P	Summer	Generation - 2020 Vintage	On-Peak	\$0.15856	+ \$0.0075
G-A6-TOU-P	Summer	Generation - 2020 Vintage	Semi-Peak	\$0.15679	+ \$0.0075
G-A6-TOU-P	Summer	Generation - 2020 Vintage	Off-Peak	\$0.13718	+ \$0.0075

G-A6-TOU-P	Winter	Generation - 2020 Vintage	On-Peak	\$0.42270	+ \$0.0075
G-A6-TOU-P	Winter	Generation - 2020 Vintage	Semi-Peak	\$0.19908	+ \$0.0075
G-A6-TOU-P	Winter	Generation - 2020 Vintage	Off-Peak	\$0.19905	+ \$0.0075

G-A6-TOU-T	Summer	Demand - 2020 Vintage	Total	\$3.23	
G-A6-TOU-T	Summer	Generation - 2020 Vintage	On-Peak	\$0.15161	+ \$0.0075
G-A6-TOU-T	Summer	Generation - 2020 Vintage	Semi-Peak	\$0.14994	+ \$0.0075
G-A6-TOU-T	Summer	Generation - 2020 Vintage	Off-Peak	\$0.13117	+ \$0.0075
G-A6-TOU-T	Winter	Generation - 2020 Vintage	On-Peak	\$0.40465	+ \$0.0075
G-A6-TOU-T	Winter	Generation - 2020 Vintage	Semi-Peak	\$0.19086	+ \$0.0075
G-A6-TOU-T	Winter	Generation - 2020 Vintage	Off-Peak	\$0.19084	+ \$0.0075

G-PA-T-1-S	Summer	Demand - 2020 Vintage	On-Peak	\$2.73	
G-PA-T-1-S	Summer	Generation - 2020 Vintage	On-Peak	\$0.13868	+ \$0.0075
G-PA-T-1-S	Summer	Generation - 2020 Vintage	Semi-Peak	\$0.13647	+ \$0.0075
G-PA-T-1-S	Summer	Generation - 2020 Vintage	Off-Peak	\$0.09833	+ \$0.0075
G-PA-T-1-S	Winter	Generation - 2020 Vintage	On-Peak	\$0.28653	+ \$0.0075
G-PA-T-1-S	Winter	Generation - 2020 Vintage	Semi-Peak	\$0.13486	+ \$0.0075
G-PA-T-1-S	Winter	Generation - 2020 Vintage	Off-Peak	\$0.13477	+ \$0.0075

G-PA-T-1-P	Summer	Demand - 2020 Vintage	On-Peak	\$2.71	
G-PA-T-1-P	Summer	Generation - 2020 Vintage	On-Peak	\$0.13260	+ \$0.0075
G-PA-T-1-P	Summer	Generation - 2020 Vintage	Semi-Peak	\$0.13042	+ \$0.0075
G-PA-T-1-P	Summer	Generation - 2020 Vintage	Off-Peak	\$0.09246	+ \$0.0075
G-PA-T-1-P	Winter	Generation - 2020 Vintage	On-Peak	\$0.28515	+ \$0.0075
G-PA-T-1-P	Winter	Generation - 2020 Vintage	Semi-Peak	\$0.13427	+ \$0.0075
G-PA-T-1-P	Winter	Generation - 2020 Vintage	Off-Peak	\$0.13419	+ \$0.0075

G-PA-T-1-T	Summer	Demand - 2020 Vintage	On-Peak	\$2.60	
G-PA-T-1-T	Summer	Generation - 2020 Vintage	On-Peak	\$0.13188	+ \$0.0075
G-PA-T-1-T	Summer	Generation - 2020 Vintage	Semi-Peak	\$0.12986	+ \$0.0075
G-PA-T-1-T	Summer	Generation - 2020 Vintage	Off-Peak	\$0.09352	+ \$0.0075
G-PA-T-1-T	Winter	Generation - 2020 Vintage	On-Peak	\$0.28352	+ \$0.0075
G-PA-T-1-T	Winter	Generation - 2020 Vintage	Semi-Peak	\$0.13355	+ \$0.0075
G-PA-T-1-T	Winter	Generation - 2020 Vintage	Off-Peak	\$0.13347	+ \$0.0075

G-TOU-PA-S < 20kW	Summer	Generation - 2020 Vintage	On-Peak	\$0.40620	+ \$0.0075
G-TOU-PA-S < 20kW	Summer	Generation - 2020 Vintage	Semi-Peak	\$0.18263	+ \$0.0075
G-TOU-PA-S < 20kW	Summer	Generation - 2020 Vintage	Off-Peak	\$0.10548	+ \$0.0075
G-TOU-PA-S < 20kW	Winter	Generation - 2020 Vintage	On-Peak	\$0.17825	+ \$0.0075
G-TOU-PA-S < 20kW	Winter	Generation - 2020 Vintage	Semi-Peak	\$0.08406	+ \$0.0075
G-TOU-PA-S < 20kW	Winter	Generation - 2020 Vintage	Off-Peak	\$0.08400	+ \$0.0075

G-TOU-PA-P < 20kW	Summer	Generation - 2020 Vintage	On-Peak	\$0.40407	+ \$0.0075
G-TOU-PA-P < 20kW	Summer	Generation - 2020 Vintage	Semi-Peak	\$0.18168	+ \$0.0075
G-TOU-PA-P < 20kW	Summer	Generation - 2020 Vintage	Off-Peak	\$0.10493	+ \$0.0075
G-TOU-PA-P < 20kW	Winter	Generation - 2020 Vintage	On-Peak	\$0.17732	+ \$0.0075
G-TOU-PA-P < 20kW	Winter	Generation - 2020 Vintage	Semi-Peak	\$0.08363	+ \$0.0075
G-TOU-PA-P < 20kW	Winter	Generation - 2020 Vintage	Off-Peak	\$0.08356	+ \$0.0075

G-TOU-PA-S >= 20kW	Summer	Demand - 2020 Vintage	On-Peak	\$3.05	
G-TOU-PA-S >= 20kW	Summer	Generation - 2020 Vintage	On-Peak	\$0.15314	+ \$0.0075
G-TOU-PA-S >= 20kW	Summer	Generation - 2020 Vintage	Semi-Peak	\$0.14260	+ \$0.0075
G-TOU-PA-S >= 20kW	Summer	Generation - 2020 Vintage	Off-Peak	\$0.10295	+ \$0.0075

G-TOU-PA-S >= 20kW	Winter	Generation - 2020 Vintage	On-Peak	\$0.30976	+ \$0.0075
G-TOU-PA-S >= 20kW	Winter	Generation - 2020 Vintage	Semi-Peak	\$0.14571	+ \$0.0075
G-TOU-PA-S >= 20kW	Winter	Generation - 2020 Vintage	Off-Peak	\$0.14565	+ \$0.0075

G-TOU-PA-P >= 20kW	Summer	Demand - 2020 Vintage	On-Peak	\$3.04	
G-TOU-PA-P >= 20kW	Summer	Generation - 2020 Vintage	On-Peak	\$0.15259	+ \$0.0075
G-TOU-PA-P >= 20kW	Summer	Generation - 2020 Vintage	Semi-Peak	\$0.14205	+ \$0.0075
G-TOU-PA-P >= 20kW	Summer	Generation - 2020 Vintage	Off-Peak	\$0.10257	+ \$0.0075
G-TOU-PA-P >= 20kW	Winter	Generation - 2020 Vintage	On-Peak	\$0.30827	+ \$0.0075
G-TOU-PA-P >= 20kW	Winter	Generation - 2020 Vintage	Semi-Peak	\$0.14508	+ \$0.0075
G-TOU-PA-P >= 20kW	Winter	Generation - 2020 Vintage	Off-Peak	\$0.14501	+ \$0.0075

EV-HP-S	Summer	Demand - 2020 Vintage	On-Peak	\$5.75	+ \$0.0075
EV-HP-S	Summer	Generation - 2020 Vintage	On-Peak	\$0.08289	+ \$0.0075
EV-HP-S	Summer	Generation - 2020 Vintage	Off-Peak	\$0.04962	+ \$0.0075
EV-HP-S	Summer	Generation - 2020 Vintage	Super Off-Peak	\$0.04413	+ \$0.0075
EV-HP-S	Winter	Generation - 2020 Vintage	On-Peak	\$0.09263	+ \$0.0075
EV-HP-S	Winter	Generation - 2020 Vintage	Off-Peak	\$0.05194	+ \$0.0075
EV-HP-S	Winter	Generation - 2020 Vintage	Super Off-Peak	\$0.04013	+ \$0.0075

EV-HP-P	Summer	Demand - 2020 Vintage	On-Peak	\$5.72	+ \$0.0075
EV-HP-P	Summer	Generation - 2020 Vintage	On-Peak	\$0.08248	+ \$0.0075
EV-HP-P	Summer	Generation - 2020 Vintage	Off-Peak	\$0.04939	+ \$0.0075
EV-HP-P	Summer	Generation - 2020 Vintage	Super Off-Peak	\$0.04398	+ \$0.0075
EV-HP-P	Winter	Generation - 2020 Vintage	On-Peak	\$0.09221	+ \$0.0075
EV-HP-P	Winter	Generation - 2020 Vintage	Off-Peak	\$0.05173	+ \$0.0075
EV-HP-P	Winter	Generation - 2020 Vintage	Super Off-Peak	\$0.04000	+ \$0.0075

CCA Rate Name	Season	Charge Type	Time of Use Period	PowerOn (\$/kWh)	Power100 (\$/kWh)
DR	Summer	Generation - 2021 Vintage	Total	\$0.27746	+ \$0.0075
DR	Winter	Generation - 2021 Vintage	Total	\$0.10427	+ \$0.0075

DR-LI-MB	Summer	Generation - 2021 Vintage	Total	\$0.27746	+ \$0.0075
DR-LI-MB	Winter	Generation - 2021 Vintage	Total	\$0.10427	+ \$0.0075

E-LI-TOU	Summer	Generation - 2021 Vintage	Total	\$0.09746	+ \$0.0075
E-LI-TOU	Winter	Generation - 2021 Vintage	Total	\$0.09245	+ \$0.0075

E-LI-NR	Summer	Generation - 2021 Vintage	Total	\$0.10189	+ \$0.0075
E-LI-NR	Winter	Generation - 2021 Vintage	Total	\$0.09809	+ \$0.0075

DR-SES	Summer	Generation - 2021 Vintage	On-Peak	\$0.49211	+ \$0.0075
DR-SES	Summer	Generation - 2021 Vintage	Off-Peak	\$0.17080	+ \$0.0075
DR-SES	Summer	Generation - 2021 Vintage	Super Off-Peak	\$0.07169	+ \$0.0075
DR-SES	Winter	Generation - 2021 Vintage	On-Peak	\$0.19977	+ \$0.0075
DR-SES	Winter	Generation - 2021 Vintage	Off-Peak	\$0.13863	+ \$0.0075
DR-SES	Winter	Generation - 2021 Vintage	Super Off-Peak	\$0.06372	+ \$0.0075

EV-TOU	Summer	Generation - 2021 Vintage	On-Peak	\$0.49211	+ \$0.0075
EV-TOU	Summer	Generation - 2021 Vintage	Off-Peak	\$0.17080	+ \$0.0075
EV-TOU	Summer	Generation - 2021 Vintage	Super Off-Peak	\$0.07169	+ \$0.0075
EV-TOU	Winter	Generation - 2021 Vintage	On-Peak	\$0.19977	+ \$0.0075
EV-TOU	Winter	Generation - 2021 Vintage	Off-Peak	\$0.13863	+ \$0.0075

EV-TOU	Winter	Generation - 2021 Vintage	Super Off-Peak	\$0.06372	+ \$0.0075
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EV-TOU-2	Summer	Generation - 2021 Vintage	On-Peak	\$0.49211	+ \$0.0075
EV-TOU-2	Summer	Generation - 2021 Vintage	Off-Peak	\$0.17080	+ \$0.0075
EV-TOU-2	Summer	Generation - 2021 Vintage	Super Off-Peak	\$0.07169	+ \$0.0075
EV-TOU-2	Winter	Generation - 2021 Vintage	On-Peak	\$0.19977	+ \$0.0075
EV-TOU-2	Winter	Generation - 2021 Vintage	Off-Peak	\$0.13863	+ \$0.0075
EV-TOU-2	Winter	Generation - 2021 Vintage	Super Off-Peak	\$0.06372	+ \$0.0075

EV-TOU-5	Summer	Generation - 2021 Vintage	On-Peak	\$0.49211	+ \$0.0075
EV-TOU-5	Summer	Generation - 2021 Vintage	Off-Peak	\$0.17080	+ \$0.0075
EV-TOU-5	Summer	Generation - 2021 Vintage	Super Off-Peak	\$0.07169	+ \$0.0075
EV-TOU-5	Winter	Generation - 2021 Vintage	On-Peak	\$0.19977	+ \$0.0075
EV-TOU-5	Winter	Generation - 2021 Vintage	Off-Peak	\$0.13863	+ \$0.0075
EV-TOU-5	Winter	Generation - 2021 Vintage	Super Off-Peak	\$0.06372	+ \$0.0075

TOU-DR-1	Summer	Generation - 2021 Vintage	On-Peak	\$0.53024	+ \$0.0075
TOU-DR-1	Summer	Generation - 2021 Vintage	Off-Peak	\$0.22959	+ \$0.0075
TOU-DR-1	Summer	Generation - 2021 Vintage	Super Off-Peak	\$0.07169	+ \$0.0075
TOU-DR-1	Winter	Generation - 2021 Vintage	On-Peak	\$0.16831	+ \$0.0075
TOU-DR-1	Winter	Generation - 2021 Vintage	Off-Peak	\$0.08724	+ \$0.0075
TOU-DR-1	Winter	Generation - 2021 Vintage	Super Off-Peak	\$0.06372	+ \$0.0075

TOU-DR-2	Summer	Generation - 2021 Vintage	On-Peak	\$0.53024	+ \$0.0075
TOU-DR-2	Summer	Generation - 2021 Vintage	Off-Peak	\$0.16448	+ \$0.0075
TOU-DR-2	Winter	Generation - 2021 Vintage	On-Peak	\$0.16831	+ \$0.0075
TOU-DR-2	Winter	Generation - 2021 Vintage	Off-Peak	\$0.07641	+ \$0.0075

TOU-DR	Summer	Generation - 2021 Vintage	On-Peak	\$0.36937	+ \$0.0075
TOU-DR	Summer	Generation - 2021 Vintage	Off-Peak	\$0.27685	+ \$0.0075
TOU-DR	Summer	Generation - 2021 Vintage	Super Off-Peak	\$0.17657	+ \$0.0075
TOU-DR	Winter	Generation - 2021 Vintage	On-Peak	\$0.16793	+ \$0.0075
TOU-DR	Winter	Generation - 2021 Vintage	Off-Peak	\$0.08702	+ \$0.0075
TOU-DR	Winter	Generation - 2021 Vintage	Super Off-Peak	\$0.06355	+ \$0.0075

TOU-A-S	Summer	Generation - 2021 Vintage	On-Peak	\$0.34300	+ \$0.0075
TOU-A-S	Summer	Generation - 2021 Vintage	Off-Peak	\$0.17185	+ \$0.0075
TOU-A-S	Winter	Generation - 2021 Vintage	On-Peak	\$0.18261	+ \$0.0075
TOU-A-S	Winter	Generation - 2021 Vintage	Off-Peak	\$0.07991	+ \$0.0075

TOU-A-P	Summer	Generation - 2021 Vintage	On-Peak	\$0.34116	+ \$0.0075
TOU-A-P	Summer	Generation - 2021 Vintage	Off-Peak	\$0.17087	+ \$0.0075
TOU-A-P	Winter	Generation - 2021 Vintage	On-Peak	\$0.18162	+ \$0.0075
TOU-A-P	Winter	Generation - 2021 Vintage	Off-Peak	\$0.07951	+ \$0.0075

TOU-A-2-S	Summer	Generation - 2021 Vintage	On-Peak	\$0.45820	+ \$0.0075
TOU-A-2-S	Summer	Generation - 2021 Vintage	Off-Peak	\$0.14512	+ \$0.0075
TOU-A-2-S	Summer	Generation - 2021 Vintage	Super Off-Peak	\$0.07105	+ \$0.0075
TOU-A-2-S	Winter	Generation - 2021 Vintage	On-Peak	\$0.16956	+ \$0.0075
TOU-A-2-S	Winter	Generation - 2021 Vintage	Off-Peak	\$0.08606	+ \$0.0075
TOU-A-2-S	Winter	Generation - 2021 Vintage	Super Off-Peak	\$0.06058	+ \$0.0075

TOU-A-2-P	Summer	Generation - 2021 Vintage	On-Peak	\$0.45586	+ \$0.0075
TOU-A-2-P	Summer	Generation - 2021 Vintage	Off-Peak	\$0.14434	+ \$0.0075

TOU-A-2-P	Summer	Generation - 2021 Vintage	Super Off-Peak	\$0.07072	+ \$0.0075
TOU-A-2-P	Winter	Generation - 2021 Vintage	On-Peak	\$0.16867	+ \$0.0075
TOU-A-2-P	Winter	Generation - 2021 Vintage	Off-Peak	\$0.08559	+ \$0.0075
TOU-A-2-P	Winter	Generation - 2021 Vintage	Super Off-Peak	\$0.06029	+ \$0.0075

TOU-A-3-S	Summer	Generation - 2021 Vintage	On-Peak	\$0.33936	+ \$0.0075
TOU-A-3-S	Summer	Generation - 2021 Vintage	Off-Peak	\$0.19854	+ \$0.0075
TOU-A-3-S	Summer	Generation - 2021 Vintage	Super Off-Peak	\$0.07233	+ \$0.0075
TOU-A-3-S	Winter	Generation - 2021 Vintage	On-Peak	\$0.16956	+ \$0.0075
TOU-A-3-S	Winter	Generation - 2021 Vintage	Off-Peak	\$0.08606	+ \$0.0075
TOU-A-3-S	Winter	Generation - 2021 Vintage	Super Off-Peak	\$0.06058	+ \$0.0075

TOU-A-3-P	Summer	Generation - 2021 Vintage	On-Peak	\$0.33760	+ \$0.0075
TOU-A-3-P	Summer	Generation - 2021 Vintage	Off-Peak	\$0.19746	+ \$0.0075
TOU-A-3-P	Summer	Generation - 2021 Vintage	Super Off-Peak	\$0.07187	+ \$0.0075
TOU-A-3-P	Winter	Generation - 2021 Vintage	On-Peak	\$0.16867	+ \$0.0075
TOU-A-3-P	Winter	Generation - 2021 Vintage	Off-Peak	\$0.08559	+ \$0.0075
TOU-A-3-P	Winter	Generation - 2021 Vintage	Super Off-Peak	\$0.06029	+ \$0.0075

A-TC	Summer	Generation - 2021 Vintage	Total	\$0.09228	+ \$0.0075
A-TC	Winter	Generation - 2021 Vintage	Total	\$0.09228	+ \$0.0075

TOU-M	Summer	Generation - 2021 Vintage	On-Peak	\$0.47102	+ \$0.0075
TOU-M	Summer	Generation - 2021 Vintage	Off-Peak	\$0.14580	+ \$0.0075
TOU-M	Summer	Generation - 2021 Vintage	Super Off-Peak	\$0.07321	+ \$0.0075
TOU-M	Winter	Generation - 2021 Vintage	On-Peak	\$0.16911	+ \$0.0075
TOU-M	Winter	Generation - 2021 Vintage	Off-Peak	\$0.08565	+ \$0.0075
TOU-M	Winter	Generation - 2021 Vintage	Super Off-Peak	\$0.06024	+ \$0.0075

OL-TOU	Summer	Generation - 2021 Vintage	On-Peak	\$0.60690	+ \$0.0075
OL-TOU	Summer	Generation - 2021 Vintage	Off-Peak	\$0.19598	+ \$0.0075
OL-TOU	Summer	Generation - 2021 Vintage	Super Off-Peak	\$0.07409	+ \$0.0075
OL-TOU	Winter	Generation - 2021 Vintage	On-Peak	\$0.18705	+ \$0.0075
OL-TOU	Winter	Generation - 2021 Vintage	Off-Peak	\$0.09227	+ \$0.0075
OL-TOU	Winter	Generation - 2021 Vintage	Super Off-Peak	\$0.06478	+ \$0.0075

AL-TOU-S	Summer	Demand - 2021 Vintage	On-Peak	\$19.04	
AL-TOU-S	Summer	Generation - 2021 Vintage	On-Peak	\$0.24023	+ \$0.0075
AL-TOU-S	Summer	Generation - 2021 Vintage	Off-Peak	\$0.13800	+ \$0.0075
AL-TOU-S	Summer	Generation - 2021 Vintage	Super Off-Peak	\$0.10495	+ \$0.0075
AL-TOU-S	Winter	Generation - 2021 Vintage	On-Peak	\$0.25184	+ \$0.0075
AL-TOU-S	Winter	Generation - 2021 Vintage	Off-Peak	\$0.12860	+ \$0.0075
AL-TOU-S	Winter	Generation - 2021 Vintage	Super Off-Peak	\$0.09284	+ \$0.0075

AL-TOU-P	Summer	Demand - 2021 Vintage	On-Peak	\$18.94	
AL-TOU-P	Summer	Generation - 2021 Vintage	On-Peak	\$0.23892	+ \$0.0075
AL-TOU-P	Summer	Generation - 2021 Vintage	Off-Peak	\$0.13724	+ \$0.0075
AL-TOU-P	Summer	Generation - 2021 Vintage	Super Off-Peak	\$0.10450	+ \$0.0075
AL-TOU-P	Winter	Generation - 2021 Vintage	On-Peak	\$0.25056	+ \$0.0075
AL-TOU-P	Winter	Generation - 2021 Vintage	Off-Peak	\$0.12795	+ \$0.0075
AL-TOU-P	Winter	Generation - 2021 Vintage	Super Off-Peak	\$0.09244	+ \$0.0075

AL-TOU-T	Summer	Demand - 2021 Vintage	On-Peak	\$18.14	
AL-TOU-T	Summer	Generation - 2021 Vintage	On-Peak	\$0.22742	+ \$0.0075

AL-TOU-T	Summer	Generation - 2021 Vintage	Off-Peak	\$0.13017	+ \$0.0075
AL-TOU-T	Summer	Generation - 2021 Vintage	Super Off-Peak	\$0.09912	+ \$0.0075
AL-TOU-T	Winter	Generation - 2021 Vintage	On-Peak	\$0.23879	+ \$0.0075
AL-TOU-T	Winter	Generation - 2021 Vintage	Off-Peak	\$0.12152	+ \$0.0075
AL-TOU-T	Winter	Generation - 2021 Vintage	Super Off-Peak	\$0.08755	+ \$0.0075

AL-TOU-2-S	Summer	Demand - 2021 Vintage	On-Peak	\$32.95	
AL-TOU-2-S	Summer	Generation - 2021 Vintage	On-Peak	\$0.21653	+ \$0.0075
AL-TOU-2-S	Summer	Generation - 2021 Vintage	Off-Peak	\$0.12382	+ \$0.0075
AL-TOU-2-S	Summer	Generation - 2021 Vintage	Super Off-Peak	\$0.09233	+ \$0.0075
AL-TOU-2-S	Winter	Generation - 2021 Vintage	On-Peak	\$0.22535	+ \$0.0075
AL-TOU-2-S	Winter	Generation - 2021 Vintage	Off-Peak	\$0.11375	+ \$0.0075
AL-TOU-2-S	Winter	Generation - 2021 Vintage	Super Off-Peak	\$0.08136	+ \$0.0075

AL-TOU-2-P	Summer	Demand - 2021 Vintage	On-Peak	\$32.78	
AL-TOU-2-P	Summer	Generation - 2021 Vintage	On-Peak	\$0.21534	+ \$0.0075
AL-TOU-2-P	Summer	Generation - 2021 Vintage	Off-Peak	\$0.12311	+ \$0.0075
AL-TOU-2-P	Summer	Generation - 2021 Vintage	Super Off-Peak	\$0.09192	+ \$0.0075
AL-TOU-2-P	Winter	Generation - 2021 Vintage	On-Peak	\$0.22419	+ \$0.0075
AL-TOU-2-P	Winter	Generation - 2021 Vintage	Off-Peak	\$0.11316	+ \$0.0075
AL-TOU-2-P	Winter	Generation - 2021 Vintage	Super Off-Peak	\$0.08100	+ \$0.0075

AL-TOU-2-T	Summer	Demand - 2021 Vintage	On-Peak	\$31.37	
AL-TOU-2-T	Summer	Generation - 2021 Vintage	On-Peak	\$0.20485	+ \$0.0075
AL-TOU-2-T	Summer	Generation - 2021 Vintage	Off-Peak	\$0.11665	+ \$0.0075
AL-TOU-2-T	Summer	Generation - 2021 Vintage	Super Off-Peak	\$0.08706	+ \$0.0075
AL-TOU-2-T	Winter	Generation - 2021 Vintage	On-Peak	\$0.21353	+ \$0.0075
AL-TOU-2-T	Winter	Generation - 2021 Vintage	Off-Peak	\$0.10733	+ \$0.0075
AL-TOU-2-T	Winter	Generation - 2021 Vintage	Super Off-Peak	\$0.07657	+ \$0.0075

DG-R-S	Summer	Generation - 2021 Vintage	On-Peak	\$0.60383	+ \$0.0075
DG-R-S	Summer	Generation - 2021 Vintage	Off-Peak	\$0.19786	+ \$0.0075
DG-R-S	Summer	Generation - 2021 Vintage	Super Off-Peak	\$0.07415	+ \$0.0075
DG-R-S	Winter	Generation - 2021 Vintage	On-Peak	\$0.18708	+ \$0.0075
DG-R-S	Winter	Generation - 2021 Vintage	Off-Peak	\$0.09229	+ \$0.0075
DG-R-S	Winter	Generation - 2021 Vintage	Super Off-Peak	\$0.06478	+ \$0.0075

DG-R-P	Summer	Generation - 2021 Vintage	On-Peak	\$0.60093	+ \$0.0075
DG-R-P	Summer	Generation - 2021 Vintage	Off-Peak	\$0.19686	+ \$0.0075
DG-R-P	Summer	Generation - 2021 Vintage	Super Off-Peak	\$0.07380	+ \$0.0075
DG-R-P	Winter	Generation - 2021 Vintage	On-Peak	\$0.18609	+ \$0.0075
DG-R-P	Winter	Generation - 2021 Vintage	Off-Peak	\$0.09179	+ \$0.0075
DG-R-P	Winter	Generation - 2021 Vintage	Super Off-Peak	\$0.06448	+ \$0.0075

DG-R-T	Summer	Generation - 2021 Vintage	On-Peak	\$0.57530	+ \$0.0075
DG-R-T	Summer	Generation - 2021 Vintage	Off-Peak	\$0.18763	+ \$0.0075
DG-R-T	Summer	Generation - 2021 Vintage	Super Off-Peak	\$0.06967	+ \$0.0075
DG-R-T	Winter	Generation - 2021 Vintage	On-Peak	\$0.17704	+ \$0.0075
DG-R-T	Winter	Generation - 2021 Vintage	Off-Peak	\$0.08684	+ \$0.0075
DG-R-T	Winter	Generation - 2021 Vintage	Super Off-Peak	\$0.06072	+ \$0.0075

A6-TOU-P	Summer	Demand - 2021 Vintage	Total	\$18.94	
A6-TOU-P	Summer	Generation - 2021 Vintage	On-Peak	\$0.23892	+ \$0.0075
A6-TOU-P	Summer	Generation - 2021 Vintage	Off-Peak	\$0.13724	+ \$0.0075



A6-TOU-P	Summer	Generation - 2021 Vintage	Super Off-Peak	\$0.10450	+ \$0.0075
A6-TOU-P	Winter	Generation - 2021 Vintage	On-Peak	\$0.25056	+ \$0.0075
A6-TOU-P	Winter	Generation - 2021 Vintage	Off-Peak	\$0.12795	+ \$0.0075
A6-TOU-P	Winter	Generation - 2021 Vintage	Super Off-Peak	\$0.09244	+ \$0.0075

A6-TOU-T	Summer	Demand - 2021 Vintage	Total	\$18.14	
A6-TOU-T	Summer	Generation - 2021 Vintage	On-Peak	\$0.22742	+ \$0.0075
A6-TOU-T	Summer	Generation - 2021 Vintage	Off-Peak	\$0.13017	+ \$0.0075
A6-TOU-T	Summer	Generation - 2021 Vintage	Super Off-Peak	\$0.09912	+ \$0.0075
A6-TOU-T	Winter	Generation - 2021 Vintage	On-Peak	\$0.23879	+ \$0.0075
A6-TOU-T	Winter	Generation - 2021 Vintage	Off-Peak	\$0.12152	+ \$0.0075
A6-TOU-T	Winter	Generation - 2021 Vintage	Super Off-Peak	\$0.08755	+ \$0.0075

TOU-PA-S	Summer	Generation - 2021 Vintage	On-Peak	\$0.34114	+ \$0.0075
TOU-PA-S	Summer	Generation - 2021 Vintage	Off-Peak	\$0.17823	+ \$0.0075
TOU-PA-S	Winter	Generation - 2021 Vintage	On-Peak	\$0.16584	+ \$0.0075
TOU-PA-S	Winter	Generation - 2021 Vintage	Off-Peak	\$0.06930	+ \$0.0075

TOU-PA-P	Summer	Generation - 2021 Vintage	On-Peak	\$0.33933	+ \$0.0075
TOU-PA-P	Summer	Generation - 2021 Vintage	Off-Peak	\$0.17722	+ \$0.0075
TOU-PA-P	Winter	Generation - 2021 Vintage	On-Peak	\$0.16494	+ \$0.0075
TOU-PA-P	Winter	Generation - 2021 Vintage	Off-Peak	\$0.06896	+ \$0.0075

TOU-PA-2-S	Summer	Demand - 2021 Vintage	On-Peak	\$16.88	
TOU-PA-2-S	Summer	Generation - 2021 Vintage	On-Peak	\$0.21656	+ \$0.0075
TOU-PA-2-S	Summer	Generation - 2021 Vintage	Off-Peak	\$0.12942	+ \$0.0075
TOU-PA-2-S	Summer	Generation - 2021 Vintage	Super Off-Peak	\$0.07930	+ \$0.0075
TOU-PA-2-S	Winter	Generation - 2021 Vintage	On-Peak	\$0.19100	+ \$0.0075
TOU-PA-2-S	Winter	Generation - 2021 Vintage	Off-Peak	\$0.09722	+ \$0.0075
TOU-PA-2-S	Winter	Generation - 2021 Vintage	Super Off-Peak	\$0.06997	+ \$0.0075

TOU-PA-2-P	Summer	Demand - 2021 Vintage	On-Peak	\$16.80	
TOU-PA-2-P	Summer	Generation - 2021 Vintage	On-Peak	\$0.21564	+ \$0.0075
TOU-PA-2-P	Summer	Generation - 2021 Vintage	Off-Peak	\$0.12889	+ \$0.0075
TOU-PA-2-P	Summer	Generation - 2021 Vintage	Super Off-Peak	\$0.07896	+ \$0.0075
TOU-PA-2-P	Winter	Generation - 2021 Vintage	On-Peak	\$0.19003	+ \$0.0075
TOU-PA-2-P	Winter	Generation - 2021 Vintage	Off-Peak	\$0.09672	+ \$0.0075
TOU-PA-2-P	Winter	Generation - 2021 Vintage	Super Off-Peak	\$0.06967	+ \$0.0075

TOU-PA-3-S <20kW	Summer	Generation - 2021 Vintage	On-Peak	\$0.39512	+ \$0.0075
TOU-PA-3-S <20kW	Summer	Generation - 2021 Vintage	Off-Peak	\$0.20351	+ \$0.0075
TOU-PA-3-S <20kW	Summer	Generation - 2021 Vintage	Super Off-Peak	\$0.08521	+ \$0.0075
TOU-PA-3-S <20kW	Winter	Generation - 2021 Vintage	On-Peak	\$0.15248	+ \$0.0075
TOU-PA-3-S <20kW	Winter	Generation - 2021 Vintage	Off-Peak	\$0.07561	+ \$0.0075
TOU-PA-3-S <20kW	Winter	Generation - 2021 Vintage	Super Off-Peak	\$0.05327	+ \$0.0075

TOU-PA-3-P <20kW	Summer	Generation - 2021 Vintage	On-Peak	\$0.39311	+ \$0.0075
TOU-PA-3-P <20kW	Summer	Generation - 2021 Vintage	Off-Peak	\$0.20242	+ \$0.0075
TOU-PA-3-P <20kW	Summer	Generation - 2021 Vintage	Super Off-Peak	\$0.08470	+ \$0.0075
TOU-PA-3-P <20kW	Winter	Generation - 2021 Vintage	On-Peak	\$0.15168	+ \$0.0075
TOU-PA-3-P <20kW	Winter	Generation - 2021 Vintage	Off-Peak	\$0.07520	+ \$0.0075
TOU-PA-3-P <20kW	Winter	Generation - 2021 Vintage	Super Off-Peak	\$0.05302	+ \$0.0075

TOU-PA-3-S >=20kW	Summer	Demand - 2021 Vintage	On-Peak	\$5.40	
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TOU-PA-3-S >=20kW	Summer	Generation - 2021 Vintage	On-Peak	\$0.40245	+ \$0.0075
TOU-PA-3-S >=20kW	Summer	Generation - 2021 Vintage	Off-Peak	\$0.21259	+ \$0.0075
TOU-PA-3-S >=20kW	Summer	Generation - 2021 Vintage	Super Off-Peak	\$0.07478	+ \$0.0075
TOU-PA-3-S >=20kW	Winter	Generation - 2021 Vintage	On-Peak	\$0.14452	+ \$0.0075
TOU-PA-3-S >=20kW	Winter	Generation - 2021 Vintage	Off-Peak	\$0.07116	+ \$0.0075
TOU-PA-3-S >=20kW	Winter	Generation - 2021 Vintage	Super Off-Peak	\$0.04983	+ \$0.0075

TOU-PA-3-P >=20kW	Summer	Demand - 2021 Vintage	On-Peak	\$5.38	
TOU-PA-3-P >=20kW	Summer	Generation - 2021 Vintage	On-Peak	\$0.40063	+ \$0.0075
TOU-PA-3-P >=20kW	Summer	Generation - 2021 Vintage	Off-Peak	\$0.21164	+ \$0.0075
TOU-PA-3-P >=20kW	Summer	Generation - 2021 Vintage	Super Off-Peak	\$0.07431	+ \$0.0075
TOU-PA-3-P >=20kW	Winter	Generation - 2021 Vintage	On-Peak	\$0.14372	+ \$0.0075
TOU-PA-3-P >=20kW	Winter	Generation - 2021 Vintage	Off-Peak	\$0.07070	+ \$0.0075
TOU-PA-3-P >=20kW	Winter	Generation - 2021 Vintage	Super Off-Peak	\$0.04949	+ \$0.0075

PA-T-1-S	Summer	Demand - 2021 Vintage	On-Peak	\$9.78	
PA-T-1-S	Summer	Generation - 2021 Vintage	On-Peak	\$0.20990	+ \$0.0075
PA-T-1-S	Summer	Generation - 2021 Vintage	Off-Peak	\$0.12652	+ \$0.0075
PA-T-1-S	Summer	Generation - 2021 Vintage	Super Off-Peak	\$0.08610	+ \$0.0075
PA-T-1-S	Winter	Generation - 2021 Vintage	On-Peak	\$0.20549	+ \$0.0075
PA-T-1-S	Winter	Generation - 2021 Vintage	Off-Peak	\$0.10535	+ \$0.0075
PA-T-1-S	Winter	Generation - 2021 Vintage	Super Off-Peak	\$0.07625	+ \$0.0075

PA-T-1-P	Summer	Demand - 2021 Vintage	On-Peak	\$9.74	
PA-T-1-P	Summer	Generation - 2021 Vintage	On-Peak	\$0.20877	+ \$0.0075
PA-T-1-P	Summer	Generation - 2021 Vintage	Off-Peak	\$0.12583	+ \$0.0075
PA-T-1-P	Summer	Generation - 2021 Vintage	Super Off-Peak	\$0.08574	+ \$0.0075
PA-T-1-P	Winter	Generation - 2021 Vintage	On-Peak	\$0.20444	+ \$0.0075
PA-T-1-P	Winter	Generation - 2021 Vintage	Off-Peak	\$0.10483	+ \$0.0075
PA-T-1-P	Winter	Generation - 2021 Vintage	Super Off-Peak	\$0.07593	+ \$0.0075

PA-T-1-T	Summer	Demand - 2021 Vintage	On-Peak	\$9.32	
PA-T-1-T	Summer	Generation - 2021 Vintage	On-Peak	\$0.19881	+ \$0.0075
PA-T-1-T	Summer	Generation - 2021 Vintage	Off-Peak	\$0.11952	+ \$0.0075
PA-T-1-T	Summer	Generation - 2021 Vintage	Super Off-Peak	\$0.08137	+ \$0.0075
PA-T-1-T	Winter	Generation - 2021 Vintage	On-Peak	\$0.19487	+ \$0.0075
PA-T-1-T	Winter	Generation - 2021 Vintage	Off-Peak	\$0.09959	+ \$0.0075
PA-T-1-T	Winter	Generation - 2021 Vintage	Super Off-Peak	\$0.07196	+ \$0.0075

LS	All	Generation - 2021 Vintage	Total	\$0.10235	+ \$0.0075
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OL-2	All	Generation - 2021 Vintage	Total	\$0.10235	+ \$0.0075
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LS-2-AD	Summer	Generation - 2021 Vintage	On-Peak	\$0.34421	+ \$0.0075
LS-2-AD	Summer	Generation - 2021 Vintage	Off-Peak	\$0.20339	+ \$0.0075
LS-2-AD	Summer	Generation - 2021 Vintage	Super Off-Peak	\$0.07718	+ \$0.0075
LS-2-AD	Winter	Generation - 2021 Vintage	On-Peak	\$0.17441	+ \$0.0075
LS-2-AD	Winter	Generation - 2021 Vintage	Off-Peak	\$0.09091	+ \$0.0075
LS-2-AD	Winter	Generation - 2021 Vintage	Super Off-Peak	\$0.06543	+ \$0.0075

G-TOU-M	Summer	Generation - 2021 Vintage	On-Peak	\$0.22581	+ \$0.0075
G-TOU-M	Summer	Generation - 2021 Vintage	Semi-Peak	\$0.21001	+ \$0.0075
G-TOU-M	Summer	Generation - 2021 Vintage	Off-Peak	\$0.20801	+ \$0.0075
G-TOU-M	Winter	Generation - 2021 Vintage	On-Peak	\$0.21594	+ \$0.0075

G-TOU-M	Winter	Generation - 2021 Vintage	Semi-Peak	\$0.09051	+ \$0.0075
G-TOU-M	Winter	Generation - 2021 Vintage	Off-Peak	\$0.08890	+ \$0.0075

G-OL-TOU	Summer	Generation - 2021 Vintage	On-Peak	\$0.20016	+ \$0.0075
G-OL-TOU	Summer	Generation - 2021 Vintage	Semi-Peak	\$0.16429	+ \$0.0075
G-OL-TOU	Summer	Generation - 2021 Vintage	Off-Peak	\$0.13642	+ \$0.0075
G-OL-TOU	Winter	Generation - 2021 Vintage	On-Peak	\$0.35388	+ \$0.0075
G-OL-TOU	Winter	Generation - 2021 Vintage	Semi-Peak	\$0.15063	+ \$0.0075
G-OL-TOU	Winter	Generation - 2021 Vintage	Off-Peak	\$0.15061	+ \$0.0075

G-TOU-A-S	Summer	Generation - 2021 Vintage	On-Peak	\$0.38775	+ \$0.0075
G-TOU-A-S	Summer	Generation - 2021 Vintage	Semi-Peak	\$0.21218	+ \$0.0075
G-TOU-A-S	Summer	Generation - 2021 Vintage	Off-Peak	\$0.08492	+ \$0.0075
G-TOU-A-S	Winter	Generation - 2021 Vintage	On-Peak	\$0.21201	+ \$0.0075
G-TOU-A-S	Winter	Generation - 2021 Vintage	Semi-Peak	\$0.08880	+ \$0.0075
G-TOU-A-S	Winter	Generation - 2021 Vintage	Off-Peak	\$0.08714	+ \$0.0075

G-TOU-A-P	Summer	Generation - 2021 Vintage	On-Peak	\$0.38557	+ \$0.0075
G-TOU-A-P	Summer	Generation - 2021 Vintage	Semi-Peak	\$0.21094	+ \$0.0075
G-TOU-A-P	Summer	Generation - 2021 Vintage	Off-Peak	\$0.08435	+ \$0.0075
G-TOU-A-P	Winter	Generation - 2021 Vintage	On-Peak	\$0.21086	+ \$0.0075
G-TOU-A-P	Winter	Generation - 2021 Vintage	Semi-Peak	\$0.08830	+ \$0.0075
G-TOU-A-P	Winter	Generation - 2021 Vintage	Off-Peak	\$0.08666	+ \$0.0075

G-AL-TOU-S	Summer	Demand - 2021 Vintage	On-Peak	\$3.40	
G-AL-TOU-S	Summer	Generation - 2021 Vintage	On-Peak	\$0.12906	+ \$0.0075
G-AL-TOU-S	Summer	Generation - 2021 Vintage	Semi-Peak	\$0.12726	+ \$0.0075
G-AL-TOU-S	Summer	Generation - 2021 Vintage	Off-Peak	\$0.10757	+ \$0.0075
G-AL-TOU-S	Winter	Generation - 2021 Vintage	On-Peak	\$0.39442	+ \$0.0075
G-AL-TOU-S	Winter	Generation - 2021 Vintage	Semi-Peak	\$0.16963	+ \$0.0075
G-AL-TOU-S	Winter	Generation - 2021 Vintage	Off-Peak	\$0.16960	+ \$0.0075

G-AL-TOU-P	Summer	Demand - 2021 Vintage	On-Peak	\$3.39	
G-AL-TOU-P	Summer	Generation - 2021 Vintage	On-Peak	\$0.12823	+ \$0.0075
G-AL-TOU-P	Summer	Generation - 2021 Vintage	Semi-Peak	\$0.12646	+ \$0.0075
G-AL-TOU-P	Summer	Generation - 2021 Vintage	Off-Peak	\$0.10685	+ \$0.0075
G-AL-TOU-P	Winter	Generation - 2021 Vintage	On-Peak	\$0.39237	+ \$0.0075
G-AL-TOU-P	Winter	Generation - 2021 Vintage	Semi-Peak	\$0.16875	+ \$0.0075
G-AL-TOU-P	Winter	Generation - 2021 Vintage	Off-Peak	\$0.16872	+ \$0.0075

G-AL-TOU-T	Summer	Demand - 2021 Vintage	On-Peak	\$3.23	
G-AL-TOU-T	Summer	Generation - 2021 Vintage	On-Peak	\$0.12128	+ \$0.0075
G-AL-TOU-T	Summer	Generation - 2021 Vintage	Semi-Peak	\$0.11961	+ \$0.0075
G-AL-TOU-T	Summer	Generation - 2021 Vintage	Off-Peak	\$0.10084	+ \$0.0075
G-AL-TOU-T	Winter	Generation - 2021 Vintage	On-Peak	\$0.37432	+ \$0.0075
G-AL-TOU-T	Winter	Generation - 2021 Vintage	Semi-Peak	\$0.16053	+ \$0.0075
G-AL-TOU-T	Winter	Generation - 2021 Vintage	Off-Peak	\$0.16051	+ \$0.0075

G-DG-R-S	Summer	Generation - 2021 Vintage	On-Peak	\$0.19647	+ \$0.0075
G-DG-R-S	Summer	Generation - 2021 Vintage	Semi-Peak	\$0.16654	+ \$0.0075
G-DG-R-S	Summer	Generation - 2021 Vintage	Off-Peak	\$0.13648	+ \$0.0075
G-DG-R-S	Winter	Generation - 2021 Vintage	On-Peak	\$0.35392	+ \$0.0075
G-DG-R-S	Winter	Generation - 2021 Vintage	Semi-Peak	\$0.15065	+ \$0.0075
G-DG-R-S	Winter	Generation - 2021 Vintage	Off-Peak	\$0.15062	+ \$0.0075

G-DG-R-P	Summer	Generation - 2021 Vintage	On-Peak	\$0.19549	+ \$0.0075
G-DG-R-P	Summer	Generation - 2021 Vintage	Semi-Peak	\$0.16558	+ \$0.0075
G-DG-R-P	Summer	Generation - 2021 Vintage	Off-Peak	\$0.13562	+ \$0.0075
G-DG-R-P	Winter	Generation - 2021 Vintage	On-Peak	\$0.35207	+ \$0.0075
G-DG-R-P	Winter	Generation - 2021 Vintage	Semi-Peak	\$0.14986	+ \$0.0075
G-DG-R-P	Winter	Generation - 2021 Vintage	Off-Peak	\$0.14982	+ \$0.0075

G-DG-R-T	Summer	Generation - 2021 Vintage	On-Peak	\$0.18726	+ \$0.0075
G-DG-R-T	Summer	Generation - 2021 Vintage	Semi-Peak	\$0.15746	+ \$0.0075
G-DG-R-T	Summer	Generation - 2021 Vintage	Off-Peak	\$0.12832	+ \$0.0075
G-DG-R-T	Winter	Generation - 2021 Vintage	On-Peak	\$0.33575	+ \$0.0075
G-DG-R-T	Winter	Generation - 2021 Vintage	Semi-Peak	\$0.14243	+ \$0.0075
G-DG-R-T	Winter	Generation - 2021 Vintage	Off-Peak	\$0.14239	+ \$0.0075

G-A6-TOU-P	Summer	Demand - 2021 Vintage	Total	\$3.39	
G-A6-TOU-P	Summer	Generation - 2021 Vintage	On-Peak	\$0.12823	+ \$0.0075
G-A6-TOU-P	Summer	Generation - 2021 Vintage	Semi-Peak	\$0.12646	+ \$0.0075
G-A6-TOU-P	Summer	Generation - 2021 Vintage	Off-Peak	\$0.10685	+ \$0.0075
G-A6-TOU-P	Winter	Generation - 2021 Vintage	On-Peak	\$0.39237	+ \$0.0075
G-A6-TOU-P	Winter	Generation - 2021 Vintage	Semi-Peak	\$0.16875	+ \$0.0075
G-A6-TOU-P	Winter	Generation - 2021 Vintage	Off-Peak	\$0.16872	+ \$0.0075

G-A6-TOU-T	Summer	Demand - 2021 Vintage	Total	\$3.23	
G-A6-TOU-T	Summer	Generation - 2021 Vintage	On-Peak	\$0.12128	+ \$0.0075
G-A6-TOU-T	Summer	Generation - 2021 Vintage	Semi-Peak	\$0.11961	+ \$0.0075
G-A6-TOU-T	Summer	Generation - 2021 Vintage	Off-Peak	\$0.10084	+ \$0.0075
G-A6-TOU-T	Winter	Generation - 2021 Vintage	On-Peak	\$0.37432	+ \$0.0075
G-A6-TOU-T	Winter	Generation - 2021 Vintage	Semi-Peak	\$0.16053	+ \$0.0075
G-A6-TOU-T	Winter	Generation - 2021 Vintage	Off-Peak	\$0.16051	+ \$0.0075

G-PA-T-1-S	Summer	Demand - 2021 Vintage	On-Peak	\$2.73	
G-PA-T-1-S	Summer	Generation - 2021 Vintage	On-Peak	\$0.11523	+ \$0.0075
G-PA-T-1-S	Summer	Generation - 2021 Vintage	Semi-Peak	\$0.11302	+ \$0.0075
G-PA-T-1-S	Summer	Generation - 2021 Vintage	Off-Peak	\$0.07488	+ \$0.0075
G-PA-T-1-S	Winter	Generation - 2021 Vintage	On-Peak	\$0.26308	+ \$0.0075
G-PA-T-1-S	Winter	Generation - 2021 Vintage	Semi-Peak	\$0.11141	+ \$0.0075
G-PA-T-1-S	Winter	Generation - 2021 Vintage	Off-Peak	\$0.11132	+ \$0.0075

G-PA-T-1-P	Summer	Demand - 2021 Vintage	On-Peak	\$2.71	
G-PA-T-1-P	Summer	Generation - 2021 Vintage	On-Peak	\$0.10915	+ \$0.0075
G-PA-T-1-P	Summer	Generation - 2021 Vintage	Semi-Peak	\$0.10697	+ \$0.0075
G-PA-T-1-P	Summer	Generation - 2021 Vintage	Off-Peak	\$0.06901	+ \$0.0075
G-PA-T-1-P	Winter	Generation - 2021 Vintage	On-Peak	\$0.26170	+ \$0.0075
G-PA-T-1-P	Winter	Generation - 2021 Vintage	Semi-Peak	\$0.11082	+ \$0.0075
G-PA-T-1-P	Winter	Generation - 2021 Vintage	Off-Peak	\$0.11074	+ \$0.0075

G-PA-T-1-T	Summer	Demand - 2021 Vintage	On-Peak	\$2.60	
G-PA-T-1-T	Summer	Generation - 2021 Vintage	On-Peak	\$0.10843	+ \$0.0075
G-PA-T-1-T	Summer	Generation - 2021 Vintage	Semi-Peak	\$0.10641	+ \$0.0075
G-PA-T-1-T	Summer	Generation - 2021 Vintage	Off-Peak	\$0.07007	+ \$0.0075
G-PA-T-1-T	Winter	Generation - 2021 Vintage	On-Peak	\$0.26007	+ \$0.0075
G-PA-T-1-T	Winter	Generation - 2021 Vintage	Semi-Peak	\$0.11010	+ \$0.0075
G-PA-T-1-T	Winter	Generation - 2021 Vintage	Off-Peak	\$0.11002	+ \$0.0075

G-TOU-PA-S < 20kW	Summer	Generation - 2021 Vintage	On-Peak	\$0.38275	+ \$0.0075
G-TOU-PA-S < 20kW	Summer	Generation - 2021 Vintage	Semi-Peak	\$0.15918	+ \$0.0075
G-TOU-PA-S < 20kW	Summer	Generation - 2021 Vintage	Off-Peak	\$0.08203	+ \$0.0075
G-TOU-PA-S < 20kW	Winter	Generation - 2021 Vintage	On-Peak	\$0.15480	+ \$0.0075
G-TOU-PA-S < 20kW	Winter	Generation - 2021 Vintage	Semi-Peak	\$0.06061	+ \$0.0075
G-TOU-PA-S < 20kW	Winter	Generation - 2021 Vintage	Off-Peak	\$0.06055	+ \$0.0075

G-TOU-PA-P < 20kW	Summer	Generation - 2021 Vintage	On-Peak	\$0.38062	+ \$0.0075
G-TOU-PA-P < 20kW	Summer	Generation - 2021 Vintage	Semi-Peak	\$0.15823	+ \$0.0075
G-TOU-PA-P < 20kW	Summer	Generation - 2021 Vintage	Off-Peak	\$0.08148	+ \$0.0075
G-TOU-PA-P < 20kW	Winter	Generation - 2021 Vintage	On-Peak	\$0.15387	+ \$0.0075
G-TOU-PA-P < 20kW	Winter	Generation - 2021 Vintage	Semi-Peak	\$0.06018	+ \$0.0075
G-TOU-PA-P < 20kW	Winter	Generation - 2021 Vintage	Off-Peak	\$0.06011	+ \$0.0075

G-TOU-PA-S >= 20kW	Summer	Demand - 2021 Vintage	On-Peak	\$3.05	
G-TOU-PA-S >= 20kW	Summer	Generation - 2021 Vintage	On-Peak	\$0.12969	+ \$0.0075
G-TOU-PA-S >= 20kW	Summer	Generation - 2021 Vintage	Semi-Peak	\$0.11915	+ \$0.0075
G-TOU-PA-S >= 20kW	Summer	Generation - 2021 Vintage	Off-Peak	\$0.07950	+ \$0.0075
G-TOU-PA-S >= 20kW	Winter	Generation - 2021 Vintage	On-Peak	\$0.28631	+ \$0.0075
G-TOU-PA-S >= 20kW	Winter	Generation - 2021 Vintage	Semi-Peak	\$0.12226	+ \$0.0075
G-TOU-PA-S >= 20kW	Winter	Generation - 2021 Vintage	Off-Peak	\$0.12220	+ \$0.0075

G-TOU-PA-P >= 20kW	Summer	Demand - 2021 Vintage	On-Peak	\$3.04	
G-TOU-PA-P >= 20kW	Summer	Generation - 2021 Vintage	On-Peak	\$0.12914	+ \$0.0075
G-TOU-PA-P >= 20kW	Summer	Generation - 2021 Vintage	Semi-Peak	\$0.11860	+ \$0.0075
G-TOU-PA-P >= 20kW	Summer	Generation - 2021 Vintage	Off-Peak	\$0.07912	+ \$0.0075
G-TOU-PA-P >= 20kW	Winter	Generation - 2021 Vintage	On-Peak	\$0.28482	+ \$0.0075
G-TOU-PA-P >= 20kW	Winter	Generation - 2021 Vintage	Semi-Peak	\$0.12163	+ \$0.0075
G-TOU-PA-P >= 20kW	Winter	Generation - 2021 Vintage	Off-Peak	\$0.12156	+ \$0.0075

EV-HP-S	Summer	Demand - 2021 Vintage	On-Peak	\$5.75	
EV-HP-S	Summer	Generation - 2021 Vintage	On-Peak	\$0.08289	+ \$0.0075
EV-HP-S	Summer	Generation - 2021 Vintage	Off-Peak	\$0.04962	+ \$0.0075
EV-HP-S	Summer	Generation - 2021 Vintage	Super Off-Peak	\$0.04413	+ \$0.0075
EV-HP-S	Winter	Generation - 2021 Vintage	On-Peak	\$0.09263	+ \$0.0075
EV-HP-S	Winter	Generation - 2021 Vintage	Off-Peak	\$0.05194	+ \$0.0075
EV-HP-S	Winter	Generation - 2021 Vintage	Super Off-Peak	\$0.04013	+ \$0.0075

EV-HP-P	Summer	Demand - 2021 Vintage	On-Peak	\$5.72	
EV-HP-P	Summer	Generation - 2021 Vintage	On-Peak	\$0.08248	+ \$0.0075
EV-HP-P	Summer	Generation - 2021 Vintage	Off-Peak	\$0.04939	+ \$0.0075
EV-HP-P	Summer	Generation - 2021 Vintage	Super Off-Peak	\$0.04398	+ \$0.0075
EV-HP-P	Winter	Generation - 2021 Vintage	On-Peak	\$0.09221	+ \$0.0075
EV-HP-P	Winter	Generation - 2021 Vintage	Off-Peak	\$0.05173	+ \$0.0075
EV-HP-P	Winter	Generation - 2021 Vintage	Super Off-Peak	\$0.04000	+ \$0.0075

CCA Rate Name	Season	Charge Type	Time of Use Period	PowerOn (\$/kWh)	Power100 (\$/kWh)
DR	Summer	Generation - 2022 Vintage	Total	\$0.24996	+ \$0.0075
DR	Winter	Generation - 2022 Vintage	Total	\$0.07677	+ \$0.0075

DR-LI-MB	Summer	Generation - 2022 Vintage	Total	\$0.24996	+ \$0.0075
DR-LI-MB	Winter	Generation - 2022 Vintage	Total	\$0.07677	+ \$0.0075

E-LI-TOU	Summer	Generation - 2022 Vintage	Total	\$0.07556	+ \$0.0075
E-LI-TOU	Winter	Generation - 2022 Vintage	Total	\$0.07055	+ \$0.0075

E-LI-NR	Summer	Generation - 2022 Vintage	Total	\$0.07577	+ \$0.0075
E-LI-NR	Winter	Generation - 2022 Vintage	Total	\$0.07197	+ \$0.0075

DR-SES	Summer	Generation - 2022 Vintage	On-Peak	\$0.46461	+ \$0.0075
DR-SES	Summer	Generation - 2022 Vintage	Off-Peak	\$0.14330	+ \$0.0075
DR-SES	Summer	Generation - 2022 Vintage	Super Off-Peak	\$0.04419	+ \$0.0075
DR-SES	Winter	Generation - 2022 Vintage	On-Peak	\$0.17227	+ \$0.0075
DR-SES	Winter	Generation - 2022 Vintage	Off-Peak	\$0.11113	+ \$0.0075
DR-SES	Winter	Generation - 2022 Vintage	Super Off-Peak	\$0.03622	+ \$0.0075

EV-TOU	Summer	Generation - 2022 Vintage	On-Peak	\$0.46461	+ \$0.0075
EV-TOU	Summer	Generation - 2022 Vintage	Off-Peak	\$0.14330	+ \$0.0075
EV-TOU	Summer	Generation - 2022 Vintage	Super Off-Peak	\$0.04419	+ \$0.0075
EV-TOU	Winter	Generation - 2022 Vintage	On-Peak	\$0.17227	+ \$0.0075
EV-TOU	Winter	Generation - 2022 Vintage	Off-Peak	\$0.11113	+ \$0.0075
EV-TOU	Winter	Generation - 2022 Vintage	Super Off-Peak	\$0.03622	+ \$0.0075

EV-TOU-2	Summer	Generation - 2022 Vintage	On-Peak	\$0.46461	+ \$0.0075
EV-TOU-2	Summer	Generation - 2022 Vintage	Off-Peak	\$0.14330	+ \$0.0075
EV-TOU-2	Summer	Generation - 2022 Vintage	Super Off-Peak	\$0.04419	+ \$0.0075
EV-TOU-2	Winter	Generation - 2022 Vintage	On-Peak	\$0.17227	+ \$0.0075
EV-TOU-2	Winter	Generation - 2022 Vintage	Off-Peak	\$0.11113	+ \$0.0075
EV-TOU-2	Winter	Generation - 2022 Vintage	Super Off-Peak	\$0.03622	+ \$0.0075

EV-TOU-5	Summer	Generation - 2022 Vintage	On-Peak	\$0.46461	+ \$0.0075
EV-TOU-5	Summer	Generation - 2022 Vintage	Off-Peak	\$0.14330	+ \$0.0075
EV-TOU-5	Summer	Generation - 2022 Vintage	Super Off-Peak	\$0.04419	+ \$0.0075
EV-TOU-5	Winter	Generation - 2022 Vintage	On-Peak	\$0.17227	+ \$0.0075
EV-TOU-5	Winter	Generation - 2022 Vintage	Off-Peak	\$0.11113	+ \$0.0075
EV-TOU-5	Winter	Generation - 2022 Vintage	Super Off-Peak	\$0.03622	+ \$0.0075

TOU-DR-1	Summer	Generation - 2022 Vintage	On-Peak	\$0.50274	+ \$0.0075
TOU-DR-1	Summer	Generation - 2022 Vintage	Off-Peak	\$0.20209	+ \$0.0075
TOU-DR-1	Summer	Generation - 2022 Vintage	Super Off-Peak	\$0.04419	+ \$0.0075
TOU-DR-1	Winter	Generation - 2022 Vintage	On-Peak	\$0.14081	+ \$0.0075
TOU-DR-1	Winter	Generation - 2022 Vintage	Off-Peak	\$0.05974	+ \$0.0075
TOU-DR-1	Winter	Generation - 2022 Vintage	Super Off-Peak	\$0.03622	+ \$0.0075

TOU-DR-2	Summer	Generation - 2022 Vintage	On-Peak	\$0.50274	+ \$0.0075
TOU-DR-2	Summer	Generation - 2022 Vintage	Off-Peak	\$0.13698	+ \$0.0075
TOU-DR-2	Winter	Generation - 2022 Vintage	On-Peak	\$0.14081	+ \$0.0075
TOU-DR-2	Winter	Generation - 2022 Vintage	Off-Peak	\$0.04891	+ \$0.0075

TOU-DR	Summer	Generation - 2022 Vintage	On-Peak	\$0.34187	+ \$0.0075
TOU-DR	Summer	Generation - 2022 Vintage	Off-Peak	\$0.24935	+ \$0.0075
TOU-DR	Summer	Generation - 2022 Vintage	Super Off-Peak	\$0.14907	+ \$0.0075
TOU-DR	Winter	Generation - 2022 Vintage	On-Peak	\$0.14043	+ \$0.0075
TOU-DR	Winter	Generation - 2022 Vintage	Off-Peak	\$0.05952	+ \$0.0075
TOU-DR	Winter	Generation - 2022 Vintage	Super Off-Peak	\$0.03605	+ \$0.0075

TOU-A-S	Summer	Generation - 2022 Vintage	On-Peak	\$0.32110	+ \$0.0075
TOU-A-S	Summer	Generation - 2022 Vintage	Off-Peak	\$0.14995	+ \$0.0075
TOU-A-S	Winter	Generation - 2022 Vintage	On-Peak	\$0.16071	+ \$0.0075
TOU-A-S	Winter	Generation - 2022 Vintage	Off-Peak	\$0.05801	+ \$0.0075

TOU-A-P	Summer	Generation - 2022 Vintage	On-Peak	\$0.31926	+ \$0.0075
TOU-A-P	Summer	Generation - 2022 Vintage	Off-Peak	\$0.14897	+ \$0.0075
TOU-A-P	Winter	Generation - 2022 Vintage	On-Peak	\$0.15972	+ \$0.0075
TOU-A-P	Winter	Generation - 2022 Vintage	Off-Peak	\$0.05761	+ \$0.0075

TOU-A-2-S	Summer	Generation - 2022 Vintage	On-Peak	\$0.43630	+ \$0.0075
TOU-A-2-S	Summer	Generation - 2022 Vintage	Off-Peak	\$0.12322	+ \$0.0075
TOU-A-2-S	Summer	Generation - 2022 Vintage	Super Off-Peak	\$0.04915	+ \$0.0075
TOU-A-2-S	Winter	Generation - 2022 Vintage	On-Peak	\$0.14766	+ \$0.0075
TOU-A-2-S	Winter	Generation - 2022 Vintage	Off-Peak	\$0.06416	+ \$0.0075
TOU-A-2-S	Winter	Generation - 2022 Vintage	Super Off-Peak	\$0.03868	+ \$0.0075

TOU-A-2-P	Summer	Generation - 2022 Vintage	On-Peak	\$0.43396	+ \$0.0075
TOU-A-2-P	Summer	Generation - 2022 Vintage	Off-Peak	\$0.12244	+ \$0.0075
TOU-A-2-P	Summer	Generation - 2022 Vintage	Super Off-Peak	\$0.04882	+ \$0.0075
TOU-A-2-P	Winter	Generation - 2022 Vintage	On-Peak	\$0.14677	+ \$0.0075
TOU-A-2-P	Winter	Generation - 2022 Vintage	Off-Peak	\$0.06369	+ \$0.0075
TOU-A-2-P	Winter	Generation - 2022 Vintage	Super Off-Peak	\$0.03839	+ \$0.0075

TOU-A-3-S	Summer	Generation - 2022 Vintage	On-Peak	\$0.31746	+ \$0.0075
TOU-A-3-S	Summer	Generation - 2022 Vintage	Off-Peak	\$0.17664	+ \$0.0075
TOU-A-3-S	Summer	Generation - 2022 Vintage	Super Off-Peak	\$0.05043	+ \$0.0075
TOU-A-3-S	Winter	Generation - 2022 Vintage	On-Peak	\$0.14766	+ \$0.0075
TOU-A-3-S	Winter	Generation - 2022 Vintage	Off-Peak	\$0.06416	+ \$0.0075
TOU-A-3-S	Winter	Generation - 2022 Vintage	Super Off-Peak	\$0.03868	+ \$0.0075

TOU-A-3-P	Summer	Generation - 2022 Vintage	On-Peak	\$0.31570	+ \$0.0075
TOU-A-3-P	Summer	Generation - 2022 Vintage	Off-Peak	\$0.17556	+ \$0.0075
TOU-A-3-P	Summer	Generation - 2022 Vintage	Super Off-Peak	\$0.04997	+ \$0.0075
TOU-A-3-P	Winter	Generation - 2022 Vintage	On-Peak	\$0.14677	+ \$0.0075
TOU-A-3-P	Winter	Generation - 2022 Vintage	Off-Peak	\$0.06369	+ \$0.0075
TOU-A-3-P	Winter	Generation - 2022 Vintage	Super Off-Peak	\$0.03839	+ \$0.0075

A-TC	Summer	Generation - 2022 Vintage	Total	\$0.07038	+ \$0.0075
A-TC	Winter	Generation - 2022 Vintage	Total	\$0.07038	+ \$0.0075

TOU-M	Summer	Generation - 2022 Vintage	On-Peak	\$0.44912	+ \$0.0075
TOU-M	Summer	Generation - 2022 Vintage	Off-Peak	\$0.12390	+ \$0.0075
TOU-M	Summer	Generation - 2022 Vintage	Super Off-Peak	\$0.05131	+ \$0.0075
TOU-M	Winter	Generation - 2022 Vintage	On-Peak	\$0.14721	+ \$0.0075
TOU-M	Winter	Generation - 2022 Vintage	Off-Peak	\$0.06375	+ \$0.0075
TOU-M	Winter	Generation - 2022 Vintage	Super Off-Peak	\$0.03834	+ \$0.0075

OL-TOU	Summer	Generation - 2022 Vintage	On-Peak	\$0.58078	+ \$0.0075
OL-TOU	Summer	Generation - 2022 Vintage	Off-Peak	\$0.16986	+ \$0.0075
OL-TOU	Summer	Generation - 2022 Vintage	Super Off-Peak	\$0.04797	+ \$0.0075
OL-TOU	Winter	Generation - 2022 Vintage	On-Peak	\$0.16093	+ \$0.0075
OL-TOU	Winter	Generation - 2022 Vintage	Off-Peak	\$0.06615	+ \$0.0075
OL-TOU	Winter	Generation - 2022 Vintage	Super Off-Peak	\$0.03866	+ \$0.0075

AL-TOU-S	Summer	Demand - 2022 Vintage	On-Peak	\$19.04	
AL-TOU-S	Summer	Generation - 2022 Vintage	On-Peak	\$0.21411	+ \$0.0075
AL-TOU-S	Summer	Generation - 2022 Vintage	Off-Peak	\$0.11188	+ \$0.0075
AL-TOU-S	Summer	Generation - 2022 Vintage	Super Off-Peak	\$0.07883	+ \$0.0075
AL-TOU-S	Winter	Generation - 2022 Vintage	On-Peak	\$0.22572	+ \$0.0075
AL-TOU-S	Winter	Generation - 2022 Vintage	Off-Peak	\$0.10248	+ \$0.0075
AL-TOU-S	Winter	Generation - 2022 Vintage	Super Off-Peak	\$0.06672	+ \$0.0075

AL-TOU-P	Summer	Demand - 2022 Vintage	On-Peak	\$18.94	
AL-TOU-P	Summer	Generation - 2022 Vintage	On-Peak	\$0.21280	+ \$0.0075
AL-TOU-P	Summer	Generation - 2022 Vintage	Off-Peak	\$0.11112	+ \$0.0075
AL-TOU-P	Summer	Generation - 2022 Vintage	Super Off-Peak	\$0.07838	+ \$0.0075
AL-TOU-P	Winter	Generation - 2022 Vintage	On-Peak	\$0.22444	+ \$0.0075
AL-TOU-P	Winter	Generation - 2022 Vintage	Off-Peak	\$0.10183	+ \$0.0075
AL-TOU-P	Winter	Generation - 2022 Vintage	Super Off-Peak	\$0.06632	+ \$0.0075

AL-TOU-T	Summer	Demand - 2022 Vintage	On-Peak	\$18.14	
AL-TOU-T	Summer	Generation - 2022 Vintage	On-Peak	\$0.20130	+ \$0.0075
AL-TOU-T	Summer	Generation - 2022 Vintage	Off-Peak	\$0.10405	+ \$0.0075
AL-TOU-T	Summer	Generation - 2022 Vintage	Super Off-Peak	\$0.07300	+ \$0.0075
AL-TOU-T	Winter	Generation - 2022 Vintage	On-Peak	\$0.21267	+ \$0.0075
AL-TOU-T	Winter	Generation - 2022 Vintage	Off-Peak	\$0.09540	+ \$0.0075
AL-TOU-T	Winter	Generation - 2022 Vintage	Super Off-Peak	\$0.06143	+ \$0.0075

AL-TOU-2-S	Summer	Demand - 2022 Vintage	On-Peak	\$32.95	
AL-TOU-2-S	Summer	Generation - 2022 Vintage	On-Peak	\$0.19041	+ \$0.0075
AL-TOU-2-S	Summer	Generation - 2022 Vintage	Off-Peak	\$0.09770	+ \$0.0075
AL-TOU-2-S	Summer	Generation - 2022 Vintage	Super Off-Peak	\$0.06621	+ \$0.0075
AL-TOU-2-S	Winter	Generation - 2022 Vintage	On-Peak	\$0.19923	+ \$0.0075
AL-TOU-2-S	Winter	Generation - 2022 Vintage	Off-Peak	\$0.08763	+ \$0.0075
AL-TOU-2-S	Winter	Generation - 2022 Vintage	Super Off-Peak	\$0.05524	+ \$0.0075

AL-TOU-2-P	Summer	Demand - 2022 Vintage	On-Peak	\$32.78	
AL-TOU-2-P	Summer	Generation - 2022 Vintage	On-Peak	\$0.18922	+ \$0.0075
AL-TOU-2-P	Summer	Generation - 2022 Vintage	Off-Peak	\$0.09699	+ \$0.0075
AL-TOU-2-P	Summer	Generation - 2022 Vintage	Super Off-Peak	\$0.06580	+ \$0.0075
AL-TOU-2-P	Winter	Generation - 2022 Vintage	On-Peak	\$0.19807	+ \$0.0075
AL-TOU-2-P	Winter	Generation - 2022 Vintage	Off-Peak	\$0.08704	+ \$0.0075
AL-TOU-2-P	Winter	Generation - 2022 Vintage	Super Off-Peak	\$0.05488	+ \$0.0075

AL-TOU-2-T	Summer	Demand - 2022 Vintage	On-Peak	\$31.37	
AL-TOU-2-T	Summer	Generation - 2022 Vintage	On-Peak	\$0.17873	+ \$0.0075
AL-TOU-2-T	Summer	Generation - 2022 Vintage	Off-Peak	\$0.09053	+ \$0.0075
AL-TOU-2-T	Summer	Generation - 2022 Vintage	Super Off-Peak	\$0.06094	+ \$0.0075
AL-TOU-2-T	Winter	Generation - 2022 Vintage	On-Peak	\$0.18741	+ \$0.0075
AL-TOU-2-T	Winter	Generation - 2022 Vintage	Off-Peak	\$0.08121	+ \$0.0075
AL-TOU-2-T	Winter	Generation - 2022 Vintage	Super Off-Peak	\$0.05045	+ \$0.0075

DG-R-S	Summer	Generation - 2022 Vintage	On-Peak	\$0.57771	+ \$0.0075
DG-R-S	Summer	Generation - 2022 Vintage	Off-Peak	\$0.17174	+ \$0.0075
DG-R-S	Summer	Generation - 2022 Vintage	Super Off-Peak	\$0.04803	+ \$0.0075
DG-R-S	Winter	Generation - 2022 Vintage	On-Peak	\$0.16096	+ \$0.0075
DG-R-S	Winter	Generation - 2022 Vintage	Off-Peak	\$0.06617	+ \$0.0075



DG-R-S	Winter	Generation - 2022 Vintage	Super Off-Peak	\$0.03866	+ \$0.0075
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DG-R-P	Summer	Generation - 2022 Vintage	On-Peak	\$0.57481	+ \$0.0075
DG-R-P	Summer	Generation - 2022 Vintage	Off-Peak	\$0.17074	+ \$0.0075
DG-R-P	Summer	Generation - 2022 Vintage	Super Off-Peak	\$0.04768	+ \$0.0075
DG-R-P	Winter	Generation - 2022 Vintage	On-Peak	\$0.15997	+ \$0.0075
DG-R-P	Winter	Generation - 2022 Vintage	Off-Peak	\$0.06567	+ \$0.0075
DG-R-P	Winter	Generation - 2022 Vintage	Super Off-Peak	\$0.03836	+ \$0.0075

DG-R-T	Summer	Generation - 2022 Vintage	On-Peak	\$0.54918	+ \$0.0075
DG-R-T	Summer	Generation - 2022 Vintage	Off-Peak	\$0.16151	+ \$0.0075
DG-R-T	Summer	Generation - 2022 Vintage	Super Off-Peak	\$0.04355	+ \$0.0075
DG-R-T	Winter	Generation - 2022 Vintage	On-Peak	\$0.15092	+ \$0.0075
DG-R-T	Winter	Generation - 2022 Vintage	Off-Peak	\$0.06072	+ \$0.0075
DG-R-T	Winter	Generation - 2022 Vintage	Super Off-Peak	\$0.03460	+ \$0.0075

A6-TOU-P	Summer	Demand - 2022 Vintage	Total	\$18.94	
A6-TOU-P	Summer	Generation - 2022 Vintage	On-Peak	\$0.21280	+ \$0.0075
A6-TOU-P	Summer	Generation - 2022 Vintage	Off-Peak	\$0.11112	+ \$0.0075
A6-TOU-P	Summer	Generation - 2022 Vintage	Super Off-Peak	\$0.07838	+ \$0.0075
A6-TOU-P	Winter	Generation - 2022 Vintage	On-Peak	\$0.22444	+ \$0.0075
A6-TOU-P	Winter	Generation - 2022 Vintage	Off-Peak	\$0.10183	+ \$0.0075
A6-TOU-P	Winter	Generation - 2022 Vintage	Super Off-Peak	\$0.06632	+ \$0.0075

A6-TOU-T	Summer	Demand - 2022 Vintage	Total	\$18.14	
A6-TOU-T	Summer	Generation - 2022 Vintage	On-Peak	\$0.20130	+ \$0.0075
A6-TOU-T	Summer	Generation - 2022 Vintage	Off-Peak	\$0.10405	+ \$0.0075
A6-TOU-T	Summer	Generation - 2022 Vintage	Super Off-Peak	\$0.07300	+ \$0.0075
A6-TOU-T	Winter	Generation - 2022 Vintage	On-Peak	\$0.21267	+ \$0.0075
A6-TOU-T	Winter	Generation - 2022 Vintage	Off-Peak	\$0.09540	+ \$0.0075
A6-TOU-T	Winter	Generation - 2022 Vintage	Super Off-Peak	\$0.06143	+ \$0.0075

TOU-PA-S	Summer	Generation - 2022 Vintage	On-Peak	\$0.32194	+ \$0.0075
TOU-PA-S	Summer	Generation - 2022 Vintage	Off-Peak	\$0.15903	+ \$0.0075
TOU-PA-S	Winter	Generation - 2022 Vintage	On-Peak	\$0.14664	+ \$0.0075
TOU-PA-S	Winter	Generation - 2022 Vintage	Off-Peak	\$0.05010	+ \$0.0075

TOU-PA-P	Summer	Generation - 2022 Vintage	On-Peak	\$0.32013	+ \$0.0075
TOU-PA-P	Summer	Generation - 2022 Vintage	Off-Peak	\$0.15802	+ \$0.0075
TOU-PA-P	Winter	Generation - 2022 Vintage	On-Peak	\$0.14574	+ \$0.0075
TOU-PA-P	Winter	Generation - 2022 Vintage	Off-Peak	\$0.04976	+ \$0.0075

TOU-PA-2-S	Summer	Demand - 2022 Vintage	On-Peak	\$16.88	
TOU-PA-2-S	Summer	Generation - 2022 Vintage	On-Peak	\$0.19736	+ \$0.0075
TOU-PA-2-S	Summer	Generation - 2022 Vintage	Off-Peak	\$0.11022	+ \$0.0075
TOU-PA-2-S	Summer	Generation - 2022 Vintage	Super Off-Peak	\$0.06010	+ \$0.0075
TOU-PA-2-S	Winter	Generation - 2022 Vintage	On-Peak	\$0.17180	+ \$0.0075
TOU-PA-2-S	Winter	Generation - 2022 Vintage	Off-Peak	\$0.07802	+ \$0.0075
TOU-PA-2-S	Winter	Generation - 2022 Vintage	Super Off-Peak	\$0.05077	+ \$0.0075

TOU-PA-2-P	Summer	Demand - 2022 Vintage	On-Peak	\$16.80	
TOU-PA-2-P	Summer	Generation - 2022 Vintage	On-Peak	\$0.19644	+ \$0.0075
TOU-PA-2-P	Summer	Generation - 2022 Vintage	Off-Peak	\$0.10969	+ \$0.0075
TOU-PA-2-P	Summer	Generation - 2022 Vintage	Super Off-Peak	\$0.05976	+ \$0.0075

TOU-PA-2-P	Winter	Generation - 2022 Vintage	On-Peak	\$0.17083	+ \$0.0075
TOU-PA-2-P	Winter	Generation - 2022 Vintage	Off-Peak	\$0.07752	+ \$0.0075
TOU-PA-2-P	Winter	Generation - 2022 Vintage	Super Off-Peak	\$0.05047	+ \$0.0075

TOU-PA-3-S <20kW	Summer	Generation - 2022 Vintage	On-Peak	\$0.37592	+ \$0.0075
TOU-PA-3-S <20kW	Summer	Generation - 2022 Vintage	Off-Peak	\$0.18431	+ \$0.0075
TOU-PA-3-S <20kW	Summer	Generation - 2022 Vintage	Super Off-Peak	\$0.06601	+ \$0.0075
TOU-PA-3-S <20kW	Winter	Generation - 2022 Vintage	On-Peak	\$0.13328	+ \$0.0075
TOU-PA-3-S <20kW	Winter	Generation - 2022 Vintage	Off-Peak	\$0.05641	+ \$0.0075
TOU-PA-3-S <20kW	Winter	Generation - 2022 Vintage	Super Off-Peak	\$0.03407	+ \$0.0075

TOU-PA-3-P <20kW	Summer	Generation - 2022 Vintage	On-Peak	\$0.37391	+ \$0.0075
TOU-PA-3-P <20kW	Summer	Generation - 2022 Vintage	Off-Peak	\$0.18322	+ \$0.0075
TOU-PA-3-P <20kW	Summer	Generation - 2022 Vintage	Super Off-Peak	\$0.06550	+ \$0.0075
TOU-PA-3-P <20kW	Winter	Generation - 2022 Vintage	On-Peak	\$0.13248	+ \$0.0075
TOU-PA-3-P <20kW	Winter	Generation - 2022 Vintage	Off-Peak	\$0.05600	+ \$0.0075
TOU-PA-3-P <20kW	Winter	Generation - 2022 Vintage	Super Off-Peak	\$0.03382	+ \$0.0075

TOU-PA-3-S >=20kW	Summer	Demand - 2022 Vintage	On-Peak	\$5.40	
TOU-PA-3-S >=20kW	Summer	Generation - 2022 Vintage	On-Peak	\$0.38325	+ \$0.0075
TOU-PA-3-S >=20kW	Summer	Generation - 2022 Vintage	Off-Peak	\$0.19339	+ \$0.0075
TOU-PA-3-S >=20kW	Summer	Generation - 2022 Vintage	Super Off-Peak	\$0.05558	+ \$0.0075
TOU-PA-3-S >=20kW	Winter	Generation - 2022 Vintage	On-Peak	\$0.12532	+ \$0.0075
TOU-PA-3-S >=20kW	Winter	Generation - 2022 Vintage	Off-Peak	\$0.05196	+ \$0.0075
TOU-PA-3-S >=20kW	Winter	Generation - 2022 Vintage	Super Off-Peak	\$0.03063	+ \$0.0075

TOU-PA-3-P >=20kW	Summer	Demand - 2022 Vintage	On-Peak	\$5.38	
TOU-PA-3-P >=20kW	Summer	Generation - 2022 Vintage	On-Peak	\$0.38143	+ \$0.0075
TOU-PA-3-P >=20kW	Summer	Generation - 2022 Vintage	Off-Peak	\$0.19244	+ \$0.0075
TOU-PA-3-P >=20kW	Summer	Generation - 2022 Vintage	Super Off-Peak	\$0.05511	+ \$0.0075
TOU-PA-3-P >=20kW	Winter	Generation - 2022 Vintage	On-Peak	\$0.12452	+ \$0.0075
TOU-PA-3-P >=20kW	Winter	Generation - 2022 Vintage	Off-Peak	\$0.05150	+ \$0.0075
TOU-PA-3-P >=20kW	Winter	Generation - 2022 Vintage	Super Off-Peak	\$0.03029	+ \$0.0075

PA-T-1-S	Summer	Demand - 2022 Vintage	On-Peak	\$9.78	
PA-T-1-S	Summer	Generation - 2022 Vintage	On-Peak	\$0.19070	+ \$0.0075
PA-T-1-S	Summer	Generation - 2022 Vintage	Off-Peak	\$0.10732	+ \$0.0075
PA-T-1-S	Summer	Generation - 2022 Vintage	Super Off-Peak	\$0.06690	+ \$0.0075
PA-T-1-S	Winter	Generation - 2022 Vintage	On-Peak	\$0.18629	+ \$0.0075
PA-T-1-S	Winter	Generation - 2022 Vintage	Off-Peak	\$0.08615	+ \$0.0075
PA-T-1-S	Winter	Generation - 2022 Vintage	Super Off-Peak	\$0.05705	+ \$0.0075

PA-T-1-P	Summer	Demand - 2022 Vintage	On-Peak	\$9.74	
PA-T-1-P	Summer	Generation - 2022 Vintage	On-Peak	\$0.18957	+ \$0.0075
PA-T-1-P	Summer	Generation - 2022 Vintage	Off-Peak	\$0.10663	+ \$0.0075
PA-T-1-P	Summer	Generation - 2022 Vintage	Super Off-Peak	\$0.06654	+ \$0.0075
PA-T-1-P	Winter	Generation - 2022 Vintage	On-Peak	\$0.18524	+ \$0.0075
PA-T-1-P	Winter	Generation - 2022 Vintage	Off-Peak	\$0.08563	+ \$0.0075
PA-T-1-P	Winter	Generation - 2022 Vintage	Super Off-Peak	\$0.05673	+ \$0.0075

PA-T-1-T	Summer	Demand - 2022 Vintage	On-Peak	\$9.32	
PA-T-1-T	Summer	Generation - 2022 Vintage	On-Peak	\$0.17961	+ \$0.0075
PA-T-1-T	Summer	Generation - 2022 Vintage	Off-Peak	\$0.10032	+ \$0.0075
PA-T-1-T	Summer	Generation - 2022 Vintage	Super Off-Peak	\$0.06217	+ \$0.0075

PA-T-1-T	Winter	Generation - 2022 Vintage	On-Peak	\$0.17567	+ \$0.0075
PA-T-1-T	Winter	Generation - 2022 Vintage	Off-Peak	\$0.08039	+ \$0.0075
PA-T-1-T	Winter	Generation - 2022 Vintage	Super Off-Peak	\$0.05276	+ \$0.0075
LS	All	Generation - 2022 Vintage	Total	\$0.08461	+ \$0.0075
OL-2	All	Generation - 2022 Vintage	Total	\$0.08461	+ \$0.0075
LS-2-AD	Summer	Generation - 2022 Vintage	On-Peak	\$0.32647	+ \$0.0075
LS-2-AD	Summer	Generation - 2022 Vintage	Off-Peak	\$0.18565	+ \$0.0075
LS-2-AD	Summer	Generation - 2022 Vintage	Super Off-Peak	\$0.05944	+ \$0.0075
LS-2-AD	Winter	Generation - 2022 Vintage	On-Peak	\$0.15667	+ \$0.0075
LS-2-AD	Winter	Generation - 2022 Vintage	Off-Peak	\$0.07317	+ \$0.0075
LS-2-AD	Winter	Generation - 2022 Vintage	Super Off-Peak	\$0.04769	+ \$0.0075
G-TOU-M	Summer	Generation - 2022 Vintage	On-Peak	\$0.20391	+ \$0.0075
G-TOU-M	Summer	Generation - 2022 Vintage	Semi-Peak	\$0.18811	+ \$0.0075
G-TOU-M	Summer	Generation - 2022 Vintage	Off-Peak	\$0.18611	+ \$0.0075
G-TOU-M	Winter	Generation - 2022 Vintage	On-Peak	\$0.19404	+ \$0.0075
G-TOU-M	Winter	Generation - 2022 Vintage	Semi-Peak	\$0.06861	+ \$0.0075
G-TOU-M	Winter	Generation - 2022 Vintage	Off-Peak	\$0.06700	+ \$0.0075
G-OL-TOU	Summer	Generation - 2022 Vintage	On-Peak	\$0.17404	+ \$0.0075
G-OL-TOU	Summer	Generation - 2022 Vintage	Semi-Peak	\$0.13817	+ \$0.0075
G-OL-TOU	Summer	Generation - 2022 Vintage	Off-Peak	\$0.11030	+ \$0.0075
G-OL-TOU	Winter	Generation - 2022 Vintage	On-Peak	\$0.32776	+ \$0.0075
G-OL-TOU	Winter	Generation - 2022 Vintage	Semi-Peak	\$0.12451	+ \$0.0075
G-OL-TOU	Winter	Generation - 2022 Vintage	Off-Peak	\$0.12449	+ \$0.0075
G-TOU-A-S	Summer	Generation - 2022 Vintage	On-Peak	\$0.36585	+ \$0.0075
G-TOU-A-S	Summer	Generation - 2022 Vintage	Semi-Peak	\$0.19028	+ \$0.0075
G-TOU-A-S	Summer	Generation - 2022 Vintage	Off-Peak	\$0.06302	+ \$0.0075
G-TOU-A-S	Winter	Generation - 2022 Vintage	On-Peak	\$0.19011	+ \$0.0075
G-TOU-A-S	Winter	Generation - 2022 Vintage	Semi-Peak	\$0.06690	+ \$0.0075
G-TOU-A-S	Winter	Generation - 2022 Vintage	Off-Peak	\$0.06524	+ \$0.0075
G-TOU-A-P	Summer	Generation - 2022 Vintage	On-Peak	\$0.36367	+ \$0.0075
G-TOU-A-P	Summer	Generation - 2022 Vintage	Semi-Peak	\$0.18904	+ \$0.0075
G-TOU-A-P	Summer	Generation - 2022 Vintage	Off-Peak	\$0.06245	+ \$0.0075
G-TOU-A-P	Winter	Generation - 2022 Vintage	On-Peak	\$0.18896	+ \$0.0075
G-TOU-A-P	Winter	Generation - 2022 Vintage	Semi-Peak	\$0.06640	+ \$0.0075
G-TOU-A-P	Winter	Generation - 2022 Vintage	Off-Peak	\$0.06476	+ \$0.0075
G-AL-TOU-S	Summer	Demand - 2022 Vintage	On-Peak	\$3.40	
G-AL-TOU-S	Summer	Generation - 2022 Vintage	On-Peak	\$0.10294	+ \$0.0075
G-AL-TOU-S	Summer	Generation - 2022 Vintage	Semi-Peak	\$0.10114	+ \$0.0075
G-AL-TOU-S	Summer	Generation - 2022 Vintage	Off-Peak	\$0.08145	+ \$0.0075
G-AL-TOU-S	Winter	Generation - 2022 Vintage	On-Peak	\$0.36830	+ \$0.0075
G-AL-TOU-S	Winter	Generation - 2022 Vintage	Semi-Peak	\$0.14351	+ \$0.0075
G-AL-TOU-S	Winter	Generation - 2022 Vintage	Off-Peak	\$0.14348	+ \$0.0075
G-AL-TOU-P	Summer	Demand - 2022 Vintage	On-Peak	\$3.39	
G-AL-TOU-P	Summer	Generation - 2022 Vintage	On-Peak	\$0.10211	+ \$0.0075
G-AL-TOU-P	Summer	Generation - 2022 Vintage	Semi-Peak	\$0.10034	+ \$0.0075

G-AL-TOU-P	Summer	Generation - 2022 Vintage	Off-Peak	\$0.08073	+ \$0.0075
G-AL-TOU-P	Winter	Generation - 2022 Vintage	On-Peak	\$0.36625	+ \$0.0075
G-AL-TOU-P	Winter	Generation - 2022 Vintage	Semi-Peak	\$0.14263	+ \$0.0075
G-AL-TOU-P	Winter	Generation - 2022 Vintage	Off-Peak	\$0.14260	+ \$0.0075

G-AL-TOU-T	Summer	Demand - 2022 Vintage	On-Peak	\$3.23	
G-AL-TOU-T	Summer	Generation - 2022 Vintage	On-Peak	\$0.09516	+ \$0.0075
G-AL-TOU-T	Summer	Generation - 2022 Vintage	Semi-Peak	\$0.09349	+ \$0.0075
G-AL-TOU-T	Summer	Generation - 2022 Vintage	Off-Peak	\$0.07472	+ \$0.0075
G-AL-TOU-T	Winter	Generation - 2022 Vintage	On-Peak	\$0.34820	+ \$0.0075
G-AL-TOU-T	Winter	Generation - 2022 Vintage	Semi-Peak	\$0.13441	+ \$0.0075
G-AL-TOU-T	Winter	Generation - 2022 Vintage	Off-Peak	\$0.13439	+ \$0.0075

G-DG-R-S	Summer	Generation - 2022 Vintage	On-Peak	\$0.17035	+ \$0.0075
G-DG-R-S	Summer	Generation - 2022 Vintage	Semi-Peak	\$0.14042	+ \$0.0075
G-DG-R-S	Summer	Generation - 2022 Vintage	Off-Peak	\$0.11036	+ \$0.0075
G-DG-R-S	Winter	Generation - 2022 Vintage	On-Peak	\$0.32780	+ \$0.0075
G-DG-R-S	Winter	Generation - 2022 Vintage	Semi-Peak	\$0.12453	+ \$0.0075
G-DG-R-S	Winter	Generation - 2022 Vintage	Off-Peak	\$0.12450	+ \$0.0075

G-DG-R-P	Summer	Generation - 2022 Vintage	On-Peak	\$0.16937	+ \$0.0075
G-DG-R-P	Summer	Generation - 2022 Vintage	Semi-Peak	\$0.13946	+ \$0.0075
G-DG-R-P	Summer	Generation - 2022 Vintage	Off-Peak	\$0.10950	+ \$0.0075
G-DG-R-P	Winter	Generation - 2022 Vintage	On-Peak	\$0.32595	+ \$0.0075
G-DG-R-P	Winter	Generation - 2022 Vintage	Semi-Peak	\$0.12374	+ \$0.0075
G-DG-R-P	Winter	Generation - 2022 Vintage	Off-Peak	\$0.12370	+ \$0.0075

G-DG-R-T	Summer	Generation - 2022 Vintage	On-Peak	\$0.16114	+ \$0.0075
G-DG-R-T	Summer	Generation - 2022 Vintage	Semi-Peak	\$0.13134	+ \$0.0075
G-DG-R-T	Summer	Generation - 2022 Vintage	Off-Peak	\$0.10220	+ \$0.0075
G-DG-R-T	Winter	Generation - 2022 Vintage	On-Peak	\$0.30963	+ \$0.0075
G-DG-R-T	Winter	Generation - 2022 Vintage	Semi-Peak	\$0.11631	+ \$0.0075
G-DG-R-T	Winter	Generation - 2022 Vintage	Off-Peak	\$0.11627	+ \$0.0075

G-A6-TOU-P	Summer	Demand - 2022 Vintage	Total	\$3.39	
G-A6-TOU-P	Summer	Generation - 2022 Vintage	On-Peak	\$0.10211	+ \$0.0075
G-A6-TOU-P	Summer	Generation - 2022 Vintage	Semi-Peak	\$0.10034	+ \$0.0075
G-A6-TOU-P	Summer	Generation - 2022 Vintage	Off-Peak	\$0.08073	+ \$0.0075
G-A6-TOU-P	Winter	Generation - 2022 Vintage	On-Peak	\$0.36625	+ \$0.0075
G-A6-TOU-P	Winter	Generation - 2022 Vintage	Semi-Peak	\$0.14263	+ \$0.0075
G-A6-TOU-P	Winter	Generation - 2022 Vintage	Off-Peak	\$0.14260	+ \$0.0075

G-A6-TOU-T	Summer	Demand - 2022 Vintage	Total	\$3.23	
G-A6-TOU-T	Summer	Generation - 2022 Vintage	On-Peak	\$0.09516	+ \$0.0075
G-A6-TOU-T	Summer	Generation - 2022 Vintage	Semi-Peak	\$0.09349	+ \$0.0075
G-A6-TOU-T	Summer	Generation - 2022 Vintage	Off-Peak	\$0.07472	+ \$0.0075
G-A6-TOU-T	Winter	Generation - 2022 Vintage	On-Peak	\$0.34820	+ \$0.0075
G-A6-TOU-T	Winter	Generation - 2022 Vintage	Semi-Peak	\$0.13441	+ \$0.0075
G-A6-TOU-T	Winter	Generation - 2022 Vintage	Off-Peak	\$0.13439	+ \$0.0075

G-PA-T-1-S	Summer	Demand - 2022 Vintage	On-Peak	\$2.73	
G-PA-T-1-S	Summer	Generation - 2022 Vintage	On-Peak	\$0.09603	+ \$0.0075
G-PA-T-1-S	Summer	Generation - 2022 Vintage	Semi-Peak	\$0.09382	+ \$0.0075
G-PA-T-1-S	Summer	Generation - 2022 Vintage	Off-Peak	\$0.05568	+ \$0.0075

G-PA-T-1-S	Winter	Generation - 2022 Vintage	On-Peak	\$0.24388	+ \$0.0075
G-PA-T-1-S	Winter	Generation - 2022 Vintage	Semi-Peak	\$0.09221	+ \$0.0075
G-PA-T-1-S	Winter	Generation - 2022 Vintage	Off-Peak	\$0.09212	+ \$0.0075

G-PA-T-1-P	Summer	Demand - 2022 Vintage	On-Peak	\$2.71	
G-PA-T-1-P	Summer	Generation - 2022 Vintage	On-Peak	\$0.08995	+ \$0.0075
G-PA-T-1-P	Summer	Generation - 2022 Vintage	Semi-Peak	\$0.08777	+ \$0.0075
G-PA-T-1-P	Summer	Generation - 2022 Vintage	Off-Peak	\$0.04981	+ \$0.0075
G-PA-T-1-P	Winter	Generation - 2022 Vintage	On-Peak	\$0.24250	+ \$0.0075
G-PA-T-1-P	Winter	Generation - 2022 Vintage	Semi-Peak	\$0.09162	+ \$0.0075
G-PA-T-1-P	Winter	Generation - 2022 Vintage	Off-Peak	\$0.09154	+ \$0.0075

G-PA-T-1-T	Summer	Demand - 2022 Vintage	On-Peak	\$2.60	
G-PA-T-1-T	Summer	Generation - 2022 Vintage	On-Peak	\$0.08923	+ \$0.0075
G-PA-T-1-T	Summer	Generation - 2022 Vintage	Semi-Peak	\$0.08721	+ \$0.0075
G-PA-T-1-T	Summer	Generation - 2022 Vintage	Off-Peak	\$0.05087	+ \$0.0075
G-PA-T-1-T	Winter	Generation - 2022 Vintage	On-Peak	\$0.24087	+ \$0.0075
G-PA-T-1-T	Winter	Generation - 2022 Vintage	Semi-Peak	\$0.09090	+ \$0.0075
G-PA-T-1-T	Winter	Generation - 2022 Vintage	Off-Peak	\$0.09082	+ \$0.0075

G-TOU-PA-S < 20kW	Summer	Generation - 2022 Vintage	On-Peak	\$0.36355	+ \$0.0075
G-TOU-PA-S < 20kW	Summer	Generation - 2022 Vintage	Semi-Peak	\$0.13998	+ \$0.0075
G-TOU-PA-S < 20kW	Summer	Generation - 2022 Vintage	Off-Peak	\$0.06283	+ \$0.0075
G-TOU-PA-S < 20kW	Winter	Generation - 2022 Vintage	On-Peak	\$0.13560	+ \$0.0075
G-TOU-PA-S < 20kW	Winter	Generation - 2022 Vintage	Semi-Peak	\$0.04141	+ \$0.0075
G-TOU-PA-S < 20kW	Winter	Generation - 2022 Vintage	Off-Peak	\$0.04135	+ \$0.0075

G-TOU-PA-P < 20kW	Summer	Generation - 2022 Vintage	On-Peak	\$0.36142	+ \$0.0075
G-TOU-PA-P < 20kW	Summer	Generation - 2022 Vintage	Semi-Peak	\$0.13903	+ \$0.0075
G-TOU-PA-P < 20kW	Summer	Generation - 2022 Vintage	Off-Peak	\$0.06228	+ \$0.0075
G-TOU-PA-P < 20kW	Winter	Generation - 2022 Vintage	On-Peak	\$0.13467	+ \$0.0075
G-TOU-PA-P < 20kW	Winter	Generation - 2022 Vintage	Semi-Peak	\$0.04098	+ \$0.0075
G-TOU-PA-P < 20kW	Winter	Generation - 2022 Vintage	Off-Peak	\$0.04091	+ \$0.0075

G-TOU-PA-S >= 20kW	Summer	Demand - 2022 Vintage	On-Peak	\$3.05	
G-TOU-PA-S >= 20kW	Summer	Generation - 2022 Vintage	On-Peak	\$0.11049	+ \$0.0075
G-TOU-PA-S >= 20kW	Summer	Generation - 2022 Vintage	Semi-Peak	\$0.09995	+ \$0.0075
G-TOU-PA-S >= 20kW	Summer	Generation - 2022 Vintage	Off-Peak	\$0.06030	+ \$0.0075
G-TOU-PA-S >= 20kW	Winter	Generation - 2022 Vintage	On-Peak	\$0.26711	+ \$0.0075
G-TOU-PA-S >= 20kW	Winter	Generation - 2022 Vintage	Semi-Peak	\$0.10306	+ \$0.0075
G-TOU-PA-S >= 20kW	Winter	Generation - 2022 Vintage	Off-Peak	\$0.10300	+ \$0.0075

G-TOU-PA-P >= 20kW	Summer	Demand - 2022 Vintage	On-Peak	\$3.04	
G-TOU-PA-P >= 20kW	Summer	Generation - 2022 Vintage	On-Peak	\$0.10994	+ \$0.0075
G-TOU-PA-P >= 20kW	Summer	Generation - 2022 Vintage	Semi-Peak	\$0.09940	+ \$0.0075
G-TOU-PA-P >= 20kW	Summer	Generation - 2022 Vintage	Off-Peak	\$0.05992	+ \$0.0075
G-TOU-PA-P >= 20kW	Winter	Generation - 2022 Vintage	On-Peak	\$0.26562	+ \$0.0075
G-TOU-PA-P >= 20kW	Winter	Generation - 2022 Vintage	Semi-Peak	\$0.10243	+ \$0.0075
G-TOU-PA-P >= 20kW	Winter	Generation - 2022 Vintage	Off-Peak	\$0.10236	+ \$0.0075

EV-HP-S	Summer	Demand - 2022 Vintage	On-Peak	\$5.75	
EV-HP-S	Summer	Generation - 2022 Vintage	On-Peak	\$0.08289	+ \$0.0075
EV-HP-S	Summer	Generation - 2022 Vintage	Off-Peak	\$0.04962	+ \$0.0075
EV-HP-S	Summer	Generation - 2022 Vintage	Super Off-Peak	\$0.04413	+ \$0.0075

EV-HP-S	Winter	Generation - 2022 Vintage	On-Peak	\$0.09263	+ \$0.0075
EV-HP-S	Winter	Generation - 2022 Vintage	Off-Peak	\$0.05194	+ \$0.0075
EV-HP-S	Winter	Generation - 2022 Vintage	Super Off-Peak	\$0.04013	+ \$0.0075

EV-HP-P	Summer	Demand - 2022 Vintage	On-Peak	\$5.72	
EV-HP-P	Summer	Generation - 2022 Vintage	On-Peak	\$0.08248	+ \$0.0075
EV-HP-P	Summer	Generation - 2022 Vintage	Off-Peak	\$0.04939	+ \$0.0075
EV-HP-P	Summer	Generation - 2022 Vintage	Super Off-Peak	\$0.04398	+ \$0.0075
EV-HP-P	Winter	Generation - 2022 Vintage	On-Peak	\$0.09221	+ \$0.0075
EV-HP-P	Winter	Generation - 2022 Vintage	Off-Peak	\$0.05173	+ \$0.0075
EV-HP-P	Winter	Generation - 2022 Vintage	Super Off-Peak	\$0.04000	+ \$0.0075

*\*Power100 cost = (Usage\*PowerOn Rate) + (Usage\*Power100 Adder)*

*Generation is assessed at \$/kWh*

*Demand is assessed at \$/kW*



Option 2 - 5% Less Expensive than San Diego Gas & Electric (SDG&E)

CCA Rate Name	Season	Charge Type	Time of Use Period	PowerOn (\$/kWh)	Power100 (\$/kWh)
DR	Summer	Generation - 2020 Vintage	Total	\$0.28935	+ \$0.0075
DR	Winter	Generation - 2020 Vintage	Total	\$0.11977	+ \$0.0075
DR-LI-MB	Summer	Generation - 2020 Vintage	Total	\$0.28935	+ \$0.0075
DR-LI-MB	Winter	Generation - 2020 Vintage	Total	\$0.11977	+ \$0.0075
E-LI-TOU	Summer	Generation - 2020 Vintage	Total	\$0.12154	+ \$0.0075
E-LI-TOU	Winter	Generation - 2020 Vintage	Total	\$0.11663	+ \$0.0075
E-LI-NR	Summer	Generation - 2020 Vintage	Total	\$0.12950	+ \$0.0075
E-LI-NR	Winter	Generation - 2020 Vintage	Total	\$0.12577	+ \$0.0075
DR-SES	Summer	Generation - 2020 Vintage	On-Peak	\$0.49952	+ \$0.0075
DR-SES	Summer	Generation - 2020 Vintage	Off-Peak	\$0.18492	+ \$0.0075
DR-SES	Summer	Generation - 2020 Vintage	Super Off-Peak	\$0.08787	+ \$0.0075
DR-SES	Winter	Generation - 2020 Vintage	On-Peak	\$0.21328	+ \$0.0075
DR-SES	Winter	Generation - 2020 Vintage	Off-Peak	\$0.15342	+ \$0.0075
DR-SES	Winter	Generation - 2020 Vintage	Super Off-Peak	\$0.08006	+ \$0.0075
EV-TOU	Summer	Generation - 2020 Vintage	On-Peak	\$0.49952	+ \$0.0075
EV-TOU	Summer	Generation - 2020 Vintage	Off-Peak	\$0.18492	+ \$0.0075
EV-TOU	Summer	Generation - 2020 Vintage	Super Off-Peak	\$0.08787	+ \$0.0075
EV-TOU	Winter	Generation - 2020 Vintage	On-Peak	\$0.21328	+ \$0.0075
EV-TOU	Winter	Generation - 2020 Vintage	Off-Peak	\$0.15342	+ \$0.0075
EV-TOU	Winter	Generation - 2020 Vintage	Super Off-Peak	\$0.08006	+ \$0.0075
EV-TOU-2	Summer	Generation - 2020 Vintage	On-Peak	\$0.49952	+ \$0.0075
EV-TOU-2	Summer	Generation - 2020 Vintage	Off-Peak	\$0.18492	+ \$0.0075
EV-TOU-2	Summer	Generation - 2020 Vintage	Super Off-Peak	\$0.08787	+ \$0.0075
EV-TOU-2	Winter	Generation - 2020 Vintage	On-Peak	\$0.21328	+ \$0.0075
EV-TOU-2	Winter	Generation - 2020 Vintage	Off-Peak	\$0.15342	+ \$0.0075
EV-TOU-2	Winter	Generation - 2020 Vintage	Super Off-Peak	\$0.08006	+ \$0.0075
EV-TOU-5	Summer	Generation - 2020 Vintage	On-Peak	\$0.49952	+ \$0.0075
EV-TOU-5	Summer	Generation - 2020 Vintage	Off-Peak	\$0.18492	+ \$0.0075
EV-TOU-5	Summer	Generation - 2020 Vintage	Super Off-Peak	\$0.08787	+ \$0.0075
EV-TOU-5	Winter	Generation - 2020 Vintage	On-Peak	\$0.21328	+ \$0.0075
EV-TOU-5	Winter	Generation - 2020 Vintage	Off-Peak	\$0.15342	+ \$0.0075
EV-TOU-5	Winter	Generation - 2020 Vintage	Super Off-Peak	\$0.08006	+ \$0.0075
TOU-DR-1	Summer	Generation - 2020 Vintage	On-Peak	\$0.53686	+ \$0.0075
TOU-DR-1	Summer	Generation - 2020 Vintage	Off-Peak	\$0.24249	+ \$0.0075
TOU-DR-1	Summer	Generation - 2020 Vintage	Super Off-Peak	\$0.08787	+ \$0.0075

TOU-DR-1	Winter	Generation - 2020 Vintage	On-Peak	\$0.18248	+ \$0.0075
TOU-DR-1	Winter	Generation - 2020 Vintage	Off-Peak	\$0.10310	+ \$0.0075
TOU-DR-1	Winter	Generation - 2020 Vintage	Super Off-Peak	\$0.08006	+ \$0.0075

TOU-DR-2	Summer	Generation - 2020 Vintage	On-Peak	\$0.53686	+ \$0.0075
TOU-DR-2	Summer	Generation - 2020 Vintage	Off-Peak	\$0.17873	+ \$0.0075
TOU-DR-2	Winter	Generation - 2020 Vintage	On-Peak	\$0.18248	+ \$0.0075
TOU-DR-2	Winter	Generation - 2020 Vintage	Off-Peak	\$0.09250	+ \$0.0075

TOU-DR	Summer	Generation - 2020 Vintage	On-Peak	\$0.37934	+ \$0.0075
TOU-DR	Summer	Generation - 2020 Vintage	Off-Peak	\$0.28876	+ \$0.0075
TOU-DR	Summer	Generation - 2020 Vintage	Super Off-Peak	\$0.19057	+ \$0.0075
TOU-DR	Winter	Generation - 2020 Vintage	On-Peak	\$0.18211	+ \$0.0075
TOU-DR	Winter	Generation - 2020 Vintage	Off-Peak	\$0.10289	+ \$0.0075
TOU-DR	Winter	Generation - 2020 Vintage	Super Off-Peak	\$0.07991	+ \$0.0075

TOU-A-S	Summer	Generation - 2020 Vintage	On-Peak	\$0.36196	+ \$0.0075
TOU-A-S	Summer	Generation - 2020 Vintage	Off-Peak	\$0.19438	+ \$0.0075
TOU-A-S	Winter	Generation - 2020 Vintage	On-Peak	\$0.20491	+ \$0.0075
TOU-A-S	Winter	Generation - 2020 Vintage	Off-Peak	\$0.10436	+ \$0.0075

TOU-A-P	Summer	Generation - 2020 Vintage	On-Peak	\$0.36015	+ \$0.0075
TOU-A-P	Summer	Generation - 2020 Vintage	Off-Peak	\$0.19341	+ \$0.0075
TOU-A-P	Winter	Generation - 2020 Vintage	On-Peak	\$0.20394	+ \$0.0075
TOU-A-P	Winter	Generation - 2020 Vintage	Off-Peak	\$0.10396	+ \$0.0075

TOU-A-2-S	Summer	Generation - 2020 Vintage	On-Peak	\$0.47476	+ \$0.0075
TOU-A-2-S	Summer	Generation - 2020 Vintage	Off-Peak	\$0.16821	+ \$0.0075
TOU-A-2-S	Summer	Generation - 2020 Vintage	Super Off-Peak	\$0.09568	+ \$0.0075
TOU-A-2-S	Winter	Generation - 2020 Vintage	On-Peak	\$0.19214	+ \$0.0075
TOU-A-2-S	Winter	Generation - 2020 Vintage	Off-Peak	\$0.11038	+ \$0.0075
TOU-A-2-S	Winter	Generation - 2020 Vintage	Super Off-Peak	\$0.08542	+ \$0.0075

TOU-A-2-P	Summer	Generation - 2020 Vintage	On-Peak	\$0.47246	+ \$0.0075
TOU-A-2-P	Summer	Generation - 2020 Vintage	Off-Peak	\$0.16744	+ \$0.0075
TOU-A-2-P	Summer	Generation - 2020 Vintage	Super Off-Peak	\$0.09536	+ \$0.0075
TOU-A-2-P	Winter	Generation - 2020 Vintage	On-Peak	\$0.19126	+ \$0.0075
TOU-A-2-P	Winter	Generation - 2020 Vintage	Off-Peak	\$0.10992	+ \$0.0075
TOU-A-2-P	Winter	Generation - 2020 Vintage	Super Off-Peak	\$0.08514	+ \$0.0075

TOU-A-3-S	Summer	Generation - 2020 Vintage	On-Peak	\$0.35840	+ \$0.0075
TOU-A-3-S	Summer	Generation - 2020 Vintage	Off-Peak	\$0.22051	+ \$0.0075
TOU-A-3-S	Summer	Generation - 2020 Vintage	Super Off-Peak	\$0.09693	+ \$0.0075
TOU-A-3-S	Winter	Generation - 2020 Vintage	On-Peak	\$0.19214	+ \$0.0075
TOU-A-3-S	Winter	Generation - 2020 Vintage	Off-Peak	\$0.11038	+ \$0.0075
TOU-A-3-S	Winter	Generation - 2020 Vintage	Super Off-Peak	\$0.08542	+ \$0.0075

TOU-A-3-P	Summer	Generation - 2020 Vintage	On-Peak	\$0.35667	+ \$0.0075
TOU-A-3-P	Summer	Generation - 2020 Vintage	Off-Peak	\$0.21946	+ \$0.0075
TOU-A-3-P	Summer	Generation - 2020 Vintage	Super Off-Peak	\$0.09648	+ \$0.0075
TOU-A-3-P	Winter	Generation - 2020 Vintage	On-Peak	\$0.19126	+ \$0.0075
TOU-A-3-P	Winter	Generation - 2020 Vintage	Off-Peak	\$0.10992	+ \$0.0075
TOU-A-3-P	Winter	Generation - 2020 Vintage	Super Off-Peak	\$0.08514	+ \$0.0075



A-TC	Summer	Generation - 2020 Vintage	Total	\$0.11646	+ \$0.0075
A-TC	Winter	Generation - 2020 Vintage	Total	\$0.11646	+ \$0.0075

TOU-M	Summer	Generation - 2020 Vintage	On-Peak	\$0.48731	+ \$0.0075
TOU-M	Summer	Generation - 2020 Vintage	Off-Peak	\$0.16887	+ \$0.0075
TOU-M	Summer	Generation - 2020 Vintage	Super Off-Peak	\$0.09779	+ \$0.0075
TOU-M	Winter	Generation - 2020 Vintage	On-Peak	\$0.19170	+ \$0.0075
TOU-M	Winter	Generation - 2020 Vintage	Off-Peak	\$0.10997	+ \$0.0075
TOU-M	Winter	Generation - 2020 Vintage	Super Off-Peak	\$0.08510	+ \$0.0075

OL-TOU	Summer	Generation - 2020 Vintage	On-Peak	\$0.62397	+ \$0.0075
OL-TOU	Summer	Generation - 2020 Vintage	Off-Peak	\$0.22163	+ \$0.0075
OL-TOU	Summer	Generation - 2020 Vintage	Super Off-Peak	\$0.10227	+ \$0.0075
OL-TOU	Winter	Generation - 2020 Vintage	On-Peak	\$0.21288	+ \$0.0075
OL-TOU	Winter	Generation - 2020 Vintage	Off-Peak	\$0.12008	+ \$0.0075
OL-TOU	Winter	Generation - 2020 Vintage	Super Off-Peak	\$0.09316	+ \$0.0075

AL-TOU-S	Summer	Demand - 2020 Vintage	On-Peak	\$18.64	
AL-TOU-S	Summer	Generation - 2020 Vintage	On-Peak	\$0.26495	+ \$0.0075
AL-TOU-S	Summer	Generation - 2020 Vintage	Off-Peak	\$0.16486	+ \$0.0075
AL-TOU-S	Summer	Generation - 2020 Vintage	Super Off-Peak	\$0.13250	+ \$0.0075
AL-TOU-S	Winter	Generation - 2020 Vintage	On-Peak	\$0.27632	+ \$0.0075
AL-TOU-S	Winter	Generation - 2020 Vintage	Off-Peak	\$0.15565	+ \$0.0075
AL-TOU-S	Winter	Generation - 2020 Vintage	Super Off-Peak	\$0.12063	+ \$0.0075

AL-TOU-P	Summer	Demand - 2020 Vintage	On-Peak	\$18.55	
AL-TOU-P	Summer	Generation - 2020 Vintage	On-Peak	\$0.26367	+ \$0.0075
AL-TOU-P	Summer	Generation - 2020 Vintage	Off-Peak	\$0.16411	+ \$0.0075
AL-TOU-P	Summer	Generation - 2020 Vintage	Super Off-Peak	\$0.13205	+ \$0.0075
AL-TOU-P	Winter	Generation - 2020 Vintage	On-Peak	\$0.27506	+ \$0.0075
AL-TOU-P	Winter	Generation - 2020 Vintage	Off-Peak	\$0.15502	+ \$0.0075
AL-TOU-P	Winter	Generation - 2020 Vintage	Super Off-Peak	\$0.12024	+ \$0.0075

AL-TOU-T	Summer	Demand - 2020 Vintage	On-Peak	\$17.76	
AL-TOU-T	Summer	Generation - 2020 Vintage	On-Peak	\$0.25241	+ \$0.0075
AL-TOU-T	Summer	Generation - 2020 Vintage	Off-Peak	\$0.15719	+ \$0.0075
AL-TOU-T	Summer	Generation - 2020 Vintage	Super Off-Peak	\$0.12679	+ \$0.0075
AL-TOU-T	Winter	Generation - 2020 Vintage	On-Peak	\$0.26354	+ \$0.0075
AL-TOU-T	Winter	Generation - 2020 Vintage	Off-Peak	\$0.14871	+ \$0.0075
AL-TOU-T	Winter	Generation - 2020 Vintage	Super Off-Peak	\$0.11546	+ \$0.0075

AL-TOU-2-S	Summer	Demand - 2020 Vintage	On-Peak	\$32.26	
AL-TOU-2-S	Summer	Generation - 2020 Vintage	On-Peak	\$0.24174	+ \$0.0075
AL-TOU-2-S	Summer	Generation - 2020 Vintage	Off-Peak	\$0.15097	+ \$0.0075
AL-TOU-2-S	Summer	Generation - 2020 Vintage	Super Off-Peak	\$0.12014	+ \$0.0075
AL-TOU-2-S	Winter	Generation - 2020 Vintage	On-Peak	\$0.25038	+ \$0.0075
AL-TOU-2-S	Winter	Generation - 2020 Vintage	Off-Peak	\$0.14111	+ \$0.0075
AL-TOU-2-S	Winter	Generation - 2020 Vintage	Super Off-Peak	\$0.10939	+ \$0.0075

AL-TOU-2-P	Summer	Demand - 2020 Vintage	On-Peak	\$32.10	
AL-TOU-2-P	Summer	Generation - 2020 Vintage	On-Peak	\$0.24058	+ \$0.0075
AL-TOU-2-P	Summer	Generation - 2020 Vintage	Off-Peak	\$0.15027	+ \$0.0075
AL-TOU-2-P	Summer	Generation - 2020 Vintage	Super Off-Peak	\$0.11973	+ \$0.0075
AL-TOU-2-P	Winter	Generation - 2020 Vintage	On-Peak	\$0.24925	+ \$0.0075

AL-TOU-2-P	Winter	Generation - 2020 Vintage	Off-Peak	\$0.14053	+ \$0.0075
AL-TOU-2-P	Winter	Generation - 2020 Vintage	Super Off-Peak	\$0.10905	+ \$0.0075

AL-TOU-2-T	Summer	Demand - 2020 Vintage	On-Peak	\$30.72	
AL-TOU-2-T	Summer	Generation - 2020 Vintage	On-Peak	\$0.23031	+ \$0.0075
AL-TOU-2-T	Summer	Generation - 2020 Vintage	Off-Peak	\$0.14395	+ \$0.0075
AL-TOU-2-T	Summer	Generation - 2020 Vintage	Super Off-Peak	\$0.11497	+ \$0.0075
AL-TOU-2-T	Winter	Generation - 2020 Vintage	On-Peak	\$0.23880	+ \$0.0075
AL-TOU-2-T	Winter	Generation - 2020 Vintage	Off-Peak	\$0.13482	+ \$0.0075
AL-TOU-2-T	Winter	Generation - 2020 Vintage	Super Off-Peak	\$0.10471	+ \$0.0075

DG-R-S	Summer	Generation - 2020 Vintage	On-Peak	\$0.62097	+ \$0.0075
DG-R-S	Summer	Generation - 2020 Vintage	Off-Peak	\$0.22347	+ \$0.0075
DG-R-S	Summer	Generation - 2020 Vintage	Super Off-Peak	\$0.10233	+ \$0.0075
DG-R-S	Winter	Generation - 2020 Vintage	On-Peak	\$0.21291	+ \$0.0075
DG-R-S	Winter	Generation - 2020 Vintage	Off-Peak	\$0.12010	+ \$0.0075
DG-R-S	Winter	Generation - 2020 Vintage	Super Off-Peak	\$0.09317	+ \$0.0075

DG-R-P	Summer	Generation - 2020 Vintage	On-Peak	\$0.61813	+ \$0.0075
DG-R-P	Summer	Generation - 2020 Vintage	Off-Peak	\$0.22248	+ \$0.0075
DG-R-P	Summer	Generation - 2020 Vintage	Super Off-Peak	\$0.10199	+ \$0.0075
DG-R-P	Winter	Generation - 2020 Vintage	On-Peak	\$0.21195	+ \$0.0075
DG-R-P	Winter	Generation - 2020 Vintage	Off-Peak	\$0.11961	+ \$0.0075
DG-R-P	Winter	Generation - 2020 Vintage	Super Off-Peak	\$0.09286	+ \$0.0075

DG-R-T	Summer	Generation - 2020 Vintage	On-Peak	\$0.59303	+ \$0.0075
DG-R-T	Summer	Generation - 2020 Vintage	Off-Peak	\$0.21345	+ \$0.0075
DG-R-T	Summer	Generation - 2020 Vintage	Super Off-Peak	\$0.09795	+ \$0.0075
DG-R-T	Winter	Generation - 2020 Vintage	On-Peak	\$0.20308	+ \$0.0075
DG-R-T	Winter	Generation - 2020 Vintage	Off-Peak	\$0.11477	+ \$0.0075
DG-R-T	Winter	Generation - 2020 Vintage	Super Off-Peak	\$0.08918	+ \$0.0075

A6-TOU-P	Summer	Demand - 2020 Vintage	Total	\$18.55	
A6-TOU-P	Summer	Generation - 2020 Vintage	On-Peak	\$0.26367	+ \$0.0075
A6-TOU-P	Summer	Generation - 2020 Vintage	Off-Peak	\$0.16411	+ \$0.0075
A6-TOU-P	Summer	Generation - 2020 Vintage	Super Off-Peak	\$0.13205	+ \$0.0075
A6-TOU-P	Winter	Generation - 2020 Vintage	On-Peak	\$0.27506	+ \$0.0075
A6-TOU-P	Winter	Generation - 2020 Vintage	Off-Peak	\$0.15502	+ \$0.0075
A6-TOU-P	Winter	Generation - 2020 Vintage	Super Off-Peak	\$0.12024	+ \$0.0075

A6-TOU-T	Summer	Demand - 2020 Vintage	Total	\$17.76	
A6-TOU-T	Summer	Generation - 2020 Vintage	On-Peak	\$0.25241	+ \$0.0075
A6-TOU-T	Summer	Generation - 2020 Vintage	Off-Peak	\$0.15719	+ \$0.0075
A6-TOU-T	Summer	Generation - 2020 Vintage	Super Off-Peak	\$0.12679	+ \$0.0075
A6-TOU-T	Winter	Generation - 2020 Vintage	On-Peak	\$0.26354	+ \$0.0075
A6-TOU-T	Winter	Generation - 2020 Vintage	Off-Peak	\$0.14871	+ \$0.0075
A6-TOU-T	Winter	Generation - 2020 Vintage	Super Off-Peak	\$0.11546	+ \$0.0075

TOU-PA-S	Summer	Generation - 2020 Vintage	On-Peak	\$0.35701	+ \$0.0075
TOU-PA-S	Summer	Generation - 2020 Vintage	Off-Peak	\$0.19749	+ \$0.0075
TOU-PA-S	Winter	Generation - 2020 Vintage	On-Peak	\$0.18536	+ \$0.0075
TOU-PA-S	Winter	Generation - 2020 Vintage	Off-Peak	\$0.09083	+ \$0.0075

TOU-PA-P	Summer	Generation - 2020 Vintage	On-Peak	\$0.35523	+ \$0.0075
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TOU-PA-P	Summer	Generation - 2020 Vintage	Off-Peak	\$0.19650	+ \$0.0075
TOU-PA-P	Winter	Generation - 2020 Vintage	On-Peak	\$0.18448	+ \$0.0075
TOU-PA-P	Winter	Generation - 2020 Vintage	Off-Peak	\$0.09050	+ \$0.0075

TOU-PA-2-S	Summer	Demand - 2020 Vintage	On-Peak	\$16.53	
TOU-PA-2-S	Summer	Generation - 2020 Vintage	On-Peak	\$0.23503	+ \$0.0075
TOU-PA-2-S	Summer	Generation - 2020 Vintage	Off-Peak	\$0.14970	+ \$0.0075
TOU-PA-2-S	Summer	Generation - 2020 Vintage	Super Off-Peak	\$0.10063	+ \$0.0075
TOU-PA-2-S	Winter	Generation - 2020 Vintage	On-Peak	\$0.21000	+ \$0.0075
TOU-PA-2-S	Winter	Generation - 2020 Vintage	Off-Peak	\$0.11817	+ \$0.0075
TOU-PA-2-S	Winter	Generation - 2020 Vintage	Super Off-Peak	\$0.09149	+ \$0.0075

TOU-PA-2-P	Summer	Demand - 2020 Vintage	On-Peak	\$16.45	
TOU-PA-2-P	Summer	Generation - 2020 Vintage	On-Peak	\$0.23412	+ \$0.0075
TOU-PA-2-P	Summer	Generation - 2020 Vintage	Off-Peak	\$0.14918	+ \$0.0075
TOU-PA-2-P	Summer	Generation - 2020 Vintage	Super Off-Peak	\$0.10029	+ \$0.0075
TOU-PA-2-P	Winter	Generation - 2020 Vintage	On-Peak	\$0.20904	+ \$0.0075
TOU-PA-2-P	Winter	Generation - 2020 Vintage	Off-Peak	\$0.11768	+ \$0.0075
TOU-PA-2-P	Winter	Generation - 2020 Vintage	Super Off-Peak	\$0.09119	+ \$0.0075

TOU-PA-3-S <20kW	Summer	Generation - 2020 Vintage	On-Peak	\$0.40986	+ \$0.0075
TOU-PA-3-S <20kW	Summer	Generation - 2020 Vintage	Off-Peak	\$0.22225	+ \$0.0075
TOU-PA-3-S <20kW	Summer	Generation - 2020 Vintage	Super Off-Peak	\$0.10641	+ \$0.0075
TOU-PA-3-S <20kW	Winter	Generation - 2020 Vintage	On-Peak	\$0.17227	+ \$0.0075
TOU-PA-3-S <20kW	Winter	Generation - 2020 Vintage	Off-Peak	\$0.09701	+ \$0.0075
TOU-PA-3-S <20kW	Winter	Generation - 2020 Vintage	Super Off-Peak	\$0.07514	+ \$0.0075

TOU-PA-3-P <20kW	Summer	Generation - 2020 Vintage	On-Peak	\$0.40789	+ \$0.0075
TOU-PA-3-P <20kW	Summer	Generation - 2020 Vintage	Off-Peak	\$0.22117	+ \$0.0075
TOU-PA-3-P <20kW	Summer	Generation - 2020 Vintage	Super Off-Peak	\$0.10591	+ \$0.0075
TOU-PA-3-P <20kW	Winter	Generation - 2020 Vintage	On-Peak	\$0.17150	+ \$0.0075
TOU-PA-3-P <20kW	Winter	Generation - 2020 Vintage	Off-Peak	\$0.09661	+ \$0.0075
TOU-PA-3-P <20kW	Winter	Generation - 2020 Vintage	Super Off-Peak	\$0.07490	+ \$0.0075

TOU-PA-3-S >=20kW	Summer	Demand - 2020 Vintage	On-Peak	\$5.29	
TOU-PA-3-S >=20kW	Summer	Generation - 2020 Vintage	On-Peak	\$0.41704	+ \$0.0075
TOU-PA-3-S >=20kW	Summer	Generation - 2020 Vintage	Off-Peak	\$0.23114	+ \$0.0075
TOU-PA-3-S >=20kW	Summer	Generation - 2020 Vintage	Super Off-Peak	\$0.09620	+ \$0.0075
TOU-PA-3-S >=20kW	Winter	Generation - 2020 Vintage	On-Peak	\$0.16448	+ \$0.0075
TOU-PA-3-S >=20kW	Winter	Generation - 2020 Vintage	Off-Peak	\$0.09266	+ \$0.0075
TOU-PA-3-S >=20kW	Winter	Generation - 2020 Vintage	Super Off-Peak	\$0.07177	+ \$0.0075

TOU-PA-3-P >=20kW	Summer	Demand - 2020 Vintage	On-Peak	\$5.27	
TOU-PA-3-P >=20kW	Summer	Generation - 2020 Vintage	On-Peak	\$0.41525	+ \$0.0075
TOU-PA-3-P >=20kW	Summer	Generation - 2020 Vintage	Off-Peak	\$0.23021	+ \$0.0075
TOU-PA-3-P >=20kW	Summer	Generation - 2020 Vintage	Super Off-Peak	\$0.09574	+ \$0.0075
TOU-PA-3-P >=20kW	Winter	Generation - 2020 Vintage	On-Peak	\$0.16370	+ \$0.0075
TOU-PA-3-P >=20kW	Winter	Generation - 2020 Vintage	Off-Peak	\$0.09221	+ \$0.0075
TOU-PA-3-P >=20kW	Winter	Generation - 2020 Vintage	Super Off-Peak	\$0.07143	+ \$0.0075

PA-T-1-S	Summer	Demand - 2020 Vintage	On-Peak	\$9.58	
PA-T-1-S	Summer	Generation - 2020 Vintage	On-Peak	\$0.22850	+ \$0.0075
PA-T-1-S	Summer	Generation - 2020 Vintage	Off-Peak	\$0.14686	+ \$0.0075
PA-T-1-S	Summer	Generation - 2020 Vintage	Super Off-Peak	\$0.10729	+ \$0.0075

PA-T-1-S	Winter	Generation - 2020 Vintage	On-Peak	\$0.22418	+ \$0.0075
PA-T-1-S	Winter	Generation - 2020 Vintage	Off-Peak	\$0.12614	+ \$0.0075
PA-T-1-S	Winter	Generation - 2020 Vintage	Super Off-Peak	\$0.09764	+ \$0.0075

PA-T-1-P	Summer	Demand - 2020 Vintage	On-Peak	\$9.53	
PA-T-1-P	Summer	Generation - 2020 Vintage	On-Peak	\$0.22739	+ \$0.0075
PA-T-1-P	Summer	Generation - 2020 Vintage	Off-Peak	\$0.14619	+ \$0.0075
PA-T-1-P	Summer	Generation - 2020 Vintage	Super Off-Peak	\$0.10693	+ \$0.0075
PA-T-1-P	Winter	Generation - 2020 Vintage	On-Peak	\$0.22316	+ \$0.0075
PA-T-1-P	Winter	Generation - 2020 Vintage	Off-Peak	\$0.12562	+ \$0.0075
PA-T-1-P	Winter	Generation - 2020 Vintage	Super Off-Peak	\$0.09732	+ \$0.0075

PA-T-1-T	Summer	Demand - 2020 Vintage	On-Peak	\$9.13	
PA-T-1-T	Summer	Generation - 2020 Vintage	On-Peak	\$0.21764	+ \$0.0075
PA-T-1-T	Summer	Generation - 2020 Vintage	Off-Peak	\$0.14001	+ \$0.0075
PA-T-1-T	Summer	Generation - 2020 Vintage	Super Off-Peak	\$0.10265	+ \$0.0075
PA-T-1-T	Winter	Generation - 2020 Vintage	On-Peak	\$0.21378	+ \$0.0075
PA-T-1-T	Winter	Generation - 2020 Vintage	Off-Peak	\$0.12049	+ \$0.0075
PA-T-1-T	Winter	Generation - 2020 Vintage	Super Off-Peak	\$0.09344	+ \$0.0075

LS	All	Generation - 2020 Vintage	Total	\$0.12147	+ \$0.0075
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OL-2	All	Generation - 2020 Vintage	Total	\$0.12147	+ \$0.0075
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LS-2-AD	Summer	Generation - 2020 Vintage	On-Peak	\$0.35829	+ \$0.0075
LS-2-AD	Summer	Generation - 2020 Vintage	Off-Peak	\$0.22040	+ \$0.0075
LS-2-AD	Summer	Generation - 2020 Vintage	Super Off-Peak	\$0.09682	+ \$0.0075
LS-2-AD	Winter	Generation - 2020 Vintage	On-Peak	\$0.19203	+ \$0.0075
LS-2-AD	Winter	Generation - 2020 Vintage	Off-Peak	\$0.11027	+ \$0.0075
LS-2-AD	Winter	Generation - 2020 Vintage	Super Off-Peak	\$0.08531	+ \$0.0075

G-TOU-M	Summer	Generation - 2020 Vintage	On-Peak	\$0.24722	+ \$0.0075
G-TOU-M	Summer	Generation - 2020 Vintage	Semi-Peak	\$0.23174	+ \$0.0075
G-TOU-M	Summer	Generation - 2020 Vintage	Off-Peak	\$0.22979	+ \$0.0075
G-TOU-M	Winter	Generation - 2020 Vintage	On-Peak	\$0.23755	+ \$0.0075
G-TOU-M	Winter	Generation - 2020 Vintage	Semi-Peak	\$0.11473	+ \$0.0075
G-TOU-M	Winter	Generation - 2020 Vintage	Off-Peak	\$0.11316	+ \$0.0075

G-OL-TOU	Summer	Generation - 2020 Vintage	On-Peak	\$0.22572	+ \$0.0075
G-OL-TOU	Summer	Generation - 2020 Vintage	Semi-Peak	\$0.19060	+ \$0.0075
G-OL-TOU	Summer	Generation - 2020 Vintage	Off-Peak	\$0.16331	+ \$0.0075
G-OL-TOU	Winter	Generation - 2020 Vintage	On-Peak	\$0.37623	+ \$0.0075
G-OL-TOU	Winter	Generation - 2020 Vintage	Semi-Peak	\$0.17722	+ \$0.0075
G-OL-TOU	Winter	Generation - 2020 Vintage	Off-Peak	\$0.17720	+ \$0.0075

G-TOU-A-S	Summer	Generation - 2020 Vintage	On-Peak	\$0.40578	+ \$0.0075
G-TOU-A-S	Summer	Generation - 2020 Vintage	Semi-Peak	\$0.23387	+ \$0.0075
G-TOU-A-S	Summer	Generation - 2020 Vintage	Off-Peak	\$0.10926	+ \$0.0075
G-TOU-A-S	Winter	Generation - 2020 Vintage	On-Peak	\$0.23370	+ \$0.0075
G-TOU-A-S	Winter	Generation - 2020 Vintage	Semi-Peak	\$0.11306	+ \$0.0075
G-TOU-A-S	Winter	Generation - 2020 Vintage	Off-Peak	\$0.11144	+ \$0.0075

G-TOU-A-P	Summer	Generation - 2020 Vintage	On-Peak	\$0.40365	+ \$0.0075
G-TOU-A-P	Summer	Generation - 2020 Vintage	Semi-Peak	\$0.23265	+ \$0.0075

G-TOU-A-P	Summer	Generation - 2020 Vintage	Off-Peak	\$0.10871	+ \$0.0075
G-TOU-A-P	Winter	Generation - 2020 Vintage	On-Peak	\$0.23258	+ \$0.0075
G-TOU-A-P	Winter	Generation - 2020 Vintage	Semi-Peak	\$0.11257	+ \$0.0075
G-TOU-A-P	Winter	Generation - 2020 Vintage	Off-Peak	\$0.11096	+ \$0.0075

G-AL-TOU-S	Summer	Demand - 2020 Vintage	On-Peak	\$3.33	
G-AL-TOU-S	Summer	Generation - 2020 Vintage	On-Peak	\$0.15610	+ \$0.0075
G-AL-TOU-S	Summer	Generation - 2020 Vintage	Semi-Peak	\$0.15434	+ \$0.0075
G-AL-TOU-S	Summer	Generation - 2020 Vintage	Off-Peak	\$0.13506	+ \$0.0075
G-AL-TOU-S	Winter	Generation - 2020 Vintage	On-Peak	\$0.41592	+ \$0.0075
G-AL-TOU-S	Winter	Generation - 2020 Vintage	Semi-Peak	\$0.19582	+ \$0.0075
G-AL-TOU-S	Winter	Generation - 2020 Vintage	Off-Peak	\$0.19579	+ \$0.0075

G-AL-TOU-P	Summer	Demand - 2020 Vintage	On-Peak	\$3.32	
G-AL-TOU-P	Summer	Generation - 2020 Vintage	On-Peak	\$0.15529	+ \$0.0075
G-AL-TOU-P	Summer	Generation - 2020 Vintage	Semi-Peak	\$0.15355	+ \$0.0075
G-AL-TOU-P	Summer	Generation - 2020 Vintage	Off-Peak	\$0.13436	+ \$0.0075
G-AL-TOU-P	Winter	Generation - 2020 Vintage	On-Peak	\$0.41392	+ \$0.0075
G-AL-TOU-P	Winter	Generation - 2020 Vintage	Semi-Peak	\$0.19497	+ \$0.0075
G-AL-TOU-P	Winter	Generation - 2020 Vintage	Off-Peak	\$0.19493	+ \$0.0075

G-AL-TOU-T	Summer	Demand - 2020 Vintage	On-Peak	\$3.16	
G-AL-TOU-T	Summer	Generation - 2020 Vintage	On-Peak	\$0.14848	+ \$0.0075
G-AL-TOU-T	Summer	Generation - 2020 Vintage	Semi-Peak	\$0.14685	+ \$0.0075
G-AL-TOU-T	Summer	Generation - 2020 Vintage	Off-Peak	\$0.12847	+ \$0.0075
G-AL-TOU-T	Winter	Generation - 2020 Vintage	On-Peak	\$0.39625	+ \$0.0075
G-AL-TOU-T	Winter	Generation - 2020 Vintage	Semi-Peak	\$0.18692	+ \$0.0075
G-AL-TOU-T	Winter	Generation - 2020 Vintage	Off-Peak	\$0.18689	+ \$0.0075

G-DG-R-S	Summer	Generation - 2020 Vintage	On-Peak	\$0.22211	+ \$0.0075
G-DG-R-S	Summer	Generation - 2020 Vintage	Semi-Peak	\$0.19280	+ \$0.0075
G-DG-R-S	Summer	Generation - 2020 Vintage	Off-Peak	\$0.16336	+ \$0.0075
G-DG-R-S	Winter	Generation - 2020 Vintage	On-Peak	\$0.37627	+ \$0.0075
G-DG-R-S	Winter	Generation - 2020 Vintage	Semi-Peak	\$0.17724	+ \$0.0075
G-DG-R-S	Winter	Generation - 2020 Vintage	Off-Peak	\$0.17721	+ \$0.0075

G-DG-R-P	Summer	Generation - 2020 Vintage	On-Peak	\$0.22115	+ \$0.0075
G-DG-R-P	Summer	Generation - 2020 Vintage	Semi-Peak	\$0.19186	+ \$0.0075
G-DG-R-P	Summer	Generation - 2020 Vintage	Off-Peak	\$0.16252	+ \$0.0075
G-DG-R-P	Winter	Generation - 2020 Vintage	On-Peak	\$0.37446	+ \$0.0075
G-DG-R-P	Winter	Generation - 2020 Vintage	Semi-Peak	\$0.17647	+ \$0.0075
G-DG-R-P	Winter	Generation - 2020 Vintage	Off-Peak	\$0.17643	+ \$0.0075

G-DG-R-T	Summer	Generation - 2020 Vintage	On-Peak	\$0.21309	+ \$0.0075
G-DG-R-T	Summer	Generation - 2020 Vintage	Semi-Peak	\$0.18390	+ \$0.0075
G-DG-R-T	Summer	Generation - 2020 Vintage	Off-Peak	\$0.15537	+ \$0.0075
G-DG-R-T	Winter	Generation - 2020 Vintage	On-Peak	\$0.35848	+ \$0.0075
G-DG-R-T	Winter	Generation - 2020 Vintage	Semi-Peak	\$0.16919	+ \$0.0075
G-DG-R-T	Winter	Generation - 2020 Vintage	Off-Peak	\$0.16915	+ \$0.0075

G-A6-TOU-P	Summer	Demand - 2020 Vintage	Total	\$3.32	
G-A6-TOU-P	Summer	Generation - 2020 Vintage	On-Peak	\$0.15529	+ \$0.0075
G-A6-TOU-P	Summer	Generation - 2020 Vintage	Semi-Peak	\$0.15355	+ \$0.0075
G-A6-TOU-P	Summer	Generation - 2020 Vintage	Off-Peak	\$0.13436	+ \$0.0075

G-A6-TOU-P	Winter	Generation - 2020 Vintage	On-Peak	\$0.41392	+ \$0.0075
G-A6-TOU-P	Winter	Generation - 2020 Vintage	Semi-Peak	\$0.19497	+ \$0.0075
G-A6-TOU-P	Winter	Generation - 2020 Vintage	Off-Peak	\$0.19493	+ \$0.0075

G-A6-TOU-T	Summer	Demand - 2020 Vintage	Total	\$3.16	
G-A6-TOU-T	Summer	Generation - 2020 Vintage	On-Peak	\$0.14848	+ \$0.0075
G-A6-TOU-T	Summer	Generation - 2020 Vintage	Semi-Peak	\$0.14685	+ \$0.0075
G-A6-TOU-T	Summer	Generation - 2020 Vintage	Off-Peak	\$0.12847	+ \$0.0075
G-A6-TOU-T	Winter	Generation - 2020 Vintage	On-Peak	\$0.39625	+ \$0.0075
G-A6-TOU-T	Winter	Generation - 2020 Vintage	Semi-Peak	\$0.18692	+ \$0.0075
G-A6-TOU-T	Winter	Generation - 2020 Vintage	Off-Peak	\$0.18689	+ \$0.0075

G-PA-T-1-S	Summer	Demand - 2020 Vintage	On-Peak	\$2.68	
G-PA-T-1-S	Summer	Generation - 2020 Vintage	On-Peak	\$0.13581	+ \$0.0075
G-PA-T-1-S	Summer	Generation - 2020 Vintage	Semi-Peak	\$0.13364	+ \$0.0075
G-PA-T-1-S	Summer	Generation - 2020 Vintage	Off-Peak	\$0.09630	+ \$0.0075
G-PA-T-1-S	Winter	Generation - 2020 Vintage	On-Peak	\$0.28057	+ \$0.0075
G-PA-T-1-S	Winter	Generation - 2020 Vintage	Semi-Peak	\$0.13206	+ \$0.0075
G-PA-T-1-S	Winter	Generation - 2020 Vintage	Off-Peak	\$0.13198	+ \$0.0075

G-PA-T-1-P	Summer	Demand - 2020 Vintage	On-Peak	\$2.66	
G-PA-T-1-P	Summer	Generation - 2020 Vintage	On-Peak	\$0.12985	+ \$0.0075
G-PA-T-1-P	Summer	Generation - 2020 Vintage	Semi-Peak	\$0.12771	+ \$0.0075
G-PA-T-1-P	Summer	Generation - 2020 Vintage	Off-Peak	\$0.09055	+ \$0.0075
G-PA-T-1-P	Winter	Generation - 2020 Vintage	On-Peak	\$0.27922	+ \$0.0075
G-PA-T-1-P	Winter	Generation - 2020 Vintage	Semi-Peak	\$0.13149	+ \$0.0075
G-PA-T-1-P	Winter	Generation - 2020 Vintage	Off-Peak	\$0.13140	+ \$0.0075

G-PA-T-1-T	Summer	Demand - 2020 Vintage	On-Peak	\$2.55	
G-PA-T-1-T	Summer	Generation - 2020 Vintage	On-Peak	\$0.12915	+ \$0.0075
G-PA-T-1-T	Summer	Generation - 2020 Vintage	Semi-Peak	\$0.12717	+ \$0.0075
G-PA-T-1-T	Summer	Generation - 2020 Vintage	Off-Peak	\$0.09159	+ \$0.0075
G-PA-T-1-T	Winter	Generation - 2020 Vintage	On-Peak	\$0.27762	+ \$0.0075
G-PA-T-1-T	Winter	Generation - 2020 Vintage	Semi-Peak	\$0.13078	+ \$0.0075
G-PA-T-1-T	Winter	Generation - 2020 Vintage	Off-Peak	\$0.13070	+ \$0.0075

G-TOU-PA-S < 20kW	Summer	Generation - 2020 Vintage	On-Peak	\$0.39775	+ \$0.0075
G-TOU-PA-S < 20kW	Summer	Generation - 2020 Vintage	Semi-Peak	\$0.17884	+ \$0.0075
G-TOU-PA-S < 20kW	Summer	Generation - 2020 Vintage	Off-Peak	\$0.10330	+ \$0.0075
G-TOU-PA-S < 20kW	Winter	Generation - 2020 Vintage	On-Peak	\$0.17455	+ \$0.0075
G-TOU-PA-S < 20kW	Winter	Generation - 2020 Vintage	Semi-Peak	\$0.08233	+ \$0.0075
G-TOU-PA-S < 20kW	Winter	Generation - 2020 Vintage	Off-Peak	\$0.08227	+ \$0.0075

G-TOU-PA-P < 20kW	Summer	Generation - 2020 Vintage	On-Peak	\$0.39566	+ \$0.0075
G-TOU-PA-P < 20kW	Summer	Generation - 2020 Vintage	Semi-Peak	\$0.17791	+ \$0.0075
G-TOU-PA-P < 20kW	Summer	Generation - 2020 Vintage	Off-Peak	\$0.10276	+ \$0.0075
G-TOU-PA-P < 20kW	Winter	Generation - 2020 Vintage	On-Peak	\$0.17364	+ \$0.0075
G-TOU-PA-P < 20kW	Winter	Generation - 2020 Vintage	Semi-Peak	\$0.08190	+ \$0.0075
G-TOU-PA-P < 20kW	Winter	Generation - 2020 Vintage	Off-Peak	\$0.08184	+ \$0.0075

G-TOU-PA-S >= 20kW	Summer	Demand - 2020 Vintage	On-Peak	\$2.99	
G-TOU-PA-S >= 20kW	Summer	Generation - 2020 Vintage	On-Peak	\$0.14996	+ \$0.0075
G-TOU-PA-S >= 20kW	Summer	Generation - 2020 Vintage	Semi-Peak	\$0.13964	+ \$0.0075
G-TOU-PA-S >= 20kW	Summer	Generation - 2020 Vintage	Off-Peak	\$0.10082	+ \$0.0075

G-TOU-PA-S >= 20kW	Winter	Generation - 2020 Vintage	On-Peak	\$0.30332	+ \$0.0075
G-TOU-PA-S >= 20kW	Winter	Generation - 2020 Vintage	Semi-Peak	\$0.14269	+ \$0.0075
G-TOU-PA-S >= 20kW	Winter	Generation - 2020 Vintage	Off-Peak	\$0.14263	+ \$0.0075

G-TOU-PA-P >= 20kW	Summer	Demand - 2020 Vintage	On-Peak	\$2.98	
G-TOU-PA-P >= 20kW	Summer	Generation - 2020 Vintage	On-Peak	\$0.14943	+ \$0.0075
G-TOU-PA-P >= 20kW	Summer	Generation - 2020 Vintage	Semi-Peak	\$0.13910	+ \$0.0075
G-TOU-PA-P >= 20kW	Summer	Generation - 2020 Vintage	Off-Peak	\$0.10045	+ \$0.0075
G-TOU-PA-P >= 20kW	Winter	Generation - 2020 Vintage	On-Peak	\$0.30186	+ \$0.0075
G-TOU-PA-P >= 20kW	Winter	Generation - 2020 Vintage	Semi-Peak	\$0.14207	+ \$0.0075
G-TOU-PA-P >= 20kW	Winter	Generation - 2020 Vintage	Off-Peak	\$0.14201	+ \$0.0075

EV-HP-S	Summer	Demand - 2020 Vintage	On-Peak	\$5.63	
EV-HP-S	Summer	Generation - 2020 Vintage	On-Peak	\$0.08116	+ \$0.0075
EV-HP-S	Summer	Generation - 2020 Vintage	Off-Peak	\$0.04858	+ \$0.0075
EV-HP-S	Summer	Generation - 2020 Vintage	Super Off-Peak	\$0.04321	+ \$0.0075
EV-HP-S	Winter	Generation - 2020 Vintage	On-Peak	\$0.09070	+ \$0.0075
EV-HP-S	Winter	Generation - 2020 Vintage	Off-Peak	\$0.05085	+ \$0.0075
EV-HP-S	Winter	Generation - 2020 Vintage	Super Off-Peak	\$0.03929	+ \$0.0075

EV-HP-P	Summer	Demand - 2020 Vintage	On-Peak	\$5.60	
EV-HP-P	Summer	Generation - 2020 Vintage	On-Peak	\$0.08076	+ \$0.0075
EV-HP-P	Summer	Generation - 2020 Vintage	Off-Peak	\$0.04836	+ \$0.0075
EV-HP-P	Summer	Generation - 2020 Vintage	Super Off-Peak	\$0.04306	+ \$0.0075
EV-HP-P	Winter	Generation - 2020 Vintage	On-Peak	\$0.09029	+ \$0.0075
EV-HP-P	Winter	Generation - 2020 Vintage	Off-Peak	\$0.05065	+ \$0.0075
EV-HP-P	Winter	Generation - 2020 Vintage	Super Off-Peak	\$0.03916	+ \$0.0075

CCA Rate Name	Season	Charge Type	Time of Use Period	PowerOn (\$/kWh)	Power100 (\$/kWh)
DR	Summer	Generation - 2021 Vintage	Total	\$0.27132	+ \$0.0075
DR	Winter	Generation - 2021 Vintage	Total	\$0.10174	+ \$0.0075

DR-LI-MB	Summer	Generation - 2021 Vintage	Total	\$0.27132	+ \$0.0075
DR-LI-MB	Winter	Generation - 2021 Vintage	Total	\$0.10174	+ \$0.0075

E-LI-TOU	Summer	Generation - 2021 Vintage	Total	\$0.09489	+ \$0.0075
E-LI-TOU	Winter	Generation - 2021 Vintage	Total	\$0.08998	+ \$0.0075

E-LI-NR	Summer	Generation - 2021 Vintage	Total	\$0.09917	+ \$0.0075
E-LI-NR	Winter	Generation - 2021 Vintage	Total	\$0.09544	+ \$0.0075

DR-SES	Summer	Generation - 2021 Vintage	On-Peak	\$0.48149	+ \$0.0075
DR-SES	Summer	Generation - 2021 Vintage	Off-Peak	\$0.16689	+ \$0.0075
DR-SES	Summer	Generation - 2021 Vintage	Super Off-Peak	\$0.06984	+ \$0.0075
DR-SES	Winter	Generation - 2021 Vintage	On-Peak	\$0.19525	+ \$0.0075
DR-SES	Winter	Generation - 2021 Vintage	Off-Peak	\$0.13539	+ \$0.0075
DR-SES	Winter	Generation - 2021 Vintage	Super Off-Peak	\$0.06203	+ \$0.0075

EV-TOU	Summer	Generation - 2021 Vintage	On-Peak	\$0.48149	+ \$0.0075
EV-TOU	Summer	Generation - 2021 Vintage	Off-Peak	\$0.16689	+ \$0.0075
EV-TOU	Summer	Generation - 2021 Vintage	Super Off-Peak	\$0.06984	+ \$0.0075
EV-TOU	Winter	Generation - 2021 Vintage	On-Peak	\$0.19525	+ \$0.0075
EV-TOU	Winter	Generation - 2021 Vintage	Off-Peak	\$0.13539	+ \$0.0075

EV-TOU	Winter	Generation - 2021 Vintage	Super Off-Peak	\$0.06203	+ \$0.0075
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EV-TOU-2	Summer	Generation - 2021 Vintage	On-Peak	\$0.48149	+ \$0.0075
EV-TOU-2	Summer	Generation - 2021 Vintage	Off-Peak	\$0.16689	+ \$0.0075
EV-TOU-2	Summer	Generation - 2021 Vintage	Super Off-Peak	\$0.06984	+ \$0.0075
EV-TOU-2	Winter	Generation - 2021 Vintage	On-Peak	\$0.19525	+ \$0.0075
EV-TOU-2	Winter	Generation - 2021 Vintage	Off-Peak	\$0.13539	+ \$0.0075
EV-TOU-2	Winter	Generation - 2021 Vintage	Super Off-Peak	\$0.06203	+ \$0.0075

EV-TOU-5	Summer	Generation - 2021 Vintage	On-Peak	\$0.48149	+ \$0.0075
EV-TOU-5	Summer	Generation - 2021 Vintage	Off-Peak	\$0.16689	+ \$0.0075
EV-TOU-5	Summer	Generation - 2021 Vintage	Super Off-Peak	\$0.06984	+ \$0.0075
EV-TOU-5	Winter	Generation - 2021 Vintage	On-Peak	\$0.19525	+ \$0.0075
EV-TOU-5	Winter	Generation - 2021 Vintage	Off-Peak	\$0.13539	+ \$0.0075
EV-TOU-5	Winter	Generation - 2021 Vintage	Super Off-Peak	\$0.06203	+ \$0.0075

TOU-DR-1	Summer	Generation - 2021 Vintage	On-Peak	\$0.51883	+ \$0.0075
TOU-DR-1	Summer	Generation - 2021 Vintage	Off-Peak	\$0.22446	+ \$0.0075
TOU-DR-1	Summer	Generation - 2021 Vintage	Super Off-Peak	\$0.06984	+ \$0.0075
TOU-DR-1	Winter	Generation - 2021 Vintage	On-Peak	\$0.16445	+ \$0.0075
TOU-DR-1	Winter	Generation - 2021 Vintage	Off-Peak	\$0.08507	+ \$0.0075
TOU-DR-1	Winter	Generation - 2021 Vintage	Super Off-Peak	\$0.06203	+ \$0.0075

TOU-DR-2	Summer	Generation - 2021 Vintage	On-Peak	\$0.51883	+ \$0.0075
TOU-DR-2	Summer	Generation - 2021 Vintage	Off-Peak	\$0.16070	+ \$0.0075
TOU-DR-2	Winter	Generation - 2021 Vintage	On-Peak	\$0.16445	+ \$0.0075
TOU-DR-2	Winter	Generation - 2021 Vintage	Off-Peak	\$0.07447	+ \$0.0075

TOU-DR	Summer	Generation - 2021 Vintage	On-Peak	\$0.36131	+ \$0.0075
TOU-DR	Summer	Generation - 2021 Vintage	Off-Peak	\$0.27073	+ \$0.0075
TOU-DR	Summer	Generation - 2021 Vintage	Super Off-Peak	\$0.17254	+ \$0.0075
TOU-DR	Winter	Generation - 2021 Vintage	On-Peak	\$0.16408	+ \$0.0075
TOU-DR	Winter	Generation - 2021 Vintage	Off-Peak	\$0.08486	+ \$0.0075
TOU-DR	Winter	Generation - 2021 Vintage	Super Off-Peak	\$0.06188	+ \$0.0075

TOU-A-S	Summer	Generation - 2021 Vintage	On-Peak	\$0.33531	+ \$0.0075
TOU-A-S	Summer	Generation - 2021 Vintage	Off-Peak	\$0.16773	+ \$0.0075
TOU-A-S	Winter	Generation - 2021 Vintage	On-Peak	\$0.17826	+ \$0.0075
TOU-A-S	Winter	Generation - 2021 Vintage	Off-Peak	\$0.07771	+ \$0.0075

TOU-A-P	Summer	Generation - 2021 Vintage	On-Peak	\$0.33350	+ \$0.0075
TOU-A-P	Summer	Generation - 2021 Vintage	Off-Peak	\$0.16676	+ \$0.0075
TOU-A-P	Winter	Generation - 2021 Vintage	On-Peak	\$0.17729	+ \$0.0075
TOU-A-P	Winter	Generation - 2021 Vintage	Off-Peak	\$0.07731	+ \$0.0075

TOU-A-2-S	Summer	Generation - 2021 Vintage	On-Peak	\$0.44811	+ \$0.0075
TOU-A-2-S	Summer	Generation - 2021 Vintage	Off-Peak	\$0.14156	+ \$0.0075
TOU-A-2-S	Summer	Generation - 2021 Vintage	Super Off-Peak	\$0.06903	+ \$0.0075
TOU-A-2-S	Winter	Generation - 2021 Vintage	On-Peak	\$0.16549	+ \$0.0075
TOU-A-2-S	Winter	Generation - 2021 Vintage	Off-Peak	\$0.08373	+ \$0.0075
TOU-A-2-S	Winter	Generation - 2021 Vintage	Super Off-Peak	\$0.05877	+ \$0.0075

TOU-A-2-P	Summer	Generation - 2021 Vintage	On-Peak	\$0.44581	+ \$0.0075
TOU-A-2-P	Summer	Generation - 2021 Vintage	Off-Peak	\$0.14079	+ \$0.0075



TOU-A-2-P	Summer	Generation - 2021 Vintage	Super Off-Peak	\$0.06871	+ \$0.0075
TOU-A-2-P	Winter	Generation - 2021 Vintage	On-Peak	\$0.16461	+ \$0.0075
TOU-A-2-P	Winter	Generation - 2021 Vintage	Off-Peak	\$0.08327	+ \$0.0075
TOU-A-2-P	Winter	Generation - 2021 Vintage	Super Off-Peak	\$0.05849	+ \$0.0075

TOU-A-3-S	Summer	Generation - 2021 Vintage	On-Peak	\$0.33175	+ \$0.0075
TOU-A-3-S	Summer	Generation - 2021 Vintage	Off-Peak	\$0.19386	+ \$0.0075
TOU-A-3-S	Summer	Generation - 2021 Vintage	Super Off-Peak	\$0.07028	+ \$0.0075
TOU-A-3-S	Winter	Generation - 2021 Vintage	On-Peak	\$0.16549	+ \$0.0075
TOU-A-3-S	Winter	Generation - 2021 Vintage	Off-Peak	\$0.08373	+ \$0.0075
TOU-A-3-S	Winter	Generation - 2021 Vintage	Super Off-Peak	\$0.05877	+ \$0.0075

TOU-A-3-P	Summer	Generation - 2021 Vintage	On-Peak	\$0.33002	+ \$0.0075
TOU-A-3-P	Summer	Generation - 2021 Vintage	Off-Peak	\$0.19281	+ \$0.0075
TOU-A-3-P	Summer	Generation - 2021 Vintage	Super Off-Peak	\$0.06983	+ \$0.0075
TOU-A-3-P	Winter	Generation - 2021 Vintage	On-Peak	\$0.16461	+ \$0.0075
TOU-A-3-P	Winter	Generation - 2021 Vintage	Off-Peak	\$0.08327	+ \$0.0075
TOU-A-3-P	Winter	Generation - 2021 Vintage	Super Off-Peak	\$0.05849	+ \$0.0075

A-TC	Summer	Generation - 2021 Vintage	Total	\$0.08981	+ \$0.0075
A-TC	Winter	Generation - 2021 Vintage	Total	\$0.08981	+ \$0.0075

TOU-M	Summer	Generation - 2021 Vintage	On-Peak	\$0.46066	+ \$0.0075
TOU-M	Summer	Generation - 2021 Vintage	Off-Peak	\$0.14222	+ \$0.0075
TOU-M	Summer	Generation - 2021 Vintage	Super Off-Peak	\$0.07114	+ \$0.0075
TOU-M	Winter	Generation - 2021 Vintage	On-Peak	\$0.16505	+ \$0.0075
TOU-M	Winter	Generation - 2021 Vintage	Off-Peak	\$0.08332	+ \$0.0075
TOU-M	Winter	Generation - 2021 Vintage	Super Off-Peak	\$0.05845	+ \$0.0075

OL-TOU	Summer	Generation - 2021 Vintage	On-Peak	\$0.59364	+ \$0.0075
OL-TOU	Summer	Generation - 2021 Vintage	Off-Peak	\$0.19130	+ \$0.0075
OL-TOU	Summer	Generation - 2021 Vintage	Super Off-Peak	\$0.07194	+ \$0.0075
OL-TOU	Winter	Generation - 2021 Vintage	On-Peak	\$0.18255	+ \$0.0075
OL-TOU	Winter	Generation - 2021 Vintage	Off-Peak	\$0.08975	+ \$0.0075
OL-TOU	Winter	Generation - 2021 Vintage	Super Off-Peak	\$0.06283	+ \$0.0075

AL-TOU-S	Summer	Demand - 2021 Vintage	On-Peak	\$18.64	
AL-TOU-S	Summer	Generation - 2021 Vintage	On-Peak	\$0.23462	+ \$0.0075
AL-TOU-S	Summer	Generation - 2021 Vintage	Off-Peak	\$0.13453	+ \$0.0075
AL-TOU-S	Summer	Generation - 2021 Vintage	Super Off-Peak	\$0.10217	+ \$0.0075
AL-TOU-S	Winter	Generation - 2021 Vintage	On-Peak	\$0.24599	+ \$0.0075
AL-TOU-S	Winter	Generation - 2021 Vintage	Off-Peak	\$0.12532	+ \$0.0075
AL-TOU-S	Winter	Generation - 2021 Vintage	Super Off-Peak	\$0.09030	+ \$0.0075

AL-TOU-P	Summer	Demand - 2021 Vintage	On-Peak	\$18.55	
AL-TOU-P	Summer	Generation - 2021 Vintage	On-Peak	\$0.23334	+ \$0.0075
AL-TOU-P	Summer	Generation - 2021 Vintage	Off-Peak	\$0.13378	+ \$0.0075
AL-TOU-P	Summer	Generation - 2021 Vintage	Super Off-Peak	\$0.10172	+ \$0.0075
AL-TOU-P	Winter	Generation - 2021 Vintage	On-Peak	\$0.24473	+ \$0.0075
AL-TOU-P	Winter	Generation - 2021 Vintage	Off-Peak	\$0.12469	+ \$0.0075
AL-TOU-P	Winter	Generation - 2021 Vintage	Super Off-Peak	\$0.08991	+ \$0.0075

AL-TOU-T	Summer	Demand - 2021 Vintage	On-Peak	\$17.76	
AL-TOU-T	Summer	Generation - 2021 Vintage	On-Peak	\$0.22208	+ \$0.0075

AL-TOU-T	Summer	Generation - 2021 Vintage	Off-Peak	\$0.12686	+ \$0.0075
AL-TOU-T	Summer	Generation - 2021 Vintage	Super Off-Peak	\$0.09646	+ \$0.0075
AL-TOU-T	Winter	Generation - 2021 Vintage	On-Peak	\$0.23321	+ \$0.0075
AL-TOU-T	Winter	Generation - 2021 Vintage	Off-Peak	\$0.11838	+ \$0.0075
AL-TOU-T	Winter	Generation - 2021 Vintage	Super Off-Peak	\$0.08513	+ \$0.0075

AL-TOU-2-S	Summer	Demand - 2021 Vintage	On-Peak	\$32.26	
AL-TOU-2-S	Summer	Generation - 2021 Vintage	On-Peak	\$0.21141	+ \$0.0075
AL-TOU-2-S	Summer	Generation - 2021 Vintage	Off-Peak	\$0.12064	+ \$0.0075
AL-TOU-2-S	Summer	Generation - 2021 Vintage	Super Off-Peak	\$0.08981	+ \$0.0075
AL-TOU-2-S	Winter	Generation - 2021 Vintage	On-Peak	\$0.22005	+ \$0.0075
AL-TOU-2-S	Winter	Generation - 2021 Vintage	Off-Peak	\$0.11078	+ \$0.0075
AL-TOU-2-S	Winter	Generation - 2021 Vintage	Super Off-Peak	\$0.07906	+ \$0.0075

AL-TOU-2-P	Summer	Demand - 2021 Vintage	On-Peak	\$32.10	
AL-TOU-2-P	Summer	Generation - 2021 Vintage	On-Peak	\$0.21025	+ \$0.0075
AL-TOU-2-P	Summer	Generation - 2021 Vintage	Off-Peak	\$0.11994	+ \$0.0075
AL-TOU-2-P	Summer	Generation - 2021 Vintage	Super Off-Peak	\$0.08940	+ \$0.0075
AL-TOU-2-P	Winter	Generation - 2021 Vintage	On-Peak	\$0.21892	+ \$0.0075
AL-TOU-2-P	Winter	Generation - 2021 Vintage	Off-Peak	\$0.11020	+ \$0.0075
AL-TOU-2-P	Winter	Generation - 2021 Vintage	Super Off-Peak	\$0.07872	+ \$0.0075

AL-TOU-2-T	Summer	Demand - 2021 Vintage	On-Peak	\$30.72	
AL-TOU-2-T	Summer	Generation - 2021 Vintage	On-Peak	\$0.19998	+ \$0.0075
AL-TOU-2-T	Summer	Generation - 2021 Vintage	Off-Peak	\$0.11362	+ \$0.0075
AL-TOU-2-T	Summer	Generation - 2021 Vintage	Super Off-Peak	\$0.08464	+ \$0.0075
AL-TOU-2-T	Winter	Generation - 2021 Vintage	On-Peak	\$0.20847	+ \$0.0075
AL-TOU-2-T	Winter	Generation - 2021 Vintage	Off-Peak	\$0.10449	+ \$0.0075
AL-TOU-2-T	Winter	Generation - 2021 Vintage	Super Off-Peak	\$0.07438	+ \$0.0075

DG-R-S	Summer	Generation - 2021 Vintage	On-Peak	\$0.59064	+ \$0.0075
DG-R-S	Summer	Generation - 2021 Vintage	Off-Peak	\$0.19314	+ \$0.0075
DG-R-S	Summer	Generation - 2021 Vintage	Super Off-Peak	\$0.07200	+ \$0.0075
DG-R-S	Winter	Generation - 2021 Vintage	On-Peak	\$0.18258	+ \$0.0075
DG-R-S	Winter	Generation - 2021 Vintage	Off-Peak	\$0.08977	+ \$0.0075
DG-R-S	Winter	Generation - 2021 Vintage	Super Off-Peak	\$0.06284	+ \$0.0075

DG-R-P	Summer	Generation - 2021 Vintage	On-Peak	\$0.58780	+ \$0.0075
DG-R-P	Summer	Generation - 2021 Vintage	Off-Peak	\$0.19215	+ \$0.0075
DG-R-P	Summer	Generation - 2021 Vintage	Super Off-Peak	\$0.07166	+ \$0.0075
DG-R-P	Winter	Generation - 2021 Vintage	On-Peak	\$0.18162	+ \$0.0075
DG-R-P	Winter	Generation - 2021 Vintage	Off-Peak	\$0.08928	+ \$0.0075
DG-R-P	Winter	Generation - 2021 Vintage	Super Off-Peak	\$0.06253	+ \$0.0075

DG-R-T	Summer	Generation - 2021 Vintage	On-Peak	\$0.56270	+ \$0.0075
DG-R-T	Summer	Generation - 2021 Vintage	Off-Peak	\$0.18312	+ \$0.0075
DG-R-T	Summer	Generation - 2021 Vintage	Super Off-Peak	\$0.06762	+ \$0.0075
DG-R-T	Winter	Generation - 2021 Vintage	On-Peak	\$0.17275	+ \$0.0075
DG-R-T	Winter	Generation - 2021 Vintage	Off-Peak	\$0.08444	+ \$0.0075
DG-R-T	Winter	Generation - 2021 Vintage	Super Off-Peak	\$0.05885	+ \$0.0075

A6-TOU-P	Summer	Demand - 2021 Vintage	Total	\$18.55	
A6-TOU-P	Summer	Generation - 2021 Vintage	On-Peak	\$0.23334	+ \$0.0075
A6-TOU-P	Summer	Generation - 2021 Vintage	Off-Peak	\$0.13378	+ \$0.0075

A6-TOU-P	Summer	Generation - 2021 Vintage	Super Off-Peak	\$0.10172	+ \$0.0075
A6-TOU-P	Winter	Generation - 2021 Vintage	On-Peak	\$0.24473	+ \$0.0075
A6-TOU-P	Winter	Generation - 2021 Vintage	Off-Peak	\$0.12469	+ \$0.0075
A6-TOU-P	Winter	Generation - 2021 Vintage	Super Off-Peak	\$0.08991	+ \$0.0075

A6-TOU-T	Summer	Demand - 2021 Vintage	Total	\$17.76	
A6-TOU-T	Summer	Generation - 2021 Vintage	On-Peak	\$0.22208	+ \$0.0075
A6-TOU-T	Summer	Generation - 2021 Vintage	Off-Peak	\$0.12686	+ \$0.0075
A6-TOU-T	Summer	Generation - 2021 Vintage	Super Off-Peak	\$0.09646	+ \$0.0075
A6-TOU-T	Winter	Generation - 2021 Vintage	On-Peak	\$0.23321	+ \$0.0075
A6-TOU-T	Winter	Generation - 2021 Vintage	Off-Peak	\$0.11838	+ \$0.0075
A6-TOU-T	Winter	Generation - 2021 Vintage	Super Off-Peak	\$0.08513	+ \$0.0075

TOU-PA-S	Summer	Generation - 2021 Vintage	On-Peak	\$0.33356	+ \$0.0075
TOU-PA-S	Summer	Generation - 2021 Vintage	Off-Peak	\$0.17404	+ \$0.0075
TOU-PA-S	Winter	Generation - 2021 Vintage	On-Peak	\$0.16191	+ \$0.0075
TOU-PA-S	Winter	Generation - 2021 Vintage	Off-Peak	\$0.06738	+ \$0.0075

TOU-PA-P	Summer	Generation - 2021 Vintage	On-Peak	\$0.33178	+ \$0.0075
TOU-PA-P	Summer	Generation - 2021 Vintage	Off-Peak	\$0.17305	+ \$0.0075
TOU-PA-P	Winter	Generation - 2021 Vintage	On-Peak	\$0.16103	+ \$0.0075
TOU-PA-P	Winter	Generation - 2021 Vintage	Off-Peak	\$0.06705	+ \$0.0075

TOU-PA-2-S	Summer	Demand - 2021 Vintage	On-Peak	\$16.53	
TOU-PA-2-S	Summer	Generation - 2021 Vintage	On-Peak	\$0.21158	+ \$0.0075
TOU-PA-2-S	Summer	Generation - 2021 Vintage	Off-Peak	\$0.12625	+ \$0.0075
TOU-PA-2-S	Summer	Generation - 2021 Vintage	Super Off-Peak	\$0.07718	+ \$0.0075
TOU-PA-2-S	Winter	Generation - 2021 Vintage	On-Peak	\$0.18655	+ \$0.0075
TOU-PA-2-S	Winter	Generation - 2021 Vintage	Off-Peak	\$0.09472	+ \$0.0075
TOU-PA-2-S	Winter	Generation - 2021 Vintage	Super Off-Peak	\$0.06804	+ \$0.0075

TOU-PA-2-P	Summer	Demand - 2021 Vintage	On-Peak	\$16.45	
TOU-PA-2-P	Summer	Generation - 2021 Vintage	On-Peak	\$0.21067	+ \$0.0075
TOU-PA-2-P	Summer	Generation - 2021 Vintage	Off-Peak	\$0.12573	+ \$0.0075
TOU-PA-2-P	Summer	Generation - 2021 Vintage	Super Off-Peak	\$0.07684	+ \$0.0075
TOU-PA-2-P	Winter	Generation - 2021 Vintage	On-Peak	\$0.18559	+ \$0.0075
TOU-PA-2-P	Winter	Generation - 2021 Vintage	Off-Peak	\$0.09423	+ \$0.0075
TOU-PA-2-P	Winter	Generation - 2021 Vintage	Super Off-Peak	\$0.06774	+ \$0.0075

TOU-PA-3-S <20kW	Summer	Generation - 2021 Vintage	On-Peak	\$0.38641	+ \$0.0075
TOU-PA-3-S <20kW	Summer	Generation - 2021 Vintage	Off-Peak	\$0.19880	+ \$0.0075
TOU-PA-3-S <20kW	Summer	Generation - 2021 Vintage	Super Off-Peak	\$0.08296	+ \$0.0075
TOU-PA-3-S <20kW	Winter	Generation - 2021 Vintage	On-Peak	\$0.14882	+ \$0.0075
TOU-PA-3-S <20kW	Winter	Generation - 2021 Vintage	Off-Peak	\$0.07356	+ \$0.0075
TOU-PA-3-S <20kW	Winter	Generation - 2021 Vintage	Super Off-Peak	\$0.05169	+ \$0.0075

TOU-PA-3-P <20kW	Summer	Generation - 2021 Vintage	On-Peak	\$0.38444	+ \$0.0075
TOU-PA-3-P <20kW	Summer	Generation - 2021 Vintage	Off-Peak	\$0.19772	+ \$0.0075
TOU-PA-3-P <20kW	Summer	Generation - 2021 Vintage	Super Off-Peak	\$0.08246	+ \$0.0075
TOU-PA-3-P <20kW	Winter	Generation - 2021 Vintage	On-Peak	\$0.14805	+ \$0.0075
TOU-PA-3-P <20kW	Winter	Generation - 2021 Vintage	Off-Peak	\$0.07316	+ \$0.0075
TOU-PA-3-P <20kW	Winter	Generation - 2021 Vintage	Super Off-Peak	\$0.05145	+ \$0.0075

TOU-PA-3-S >=20kW	Summer	Demand - 2021 Vintage	On-Peak	\$5.29	
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TOU-PA-3-S >=20kW	Summer	Generation - 2021 Vintage	On-Peak	\$0.39359	+ \$0.0075
TOU-PA-3-S >=20kW	Summer	Generation - 2021 Vintage	Off-Peak	\$0.20769	+ \$0.0075
TOU-PA-3-S >=20kW	Summer	Generation - 2021 Vintage	Super Off-Peak	\$0.07275	+ \$0.0075
TOU-PA-3-S >=20kW	Winter	Generation - 2021 Vintage	On-Peak	\$0.14103	+ \$0.0075
TOU-PA-3-S >=20kW	Winter	Generation - 2021 Vintage	Off-Peak	\$0.06921	+ \$0.0075
TOU-PA-3-S >=20kW	Winter	Generation - 2021 Vintage	Super Off-Peak	\$0.04832	+ \$0.0075

TOU-PA-3-P >=20kW	Summer	Demand - 2021 Vintage	On-Peak	\$5.27	
TOU-PA-3-P >=20kW	Summer	Generation - 2021 Vintage	On-Peak	\$0.39180	+ \$0.0075
TOU-PA-3-P >=20kW	Summer	Generation - 2021 Vintage	Off-Peak	\$0.20676	+ \$0.0075
TOU-PA-3-P >=20kW	Summer	Generation - 2021 Vintage	Super Off-Peak	\$0.07229	+ \$0.0075
TOU-PA-3-P >=20kW	Winter	Generation - 2021 Vintage	On-Peak	\$0.14025	+ \$0.0075
TOU-PA-3-P >=20kW	Winter	Generation - 2021 Vintage	Off-Peak	\$0.06876	+ \$0.0075
TOU-PA-3-P >=20kW	Winter	Generation - 2021 Vintage	Super Off-Peak	\$0.04798	+ \$0.0075

PA-T-1-S	Summer	Demand - 2021 Vintage	On-Peak	\$9.58	
PA-T-1-S	Summer	Generation - 2021 Vintage	On-Peak	\$0.20505	+ \$0.0075
PA-T-1-S	Summer	Generation - 2021 Vintage	Off-Peak	\$0.12341	+ \$0.0075
PA-T-1-S	Summer	Generation - 2021 Vintage	Super Off-Peak	\$0.08384	+ \$0.0075
PA-T-1-S	Winter	Generation - 2021 Vintage	On-Peak	\$0.20073	+ \$0.0075
PA-T-1-S	Winter	Generation - 2021 Vintage	Off-Peak	\$0.10269	+ \$0.0075
PA-T-1-S	Winter	Generation - 2021 Vintage	Super Off-Peak	\$0.07419	+ \$0.0075

PA-T-1-P	Summer	Demand - 2021 Vintage	On-Peak	\$9.53	
PA-T-1-P	Summer	Generation - 2021 Vintage	On-Peak	\$0.20394	+ \$0.0075
PA-T-1-P	Summer	Generation - 2021 Vintage	Off-Peak	\$0.12274	+ \$0.0075
PA-T-1-P	Summer	Generation - 2021 Vintage	Super Off-Peak	\$0.08348	+ \$0.0075
PA-T-1-P	Winter	Generation - 2021 Vintage	On-Peak	\$0.19971	+ \$0.0075
PA-T-1-P	Winter	Generation - 2021 Vintage	Off-Peak	\$0.10217	+ \$0.0075
PA-T-1-P	Winter	Generation - 2021 Vintage	Super Off-Peak	\$0.07387	+ \$0.0075

PA-T-1-T	Summer	Demand - 2021 Vintage	On-Peak	\$9.13	
PA-T-1-T	Summer	Generation - 2021 Vintage	On-Peak	\$0.19419	+ \$0.0075
PA-T-1-T	Summer	Generation - 2021 Vintage	Off-Peak	\$0.11656	+ \$0.0075
PA-T-1-T	Summer	Generation - 2021 Vintage	Super Off-Peak	\$0.07920	+ \$0.0075
PA-T-1-T	Winter	Generation - 2021 Vintage	On-Peak	\$0.19033	+ \$0.0075
PA-T-1-T	Winter	Generation - 2021 Vintage	Off-Peak	\$0.09704	+ \$0.0075
PA-T-1-T	Winter	Generation - 2021 Vintage	Super Off-Peak	\$0.06999	+ \$0.0075

LS	All	Generation - 2021 Vintage	Total	\$0.09978	+ \$0.0075
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OL-2	All	Generation - 2021 Vintage	Total	\$0.09978	+ \$0.0075
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LS-2-AD	Summer	Generation - 2021 Vintage	On-Peak	\$0.33660	+ \$0.0075
LS-2-AD	Summer	Generation - 2021 Vintage	Off-Peak	\$0.19871	+ \$0.0075
LS-2-AD	Summer	Generation - 2021 Vintage	Super Off-Peak	\$0.07513	+ \$0.0075
LS-2-AD	Winter	Generation - 2021 Vintage	On-Peak	\$0.17034	+ \$0.0075
LS-2-AD	Winter	Generation - 2021 Vintage	Off-Peak	\$0.08858	+ \$0.0075
LS-2-AD	Winter	Generation - 2021 Vintage	Super Off-Peak	\$0.06362	+ \$0.0075

G-TOU-M	Summer	Generation - 2021 Vintage	On-Peak	\$0.22057	+ \$0.0075
G-TOU-M	Summer	Generation - 2021 Vintage	Semi-Peak	\$0.20509	+ \$0.0075
G-TOU-M	Summer	Generation - 2021 Vintage	Off-Peak	\$0.20314	+ \$0.0075
G-TOU-M	Winter	Generation - 2021 Vintage	On-Peak	\$0.21090	+ \$0.0075

G-TOU-M	Winter	Generation - 2021 Vintage	Semi-Peak	\$0.08808	+ \$0.0075
G-TOU-M	Winter	Generation - 2021 Vintage	Off-Peak	\$0.08651	+ \$0.0075

G-OL-TOU	Summer	Generation - 2021 Vintage	On-Peak	\$0.19539	+ \$0.0075
G-OL-TOU	Summer	Generation - 2021 Vintage	Semi-Peak	\$0.16027	+ \$0.0075
G-OL-TOU	Summer	Generation - 2021 Vintage	Off-Peak	\$0.13298	+ \$0.0075
G-OL-TOU	Winter	Generation - 2021 Vintage	On-Peak	\$0.34590	+ \$0.0075
G-OL-TOU	Winter	Generation - 2021 Vintage	Semi-Peak	\$0.14689	+ \$0.0075
G-OL-TOU	Winter	Generation - 2021 Vintage	Off-Peak	\$0.14687	+ \$0.0075

G-TOU-A-S	Summer	Generation - 2021 Vintage	On-Peak	\$0.37913	+ \$0.0075
G-TOU-A-S	Summer	Generation - 2021 Vintage	Semi-Peak	\$0.20722	+ \$0.0075
G-TOU-A-S	Summer	Generation - 2021 Vintage	Off-Peak	\$0.08261	+ \$0.0075
G-TOU-A-S	Winter	Generation - 2021 Vintage	On-Peak	\$0.20705	+ \$0.0075
G-TOU-A-S	Winter	Generation - 2021 Vintage	Semi-Peak	\$0.08641	+ \$0.0075
G-TOU-A-S	Winter	Generation - 2021 Vintage	Off-Peak	\$0.08479	+ \$0.0075

G-TOU-A-P	Summer	Generation - 2021 Vintage	On-Peak	\$0.37700	+ \$0.0075
G-TOU-A-P	Summer	Generation - 2021 Vintage	Semi-Peak	\$0.20600	+ \$0.0075
G-TOU-A-P	Summer	Generation - 2021 Vintage	Off-Peak	\$0.08206	+ \$0.0075
G-TOU-A-P	Winter	Generation - 2021 Vintage	On-Peak	\$0.20593	+ \$0.0075
G-TOU-A-P	Winter	Generation - 2021 Vintage	Semi-Peak	\$0.08592	+ \$0.0075
G-TOU-A-P	Winter	Generation - 2021 Vintage	Off-Peak	\$0.08431	+ \$0.0075

G-AL-TOU-S	Summer	Demand - 2021 Vintage	On-Peak	\$3.33	
G-AL-TOU-S	Summer	Generation - 2021 Vintage	On-Peak	\$0.12577	+ \$0.0075
G-AL-TOU-S	Summer	Generation - 2021 Vintage	Semi-Peak	\$0.12401	+ \$0.0075
G-AL-TOU-S	Summer	Generation - 2021 Vintage	Off-Peak	\$0.10473	+ \$0.0075
G-AL-TOU-S	Winter	Generation - 2021 Vintage	On-Peak	\$0.38559	+ \$0.0075
G-AL-TOU-S	Winter	Generation - 2021 Vintage	Semi-Peak	\$0.16549	+ \$0.0075
G-AL-TOU-S	Winter	Generation - 2021 Vintage	Off-Peak	\$0.16546	+ \$0.0075

G-AL-TOU-P	Summer	Demand - 2021 Vintage	On-Peak	\$3.32	
G-AL-TOU-P	Summer	Generation - 2021 Vintage	On-Peak	\$0.12496	+ \$0.0075
G-AL-TOU-P	Summer	Generation - 2021 Vintage	Semi-Peak	\$0.12322	+ \$0.0075
G-AL-TOU-P	Summer	Generation - 2021 Vintage	Off-Peak	\$0.10403	+ \$0.0075
G-AL-TOU-P	Winter	Generation - 2021 Vintage	On-Peak	\$0.38359	+ \$0.0075
G-AL-TOU-P	Winter	Generation - 2021 Vintage	Semi-Peak	\$0.16464	+ \$0.0075
G-AL-TOU-P	Winter	Generation - 2021 Vintage	Off-Peak	\$0.16460	+ \$0.0075

G-AL-TOU-T	Summer	Demand - 2021 Vintage	On-Peak	\$3.16	
G-AL-TOU-T	Summer	Generation - 2021 Vintage	On-Peak	\$0.11815	+ \$0.0075
G-AL-TOU-T	Summer	Generation - 2021 Vintage	Semi-Peak	\$0.11652	+ \$0.0075
G-AL-TOU-T	Summer	Generation - 2021 Vintage	Off-Peak	\$0.09814	+ \$0.0075
G-AL-TOU-T	Winter	Generation - 2021 Vintage	On-Peak	\$0.36592	+ \$0.0075
G-AL-TOU-T	Winter	Generation - 2021 Vintage	Semi-Peak	\$0.15659	+ \$0.0075
G-AL-TOU-T	Winter	Generation - 2021 Vintage	Off-Peak	\$0.15656	+ \$0.0075

G-DG-R-S	Summer	Generation - 2021 Vintage	On-Peak	\$0.19178	+ \$0.0075
G-DG-R-S	Summer	Generation - 2021 Vintage	Semi-Peak	\$0.16247	+ \$0.0075
G-DG-R-S	Summer	Generation - 2021 Vintage	Off-Peak	\$0.13303	+ \$0.0075
G-DG-R-S	Winter	Generation - 2021 Vintage	On-Peak	\$0.34594	+ \$0.0075
G-DG-R-S	Winter	Generation - 2021 Vintage	Semi-Peak	\$0.14691	+ \$0.0075
G-DG-R-S	Winter	Generation - 2021 Vintage	Off-Peak	\$0.14688	+ \$0.0075

G-DG-R-P	Summer	Generation - 2021 Vintage	On-Peak	\$0.19082	+ \$0.0075
G-DG-R-P	Summer	Generation - 2021 Vintage	Semi-Peak	\$0.16153	+ \$0.0075
G-DG-R-P	Summer	Generation - 2021 Vintage	Off-Peak	\$0.13219	+ \$0.0075
G-DG-R-P	Winter	Generation - 2021 Vintage	On-Peak	\$0.34413	+ \$0.0075
G-DG-R-P	Winter	Generation - 2021 Vintage	Semi-Peak	\$0.14614	+ \$0.0075
G-DG-R-P	Winter	Generation - 2021 Vintage	Off-Peak	\$0.14610	+ \$0.0075

G-DG-R-T	Summer	Generation - 2021 Vintage	On-Peak	\$0.18276	+ \$0.0075
G-DG-R-T	Summer	Generation - 2021 Vintage	Semi-Peak	\$0.15357	+ \$0.0075
G-DG-R-T	Summer	Generation - 2021 Vintage	Off-Peak	\$0.12504	+ \$0.0075
G-DG-R-T	Winter	Generation - 2021 Vintage	On-Peak	\$0.32815	+ \$0.0075
G-DG-R-T	Winter	Generation - 2021 Vintage	Semi-Peak	\$0.13886	+ \$0.0075
G-DG-R-T	Winter	Generation - 2021 Vintage	Off-Peak	\$0.13882	+ \$0.0075

G-A6-TOU-P	Summer	Demand - 2021 Vintage	Total	\$3.32	
G-A6-TOU-P	Summer	Generation - 2021 Vintage	On-Peak	\$0.12496	+ \$0.0075
G-A6-TOU-P	Summer	Generation - 2021 Vintage	Semi-Peak	\$0.12322	+ \$0.0075
G-A6-TOU-P	Summer	Generation - 2021 Vintage	Off-Peak	\$0.10403	+ \$0.0075
G-A6-TOU-P	Winter	Generation - 2021 Vintage	On-Peak	\$0.38359	+ \$0.0075
G-A6-TOU-P	Winter	Generation - 2021 Vintage	Semi-Peak	\$0.16464	+ \$0.0075
G-A6-TOU-P	Winter	Generation - 2021 Vintage	Off-Peak	\$0.16460	+ \$0.0075

G-A6-TOU-T	Summer	Demand - 2021 Vintage	Total	\$3.16	
G-A6-TOU-T	Summer	Generation - 2021 Vintage	On-Peak	\$0.11815	+ \$0.0075
G-A6-TOU-T	Summer	Generation - 2021 Vintage	Semi-Peak	\$0.11652	+ \$0.0075
G-A6-TOU-T	Summer	Generation - 2021 Vintage	Off-Peak	\$0.09814	+ \$0.0075
G-A6-TOU-T	Winter	Generation - 2021 Vintage	On-Peak	\$0.36592	+ \$0.0075
G-A6-TOU-T	Winter	Generation - 2021 Vintage	Semi-Peak	\$0.15659	+ \$0.0075
G-A6-TOU-T	Winter	Generation - 2021 Vintage	Off-Peak	\$0.15656	+ \$0.0075

G-PA-T-1-S	Summer	Demand - 2021 Vintage	On-Peak	\$2.68	
G-PA-T-1-S	Summer	Generation - 2021 Vintage	On-Peak	\$0.11236	+ \$0.0075
G-PA-T-1-S	Summer	Generation - 2021 Vintage	Semi-Peak	\$0.11019	+ \$0.0075
G-PA-T-1-S	Summer	Generation - 2021 Vintage	Off-Peak	\$0.07285	+ \$0.0075
G-PA-T-1-S	Winter	Generation - 2021 Vintage	On-Peak	\$0.25712	+ \$0.0075
G-PA-T-1-S	Winter	Generation - 2021 Vintage	Semi-Peak	\$0.10861	+ \$0.0075
G-PA-T-1-S	Winter	Generation - 2021 Vintage	Off-Peak	\$0.10853	+ \$0.0075

G-PA-T-1-P	Summer	Demand - 2021 Vintage	On-Peak	\$2.66	
G-PA-T-1-P	Summer	Generation - 2021 Vintage	On-Peak	\$0.10640	+ \$0.0075
G-PA-T-1-P	Summer	Generation - 2021 Vintage	Semi-Peak	\$0.10426	+ \$0.0075
G-PA-T-1-P	Summer	Generation - 2021 Vintage	Off-Peak	\$0.06710	+ \$0.0075
G-PA-T-1-P	Winter	Generation - 2021 Vintage	On-Peak	\$0.25577	+ \$0.0075
G-PA-T-1-P	Winter	Generation - 2021 Vintage	Semi-Peak	\$0.10804	+ \$0.0075
G-PA-T-1-P	Winter	Generation - 2021 Vintage	Off-Peak	\$0.10795	+ \$0.0075

G-PA-T-1-T	Summer	Demand - 2021 Vintage	On-Peak	\$2.55	
G-PA-T-1-T	Summer	Generation - 2021 Vintage	On-Peak	\$0.10570	+ \$0.0075
G-PA-T-1-T	Summer	Generation - 2021 Vintage	Semi-Peak	\$0.10372	+ \$0.0075
G-PA-T-1-T	Summer	Generation - 2021 Vintage	Off-Peak	\$0.06814	+ \$0.0075
G-PA-T-1-T	Winter	Generation - 2021 Vintage	On-Peak	\$0.25417	+ \$0.0075
G-PA-T-1-T	Winter	Generation - 2021 Vintage	Semi-Peak	\$0.10733	+ \$0.0075
G-PA-T-1-T	Winter	Generation - 2021 Vintage	Off-Peak	\$0.10725	+ \$0.0075

G-TOU-PA-S < 20kW	Summer	Generation - 2021 Vintage	On-Peak	\$0.37430	+ \$0.0075
G-TOU-PA-S < 20kW	Summer	Generation - 2021 Vintage	Semi-Peak	\$0.15539	+ \$0.0075
G-TOU-PA-S < 20kW	Summer	Generation - 2021 Vintage	Off-Peak	\$0.07985	+ \$0.0075
G-TOU-PA-S < 20kW	Winter	Generation - 2021 Vintage	On-Peak	\$0.15110	+ \$0.0075
G-TOU-PA-S < 20kW	Winter	Generation - 2021 Vintage	Semi-Peak	\$0.05888	+ \$0.0075
G-TOU-PA-S < 20kW	Winter	Generation - 2021 Vintage	Off-Peak	\$0.05882	+ \$0.0075

G-TOU-PA-P < 20kW	Summer	Generation - 2021 Vintage	On-Peak	\$0.37221	+ \$0.0075
G-TOU-PA-P < 20kW	Summer	Generation - 2021 Vintage	Semi-Peak	\$0.15446	+ \$0.0075
G-TOU-PA-P < 20kW	Summer	Generation - 2021 Vintage	Off-Peak	\$0.07931	+ \$0.0075
G-TOU-PA-P < 20kW	Winter	Generation - 2021 Vintage	On-Peak	\$0.15019	+ \$0.0075
G-TOU-PA-P < 20kW	Winter	Generation - 2021 Vintage	Semi-Peak	\$0.05845	+ \$0.0075
G-TOU-PA-P < 20kW	Winter	Generation - 2021 Vintage	Off-Peak	\$0.05839	+ \$0.0075

G-TOU-PA-S >= 20kW	Summer	Demand - 2021 Vintage	On-Peak	\$2.99	
G-TOU-PA-S >= 20kW	Summer	Generation - 2021 Vintage	On-Peak	\$0.12651	+ \$0.0075
G-TOU-PA-S >= 20kW	Summer	Generation - 2021 Vintage	Semi-Peak	\$0.11619	+ \$0.0075
G-TOU-PA-S >= 20kW	Summer	Generation - 2021 Vintage	Off-Peak	\$0.07737	+ \$0.0075
G-TOU-PA-S >= 20kW	Winter	Generation - 2021 Vintage	On-Peak	\$0.27987	+ \$0.0075
G-TOU-PA-S >= 20kW	Winter	Generation - 2021 Vintage	Semi-Peak	\$0.11924	+ \$0.0075
G-TOU-PA-S >= 20kW	Winter	Generation - 2021 Vintage	Off-Peak	\$0.11918	+ \$0.0075

G-TOU-PA-P >= 20kW	Summer	Demand - 2021 Vintage	On-Peak	\$2.98	
G-TOU-PA-P >= 20kW	Summer	Generation - 2021 Vintage	On-Peak	\$0.12598	+ \$0.0075
G-TOU-PA-P >= 20kW	Summer	Generation - 2021 Vintage	Semi-Peak	\$0.11565	+ \$0.0075
G-TOU-PA-P >= 20kW	Summer	Generation - 2021 Vintage	Off-Peak	\$0.07700	+ \$0.0075
G-TOU-PA-P >= 20kW	Winter	Generation - 2021 Vintage	On-Peak	\$0.27841	+ \$0.0075
G-TOU-PA-P >= 20kW	Winter	Generation - 2021 Vintage	Semi-Peak	\$0.11862	+ \$0.0075
G-TOU-PA-P >= 20kW	Winter	Generation - 2021 Vintage	Off-Peak	\$0.11856	+ \$0.0075

EV-HP-S	Summer	Demand - 2021 Vintage	On-Peak	\$5.63	
EV-HP-S	Summer	Generation - 2021 Vintage	On-Peak	\$0.08116	+ \$0.0075
EV-HP-S	Summer	Generation - 2021 Vintage	Off-Peak	\$0.04858	+ \$0.0075
EV-HP-S	Summer	Generation - 2021 Vintage	Super Off-Peak	\$0.04321	+ \$0.0075
EV-HP-S	Winter	Generation - 2021 Vintage	On-Peak	\$0.09070	+ \$0.0075
EV-HP-S	Winter	Generation - 2021 Vintage	Off-Peak	\$0.05085	+ \$0.0075
EV-HP-S	Winter	Generation - 2021 Vintage	Super Off-Peak	\$0.03929	+ \$0.0075

EV-HP-P	Summer	Demand - 2021 Vintage	On-Peak	\$5.60	
EV-HP-P	Summer	Generation - 2021 Vintage	On-Peak	\$0.08076	+ \$0.0075
EV-HP-P	Summer	Generation - 2021 Vintage	Off-Peak	\$0.04836	+ \$0.0075
EV-HP-P	Summer	Generation - 2021 Vintage	Super Off-Peak	\$0.04306	+ \$0.0075
EV-HP-P	Winter	Generation - 2021 Vintage	On-Peak	\$0.09029	+ \$0.0075
EV-HP-P	Winter	Generation - 2021 Vintage	Off-Peak	\$0.05065	+ \$0.0075
EV-HP-P	Winter	Generation - 2021 Vintage	Super Off-Peak	\$0.03916	+ \$0.0075

CCA Rate Name	Season	Charge Type	Time of Use Period	PowerOn (\$/kWh)	Power100 (\$/kWh)
DR	Summer	Generation - 2022 Vintage	Total	\$0.24382	+ \$0.0075
DR	Winter	Generation - 2022 Vintage	Total	\$0.07424	+ \$0.0075

DR-LI-MB	Summer	Generation - 2022 Vintage	Total	\$0.24382	+ \$0.0075
DR-LI-MB	Winter	Generation - 2022 Vintage	Total	\$0.07424	+ \$0.0075

E-LI-TOU	Summer	Generation - 2022 Vintage	Total	\$0.07299	+ \$0.0075
E-LI-TOU	Winter	Generation - 2022 Vintage	Total	\$0.06808	+ \$0.0075

E-LI-NR	Summer	Generation - 2022 Vintage	Total	\$0.07305	+ \$0.0075
E-LI-NR	Winter	Generation - 2022 Vintage	Total	\$0.06932	+ \$0.0075

DR-SES	Summer	Generation - 2022 Vintage	On-Peak	\$0.45399	+ \$0.0075
DR-SES	Summer	Generation - 2022 Vintage	Off-Peak	\$0.13939	+ \$0.0075
DR-SES	Summer	Generation - 2022 Vintage	Super Off-Peak	\$0.04234	+ \$0.0075
DR-SES	Winter	Generation - 2022 Vintage	On-Peak	\$0.16775	+ \$0.0075
DR-SES	Winter	Generation - 2022 Vintage	Off-Peak	\$0.10789	+ \$0.0075
DR-SES	Winter	Generation - 2022 Vintage	Super Off-Peak	\$0.03453	+ \$0.0075

EV-TOU	Summer	Generation - 2022 Vintage	On-Peak	\$0.45399	+ \$0.0075
EV-TOU	Summer	Generation - 2022 Vintage	Off-Peak	\$0.13939	+ \$0.0075
EV-TOU	Summer	Generation - 2022 Vintage	Super Off-Peak	\$0.04234	+ \$0.0075
EV-TOU	Winter	Generation - 2022 Vintage	On-Peak	\$0.16775	+ \$0.0075
EV-TOU	Winter	Generation - 2022 Vintage	Off-Peak	\$0.10789	+ \$0.0075
EV-TOU	Winter	Generation - 2022 Vintage	Super Off-Peak	\$0.03453	+ \$0.0075

EV-TOU-2	Summer	Generation - 2022 Vintage	On-Peak	\$0.45399	+ \$0.0075
EV-TOU-2	Summer	Generation - 2022 Vintage	Off-Peak	\$0.13939	+ \$0.0075
EV-TOU-2	Summer	Generation - 2022 Vintage	Super Off-Peak	\$0.04234	+ \$0.0075
EV-TOU-2	Winter	Generation - 2022 Vintage	On-Peak	\$0.16775	+ \$0.0075
EV-TOU-2	Winter	Generation - 2022 Vintage	Off-Peak	\$0.10789	+ \$0.0075
EV-TOU-2	Winter	Generation - 2022 Vintage	Super Off-Peak	\$0.03453	+ \$0.0075

EV-TOU-5	Summer	Generation - 2022 Vintage	On-Peak	\$0.45399	+ \$0.0075
EV-TOU-5	Summer	Generation - 2022 Vintage	Off-Peak	\$0.13939	+ \$0.0075
EV-TOU-5	Summer	Generation - 2022 Vintage	Super Off-Peak	\$0.04234	+ \$0.0075
EV-TOU-5	Winter	Generation - 2022 Vintage	On-Peak	\$0.16775	+ \$0.0075
EV-TOU-5	Winter	Generation - 2022 Vintage	Off-Peak	\$0.10789	+ \$0.0075
EV-TOU-5	Winter	Generation - 2022 Vintage	Super Off-Peak	\$0.03453	+ \$0.0075

TOU-DR-1	Summer	Generation - 2022 Vintage	On-Peak	\$0.49133	+ \$0.0075
TOU-DR-1	Summer	Generation - 2022 Vintage	Off-Peak	\$0.19696	+ \$0.0075
TOU-DR-1	Summer	Generation - 2022 Vintage	Super Off-Peak	\$0.04234	+ \$0.0075
TOU-DR-1	Winter	Generation - 2022 Vintage	On-Peak	\$0.13695	+ \$0.0075
TOU-DR-1	Winter	Generation - 2022 Vintage	Off-Peak	\$0.05757	+ \$0.0075
TOU-DR-1	Winter	Generation - 2022 Vintage	Super Off-Peak	\$0.03453	+ \$0.0075

TOU-DR-2	Summer	Generation - 2022 Vintage	On-Peak	\$0.49133	+ \$0.0075
TOU-DR-2	Summer	Generation - 2022 Vintage	Off-Peak	\$0.13320	+ \$0.0075
TOU-DR-2	Winter	Generation - 2022 Vintage	On-Peak	\$0.13695	+ \$0.0075
TOU-DR-2	Winter	Generation - 2022 Vintage	Off-Peak	\$0.04697	+ \$0.0075

TOU-DR	Summer	Generation - 2022 Vintage	On-Peak	\$0.33381	+ \$0.0075
TOU-DR	Summer	Generation - 2022 Vintage	Off-Peak	\$0.24323	+ \$0.0075
TOU-DR	Summer	Generation - 2022 Vintage	Super Off-Peak	\$0.14504	+ \$0.0075
TOU-DR	Winter	Generation - 2022 Vintage	On-Peak	\$0.13658	+ \$0.0075
TOU-DR	Winter	Generation - 2022 Vintage	Off-Peak	\$0.05736	+ \$0.0075
TOU-DR	Winter	Generation - 2022 Vintage	Super Off-Peak	\$0.03438	+ \$0.0075



TOU-A-S	Summer	Generation - 2022 Vintage	On-Peak	\$0.31341	+ \$0.0075
TOU-A-S	Summer	Generation - 2022 Vintage	Off-Peak	\$0.14583	+ \$0.0075
TOU-A-S	Winter	Generation - 2022 Vintage	On-Peak	\$0.15636	+ \$0.0075
TOU-A-S	Winter	Generation - 2022 Vintage	Off-Peak	\$0.05581	+ \$0.0075

TOU-A-P	Summer	Generation - 2022 Vintage	On-Peak	\$0.31160	+ \$0.0075
TOU-A-P	Summer	Generation - 2022 Vintage	Off-Peak	\$0.14486	+ \$0.0075
TOU-A-P	Winter	Generation - 2022 Vintage	On-Peak	\$0.15539	+ \$0.0075
TOU-A-P	Winter	Generation - 2022 Vintage	Off-Peak	\$0.05541	+ \$0.0075

TOU-A-2-S	Summer	Generation - 2022 Vintage	On-Peak	\$0.42621	+ \$0.0075
TOU-A-2-S	Summer	Generation - 2022 Vintage	Off-Peak	\$0.11966	+ \$0.0075
TOU-A-2-S	Summer	Generation - 2022 Vintage	Super Off-Peak	\$0.04713	+ \$0.0075
TOU-A-2-S	Winter	Generation - 2022 Vintage	On-Peak	\$0.14359	+ \$0.0075
TOU-A-2-S	Winter	Generation - 2022 Vintage	Off-Peak	\$0.06183	+ \$0.0075
TOU-A-2-S	Winter	Generation - 2022 Vintage	Super Off-Peak	\$0.03687	+ \$0.0075

TOU-A-2-P	Summer	Generation - 2022 Vintage	On-Peak	\$0.42391	+ \$0.0075
TOU-A-2-P	Summer	Generation - 2022 Vintage	Off-Peak	\$0.11889	+ \$0.0075
TOU-A-2-P	Summer	Generation - 2022 Vintage	Super Off-Peak	\$0.04681	+ \$0.0075
TOU-A-2-P	Winter	Generation - 2022 Vintage	On-Peak	\$0.14271	+ \$0.0075
TOU-A-2-P	Winter	Generation - 2022 Vintage	Off-Peak	\$0.06137	+ \$0.0075
TOU-A-2-P	Winter	Generation - 2022 Vintage	Super Off-Peak	\$0.03659	+ \$0.0075

TOU-A-3-S	Summer	Generation - 2022 Vintage	On-Peak	\$0.30985	+ \$0.0075
TOU-A-3-S	Summer	Generation - 2022 Vintage	Off-Peak	\$0.17196	+ \$0.0075
TOU-A-3-S	Summer	Generation - 2022 Vintage	Super Off-Peak	\$0.04838	+ \$0.0075
TOU-A-3-S	Winter	Generation - 2022 Vintage	On-Peak	\$0.14359	+ \$0.0075
TOU-A-3-S	Winter	Generation - 2022 Vintage	Off-Peak	\$0.06183	+ \$0.0075
TOU-A-3-S	Winter	Generation - 2022 Vintage	Super Off-Peak	\$0.03687	+ \$0.0075

TOU-A-3-P	Summer	Generation - 2022 Vintage	On-Peak	\$0.30812	+ \$0.0075
TOU-A-3-P	Summer	Generation - 2022 Vintage	Off-Peak	\$0.17091	+ \$0.0075
TOU-A-3-P	Summer	Generation - 2022 Vintage	Super Off-Peak	\$0.04793	+ \$0.0075
TOU-A-3-P	Winter	Generation - 2022 Vintage	On-Peak	\$0.14271	+ \$0.0075
TOU-A-3-P	Winter	Generation - 2022 Vintage	Off-Peak	\$0.06137	+ \$0.0075
TOU-A-3-P	Winter	Generation - 2022 Vintage	Super Off-Peak	\$0.03659	+ \$0.0075

A-TC	Summer	Generation - 2022 Vintage	Total	\$0.06791	+ \$0.0075
A-TC	Winter	Generation - 2022 Vintage	Total	\$0.06791	+ \$0.0075

TOU-M	Summer	Generation - 2022 Vintage	On-Peak	\$0.43876	+ \$0.0075
TOU-M	Summer	Generation - 2022 Vintage	Off-Peak	\$0.12032	+ \$0.0075
TOU-M	Summer	Generation - 2022 Vintage	Super Off-Peak	\$0.04924	+ \$0.0075
TOU-M	Winter	Generation - 2022 Vintage	On-Peak	\$0.14315	+ \$0.0075
TOU-M	Winter	Generation - 2022 Vintage	Off-Peak	\$0.06142	+ \$0.0075
TOU-M	Winter	Generation - 2022 Vintage	Super Off-Peak	\$0.03655	+ \$0.0075

OL-TOU	Summer	Generation - 2022 Vintage	On-Peak	\$0.56752	+ \$0.0075
OL-TOU	Summer	Generation - 2022 Vintage	Off-Peak	\$0.16518	+ \$0.0075
OL-TOU	Summer	Generation - 2022 Vintage	Super Off-Peak	\$0.04582	+ \$0.0075
OL-TOU	Winter	Generation - 2022 Vintage	On-Peak	\$0.15643	+ \$0.0075
OL-TOU	Winter	Generation - 2022 Vintage	Off-Peak	\$0.06363	+ \$0.0075
OL-TOU	Winter	Generation - 2022 Vintage	Super Off-Peak	\$0.03671	+ \$0.0075

AL-TOU-S	Summer	Demand - 2022 Vintage	On-Peak	\$18.64	
AL-TOU-S	Summer	Generation - 2022 Vintage	On-Peak	\$0.20850	+ \$0.0075
AL-TOU-S	Summer	Generation - 2022 Vintage	Off-Peak	\$0.10841	+ \$0.0075
AL-TOU-S	Summer	Generation - 2022 Vintage	Super Off-Peak	\$0.07605	+ \$0.0075
AL-TOU-S	Winter	Generation - 2022 Vintage	On-Peak	\$0.21987	+ \$0.0075
AL-TOU-S	Winter	Generation - 2022 Vintage	Off-Peak	\$0.09920	+ \$0.0075
AL-TOU-S	Winter	Generation - 2022 Vintage	Super Off-Peak	\$0.06418	+ \$0.0075

AL-TOU-P	Summer	Demand - 2022 Vintage	On-Peak	\$18.55	
AL-TOU-P	Summer	Generation - 2022 Vintage	On-Peak	\$0.20722	+ \$0.0075
AL-TOU-P	Summer	Generation - 2022 Vintage	Off-Peak	\$0.10766	+ \$0.0075
AL-TOU-P	Summer	Generation - 2022 Vintage	Super Off-Peak	\$0.07560	+ \$0.0075
AL-TOU-P	Winter	Generation - 2022 Vintage	On-Peak	\$0.21861	+ \$0.0075
AL-TOU-P	Winter	Generation - 2022 Vintage	Off-Peak	\$0.09857	+ \$0.0075
AL-TOU-P	Winter	Generation - 2022 Vintage	Super Off-Peak	\$0.06379	+ \$0.0075

AL-TOU-T	Summer	Demand - 2022 Vintage	On-Peak	\$17.76	
AL-TOU-T	Summer	Generation - 2022 Vintage	On-Peak	\$0.19596	+ \$0.0075
AL-TOU-T	Summer	Generation - 2022 Vintage	Off-Peak	\$0.10074	+ \$0.0075
AL-TOU-T	Summer	Generation - 2022 Vintage	Super Off-Peak	\$0.07034	+ \$0.0075
AL-TOU-T	Winter	Generation - 2022 Vintage	On-Peak	\$0.20709	+ \$0.0075
AL-TOU-T	Winter	Generation - 2022 Vintage	Off-Peak	\$0.09226	+ \$0.0075
AL-TOU-T	Winter	Generation - 2022 Vintage	Super Off-Peak	\$0.05901	+ \$0.0075

AL-TOU-2-S	Summer	Demand - 2022 Vintage	On-Peak	\$32.26	
AL-TOU-2-S	Summer	Generation - 2022 Vintage	On-Peak	\$0.18529	+ \$0.0075
AL-TOU-2-S	Summer	Generation - 2022 Vintage	Off-Peak	\$0.09452	+ \$0.0075
AL-TOU-2-S	Summer	Generation - 2022 Vintage	Super Off-Peak	\$0.06369	+ \$0.0075
AL-TOU-2-S	Winter	Generation - 2022 Vintage	On-Peak	\$0.19393	+ \$0.0075
AL-TOU-2-S	Winter	Generation - 2022 Vintage	Off-Peak	\$0.08466	+ \$0.0075
AL-TOU-2-S	Winter	Generation - 2022 Vintage	Super Off-Peak	\$0.05294	+ \$0.0075

AL-TOU-2-P	Summer	Demand - 2022 Vintage	On-Peak	\$32.10	
AL-TOU-2-P	Summer	Generation - 2022 Vintage	On-Peak	\$0.18413	+ \$0.0075
AL-TOU-2-P	Summer	Generation - 2022 Vintage	Off-Peak	\$0.09382	+ \$0.0075
AL-TOU-2-P	Summer	Generation - 2022 Vintage	Super Off-Peak	\$0.06328	+ \$0.0075
AL-TOU-2-P	Winter	Generation - 2022 Vintage	On-Peak	\$0.19280	+ \$0.0075
AL-TOU-2-P	Winter	Generation - 2022 Vintage	Off-Peak	\$0.08408	+ \$0.0075
AL-TOU-2-P	Winter	Generation - 2022 Vintage	Super Off-Peak	\$0.05260	+ \$0.0075

AL-TOU-2-T	Summer	Demand - 2022 Vintage	On-Peak	\$30.72	
AL-TOU-2-T	Summer	Generation - 2022 Vintage	On-Peak	\$0.17386	+ \$0.0075
AL-TOU-2-T	Summer	Generation - 2022 Vintage	Off-Peak	\$0.08750	+ \$0.0075
AL-TOU-2-T	Summer	Generation - 2022 Vintage	Super Off-Peak	\$0.05852	+ \$0.0075
AL-TOU-2-T	Winter	Generation - 2022 Vintage	On-Peak	\$0.18235	+ \$0.0075
AL-TOU-2-T	Winter	Generation - 2022 Vintage	Off-Peak	\$0.07837	+ \$0.0075
AL-TOU-2-T	Winter	Generation - 2022 Vintage	Super Off-Peak	\$0.04826	+ \$0.0075

DG-R-S	Summer	Generation - 2022 Vintage	On-Peak	\$0.56452	+ \$0.0075
DG-R-S	Summer	Generation - 2022 Vintage	Off-Peak	\$0.16702	+ \$0.0075
DG-R-S	Summer	Generation - 2022 Vintage	Super Off-Peak	\$0.04588	+ \$0.0075
DG-R-S	Winter	Generation - 2022 Vintage	On-Peak	\$0.15646	+ \$0.0075
DG-R-S	Winter	Generation - 2022 Vintage	Off-Peak	\$0.06365	+ \$0.0075

DG-R-S	Winter	Generation - 2022 Vintage	Super Off-Peak	\$0.03672	+ \$0.0075
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DG-R-P	Summer	Generation - 2022 Vintage	On-Peak	\$0.56168	+ \$0.0075
DG-R-P	Summer	Generation - 2022 Vintage	Off-Peak	\$0.16603	+ \$0.0075
DG-R-P	Summer	Generation - 2022 Vintage	Super Off-Peak	\$0.04554	+ \$0.0075
DG-R-P	Winter	Generation - 2022 Vintage	On-Peak	\$0.15550	+ \$0.0075
DG-R-P	Winter	Generation - 2022 Vintage	Off-Peak	\$0.06316	+ \$0.0075
DG-R-P	Winter	Generation - 2022 Vintage	Super Off-Peak	\$0.03641	+ \$0.0075

DG-R-T	Summer	Generation - 2022 Vintage	On-Peak	\$0.53658	+ \$0.0075
DG-R-T	Summer	Generation - 2022 Vintage	Off-Peak	\$0.15700	+ \$0.0075
DG-R-T	Summer	Generation - 2022 Vintage	Super Off-Peak	\$0.04150	+ \$0.0075
DG-R-T	Winter	Generation - 2022 Vintage	On-Peak	\$0.14663	+ \$0.0075
DG-R-T	Winter	Generation - 2022 Vintage	Off-Peak	\$0.05832	+ \$0.0075
DG-R-T	Winter	Generation - 2022 Vintage	Super Off-Peak	\$0.03273	+ \$0.0075

A6-TOU-P	Summer	Demand - 2022 Vintage	Total	\$18.55	
A6-TOU-P	Summer	Generation - 2022 Vintage	On-Peak	\$0.20722	+ \$0.0075
A6-TOU-P	Summer	Generation - 2022 Vintage	Off-Peak	\$0.10766	+ \$0.0075
A6-TOU-P	Summer	Generation - 2022 Vintage	Super Off-Peak	\$0.07560	+ \$0.0075
A6-TOU-P	Winter	Generation - 2022 Vintage	On-Peak	\$0.21861	+ \$0.0075
A6-TOU-P	Winter	Generation - 2022 Vintage	Off-Peak	\$0.09857	+ \$0.0075
A6-TOU-P	Winter	Generation - 2022 Vintage	Super Off-Peak	\$0.06379	+ \$0.0075

A6-TOU-T	Summer	Demand - 2022 Vintage	Total	\$17.76	
A6-TOU-T	Summer	Generation - 2022 Vintage	On-Peak	\$0.19596	+ \$0.0075
A6-TOU-T	Summer	Generation - 2022 Vintage	Off-Peak	\$0.10074	+ \$0.0075
A6-TOU-T	Summer	Generation - 2022 Vintage	Super Off-Peak	\$0.07034	+ \$0.0075
A6-TOU-T	Winter	Generation - 2022 Vintage	On-Peak	\$0.20709	+ \$0.0075
A6-TOU-T	Winter	Generation - 2022 Vintage	Off-Peak	\$0.09226	+ \$0.0075
A6-TOU-T	Winter	Generation - 2022 Vintage	Super Off-Peak	\$0.05901	+ \$0.0075

TOU-PA-S	Summer	Generation - 2022 Vintage	On-Peak	\$0.31436	+ \$0.0075
TOU-PA-S	Summer	Generation - 2022 Vintage	Off-Peak	\$0.15484	+ \$0.0075
TOU-PA-S	Winter	Generation - 2022 Vintage	On-Peak	\$0.14271	+ \$0.0075
TOU-PA-S	Winter	Generation - 2022 Vintage	Off-Peak	\$0.04818	+ \$0.0075

TOU-PA-P	Summer	Generation - 2022 Vintage	On-Peak	\$0.31258	+ \$0.0075
TOU-PA-P	Summer	Generation - 2022 Vintage	Off-Peak	\$0.15385	+ \$0.0075
TOU-PA-P	Winter	Generation - 2022 Vintage	On-Peak	\$0.14183	+ \$0.0075
TOU-PA-P	Winter	Generation - 2022 Vintage	Off-Peak	\$0.04785	+ \$0.0075

TOU-PA-2-S	Summer	Demand - 2022 Vintage	On-Peak	\$16.53	
TOU-PA-2-S	Summer	Generation - 2022 Vintage	On-Peak	\$0.19238	+ \$0.0075
TOU-PA-2-S	Summer	Generation - 2022 Vintage	Off-Peak	\$0.10705	+ \$0.0075
TOU-PA-2-S	Summer	Generation - 2022 Vintage	Super Off-Peak	\$0.05798	+ \$0.0075
TOU-PA-2-S	Winter	Generation - 2022 Vintage	On-Peak	\$0.16735	+ \$0.0075
TOU-PA-2-S	Winter	Generation - 2022 Vintage	Off-Peak	\$0.07552	+ \$0.0075
TOU-PA-2-S	Winter	Generation - 2022 Vintage	Super Off-Peak	\$0.04884	+ \$0.0075

TOU-PA-2-P	Summer	Demand - 2022 Vintage	On-Peak	\$16.45	
TOU-PA-2-P	Summer	Generation - 2022 Vintage	On-Peak	\$0.19147	+ \$0.0075
TOU-PA-2-P	Summer	Generation - 2022 Vintage	Off-Peak	\$0.10653	+ \$0.0075
TOU-PA-2-P	Summer	Generation - 2022 Vintage	Super Off-Peak	\$0.05764	+ \$0.0075

TOU-PA-2-P	Winter	Generation - 2022 Vintage	On-Peak	\$0.16639	+ \$0.0075
TOU-PA-2-P	Winter	Generation - 2022 Vintage	Off-Peak	\$0.07503	+ \$0.0075
TOU-PA-2-P	Winter	Generation - 2022 Vintage	Super Off-Peak	\$0.04854	+ \$0.0075

TOU-PA-3-S <20kW	Summer	Generation - 2022 Vintage	On-Peak	\$0.36721	+ \$0.0075
TOU-PA-3-S <20kW	Summer	Generation - 2022 Vintage	Off-Peak	\$0.17960	+ \$0.0075
TOU-PA-3-S <20kW	Summer	Generation - 2022 Vintage	Super Off-Peak	\$0.06376	+ \$0.0075
TOU-PA-3-S <20kW	Winter	Generation - 2022 Vintage	On-Peak	\$0.12962	+ \$0.0075
TOU-PA-3-S <20kW	Winter	Generation - 2022 Vintage	Off-Peak	\$0.05436	+ \$0.0075
TOU-PA-3-S <20kW	Winter	Generation - 2022 Vintage	Super Off-Peak	\$0.03249	+ \$0.0075

TOU-PA-3-P <20kW	Summer	Generation - 2022 Vintage	On-Peak	\$0.36524	+ \$0.0075
TOU-PA-3-P <20kW	Summer	Generation - 2022 Vintage	Off-Peak	\$0.17852	+ \$0.0075
TOU-PA-3-P <20kW	Summer	Generation - 2022 Vintage	Super Off-Peak	\$0.06326	+ \$0.0075
TOU-PA-3-P <20kW	Winter	Generation - 2022 Vintage	On-Peak	\$0.12885	+ \$0.0075
TOU-PA-3-P <20kW	Winter	Generation - 2022 Vintage	Off-Peak	\$0.05396	+ \$0.0075
TOU-PA-3-P <20kW	Winter	Generation - 2022 Vintage	Super Off-Peak	\$0.03225	+ \$0.0075

TOU-PA-3-S >=20kW	Summer	Demand - 2022 Vintage	On-Peak	\$5.29	
TOU-PA-3-S >=20kW	Summer	Generation - 2022 Vintage	On-Peak	\$0.37439	+ \$0.0075
TOU-PA-3-S >=20kW	Summer	Generation - 2022 Vintage	Off-Peak	\$0.18849	+ \$0.0075
TOU-PA-3-S >=20kW	Summer	Generation - 2022 Vintage	Super Off-Peak	\$0.05355	+ \$0.0075
TOU-PA-3-S >=20kW	Winter	Generation - 2022 Vintage	On-Peak	\$0.12183	+ \$0.0075
TOU-PA-3-S >=20kW	Winter	Generation - 2022 Vintage	Off-Peak	\$0.05001	+ \$0.0075
TOU-PA-3-S >=20kW	Winter	Generation - 2022 Vintage	Super Off-Peak	\$0.02912	+ \$0.0075

TOU-PA-3-P >=20kW	Summer	Demand - 2022 Vintage	On-Peak	\$5.27	
TOU-PA-3-P >=20kW	Summer	Generation - 2022 Vintage	On-Peak	\$0.37260	+ \$0.0075
TOU-PA-3-P >=20kW	Summer	Generation - 2022 Vintage	Off-Peak	\$0.18756	+ \$0.0075
TOU-PA-3-P >=20kW	Summer	Generation - 2022 Vintage	Super Off-Peak	\$0.05309	+ \$0.0075
TOU-PA-3-P >=20kW	Winter	Generation - 2022 Vintage	On-Peak	\$0.12105	+ \$0.0075
TOU-PA-3-P >=20kW	Winter	Generation - 2022 Vintage	Off-Peak	\$0.04956	+ \$0.0075
TOU-PA-3-P >=20kW	Winter	Generation - 2022 Vintage	Super Off-Peak	\$0.02878	+ \$0.0075

PA-T-1-S	Summer	Demand - 2022 Vintage	On-Peak	\$9.58	
PA-T-1-S	Summer	Generation - 2022 Vintage	On-Peak	\$0.18585	+ \$0.0075
PA-T-1-S	Summer	Generation - 2022 Vintage	Off-Peak	\$0.10421	+ \$0.0075
PA-T-1-S	Summer	Generation - 2022 Vintage	Super Off-Peak	\$0.06464	+ \$0.0075
PA-T-1-S	Winter	Generation - 2022 Vintage	On-Peak	\$0.18153	+ \$0.0075
PA-T-1-S	Winter	Generation - 2022 Vintage	Off-Peak	\$0.08349	+ \$0.0075
PA-T-1-S	Winter	Generation - 2022 Vintage	Super Off-Peak	\$0.05499	+ \$0.0075

PA-T-1-P	Summer	Demand - 2022 Vintage	On-Peak	\$9.53	
PA-T-1-P	Summer	Generation - 2022 Vintage	On-Peak	\$0.18474	+ \$0.0075
PA-T-1-P	Summer	Generation - 2022 Vintage	Off-Peak	\$0.10354	+ \$0.0075
PA-T-1-P	Summer	Generation - 2022 Vintage	Super Off-Peak	\$0.06428	+ \$0.0075
PA-T-1-P	Winter	Generation - 2022 Vintage	On-Peak	\$0.18051	+ \$0.0075
PA-T-1-P	Winter	Generation - 2022 Vintage	Off-Peak	\$0.08297	+ \$0.0075
PA-T-1-P	Winter	Generation - 2022 Vintage	Super Off-Peak	\$0.05467	+ \$0.0075

PA-T-1-T	Summer	Demand - 2022 Vintage	On-Peak	\$9.13	
PA-T-1-T	Summer	Generation - 2022 Vintage	On-Peak	\$0.17499	+ \$0.0075
PA-T-1-T	Summer	Generation - 2022 Vintage	Off-Peak	\$0.09736	+ \$0.0075
PA-T-1-T	Summer	Generation - 2022 Vintage	Super Off-Peak	\$0.06000	+ \$0.0075

PA-T-1-T	Winter	Generation - 2022 Vintage	On-Peak	\$0.17113	+ \$0.0075
PA-T-1-T	Winter	Generation - 2022 Vintage	Off-Peak	\$0.07784	+ \$0.0075
PA-T-1-T	Winter	Generation - 2022 Vintage	Super Off-Peak	\$0.05079	+ \$0.0075
LS	All	Generation - 2022 Vintage	Total	\$0.08204	+ \$0.0075
OL-2	All	Generation - 2022 Vintage	Total	\$0.08204	+ \$0.0075
LS-2-AD	Summer	Generation - 2022 Vintage	On-Peak	\$0.31886	+ \$0.0075
LS-2-AD	Summer	Generation - 2022 Vintage	Off-Peak	\$0.18097	+ \$0.0075
LS-2-AD	Summer	Generation - 2022 Vintage	Super Off-Peak	\$0.05739	+ \$0.0075
LS-2-AD	Winter	Generation - 2022 Vintage	On-Peak	\$0.15260	+ \$0.0075
LS-2-AD	Winter	Generation - 2022 Vintage	Off-Peak	\$0.07084	+ \$0.0075
LS-2-AD	Winter	Generation - 2022 Vintage	Super Off-Peak	\$0.04588	+ \$0.0075
G-TOU-M	Summer	Generation - 2022 Vintage	On-Peak	\$0.19867	+ \$0.0075
G-TOU-M	Summer	Generation - 2022 Vintage	Semi-Peak	\$0.18319	+ \$0.0075
G-TOU-M	Summer	Generation - 2022 Vintage	Off-Peak	\$0.18124	+ \$0.0075
G-TOU-M	Winter	Generation - 2022 Vintage	On-Peak	\$0.18900	+ \$0.0075
G-TOU-M	Winter	Generation - 2022 Vintage	Semi-Peak	\$0.06618	+ \$0.0075
G-TOU-M	Winter	Generation - 2022 Vintage	Off-Peak	\$0.06461	+ \$0.0075
G-OL-TOU	Summer	Generation - 2022 Vintage	On-Peak	\$0.16927	+ \$0.0075
G-OL-TOU	Summer	Generation - 2022 Vintage	Semi-Peak	\$0.13415	+ \$0.0075
G-OL-TOU	Summer	Generation - 2022 Vintage	Off-Peak	\$0.10686	+ \$0.0075
G-OL-TOU	Winter	Generation - 2022 Vintage	On-Peak	\$0.31978	+ \$0.0075
G-OL-TOU	Winter	Generation - 2022 Vintage	Semi-Peak	\$0.12077	+ \$0.0075
G-OL-TOU	Winter	Generation - 2022 Vintage	Off-Peak	\$0.12075	+ \$0.0075
G-TOU-A-S	Summer	Generation - 2022 Vintage	On-Peak	\$0.35723	+ \$0.0075
G-TOU-A-S	Summer	Generation - 2022 Vintage	Semi-Peak	\$0.18532	+ \$0.0075
G-TOU-A-S	Summer	Generation - 2022 Vintage	Off-Peak	\$0.06071	+ \$0.0075
G-TOU-A-S	Winter	Generation - 2022 Vintage	On-Peak	\$0.18515	+ \$0.0075
G-TOU-A-S	Winter	Generation - 2022 Vintage	Semi-Peak	\$0.06451	+ \$0.0075
G-TOU-A-S	Winter	Generation - 2022 Vintage	Off-Peak	\$0.06289	+ \$0.0075
G-TOU-A-P	Summer	Generation - 2022 Vintage	On-Peak	\$0.35510	+ \$0.0075
G-TOU-A-P	Summer	Generation - 2022 Vintage	Semi-Peak	\$0.18410	+ \$0.0075
G-TOU-A-P	Summer	Generation - 2022 Vintage	Off-Peak	\$0.06016	+ \$0.0075
G-TOU-A-P	Winter	Generation - 2022 Vintage	On-Peak	\$0.18403	+ \$0.0075
G-TOU-A-P	Winter	Generation - 2022 Vintage	Semi-Peak	\$0.06402	+ \$0.0075
G-TOU-A-P	Winter	Generation - 2022 Vintage	Off-Peak	\$0.06241	+ \$0.0075
G-AL-TOU-S	Summer	Demand - 2022 Vintage	On-Peak	\$3.33	
G-AL-TOU-S	Summer	Generation - 2022 Vintage	On-Peak	\$0.09965	+ \$0.0075
G-AL-TOU-S	Summer	Generation - 2022 Vintage	Semi-Peak	\$0.09789	+ \$0.0075
G-AL-TOU-S	Summer	Generation - 2022 Vintage	Off-Peak	\$0.07861	+ \$0.0075
G-AL-TOU-S	Winter	Generation - 2022 Vintage	On-Peak	\$0.35947	+ \$0.0075
G-AL-TOU-S	Winter	Generation - 2022 Vintage	Semi-Peak	\$0.13937	+ \$0.0075
G-AL-TOU-S	Winter	Generation - 2022 Vintage	Off-Peak	\$0.13934	+ \$0.0075
G-AL-TOU-P	Summer	Demand - 2022 Vintage	On-Peak	\$3.32	
G-AL-TOU-P	Summer	Generation - 2022 Vintage	On-Peak	\$0.09884	+ \$0.0075
G-AL-TOU-P	Summer	Generation - 2022 Vintage	Semi-Peak	\$0.09710	+ \$0.0075

G-AL-TOU-P	Summer	Generation - 2022 Vintage	Off-Peak	\$0.07791	+ \$0.0075
G-AL-TOU-P	Winter	Generation - 2022 Vintage	On-Peak	\$0.35747	+ \$0.0075
G-AL-TOU-P	Winter	Generation - 2022 Vintage	Semi-Peak	\$0.13852	+ \$0.0075
G-AL-TOU-P	Winter	Generation - 2022 Vintage	Off-Peak	\$0.13848	+ \$0.0075

G-AL-TOU-T	Summer	Demand - 2022 Vintage	On-Peak	\$3.16	
G-AL-TOU-T	Summer	Generation - 2022 Vintage	On-Peak	\$0.09203	+ \$0.0075
G-AL-TOU-T	Summer	Generation - 2022 Vintage	Semi-Peak	\$0.09040	+ \$0.0075
G-AL-TOU-T	Summer	Generation - 2022 Vintage	Off-Peak	\$0.07202	+ \$0.0075
G-AL-TOU-T	Winter	Generation - 2022 Vintage	On-Peak	\$0.33980	+ \$0.0075
G-AL-TOU-T	Winter	Generation - 2022 Vintage	Semi-Peak	\$0.13047	+ \$0.0075
G-AL-TOU-T	Winter	Generation - 2022 Vintage	Off-Peak	\$0.13044	+ \$0.0075

G-DG-R-S	Summer	Generation - 2022 Vintage	On-Peak	\$0.16566	+ \$0.0075
G-DG-R-S	Summer	Generation - 2022 Vintage	Semi-Peak	\$0.13635	+ \$0.0075
G-DG-R-S	Summer	Generation - 2022 Vintage	Off-Peak	\$0.10691	+ \$0.0075
G-DG-R-S	Winter	Generation - 2022 Vintage	On-Peak	\$0.31982	+ \$0.0075
G-DG-R-S	Winter	Generation - 2022 Vintage	Semi-Peak	\$0.12079	+ \$0.0075
G-DG-R-S	Winter	Generation - 2022 Vintage	Off-Peak	\$0.12076	+ \$0.0075

G-DG-R-P	Summer	Generation - 2022 Vintage	On-Peak	\$0.16470	+ \$0.0075
G-DG-R-P	Summer	Generation - 2022 Vintage	Semi-Peak	\$0.13541	+ \$0.0075
G-DG-R-P	Summer	Generation - 2022 Vintage	Off-Peak	\$0.10607	+ \$0.0075
G-DG-R-P	Winter	Generation - 2022 Vintage	On-Peak	\$0.31801	+ \$0.0075
G-DG-R-P	Winter	Generation - 2022 Vintage	Semi-Peak	\$0.12002	+ \$0.0075
G-DG-R-P	Winter	Generation - 2022 Vintage	Off-Peak	\$0.11998	+ \$0.0075

G-DG-R-T	Summer	Generation - 2022 Vintage	On-Peak	\$0.15664	+ \$0.0075
G-DG-R-T	Summer	Generation - 2022 Vintage	Semi-Peak	\$0.12745	+ \$0.0075
G-DG-R-T	Summer	Generation - 2022 Vintage	Off-Peak	\$0.09892	+ \$0.0075
G-DG-R-T	Winter	Generation - 2022 Vintage	On-Peak	\$0.30203	+ \$0.0075
G-DG-R-T	Winter	Generation - 2022 Vintage	Semi-Peak	\$0.11274	+ \$0.0075
G-DG-R-T	Winter	Generation - 2022 Vintage	Off-Peak	\$0.11270	+ \$0.0075

G-A6-TOU-P	Summer	Demand - 2022 Vintage	Total	\$3.32	
G-A6-TOU-P	Summer	Generation - 2022 Vintage	On-Peak	\$0.09884	+ \$0.0075
G-A6-TOU-P	Summer	Generation - 2022 Vintage	Semi-Peak	\$0.09710	+ \$0.0075
G-A6-TOU-P	Summer	Generation - 2022 Vintage	Off-Peak	\$0.07791	+ \$0.0075
G-A6-TOU-P	Winter	Generation - 2022 Vintage	On-Peak	\$0.35747	+ \$0.0075
G-A6-TOU-P	Winter	Generation - 2022 Vintage	Semi-Peak	\$0.13852	+ \$0.0075
G-A6-TOU-P	Winter	Generation - 2022 Vintage	Off-Peak	\$0.13848	+ \$0.0075

G-A6-TOU-T	Summer	Demand - 2022 Vintage	Total	\$3.16	
G-A6-TOU-T	Summer	Generation - 2022 Vintage	On-Peak	\$0.09203	+ \$0.0075
G-A6-TOU-T	Summer	Generation - 2022 Vintage	Semi-Peak	\$0.09040	+ \$0.0075
G-A6-TOU-T	Summer	Generation - 2022 Vintage	Off-Peak	\$0.07202	+ \$0.0075
G-A6-TOU-T	Winter	Generation - 2022 Vintage	On-Peak	\$0.33980	+ \$0.0075
G-A6-TOU-T	Winter	Generation - 2022 Vintage	Semi-Peak	\$0.13047	+ \$0.0075
G-A6-TOU-T	Winter	Generation - 2022 Vintage	Off-Peak	\$0.13044	+ \$0.0075

G-PA-T-1-S	Summer	Demand - 2022 Vintage	On-Peak	\$2.68	
G-PA-T-1-S	Summer	Generation - 2022 Vintage	On-Peak	\$0.09316	+ \$0.0075
G-PA-T-1-S	Summer	Generation - 2022 Vintage	Semi-Peak	\$0.09099	+ \$0.0075
G-PA-T-1-S	Summer	Generation - 2022 Vintage	Off-Peak	\$0.05365	+ \$0.0075

G-PA-T-1-S	Winter	Generation - 2022 Vintage	On-Peak	\$0.23792	+ \$0.0075
G-PA-T-1-S	Winter	Generation - 2022 Vintage	Semi-Peak	\$0.08941	+ \$0.0075
G-PA-T-1-S	Winter	Generation - 2022 Vintage	Off-Peak	\$0.08933	+ \$0.0075

G-PA-T-1-P	Summer	Demand - 2022 Vintage	On-Peak	\$2.66	
G-PA-T-1-P	Summer	Generation - 2022 Vintage	On-Peak	\$0.08720	+ \$0.0075
G-PA-T-1-P	Summer	Generation - 2022 Vintage	Semi-Peak	\$0.08506	+ \$0.0075
G-PA-T-1-P	Summer	Generation - 2022 Vintage	Off-Peak	\$0.04790	+ \$0.0075
G-PA-T-1-P	Winter	Generation - 2022 Vintage	On-Peak	\$0.23657	+ \$0.0075
G-PA-T-1-P	Winter	Generation - 2022 Vintage	Semi-Peak	\$0.08884	+ \$0.0075
G-PA-T-1-P	Winter	Generation - 2022 Vintage	Off-Peak	\$0.08875	+ \$0.0075

G-PA-T-1-T	Summer	Demand - 2022 Vintage	On-Peak	\$2.55	
G-PA-T-1-T	Summer	Generation - 2022 Vintage	On-Peak	\$0.08650	+ \$0.0075
G-PA-T-1-T	Summer	Generation - 2022 Vintage	Semi-Peak	\$0.08452	+ \$0.0075
G-PA-T-1-T	Summer	Generation - 2022 Vintage	Off-Peak	\$0.04894	+ \$0.0075
G-PA-T-1-T	Winter	Generation - 2022 Vintage	On-Peak	\$0.23497	+ \$0.0075
G-PA-T-1-T	Winter	Generation - 2022 Vintage	Semi-Peak	\$0.08813	+ \$0.0075
G-PA-T-1-T	Winter	Generation - 2022 Vintage	Off-Peak	\$0.08805	+ \$0.0075

G-TOU-PA-S < 20kW	Summer	Generation - 2022 Vintage	On-Peak	\$0.35510	+ \$0.0075
G-TOU-PA-S < 20kW	Summer	Generation - 2022 Vintage	Semi-Peak	\$0.13619	+ \$0.0075
G-TOU-PA-S < 20kW	Summer	Generation - 2022 Vintage	Off-Peak	\$0.06065	+ \$0.0075
G-TOU-PA-S < 20kW	Winter	Generation - 2022 Vintage	On-Peak	\$0.13190	+ \$0.0075
G-TOU-PA-S < 20kW	Winter	Generation - 2022 Vintage	Semi-Peak	\$0.03968	+ \$0.0075
G-TOU-PA-S < 20kW	Winter	Generation - 2022 Vintage	Off-Peak	\$0.03962	+ \$0.0075

G-TOU-PA-P < 20kW	Summer	Generation - 2022 Vintage	On-Peak	\$0.35301	+ \$0.0075
G-TOU-PA-P < 20kW	Summer	Generation - 2022 Vintage	Semi-Peak	\$0.13526	+ \$0.0075
G-TOU-PA-P < 20kW	Summer	Generation - 2022 Vintage	Off-Peak	\$0.06011	+ \$0.0075
G-TOU-PA-P < 20kW	Winter	Generation - 2022 Vintage	On-Peak	\$0.13099	+ \$0.0075
G-TOU-PA-P < 20kW	Winter	Generation - 2022 Vintage	Semi-Peak	\$0.03925	+ \$0.0075
G-TOU-PA-P < 20kW	Winter	Generation - 2022 Vintage	Off-Peak	\$0.03919	+ \$0.0075

G-TOU-PA-S >= 20kW	Summer	Demand - 2022 Vintage	On-Peak	\$2.99	
G-TOU-PA-S >= 20kW	Summer	Generation - 2022 Vintage	On-Peak	\$0.10731	+ \$0.0075
G-TOU-PA-S >= 20kW	Summer	Generation - 2022 Vintage	Semi-Peak	\$0.09699	+ \$0.0075
G-TOU-PA-S >= 20kW	Summer	Generation - 2022 Vintage	Off-Peak	\$0.05817	+ \$0.0075
G-TOU-PA-S >= 20kW	Winter	Generation - 2022 Vintage	On-Peak	\$0.26067	+ \$0.0075
G-TOU-PA-S >= 20kW	Winter	Generation - 2022 Vintage	Semi-Peak	\$0.10004	+ \$0.0075
G-TOU-PA-S >= 20kW	Winter	Generation - 2022 Vintage	Off-Peak	\$0.09998	+ \$0.0075

G-TOU-PA-P >= 20kW	Summer	Demand - 2022 Vintage	On-Peak	\$2.98	
G-TOU-PA-P >= 20kW	Summer	Generation - 2022 Vintage	On-Peak	\$0.10678	+ \$0.0075
G-TOU-PA-P >= 20kW	Summer	Generation - 2022 Vintage	Semi-Peak	\$0.09645	+ \$0.0075
G-TOU-PA-P >= 20kW	Summer	Generation - 2022 Vintage	Off-Peak	\$0.05780	+ \$0.0075
G-TOU-PA-P >= 20kW	Winter	Generation - 2022 Vintage	On-Peak	\$0.25921	+ \$0.0075
G-TOU-PA-P >= 20kW	Winter	Generation - 2022 Vintage	Semi-Peak	\$0.09942	+ \$0.0075
G-TOU-PA-P >= 20kW	Winter	Generation - 2022 Vintage	Off-Peak	\$0.09936	+ \$0.0075

EV-HP-S	Summer	Demand - 2022 Vintage	On-Peak	\$5.63	+ \$0.0075
EV-HP-S	Summer	Generation - 2022 Vintage	On-Peak	\$0.08116	+ \$0.0075
EV-HP-S	Summer	Generation - 2022 Vintage	Off-Peak	\$0.04858	+ \$0.0075
EV-HP-S	Summer	Generation - 2022 Vintage	Super Off-Peak	\$0.04321	+ \$0.0075

EV-HP-S	Winter	Generation - 2022 Vintage	On-Peak	\$0.09070	+ \$0.0075
EV-HP-S	Winter	Generation - 2022 Vintage	Off-Peak	\$0.05085	+ \$0.0075
EV-HP-S	Winter	Generation - 2022 Vintage	Super Off-Peak	\$0.03929	+ \$0.0075

EV-HP-P	Summer	Demand - 2022 Vintage	On-Peak	\$5.60	+ \$0.0075
EV-HP-P	Summer	Generation - 2022 Vintage	On-Peak	\$0.08076	+ \$0.0075
EV-HP-P	Summer	Generation - 2022 Vintage	Off-Peak	\$0.04836	+ \$0.0075
EV-HP-P	Summer	Generation - 2022 Vintage	Super Off-Peak	\$0.04306	+ \$0.0075
EV-HP-P	Winter	Generation - 2022 Vintage	On-Peak	\$0.09029	+ \$0.0075
EV-HP-P	Winter	Generation - 2022 Vintage	Off-Peak	\$0.05065	+ \$0.0075
EV-HP-P	Winter	Generation - 2022 Vintage	Super Off-Peak	\$0.03916	+ \$0.0075

*\*Power100 cost = (Usage\*PowerOn Rate) + (Usage\*Power100 Adder)*

*Generation is assessed at \$/kWh*

*Demand is assessed at \$/kW*





## SAN DIEGO COMMUNITY POWER Staff Report – Item 11

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To: San Diego Community Power Board of Directors

From: Eric W. Washington, Chief Financial Officer

Via: Karin Burns, Chief Executive Officer

Subject: Approval of New Credit Agreement to Implement New Line of Credit of \$150,000,000 from JP Morgan Credit Facility

Date: January 23, 2023

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### RECOMMENDATION

Recommend Board approval to authorize the Chief Financial Officer or Chief Executive Officer to execute a new credit agreement and related documents necessary to implement a new line of credit of \$150,000,000 from a JP Morgan credit facility.

### BACKGROUND

On December 3, 2019, the SDCP Board of Directors directed staff to finalize negotiations with River City Bank for a credit facility and banking services for SDCP's start-up, operational financing and banking needs. The RFP was issued with the determination that a credit facility of up to \$35 million was sufficient. Subsequently, the Board authorized SDCP on March 24, 2022, to execute an amended credit agreement and related documents necessary to implement its current \$50 million credit facility with River City Bank. The funds were made available pursuant to the River City Bank credit facility are used primarily for working capital, collateral postings for short and long-term power purchases required to meet ongoing power procurement needs.

On May 27, 2021 and April 28, 2022, the Board received regulatory updates that noted potentially significant financial exposure to the agency related to various regulatory proceedings but most notably with the Provider of Last Resort (POLR), which altogether contributes to a substantial risk. Further, with SDCP being in phase 4 of the enrollment period and significant increases in energy costs incurred in 2022, SDCP's current projections from its Pro Forma suggest the need to increase SDCP's line of credit to maintain a prudent financial position.

Therefore, on October 6, 2022, SDCP entered into a professional service agreement with PFM Financial Advisors (PFM) to assist SDCP with the development of its financial planning effort and to prepare an executable work plan for obtaining a rating/credit plan which includes identifying additional credit facilities to increase liquidity and manage financial risk. The agreement included a not to exceed amount of \$25,000 and was

executed under section 5a of SDCP's Procurement Policy and section 1a of its Delegated Contract Authority Policy.

Subsequently, on October 21, 2022, PFM issued an RFP on behalf of SDCP for a line of credit to (i) provide/replace standby letters of credit to secure power purchase agreements and to cover California Public Utilities Commission (CPUC) requirements related to POLR rulemaking and (ii) provide working capital and support longer-term operations, including SDCP's planned expansion in 2023. Subsequently, on November 11, 2022, JP Morgan submitted a proposal providing a multi-use Revolving Line of Credit for up to five years for the full amount requested of \$150 million in response to the RFP issued by SDCP.

As a condition of the JP Morgan proposal, the existing River City Bank line of credit of \$50 million will be closed contingent on the approval of the JP Morgan line of credit. Staff recommends approval to execute the necessary documents to obtain SDCP's credit facility with JP Morgan for \$150 million.

### **ANALYSIS AND DISCUSSION**

Senate Bill 520 (Hertzberg, 2019) required the CPUC to develop rules and regulation for a Provider of Last Resort (POLR) should a Community Choice Aggregate (CCA) or Energy Service Provider (ESP) fail. SB 520 dictates that Investor-Owned Utilities (IOUs) will be the POLR and ordered the CPUC to ensure cost recovery, continuity of service and reliability and continuation of California's clean energy goals. The CPUC initiated a Rulemaking in March 2021 to develop POLR rules based on requirements of SB 520.

The regulatory mechanisms determined by POLR rules increases SDCP's financial risk substantially in order to prevent IOUs and customers from incurring the mass involuntary return costs in an event of a failure. The largest cost risk is the Financial Security Requirements (FSR) and Re-Entry Fees. FSRs are meant to cover re-entry fees to the extent that they can, the calculation methodology for FSRs is the same as for re-entry fees. However, since FSRs are only calculated twice a year there may still be residual re-entry fees to be collected.

The current FSR minimum is \$147,000. The FSR is calculated and posted every 6 months. IOUs have proposed changing the methodology on calculating the FSR that takes into consideration increase risk. CalCCA and IOUs analyzed the proposed changes with an alarming example citing Southern California Edison (SCE) would most likely have an impact up to \$125 million in increased risk.

On May 10, 2022 SCE filed a Tier 2 Advice Letter (AL) 4789-E updating the FSR for all of the CCAs in its service territory. The updated FSRs resulted in the amounts of millions, including a \$97 million FSR for one CCA, Clean power Alliance, which was rejected by the CPUC. IOUs and CalCCA have both submitted proposals and the CPUC has scheduled a workshop event on FSR Calculations March 7, 2023.

For the period ending 11/30/22 total SDCP reserves were \$69,018,137 and total available liquidity (including available line of credit of \$26,479,918) was \$73,229,643.



SDCP's total available liquidity of \$73,229,643 is at risk from a substantial increase of FSR that would result from the POLR proceedings. A large increase to the FSR would force SDCP to utilize existing liquidity to an extent where it would jeopardize SDCP's ability to operate.

The \$100 million increase to the existing \$50 million credit facility provides SDCP with additional resources to respond fiscally to costs that could incur from POLR rulemaking, unexpected rise in the power supply costs and to support reserves if necessary, insuring SDCP operations will not be jeopardized.

Full terms and conditions are provided in the attached draft agreement which is substantially complete, but still subject to further negotiations between the lenders, the Chief Financial Officer and General Counsel. The key business terms regarding interest rates, terms, and amounts are summarized below.

*Key terms for the JP Morgan agreement:*

The Credit Agreement with JP Morgan provides for a \$150 million Multi-use Revolving Line of Credit. This would increase SDCP credit facility up to a 5-year term from the date of renewal. The funds would be made available for general corporate purposes with a limit of \$50 million and funds for LOCs for collateral postings and posting Provider of Last Resort collateral requirements limit of \$100 million. Should SDCP require additional size, SDCP can reallocate the portion available for general corporate purposes to LOCs.

SDCP may elect that interest on each loan be based off either the Adjusted Term Secured Overnight Financing Rate (SOFR) Rate or the Alternate Base Rate (ABR). Loans which are based off the Adjusted Term SOFR Rate and the ABR are referred to herein as "SOFR Loans" and "ABR Loans," respectively.

For SOFR Loans: Taxable Loans will accrue interest at a rate per annum equal to the one, three, or six-month (as selected by SDCP), Adjusted Term SOFR Rate, subject to availability, plus the Adjusted Term SOFR Rate Applicable Margin. In the event the Adjusted Term SOFR Rate is unavailable for any reason, the Loans will bear interest at (x) Adjusted Daily Simple SOFR Rate plus the Adjusted Term SOFR Rate Applicable Margin, or (y) if Adjusted Daily Simple SOFR Rate is unavailable, ABR plus the ABR Applicable Margin.

For ABR Loans: Loans will accrue interest at a rate per annum equal to the ABR plus the ABR Applicable Margin.

"Alternate Base Rate" or "ABR" means, for any day, the highest of (i) the Prime Rate, (ii) the NYFRB Rate plus 0.5% and (iii) the Adjusted Term SOFR Rate plus 1.0%. If the ABR as determined pursuant to the foregoing would be less than 1.0%, such rate shall be deemed to be 1.0%.

Note: As of November 11, 2022, 1-Month SOFR is 3.79%, 3-Month SOFR is 4.26%, and 6-month SOFR is 4.62%.



SDCP agrees to pay to JPMorgan a nonrefundable undrawn fee (Undrawn Fee) from and including the effective date of the Facility, to and including the expiration date or termination date of the Facility (calculated on the basis of a 360-day year and actual days elapsed) at a rate per annum equal to the Undrawn Fee (shown below) on the average daily amount of the Undrawn Facility Amount. The Undrawn Fee shall be payable quarterly in arrears and on the expiration date or termination date of the Facility.

Regarding financial covenants SDCP shall be required to maintain a minimum Debt Service Coverage Ratio (DSCR) of 1.10x which will be tested quarterly on a rolling last twelve-month basis and forward next twelve-month basis.

### **COMMITTEE REVIEW**

N/A

### **FISCAL IMPACT**

The additional credit facility is needed to manage the significant financial risks related to POLR rulemaking and other similar regulatory proceedings.

As SDCP builds reserves, the increased JP Morgan credit facility additionally provides added liquidity that will allow SDCP to react quickly to unexpected changes in customer demand and market conditions while also positioning the agency to have a stronger credit rating.

### **ATTACHMENTS**

Attachment A: Fee Agreement with JP Morgan.

Attachment B: Revolving Credit Agreement with JP Morgan.

Attachment C: Board Resolution of JP Morgan Credit Agreement.



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REVOLVING CREDIT AGREEMENT

dated as of [\_\_\_\_], 2023

between

SAN DIEGO COMMUNITY POWER,  
as the Borrower

and

JPMORGAN CHASE BANK, N.A.,  
as the Lender

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## TABLE OF CONTENTS

SECTION	HEADING	PAGE
ARTICLE I	DEFINITIONS AND ACCOUNTING TERMS .....	1
Section 1.01.	Definitions.....	1
Section 1.02.	Accounting Terms and Determinations .....	23
Section 1.03.	Letter of Credit Amounts .....	23
Section 1.04.	UCC Terms .....	24
Section 1.05.	Classification of Loans and Borrowings.....	24
ARTICLE II	THE COMMITMENT.....	24
Section 2.01.	Loans .....	24
Section 2.02.	Borrowings of Loans.....	24
Section 2.03.	Letters of Credit .....	25
Section 2.04.	Prepayments .....	29
Section 2.05.	Termination or Reduction of Commitment; Extensions of Existing Maturity Date; Reallocation of Working Capital Sublimit.....	30
Section 2.06.	Repayment of Loans .....	31
Section 2.07.	Interest.....	31
Section 2.08.	Fees .....	32
Section 2.09.	Computation of Interest and Fees .....	32
Section 2.10.	Evidence of Debt.....	33
Section 2.11.	Payments .....	33
Section 2.12.	Maximum Interest Rate.....	33
Section 2.13.	Interest Elections.....	34
Section 2.14.	Alternate Rate of Interest; Illegality .....	35
Section 2.15.	Cash Collateral.....	37
Section 2.16.	Payment and Security for Obligations .....	38
ARTICLE III	CONDITIONS PRECEDENT TO BORROWINGS .....	38
Section 3.01.	Conditions of Initial Borrowing; Authority; Enforceability .....	38
Section 3.02.	Conditions to All Credit Extensions .....	40
ARTICLE IV	REPRESENTATIONS AND WARRANTIES OF THE BORROWER .....	41
Section 4.01.	Organization, Powers, Etc.....	41
Section 4.02.	Authorization, Absence of Conflicts, Etc. ....	41
Section 4.03.	Governmental Consent or Approval .....	41
Section 4.04.	Binding Obligation.....	41
Section 4.05.	Absence of Material Litigation .....	41
Section 4.06.	Financial Condition.....	42
Section 4.07.	Amendments .....	42
Section 4.08.	Liens.....	42
Section 4.09.	No Defaults .....	42

Section 4.10.	No Proposed Legal Changes .....	42
Section 4.11.	Compliance .....	43
Section 4.12.	Environmental Laws .....	43
Section 4.13.	Margin Stock.....	43
Section 4.14.	ERISA .....	43
Section 4.15.	Incorporation of Representations and Warranties by Reference .....	43
Section 4.16.	Immunity .....	43
Section 4.17.	Anti-Terrorism Laws .....	43
Section 4.18.	System Debt .....	44
Section 4.19.	No Existing Right to Accelerate .....	44
ARTICLE V	AFFIRMATIVE COVENANTS OF THE BORROWER .....	44
Section 5.01.	Reports, Certificates and Other Information.....	44
Section 5.02.	Inspections; Discussion.....	46
Section 5.03.	Preservation of Pledge .....	47
Section 5.04.	Taxes and Liabilities .....	47
Section 5.05.	Reserved.....	47
Section 5.06.	Compliance with Basic Documents; Operation and Maintenance of System.....	47
Section 5.07.	Disclosure to Participants .....	47
Section 5.08.	Further Assurances.....	48
Section 5.09.	Existence, Etc.....	48
Section 5.10.	No Different or More Restrictive Terms .....	48
Section 5.11.	Debt Service Coverage Ratio.....	48
Section 5.12.	Maintenance of Insurance .....	48
Section 5.13.	Accuracy of Information.....	49
Section 5.14.	Lockbox Security Documents and PPAs .....	49
ARTICLE VI	NEGATIVE COVENANTS OF THE BORROWER .....	49
Section 6.01.	Compliance with Laws, Etc. ....	49
Section 6.02.	System Debt .....	50
Section 6.03.	Swap Contracts .....	50
Section 6.04.	Amendments .....	51
Section 6.05.	Waiver of Immunity.....	51
Section 6.06.	Offering Documents.....	51
Section 6.07.	Liens on Net Revenues .....	51
Section 6.08.	Use of Proceeds.....	51
Section 6.09.	Available Net Revenues.....	52
Section 6.10.	Preservation of Corporate Existence, Etc. ....	52
ARTICLE VII	EVENTS OF DEFAULT AND REMEDIES .....	52
Section 7.01.	Events of Default .....	52
Section 7.02.	Consequences of an Event of Default.....	54
Section 7.03.	Solely for the Benefit of Purchaser .....	55
Section 7.04.	Discontinuance of Proceedings.....	55

ARTICLE VIII	CHANGE IN CIRCUMSTANCES .....	55
Section 8.01.	Increased Costs .....	55
Section 8.02.	Net of Taxes, Etc.....	57
Section 8.03.	Break Funding Payments .....	58
Section 8.04.	Survival .....	59
ARTICLE IX	MISCELLANEOUS .....	59
Section 9.01.	Notices .....	59
Section 9.02.	No Waivers .....	60
Section 9.03.	Expenses; Indemnification.....	60
Section 9.04.	Amendments and Waivers .....	61
Section 9.05.	Successors and Assigns; Participation.....	61
Section 9.06.	Registers.....	62
Section 9.07.	Counterparts; Integration .....	62
Section 9.08.	Governing Law .....	62
Section 9.09.	Jurisdiction; Venue; Waiver of Jury Trial .....	62
Section 9.10.	Payments Set Aside.....	63
Section 9.11.	Survival of Representations and Warranties.....	63
Section 9.12.	Severability .....	63
Section 9.13.	No Advisory or Fiduciary Relationship.....	63
Section 9.14.	Electronic Execution of Certain Documents.....	64
Section 9.15.	USA Patriot Act .....	65
Section 9.16.	Acknowledgement Regarding Any Supported QFCs .....	65
Section 9.17.	No Recourse Against Constituent Members of SDCP .....	66
EXHIBITS:		
EXHIBIT A	— Form of Note	
EXHIBIT B	— Form of Borrowing Request	
EXHIBIT C	— Form of Notice of Loan Prepayment	
EXHIBIT D	— Form of Letter of Credit Request	
EXHIBIT E	— Form of Compliance Certificate	



## **REVOLVING CREDIT AGREEMENT**

This REVOLVING CREDIT AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this “*Agreement*”) is entered into as of [\_\_\_\_], 2023, between SAN DIEGO COMMUNITY POWER, a public agency formed under the provisions of the Joint Exercise of Powers Act of the State of California, Government Code Section 6500 et. Seq. (the “*Borrower*” or “*SDCP*”), and JPMORGAN CHASE BANK, N.A. (together with its successors and assigns, the “*Lender*”).

### **PRELIMINARY STATEMENTS**

WHEREAS, the Borrower wishes to obtain credit from the Lender hereunder and the Lender is willing, upon the terms and subject to the conditions set forth in this Agreement, to provide such credit to the Borrower; and

WHEREAS, all obligations of the Borrower to repay the Lender for Credit Extensions (as defined herein) made by the Lender under the Commitment (as defined herein), and interest thereon, are created under and will be evidenced by this Agreement, the Fee Agreement (as defined herein) and the Note (as defined herein), and will be secured by a pledge of and lien on Net Revenues (as defined herein).

NOW, THEREFORE, in consideration of the foregoing recitals and other consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce the Lender to extend to the Borrower the Commitment, the Borrower and the Lender hereby agree as follows:

### **ARTICLE I**

#### **DEFINITIONS**

*Section 1.01. Definitions.* The following terms, as used herein, have the following meanings:

“*Account Control Agreement*” means the Account Control Agreement, dated as of March 1, 2021, as amended and supplemented in accordance with the terms hereof, by and among (i) RCB, (ii) SDGP and (iii) RCB, in its capacity as collateral agent.

“*ABR*”, when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, bear interest at a rate determined by reference to the Alternate Base Rate.

“*Act*” means the Joint Exercise of Powers Act of the State of California, Government Code Section 6500 et. Seq.

“*Adjusted Daily Simple SOFR*” means an interest rate per annum equal to (a) the Daily Simple SOFR, plus (b) 0.10%; provided that if Adjusted Daily Simple SOFR as so determined

would be less than the Floor, such rate shall be deemed to be equal to the Floor for the purposes of this Agreement.

*“Adjusted Term SOFR Rate”* means, for any Interest Period, an interest rate per annum equal to (a) the Term SOFR Rate for such Interest Period, *plus* (b) 0.10%; *provided that* if the Adjusted Term SOFR Rate as so determined would be less than the Floor, such rate shall be deemed to be equal to the Floor for the purposes of this Agreement.

*“Affiliate”* means as to any Person, any other Person which, directly or indirectly, is in control of, is controlled by, or is under common control with, such Person. A Person shall be deemed to control another Person if the controlling Person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other Person, whether through the ownership of voting securities, by contract or otherwise.

*“Alternate Base Rate”* means, for any day, a rate per annum equal to the greatest of (a) the Prime Rate in effect on such day, (b) the NYFRB Rate in effect on such day plus  $\frac{1}{2}$  of 1% and (c) the Adjusted Term SOFR Rate for a one month Interest Period as published two U.S. Government Securities Business Days prior to such day (or if such day is not a Business Day, the immediately preceding Business Day) plus 1%; *provided that* for the purpose of this definition, the Adjusted Term SOFR Rate for any day shall be based on the Term SOFR Reference Rate at approximately 5:00 a.m. Chicago time on such day (or any amended publication time for the Term SOFR Reference Rate, as specified by the CME Term SOFR Administrator in the Term SOFR Reference Rate methodology). Any change in the Alternate Base Rate due to a change in the Prime Rate, the NYFRB Rate or the Adjusted Term SOFR Rate shall be effective from and including the effective date of such change in the Prime Rate, the NYFRB Rate or the Adjusted Term SOFR Rate, respectively. If the Alternate Base Rate is being used as an alternate rate of interest pursuant to Section 2.14 (for the avoidance of doubt, only until the Benchmark Replacement has been determined pursuant to 0), then the Alternate Base Rate shall be the greater of clauses (a) and (b) above and shall be determined without reference to clause (c) above. For the avoidance of doubt, if the Alternate Base Rate as determined pursuant to the foregoing would be less than 1%, such rate shall be deemed to be 1% for purposes of this Agreement.

*“Annual Debt Service”* means, as of any date of calculation, for any Fiscal Year or other designated four fiscal quarter period, the sum of (A) all interest and fees (including facility fees, undrawn fees and commitment fees) due and payable on the Loans, the Letters of Credit, other Parity Debt and Subordinate Debt (or, in the case of projected Annual Debt Service, projected to be due and payable) in such Fiscal Year or other designated four fiscal quarter period, and (B) the sum of the (i) quotient obtained by dividing the average daily outstanding principal balance of the Loans, Parity Debt (other than the Borrower’s payment Obligations under this Agreement), and Subordinate Debt during such Fiscal Year or other designated four fiscal quarter period by 5 and (ii) quotient obtained by dividing the average daily amounts available to be drawn under outstanding Letters of Credit during such Fiscal Year or other designated four fiscal quarter period by 10.

*“Applicable Rate”* has the meaning set forth in the Fee Agreement.

“*Agreement*” has the meaning set forth in the introductory paragraph hereof.

“*Anti-Terrorism Laws*” has the meaning set forth in Section 4.17 hereof

“*Authorized Officer*” means an [“Authorized Representative”] as defined in the Resolution, and any other individual designated from time to time as an [“Authorized Representative”] in a certificate executed by the Borrower and delivered to the Lender.<sup>1</sup>

“*Availability Period*” means the period from and including the Effective Date to but excluding the earlier of the Maturity Date and the date of termination of the Commitment.

“*Available Tenor*” means, as of any date of determination and with respect to the then-current Benchmark, as applicable, any tenor for such Benchmark (or component thereof) or payment period for interest calculated with reference to such Benchmark (or component thereof), as applicable, that is or may be used for determining the length of an Interest Period for any term rate or otherwise, for determining any frequency of making payments of interest calculated pursuant to this Agreement as of such date and not including, for the avoidance of doubt, any tenor for such Benchmark that is then-removed from the definition of “Interest Period” pursuant to subclause (e)(i) of Section 2.14.

“*Basic Documents*” means this Agreement, the Fee Agreement, the Note, the Lockbox Security Documents and any and all future renewals and extensions or restatements of, or amendments or supplements to, any of the foregoing permitted hereunder and thereunder. For the avoidance of doubt, PPAs are not Basic Documents.<sup>2</sup>

“*Benchmark*” means, initially, with respect to any (i) RFR Loan, the Daily Simple SOFR or (ii) Term Benchmark Loan, the Term SOFR Rate; *provided* that if a Benchmark Transition Event, and the related Benchmark Replacement Date have occurred with respect to the Daily Simple SOFR or Term SOFR Rate, as applicable, or the then-current Benchmark, then “Benchmark” means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to subclause (e)(i) of Section 2.14.

“*Benchmark Replacement*” means, for any Available Tenor, the first alternative set forth in the order below that can be determined by the Lender for the applicable Benchmark Replacement Date:

- (1) the Adjusted Daily Simple SOFR;
- (2) the sum of: (a) the alternate benchmark rate that has been selected by the Lender and the Borrower as the replacement for the then-current Benchmark for the applicable

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<sup>1</sup> **NTD:** TBD.

<sup>2</sup> **NTD:** Subject to completion of Lender diligence.

Corresponding Tenor giving due consideration to (i) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Governmental Body or (ii) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement for the then-current Benchmark for Dollar-denominated syndicated credit facilities at such time in the United States and (b) the related Benchmark Replacement Adjustment;

If the Benchmark Replacement as determined pursuant to clause (1) or (2) above would be less than the Floor, the Benchmark Replacement will be deemed to be the Floor for the purposes of this Agreement and the other Basic Documents.

*“Benchmark Replacement Adjustment”* means, with respect to any replacement of the then-current Benchmark with an Unadjusted Benchmark Replacement for any applicable Interest Period and Available Tenor for any setting of such Unadjusted Benchmark Replacement, the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected by the Lender and the Borrower for the applicable Corresponding Tenor giving due consideration to (i) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement by the Relevant Governmental Body on the applicable Benchmark Replacement Date and/or (ii) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for Dollar-denominated syndicated credit facilities at such time.

*“Benchmark Replacement Conforming Changes”* means, with respect to any Benchmark Replacement and/or any Term Benchmark Loan, any technical, administrative or operational changes (including changes to the definition of “Alternate Base Rate,” the definition of “Business Day,” the definition of “U.S. Government Securities Business Day,” the definition of “Interest Period,” timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, length of lookback periods, the applicability of breakage provisions, and other technical, administrative or operational matters) that the Lender decides may be appropriate to reflect the adoption and implementation of such Benchmark and to permit the administration thereof by the Lender in a manner substantially consistent with market practice (or, if the Lender decides that adoption of any portion of such market practice is not administratively feasible or if the Lender determines that no market practice for the administration of such Benchmark exists, in such other manner of administration as the Lender decides is reasonably necessary in connection with the administration of this Agreement and the other Basic Documents).

*“Benchmark Replacement Date”* means, with respect to any Benchmark, the earliest to occur of the following events with respect to such then-current Benchmark:

- (1) in the case of clause (1) or (2) of the definition of “Benchmark Transition Event,” the later of (a) the date of the public statement or publication of information referenced therein and (b) the date on which the administrator of such Benchmark (or the

published component used in the calculation thereof) permanently or indefinitely ceases to provide all Available Tenors of such Benchmark (or such component thereof); or

(2) in the case of clause (3) of the definition of “Benchmark Transition Event,” the first date on which such Benchmark (or the published component used in the calculation thereof) has been determined and announced by the regulatory supervisor for the administrator of such Benchmark (or such component thereof) to be no longer representative; provided, that such non-representativeness will be determined by reference to the most recent statement or publication referenced in such clause (3) and even if any Available Tenor of such Benchmark (or such component thereof) continues to be provided on such date.

For the avoidance of doubt, (i) if the event giving rise to the Benchmark Replacement Date occurs on the same day as, but earlier than, the Reference Time in respect of any determination, the Benchmark Replacement Date will be deemed to have occurred prior to the Reference Time for such determination and (ii) the “Benchmark Replacement Date” will be deemed to have occurred in the case of clause (1) or (2) above with respect to any Benchmark upon the occurrence of the applicable event or events set forth therein with respect to all then-current Available Tenors of such Benchmark (or the published component used in the calculation thereof).

“*Benchmark Transition Event*” means, with respect to any Benchmark, the occurrence of one or more of the following events with respect to such then-current Benchmark:

(1) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such administrator has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof), permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof);

(2) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof), the Federal Reserve Board, the NYFRB, the CME Term SOFR Administrator, an insolvency official with jurisdiction over the administrator for such Benchmark (or such component), a resolution authority with jurisdiction over the administrator for such Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark (or such component), in each case, which states that the administrator of such Benchmark (or such component) has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof) permanently or indefinitely; *provided* that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof); or

(3) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in

the calculation thereof) announcing that all Available Tenors of such Benchmark (or such component thereof) are no longer, or as of a specified future date will no longer be, representative.

For the avoidance of doubt, a “Benchmark Transition Event” will be deemed to have occurred with respect to any Benchmark if a public statement or publication of information set forth above has occurred with respect to each then-current Available Tenor of such Benchmark (or the published component used in the calculation thereof).

“*Benchmark Unavailability Period*” means, with respect to any Benchmark, the period (if any) (x) beginning at the time that a Benchmark Replacement Date pursuant to clauses (1) or (2) of that definition has occurred if, at such time, no Benchmark Replacement has replaced such then-current Benchmark for all purposes hereunder and under any Basic Document in accordance with Section 2.14 and (y) ending at the time that a Benchmark Replacement has replaced such then-current Benchmark for all purposes hereunder and under any Basic Document in accordance with Section 2.14.

“*BHC Act Affiliate*” of a party means an “affiliate” (as such term is defined under, and interpreted in accordance with, 12 U.S.C. 1841(k)) of such party.

“*Borrower*” has the meaning set forth in the introductory paragraph hereof.

“*Borrowing*” means the making of a Loan by the Lender to the Borrower pursuant to Section 2.01 hereof.

“*Borrowing Request*” means a notice in writing of a Borrowing pursuant to Section 2.02(a), which shall be substantially in the form of Exhibit B attached hereto, or such other form as may be approved by the Lender (including any form on an electronic platform or electronic transmission system as shall be approved by the Lender), appropriately completed and signed by an Authorized Officer.

“*Borrowing Date*” has the meaning set forth in Section 2.02 hereof.

“*Business Day*” means any day, other than a Saturday, Sunday or other day on which commercial banks are authorized to close under the laws of, or are in fact closed in, New York, New York or San Diego, California.

“*CAISO*” means the California Independent System Operator.

“*Cash and Cash Equivalents*” means, as of any date of determination, the cash on hand of the Borrower derived from Revenues, demand deposits of Revenues, and any of the following short-term investments purchased with proceeds of Revenues, in each case as of such date and which are not legally restricted: (a) readily marketable obligations issued or directly and fully guaranteed or insured, by the United States of America or any agency or instrumentality thereof having maturities of not more than three hundred sixty (360) days from the date of acquisition thereof; *provided* that the full faith and credit of the United States of America is pledged in support

thereof; (b) time deposits with, or insured certificates of deposit or bankers' acceptances of, any commercial bank that (i) is organized under the laws of the United States of America, any state thereof or the District of Columbia or is the principal banking subsidiary of a bank holding company organized under the laws of the United States of America, any state thereof or the District of Columbia, and is a member of the Federal Reserve System, (ii) issues (or the parent of which issues) commercial paper rated as described in clause (c) of this definition and (iii) has combined capital and surplus of at least \$1,000,000,000, in each case with maturities of not more than ninety (90) days from the date of acquisition thereof; (c) commercial paper issued by any Person organized under the laws of any state of the United States of America and rated at least "Prime-1" (or the then equivalent grade) by Moody's or at least "A-1" (or the then equivalent grade) by S&P, in each case with maturities of not more than ninety (90) days from the date of acquisition thereof and (d) investments, classified in accordance with GAAP as current assets of the Borrower in money market investment programs registered under the Investment Company Act of 1940, which are administered by financial institutions that have the highest rating obtainable from either Moody's or S&P, and the portfolios of which are limited solely to investments of the character, quality and maturity described in clauses (a), (b) and (c) of this definition.

*"Cash Collateral Loan"* means a Loan (or a portion of a Loan) made under the Working Capital Sublimit the proceeds of which are deposited with a Person other than the Borrower in order to secure the Borrower's payment obligations under one or more PPAs.

*"Change in Law"* means the occurrence, after the Effective Date, of any of the following: (a) the adoption or taking effect of any Law, rule, regulation or treaty, (b) any change in any Law, rule, regulation or treaty or in the administration, interpretation, implementation or application thereof by any Governmental Authority or (c) the making or issuance of any request, rule, guideline or directive (whether or not having the force of law) by any Governmental Authority; *provided* that notwithstanding anything herein to the contrary, (i) the Dodd-Frank Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (ii) all requests, rules, guidelines or directives promulgated by the Lender for International Settlements, the Basel Committee on Banking Supervision (the "Basel Committee"), or any successor or similar authority, or the United States or foreign regulatory authorities, in each case pursuant to the regulatory standards established by the Basel Committee with respect to bank capital adequacy, stress testing and market liquidity risk and commonly referred to as "Basel III," shall in each case be deemed to be a *"Change in Law"*, regardless of the date enacted, adopted or issued.

*"CME Term SOFR Administrator"* means CME Group Benchmark Administration Limited as administrator of the forward-looking term Secured Overnight Financing Rate (SOFR) (or a successor administrator).

*"Code"* means the Internal Revenue Code of 1986, as amended from time to time, including regulations, rulings and judicial decisions promulgated thereunder.

*"Commitment"* means the Lender's obligation to make Loans to the Borrower pursuant to Section 2.01 and issue Letters of Credit for the account of the Borrower pursuant to Section 2.03, expressed as an amount representing the maximum aggregate amount of the Lender's Revolving

Credit Exposure hereunder, as such commitment may be reduced from time to time pursuant to Section 2.05(a) hereof. The initial amount of the Commitment is \$150,000,000.

*“Connection Income Taxes”* means Other Connection Taxes that are imposed on or measured by net income (however denominated) or that are franchise Taxes or branch profits Taxes.

*“Corresponding Tenor”* with respect to any Available Tenor means, as applicable, either a tenor (including overnight) or an interest payment period having approximately the same length (disregarding business day adjustment) as such Available Tenor.

*“Costs of Issuance”* means all items of expense directly or indirectly payable by or reimbursable to the Borrower relating to the authorization, execution and delivery of this Agreement, the Note and the Letters of Credit, including fees, charges, disbursements and expenses of attorneys, municipal advisors, accounting firms, consultants and other professionals, and fees and charges for the preparation, execution and delivery of this Agreement, the Note and the Letters of Credit.

*“Covered Entity”* means any of the following:

(i) a “covered entity” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b);

(ii) a “covered bank” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or

(iii) a “covered FSI” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

*“Covered Party”* has the meaning assigned to it in Section 9.16.

*“CPUC”* means the California Public Utilities Commission.

*“Credit Extension”* means each of the following: (a) a Borrowing and (b) an LC Credit Extension.

*“Daily Simple SOFR”* means, for any day (a *“SOFR Rate Day”*), a rate per annum equal SOFR for the day (such day *“SOFR Determination Date”*) that is five (5) U.S. Government Securities Business Day prior to (i) if such SOFR Rate Day is a U.S. Government Securities Business Day, such SOFR Rate Day or (ii) if such SOFR Rate Day is not a U.S. Government Securities Business Day, the U.S. Government Securities Business Day immediately preceding such SOFR Rate Day, in each case, as such SOFR is published by the SOFR Administrator on the SOFR Administrator’s Website. Any change in Daily Simple SOFR due to a change in SOFR shall be effective from and including the effective date of such change in SOFR without notice to the Borrower.



*“Days Liquidity on Hand”* means, as of any date of determination, the quotient, in number of days, obtained by dividing (i) sum of the Cash and Cash Equivalents and the Working Capital Availability on such date of determination by (ii) the product of (A) the sum of Operation and Maintenance Expenses and Interest Expense for the four consecutive fiscal quarter period ended on or immediately prior to such date of determination and (B) 1/365.

*“Debt”* of any Person means at any date, without duplication, (a) all obligations of such Person for borrowed money, (b) all obligations of such Person evidenced by bonds, debentures, notes or other similar instruments, (c) all obligations of such Person to pay the deferred purchase price of property or services, except trade accounts payable arising in the ordinary course of business and not more than ninety (90) days past due, (d) all obligations of such Person as lessee under capital leases, (e) all Debt of others secured by a lien on any asset of such Person, whether or not such Debt is assumed by such Person, (f) all Guarantees by such Person of Debt of other Persons and (g) the net obligations of such Person under any Swap Contract. The amount of any net obligation under any Swap Contract on any date shall be deemed to be the Swap Termination Value thereof as of such date.

*“Debtor Relief Laws”* means the Bankruptcy Code of the United States, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief Laws of the United States or other applicable jurisdictions from time to time in effect.

*“Debt Service Coverage Ratio”* means, determined as of the last day of any fiscal quarter of the Borrower, the ratio obtained by dividing (i) Net Revenues by (ii) the Annual Debt Service, in each case as determined for the four consecutive fiscal quarter periods ended on the last date of such fiscal quarter.

*“Debt Service Coverage Ratio Notice”* has the meaning set forth in Section 5.11(a).

*“Default Rate”* has the meaning set forth in the Fee Agreement.

*“Default Right”* has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

*“Direction Letter”* has the meaning set forth in the Security Agreement.

*“Dodd-Frank Act”* means the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010, as enacted by the United States Congress, and signed into law on July 21, 2010, and all statutes, rules, guidelines or directives promulgated thereunder.

*“Dollar”* and *“\$”* mean lawful money of the United States.

*“Effective Date”* means [\_\_\_\_\_], 2023, subject to the satisfaction or waiver by the Lender of the conditions precedent set forth in Section 3.01 hereof.

*“Electronic Signature”* means an electronic sound, symbol, or process attached to, or associated with, a contract or other record and adopted by a Person with the intent to sign, authenticate or accept such contract or record.

*“ERISA”* means the Employee Retirement Income Security Act of 1974, as amended.

*“Event of Default”* has the meaning set forth in Section 7.01 of this Agreement.

*“Excluded Taxes”* means, with respect to the Lender, (a) taxes imposed on or measured by its overall net income (however denominated), and franchise taxes imposed on it (in lieu of net income taxes), by the jurisdiction (or any political subdivision thereof) under the laws of which the Lender is organized or in which its principal office is located and (b) any branch profits taxes imposed by the United States or any similar tax imposed by any other jurisdiction in which the Borrower is located.

*“Executive Order”* has the meaning set forth in Section 4.17 hereof

*“Existing Maturity Date”* has the meaning set forth in Section 2.05(b)(i) hereof.

*“FATCA”* means Sections 1471 through 1474 of the Code, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations or official interpretations thereof and any agreement entered into pursuant to Section 1471(b)(1) of the Code.

*“Federal Funds Effective Rate”* means, for any day, the rate calculated by the NYFRB based on such day’s federal funds transactions by depository institutions, as determined in such manner as shall be set forth on the NYFRB’s Website from time to time, and published on the next succeeding Business Day by the NYFRB as the effective federal funds rate; *provided* that if the Federal Funds Effective Rate as so determined would be less than zero, such rate shall be deemed to be zero for the purposes of this Agreement.

*“Federal Reserve Board”* means the Board of Governors of the Federal Reserve System of the United States of America.

*“Fee Agreement”* means the Fee Agreement of even date herewith between the Borrower and the Lender, as supplemented, amended, restated or otherwise modified from time to time in accordance with the terms hereof.

*“Final Letter of Credit Expiration Date”* means the earlier of (i) the date on which the Lender declares its obligation to make Credit Extensions terminated under Section 7.02 hereof and (ii) the day that is thirty (30) days prior to the Maturity Date then in effect (or, if such day is not a Business Day, the next preceding Business Day).

*“First Amendment to Security Agreement”* has the meaning specified in the definition of “Security Agreement”.

“*Fiscal Year*” means each twelve-month period commencing on July 1 of a calendar year and ending on June 30 of the following calendar year.

“*Floor*” means the benchmark rate floor, if any, provided in this Agreement initially (as of the execution of this Agreement, the modification, amendment or renewal of this Agreement or otherwise) with respect to the Adjusted Term SOFR Rate or Adjusted Daily Simple SOFR, as applicable. For the avoidance of doubt the initial Floor for each of Adjusted Term SOFR Rate or Adjusted Daily Simple SOFR shall be zero.

“*GAAP*” means generally accepted accounting principles in the United States of America from time to time as set forth in (a) the opinions and pronouncements of the Accounting Principles Board and the American Institute of Certified Public Accountants and (b) statements and pronouncements of the Government Accounting Standards Board, as modified by the opinions, statements and pronouncements of any similar accounting body of comparable standing having authority over accounting by governmental entities.

“*Generation Rates*” has the meaning set forth in Section 5.01(j)(i) hereof.

“*Governmental Authority*” means the government of the United States of America or any other nation or any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

“*Guarantee*” means, as to any Person, (a) any obligation, contingent or otherwise, of such Person guaranteeing or having the economic effect of guaranteeing any Debt or other obligation payable or performable by another Person (the “*primary obligor*”) in any manner, whether directly or indirectly, and including any obligation of such Person, direct or indirect, (i) to purchase or pay (or advance or supply funds for the purchase or payment of) such Debt or other obligation, (ii) to purchase or lease property, securities or services for the purpose of assuring the obligee in respect of such Debt or other obligation of the payment or performance of such Debt or other obligation, (iii) to maintain working capital, equity capital or any other financial statement condition or liquidity or level of income or cash flow of the primary obligor so as to enable the primary obligor to pay such Debt or other obligation, or (iv) entered into for the purpose of assuring in any other manner the obligee in respect of such Debt or other obligation of the payment or performance thereof or to protect such obligee against loss in respect thereof (in whole or in part), or (b) any Lien on any assets of such Person securing any Debt or other obligation of any other Person, whether or not such Debt or other obligation is assumed by such Person (or any right, contingent or otherwise, of any holder of such Debt to obtain any such Lien). The amount of any Guarantee shall be deemed to be an amount equal to the stated or determinable amount of the related primary obligation, or portion thereof, in respect of which such Guarantee is made or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof as determined by the guaranteeing Person in good faith. The term “*Guarantee*” as a verb has a corresponding meaning.

“*Honor Date*” has the meaning set forth in Section 2.03(d) hereof.

*“Indemnified Costs”* has the meaning set forth in Section 9.03(b) hereof.

*“Indemnified Taxes”* means (a) Taxes other than Excluded Taxes and (b) to the extent not otherwise described in (a) hereof, Other Taxes.

*“Intercreditor and Collateral Agency Agreement”* means the Intercreditor and Collateral Agency Agreement, dated as of March 1, 2021, as amended and supplemented in accordance with the terms hereof, by and among (i) RCB, in its capacity as collateral agent, (ii) each of the creditors from time-to-time signatory thereto that are party to a PPA, and (iii) SDCP.

*“Interest Election Request”* means a request by the Borrower to convert or continue a Borrowing (other than an ABR Borrowing of a Reimbursement Loan) in accordance with Section 2.13, in a form approved by the Lender and signed by the Borrower.

*“Interest Expense”* means, for any period, the sum of (a) all interest, premium payments, debt discount, fees, charges and related expenses in connection with borrowed money (including capitalized interest) or in connection with the deferred purchase price of assets, in each case to the extent treated as interest in accordance with GAAP, (b) all interest paid or payable with respect to discontinued operations and (c) the portion of rent expense under capitalized leases that is treated as interest in accordance with GAAP, in each case, of or by the Borrower with respect to the Borrower for such period.

*“Interest Payment Date”* means (a) with respect to any ABR Loan, the last day of each March, June, September and December and the Maturity Date, (b) with respect to any RFR Loan, (1) each date that is on the numerically corresponding day in each calendar month that is one month after the Borrowing of such Loan (or, if there is no such numerically corresponding day in such month, then the last day of such month) and (2) the Maturity Date and (c) with respect to any Term Benchmark Loan, the last day of each Interest Period applicable to the Borrowing of which such Loan is a part and, in the case of a Term Benchmark Borrowing with an Interest Period of more than three months’ duration, each day prior to the last day of such Interest Period that occurs at intervals of three months’ duration after the first day of such Interest Period, and the Maturity Date.

*“Interest Period”* means with respect to any Term Benchmark Borrowing, the period commencing on the date of such Borrowing and ending on the numerically corresponding day in the calendar month that is one, three or six months thereafter (in each case, subject to the availability for the applicable Benchmark), as the Borrower may elect; *provided*, that (i) if any Interest Period would end on a day other than a Business Day, such Interest Period shall be extended to the next succeeding Business Day unless such next succeeding Business Day would fall in the next calendar month, in which case such Interest Period shall end on the next preceding Business Day, (ii) any Interest Period that commences on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the last calendar month of such Interest Period) shall end on the last Business Day of the last calendar month of such Interest Period and (iii) no tenor that has been removed from this definition pursuant to Section 2.14(e) shall be available for specification in such Borrowing Request or Interest Election Request. For purposes hereof, the date of a Borrowing initially shall be the date on which such Borrowing

is made and thereafter shall be the effective date of the most recent conversion or continuation of such Borrowing.

“*Investment Policy*” means the investment guidelines of the Borrower, as the same may be adopted by the Borrower and amended from time to time in accordance with State laws.

“*ISP*” means, with respect to any Letter of Credit, means International Standby Practices 1998 (International Chamber of Commerce Publication No. 590) and any subsequent revision thereof adhered to by the Lender on the date such Letter of Credit is issued.

“*Joint Powers Act*” means the Joint Exercise of Powers Act of the State of California (Government Code Section 6500, et. Seq.)

“*Joint Powers Agreement*” means the Amended and Restated Joint Powers Agreement of the Borrower effective as of December 16, 2021, and as amended, restated, supplemented or otherwise modified from time to time.<sup>3</sup>

“*Laws*” means, collectively, all international, foreign, federal, state and local statutes, treaties, rules, guidelines, regulations, ordinances, codes and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, directed duties, requests, licenses, authorizations and permits of, and agreements with, any Governmental Authority, in each case whether or not having the force of law.

“*Lender*” has the meaning set forth in the introductory paragraph hereof.

“*Lending Office*” means the office of the Lender to which notices of Borrowings hereunder shall be given by the Borrower and to which payments of amounts due hereunder shall be made, which is set forth in Section 9.01 hereof.

“*LC Collateral Account*” has the meaning set forth in Section 2.15(a) hereof.

“*LC Credit Extension*” means, with respect to any Letter of Credit, the issuance thereof or extension of the expiry date thereof, or the increase of the amount thereof.

“*LC Document*” means with respect to any Letter of Credit, the Letter of Credit Request, and any other document, agreement and instrument entered into by the Lender and/or the Borrower relating to such Letter of Credit.

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<sup>3</sup> **NTD:** Borrower’s counsel to confirm/modify applicable references throughout, as necessary.

“*LC Exposure*” means, as at any date of determination, the sum of (a) the aggregate amount available to be drawn under all outstanding Letters of Credit, plus (b) the aggregate of all Reimbursement Obligations.

“*LC Facility Fee*” has the meaning set forth in the Fee Agreement.

“*LC Sublimit*” means, as of the Effective Date, \$100,000,000, subject to the terms and conditions set forth herein and modification from time to time in accordance with Section 2.05(c).

“*Letter of Credit*” means any standby letter of credit issued hereunder.

“*Letter of Credit Expiration Date*” means, with respect to any Letter of Credit, the stated expiration date thereof.

“*Letter of Credit Request*” means an application and agreement for the issuance or amendment of a Letter of Credit in the form from time to time in use by the Lender.

“*Liquidity Cure Right*” has the meaning set forth in Section 5.11(a) hereof.

“*Lien*” means any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), charge, or preference, priority or other security interest or preferential arrangement in the nature of a security interest of any kind or nature whatsoever (including any conditional sale or other title retention agreement, any easement, right of way or other encumbrance on title to real property, and any financing lease having substantially the same economic effect as any of the foregoing).

“*Loan*” means, individually or collectively, as applicable, the loans extended pursuant to Section 2.01 hereof and all Reimbursement Loans.

“*Lockbox Security Document(s)*” means, individually or collectively, as applicable, the Security Agreement, the Account Control Agreement, the Intercreditor and Collateral Agency Agreement and the Direction Letter.

“*Material Adverse Change*” means any material or adverse change in the operations, assets, liability or financial condition of the Borrower which could reasonably be expected to materially adversely impair the Borrower’s ability to pay its Obligations under this Agreement.

“*Material Adverse Effect*” means: (a) a material adverse effect on the operations, assets, liability or financial condition of the Borrower; (b) a material impairment of the rights and remedies or security or interests of the Lender under this Agreement or any other Basic Document, or of the ability of the Borrower to perform its Obligations under this Agreement or any other Basic Document to which it is a party, (c) a material adverse effect upon the legality, validity, binding effect or enforceability of the Borrower’s obligations under this Agreement, any other Basic Document to which the Borrower is a party, or (d) a material adverse effect on the rights, interests, security or remedies of the Lender with respect to this Agreement or any other Basic Document or the Joint Powers Agreement.

“*Maturity Date*” means the date on which Commitment is scheduled to expire pursuant to its terms, initially 5:00 p.m. (New York time) on [\_\_\_\_], 2028<sup>4</sup>, or such later date to which the Maturity Date may be extended pursuant to Section 2.05(b) hereof and, if any such date is not a Business Day, the next preceding Business Day.

“*Maximum Interest Rate*” means the maximum rate of interest on the relevant obligation permitted by applicable law, if any.

“*Member*” or “*Members*” means, individually or collectively, as applicable, (i) the City of Chula Vista, California (ii) the City of Encinitas, California, (iii) the City of Imperial Beach, California, (iv) the City of La Mesa, California, (v) the City of San Diego, California and (vi) the City of National City, California.

“*Minimum Collateral Amount*” has the meaning set forth in Section 2.15(a) hereof.

“*Moody’s*” means Moody’s Investors Service and its successors and assigns.

“*Net Revenues*” means, for any period the same is to be determined, the Revenues for such period less all Operation and Maintenance Expenses during such period. Amounts distributed from the Lockbox Account (as defined in the Security Agreement) to the parties entitled to such distributions in accordance with the Security Agreement (not including distributions to the Borrower) are included in Operation and Maintenance Expenses and are not Net Revenues.

“*Note*” means that certain Note dated the Effective Date of the Borrower, in favor of the Lender, evidencing the outstanding Loans made by and any Reimbursement Obligations owing to the Lender and substantially in the form of *Exhibit A* hereto.

“*Notice of Loan Prepayment*” means a notice of prepayment with respect to a Loan which shall be substantially in the form of *Exhibit C*, or such other form as may be approved by the Lender (including any form on an electronic platform or electronic transmission system as shall be approved by the Lender), appropriately completed and signed by an Authorized Officer.

“*NYFRB*” means the Federal Reserve Bank of New York.

“*NYFRB’s Website*” means the website of the NYFRB at <http://www.newyorkfed.org>, or any successor source.

“*NYFRB Rate*” means, for any day, the greater of (a) the Federal Funds Effective Rate in effect on such day and (b) the Overnight Bank Funding Rate in effect on such day (or for any day that is not a Business Day, for the immediately preceding Business Day); *provided* that if none of such rates are published for any day that is a Business Day, the term “NYFRB Rate” means the rate for a federal funds transaction quoted at 11:00 a.m. on such day received by the Lender from

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4      **NTD:** To be the date that is the fifth anniversary of the Effective Date.

a federal funds broker of recognized standing selected by it; *provided, further*, that if any of the aforesaid rates as so determined be less than zero, such rate shall be deemed to be zero for purposes of this Agreement.

*“Obligations”* means the obligations of the Borrower under this Agreement to repay (i) all Loans, all LC Exposure, all amounts due under the Fee Agreement (including, but not limited to, all amounts due with respect to the Undrawn Fee and the LC Facility Fee) and the Note, together with interest thereon, pursuant to and in accordance with this Agreement and the Note, (ii) all fees, and (iii) all expenses and charges payable or reimbursable hereunder to the Lender (including, without limitation, any amounts to reimburse the Lender for any advances or expenditures by it under any of such documents) and all other payment obligations of the Borrower to the Lender arising under or in relation to this Agreement or the other Basic Documents, in each, case whether now existing or hereafter arising, due or to become due, direct or indirect, absolute or contingent, and howsoever evidenced, held or acquired.

*“OFAC”* means the United States Department of Treasury Office of Foreign Assets Control.

*“Operation and Maintenance Expenses”* shall be determined in accordance with the accrual basis of accounting in accordance with GAAP and means the reasonable and necessary costs paid or incurred by the Borrower for maintaining and operating the System, including, without duplication, costs of electric energy and power purchased, costs of transmission, costs of fuel supply, the cost to purchase Regulatory Compliance Products, the cost of preparing and filing regulatory plans, reports, and including all reasonable expenses of management and repair and other expenses necessary to maintain and preserve the System in good repair and working order. For the avoidance of doubt, *“Operation and Maintenance Expenses”* shall include all amounts required to be paid by the Borrower under contracts for the purchase of Products.

*“Other Credit Agreement”* means any credit agreement, bank agreement, covenant agreement, purchase agreement, loan agreement or reimbursement agreement to which the Borrower is or may hereafter become a party (other than this Agreement) that is secured by or payable from Revenues or Net Revenues, with a notional or principal amount or amounts, as applicable, in the aggregate, of \$2,000,000 or more concurrently outstanding.

*“Other Connection Taxes”* means, with respect to the Lender, Taxes imposed as a result of a present or former connection between the Lender and the jurisdiction imposing such Tax (other than connections arising from the Lender having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced any Basic Document, or sold or assigned an interest in any Loan or Basic Document).

*“Other Taxes”* means all present or future stamp, court or documentary, intangible, recording, filing or similar Taxes that arise from any payment made under, from the execution, delivery, performance, enforcement or registration of, from the receipt or perfection of a security interest under, or otherwise with respect to, any Basic Document, except any such Taxes that are Other Connection Taxes imposed with respect to an assignment.



*“Overnight Bank Funding Rate”* means, for any day, the rate comprised of both overnight federal funds and overnight Eurodollar transactions denominated in Dollars by U.S.-managed banking offices of depository institutions, as such composite rate shall be determined by the NYFRB as set forth on the NYFRB’s Website from time to time, and published on the next succeeding Business Day by the NYFRB as an overnight bank funding rate.

*“Parity Debt”* means any System Debt issued or incurred by the Borrower (i) the payment of which is on parity with the Borrower’s payment Obligations under this Agreement and (ii) that is subject to an intercreditor agreement in form and substance satisfactory to the Lender.

*“Participation”* has the same meaning given such term in Section 9.05(d).

*“Participant Register”* has the same meaning given such term in Section 9.06(b).

*“Patriot Act”* has the same meaning given such term in Section 9.14.

*“Person”* means an individual, a corporation, a partnership, an association, a trust, a Governmental Authority or any other entity or organization of whatever nature.

*“Potential Event of Default”* means any condition or event which, with the giving of notice or lapse of time, or both, would, unless cured or waived, become an Event of Default.

*“PPA”* means any agreement for the purchase of Products executed between the Borrower and a PPA Counterparty. A PPA may be for short term or multi-year transactions for the purchase of Products.

*“PPA Counterparty”* means a party to a PPA other than the Borrower, including without limitation, the CAISO.

*“Prime Rate”* means the rate of interest last quoted by The Wall Street Journal as the “Prime Rate” in the U.S. or, if The Wall Street Journal ceases to quote such rate, the highest per annum interest rate published by the Federal Reserve Board in Federal Reserve Statistical Release H.15 (519) (Selected Interest Rates) as the “bank prime loan” rate or, if such rate is no longer quoted therein, any similar rate quoted therein (as determined by the Lender) or any similar release by the Federal Reserve Board (as determined by the Lender). Each change in the Prime Rate shall be effective from and including the date such change is publicly announced or quoted as being effective.

*“Products”* means any of the following: energy, renewable energy attributes, capacity attributes, transmission rights, resource adequacy benefits, or any other similar or related products contemplated in the PPAs.

*“Projected Net Revenues”* means, for any period the same is to be determined, the Projected Revenues for such period less all Projected Operation and Maintenance Expenses during such period.

*“Projected Operation and Maintenance Expenses”* means, for any period the same is to be determined, the Operation and Maintenance Expenses included in the Projections for such period.

*“Projected Revenues”* means, for any period the same is to be determined, the Revenues included in the Projections for such Period.

*“Projections”* has the meaning assigned to such term in Section 3.01(d).

*“Projected”* has a correlative meaning.

*“Property”* means any interest in any kind of property or asset, whether real, personal or mixed, or tangible or intangible, whether now owned or hereafter acquired.

*“QFC”* has the meaning assigned to the term “qualified financial contract” in, and shall be interpreted in accordance with, 12 U.S.C. 5390(c)(8)(D).

*“QFC Credit Support”* has the meaning assigned to it in Section 9.16.

*“Reduction Amount”* shall have the meaning assigned to such term in Section 2.04(b)(ii).

*“Reduction Fee”* has the meaning set forth in the Fee Agreement.

*“Reference Time”* with respect to any setting of the then-current Benchmark means (1) if such Benchmark is the Term SOFR Rate, 5:00 a.m. (Chicago time) on the day that is two (2) Business Days preceding the date of such setting, (2) if the RFR for such Benchmark is Daily Simple SOFR, then four (4) Business Days prior to such setting or (3) if such Benchmark is none of the Term SOFR Rate or Daily Simple SOFR, the time determined by the Lender in its reasonable discretion.

*“Register”* shall have the meaning assigned to such term in Section 9.06(a).

*“Regulation D”* means Regulation D of the FRB, as in effect from time to time.

*“Regulation U”* means Regulation U of the FRB, as in effect from time to time.

*“Regulatory Compliance Product”* means any Product required to be purchased by the Borrower to satisfy the requirements of the CPUC, the California Energy Commission, the Federal Energy Regulatory Commission, the CAISO or any other Governmental Authority with jurisdiction over the operation of the System.

*“Reimbursement Loans”* shall have the meaning assigned to such term in Section 2.03(d).

*“Reimbursement Obligations”* means any and all obligations of the Borrower to reimburse the Lender for draws under Letters of Credit.

“*Related Parties*” means, with respect to any Person, such Person’s Affiliates and the partners, directors, officers, employees, agents and advisors of such Person and of such Person’s Affiliates.

“*Relevant Governmental Body*” means, the Federal Reserve Board and/or the NYFRB, the CME Term SOFR Administrator, as applicable, or a committee officially endorsed or convened by the Federal Reserve Board and/or the NYFRB or, in each case, any successor thereto.

“*Relevant Rate*” means (i) with respect to any Term Benchmark Borrowing, the Adjusted Term SOFR Rate or (ii) with respect to any RFR Borrowing, Adjusted Daily Simple SOFR, as applicable.

“*Reserve Policy*” means the Financial Reserves Policy (F21\_001) of the Borrower, adopted by SDCP on June 24, 2021, as amended on February 24, 2022.

“*Resolution*” means Resolution No. [\_\_\_\_], adopted by SDCP on [\_\_\_\_], 20[\_\_\_\_].<sup>5</sup>

“*Revenues*” means, for any period, all amounts received and accrued by the Borrower for electric power and energy and other services, facilities and commodities sold, furnished or supplied by the System during such period, together with income, earnings and profits therefrom, as determined in accordance with GAAP.

“*Revolving Credit Exposure*” means, at any time, the sum of the outstanding principal amount of the Loans and the LC Exposure at such time.

“*RFR Borrowing*” means, as to any Borrowing, the RFR Loans comprising such Borrowing.

“*RFR Loan*” means a Loan that bears interest at a rate based on Adjusted Daily Simple SOFR.

“*RCB*” means River City Bank, a California corporation.

“*RCB Debt Obligations*” means all obligations due and owing to RCB pursuant to the Amended and Restated Credit Agreement dated as of March 24, 2022, between the Borrower and RCB, as amended, restated, supplemented or otherwise modified from time to time.<sup>6</sup>

“*S&P*” means S&P Global Ratings and its successors and assigns.

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<sup>5</sup> **NTD:** TBD. When available, please provide a draft/copy of the applicable resolution.

<sup>6</sup> **NTD:** When available, please provide draft payoff documentation and evidence of cancellation of existing LC.

“*Sanctioned Country*” means, at any time, a country, region or territory which is itself the subject or target of any Sanctions (at the time of this Agreement, Crimea, Cuba, Iran, North Korea, Syria, the so-called Donetsk People’s Republic of Ukraine, the so-called Luhansk People’s Republic of Ukraine, and the Russian-controlled Kherson and Zaporizhzhia regions of Ukraine).

“*Sanctioned Person*” means, at any time, (a) any Person listed in any Sanctions-related list of designated Persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Department of State, the United Nations Security Council, the European Union, any European Union member state, Her Majesty’s Treasury of the United Kingdom or other relevant sanctions authority, (b) any Person operating, organized or resident in a Sanctioned Country, (c) any Person owned or controlled by any such Person or Persons described in the foregoing clauses (a) or (b), or (d) any Person otherwise the subject of any Sanctions.

“*Sanctions*” means all economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by the U.S. government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State.

“*Security Agreement*” means the Security Agreement, dated as of March 1, 2021, as amended, restated, supplemented or otherwise modified<sup>7</sup> from time to time in accordance with the terms hereof, by and between SDCP and RCB, in its capacity as collateral agent, for the benefit of each seller of Product under a PPA that is made a party to the Intercreditor Agreement, and its respective successors and assigns.

“*SOFR*” means a rate equal to the secured overnight financing rate as administered by the SOFR Administrator.

“*SOFR Administrator*” means the NYFRB (or a successor administrator of the secured overnight financing rate).

“*SOFR Administrator’s Website*” means the NYFRB’s website, currently at <http://www.newyorkfed.org>, or any successor source for the secured overnight financing rate identified as such by the SOFR Administrator from time to time.

“*SOFR Determination Date*” has the meaning specified in the definition of “Daily Simple SOFR”.

“*SOFR Rate Day*” has the meaning specified in the definition of “Daily Simple SOFR”.

“*State*” means the State of California.

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<sup>7</sup> **NTD:** Modification to address replacement of RCB, as lender, with JPM, as lender, TBD.

*“Subordinate Debt”* means any unsecured System Debt payable from, but not secured by pledge of or lien on, Revenues or Net Revenues, the payment of which is subordinate to the payment in full of the Borrower’s payment Obligations under this Agreement and the payment in full of all Parity Debt, pursuant to documentation in form and substance satisfactory to Lender.

*“Supported QFC”* has the meaning assigned to it in Section 9.16.

*“Swap Contract”* means the following transactions of the Borrower which are expressly payable from Revenues or Net Revenues: (a) any and all rate swap transactions, basis swaps, total return swaps, credit derivative transactions, forward rate transactions, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, cap transactions, floor transactions, collar transactions, spot contracts, or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement, and (b) any and all transactions of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement, or any other master agreement (any such master agreement, together with any related schedules, a *“Master Agreement”*), including any such obligations or liabilities under any Master Agreement. For the avoidance of doubt, *“Swap Contracts”* shall not include commodity swaps or commodity options or PPAs.

*“Swap Termination Value”* means, in respect of any one or more Swap Contracts, after taking into account the effect of any legally enforceable netting agreement relating to such Swap Contracts, (a) for any date on or after the date such Swap Contracts have been closed out and termination value(s) determined in accordance therewith, such termination value(s), and (b) for any date prior to the date referenced in clause (a), the amount(s) determined as the mark-to-market value(s) for such Swap Contracts, as determined based upon one or more mid-market or other readily available quotations provided by any recognized dealer in such Swap Contracts (which may include the Lender or any Affiliate of the Lender).

*“System”* means (i) all facilities, works, properties, structures and contractual rights to distribution, metering and billing services, electric power, scheduling and coordination, transmission capacity, and fuel supply of the Borrower for the generation, transmission and distribution of electric power, (ii) all general plant facilities, works, properties and structures of the Borrower, and (iii) all other facilities, properties and structures of the Borrower, wherever located, reasonably required to carry out any lawful purpose of the Borrower. The term shall include all such contractual rights, facilities, works, properties and structures now owned or hereafter acquired by the Borrower.

*“System Debt”* means Debt of the Borrower.

*“Taxes”* means all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees, value added tax or any other goods and

services, use or sales tax or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

*“Term Benchmark”* when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are bearing interest at a rate determined by reference to the Adjusted Term SOFR Rate.

*“Term SOFR Determination Day”* has the meaning assigned to it under the definition of Term SOFR Reference Rate.

*“Term SOFR Rate”* means, with respect to any Term Benchmark Borrowing and for any tenor comparable to the applicable Interest Period, the Term SOFR Reference Rate at approximately 5:00 a.m., Chicago time, two U.S. Government Securities Business Days prior to the commencement of such tenor comparable to the applicable Interest Period, as such rate is published by the CME Term SOFR Administrator.

*“Term SOFR Reference Rate”* means, for any day and time (such day, the *“Term SOFR Determination Day”*), with respect to any Term Benchmark Borrowing denominated in Dollars and for any tenor comparable to the applicable Interest Period, the rate per annum determined by the Lender as the forward-looking term rate based on SOFR. If by 5:00 pm (New York City time) on such Term SOFR Determination Day, the *“Term SOFR Reference Rate”* for the applicable tenor has not been published by the CME Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Rate has not occurred, then the Term SOFR Reference Rate for such Term SOFR Determination Day will be the Term SOFR Reference Rate as published in respect of the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate was published by the CME Term SOFR Administrator, so long as such first preceding Business Day is not more than five (5) Business Days prior to such Term SOFR Determination Day.

*“Termination Fee”* has the meaning set forth in the Fee Agreement.

*“Type”*, when used in reference to any Loan or Borrowing, refers to whether the rate of interest on such Loan, or on the Loans comprising such Borrowing, is determined by reference to the Adjusted Term SOFR Rate, the Alternate Base Rate or, to the extent that the Term SOFR Rate is not available hereunder, Adjusted Daily Simple SOFR.

*“UCC”* means the Uniform Commercial Code in effect in the State of California from time to time.

*“UCP”* means Uniform Customs and Practice for Documentary Credits 2007 Revision, International Chamber of Commerce Publication No. 600 and any subsequent revision thereof adhered to by the Lender on the date such Letter of Credit is issued.

*“Unadjusted Benchmark Replacement”* means the applicable Benchmark Replacement excluding the related Benchmark Replacement Adjustment.

“*Undrawn Fee*” has the meaning set forth in the Fee Agreement.

“*U.S. Government Securities Business Day*” means any day except for (i) a Saturday, (ii) a Sunday or (iii) a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

“*U.S. Special Resolution Regime*” has the meaning assigned to it in Section 9.16.

“*United States*” and “*U.S.*” mean the United States of America.

“*Working Capital Availability*” means, as of any date of determination, the Working Capital Sublimit minus the Working Capital Revolving Credit Exposure, in each case as determined on such date.

“*Working Capital Loans*” has the meaning specified in Section 2.01 hereof.

“*Working Capital Revolving Credit Exposure*” means, at any time, the outstanding principal amount of the Working Capital Loans at such time.

“*Working Capital Sublimit*” means, as of the Effective Date, \$50,000,000, subject to the terms and conditions set forth herein and modification from time to time in accordance with Section 2.05(c).

The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder” and any similar terms as used in this Agreement, the Fee Agreement or the Note refer to this Agreement, the Fee Agreement or the Note as from time to time amended and supplemented. Any reference herein to a particular Section or Article shall, unless otherwise indicated, refer to the appropriate section or article of this Agreement. Except where the context otherwise requires, words importing the singular number shall include the plural number and vice versa, and words importing persons shall include firms, associations, corporations, districts, agencies and bodies.

*Section 1.02. Accounting Terms and Determinations.* Unless otherwise specified herein, all accounting terms used herein shall be interpreted, all accounting determinations hereunder shall be made, and all financial statements required to be delivered hereunder shall be prepared in accordance with GAAP.

*Section 1.03. Letter of Credit Amounts.* Unless otherwise specified herein, the amount of a Letter of Credit at any time shall be deemed to be the stated amount of such Letter of Credit in effect at such time; *provided, however*, that with respect to any Letter of Credit that, by its terms or the terms of any LC Document related thereto, provides for one or more automatic increases in the stated amount thereof, the amount of such Letter of Credit shall be deemed to be the maximum stated amount of such Letter of Credit after giving effect to all such increases, whether or not such maximum stated amount is in effect at such time.

*Section 1.04. UCC Terms.* Terms defined in the UCC in effect on the Effective Date and not otherwise defined herein shall, unless the context otherwise indicates, have the meanings provided by those definitions. Subject to the foregoing, the term “UCC” refers, as of any date of determination, to the UCC then in effect.

*Section 1.05. Classification of Loans and Borrowings.* For purposes of this Agreement, Loans may be classified and referred to by Type (e.g., a “Term Benchmark Loan” or a “RFR Loan”). Borrowings also may be classified and referred to by Type (e.g., a “Term Benchmark Borrowing” or a “RFR Borrowing”).

## ARTICLE II

### THE COMMITMENT

*Section 2.01. Loans.* Subject to the terms and conditions set forth herein, the Lender agrees to make loans to the Borrower from time to time, on any Business Day during the Availability Period; *provided, however*, that (i) after giving effect to any Borrowing, the Revolving Credit Exposure shall not exceed the Commitment, subject to any reductions thereof pursuant to the terms hereof and (ii) Loans made pursuant to this Section 2.01 shall not exceed the Working Capital Sublimit. Subject to the other terms and conditions hereof, the Borrower may borrow under this Section 2.01, prepay under Section 2.04, and reborrow under this Section 2.01. Each Loan shall bear interest as set forth in Section 2.07 hereof. Each Loan extended under the Working Capital Sublimit shall be made solely (i) to pay Costs of Issuance and for working capital and other general operational purposes of the Borrower, including without limitation, the purchase of Products and (ii) to make Cash Collateral Loans (each such Loan described in the immediately preceding clauses (i) and (ii), a “*Working Capital Loan*” and collectively, the “*Working Capital Loans*”), in an aggregate amount not to exceed the Working Capital Sublimit during the term of this Agreement. For the avoidance of doubt, proceeds of Loans may not be used for long-term capital expenditures other than long term purchases of Products pursuant to PPAs.

*Section 2.02. Borrowings of Loans.* (a) Each Borrowing shall be made upon the Borrower’s irrevocable notice to the Lender, which may be given by (A) telephone or (B) a Borrowing Request; *provided* that any telephonic notice must be confirmed immediately by delivery to the Lender of a Borrowing Request. Each such Borrowing Request must be received by the Lender (i) in the case of a Term Benchmark Borrowing, not later than 11:00 a.m. (New York City time) on the third (3rd) Business Day immediately preceding the requested date of any such Borrowing and (ii) in the case of an ABR Borrowing, not later than 11:00 a.m. (New York City time) on the requested date of any such Borrowing (with respect to each such Loan, as applicable, the “*Borrowing Date*”). Each Borrowing shall be in the principal amount of \$100,000 or a whole multiple of \$25,000 in excess thereof. Each Borrowing Request (whether telephonic or written) shall specify the information set forth in *Exhibit B* attached hereto. The Revolving Credit Exposure at any time shall not exceed the Commitment at such time. The Working Capital Revolving Credit Exposure at any time shall not exceed the Working Capital Sublimit.



(b) Following receipt of a Borrowing Request, upon satisfaction of the applicable conditions set forth in Section 3.02 (and, if such Borrowing is the initial Borrowing, Section 3.01), the Lender shall make the requested funds available to the Borrower.

*Section 2.03. Letters of Credit.*

(a) *The Letter of Credit Commitment.* (i) Subject to the terms and conditions set forth herein, the Borrower may request the issuance of Letters of Credit as the applicant thereof under the LC Sublimit for the support of maintenance and operating requirements to the Borrower, including, but not limited to, PPA collateral obligations, collateral postings with the CAISO and the posting of collateral pursuant to the requirements of a Governmental Authority [or the tariff of any local utility (including San Diego Gas & Electric Company and Southern California Edison Company)], including the CPUC, in the form of a Letter of Credit Request at any time and from time to time during the Availability Period and prior to the Final Letter of Credit Expiration Date. Subject to the terms and conditions set forth herein, the Lender agrees (A) from time to time on any Business Day during the period from the Effective Date until the Final Letter of Credit Expiration Date, to issue Letters of Credit in Dollars for the account of the Borrower, and to amend Letters of Credit previously issued by it, in accordance with Section 2.03(b) hereof, and (B) to honor drawings under the Letters of Credit; *provided* that after giving effect to any LC Credit Extension with respect to any Letter of Credit, (I) the Revolving Credit Exposure at any time shall not exceed the Commitment at such time and (II) the LC Exposure at any time shall not exceed the LC Sublimit. Each request by the Borrower for the issuance or amendment of a Letter of Credit shall be deemed to be a representation by the Borrower that the LC Credit Extension so requested complies with the conditions set forth in the proviso to the preceding sentence. Within the foregoing limits, and subject to the terms and conditions hereof, the Borrower's ability to obtain Letters of Credit shall be fully revolving, and accordingly the Borrower may, during the foregoing period, obtain Letters of Credit to replace Letters of Credit that have expired or that have been drawn upon and reimbursed.

(ii) The Lender shall not be under any obligation to issue any Letter of Credit if:

(A) the expiry date of the requested Letter of Credit would occur more than twelve (12) months after the date of issuance or last extension, unless the Lender has approved such expiry date in writing;

(B) the expiry date of the requested Letter of Credit would occur after the Final Letter of Credit Expiration Date, unless the Lender has approved such expiry date in writing;

(C) any order, judgment or decree of any Governmental Authority or arbitrator shall by its terms purport to enjoin or restrain the Lender from issuing the Letter of Credit, or any Law applicable to the Lender or any request or directive (whether or not having the force of law) from any Governmental Authority with jurisdiction over the Lender shall prohibit, or request that the Lender refrain from, the issuance of letters of credit generally or the Letter of Credit in particular or shall impose upon the Lender with respect to the Letter of Credit any restriction, reserve or capital requirement (for which the Lender is not

otherwise compensated hereunder) not in effect on the Effective Date, or shall impose upon the Lender any unreimbursed loss, cost or expense which was not applicable on the Effective Date and which the Lender in good faith deems material to it;

(D) the issuance of the Letter of Credit would violate one or more policies of the Lender applicable to letters of credit generally;

(E) except as otherwise agreed by the Lender, the Letter of Credit is in an initial stated amount less than \$50,000;

(F) the Letter of Credit is to be denominated in a currency other than Dollars;  
or

(G) the Letter of Credit contains any provisions for automatic reinstatement of the stated amount after any drawing thereunder.

(iii) The Lender shall be under no obligation to amend any Letter of Credit if (A) the Lender would have no obligation at such time to issue such Letter of Credit in its amended form under the terms hereof, or (B) the beneficiary of such Letter of Credit does not accept the proposed amendment to the Letter of Credit.

(b) *Procedures for Issuance and Amendment of Letters of Credit.* (i) Each Letter of Credit shall be issued or amended, as the case may be, upon the request of the Borrower delivered to the Lender in the form of a Letter of Credit Request, appropriately completed and signed by an Authorized Officer. Such Letter of Credit Request may be sent by fax transmission, by United States mail, by overnight courier, by electronic transmission using the system provided by the Lender, by personal delivery or by any other means acceptable to the Lender. Such Letter of Credit Request must be received by the Lender not later than 4:00 p.m. (New York City time) at least five (5) Business Days (or such later date and time as the Lender may agree in a particular instance in its sole discretion) prior to the proposed issuance date or date of amendment, as the case may be. In the case of a request for an initial issuance of a Letter of Credit, such Letter of Credit Request shall specify in form and detail satisfactory to the Lender: (A) the proposed issuance date of the requested Letter of Credit (which shall be a Business Day); (B) the amount thereof; (C) the expiry date thereof; (D) the name and address of the beneficiary thereof; (E) the documents to be presented by such beneficiary in case of any drawing thereunder; (F) the full text of any certificate to be presented by such beneficiary in case of any drawing thereunder; (G) the purpose and nature of the requested Letter of Credit; and (H) such other matters as the Lender may require. In the case of a request for an amendment of any outstanding Letter of Credit, such Letter of Credit Request shall be modified to specify in form and detail satisfactory to the Lender (1) the Letter of Credit to be amended; (2) the proposed date of amendment thereof (which shall be a Business Day); (3) the nature of the proposed amendment; and (4) such other matters as the Lender may require. Additionally, the Borrower shall furnish to the Lender such other documents and information pertaining to such requested Letter of Credit issuance or amendment, including any LC Documents, as the Lender may require.

(ii) Promptly after its delivery of any Letter of Credit or any amendment to a Letter of Credit to an advising bank with respect thereto or to the beneficiary thereof, the Lender will also deliver to the Borrower a true and complete copy of such Letter of Credit or amendment.

(c) *Expiration Date.* Unless otherwise expressly agreed to by the Lender, each Letter of Credit shall expire (or be subject to termination by notice from the Lender to the beneficiary thereof) one (1) year from issuance and at or prior to the close of business on the date that is thirty (30) days prior to the Maturity Date.

(d) *Drawings and Reimbursements.* Upon receipt from the beneficiary of any Letter of Credit of any notice of a drawing under such Letter of Credit, the Borrower shall promptly notify the Lender thereof. Not later than 4:00 p.m. (New York City time) on the third (3<sup>rd</sup>) Business Day after the date of any payment by the Lender under a Letter of Credit (each such date, an “*Honor Date*”), the Borrower shall reimburse the Lender in an amount equal to the amount of such drawing; *provided that*, if such drawing is not less than \$100,000, the Borrower may, subject to the conditions to Borrowing set forth herein, request in accordance with Section 2.02 that such payment be financed with a Borrowing in an equivalent amount and, to the extent so financed, the Borrower’s obligation to make such payment shall be discharged and replaced by the resulting Borrowing (each such Borrowing, a “*Reimbursement Loan*” and collectively, the “*Reimbursement Loans*”). For the date from and including the Honor Date of such drawing to but excluding the earliest of (i) the date that such Reimbursement Obligation is repaid in full, (ii) the third (3<sup>rd</sup>) Business Day after such Honor Date and (iii) the date on which such Reimbursement Obligation is financed with a Reimbursement Loan pursuant to the foregoing provisions, such Reimbursement Obligation shall bear interest at the Alternate Base Rate plus the Applicable Rate. Interest on Reimbursement Obligations shall be paid when such Reimbursement Obligation is due or otherwise repaid. If a Reimbursement Obligation is not either financed with a Reimbursement Loan or repaid, in each case, on or before the third (3<sup>rd</sup>) Business Day after the Honor Date of such drawing, an Event of Default shall be deemed to have occurred. Any notice given by the Lender pursuant to this Section 2.03(d) may be given by telephone if immediately confirmed in writing; provided that the lack of such an immediate confirmation shall not affect the conclusiveness or binding effect of such notice.

(e) *Obligations Absolute.* The obligation of the Borrower to reimburse the Lender for each drawing under each Letter of Credit shall be absolute, unconditional and irrevocable, and shall be paid strictly in accordance with the terms of this Agreement under all circumstances, including the following:

(i) any lack of validity or enforceability of such Letter of Credit, this Agreement, or any other Basic Document;

(ii) the existence of any claim, counterclaim, setoff, defense or other right that the Borrower may have at any time against any beneficiary or any transferee of such Letter of Credit (or any Person for whom any such beneficiary or any such transferee may be acting), the Lender or any other Person, whether in connection with this Agreement or by such Letter of Credit, the transactions contemplated hereby or any agreement or instrument relating thereto, or any unrelated transaction;

(iii) any draft, demand, endorsement, certificate or other document presented under or in connection with such Letter of Credit proving to be forged, fraudulent, invalid or insufficient in any respect or any statement therein being untrue or inaccurate in any respect; or any loss or delay in the transmission or otherwise of any document required in order to make a drawing under such Letter of Credit;

(iv) waiver by the Lender of any requirement that exists for the Lender's protection and not the protection of the Borrower or any waiver by the Lender which does not in fact materially prejudice the Borrower;

(v) honor of a demand for payment presented electronically even if such Letter of Credit requires that demand be in the form of a draft;

(vi) any payment made by the Lender in respect of an otherwise complying item presented after the date specified as the expiration date of, or the date by which documents must be received under, such Letter of Credit if presentation after such date is authorized by the UCC, the ISP or the UCP, as applicable;

(vii) any payment by the Lender under such Letter of Credit against presentation of a draft or certificate that does not strictly comply with the terms of such Letter of Credit; or any payment made by the Lender under such Letter of Credit to any Person purporting to be a trustee in bankruptcy, debtor-in-possession, assignee for the benefit of creditors, liquidator, receiver or other representative of or successor to any beneficiary or any transferee of such Letter of Credit, including any arising in connection with any proceeding under any Debtor Relief Law; or

(viii) any other circumstance or happening whatsoever, whether or not similar to any of the foregoing, including any other circumstance that might otherwise constitute a defense available to, or a discharge of, the Borrower.

The Borrower shall promptly examine a copy of each Letter of Credit and each amendment thereto that is delivered to it and, in the event of any claim of noncompliance with the Borrower's instructions or other irregularity, the Borrower will immediately notify the Lender. The Borrower shall be conclusively deemed to have waived any such claim against the Lender and its correspondents unless such notice is given as aforesaid.

(f) *Role of the Lender.* The Lender and the Borrower agree that, in paying any drawing under a Letter of Credit, the Lender shall not have any responsibility to obtain any document (other than any sight or time draft, certificates and documents expressly required by the Letter of Credit) or to ascertain or inquire as to the validity or accuracy of any such document or the authority of the Person executing or delivering any such document. The Borrower hereby assumes all risks of the acts or omissions of any beneficiary or transferee (in each case, including, without limitation, any PPA Counterparty and the CAISO) with respect to its use of any Letter of Credit; *provided, however*, that this assumption is not intended to, and shall not, preclude the Borrower's pursuing such rights and remedies as it may have against the beneficiary or transferee at law or under any other agreement. None of the Lender, any of its Related Parties nor any correspondent, participant

or assignee of the Lender shall be liable or responsible for any of the matters described in Section 2.03(d) hereof. In furtherance and not in limitation of the foregoing, the Lender may accept documents that appear on their face to be in order, without responsibility for further investigation, regardless of any notice or information to the contrary, and the Lender shall not be responsible for the validity or sufficiency of any instrument transferring, endorsing or assigning or purporting to transfer, endorse or assign a Letter of Credit or the rights or benefits thereunder or proceeds thereof, in whole or in part, which may prove to be invalid or ineffective for any reason. The Lender may send a Letter of Credit or conduct any communication to or from the beneficiary via the Society for Worldwide Interbank Financial Telecommunication (“SWIFT”) message or overnight courier, or any other commercially reasonable means of communicating with a beneficiary.

(g) *Applicability of ISP and UCP; Limitation of Liability.* Unless otherwise expressly agreed by the Lender and the Borrower when a Letter of Credit is issued the rules of the ISP shall apply to each standby Letter of Credit. Notwithstanding the foregoing, the Lender shall not be responsible to the Borrower for, and the Lender’s rights and remedies against the Borrower shall not be impaired by, any action or inaction of the Lender required or permitted under any law, order, or practice that is required or permitted to be applied to any Letter of Credit or this Agreement, including the Law or any order of a jurisdiction where the Lender or the beneficiary is located, the practice stated in the ISP or UCP, as applicable, or in the decisions, opinions, practice statements, or official commentary of the ICC Banking Commission, the Bankers Association for Finance and Trade - International Financial Services Association (BAFT-IFSA), or the Institute of International Banking Law & Practice, whether or not any Letter of Credit chooses such law or practice.

(h) *Conflict with Other Documents.* In the event of any conflict between the terms hereof and the terms of any LC Document, the terms hereof shall control.

#### *Section 2.04. Prepayments.*

(a) *Optional.* The Borrower may, upon notice to the Lender pursuant to delivery to the Lender of a Notice of Loan Prepayment, at any time or from time to time voluntarily prepay Loans in whole or in part without premium or penalty subject to Section 8.03; *provided* that, unless otherwise agreed by the Lender (A) such notice must be received by Lender not later than 4:00 p.m. (New York City time) five (5) Business Days prior to any date of prepayment and (B) any prepayment of Loans shall be in a minimum principal amount of \$1,000,000 or such lesser amount equal to the total outstanding principal amount of such Loan if the total outstanding principal amount thereof is less than \$1,000,000. Each such notice shall specify the date and amount of such prepayment. If such notice is given by the Borrower, the Borrower shall make such prepayment and the payment amount specified in such notice shall be due and payable on the date specified therein. Any prepayment of principal shall be accompanied by all accrued interest on the amount prepaid, together with any additional amounts required pursuant to Section 8.03.

(b) *Mandatory.*

(i) *Outstandings.* If for any reason at any time (A) the Revolving Credit Exposure at any time exceed the Commitment, (B) the Working Capital Revolving Credit Exposure at any time exceeds the Working Capital Sublimit or (C) the LC Exposure at any

time exceeds the LC Sublimit, the Borrower shall, without notice, prepay the applicable Loans (together with all accrued but unpaid interest thereon) and/or cash collateralize the applicable LC Exposure in an aggregate amount equal to such excess; *provided, however*, that the Borrower shall not be required to cash collateralize the LC Exposure pursuant to this Section 2.04(b)(i) unless, after the prepayment of the applicable Loans, (I) the Revolving Credit Exposure exceeds the Commitment at such time, (II) the Working Capital Revolving Credit Exposure exceeds the Working Capital Sublimit at such time or (III) the LC Exposure exceeds the LC Sublimit at such time. For the avoidance of doubt, the Minimum Collateral Amount shall not apply to the cash collateral required under this Section 2.04(b)(i) unless an Event of Default has occurred and is continuing.

(ii) *Application of Mandatory Prepayments.* Prepayments made pursuant to this Section 2.04(b), *first*, shall be applied to the outstanding applicable Loans, and, *second*, shall be used to cash collateralize the remaining LC Exposure; and, in the case of prepayments under the Commitment required pursuant to clause (i) of this Section 2.04(b), the amount remaining, if any, after the prepayment in full of all Loans outstanding at such time and the cash collateralization of the remaining LC Exposure in full (the sum of such prepayment amounts, cash collateralization amounts and remaining amount being, collectively, the “*Reduction Amount*”) may be retained by the Borrower for use in the ordinary course of its business. Upon the drawing of any Letter of Credit that has been cash collateralized, the funds held as cash collateral shall be applied (without any further action by or notice to or from the Borrower that has provided cash collateral) to reimburse the Lender.

All prepayments under this Section 2.04(b) shall be subject to Section 8.03, but otherwise without premium or penalty, and shall be accompanied by interest on the principal amount prepaid through the date of prepayment.

*Section 2.05. Termination or Reduction of Commitment; Extensions of Existing Maturity Date; Reallocation of Working Capital Sublimit .*

(a) *Termination or Reduction.* Subject to the provisions of the Fee Agreement, (i) the Borrower may, upon notice to the Lender, terminate the Commitment or from time to time permanently reduce the Commitment; *provided* that (i) any such notice shall be received by the Lender not later than 4:00 p.m. (New York City time) five (5) Business Days prior to the date of termination or reduction, (ii) any such partial reduction shall be in an aggregate amount of \$5,000,000 or any whole multiple of \$1,000,000 in excess thereof and (iii) the Borrower shall not terminate or reduce the Commitment if, after giving effect thereto and to any concurrent prepayments hereunder, the Revolving Credit Exposure would exceed the Commitment. Failure by the Borrower to designate in the notice required under clause (i) of this Section 2.05(a) whether the Commitment is to be permanently reduced shall be deemed to be a permanent reduction in the Commitment.

(b) *Extensions of Existing Maturity Date.* (i) The Existing Maturity Date may be extended an unlimited number of times, in each case in the manner set forth in this Section 2.05(b). Upon receipt of written request of the Borrower to extend the Existing Maturity Date, received no

more than ninety (90) days and no less than sixty (60) days prior to the then current Maturity Date (the “*Existing Maturity Date*”), the Lender will use its commercially reasonable efforts to notify the Borrower of its response within thirty (30) days of receipt of the request therefor (the Lender’s decision to be made in its sole and absolute discretion and on such terms and conditions as to which the Lender and the Borrower may agree); *provided, however*, that the failure of the Borrower to receive a written confirmation from the Lender within the time established therefor shall be deemed a denial of such request. Any extension of the Existing Maturity Date will be deemed to be on the existing terms of this Agreement unless the Lender and the Borrower have entered into a written agreement confirming a change in any term of this Agreement.

(ii) As a condition precedent to each such extension of the Existing Maturity Date pursuant to Section 2.05(b)(ii), the Borrower shall deliver to the Lender a certificate of the Borrower dated as of the Existing Maturity Date signed by an Authorized Officer of the Borrower certifying that, as of such date, both before and immediately after giving effect to such extension, (A) the representations and warranties of the Borrower set forth in this Agreement shall be true and correct and (B) no Potential Event of Default or Event of Default shall have occurred and be continuing.

(c) *Reallocation of Working Capital Sublimit.* The Borrower may, upon written notice to the Lender, reduce the Working Capital Sublimit by allocating an unused portion of the Working Capital Sublimit to increase the LC Sublimit; *provided* that (i) any such notice shall be received by the Lender not later than 4:00 p.m. (New York City time) five (5) Business Days prior to the date of reallocation, (ii) any such partial reduction shall be in an aggregate amount of \$3,000,000 or any whole multiple of \$1,000,000 in excess thereof and (iii) the Borrower shall not reduce the Working Capital Sublimit if, after giving effect thereto, the Working Capital Revolving Credit Exposure would exceed the Working Capital Sublimit. The Borrower may, upon written notice to the Lender, restore any portion of the Working Capital Sublimit previously reallocated in accordance with the preceding sentence of this Section 2.05(c) *provided* that (i) any such notice shall be received by the Lender not later than 4:00 p.m. (New York City time) five (5) Business Days prior to the date of restoration, (ii) any such partial restoration shall be in an aggregate amount of \$3,000,000 or any whole multiple of \$1,000,000 in excess thereof, (iii) the Working Capital Sublimit shall not exceed \$50,000,000 after giving effect thereto and (iv) the LC Exposure shall not exceed the LC Sublimit after giving effect thereto.

*Section 2.06. Repayment of Loans.* The Borrower hereby unconditionally promises to pay to the Lender on the Maturity Date, the aggregate principal amount of Loans outstanding on such date, together with accrued interest thereon. Subject at all times to Section 2.16 hereof, the Borrower shall repay to the Lender on the Maturity Date all other Obligations payable hereunder.

*Section 2.07. Interest.* (a) The Loans comprising each ABR Borrowing shall bear interest at the Alternate Base Rate plus the Applicable Rate.

(b) The Loans comprising each Term Benchmark Borrowing shall bear interest at the Adjusted Term SOFR Rate for the Interest Period in effect for such Borrowing plus the Applicable Rate.

(c) Each RFR Loan shall bear interest at a rate per annum equal to Adjusted Daily Simple SOFR plus the Applicable Rate.

(d) Notwithstanding the foregoing, if any principal of or interest on any Loan or any fee or other amount payable by the Borrower hereunder is not paid when due, whether at stated maturity, upon acceleration or otherwise, such overdue amount shall bear interest, after as well as before judgment, at a rate per annum equal to (i) in the case of overdue principal of any Loan, 3% plus the rate otherwise applicable to such Loan as provided in the preceding paragraphs of this Section or (ii) in the case of any other amount, 3% plus the rate applicable to ABR Loans as provided in paragraph (a) of this Section.

(e) Accrued interest on each Loan shall be payable in arrears on each Interest Payment Date for such Loan and upon termination of the Commitment; *provided* that (i) interest accrued pursuant to paragraph (d) of this Section shall be payable on demand, (ii) in the event of any repayment or prepayment of any Loan (other than a prepayment of an ABR Loan prior to the end of the Availability Period), accrued interest on the principal amount repaid or prepaid shall be payable on the date of such repayment or prepayment and (iii) in the event of any conversion of any Term Benchmark Loan prior to the end of the current Interest Period therefor, accrued interest on such Loan shall be payable on the effective date of such conversion.

*Section 2.08. Fees.* The Borrower agrees to pay to the Lender the fees and other amounts set forth in the Fee Agreement at the time and in the manner set forth in the Fee Agreement, including, but not limited to, the Undrawn Fee, the LC Facility Fee, the Termination Fee and the Reduction Fee. The Fee Agreement is, by this reference, incorporated herein in its entirety as if set forth herein in full. All fees and other amounts payable under the Fee Agreement shall be paid in immediately available funds. Fees paid shall not be refundable under any circumstances.

*Section 2.09. Computation of Interest and Fees.* Interest computed by reference to the Term SOFR Rate or Daily Simple SOFR hereunder shall be computed on the basis of a year of three hundred sixty (360) days, and actual days elapsed. Interest computed by reference to the Alternate Base Rate at times when the Alternate Base Rate is based on the Prime Rate shall be computed on the basis of a year of three hundred sixty-five (365) days (or three hundred sixty-six (366) days in a leap year), and actual days elapsed. In each case interest shall be payable for the actual number of days elapsed (including the first day but excluding the last day). All interest hereunder on any Loan (or Reimbursement Obligation, if applicable) shall be computed on a daily basis based upon the outstanding principal amount of such Loan (or Reimbursement Obligation, if applicable) as of the applicable date of determination, *provided* that any Loan (or Reimbursement Obligation, if applicable) that is repaid on the same day on which it is made shall, subject to Section 2.11(a), bear interest for one day. The applicable Alternate Base Rate, Adjusted Term SOFR Rate, Term SOFR Rate, Adjusted Daily Simple SOFR or Daily Simple SOFR shall be determined by the Lender, and such determination shall be conclusive absent manifest error.

All computations of fees shall be made on the basis of a year of three hundred sixty (360) days, and actual days elapsed. Interest shall accrue on each Loan (including any Reimbursement Obligation of an LC Exposure) for the day on which such Loan is made (or, in the case of Reimbursement Obligations, the day on which a related drawing is not reimbursed), and shall not



accrue for the day on which the Loan or such portion is paid, *provided* that any Loan (or Reimbursement Obligation, if applicable) that is repaid on the same day on which it is made shall, subject to Section 2.11(a), bear interest for one day. Each determination by the Lender of an interest rate or fee hereunder shall be conclusive and binding for all purposes, absent manifest error.

*Section 2.10. Evidence of Debt.* The Borrowings made from the Lender shall be evidenced by one or more accounts or records maintained by the Lender in the ordinary course of business. The accounts or records maintained by the Lender shall be conclusive absent manifest error of the amount of the Borrowings made from the Lender by the Borrower and the interest and payments thereon. Any failure to so record or any error in doing so shall not, however, limit or otherwise affect the obligation of the Borrower hereunder to pay any amount owing with respect to the Obligations. The Loans shall be evidenced by the Note to be issued on the Effective Date, initially registered in the name of, and payable to, the Lender and otherwise duly completed. The Lender may attach schedules to the Note and endorse thereon the date, amount and maturity of Loans and payments with respect thereto.

*Section 2.11. Payments.* (a) All payments to be made by the Borrower under this Agreement or under the Fee Agreement shall be made without condition or deduction for any counterclaim, defense, recoupment or setoff. If any payment to be made by the Borrower shall come due on a day other than a Business Day, payment shall be made on the next following Business Day, and such extension of time shall be reflected in computing interest or fees, as the case may be. All payments hereunder to the Lender shall be made by wire transfer to the Lender at its offices at 383 Madison Avenue, New York, New York, or as otherwise set forth in the invoice from the Lender for such payment.

(b) If at any time insufficient funds are received by and available to the Lender to pay fully all amounts of principal, Reimbursement Obligations, interest and fees then due hereunder, such funds shall be applied (i) first, towards payment of interest and fees then due hereunder, and (ii) second, ratably towards payment of principal and Reimbursement Obligations then due hereunder.

*Section 2.12. Maximum Interest Rate.* Anything herein to the contrary notwithstanding, the amount of interest payable hereunder for any interest period shall not exceed the Maximum Interest Rate. If for any interest period the applicable interest rate would exceed the Maximum Interest Rate, then (i) such interest rate will not exceed but will be capped at such Maximum Interest Rate and (ii) in any interest period thereafter that the applicable interest rate is less than the Maximum Interest Rate, any Obligation hereunder will bear interest at the Maximum Interest Rate until the earlier of (x) payment to the Lender of an amount equal to the amount which would have accrued but for the limitation set forth in this Section and (y) the Maturity Date. Upon the Maturity Date or, if no Revolving Credit Exposure is outstanding, on the date the Commitment is permanently terminated, in consideration for the limitation of the rate of interest otherwise payable hereunder, to the extent permitted by applicable law, the Borrower shall pay to the Lender a fee in an amount equal to the amount which would have accrued but for the limitation set forth in this Section 2.12 that has not previously been paid to the Lender in accordance with the immediately preceding sentence.

*Section 2.13. Interest Elections.* (a) Each Borrowing initially shall be of the Type specified in the applicable Borrowing Request and, in the case of a Term Benchmark Borrowing, shall have an initial Interest Period as specified in such Borrowing Request. Thereafter, the Borrower may elect to convert such Borrowing to a different Type or to continue such Borrowing and, in the case of a Term Benchmark Borrowing, may elect Interest Periods therefor, all as provided in this Section. The Borrower may elect different options with respect to different portions of the affected Borrowing, in which case each such portion shall be allocated ratably among the Lenders holding the Loans comprising such Borrowing, and the Loans comprising each such portion shall be considered a separate Borrowing.

(b) To make an election pursuant to this Section, the Borrower shall notify the Lender of such election by the time that a Borrowing Request would be required under Section 2.02 if the Borrower were requesting a Borrowing of the Type resulting from such election to be made on the effective date of such election. Each such Interest Election Request shall be irrevocable and shall be signed by an Authorized Officer of the Borrower.

(c) Each Interest Election Request shall specify the following information in compliance with **Error! Reference source not found.:**

(i) the Borrowing to which such Interest Election Request applies and, if different options are being elected with respect to different portions thereof, the portions thereof to be allocated to each resulting Borrowing (in which case the information to be specified pursuant to clauses (iii) and (iv) below shall be specified for each resulting Borrowing);

(ii) the effective date of the election made pursuant to such Interest Election Request, which shall be a Business Day;

(iii) whether the resulting Borrowing is to be an ABR Borrowing or a Term Benchmark Borrowing or, if a Term Benchmark Borrowing is not available hereunder, a RFR Borrowing; and

(iv) if the resulting Borrowing is a Term Benchmark Borrowing, the Interest Period to be applicable thereto after giving effect to such election, which shall be a period contemplated by the definition of the term “*Interest Period*”.

If any such Interest Election Request requests a Term Benchmark Borrowing but does not specify an Interest Period, then the Borrower shall be deemed to have selected an Interest Period of one month’s duration.

(d) If the Borrower fails to deliver a timely Interest Election Request with respect to a Term Benchmark Borrowing prior to the end of the Interest Period applicable thereto, then, unless such Borrowing is repaid as provided herein, at the end of such Interest Period such Borrowing shall be deemed to have an Interest Period that is one month. Notwithstanding any contrary provision hereof, if an Event of Default has occurred and is continuing and the Lender so notifies the Borrower, then, so long as an Event of Default is continuing (i) no outstanding Borrowing may

be converted to or continued as a Term Benchmark Borrowing and (ii) unless repaid, (A) each Term Benchmark Borrowing and (B) each RFR Borrowing shall be converted to an ABR Borrowing at the end of the Interest Period applicable thereto.

*Section 2.14. Alternate Rate of Interest; Illegality.* (a) Subject to clauses (b), (c), (d), (e) and (f) of this Section 2.14, if:

(i) the Lender determines (which determination shall be conclusive absent manifest error) (A) prior to the commencement of any Interest Period for a Term Benchmark Borrowing, that adequate and reasonable means do not exist for ascertaining the Adjusted Term SOFR Rate or the Term SOFR Rate (including because the Term SOFR Reference Rate is not available or published on a current basis), for such Interest Period or (B) at any time, that adequate and reasonable means do not exist for ascertaining the applicable Adjusted Daily Simple SOFR or Daily Simple SOFR; or

(ii) the Lender determines (which determination shall be conclusive absent manifest error) (A) prior to the commencement of any Interest Period for a Term Benchmark Borrowing, the Adjusted Term SOFR Rate for such Interest Period will not adequately and fairly reflect the cost to the Lender of making or maintaining its Loans (or its Loan) included in such Borrowing for such Interest Period or (B) at any time, Adjusted Daily Simple SOFR will not adequately and fairly reflect the cost to the Lender of making or maintaining its Loans (or its Loan) included in such Borrowing;

then the Lender shall give notice thereof to the Borrower by telephone, telecopy or electronic mail as promptly as practicable thereafter and, until (x) the Lender notifies the Borrower that the circumstances giving rise to such notice no longer exist with respect to the relevant Benchmark and (y) the Borrower delivers a new Interest Election Request in accordance with the terms of Section 2.13 or a new Borrowing Request in accordance with the terms of Section 2.02(a), (1) any Interest Election Request that requests the conversion of any Borrowing to, or continuation of any Borrowing as, a Term Benchmark Borrowing and any Borrowing Request that requests a Term Benchmark Borrowing shall instead be deemed to be an Interest Election Request or a Borrowing Request, as applicable, for (A) a RFR Borrowing so long as Adjusted Daily Simple SOFR is not also the subject of Section 2.14(a)(i) or (ii) above or (B) an ABR Borrowing if Adjusted Daily Simple SOFR also is the subject of Section 2.14(a)(i) or (ii) above and (2) any Borrowing Request that requests a RFR Borrowing shall instead be deemed to be a Borrowing Request for an ABR Borrowing; *provided* that if the circumstances giving rise to such notice affect only one Type of Borrowings, then all other Types of Borrowings shall be permitted. Furthermore, if any Term Benchmark Loan or RFR Loan is outstanding on the date of the Borrower's receipt of the notice from the Lender referred to in this Section 2.14(a) with respect to a Relevant Rate applicable to such Term Benchmark Loan or RFR Loan, then until (x) the Lender notifies the Borrower that the circumstances giving rise to such notice no longer exist with respect to the relevant Benchmark and (y) the Borrower delivers a new Interest Election Request in accordance with the terms of Section 2.13 or a new Borrowing Request in accordance with the terms of Section 2.02(a), (1) any Term Benchmark Loan shall on the last day of the Interest Period applicable to such Loan (or the next succeeding Business Day if such day is not a Business Day), be converted by the Lender to, and shall constitute, (x) a RFR Borrowing so long as Adjusted Daily Simple SOFR is not also the

subject of Section 2.14(a)(i) or (ii) above or (y) an ABR Loan if Adjusted Daily Simple SOFR also is the subject of Section 2.14(a)(i) or (ii) above, on such day, and (2) any RFR Loan shall on and from such day be converted by the Lender to, and shall constitute an ABR Loan.

(b) Notwithstanding anything to the contrary herein or in any other Basic Document, if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred prior to the Reference Time in respect of any setting of the then-current Benchmark, then (x) if a Benchmark Replacement is determined in accordance with clause (1) of the definition of “Benchmark Replacement” for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Basic Document in respect of such Benchmark setting and subsequent Benchmark settings without any amendment to, or further action or consent of any other party to, this Agreement or any other Basic Document and (y) if a Benchmark Replacement is determined in accordance with clause (2) of the definition of “Benchmark Replacement” for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Basic Document in respect of any Benchmark setting at or after 5:00 p.m. (New York City time) on the fifth (5th) Business Day after the date notice of such Benchmark Replacement is provided to the Lender without any amendment to, or further action or consent of any other party to, this Agreement or any other Basic Document.

(c) Notwithstanding anything to the contrary herein or in any other Basic Document, the Lender will have the right to make Benchmark Replacement Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Basic Document, any amendments implementing such Benchmark Replacement Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Basic Document.

(d) The Lender will promptly notify the Borrower of (i) any occurrence of a Benchmark Transition Event, (ii) the implementation of any Benchmark Replacement, (iii) the effectiveness of any Benchmark Replacement Conforming Changes, (iv) the removal or reinstatement of any tenor of a Benchmark pursuant to clause (f) below and (v) the commencement or conclusion of any Benchmark Unavailability Period. Any determination, decision or election that may be made by the Lender pursuant to this Section 2.14, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other party to this Agreement or any other Basic Document, except, in each case, as expressly required pursuant to this Section 2.14.

(e) Notwithstanding anything to the contrary herein or in any other Basic Document, at any time (including in connection with the implementation of a Benchmark Replacement), (i) if the then-current Benchmark is a term rate (including the Term SOFR Rate) and either (A) any tenor for such Benchmark is not displayed on a screen or other information service that publishes such rate from time to time as selected by the Lender in its reasonable discretion or (B) the regulatory supervisor for the administrator of such Benchmark has provided a public statement or publication of information announcing that any tenor for such Benchmark is or will no longer be

representative, then the Lender may modify the definition of “Interest Period” for any Benchmark settings at or after such time to remove such unavailable or non-representative tenor and (ii) if a tenor that was removed pursuant to clause (i) above either (C) is subsequently displayed on a screen or information service for a Benchmark (including a Benchmark Replacement) or (D) is not, or is no longer, subject to an announcement that it is or will no longer be representative for a Benchmark (including a Benchmark Replacement), then the Lender may modify the definition of “Interest Period” for all Benchmark settings at or after such time to reinstate such previously removed tenor.

(f) Upon the Borrower’s receipt of notice of the commencement of a Benchmark Unavailability Period, the Borrower may revoke any request for a Term Benchmark Borrowing or RFR Borrowing of, conversion to or continuation of Term Benchmark Loans to be made, converted or continued during any Benchmark Unavailability Period and, failing that, the Borrower will be deemed to have converted any request for a Term Benchmark Borrowing into a request for a Borrowing of or conversion to (A) a RFR Borrowing so long as Adjusted Daily Simple SOFR is not the subject of a Benchmark Transition Event or (B) an ABR Borrowing if Adjusted Daily Simple SOFR is the subject of a Benchmark Transition Event. During any Benchmark Unavailability Period or at any time that a tenor for the then-current Benchmark is not an Available Tenor, the component of ABR based upon the then-current Benchmark or such tenor for such Benchmark, as applicable, will not be used in any determination of ABR. Furthermore, if any Term Benchmark Loan or RFR Loan is outstanding on the date of the Borrower’s receipt of notice of the commencement of a Benchmark Unavailability Period with respect to a Relevant Rate applicable to such Term Benchmark Loan or RFR Loan, then until such time as a Benchmark Replacement is implemented pursuant to this **Error! Reference source not found.**, (1) any Term Benchmark Loan shall on the last day of the Interest Period applicable to such Loan (or the next succeeding Business Day if such day is not a Business Day), be converted by the Lender to, and shall constitute, (x) a RFR Borrowing so long as Adjusted Daily Simple SOFR is not the subject of a Benchmark Transition Event or (y) an ABR Loan if Adjusted Daily Simple SOFR is the subject of a Benchmark Transition Event, on such day and (2) any RFR Loan shall on and from such day be converted by the Lender to, and shall constitute an ABR Loan.

*Section 2.15. Cash Collateral.* (a) If (i) as of any Letter of Credit Expiration Date, any related LC Exposure for any reason remains outstanding and is not refinanced with a Reimbursement Loan or (ii) any Event of Default shall occur and be continuing, on the Business Day that the Borrower receives notice from the Lender demanding the deposit of cash collateral pursuant to this paragraph, the Borrower shall deposit in an account with the Lender, in the name and for the benefit of the Lender (the “*LC Collateral Account*”), an amount in cash equal to 105% of the amount of the LC Exposure as of such date plus accrued and unpaid interest thereon (such amount, the “*Minimum Collateral Amount*”); *provided* that the obligation to deposit such cash collateral shall become effective immediately, and such deposit shall become immediately due and payable, without demand or other notice of any kind, upon the occurrence of any Event of Default with respect to the Borrower described in Section 7.01(f) hereof.

(b) The Lender shall have exclusive dominion and control, including the exclusive right of withdrawal, over the LC Collateral Account and the Borrower hereby grants the Lender a security interest in the LC Collateral Account and all moneys or other assets on deposit therein or

credited thereto. Other than any interest earned on the investment of such deposits, which investments shall be made at the option of the Lender with the Borrower's consent such deposits shall not bear interest. Interest or profits, if any, on such investments shall accumulate in such account. Moneys in such account shall be applied by the Lender for Reimbursement Obligations, together with related fees, costs, and customary processing charges, and, to the extent not so applied, shall be held for the satisfaction of the Reimbursement Obligations of the Borrower for the LC Exposure at such time or, if the maturity of the Loans has been accelerated, be applied to satisfy other Obligations. If the Borrower is required to provide an amount of cash collateral hereunder as a result of the occurrence of an Event of Default, such amount (to the extent not applied as aforesaid) shall be returned promptly to the Borrower, but in no event later than within three (3) Business Days, after all such Events of Default have been cured or waived as confirmed in writing by the Lender.

*Section 2.16. Payment and Security for Obligations.* The Net Revenues shall be and hereby are pledged by the Borrower to the payment of the Obligations on a first-priority basis. The Obligations of the Borrower under this Agreement, the Fee Agreement and the other Basic Documents are limited obligations, payable solely from, and secured by a first-priority pledge of and lien on, Net Revenues. The pledge of Net Revenues is valid and binding in accordance with the terms of the Act, the Joint Powers Agreement and the Resolution, and the Net Revenues shall immediately be subject to the pledge, and the pledge shall constitute a lien and security interest which shall immediately attach to the Net Revenues and be effective, binding, and enforceable against Borrower, its successors, creditors, and all others asserting the rights therein, to the extent set forth in this Agreement, and in accordance with the Act, the Joint Powers Agreement and the Resolution, irrespective of whether those parties have notice of the pledge and without the need for any physical delivery, recordation, filing, or further act. The pledge of the Net Revenues herein made is irrevocable until the Commitment has expired or been terminated in accordance with the terms hereof and all Obligations hereunder shall have been paid in full and all Letters of Credit shall have expired or terminated, in each case, without any pending draw, and all payments made by the Lender pursuant to a Letter of Credit shall have been reimbursed. The pledge of the Net Revenues herein made shall be senior to any pledge of the Net Revenues made with respect to any Subordinate Debt. There shall be no pledge of or Lien on Net Revenues that ranks senior to the Obligations.

### **ARTICLE III**

#### **CONDITIONS PRECEDENT TO BORROWINGS**

*Section 3.01. Conditions to Initial Borrowing; Authority; Enforceability.* This Agreement shall become binding on the parties hereto upon the satisfaction of the following conditions precedent (all Basic Documents and other documents to be delivered to the Lender pursuant to this Section 3.01 shall be subject to prior approval as to form and substance by the Lender, with delivery by the Lender of its signature page to this Agreement evidencing the Lender's

acknowledgement that the conditions set forth in this Section 3.01 have been satisfied, unless otherwise waived in writing):

(a) *Documents.* The Lender has received executed copies of the Basic Documents (including without limitation the First Amendment to Security Agreement) executed by the Borrower on the Effective Date.

(b) *Opinions.* The Lender has received from the Borrower's legal counsel an opinion, addressed to the Lender and dated as of the Effective Date, as to the due authorization, execution and delivery of this Agreement and the other Basic Documents, and as to the validity and enforceability with respect to the Borrower of this Agreement and the other Basic Documents, the pledge of Net Revenues securing the Obligations constituting a valid pledge, and such other matters as the Lender may reasonably request, in form and substance satisfactory to the Lender and its counsel.

(c) *Certificate.* The Lender has received (i) certified copies of the Joint Powers Agreement, the Lockbox Security Documents and any PPAs entered into as of the Effective Date, and the Resolution, (ii) a certificate or certificates of one or more Authorized Officers dated the Effective Date certifying the accuracy of the Borrower's representations and warranties contained in Article IV hereof is true and correct on and as of the date of such certificate and that no Potential Event of Default or Event of Default has occurred and is continuing, and (iii) and further certifying the name, incumbency and signature of each individual authorized to sign this Agreement, the Fee Agreement, the Note and the other documents or certificates to be delivered by the Borrower pursuant hereto or thereto, and that the conditions precedent set forth in this Section 3.01 have been satisfied;

(d) *Financial Statements and Projections.* The Lender has received (i) the audited financial statements of the System for the Fiscal Year ended June 30, 2022, and all subsequent unaudited quarterly statements of the Borrower prepared prior to the Effective Date and (ii) a copy of the plan and forecast (including a projected consolidated income statement, cash flow statement and budget relating to Projected Revenues and Projected Operation and Maintenance Expenses) of the System for each month of the fiscal year ending June 30, 2023 and each fiscal year thereafter ending no earlier than twelve (12) months after the Maturity Date (as the same may be revised and to the extent such revisions are approved in the sole but reasonable discretion of the Lender from time to time pursuant to Section 5.01(f), the "*Projections*"), in form and substance reasonably satisfactory to the Lender.

(e) *USA PATRIOT Act, Etc.* The Lender shall have received, (i) (x) at least five (5) days prior to the Effective Date, all documentation and other information regarding the Borrower requested in connection with applicable "know your customer" and anti-money laundering rules and regulations, including the USA PATRIOT Act to the extent requested in writing to the Borrower at least ten (10) days prior to the Effective Date, and (y) a properly completed and signed IRS Form W-8 or W-9, as applicable, for the Borrower, and (ii) to the extent the Borrower qualifies as a "legal entity customer" under the Beneficial Ownership Regulation, at least five (5) days prior to the Effective Date, and to the extent

requested by the Lender, in a written notice to the Borrower at least the (10) days prior to the Effective Date, a Beneficial Ownership Certification in relation to the Borrower.

(f) *RCB Debt Obligations.* The Lender has received evidence reasonably satisfactory to it that all RCB Debt Obligations have been paid in full in immediately available funds (for the avoidance of doubt, including the cancellation of any outstanding letters of credit) on or before the Effective Date, and such RCB Debt Obligations and the documents thereto shall be terminated to the satisfaction of the Lender.<sup>8</sup>

(g) *Other Matters.* The Lender has received such other opinions, certificates and documents it may reasonably request relating to the existence of the Borrower, the authority for and the validity of this Agreement and each of the other Basic Documents, and any other matters relevant hereto or thereto, all in form and substance satisfactory to the Lender.

*Section 3.02. Conditions to All Credit Extensions.* The obligation of the Lender to honor any request for a Credit Extension is subject to the following conditions precedent:

(a) The representations and warranties of the Borrower set forth in Article IV (i) that are not qualified by concepts of materiality are true and correct in all material respects on and as of the date of such Credit Extension with the same force and effect as if made on and as of such date, and (ii) that are qualified by concepts of materiality are true and correct on and as of the date of such Credit Extension with the same force and effect as if made on and as of such date, in each case, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct as of such earlier date.

(b) No Potential Event of Default or Event of Default shall exist, or would result from such proposed Credit Extension or from the application of the proceeds thereof.

(c) The Lender shall have received a Borrowing Request or Letter of Credit Request, as applicable, in accordance with the terms, conditions and requirements hereof.

Each Borrowing Request, application for any Letter of Credit and application for amendment to a Letter of Credit submitted by the Borrower shall be deemed to be a representation and warranty that the conditions specified in Sections 3.02(a) and (b) hereof have been satisfied on and as of the date of the applicable Borrowing.

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<sup>8</sup> **NTD:** TBD.



## ARTICLE IV

### REPRESENTATIONS AND WARRANTIES OF THE BORROWER

The Borrower hereby represents and warrants as follows:

*Section 4.01. Organization, Powers, Etc.* The Borrower (i) is a public agency formed under the provisions of the Joint Powers Act that is qualified to be a community choice aggregator pursuant to California Public Utilities Code Section 366.2, (ii) has full and adequate power to own its Property and (iii) has full power and authority to execute (or adopt, as the case may be), deliver and perform its obligations under this Agreement and the other Basic Documents and to borrow hereunder. Except for all permits, licenses and approvals for the operation of the Borrower yet to be obtained, the Borrower is qualified to operate in each jurisdiction in which the nature of the business conducted by it makes such qualification necessary and has full power and authority to own its properties and carry on its business as now conducted.

*Section 4.02. Authorization, Absence of Conflicts, Etc.* The execution, delivery and performance of this Agreement and the other Basic Documents and the making of the Borrowings and the issuance of Letters of Credit as contemplated hereunder (a) have been duly authorized by the Borrower, (b) do not and will not conflict with, or result in a violation of, any provision of law, including the Joint Powers Agreement or any order, rule or regulation of any court or Governmental Authority and (c) do not and will not conflict with, result in a violation of or constitute a default under, the Joint Powers Act, or any other ordinance, resolution, agreement or instrument to which the Borrower is a party or by which the Borrower or any of its property is bound.

*Section 4.03. Governmental Consent or Approval.* The execution, delivery and performance of this Agreement and the other Basic Documents and the making of the Borrowings contemplated hereunder do not and will not require registration with, or the consent or approval of, or any other action by, any Governmental Authority other than those which have been made or given and are in full force and effect.

*Section 4.04. Binding Obligation.* This Agreement and the other Basic Documents are legal, valid and binding obligations of the Borrower, enforceable against the Borrower in accordance with their respective terms except as enforcement thereof may be limited by bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally and subject to equitable principles in the event that equitable remedies are sought.

*Section 4.05. Absence of Material Litigation.* Except as disclosed in writing to the Lender prior to the Effective Date, there is no action or investigation pending with service of process accomplished against the Borrower or, to the knowledge of the Borrower, threatened in writing against the Borrower before any court, administrative agency or arbitrator which (i) in the reasonable opinion of the Borrower's attorney is with merit and if determined adversely would have a Material Adverse Effect or (ii) relates to the execution, delivery, validity, enforceability or performance by the Borrower of any Basic Document or the validity of the Joint Powers Agreement.

*Section 4.06. Financial Condition.* The audited financial statements of the System for the Fiscal Year ended June 30, 2022, and the most recent unaudited quarterly statements of the System delivered by the Borrower to the Lender since that day, have been prepared in conformity with GAAP (except as noted therein), and fairly present, in all material respects, the financial condition of the System, as of the dates thereof. Since the date of the audited financial statements or unaudited quarterly statements of the System, whichever was most recently furnished to the Lender, there has been no Material Adverse Change in the operations, assets, liability or financial condition of the System.

*Section 4.07. Amendments.* None of the Basic Documents have been amended except by such amendments or supplements as have been delivered to the Lender prior to the execution of this Agreement. The Joint Powers Agreement has not been amended, supplemented, modified, rescinded or repealed and remains in full force and effect as of the date hereof.

*Section 4.08. Liens.* This Agreement creates a valid first-priority Lien on and pledge of Net Revenues to secure the payment and performance of the Borrower's obligations under this Agreement and the Fee Agreement, and no filings, recordings, registrations or other actions are necessary on the part of the Borrower, the Lender or any other Person to create or perfect such Lien. Except for the Lien over Net Revenues contained in this Agreement, there is no pledge of or Lien on Net Revenues.

*Section 4.09. No Defaults.* (a) No Potential Event of Default or Event of Default has occurred and is continuing.

(b) No "default" or "event of default" (after giving effect to applicable cure periods, if any) has occurred and is continuing with respect to the Borrower under any other material mortgage, indenture, contract, agreement or undertaking respecting the System (including, but not limited to, any PPAs with a notional amount or amounts, in the aggregate, of \$5,000,000) to which the Borrower is a party or which purports to be binding on the Borrower or on any of the property of the System.

*Section 4.10. No Proposed Legal Changes.* Except as disclosed in writing to the Lender prior to the Effective Date, there is no (i) amendment, or to the best knowledge of the Borrower, proposed amendment certified for placement on a statewide ballot, to the Constitution of the State or any published administrative interpretation of the Constitution of the State, any State law, or any proposition or referendum (or proposed proposition or referendum) or other ballot initiative or any legislation that has passed either house of the State legislature, or any published judicial decision interpreting any of the foregoing, or (ii) or the Joint Powers Agreement or any administrative interpretation of the Constitution of the State, any State law, or the Joint Powers Agreement, or any judicial decision interpreting any of the foregoing, or any published judicial decision interpreting any of the foregoing, in each case, the effect of which could reasonably be expected to adversely affect the validity, enforceability, security for, or priority of payment of the Obligations or the ability of the Borrower to perform its obligations under this Agreement or the other Basic Documents to which the Borrower is a party.

*Section 4.11. Compliance.* The Borrower is in substantial compliance with all laws, ordinances, orders, rules and regulations applicable to it, except to the extent noncompliance could not reasonably be expected to have a Material Adverse Effect.

*Section 4.12. Environmental Laws.* The Borrower has not received notice to the effect that its operations are not in compliance with any of the requirements of applicable federal, state or local environmental, health and safety statutes and regulations or are the subject of any governmental investigation evaluating whether any remedial action is needed to respond to a release of any toxic or hazardous waste or substance into the environment, which non-compliance or remedial action could reasonably be expected to result in a Material Adverse Effect.

*Section 4.13. Margin Stock.* The Borrower is not engaged in the business of extending credit for the purpose of purchasing or carrying margin stock (within the meaning of Regulation U issued by the Board of Governors of the Federal Reserve System).

*Section 4.14. ERISA.* The Borrower does not maintain or contribute to, and has not maintained or contributed to, any “employee benefit plans” that are subject to Title IV of ERISA.

*Section 4.15. Incorporation of Representations and Warranties by Reference.* The Borrower hereby makes to the Lender the same representations and warranties as are set forth by it in each Basic Document (other than this Agreement and the Fee Agreement) to which it is a party, which representations and warranties, together with the related defined terms contained therein, are hereby incorporated herein by reference for the benefit of the Lender with the same effect as if each and every such representation and warranty and defined term were set forth herein in its entirety and were made as of the date hereof. No amendment to such representations and warranties or defined terms made pursuant to any Basic Document (other than this Agreement and the Fee Agreement) shall be effective to amend such representations and warranties and defined terms as incorporated by this reference without the prior written consent of the Lender.

*Section 4.16. Immunity.* The Borrower is not entitled to raise the defense of immunity (whether sovereign, governmental or otherwise) in connection with any legal proceedings to enforce or collect upon the obligations of the Borrower under this Agreement or the transactions contemplated hereby, including, without limitation, the payment of the Obligations; *provided, however,* that the procedural requirements applicable to commencing an action and exercising remedies against the Borrower differ from those provisions and requirements applicable to individuals and non-governmental entities.

*Section 4.17. Anti-Terrorism Laws.* The Borrower is not in violation of any Laws relating to terrorism or money laundering (“*Anti-Terrorism Laws*”), including Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001 (the “*Executive Order*”), and the Patriot Act.

The Borrower is not any of the following:

(i) a Person that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order;

(ii) a Person owned or controlled by, or acting for or on behalf of, any Person that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order;

(iii) a Person with which the Lender is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law;

(iv) a Person that commits, threatens or conspires to commit or supports “terrorism” as defined in the Executive Order; or

(v) a Person that is named as a “specially designated national and blocked person” on the most current list published by the OFAC or any list of Persons issued by OFAC pursuant to the Executive Order at its official website or any replacement website or other replacement official publication of such list.

*Section 4.18. System Debt.* The Borrower has not incurred or issued any System Debt other than the System Debt created under this Agreement.

*Section 4.19. No Existing Right to Accelerate.* No Person, including, without limitation, any credit facility provider or liquidity provider, either of which provides credit enhancement or liquidity support to any System Debt that is secured by or payable from Net Revenues, or any holder of System Debt that is secured by or payable from Net Revenues, has a right under any resolution, indenture, or supplemental indenture relating to any such System Debt or under any other document or agreement relating to any System Debt, to cause an acceleration of such System Debt, or to otherwise declare the principal of and interest on any such System Debt to be immediately due and payable, prior to its maturity.

## **ARTICLE V**

### **AFFIRMATIVE COVENANTS OF THE BORROWER**

The Borrower agrees that, so long as the Lender has any Commitment hereunder or any amount payable hereunder remains unpaid:

#### *Section 5.01. Reports, Certificates and Other Information.*

(a) *Notice of Default.* Promptly upon any Authorized Officer obtaining knowledge of the occurrence of a Potential Event of Default or Event of Default or notice thereof, and in any event within three (3) Business Days thereafter, the Borrower will provide to the Lender the written statement of an Authorized Officer setting forth in reasonable detail the nature of such event and the action which the Borrower proposes to take with respect thereto;

(b) *Annual Reports.* Within two hundred seventy (270) days after the end of each Fiscal Year of the Borrower, the Borrower will deliver to the Lender financial statements, consisting of a statement of net position of the Borrower as at the end of such Fiscal Year and a statement of

revenues and expenses and a statement of cash flows of the Borrower for such Fiscal Year, together with all in reasonable detail and accompanied by an unqualified opinion of a nationally recognized independent certified public accounting firm stating that such financial statements have been prepared in accordance with GAAP consistently applied;

(c) *Quarterly Reports.* Within sixty (60) days after the end of each fiscal quarter of the Borrower, the Borrower will deliver to the Lender (i) financial statements of the Borrower, consisting of a statement of net position as at the end of such fiscal quarter and a statement of revenues and expenses and a statement of cash flows of the Borrower for such fiscal quarter, (ii) statistics on number of consumers enrolled in SDCP and energy-usage statistics therefor;

Each of the financial statements furnished to the Lender pursuant to subsections (b) and (c) of this Section 5.01 shall be accompanied by a certificate signed by an Authorized Officer and addressed to the Lender, substantially in the form of *Exhibit E* hereto, (x) stating that no Event of Default or Potential Event of Default has occurred, or if any Event of Default or Potential Event of Default has occurred, specifying the nature of such Event of Default or Potential Event of Default, the period of its existence, the nature and status thereof and any remedial steps taken or proposed to correct such Event of Default or Potential Event of Default, and (y) demonstrating compliance with the Debt Service Coverage Ratio required by Section 5.11 hereof;

(d) *Additional Notices.* (i) As soon as possible after an Authorized Officer acquires knowledge of the occurrence thereof, the Borrower will notify the Lender of the filing of a complaint by or before any court or administrative agency against the Borrower with service of process properly completed under applicable law, which, if adversely determined, in the reasonable judgment of the Borrower, is reasonably likely to have a Material Adverse Effect; and

(ii) promptly after incurrence or issuance thereof by the Borrower, copies of each agreement in respect of Parity Debt;

(e) *PPA Defaults; Modification to Lockbox Security Document(s).* (i) Promptly upon any Authorized Officer obtaining knowledge of the occurrence of (A) an event of default or notice thereof or (B) any condition or event which, with the giving of notice or lapse of time, or both, would, unless cured or waived, become an event of default thereunder, in each case, caused by the Borrower under any one (1) or more PPAs with a notional amount or amounts, in the aggregate, of \$5,000,000 or more concurrently outstanding, and in any event within five (5) days thereafter, the Borrower will provide to the Lender the written statement of an Authorized Officer setting forth the reasonable detail of such event and the action which the Borrower proposes to take with respect thereto; and

(ii) Promptly after the Borrower receives notice of the formal consideration of any proposed modification to any Lockbox Security Document;

(f) *Annual Budget.* Within forty-five (45) days of adoption, but in any event on or prior the end of each Fiscal Year, a copy of the Borrower's annual operating budget as of June 30 of the immediately following Fiscal Year, which update shall be in form and substance reasonably satisfactory to the Lender;

(g) *Reserve Policy.* The Borrower shall comply with the terms of its Reserve Policy in all respects and shall promptly notify the Lender in writing of any change proposed to the Reserve Policy that has been submitted for approval at a meeting of the governing board of the Borrower;

(h) *Enforcement of Rights under Joint Powers Agreement; Termination of the Joint Powers Agreement.* The Borrower shall at all times diligently pursue all of its rights and remedies against any Party (as defined in the Joint Powers Agreement) that seeks to withdraw or withdraws from the Borrower under the Joint Powers Agreement, or that is terminated as a Party to the Joint Powers Agreement, including, without limitation, seeking repayment of obligations of the Borrower attributable to such Party under the Joint Powers Agreement, in each case to the fullest extent contemplated by the Joint Powers Agreement;

(i) *Investment Policy and Guidelines.* The Borrower shall promptly notify the Lender in writing of any change proposed to the Investment Policy that has been submitted for approval at a meeting of the governing board of the Borrower, which proposed change would increase the types of investments permitted thereby;

(j) *Rates; Rate Notice.* (i) The Borrower shall fix, establish, maintain and collect rates and charges for electric power and energy and other services, facilities and commodities sold, furnished or supplied through the facilities of the System, which shall be set in accordance with applicable law and shall be sufficient to provide the Borrower with Revenues in each Fiscal Year sufficient to pay, to the extent not paid from other available moneys, any and all amounts the Borrower is obligated to pay or set aside from Revenues by law or contract in such Fiscal Year (including, without limitation, all Obligations when due hereunder) (collectively, the “*Generation Rates*”; and

(ii) The Borrower shall promptly notify the Lender in writing, not less than ten (10) Business Days after adjustment thereof, of any adjustment to the Generation Rates by a cumulative integer of five percent (5%) or greater as compared to the Generation Rates assumed in the then-current annual budget and provide an updated annual budget reflecting such revised Generation Rates; and

(k) *Other Information.* The Borrower will provide to the Lender such other information respecting the business, affairs, financial condition or operations of the Borrower, as the Lender may from time-to-time reasonably request.

*Section 5.02. Inspections; Discussion.* At any reasonable time and from time to time, during normal business hours and, so long as no Event of Default has occurred and is continuing, on at least five (5) Business Days’ notice, the Borrower shall permit the Lender or any of its agents or representatives to visit and inspect any of the properties of the Borrower respecting the operations of the Borrower, to examine the books of account of the Borrower respecting the operations of the Borrower (and to make copies thereof and extracts therefrom), and to discuss the affairs, finances and accounts of the Borrower respecting the operations of the Borrower with, and to be advised as to the same by, its officers, all at such reasonable times and intervals as the Lender may reasonably request; *provided, however*, that if required by the Borrower, the Lender shall, as a condition to being permitted by the Borrower to make or conduct any such visit, inspection,

examination or discussion, certify to the Borrower that the same is being made or conducted solely in order to assist the Lender in evaluating its Commitment. The Lender agrees that all information obtained by it as a result of any such visit, inspection, examination or discussion is confidential and shall not be made public or divulged to third parties, except with the prior written consent of the Borrower or as compelled by law.

*Section 5.03. Preservation of Pledge.* The Borrower will take any and all actions necessary or reasonably requested by the Lender to maintain the pledge of Net Revenues and the priority thereof set forth in this Agreement.

*Section 5.04. Taxes and Liabilities.* The Borrower will pay all its indebtedness and obligations promptly and in accordance with their terms and pay and discharge or cause to be paid and discharged promptly all taxes, assessments and governmental charges or levies imposed upon it or upon its income and profits, or upon any of its property, real, personal or mixed, or upon any part thereof, before the same shall become in default, except those indebtedness, obligations, taxes, assessments or governmental charges or levies which the Borrower shall in good faith contest by proper legal proceedings if the Borrower shall in all such cases have set aside on its books adequate (in the Borrower's sole discretion) reserves with respect thereto.

*Section 5.05. [Reserved].*

*Section 5.06. Compliance with Basic Documents; Operation and Maintenance of System.* (a) the Borrower shall perform and comply with covenant set forth in each of the Basic Documents (other than this Agreement) and any other agreements, instruments or documents evidencing System Debt. By the terms of this Agreement, the Lender is hereby made a third-party beneficiary of the covenants set forth in each of the Basic Documents (other than this Agreement), and each such covenant, together with the related definitions of terms contained therein, is incorporated by reference in this Section 5.06(a) with the same effect as if it were set forth herein in its entirety. To the extent that any such incorporated provision permits any Person to waive compliance with or consent to such provision or requires that a document, opinion, report or other instrument or any event or condition be acceptable or satisfactory to any Person, for purposes of this Agreement, such compliance shall be waived, or such provision shall be consented to, only if it is waived or consented to, as the case may be, by the Lender and such document, opinion, report or other instrument shall be acceptable or satisfactory to the Lender. The Borrower will not amend, supplement or otherwise modify (or permit any of the foregoing), or request or agree to any consent or waiver under, or effect or permit the cancellation, acceleration or termination of, or release or permit the release of any collateral held under any of the Basic Documents in any manner without the prior written consent of the Lender.

(b) the Borrower will enter into, perform and maintain such contractual relationships and PPAs as are necessary for the Borrower to provide Products and such other services and resources as are necessary for the operation of the System.

*Section 5.07. Disclosure to Participants.* The Borrower shall permit the Lender to disclose any information received by the Lender in connection herewith including, without limitation, the

financial information described in Section 5.01 hereof, to any participant or assignee as described in Section 9.05 hereof.

*Section 5.08. Further Assurances.* From time to time hereafter, the Borrower will execute and deliver such additional instruments, certificates or documents, and will take all such actions as the Lender may reasonably request, for the purposes of implementing or effectuating the provisions of the Basic Documents and this Agreement or for the purpose of more fully perfecting or renewing the rights of the Lender with respect to the rights, properties or assets subject to such documents (or with respect to any additions thereto or replacements or proceeds thereof or with respect to any other property or assets hereafter acquired by the Borrower which may be deemed to be a part thereof).

*Section 5.09. Existence, Etc.* The Borrower will maintain its existence and the existence of the System. The Borrower will preserve and keep in force and effect all licenses, permits, franchises and qualifications necessary to the proper conduct of its operations. Subject to Section 6.04, the Borrower will not amend any organizational document or any agreement directly or indirectly governing the operations or management of the Borrower in a manner that could reasonably be expected to result in a Material Adverse Effect.

*Section 5.10. No Different or More Restrictive Terms.* The Borrower shall not, directly or indirectly, enter into or otherwise consent to any Other Credit Agreement, which such Other Credit Agreement provides the counterparty thereto with additional or more restrictive events of default or greater rights and remedies than are provided to the Lender in this Agreement without the prior written consent of the Lender.

*Section 5.11. Debt Service Coverage Ratio.* The Debt Service Coverage Ratio shall be not less than 1.10 to 1.00 as of the last day of the fiscal quarter most recently ended, commencing with the last fiscal quarter ended [March 31, 2023]<sup>9</sup>; *provided, however*, in the event the Debt Service Coverage Ratio for any fiscal quarter is less than 1.10 to 1.00 but the Days Liquidity on Hand for such fiscal quarter equals or exceeds ninety (90) days, then the Borrower shall be deemed to be in compliance with this Section 5.11 for such period (the “*Liquidity Cure Right*”); *provided, further*, that in no event shall the Borrower be permitted to exercise Liquidity Cure Rights hereunder more than three (3) times during any four (4) consecutive fiscal quarter period.

The Borrower shall determine the Debt Service Coverage Ratio and the Days Liquidity on Hand at each fiscal quarter end and shall provide the Lender with written notice thereof together with supporting calculations in reasonable detail to the Lender as soon as practicable following the end of a fiscal quarter and in any event no later than sixty (60) days following the end of each fiscal quarter (each such notice, a “*Debt Service Coverage Ratio Notice*”).

*Section 5.12. Maintenance of Insurance.* The Borrower shall maintain, or cause to be maintained, at all times, insurance on and with respect to its properties with responsible and

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<sup>9</sup> **NTD:** To be the last day of the first fiscal quarter ending after the Effective Date.



reputable insurance companies; *provided, however*, that the Borrower may maintain self-insurance from a California public agency risk pool. Such insurance must include casualty, liability and workers' compensation and be in amounts and with deductibles and exclusions customary and reasonable for entities of similar size and with similar operations as the Borrower. The Borrower shall, upon request of the Lender, furnish evidence of such insurance to the Lender. The Borrower shall also procure and maintain at all times adequate fidelity insurance or bonds on all officers and employees handling or responsible for any Revenues or funds of the System, such insurance or bond to be in an aggregate amount at least equal to the maximum amount of such Revenues or funds at any one time in the custody of all such officers and employees or in the amount of one million Dollars (\$1,000,000), whichever is less.

*Section 5.13. Accuracy of Information.* The Borrower will ensure that any information, including financial statements or other documents, furnished to the Lender in connection with this Agreement or any other Basic Document or any amendment or modification hereof or thereof or waiver hereunder or thereunder contains no material misstatement of fact or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, and the furnishing of such information shall be deemed to be a representation and warranty by the Borrower on the date thereof as to the matters specified in this Section 5.13; *provided that*, with respect to the Projections, the Borrower will cause the Projections to be prepared in good faith based upon assumptions believed to be reasonable at the time.

*Section 5.14. Lockbox Security Documents and PPAs.* The Borrower shall perform and comply with all its agreements and covenants set forth in the Lockbox Security Documents and the PPAs. The Borrower will not amend, supplement or otherwise modify (or permit any of the foregoing) any Lockbox Security Document in any manner that could reasonably be expected to have a materially adverse effect on the interests of the Lender without the prior written consent of the Lender, and the Borrower shall take, or cause to be taken, all such actions as may be reasonably requested by the Lender to strictly enforce the obligations of the other parties to any of the Lockbox Security Documents, as well as each of the covenants set forth therein. The Borrower shall give prior written notice to the Lender of any proposed action referred to in this Section 5.14.

## **ARTICLE VI**

### **NEGATIVE COVENANTS OF THE BORROWER**

The Borrower agrees that, so long as the Commitment is outstanding hereunder or any amount payable hereunder remains unpaid, it will not:

*Section 6.01. Compliance with Laws, Etc.* Violate any Laws, rules, regulations, or governmental orders to which it is subject, which violation involves a reasonable likelihood of having a Material Adverse Effect.

*Section 6.02. System Debt.* (a) Issue, incur or assume to exist any Debt other than (i) the System Debt created under this Agreement, (ii) the Parity Debt described in clause (b) below and (ii) the Subordinate Debt described in clause (c) below;

(b) Issue, incur or assume to exist any Parity Debt except for (i) the Obligations, and (ii) other Parity Debt issued or incurred with the Borrower's concurrent delivery to the Lender of a written certificate, appropriately completed and signed by an Authorized Officer, in form and substance satisfactory to the Lender, and including the following:

(1) certifying that (A) no Potential Event of Default or Event of Default has occurred and is continuing immediately before and after the issuance or incurrence of such Parity Debt and (B) such Parity Debt does not exceed at any time any limitation set forth in (I) any provision of law, including the Community Energy Aggregation Act or any order, rule or regulation of any court or Governmental Authority or (II) any other ordinance, resolution, agreement or instrument to which the Borrower is a party or by which the Borrower or any of its property is bound, and

(2) (A) setting forth estimated Net Revenues (in reasonable detail and with reasonable assumptions) for the period during which such other Parity Debt will be outstanding, (B) setting forth projected Annual Debt Service (in reasonable detail and with reasonable assumptions) for the next twelve-month period and (C) demonstrating that Projected Net Revenues for the period during which such other Parity Debt will be outstanding is at least equal to 1.30 times the projected Annual Debt Service for such period; and

(c) Issue, incur or assume to exist any Subordinate Debt, except for any Subordinate Debt issued or incurred with the Borrower's concurrent delivery to the Lender of evidence reasonably satisfactory to the Lender that such Subordinate Debt has been subordinated to the Obligations on terms satisfactory to the Lender and a written certificate of the Borrower, appropriately completed and signed by an Authorized Officer, in form and substance satisfactory to the Lender, and certifying that (I) no Potential Event of Default or Event of Default has occurred and is continuing immediately before and after the issuance or incurrence of such Subordinate Debt, (II) such Subordinate Debt does not exceed at any time any limitation set forth in (x) any provision of law, including the Joint Powers Act or any order, rule or regulation of any court or Governmental Authority or (y) any other ordinance, resolution, agreement or instrument to which the Borrower is a party or by which the Borrower or any of its property is bound and (III) such Subordinate Debt shall be subordinated to the Obligations on terms satisfactory to the Lender.

*Section 6.03. Swap Contracts.* Not enter into any Swap Contract without prior approval from the Lender, except (a) Swap Contracts entered into to hedge or mitigate risks to which the Borrower has actual exposure, and (b) Swap Contracts entered into in order to effectively cap, collar or exchange interest rates (from floating to fixed rates, from one floating rate to another floating rate or otherwise) with respect to any interest-bearing liability or investment of the Borrower, and, in each case, the payments under which are not secured by any Lien on any portion of the Net Revenues securing any termination payment pursuant to any Swap Contract to be *pari passu* or senior to the Lien on the Net Revenues securing the payment of Obligations hereunder or

under the Fee Agreement, *provided, however*, that it is understood that PPAs are regularly entered into to hedge against pricing and supply risks in connection with energy requirements and Regulatory Compliance Products may participate in the Lockbox Security Documents.

*Section 6.04. Amendments.* Except as expressly consented to in writing by the Lender, (i) agree to the amendment of any document such that the security for or payments hereunder are materially impaired or reduced or the security for or priority of the Obligations is materially adversely affected; or agree to any amendment of any document which will materially adversely affect the Borrower's ability to pay any of the Obligations hereunder or the security for the Obligations hereunder or the rights or obligations of the Lender in respect thereof; or (ii) amend, modify or supplement in any manner whatsoever the Resolution, the Basic Documents, the Joint Powers Agreement, the PPAs, or the Lockbox Security Documents, which could reasonably be expected to result in a Material Adverse Effect.

*Section 6.05. Waiver of Immunity.* Assert or claim the defense of immunity (whether sovereign, governmental or otherwise) in connection with any legal proceedings to enforce or collect upon the obligations of the Borrower under this Agreement or the transactions contemplated hereby or thereby, including, without limitation, the payment of the Obligations; *provided, however*, that the procedural requirements applicable to commencing an action and exercising remedies against the Borrower differ from those provisions and requirements applicable to individuals and non-governmental entities.

*Section 6.06. Offering Documents.* Refer to the Lender in any offering document or make any changes in reference to the Lender in any offering document without the Lender's prior written consent thereto.

*Section 6.07. Liens on Net Revenues.* Create, suffer to exist or permit any Lien on the Net Revenues other than Liens (i) created by this Agreement or (ii) permitted by any other agreement evidencing System Debt issued or incurred in accordance with the terms of this Agreement.

*Section 6.08. Use of Proceeds.* (a) Use the proceeds of any Loan for any purposes other than the purposes set forth in Section 2.01. Use the Letters of Credit for any purpose other than the uses set forth in Section 2.03(a). Use any portion of the proceeds of a Loan for the purpose of carrying or purchasing any margin stock (within the meaning of Regulation U of the Board of Governors of the Federal Reserve System) nor incur any Debt which is to be reduced, retired or purchased by the Borrower out of such proceeds. For the avoidance of doubt, proceeds of Loans may not be used for long-term capital expenditures other than long term purchases of Products pursuant to PPAs.

(b) Request any Borrowing or Letter of Credit, or use, or permit its directors, officers, employees and agents to use, the proceeds of any Borrowing or Letter of Credit (i) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti-Terrorism Laws, (ii) for the purpose of funding, financing or facilitating any activities, business or transaction of or with any Sanctioned Person, or in any Sanctioned Country, except to the extent permitted for a Person

required to comply with Sanctions, or (iii) in any manner that would result in the violation of any Sanctions applicable to any party hereto.

*Section 6.09. Available Net Revenues.* Use Net Revenues for any purpose other than: (i) payment of Operation and Maintenance Expenses; (ii) payment of Obligations; (iii) payment of debt service on, and fees associated with, other Parity Debt permitted hereunder; (iv) payment of debt service on, and fees associated with, Subordinate Debt permitted hereunder so long as no Event of Default has occurred and is continuing or would result therefrom; (v) capital expenditures in connection with assets that will become part of the System; [(vii) rebates to System customers]<sup>10</sup>; and (viii) any other lawful purpose that inures to the direct benefit of the System.

*Section 6.10. Preservation of Corporate Existence, Etc.* Take any action to terminate its existence as a public agency under the Joint Powers Act or its rights and privileges as such entity within the State. The Borrower shall not permit the termination of the Joint Powers Agreement or the cessation of Borrower's CCA Program (as defined in the Joint Powers Agreement).

## **ARTICLE VII**

### **EVENTS OF DEFAULT AND REMEDIES**

*Section 7.01. Events of Default.* The occurrence of any of the following events shall be an "Event of Default" hereunder, unless waived in writing by Lender:

(a) the Borrower shall (i) fail to pay the principal of, or interest on, any Loan or any Reimbursement Obligation or deposit any funds as cash collateral in respect of LC Exposure when the same shall become due and payable in accordance with its terms or (ii) fail to pay any other amount due and owing hereunder or under the Fee Agreement within three (3) Business Days of when due;

(b) any representation, warranty, certification or statement made by the Borrower in this Agreement or in any other Basic Document or in any certificate, financial statement or other document delivered pursuant to this Agreement or any other Basic Document shall (in any such case) have been incorrect or untrue in any materially adverse respect when made or deemed to have been made;

(c) the Borrower shall default in the due performance or observance of any term, covenant or agreement contained in Sections 5.01(a), 5.01(b), 5.01(c), 5.01(d), 5.01(e), 5.01(g)(i), 5.01(j), 5.03, 5.06, 5.11, 5.12 or Article VI hereof;

(d) the Borrower shall default in the due performance or observance of any term, covenant or agreement contained herein other than those set forth in clause (a) or (c) of this Section 7.01 and such default, if capable of being remedied, shall remain

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<sup>10</sup> **NTD:** Borrower's counsel to please confirm whether applicable.

unremedied for thirty (30) days after the earlier of (i) written notice thereof shall have been given to the Borrower by the Lender or (ii) the date on which the [Director] of the or the [Director of Finance]<sup>11</sup> of the Borrower, or, in each case, any other Person acting in such capacity or as deputy thereto, first becomes aware of such default;

(e) any material provision of this Agreement, the Joint Powers Agreement or any other Basic Document at any time for any reason ceases to be valid and binding on the Borrower as a result of any legislative or administrative action by a Governmental Authority with competent jurisdiction or is declared in a final non-appealable judgment by any court with competent jurisdiction to be null and void, invalid or unenforceable, or the validity or enforceability thereof is publicly contested by the Borrower, or the Borrower publicly contests the validity or enforceability of any obligation to pay System Debt, or the Borrower repudiates or otherwise denies in writing that it has any further liability or obligation under or with respect to any provision of this Agreement, the Joint Powers Agreement any other Basic Document or any operative document related to System Debt;

(f) (i) the Borrower shall admit in writing its inability to pay its debts generally as they become due, or shall become insolvent within the meaning of Section 101(32) of the United States Bankruptcy Code; or (ii) either the Borrower or a governmental authority of competent jurisdiction shall declare a moratorium on the payment of the Borrower's Debts or apply for, consent to or acquiesce in the appointment of a trustee, custodian, liquidator or receiver for the Borrower or any substantial part of its property, or shall take any action to authorize or effect any of the foregoing; or (iii) in the absence of any such application, consent or acquiescence, a trustee, custodian, liquidator or receiver shall be appointed for the Borrower or for a substantial part of its property or revenues and shall not be discharged within a period of sixty (60) days; or (iv) any governmental authority having jurisdiction over the Borrower shall make a finding or ruling or shall enact or adopt legislation or issue an executive order or enter a judgment or decree which results in a debt moratorium, debt restructuring, or comparable extraordinary restriction on repayment when due and payable of the principal of or interest on the debts of the Borrower; or (v) any bankruptcy, reorganization, debt arrangement or other proceeding under any bankruptcy or insolvency law or any dissolution or liquidation proceeding shall be instituted by or against the Borrower (or any action shall be taken to authorize or effect the institution by it of any of the foregoing) and if instituted against it, shall be consented to or acquiesced in by it, or shall not be dismissed within a period of sixty (60) days or an order for relief shall be granted;

(g) the Borrower shall default in the due performance or observance of any material term, covenant or agreement contained in any other Basic Document and the same shall not have been cured within any applicable cure period;

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<sup>11</sup> **NTD:** Borrower's counsel to please confirm titles.

(h) the Borrower (i) defaults on the payment of the principal of or interest on any System Debt beyond the period of grace, if any, provided in the instrument or agreement under which such System Debt was created or incurred or (ii) defaults in the observance or performance of any agreement or condition relating to any System Debt, or contained in any instrument or agreement evidencing, securing or relating thereto, or any other default, event of default or similar event occurs or condition exists, the effect of which default, event of default or similar event or condition is to permit (determined without regard to whether any notice is required) any such System Debt to become immediately due and payable in full as the result of the acceleration, mandatory redemption or mandatory tender of such System Debt;

(i) one or more final, non-appealable judgments or orders for the payment of money in an aggregate amount in excess of \$2,000,000 shall be rendered or filed against the Borrower and such judgment or order shall continue unsatisfied and unstayed for a period of sixty (60) days;

(j) [reserved];

(k) any “event of default” under (and as defined in) any Other Credit Agreement shall occur and be continuing under such Other Credit Agreement;

(l) a debt moratorium, debt restructuring, debt adjustment or comparable restriction is imposed on the repayment when due and payable of the principal of or interest on any System Debt by any Governmental Authority of competent jurisdiction; or

(m) dissolution or termination of the existence of the Borrower.

*Section 7.02. Consequences of an Event of Default.* If an Event of Default specified in Section 7.01 hereof shall occur and be continuing, the Lender may take one or more of the following actions at any time and from time to time (regardless of whether the actions are taken at the same or different times):

(a) declare the Commitment and the obligation of the Lender to make Credit Extensions to be terminated, whereupon such Commitment and obligation shall be terminated;

(b) by written notice to the Borrower, declare the outstanding amount of the Obligations and all other obligations of the Borrower under this Agreement to be immediately due and payable without presentment, demand, protest or further notice of any kind, all of which are hereby expressly waived, and an action therefor shall immediately accrue;

(c) require that the Borrower provide cash collateral in an amount equal to the Minimum Collateral Amount as required in Section 2.15(a);

(d) at the expense of the Borrower, cure any Event of Default or event of nonperformance hereunder or under any other Basic Document; *provided, however*, that the Lender shall have no obligation to effect such a cure;

(e) by written notice to the Borrower, impose the Default Rate with respect to the Obligations (which imposition may be retroactive to the date on which such Event of Default first occurred); and

(f) exercise, or cause to be exercised, any and all remedies as it may have under the Basic Documents and as otherwise available at Law and at equity.

If an Event of Default described in Section 7.01(f) occurs with respect to the Borrower, the Commitment shall automatically terminate and the principal of the Loans then outstanding, together with accrued interest thereon and all fees and other obligations of the Borrower accrued hereunder and under any other Basic Documents including any break funding payment or prepayment premium, shall automatically become due and payable, and the obligation of the Borrower to cash collateralize the LC Exposure as provided in clause **Error! Reference source not found.** above shall automatically become effective, in each case, without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrower.

*Section 7.03. Solely for the Benefit of Lender.* The rights and remedies of the Lender specified herein are for the sole and exclusive benefit, use and protection of the Lender, and the Lender is entitled, but shall have no duty or obligation to the Borrower or any other Person or otherwise, to exercise or to refrain from exercising any right or remedy reserved to the Lender hereunder or under any of the other Basic Documents.

*Section 7.04. Discontinuance of Proceedings.* In case the Lender shall proceed to invoke any right, remedy or recourse permitted hereunder or under the other Basic Documents and shall thereafter elect to discontinue or abandon the same for any reason, the Lender shall have the unqualified right so to do and, in such event, the Borrower and the Lender shall be restored to their former positions with respect to the Obligations, the Basic Documents and otherwise, and the rights, remedies, recourse and powers of the Lender hereunder shall continue as if the same had never been invoked.

## ARTICLE VIII

### CHANGE IN CIRCUMSTANCES

#### *Section 8.01. Increased Costs.*

(a) *Increased Costs Generally.* If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, special deposit, compulsory loan, insurance charge or similar requirement (including any compulsory loan requirement, insurance charge or other assessment) against assets of, deposits with or for

the account of, or credit extended or participated in by, the Lender (except any such reserve requirement reflected in the Adjusted Term SOFR Rate);

(ii) subject the Lender to any Taxes (other than (A) Indemnified Taxes, (B) Excluded Taxes and (C) Connection Income Taxes) on its loans, loan principal, letters of credit, commitments, or other obligations, or its deposits, reserves, other liabilities or capital attributable thereto; or

(iii) impose on the Lender any other condition, cost or expense (other than Taxes) affecting this Agreement or any Loans made by the Lender or any Letter of Credit;

and the result of any of the foregoing shall be to increase the cost to the Lender with respect to this Agreement, any Loan, or the making, maintenance or funding of any Loan, or to increase the cost to the Lender of issuing or maintaining any Letter of Credit (or of maintaining its obligation to issue any Letter of Credit), or to reduce the amount of any sum received or receivable by the Lender hereunder (whether of principal, interest or any other amount) then, upon request of the Lender, the Borrower will pay to the Lender such additional amount or amounts as will compensate the Lender for such additional costs incurred or reduction suffered.

(b) *Capital Requirements.* If the Lender determines that any Change in Law affecting the Lender or the Lender's holding company, if any, regarding capital or liquidity requirements has or would have the effect of reducing the rate of return on the Lender's capital or liquidity or on the capital or liquidity of the Lender's holding company, if any, as a consequence of this Agreement, the Commitment, the Letters of Credit issued by the Lender, or the Loans made by the Lender to a level below that which the Lender or the Lender's holding company, if any, could have achieved but for such Change in Law (taking into consideration the Lender's policies and the policies of the Lender's holding company, if any, with respect to capital adequacy), then from time to time the Borrower will pay to the Lender such additional amount or amounts as will compensate the Lender or the Lender's holding company, if any, for any such reduction suffered.

(c) *Certificates for Reimbursement.* Promptly upon obtaining knowledge of the expected occurrence of any event specified in subsections (a) or (b) of this Section 8.01, the Lender shall use commercially reasonable efforts to deliver to the Borrower a certificate describing the expected occurrence of any such event specified in subsection (a) or (b) of this Section, 8.01 and the anticipated date upon which the Lender would make such demand upon the Borrower. Thereafter, a certificate of the Lender setting forth the amount or amounts necessary to compensate the Lender or its holding company, as the case may be, as specified in subsections (a) or (b) of this Section 8.01 shall be delivered to the Borrower and shall be conclusive absent manifest error. The Borrower shall pay the Lender the amount shown as due on any such certificate within thirty (30) days after receipt thereof unless otherwise stated therein and unless all obligations due and owing under this Agreement are paid in full prior to the date on which any increased cost related to any event referred to in paragraphs (a) or (b) of this Section 8.01 are imposed upon the Lender or Participant; *provided* that subject to the following proviso, any increased costs in excess of the product of twenty basis points (0.20%) and the Commitment shall be paid by the Borrower to the Lender within ninety (90) days of the date the Lender makes demand therefor on the Borrower; *provided further* that to the extent a particular amount of increased costs in excess of the product



of twenty basis points (0.20%) and the Commitment is expected to be an ongoing obligation of the Borrower (a “*Recurring Increased Cost*”), as determined by the Lender in a written notice from the Lender to the Borrower, then after the first payment of such Recurring Increased Costs pursuant to the immediately preceding provision, subsequent payments of such Recurring Increased Costs shall be due and payable within thirty (30) days of the date the Lender makes demand therefor.

(d) *Delay in Requests.* Failure or delay on the part of the Lender to demand compensation pursuant to the foregoing provisions of this Section shall not constitute a waiver of the Lender’s right to demand such compensation; *provided* that the Borrower shall not be required to compensate the Lender pursuant to the foregoing provisions of this Section for any increased costs incurred or reductions suffered more than ninety (90) days prior to the date that the Lender first notifies the Borrower of the Change in Law giving rise to such increased costs or reductions and of the Lender’s intention to claim compensation therefor (except that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the ninety (90) day period referred to above shall be extended to include the period of retroactive effect thereof).

#### *Section 8.02. Net of Taxes, Etc.*

(a) *Taxes.* Any and all payments to the Lender by the Borrower under any Basic Document shall be made free and clear of and without deduction for any Taxes, except as required by applicable law. If any applicable law (as determined in the good faith discretion of the Borrower) requires the deduction or withholding of any Tax from any such payment by the Borrower, then the Borrower shall be entitled to make such deduction or withholding and shall timely pay the full amount deducted or withheld to the relevant Governmental Authority in accordance with applicable law and, if such Tax is an Indemnified Tax, then the sum payable by the Borrower shall be increased as necessary so that after such deduction or withholding has been made (including such deductions and withholdings applicable to additional sums payable under this Section 8.02) the Lender receives an amount equal to the sum it would have received had no such deduction or withholding been made. The foregoing obligation of the Borrower shall not apply to any payment to a Participant that is a non-U.S. person that would be subject to withholding under FATCA.

(b) *Indemnity.* To the extent permitted by law, the Borrower shall indemnify the Lender for the full amount of any Indemnified Taxes, whether or not such Indemnified Taxes were correctly or legally asserted; *provided* that the Borrower shall not be obligated to indemnify the Lender for any penalties, interest or expenses relating to Indemnified Taxes not asserted and incorrectly paid by the Lender or arising from the Lender’s gross negligence or willful misconduct. The Lender agrees to give notice to the Borrower of the assertion of any claim against the Lender relating to such Indemnified Taxes as promptly as is practicable after being notified of such assertion; *provided* that the Lender’s failure to notify the Borrower promptly of such assertion shall not relieve the Borrower of its obligation under this Section 8.02. Payments by the Borrower pursuant to this indemnification shall be made within thirty (30) days from the date the Lender makes written demand therefor, which demand shall be accompanied by a certificate describing in reasonable detail the basis thereof. The Lender agrees to repay to the Borrower any refund (including that portion of any interest that was included as part of such refund and including any credit or deduction for such Indemnified Taxes against any other taxes payable by the Lender to

any taxing jurisdiction in the United States) with respect to Indemnified Taxes paid by the Borrower pursuant to this Section 8.02 received by the Lender for Indemnified Taxes that were paid by the Borrower pursuant to this Section 8.02 promptly upon receipt of such refund. The Lender also agrees to contest, with the cooperation and at the expense of the Borrower, any such Indemnified Taxes which the Borrower reasonably believes not to have been properly assessed. This paragraph shall not be construed to require the Lender to make available its Tax returns (or any other information relating to its Taxes that it deems confidential) to the Borrower or any other Person.

(c) *Payment of Other Taxes by the Borrower.* The Borrower shall timely pay to the relevant Governmental Authority in accordance with applicable law, or at the option of the Lender timely reimburse it for the payment of, any Other Taxes.

(d) *Notice.* As soon as practicable after the date of any payment of Taxes by the Borrower, the Borrower shall furnish to the Lender, the original or a certified copy of a receipt evidencing payment thereof.

(e) *Survival of Obligations.* The obligations of the Borrower and the Lender under this Section 8.02 shall survive any assignment of rights by the Lender, the termination of the Commitment and the repayment, satisfaction or discharge of all obligations under any Basic Document.

*Section 8.03. Break Funding Payments.* (a) With respect to Loans that are not RFR Loans, in the event of (i) the payment of any principal of any Term Benchmark Loan other than on the last day of an Interest Period applicable thereto (including as a result of an Event of Default or an optional or mandatory prepayment of Loans), (ii) the conversion of any Term Benchmark Loan other than on the last day of the Interest Period applicable thereto or (iii) the failure to borrow, convert, continue or prepay any Term Benchmark Loan on the date specified in any notice delivered pursuant hereto (regardless of whether such notice may be revoked under Section 2.04(a) and is revoked in accordance therewith), then, in any such event, the Borrower shall compensate each Lender for the loss, cost and expense attributable to such event. A certificate of the Lender setting forth any amount or amounts that the Lender is entitled to receive pursuant to this Section shall be delivered to the Borrower and shall be conclusive absent manifest error. The Borrower shall pay the Lender the amount shown as due on any such certificate within ten (10) days after receipt thereof.

(b) With respect to RFR Loans, in the event of (i) the payment of any principal of any RFR Loan other than on the Interest Payment Date applicable thereto (including as a result of an Event of Default or an optional or mandatory prepayment of Loans) or (ii) the failure to borrow or prepay any RFR Loan on the date specified in any notice delivered pursuant hereto (regardless of whether such notice may be revoked under Section 2.04(a) and is revoked in accordance therewith), then, in any such event, the Borrower shall compensate the Lender for the loss, cost and expense attributable to such event. A certificate of the Lender setting forth any amount or amounts that the Lender is entitled to receive pursuant to this Section 8.03(b) shall be delivered to the Borrower and shall be conclusive absent manifest error. The Borrower shall pay the Lender the amount shown as due on any such certificate within ten (10) days after receipt thereof.

*Section 8.04. Survival.* All of the Borrower's obligations under this Article VIII shall survive termination of the Commitment and repayment of all other obligations of the Borrower hereunder.

## ARTICLE IX

### MISCELLANEOUS

*Section 9.01. Notices.* Except as otherwise specifically provided herein, all notices, requests and other communications hereunder shall be in electronic, telephonic or written form (including bank wire, telegram, telecopier or similar writing) and shall be given to the party to whom addressed, at its address or telephone or telecopier number set forth below, or such other address or telephone or telecopier number as such party may hereafter specify for the purpose by notice to the other parties. Each such notice, request or communication shall be effective (a) if given by telephone, when given to the number indicated below to a person which the transmitting party reasonably believes to be an authorized representative of the party to whom the notice is directed (which, in the case of the Borrower, shall be any Authorized Officer), (b) if given by telecopy or other electronic means, when such communication is transmitted to the appropriate address and the appropriate answerback is received, (c) if given by mail, five (5) days after such communication is deposited in the United States mail with first class postage prepaid, addressed as aforesaid or (d) if given by any other means, when delivered at the appropriate address; *provided* that notices to the Lender under Article II shall not be effective until received:

If to the Borrower, to:<sup>12</sup>

San Diego Community Power  
815 E Street, Unit 12716  
San Diego, CA 92112  
Attention: Eric W. Washington  
E-mail: EWashington@sdcommunitypower.org

If to the Lender for Loans:

JPMorgan Chase Bank, N.A.  
383 Madison Avenue, 3rd Floor  
New York, New York 10179  
Mail Code: NY1-M076  
Attention: Allyson Goetschius or Janice Fong  
Telephone: (212) 270-0335 or (212) 270-3762  
Facsimile: (917) 849-0272  
Email: Allyson.l.goetschius@jpmorgan.com or  
Janice.r.fong@jpmorgan.com

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<sup>12</sup> **NTD:** Borrower's counsel to please confirm/modify, as applicable.

and

Attention: PFG Servicing  
Telephone: (302) 634-4092  
Email: PFG\_Servicing@jpmorgan.com

with a copy to:

JPMorgan Loan Services  
JPM-Delaware Loan Operations  
500 Stanton Christiana Road, NCC5, Floor 01  
Newark, Delaware 19713  
Attention: PFG Servicing  
Telephone: (302) 634-4092  
Email: PFG\_Servicing@jpmorgan.com

All notices given by telephone, telecopier or other electronic means shall be confirmed by written notice mailed as promptly as practicable thereafter.

*Section 9.02. No Waivers.* No failure or delay by the Lender in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

*Section 9.03. Expenses; Indemnification.* (a) The Borrower shall pay (i) the reasonable fees of counsel for the Lender, as set forth in the Fee Agreement, in connection with the initial negotiation, preparation and execution of this Agreement and the other Basic Documents, (ii) the reasonable fees of counsel for the Lender in connection with any waiver or consent hereunder or any amendment hereof or any Potential Event of Default, alleged Potential Event of Default or Event of Default hereunder and (iii) if an Event of Default occurs, all out-of-pocket expenses incurred by the Lender, including the reasonable fees and disbursements of counsel, in connection with such Event of Default and collection, bankruptcy, insolvency and other enforcement proceedings resulting therefrom.

(b) the Borrower hereby agrees to indemnify the Lender and hold the Lender harmless from and against any and all liabilities, losses, damages, costs and expenses of any kind, including, without limitation, the reasonable fees and disbursements of counsel, which may be incurred by the Lender in connection with any investigative, administrative or judicial proceeding relating to or arising out of this Agreement or any other Basic Document or any actual or proposed use of proceeds of Loans hereunder (collectively "*Indemnified Costs*"); *provided* that the Borrower is not required to indemnify the Lender to the extent, but only to the extent, any such claim, damage, loss, liability, cost or expense is caused by the Lender's willful misconduct or gross negligence as determined by a final order of a court of competent jurisdiction.

*Section 9.04. Amendments and Waivers.* Any provision of this Agreement or Note may be amended or waived if, but only if, such amendment or waiver is in writing and is signed by the Borrower and the Lender.

*Section 9.05. Successors and Assigns; Participations.* (a) *Successors and Assigns.* This Agreement is binding on the Borrower's and the Lender's successors and assignees. The Borrower agrees that it may not assign this Agreement without the Lender's prior consent. The Lender may transfer or assign some or all of its rights and obligations under this Agreement and the Fee Agreement with, so long as no Event of Default has occurred and is continuing, the prior written consent of the Borrower (which consent may not be withheld unreasonably); *provided* that the Lender shall be responsible for all costs solely relating to such transfer or assignment. This Agreement is made solely for the benefit of the Borrower and the Lender, and no other Person (including, without limitation, any PPA Counterparty) will have any right, benefit or interest under or because of the existence of this Agreement.

(b) *Transferees.* The Borrower authorizes the Lender to disclose to any participant or assignee (each, a "*Transferee*") and any prospective Transferee such financial and other information in the Lender's possession concerning the Borrower which has been delivered to the Lender pursuant to this Agreement or which has been delivered to the Lender by the Borrower in connection with the Lender's credit evaluation of the Borrower prior to entering into this Agreement.

(c) *Assignment to Federal Reserve.* The Lender may assign and pledge all or any portion of the obligations owing to it hereunder to any Federal Reserve Bank or the United States Treasury as collateral security pursuant to Regulation A of the Board of Governors of the Federal Reserve System and any Operating Circular issued by such Federal Reserve Bank, *provided* that any payment in respect of such assigned obligations made by the Borrower to the Lender in accordance with the terms of this Agreement will satisfy the Borrower's obligations hereunder in respect of such assigned obligation to the extent of such payment. No such assignment will release the Lender from its obligations hereunder.

(d) *Participations.* Notwithstanding the foregoing, the Lender will be permitted to grant to one or more financial institutions (each a "*Participant*") a participation or participations in all or any part of the Lender's rights and benefits and obligations under this Agreement, the Fee Agreement, the Loans and the Letters of Credit on a participating basis but not as a party to this Agreement (a "*Participation*") without the consent of the Borrower. In the event of any such grant by the Lender of a Participation to a Participant, the Lender shall remain responsible for the performance of its obligations hereunder and under the Letters of Credit, and the Borrower shall continue to deal solely and directly with the Lender in connection with the Lender's rights and obligations under this Agreement, under the Fee Agreement and under the Letters of Credit. The Borrower agrees that each Participant will, to the extent of its Participation, be entitled to the benefits of this Agreement as if such Participant were Lender; *provided* that no Participant will have the right to declare, or to take actions in response to, an Event of Default under Section 7.01 hereof; and *provided, further*, that the Borrower's liability to any Participant (including, without limitation, amounts payable pursuant to Article II hereof) will not in any event exceed that liability which the Borrower would owe to Lender but for such participation.

*Section 9.06. Registers.* (a) The Lender, acting solely for this purpose as an agent of the Borrower, shall maintain a copy of each assignment and assumption delivered to it and a register for the recordation of the names and addresses of the applicable Person, and the commitments of, and principal amounts (and stated interest) of the Loans owing to, each applicable Person pursuant to the terms hereof from time to time (the “*Register*”). The entries in the Register shall be conclusive absent manifest error, and the Borrower and the Lender shall treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement. The Register shall be available for inspection by the Borrower and the Lender, at any reasonable time and from time to time upon reasonable prior notice.

(b) If the Lender shall sell a participation, it shall, acting solely for this purpose as a non-fiduciary agent of the Borrower, maintain a register on which it enters the name and address of each Participant and the principal amounts (and stated interest) of each Participant’s interest in the Loans or other obligations under the Basic Documents (the “*Participant Register*”); *provided* that the Lender shall have no obligation to disclose all or any portion of the Participant Register (including the identity of any Participant or any information relating to a Participant’s interest in any commitments, loans, letters of credit or its other obligations under any Basic Document) to any Person except to the extent that such disclosure is necessary to establish that such commitment, loan, letter of credit or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive absent manifest error, and the Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary. For the avoidance of doubt, JPMorgan Chase Bank, N.A. shall have no responsibility for maintaining a Participant Register other than in its capacity as the Lender.

*Section 9.07. Counterparts; Integration.* This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement constitutes the entire agreement and understanding between the parties hereto and, except with respect to the other documents and agreements referred to herein, supersedes any and all prior agreements and understandings, oral or written, relating to the subject matter hereof.

*Section 9.08. Governing Law.* This Agreement shall be deemed to be a contract under, and for all purposes shall be governed by, and construed and enforced in accordance with, the laws of the State of California without giving effect to conflicts of laws provisions; *provided* that the obligations of the Lender hereunder shall be governed by the laws of the State of New York without giving effect to conflicts of laws provisions.

*Section 9.09. Jurisdiction; Venue; Waiver of Jury Trial.* (a) Each of the parties hereto hereby submits to the nonexclusive jurisdiction of any federal or state court of competent jurisdiction in the State and sitting in the County of Santa Clara for the purpose of any suit, action or other proceeding arising out of or relating to this Agreement or any other Basic Document; service of process may be accomplished by registered mail, return receipt requested to each of the parties at the address listed for notice in Section 9.01 hereof.

(b) With respect to any suit, action or proceeding relating to this Agreement, to the fullest extent permitted by applicable law, each party to this Agreement waives any right it may have to trial by jury. IF AND TO THE EXTENT THAT THE FOREGOING WAIVER OF THE RIGHT TO A JURY TRIAL IS UNENFORCEABLE FOR ANY REASON IN SUCH FORUM, EACH OF THE PARTIES HERETO HEREBY CONSENTS TO THE ADJUDICATION OF ALL CLAIMS PURSUANT TO JUDICIAL REFERENCE AS PROVIDED IN CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 638, AND THE JUDICIAL REFEREE SHALL BE EMPOWERED TO HEAR AND DETERMINE ALL ISSUES IN SUCH REFERENCE, WHETHER FACT OR LAW. EACH OF THE PARTIES HERETO REPRESENTS THAT EACH HAS REVIEWED THIS WAIVER AND CONSENT AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS AND CONSENTS TO JUDICIAL REFERENCE FOLLOWING CONSULTATION WITH LEGAL COUNSEL ON SUCH MATTERS. IN THE EVENT OF LITIGATION, A COPY OF THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT OR TO JUDICIAL REFERENCE UNDER CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 638 AS PROVIDED HEREIN.

*Section 9.10. Payments Set Aside.* To the extent that any payment by or on behalf of the Borrower is made to the Lender, or the Lender exercises its right of setoff, and such payment or the proceeds of such setoff or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside or required (including pursuant to any settlement entered into by the Lender in its discretion) to be repaid to a trustee, receiver or any other party, in connection with any proceeding, bankruptcy or insolvency or otherwise, then to the extent of such recovery, the obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made or such setoff had not occurred.

*Section 9.11. Survival of Representations and Warranties.* All representations and warranties made hereunder and in any other Basic Document or other document delivered pursuant hereto or thereto or in connection herewith or therewith shall survive the execution and delivery hereof and thereof. Such representations and warranties have been or will be relied upon by the Lender, regardless of any investigation made by the Lender or on its behalf and notwithstanding that the Lender may have had notice or knowledge of any Potential Event of Default at the time of any Credit Extension, and shall continue in full force until the Maturity Date.

*Section 9.12. Severability.* If any provision of this Agreement or the other Basic Documents is held to be illegal, invalid or unenforceable, (a) the legality, validity and enforceability of the remaining provisions of this Agreement and the other Basic Documents shall not be affected or impaired thereby and (b) the parties shall endeavor in good faith negotiations to replace the illegal, invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the illegal, invalid or unenforceable provisions. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

*Section 9.13. No Advisory or Fiduciary Relationship.* In connection with all aspects of each transaction contemplated hereby (including in connection with any amendment, waiver or other modification hereof, the Note), the Borrower acknowledges and agrees, and acknowledges its Affiliates' understanding, that: (a) (i) the transactions described in this Agreement between the Lender and the Borrower are arm's-length commercial transactions between the Borrower, on the one hand, and the Lender, on the other hand, and (ii) the Borrower has consulted its own legal,

accounting, regulatory and tax advisors to the extent it has deemed appropriate; (b) (i) the Lender and its Affiliates each is and has been acting solely as a principal (*i.e.*, as a lender and not as a purchaser of securities within the meaning of the Securities Act of 1933 or the Securities and Exchange Act of 1934) and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor (municipal, financial or otherwise), agent or fiduciary for the Borrower or any other Person and (ii) neither the Lender nor any of its Affiliates has any obligation to the Borrower with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the Note; and (c) the Lender and its Affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Borrower, and neither the Lender nor any of its Affiliates has any obligation to disclose any of such interests to the Borrower. To the fullest extent permitted by law, the Borrower, hereby waives and releases any claims that it may have against the Lender or any of its Affiliates with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transactions contemplated hereby.

*Section 9.14. Electronic Execution of Certain Documents.* Delivery of an executed counterpart of a signature page of (x) this Agreement, (y) any other Basic Document and/or (z) any document, amendment, approval, consent, information, notice (including, for the avoidance of doubt, any notice delivered pursuant to **Error! Reference source not found.**), certificate, request, statement, disclosure or authorization related to this Agreement, any other Basic Document and/or the transactions contemplated hereby and/or thereby (each an “*Ancillary Document*”) that is an Electronic Signature transmitted by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page shall be effective as delivery of a manually executed counterpart of this Agreement, such other Basic Document or such Ancillary Document, as applicable. The words “execution,” “signed,” “signature,” “delivery,” and words of like import in or relating to this Agreement, any other Basic Document and/or any Ancillary Document shall be deemed to include Electronic Signatures, deliveries or the keeping of records in any electronic form (including deliveries by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page), each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be; *provided* that nothing herein shall require the Lender to accept Electronic Signatures in any form or format without its prior written consent and pursuant to procedures approved by it; *provided, further*, without limiting the foregoing, (i) to the extent the Lender has agreed to accept any Electronic Signature, the Lender shall be entitled to rely on such Electronic Signature purportedly given by or on behalf of the Borrower without further verification thereof and without any obligation to review the appearance or form of any such Electronic signature and (ii) upon the request of the Lender, any Electronic Signature shall be promptly followed by a manually executed counterpart. Without limiting the generality of the foregoing, the Borrower hereby (A) agrees that, for all purposes, including without limitation, in connection with any workout, restructuring, enforcement of remedies, bankruptcy proceedings or litigation between the Lender and the Borrower, Electronic Signatures transmitted by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page and/or any electronic images of this Agreement, any other Basic Document and/or any Ancillary Document shall have the same legal effect, validity and enforceability as any paper original, (B) the Lender may, at its option, create one or more copies of this Agreement, any other Basic Document and/or any Ancillary



Document in the form of an imaged electronic record in any format, which shall be deemed created in the ordinary course of such Person's business, and destroy the original paper document (and all such electronic records shall be considered an original for all purposes and shall have the same legal effect, validity and enforceability as a paper record), (C) waives any argument, defense or right to contest the legal effect, validity or enforceability of this Agreement, any other Basic Document and/or any Ancillary Document based solely on the lack of paper original copies of this Agreement, such other Basic Document and/or such Ancillary Document, respectively, including with respect to any signature pages thereto and (D) waives any claim against the Lender and any of its Related Parties for any liabilities arising solely from the Lender's reliance on or use of Electronic Signatures and/or transmissions by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page, including any liabilities arising as a result of the failure of the Borrower to use any available security measures in connection with the execution, delivery or transmission of any Electronic Signature.

*Section 9.15. USA Patriot Act.* The Lender hereby notifies the Borrower that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the "*Patriot Act*"), it is required to obtain, verify and record information that identifies the Borrower, which information includes the name and address of the Borrower and other information that will allow the Lender to identify the Borrower in accordance with the Patriot Act. The Borrower agrees to, promptly following a request by the Lender, provide all such other documentation and information that the Lender requests in order to comply with its ongoing obligations under applicable "know your customer" and anti-money laundering rules and regulations, including the Patriot Act.

*Section 9.16. Acknowledgement Regarding Any Supported QFCs.* To the extent that the Basic Documents provide support, through a guarantee or otherwise, for or any agreement or instrument that is a QFC (such support "*QFC Credit Support*" and each such QFC a "*Supported QFC*"), the parties acknowledge and agree as follows with respect to the resolution power of the Federal Deposit Insurance Corporation under the Federal Deposit Insurance Act and Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act (together with the regulations promulgated thereunder, the "*U.S. Special Resolution Regimes*") in respect of such Supported QFC and QFC Credit Support (with the provisions below applicable notwithstanding that the Basic Documents and any Supported QFC may in fact be stated to be governed by the laws of the State of New York and/or of the United States or any other state of the United States):

In the event a Covered Entity that is party to a Supported QFC (each, a "*Covered Party*") becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer of such Supported QFC and the benefit of such QFC Credit Support (and any interest and obligation in or under such Supported QFC and such QFC Credit Support, and any rights in property securing such Supported QFC or such QFC Credit Support) from such Covered Party will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if the Supported QFC and such QFC Credit Support (and any such interest, obligation and rights in property) were governed by the laws of the United States or a state of the United States. In the event a Covered Party or a BHC Act Affiliate of a Covered Party becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under the Basic Documents that might otherwise apply

to such Supported QFC or any QFC Credit Support that may be exercised against such Covered Party are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if the Supported QFC and the Basic Documents were governed by the laws of the United States or a state of the United States.

*Section 9.17. No Recourse Against Constituent Members of SDCP.* SDCP is organized as a Joint Powers Authority in accordance with the Joint Powers Act of the State of California (Government Code Section 6500 et seq.) pursuant to the Joint Powers Agreement, and is a public entity separate from its constituent members. SDCP shall solely be responsible for all debts, obligations and liabilities accruing and arising out of this Agreement. The Lender shall not make any claims, take any actions or assert any remedies against any of SDCP's constituent members arising solely as a result of SDCP's breach of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

SAN DIEGO COMMUNITY POWER

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## EXHIBIT A

### FORM OF NOTE

Not to exceed \$\_\_\_\_\_

Dated Date: [Date]

FOR VALUE RECEIVED, the undersigned SAN DIEGO COMMUNITY POWER (the “*Borrower*”), hereby promises to pay to JPMORGAN CHASE BANK, N.A., or its registered assigns (the “*Lender*”), in accordance with the provisions of the Agreement (as hereinafter defined), the principal outstanding amount of all Reimbursement Obligations related to Letters of Credit and each Loan from time to time made by the Lender to the Borrower, in each case under that certain Revolving Credit Agreement, dated as of [\_\_\_\_], 2023 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the “*Agreement*”), between the Borrower and the Lender, in accordance with the terms of the Agreement.

the Borrower promises to pay interest on the unpaid principal amount of each Loan and Reimbursement Obligations from the date of such Loan or Honor Date, as applicable, until such principal amount is paid in full, at such interest rates and at such times as provided in the Agreement. All payments of principal and interest shall be made to the Lender in Dollars in immediately available funds at the Lender’s Lending Office. If any amount is not paid in full when due hereunder, such unpaid amount shall bear interest, to be paid upon demand, from the due date thereof until the date of actual payment (and before as well as after judgment) computed at the per annum rate set forth in the Agreement.

This Note referred to in the Agreement, is entitled to the benefits thereof and may be prepaid in whole or in part subject to the terms and conditions provided therein.

This Note is an obligation of the Borrower payable from and secured by a pledge of and a senior lien and charge upon Net Revenues. This Note is payable as to principal and interest thereof, exclusively from Net Revenues. This Note and the interest hereon are senior to all other debt incurred and payable from Net Revenues.

The Loans made by the Lender and Reimbursement Obligations shall be evidenced by one or more loan accounts or records maintained by the Lender in the ordinary course of business. The Lender may also attach schedules to this Note and endorse thereon the date, amount and maturity of its Loans and Reimbursement Obligations and payments with respect thereto.

The Lender, for itself, its successors and assigns, hereby waives diligence, presentment, protest and demand and notice of protest, demand, dishonor and non-payment of this Note.

Delivery of an executed counterpart of a signature page of this Note by fax transmission or other electronic mail transmission (*e.g.*, “pdf” or “tif”) shall be effective as delivery of a manually executed counterpart of this Note.

This Note is made under the laws of the State of California, and for all purposes shall be governed by and construed in accordance with the laws of said State, without regard to principles of conflicts of law. Capitalized terms not otherwise defined herein have the meaning set forth in the Agreement.

It is hereby certified that all conditions, acts and things required to exist, happen and be performed under the Agreement precedent to and in the issuance of this Note, exist, have happened and have been performed, and that the issuance, authentication and delivery of this Note have been duly authorized by the Resolution duly adopted by the Borrower. The Borrower hereby waives presentment for payment, demand, protest, notice of protest, notice of dishonor and all other notices and demands whatsoever.

IN WITNESS WHEREOF, the Borrower has caused this Note to be signed as of the Dated Date specified above.

SAN DIEGO COMMUNITY POWER

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## LOANS AND PAYMENTS WITH RESPECT THERETO

[illegible]

## EXHIBIT B

### FORM OF BORROWING REQUEST

Date: \_\_\_\_\_, 20\_\_

To: JPMorgan Chase Bank, N.A.  
383 Madison Avenue, 3rd Floor  
New York, New York 10179  
Mail Code: NY1-M076  
Attention: \_\_\_\_\_

Ladies and Gentlemen:

Reference is made to that certain Revolving Credit Agreement, dated as of [\_\_\_\_], 2023 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the “*Agreement*”) (the terms defined therein being used herein as defined in the Agreement), between San Diego Community Power (the “*Borrower*”), and JPMorgan Chase Bank, N.A. (the “*Lender*”).

The undersigned hereby requests, pursuant to Section 2.01 of the Agreement, that the Lender make a Loan under the Agreement and disburse such funds as set forth in #6 below, and in that connection sets forth below the following information relating to such Loan (the “*Proposed Loan*”):

1. The Business Day of the Proposed Loan is \_\_\_\_\_ (the “*Issuance Date*”).
2. In the principal amount of \$\_\_\_\_\_, which is not greater than the Revolving Credit Exposure as of the Issuance Date set forth in 1 above. After giving effect to the Proposed Loan, (i) the Revolving Credit Exposure will not exceed the Commitment and (ii) the Working Capital Revolving Credit Exposure will not exceed the Working Capital Sublimit, in each case, as of the Issuance Date.
3. The Proposed Borrowing is a [Working Capital Loan] [Cash Collateral Loan and the Borrower has provided to the Lender on or prior to the Issuance Date reasonably detailed evidence of the underlying cash collateral requirement for which the Cash Collateral Loan is being used to satisfy.] [Reimbursement Loan, the proceeds of which will be used to repay Reimbursement Obligations with respect to Standby Letter of Credit No. \_\_\_\_\_, issued under the LC Exposure on \_\_\_\_\_, 20\_\_\_\_].

4. [The duration of the Interest Period for each Term Benchmark Loan made as part of the Proposed Loan, if applicable, is \_\_\_\_ month[s] (which shall be 1, 3 or 6 months).][The Proposed Loan is an ABR Loan.]<sup>13</sup>

5. The undersigned hereby certifies that the following statements are true on the date hereof, and will be true on the Issuance Date, before and after giving effect to the Proposed Loan:

(a) The representations and warranties of the Borrower set forth in Article IV of the Agreement (i) that are not qualified by concepts of materiality are true and correct in all material respects on and as of the date of such Credit Extension with the same force and effect as if made on and as of such date, and (ii) that are qualified by concepts of materiality are true and correct on and as of the date of such Credit Extension with the same force and effect as if made on and as of such date, in each case, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct as of such earlier date.

(b) No Potential Event of Default or Event of Default shall exist, or would result from such proposed Credit Extension or from the application of the proceeds thereof.

6. The Proposed Loan shall be made by the Lender by wire transfer of immediately available funds or deposited **[in the amount of \$\_\_\_\_\_]** to or on behalf of the Borrower in accordance with the instructions set forth below and the Borrower hereby confirms that the Lender is authorized to make said disbursements:

**[Insert wire instructions and amounts]**

Delivery of an executed counterpart of a signature page of this notice by fax transmission or other electronic mail transmission (*e.g.*, “pdf” or “tif”) shall be effective as delivery of a manually executed counterpart of this notice.

SAN DIEGO COMMUNITY POWER

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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<sup>13</sup> Reimbursement Loans must be ABR Loans.



## EXHIBIT C

### FORM OF NOTICE OF LOAN PREPAYMENT

To: JPMorgan Chase Bank, N.A., as lender (the “*Lender*”)

RE: Revolving Credit Agreement, dated as of [\_\_\_\_], 2023, by and between San Diego Community Power (the “*Borrower*”) and the Lender (as amended, modified, extended, restated, replaced, or supplemented from time to time, the “*Credit Agreement*”; capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Credit Agreement)

DATE: [Date]

---

the Borrower hereby notifies the Lender that on \_\_\_\_\_<sup>14</sup> pursuant to the terms of Section 2.04 (Prepayments) of the Credit Agreement, the Borrower intends to optionally prepay the Loan in the following amount(s): \$\_\_\_\_\_<sup>15</sup>

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<sup>14</sup> Specify date of such prepayment.

<sup>15</sup> Any prepayment shall be in a principal amount of \$5,000,000 or a whole multiple of \$1,000,000 in excess thereof (or if less, the entire principal amount thereof outstanding).

Delivery of an executed counterpart of a signature page of this notice by fax transmission or other electronic mail transmission (e.g., “*pdf*” or “*tif*”) shall be effective as delivery of a manually executed counterpart of this notice.

SAN DIEGO COMMUNITY POWER

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## EXHIBIT D

### FORM OF LETTER OF CREDIT REQUEST

Date: \_\_\_\_\_, 20\_\_

To: JPMorgan Chase Bank, N.A.  
383 Madison Avenue, 3rd Floor  
New York, New York 10179  
Mail Code: NY1-M076  
Attention: \_\_\_\_\_

Ladies and Gentlemen:

Reference is made to that certain Revolving Credit Agreement, dated as of [\_\_\_\_], 2023 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the “*Agreement*”) (the terms defined therein being used herein as defined in the Agreement), between San Diego Community Power (the “*Borrower*”), and JPMorgan Chase Bank, N.A. (the “*Lender*”) and hereby requests, pursuant to Section 2.03 of the Agreement, that the Lender issue a Letter of Credit under the Agreement, and in that connection sets forth below the following information relating to such Letter of Credit (the “*Proposed Letter of Credit*”):

1. The Business Day of the Proposed Letter of Credit is \_\_\_\_\_, 20\_\_ (the “*Issuance Date*”).

2. The principal amount of the Proposed Letter of Credit is \$\_\_\_\_. After giving effect to the issuance of the Proposed Letter of Credit, (i) the Revolving Credit Exposure will not exceed the Commitment and (ii) the LC Exposure will not exceed the LC Sublimit, in each case, as of the Issuance Date.

3 The Proposed Letter of Credit is to be issued under the LC Exposure.

4. The tenor of the Proposed Letter of Credit shall be [ ].

5. The undersigned hereby certifies that the following statements are true on the date hereof, and will be true on the Issuance Date, before and after giving effect thereto:

(a) The representations and warranties of the Borrower set forth in the Agreement (i) that are not qualified by concepts of materiality are true and correct in all material respects on and as of the Issuance Date, with the same force and effect as if made on and as of such date, and (ii) that are qualified by concepts of materiality are true and correct in all respects on and as of the Issuance Date, with the same force and effect as if made on and as of such date; [and]

(b) No Potential Event of Default or Event of Default has occurred and is continuing.

6. The undersigned hereby confirms that the Borrower has submitted a Standby Letter of Credit Application in the form attached hereto as Annex I (or any successor form provided by the Lender to the Borrower and the Lender).

Delivery of an executed counterpart of a signature page of this notice by fax transmission or other electronic mail transmission (e.g., “pdf” or “tif”) shall be effective as delivery of a manually executed counterpart of this notice.

SAN DIEGO COMMUNITY POWER

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ANNEX I**

**FORM OF STANDBY LETTER OF CREDIT APPLICATION**

**[TO COME FROM LENDER]**

**EXHIBIT E**

**FORM OF COMPLIANCE CERTIFICATE**

[\_\_\_\_], 20[\_\_]

This Compliance Certificate (this “*Certificate*”) is furnished to JPMorgan Chase Bank, N.A. (including its successors and assigns, the “*Lender*”) pursuant to the Revolving Credit Agreement, dated as of [\_\_\_\_], 2023 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the “*Agreement*”), by and between San Diego Community Power (the “*Borrower*”) and the Lender. Unless otherwise defined herein, the terms used in this Certificate have the meanings assigned thereto in the Agreement.

This Compliance Certificate is being delivered in connection with **[annual audited financials for the Fiscal Year ended \_\_\_\_\_, 20\_\_][unaudited financial statements for the fiscal quarter ended \_\_\_\_\_, 20\_\_]**.

THE UNDERSIGNED HEREBY CERTIFIES THAT:

1. I am an Authorized Officer of the Borrower;
2. I have reviewed the terms of the Agreement and I have made, or have caused to be made under my supervision, a detailed review of the transactions and conditions of the Borrower during the accounting period covered by the attached financial statements;
3. The examinations described in paragraph 2 did not disclose, and I have no knowledge of, the existence of any condition or the occurrence of any event which constitutes a Potential Event of Default or Event of Default during or at the end of the accounting period covered by the attached financial statements or as of the date of this Certificate, except as set forth below;
4. The financial statements required by Section [5.01(b)]/[5.01(c)] of the Agreement and being furnished to you concurrently with this certificate fairly represent the financial condition of the System Debt in accordance with GAAP as of the dates and for the periods covered thereby; and
5. The Borrower is in compliance with Section 5.11 of the Agreement on the date hereof, as evidenced by the Debt Service Coverage Ratio and Days Liquidity on Hand calculations set forth on Schedule 1 hereto.

**[Describe below the exceptions, if any, to paragraph 3 by listing, in detail, the nature of the condition or event, the period during which it has existed and the action which the Borrower has taken, is taking, or proposes to take with respect to each such condition or event:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ ]

[Remainder of page intentionally left blank]

The foregoing certifications and the financial statements delivered with this Certificate in support hereof, are made and delivered as of the date first above written.

SAN DIEGO COMMUNITY POWER

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**SCHEDULE 1  
TO  
COMPLIANCE CERTIFICATE  
DEBT SERVICE COVERAGE RATIO NOTICE**

Debt Service Coverage (Section 5.11)

4-QUARTERS

\_\_/\_\_/

A. NET REVENUES:

\$ \_\_\_\_\_

B. ANNUAL DEBT SERVICE:

\$ \_\_\_\_\_

**C. ROW A DIVIDED BY ROW B, EXPRESSED AS RATIO**

\_\_\_\_\_

IS THE RATIO IN ROW C GREATER THAN OR EQUAL TO 1.10?

Y/N

Days Liquidity on Hand (Section 5.11(a))

4-QUARTERS

\_\_/\_\_/

A: CASH AND CASH EQUIVALENTS:

\$ \_\_\_\_\_

B: WORKING CAPITAL AVAILABILITY:

\$ \_\_\_\_\_

**C. ROW A PLUS ROW B:**

\$ \_\_\_\_\_

D. OPERATION AND MAINTENANCE EXPENSES

\$ \_\_\_\_\_

E. INTEREST EXPENSE

\$ \_\_\_\_\_

F. ROW D PLUS ROW E:

\$ \_\_\_\_\_

**G. ROW F MULTIPLIED BY 1/365:**

\$ \_\_\_\_\_

H. ROW C DIVIDED BY ROW G (DAYS LIQUIDITY ON HAND):

\_\_\_\_\_ Days

ARE THE DAYS IN ROW G GREATER THAN OR EQUAL TO 90?

Y/N



## FEE AGREEMENT

This FEE AGREEMENT dated [\_\_\_\_], 2023 (as amended, restated, supplemented or otherwise modified from time to time, this “*Fee Agreement*”), is by and between SAN DIEGO COMMUNITY POWER, a public agency formed under the provisions of the Joint Exercise of Powers Act of the State of California, Government Code Section 6500 et. Seq. (the “*Borrower*”) and JPMORGAN CHASE BANK, N.A. (together with its successors and assigns, the “*Lender*”).

Reference is made to the Revolving Credit Agreement, dated as of [\_\_\_\_], 2023 (as amended, restated, supplemented or otherwise modified from time to time, the “*Agreement*”), entered into between the Borrower and the Lender. Capitalized terms not otherwise defined herein have the meanings set forth in the Agreement.

This Fee Agreement is the Fee Agreement referenced in the Agreement and the terms of this Fee Agreement are incorporated by reference into the Agreement. This Fee Agreement and the Agreement are to be construed as one agreement between the Borrower and the Lender, and all obligations hereunder are to be construed as obligations thereunder. All references to amounts due and payable under the Agreement will be deemed to include all amounts, fees and expenses payable under this Fee Agreement.

### Article I FEES.

*Section 1.1 Undrawn Fees.* The Borrower agrees to pay to the Lender, in immediately available funds, for the period from and including the Effective Date to and including the earlier of the Maturity Date and the date the Commitment is terminated in full (the “*Commitment End Date*”), commencing on [April 3, 2023]<sup>1</sup> and in arrears on the first Business Day of each July, October, January and April occurring thereafter to the Commitment End Date, and on the Commitment End Date, a non-refundable undrawn fee (the “*Undrawn Fee*”) in an amount equal for each day during such calculation period to the product of (x) the rate per annum associated with the Total Commitment Utilization (as defined below) as specified in the applicable Level in the pricing matrix below under the column captioned “Undrawn Fee Rate” (the “*Undrawn Fee Rate*”) and in effect on such day, (y) the Unutilized Commitment (as defined below) for such day and (z) a fraction the numerator of which is 1 and denominator of which is 360; *provided, that,*

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<sup>1</sup> **NTD:** To be the date that is the first Business Day after the last day of the first fiscal quarter ending after the Effective Date.

upon the occurrence, and at all times during the continuation, of an Event of Default, the Undrawn Fee Rate shall be equal to the Default Rate.

<u>LEVEL</u>	<u>TOTAL COMMITMENT UTILIZATION</u>	<u>UNDRAWN FEE RATE</u>	<u>APPLICABLE RATE</u>	
			<u>TERM BENCHMARK/ RFR BORROWING</u>	<u>ABR BORROWING</u>
Level 1:	≥ 25%	0.620%	1.525%	0.525%
Level 2:	< 25%	0.650%	1.600%	0.600%

The term “*Total Commitment Utilization*” as used in this Fee Agreement means, for any day, the product of (x) the Revolving Credit Exposure as of 5:00 p.m. New York City time on such day and (y) the Commitment in effect at as of 5:00 p.m. New York City time on such day.

The term “*Unutilized Commitment*” as used in this Fee Agreement means, for any day, the number obtained by subtracting the Revolving Credit Exposure as of 5:00 p.m. New York City time on such day from the Commitment in effect at as of 5:00 p.m. New York City time on such day.

The term “*Applicable Rate*” as used in the Agreement and this Fee Agreement means, for any Interest Period, the rate per annum associated with the Total Commitment Utilization in effect for each day during each such Interest Period as specified in the applicable Level in the pricing matrix set forth in Section 1.1 above under the column captioned “Applicable Rate” with respect to an ABR Borrowing or a Term Benchmark Borrowing or, if a Term Benchmark Borrowing is not available under the Agreement, a RFR Borrowing, as applicable.

*Section 1.2 Letter of Credit Fees.* The Borrower agrees to pay to the Lender, in immediately available funds, for the period from and including the date of issuance of each Letter of Credit to but excluding the date such Letter of Credit is terminated (the “*LC Termination Date*”), commencing on [April 3, 2023]<sup>2</sup> and in arrears on the first Business Day of each July, October, January and April occurring thereafter to the LC Termination Date, and on the LC Termination Date, a non-refundable undrawn fee (the “*LC Facility Fee*”) in an amount equal for each day during such calculation period to the product of (x) 1.10% per annum (the “*LC Facility Fee Rate*”), (y) the stated amount of such Letter of Credit as of 5:00 p.m. New York City time on such day and (z) a fraction the numerator of which is 1 and denominator of which is 360; *provided, that*, upon the occurrence, and at all times during the continuation, of an Event of Default, the LC Facility Fee Rate shall be equal to the Default Rate.

*Section 1.3 Amendment, Waiver or Consent Fees.* The Borrower agrees to pay to the Lender on the date on which the Borrower requests from the Lender (i) an amendment, supplement or modification to the Agreement or any other Basic Document, (ii) a consent under, or a waiver of any provision of, the Agreement or any other Basic Document or (iii) the transfer of any Letter of Credit, a non-refundable fee to be determined by the Lender at the time of such amendment,

<sup>2</sup> **NTD:** To be the date that is the first Business Day after the last day of the first fiscal quarter ending after the Effective Date.

supplement or modification or waiver or consent or transfer, but in any event at a minimum of \$3,000, plus, in each case, the reasonable fees and expenses of legal counsel to the Lender.

*Section 1.4 Termination Fee; Reduction Fee.*

(a) The Borrower hereby agrees to pay to the Lender a termination fee in connection with any termination of the Commitment by the Borrower prior to the date that is two (2) years after the Effective Date (such date, the “*Permitted Termination Date*”), in an amount equal to the product of (1) the Undrawn Fee Rate specified in Level 2, (2) the Commitment (without regard to any outstanding Loans, Letters of Credit or Reimbursement Obligations) and (3) a fraction, the numerator of which is equal to the number of days from and including the date of such termination to but excluding the Permitted Termination Date, and the denominator of which is 360 (the “*Termination Fee*”), which Termination Fee shall be paid on or before the date of such termination. No termination in full of the Commitment shall become effective unless and until all amounts payable by the Borrower to the Lender under the Agreement and this Fee Agreement (including without limitation the amount payable, if any, pursuant to this Section 1.4(a)) have been paid in full in immediately available funds.

(b) The Borrower agrees not to permanently reduce the Commitment below the Commitment in effect as of the Effective Date prior to the Permitted Termination Date, without the payment by the Borrower to the Lender of a reduction fee (the “*Reduction Fee*”) in connection with each and every permanent reduction of the Commitment in an amount equal to the product of (1) the Undrawn Fee Rate specified in Level 2, (2) the amount of the permanent Commitment reduction and (3) a fraction, the numerator of which is equal to the number of days from and including the date of such permanent reduction to the Permitted Termination Date, and the denominator of which is 360. Under no circumstances shall the Borrower permanently reduce the Commitment below the Revolving Credit Exposure unless in connection with such permanent reduction the Borrower reduces the Revolving Credit Exposure (whether by prepayment of Loans or return and cancellation of Letters of Credit) so that after giving effect to such permanent reduction the Revolving Credit Exposure is not greater than the reduced Commitment.

*Section 1.5 Default Rate.* For purposes of this Fee Agreement and the Agreement, “*Default Rate*” means, (i) with respect to any Loans, the then applicable Adjusted Term SOFR Rate, Alternate Base Rate or, to the extent that the Term SOFR Rate is not available under the Agreement, Adjusted Daily Simple SOFR plus the Applicable Rate plus three percent (3%), (ii) with respect to any Letter of Credit, the LC Facility Fee Rate plus three percent (3%) and (iii) with respect to the Unutilized Commitment, the then applicable Undrawn Fee Rate plus one percent (1%).

Article II MISCELLANEOUS.

*Section 2.1 Legal Fees.* The Borrower shall pay the reasonable legal fees and expenses of the Lender incurred in connection with the initial preparation and negotiation of the Agreement, this Fee Agreement and certain other Basic Documents in an amount equal to \$\_\_\_\_\_ plus disbursements.

*Section 2.2 Amendments.* No amendment to this Fee Agreement will become effective without the prior consent of the Borrower and the Lender, which consent must be in writing and signed by the Lender and an Authorized Officer of the Borrower.

*Section 2.3 Governing Law.* This Fee Agreement shall be deemed to be a contract under, and for all purposes shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York without giving effect to conflicts of laws provisions (other than New York general obligations laws 5-1401 and 5-1402); *provided, that*, the obligations of the Borrower hereunder shall be governed by the laws of the State of California without regard to choice of law rules.

*Section 2.4 Counterparts.* This Fee Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Fee Agreement may be delivered by the exchange of signed signature pages by facsimile transmission or by attaching a pdf copy to an email, and any printed or copied version of any signature page so delivered will have the same force and effect as an originally signed version of such signature page.

*Section 2.5 Severability.* If any provision of this Fee Agreement is held to be illegal, invalid or unenforceable, (a) the legality, validity and enforceability of the remaining provisions of this Fee Agreement shall not be affected or impaired thereby and (b) the parties shall endeavor in good faith negotiations to replace the illegal, invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the illegal, invalid or unenforceable provisions. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Fee Agreement to be duly executed and delivered by their respective officers or representatives thereunto duly authorized on the date first set forth above.

SAN DIEGO COMMUNITY POWER

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**RESOLUTION NUMBER 2023-\_\_**

**A RESOLUTION OF THE BOARD OF DIRECTORS  
OF SAN DIEGO COMMUNITY POWER  
ADOPTING CREDIT AGREEMENT**

WHEREAS, San Diego Community Power is a California joint powers authority formed to operate a Community Choice Aggregation Plan for its members ("SDCP"); and

WHEREAS, SDCP entered into that certain Amended and Restated Credit Agreement dated March 24, 2022 (the "RCB Facility") with River City Bank ("RCB"), as lender, for working capital and credit support for the purchase of energy; and

WHEREAS, SDCP issued a request for proposal for a revolving credit facility in October 2022, the purpose of which was to expand the existing amount of credit available to SDCP for working capital and the issuance of letters of credit and cash collateral in connection with the purchase of energy and the collateral requirements of SDG&E under SDG&E Rule 27; and

WHEREAS, J.P. Morgan Chase Bank, N.A. ("JPM") submitted a proposal in November 2022 and was selected to move forward with negotiations and SDCP staff and legal counsel have negotiated the terms of a \$150,000,000 revolving credit facility with JPM and are in the process of finalizing the language of the credit agreement for such facility (together with the exhibits thereto, the "Credit Agreement"), a draft copy of which is attached to the staff report; and

WHEREAS, the amounts due under the Credit Agreement and the Note referenced therein will be secured by a first priority pledge of and lien on the net revenues of SDCP; and

WHEREAS, certain energy providers have a first priority pledge of and lien on the revenues of SDCP pursuant to SDCP's existing lockbox security arrangement with RCB, acting in its capacity as collateral agent for such energy providers.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of SDCP (the "Board of Directors") as follows:

1. The Board of Directors has determined that the recitals herein are true and correct; and
2. The Board of Directors hereby approves the Credit Agreement and the other Transaction Documents (as defined below) and authorizes the Chief Financial Officer, or his designee, to (i) finalize the terms of the Credit Agreement substantially in the form attached to the staff report with the advice of legal counsel and complete the negotiation of any ancillary documents or agreements in connection therewith, including but not limited to the Note and the Fee Agreement referenced therein (together with the Credit Agreement, collectively, the "Transaction Documents"); and (ii) execute and deliver, and perform the obligations under, the Transaction Documents, including but not limited to borrowing thereunder and the grant of the first priority

security interest in the net revenues of SDCP; and

3. In connection with the execution of the Transaction Documents, the Board of Directors hereby authorizes the termination of RCB Facility and the other security and ancillary documents entered into in connection therewith, the payment of all amounts due thereunder and the release of all security interests and liens granted thereby, provided, however, that RCB will continue to act as the collateral agent pursuant to the existing lockbox security arrangements; and
4. The Board of Directors approves the grant of the first priority pledge of and security interest in the net revenues of SDCP (as described in the Credit Agreement) to secure the obligations of SDCP to JPM under the Credit Agreement and the other Transaction Documents, subject only to the rights of certain of SDCP's power providers who are beneficiaries of the existing lockbox security arrangements; and
5. The Board of Directors authorizes the Chief Executive Officer and the Chief Financial Officer, acting alone or in combination with one another, to take such additional action as is necessary or appropriate to carry out the obligations of SDCP under the Credit Agreement and the exhibits thereto; and
6. This Resolution shall be effective immediately after its adoption by the Board of Directors.

**PASSED AND ADOPTED** at a meeting of the Board of Directors of San Diego Community Power on January 23, 2023

\_\_\_\_\_  
\_\_\_\_\_, Chairman of the Board

Approved as to form:

\_\_\_\_\_  
SDCP Legal Counsel

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_





## SAN DIEGO COMMUNITY POWER Staff Report – Item 12

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To: San Diego Community Power Board of Directors

From: Byron Vosburg, Managing Director

Subject: Amended and Restated Renewable Power Purchase Agreement with Vikings Energy Farm LLC

Date: January 23, 2023

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### RECOMMENDATION

Adopt the proposed Amended and Restated Renewable Power Purchase Agreement with Vikings Energy Farm LLC and authorize the CEO to execute the agreement.

### BACKGROUND

As San Diego Community Power (“SDCP”) strives to meet its environmental, financial, and regulatory compliance goals and requirements, long-term power purchase agreements (PPAs) of at least 10 years in duration are integral components of its energy supply portfolio. Long-term PPAs provide renewable generation facility developers with the certain revenue stream against which they can finance up-front capital requirements, so each long-term PPA that SDCP signs with a developing facility will underpin a new, incremental renewable energy project. In addition, long-term PPAs lock in renewable energy supply around which SDCP can build its power supply portfolio while also providing power supply cost certainty around which SDCP can develop its pro forma financial model.

Moreover, the California Renewable Portfolio Standard (RPS), as modified in 2015 by Senate Bill 350, requires that SDCP provide 65% of its RPS-required renewable energy from contracts of at least ten years in length. Finally, in D.21-06-025, the California Public Utilities Commission (CPUC) required each Load Serving Entity (LSE) in California to make significant long-term purchase commitments for resource adequacy from new, incremental generation facilities that will achieve commercial operation during 2023 through 2026.

At the April 2021 board meeting, the SDCP Board of Directors voted 5-0 to adopt the Long-term Renewable Power Purchase Agreement with Vikings Energy Farm LLC, which was executed on May 3<sup>rd</sup>, 2021. The project had a guaranteed capacity of 100 MW of solar production and up to 150 MW of battery storage capacity. Subsequently, SDCP has been notified not only that the project owner was changing from RAI Energy International

to Arevon Energy Inc. (“Arevon”) but also that Vikings Energy Farm has faced the same supply chain-related delays and cost increases that have had widespread, well-documented impacts throughout the renewable energy development market. Since then, SDCP staff have been actively negotiating with Arevon to find a solution that can maintain the project’s viability while also protecting SDCP’s customers from unnecessary cost or risk.

It is worth noting that the COVID-19 pandemic has impacted project supply chains, timelines, and financing industry wide. Many long-term utility scale renewable energy projects have seen their commercial operation dates extended and some projects have been terminated.

## ANALYSIS AND DISCUSSION

Staff and outside procurement counsel at Keyes & Fox negotiated the attached Amended & Restated PPA for the purchase of renewable energy and resource adequacy from Vikings Energy Farm, which is a solar-plus-battery-storage project to be developed just outside of Holtville, CA in Imperial County.

While staff is disappointed in the delays, it was able to reduce the fixed energy price while limiting the increase in the storage capacity rate. Both are still competitive energy and capacity prices for SDCP’s portfolio. Additionally, as can be seen below, staff was able to negotiate for more renewable generation in the Amended & Restated PPA. Since the execution of the original PPA, SDCP has secured import allocation rights for the project, increasing the value of the project to SDCP’s portfolio as it relates to resource adequacy.

An overview of the changes in the Amended & Restated PPA is provided below:

Item	Original PPA	A&R PPA
Solar Generation	100 MW	136.8 MW
Solar commercial operation date	June 30, 2023	September 1, 2024
Energy Storage Capacity	150 MW / 600 MWh	145.5 MW / 582 MWh
Energy Storage commercial operation date	June 30, 2023	April 1, 2024

- Additional items:
  - The competitive, fixed energy and capacity pricing of the Amended & Restated PPA are confidential, but the fixed energy price was reduced in the Amended & Restated PPA. The storage capacity rate has increased, but impacts are limited, and SDCP staff are confident that the new storage capacity rate will still provide value to SDCP customers, especially in comparison to similar projects in the same stage of development.



- The revised Development and Performance Securities are also confidential, but each has been significantly increased to help ensure SDCP is protected in event of seller's failure to successfully achieve certain development or performance milestones

SDCP can set itself apart from other renewable energy purchasers by working closely and collaboratively with local and regional developers. Flexibility in portfolio management and contracting will allow SDCP to access more market opportunities but needs to be balanced with sound procurement planning and risk management. Vikings Energy Farm is a local project with an established relationship with SDCP and known risk profile. As such, staff recommends adopting the Amended & Restated PPA.

## **COMMITTEE REVIEW**

The terms of this amendment were reviewed with the Energy Contract Working Group (ECWG) on September 27<sup>th</sup>, 2022, and the ECWG recommended to move forward in negotiations with Arevon.

## **FISCAL IMPACT**

The competitive energy and capacity pricing of the Amended & Restated PPA are confidential, but the long-term purchase of renewable energy and capacity will provide SDCP with significant value and cost certainty over the term of this PPA.

## **ATTACHMENTS**

Attachment A: Amendment & Restated Renewable Power Purchase Agreement with Vikings Energy Farm LLC (Redline Version)



# AMENDED AND RESTATED RENEWABLE POWER PURCHASE AGREEMENT COVER SHEET

**Seller:** Vikings Energy Farm LLC, a California limited liability company

**Buyer:** San Diego Community Power, a California joint powers authority

**Description of Facility:** A [REDACTED] Generating Facility and [REDACTED] Storage Facility, subject to reduction in accordance with Exhibit B

**Milestones:**

Milestone	Date for Completion
Evidence of Site Control	October 2020
Executed Interconnection Agreement	[REDACTED]
CEC Pre-Certification Obtained	[REDACTED]
Conditional Use Permit	[REDACTED]
Network Upgrades Completed	[REDACTED]
Pseudo Tie Resource Status Obtained	[REDACTED]
Initial Synchronization	[REDACTED]
Storage Facility Expected Commercial Operation Date	[REDACTED]
Storage Facility Guaranteed Commercial Operation Date	[REDACTED]
Generating Facility Expected Commercial Operation Date	[REDACTED]
Generating Facility Guaranteed Commercial Operation Date	[REDACTED]

**Delivery Term:** The period for Product delivery will be for twenty (20) Contract Years.

**Expected Energy:** *[Note: to be updated]*

Contract Year	Expected Energy (MWh)
1	[REDACTED]
2	[REDACTED]

3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			

**Guaranteed RA Amount:** 145.5 MW of NQC delivered as Resource Adequacy Benefits in in the Supply Plan for Buyer each Showing Month of the Delivery Term, beginning with the Showing Month that includes the Storage Facility Commercial Operation Date.

**Guaranteed PV Capacity:** [REDACTED] MW-AC of Installed PV Capacity, subject to reduction in accordance with Section 7(a) of Exhibit B.

**Guaranteed Storage Capacity:** [REDACTED] MW-AC of Installed Storage Capacity at four (4) hours of continuous discharge, subject to reduction in accordance with Section 7(b) of Exhibit B.

**Resource Adequacy Benefits:** System RA based on a Pseudo-Tie Resource with the Facility or the designation of the Facility as a Dynamic System Resource.

**Delivery Point:** (For Energy) COACHELV\_2\_N101, which is an Intertie (as defined in the CAISO Tariff) on the CAISO system; (For RECs) Delivery via WREGIS or its successor system; (For Resource Adequacy Benefits) Delivery via prevailing CAISO mechanism.

**Contract Price:** The Contract Price shall be the sum of the Energy Price (as defined herein), the

REC Rate (as set forth below) and the Capacity Rate (as set forth below).

The REC Rate shall be:

Contract Year	REC Rate
1 – 20	

The Capacity Rate shall be:

Contract Year	Capacity Rate
1 – 20	

**Product:**

- ☒ PV Energy
- ☒ Green Attributes (Portfolio Content Category 1)
- ☐ Storage Capacity
- ☒ Resource Adequacy Benefits (as defined in this Cover Sheet)
- ☐ Ancillary Services
- ☒ Bridge Product (as provided in Sections 3.12 and 3.13)

**Scheduling Coordinator:** Seller or Seller's designee

**Development Security:** [REDACTED] which amount equals [REDACTED] multiplied by the sum of Guaranteed PV Capacity and Guaranteed Storage Capacity.

**Performance Security:** [REDACTED] multiplied by the sum of Guaranteed PV Capacity and Guaranteed Storage Capacity, as may be adjusted pursuant to Section 8.8 and Sections 7(a) and 7(b) of Exhibit B.

## TABLE OF CONTENTS

<b>ARTICLE 1</b>	<b>DEFINITIONS .....</b>	<b>1</b>
1.1	Contract Definitions.....	1
1.2	Rules of Interpretation .....	21
<b>ARTICLE 2</b>	<b>TERM; CONDITIONS PRECEDENT.....</b>	<b>22</b>
2.1	Contract Term. ....	22
2.2	Conditions Precedent .....	23
2.3	Development; Construction; Progress Reports .....	25
2.4	Remedial Action Plan .....	25
<b>ARTICLE 3</b>	<b>PURCHASE AND SALE.....</b>	<b>25</b>
3.1	Purchase and Sale of Product.....	25
3.2	Sale of Green Attributes.....	26
3.3	<b>Imbalance Energy</b> .....	26
3.4	Ownership of Renewable Energy Incentives .....	26
3.5	Future Environmental Attributes .....	26
3.6	Reserved.....	27
3.7	Resource Adequacy Benefits .....	27
3.8	CEC Certification and Verification. ....	28
3.9	RPS Standard Terms and Conditions.....	29
3.10	Compliance Expenditure Cap. ....	29
3.11	Project Configuration.....	31
3.12	Bridge RA .....	31
3.13	Bridge RECs .....	31
<b>ARTICLE 4</b>	<b>OBLIGATIONS AND DELIVERIES.....</b>	<b>31</b>
4.1	Delivery.....	31
4.2	Title and Risk of Loss. ....	32
4.3	Forecasting .....	32
4.4	Notification of Forced Facility Outages .....	32
4.5	Storage Facility Dispatch.....	32
4.6	Reduction in Delivery Obligation.....	32
4.7	Guaranteed Energy Production .....	33
4.8	Green-e Certification .....	33
4.9	Storage Capacity Tests.....	33
4.10	WREGIS .....	34
4.11	Interconnection Capacity .....	35
<b>ARTICLE 5</b>	<b>TAXES .....</b>	<b>35</b>
5.1	Allocation of Taxes and Charges.....	35
5.2	Cooperation.....	35
<b>ARTICLE 6</b>	<b>MAINTENANCE OF THE FACILITY .....</b>	<b>36</b>
6.1	Maintenance of the Facility. ....	36

6.2	Maintenance of Health and Safety.....	36
6.3	Shared Facilities.....	36
<b>ARTICLE 7 METERING.....</b>		<b>36</b>
7.1	Metering.....	36
7.2	Meter Verification.....	37
<b>ARTICLE 8 INVOICING AND PAYMENT; CREDIT.....</b>		<b>37</b>
8.1	Invoicing.....	37
8.2	Payment.....	37
8.3	Books and Records.....	38
8.4	Payment Adjustments; Billing Errors.....	38
8.5	Billing Disputes.....	38
8.6	Netting of Payments.....	39
8.7	Seller's Development Security.....	39
8.8	Seller's Performance Security.....	39
8.9	First Priority Security Interest in Cash or Cash Equivalent Collateral.....	40
8.10	Financial Statements.....	41
8.11	Buyer's Financial Statements.....	41
<b>ARTICLE 9 NOTICES.....</b>		<b>41</b>
9.1	Addresses for the Delivery of Notices.....	41
9.2	Acceptable Means of Delivering Notice.....	41
<b>ARTICLE 10 FORCE MAJEURE.....</b>		<b>42</b>
10.1	Definition.....	42
10.2	No Liability If a Force Majeure Event Occurs.....	42
10.3	Notice.....	43
10.4	Termination Following Force Majeure Event.....	43
<b>ARTICLE 11 DEFAULTS; REMEDIES; TERMINATION.....</b>		<b>43</b>
11.1	Events of Default.....	43
11.2	Remedies; Declaration of Early Termination Date.....	46
11.3	Termination Payment.....	47
11.4	Notice of Payment of Termination Payment.....	47
11.5	Disputes With Respect to Termination Payment.....	47
11.6	Rights And Remedies Are Cumulative.....	48
11.7	Seller Liability Limitations.....	48
<b>ARTICLE 12 LIMITATION OF LIABILITY AND EXCLUSION OF WARRANTIES.....</b>		<b>48</b>
12.1	No Consequential Damages.....	48
12.2	Waiver and Exclusion of Other Damages.....	49
<b>ARTICLE 13 REPRESENTATIONS AND WARRANTIES; AUTHORITY.....</b>		<b>49</b>
13.1	Seller's Representations and Warranties.....	49
13.2	Buyer's Representations and Warranties.....	50
13.3	General Covenants.....	51



13.4	Prevailing Wage.....	52
<b>ARTICLE 14 ASSIGNMENT.....</b>		<b>52</b>
14.1	General Prohibition on Assignments .....	52
14.2	Collateral Assignment.....	52
<b>ARTICLE 15 DISPUTE RESOLUTION.....</b>		<b>53</b>
15.1	Governing Law. ....	53
15.2	Venue. ....	53
15.3	Dispute Resolution.....	53
<b>ARTICLE 16 INDEMNIFICATION .....</b>		<b>53</b>
16.1	Mutual Indemnity.....	53
16.2	Notice of Claim.....	54
16.3	Failure to Provide Notice.....	54
16.4	Defense of Claims .....	54
16.5	Subrogation of Rights .....	55
16.6	Rights and Remedies are Cumulative .....	55
<b>ARTICLE 17 INSURANCE .....</b>		<b>55</b>
17.1	Insurance .....	55
<b>ARTICLE 18 CONFIDENTIAL INFORMATION .....</b>		<b>56</b>
18.1	Definition of Confidential Information.....	56
18.2	Duty to Maintain Confidentiality.....	57
18.3	Irreparable Injury; Remedies .....	57
18.4	Disclosure to Lenders, Etc. ....	57
18.5	Public Records Act .....	57
18.6	Press Releases .....	58
<b>ARTICLE 19 MISCELLANEOUS .....</b>		<b>58</b>
19.1	Entire Agreement; Integration; Exhibits .....	58
19.2	Amendments .....	58
19.3	No Waiver .....	58
19.4	No Agency, Partnership, Joint Venture or Lease.....	58
19.5	Severability .....	59
19.6	Mobile-Sierra .....	59
19.7	Counterparts; Electronic Signatures. ....	59
19.8	Electronic Delivery .....	59
19.9	Binding Effect.....	59
19.10	No Recourse to Members of Buyer .....	59
19.11	Forward Contract .....	59
19.12	Further Assurances.....	60

**Exhibits:**

Exhibit A      Facility Description

Exhibit B	Major Project Development Milestones and Commercial Operation
Exhibit C	Compensation
Exhibit D	Scheduling Coordinator Responsibilities
Exhibit E	Progress Reporting Form
Exhibit F	Form of Average Expected Energy Report
Exhibit G	Guaranteed Energy Production Damages Calculation
Exhibit H-1	Form of Storage Facility Commercial Operation Date Certificate
Exhibit H-2	Form of Generating Facility Commercial Operation Date Certificate
Exhibit I-1	Form of Installed Storage Capacity Certificate
Exhibit I-2	Form of Installed PV Capacity Certificate
Exhibit J	Form of Construction Start Date Certificate
Exhibit K	Form of Letter of Credit
Exhibit L	Form of Guaranty
Exhibit M	Form of Replacement RA Notice
Exhibit N	Notices
Exhibit O	Reserved
Exhibit P	Metering Diagram
Exhibit Q	Storage Capacity Test Protocol

## AMENDED AND RESTATED RENEWABLE POWER PURCHASE AGREEMENT

This Amended and Restated Renewable Power Purchase Agreement (“**Agreement**”) is entered into as of [REDACTED], 2023 (the “**Effective Date**”), between San Diego Community Power, a California joint powers authority (“**Buyer**”) and Vikings Energy Farm LLC, a California limited liability company (“**Seller**”). Buyer and Seller are sometimes referred to herein individually as a “**Party**” and jointly as the “**Parties**.” All capitalized terms used in this Agreement are used with the meanings ascribed to them in Article 1 to this Agreement.

### RECITALS

WHEREAS, the Parties entered into that certain Renewable Power Purchase Agreement, dated as of May 3, 2021 (the “**Original PPA**”); and

WHEREAS, the Parties hereby agree to amend, restate, replace and supersede the terms of the Original PPA as provided herein; and

WHEREAS, Seller intends to develop, design, permit, construct, own or otherwise control, and operate the Facility; and

WHEREAS, Seller desires to sell, and Buyer desires to purchase, on the terms and conditions set forth in this Agreement, the Product.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the sufficiency and adequacy of which are hereby acknowledged, the Parties agree to the following:

### ARTICLE 1 DEFINITIONS

1.1 **Contract Definitions.** The following terms, when used herein with initial capitalization, shall have the meanings set forth below:

“**AC**” means alternating current.

“**Accepted Compliance Costs**” has the meaning set forth in Section 3.10(d).

“**Adjusted Energy Production**” has the meaning set forth in Exhibit G.

“**Affiliate**” means, with respect to any Person, each Person that directly or indirectly controls, is controlled by, or is under common control with such designated Person. For purposes of this definition and the definition of “Permitted Transferee”, “control” (including, with correlative meanings, the terms “controlled by” and “under common control with”), as used with respect to any Person, shall mean (a) the direct or indirect right to cast at least fifty percent (50%) of the votes exercisable at an annual general meeting (or its equivalent) of such Person or, if there are no such rights, ownership of at least fifty percent (50%) of the equity or other ownership interest in such Person, or (b) the right to direct the policies or operations of such Person.

**“Agreement”** has the meaning set forth in the Preamble and includes any Exhibits, schedules and any written supplements hereto, the Cover Sheet, and any designated collateral, credit support or similar arrangement between the Parties.

**“Ancillary Services”** means those Ancillary Services, as defined in the CAISO Tariff, that can be produced from the Storage Facility at any relevant time consistent with the terms and conditions of this Agreement and Prudent Operating Practice. For clarity, “Ancillary Services” as used herein does not include, at any relevant time, any ancillary services that the Facility is not actually physically capable of providing consistent with the terms and conditions of this Agreement and Prudent Operating Practice.

**“Bankrupt”** means with respect to any entity, such entity that (a) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar Law, (b) has any such petition filed or commenced against it which remains unstayed or undismissed for a period of ninety (90) days, (c) makes an assignment or any general arrangement for the benefit of creditors, (d) otherwise becomes bankrupt or insolvent (however evidenced), (e) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets, or (f) is generally unable to pay its debts as they fall due.

**“Bridge RA”** has the meaning set forth in Section 3.12.

**“Bridge RECs”** has the meaning set forth in Section 3.13.

**“Business Day”** means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday in California. A Business Day begins at 8:00 a.m. and ends at 5:00 p.m. local time for the Party sending a Notice, or payment, or performing a specified action.

**“Buyer”** means San Diego Community Power, a California joint powers authority.

**“Buyer Default”** means a failure by Buyer (or its agents) to perform Buyer’s obligations hereunder, and includes an Event of Default of Buyer.

**“Buyer’s WREGIS Account”** has the meaning set forth in Section 4.10(a).

**“CAISO”** means the California Independent System Operator Corporation or any successor entity performing similar functions.

**“CAISO Approved Meter”** means a CAISO approved revenue quality meter or meters, CAISO approved data processing gateway or remote intelligence gateway, telemetering equipment and data acquisition services sufficient for monitoring, recording and reporting, in real time, all PV Energy, Charging Energy, and Discharging Energy delivered to or from the Delivery Point.

**“CAISO Certification”** means the certification and testing requirements for a storage unit set forth in the CAISO Tariff that are applicable to the Storage Facility, including certification of PMAX and PMIN associated with such storage units, that are applicable to the Storage Facility.

**“CAISO Grid”** has the same meaning as “CAISO Controlled Grid” as defined in the CAISO Tariff.

**“CAISO Operating Order”** means the “operating order” defined in Section 37.2.1.1 of the CAISO Tariff.

**“CAISO Tariff”** means the California Independent System Operator Corporation Agreement and Tariff, Business Practice Manuals (BPMs), and Operating Procedures, including the rules, protocols, procedures and standards attached thereto, as the same may be amended or modified from time-to-time and approved by FERC.

**“California Renewables Portfolio Standard”** or **“RPS”** means the renewable energy program and policies established by California State Senate Bills 1038 (2002), 1078 (2002), 107 (2008), X-1 2 (2011), 350 (2015), and 100 (2018) as codified in, *inter alia*, California Public Utilities Code Sections 399.11 through 399.31 and California Public Resources Code Sections 25740 through 25751, as such provisions are amended or supplemented from time to time.

**“Capacity Attribute”** means any current or future defined characteristic, certificate, tag, credit, or accounting construct associated with the amount of power that the Facility can generate or deliver to the Delivery Point at a particular moment and that can be purchased and sold under CAISO market rules, including Resource Adequacy Benefits.

**“Capacity Payment”** has the meaning set forth in Exhibit C.

**“Capacity Rate”** has the meaning set forth on the Cover Sheet.

**“CEC”** means the California Energy Commission, or any successor agency performing similar statutory functions.

**“CEC Certification and Verification”** means that the CEC has certified (or, with respect to periods before the date that is one hundred eighty (180) days following the Generating Facility Commercial Operation Date, that the CEC has pre-certified, as such date may be extended pursuant to Section 3.8) that the Generating Facility is an Eligible Renewable Energy Resource for purposes of the California Renewables Portfolio Standard and that all PV Energy delivered to the Delivery Point qualifies as generation from an Eligible Renewable Energy Resource.

**“CEC Precertification”** means that the CEC has issued a precertification for the Facility indicating that the planned operations of the Facility would comply with applicable CEC requirements for CEC Certification and Verification.

**“CEQA”** means the California Environmental Quality Act.

**“Change of Control”** means, except in connection with public market transactions of equity interests or capital stock of Seller’s Ultimate Parent, any circumstance in which Ultimate Parent ceases to own, directly or indirectly through one or more intermediate entities, more than fifty percent (50%) of the outstanding equity interests in Seller; *provided* that in calculating ownership percentages for all purposes of the foregoing:

(a) any ownership interest in Seller held by Ultimate Parent indirectly through one or more intermediate entities shall not be counted towards Ultimate Parent's ownership interest in Seller unless Ultimate Parent directly or indirectly owns more than fifty percent (50%) of the outstanding equity interests in each such intermediate entity; and

(b) ownership interests in Seller owned directly or indirectly by any Lender (including any cash equity or tax equity provider) or assignee or transferee thereof shall be excluded from the total outstanding equity interests in Seller.

**"Charging Energy"** means all Energy delivered to the Storage Facility, as measured at the Storage Facility Metering Points by the Storage Facility Meter.

**"CIRA Tool"** means the CAISO Customer Interface for Resource Adequacy, or any successor mechanism adopted by the CAISO for Scheduling Coordinators to record the conveyance of Resource Adequacy Benefits.

**"Claim"** has the meaning set forth in Section 16.2(a).

**"Compliance Actions"** has the meaning set forth in Section 3.10(b).

**"Compliance Expenditure Cap"** has the meaning set forth in Section 3.10(a).

**"Confidential Information"** has the meaning set forth in Section 18.1.

**"Construction Start"** has the meaning set forth in Exhibit B.

**"Construction Start Date"** has the meaning set forth in Exhibit B.

**"Contract Price"** has the meaning set forth on the Cover Sheet. To be clear, the Contract Price is the sum of the Energy Price, the REC Rate, and the Capacity Rate.

**"Contract Term"** has the meaning set forth in Section 2.1.

**"Contract Year"** means a period of twelve (12) consecutive months; *provided*, the first Contract Year may be longer than twelve (12) consecutive months. The first Contract Year shall commence on the earlier of the Storage Facility Commercial Operation Date and the Generating Facility Commercial Operation Date, and end at the end of the day prior to (a) the first anniversary of the Generating Facility Commercial Operation Date if the Generating Facility achieves the Generation Facility Commercial Operation Date, or (b) the first anniversary of the Storage Facility Commercial Operation Date if the Generating Facility does not achieve the Generation Facility Commercial Operation Date. Each subsequent Contract Year shall commence on the anniversary of (i) the Generating Facility Commercial Operation Date if the Generating Facility achieves the Generation Facility Commercial Operation Date, or (ii) the Storage Facility Commercial Operation Date if the Generating Facility does not achieve the Generation Facility Commercial Operation Date.

**"Costs"** means, with respect to the Non-Defaulting Party, brokerage fees, commissions and other similar third-party transaction costs and expenses reasonably incurred by such Party either

in terminating any arrangement pursuant to which it has hedged its obligations or entering into new arrangements which replace the Agreement; and all reasonable attorneys' fees and expenses incurred by the Non-Defaulting Party in connection with terminating the Agreement.

**"Cover Sheet"** means the cover sheet to this Agreement, which is incorporated into this Agreement.

**"COVID-19"** means the epidemic disease designated COVID-19 and the related virus designated SARS-CoV-2 and any mutations thereof, and the efforts of a Governmental Authority to combat such disease.

**"CPM Soft Offer Cap"** has the meaning set forth in the CAISO Tariff as of the Effective Date.

**"CPUC"** means the California Public Utilities Commission or any successor agency performing similar statutory functions.

**"CPUC System RA Penalty Price"** means the penalties assessed against load serving entities by the CPUC for RAR deficiencies that are not replaced or cured, as established by the CPUC in the Resource Adequacy Rulings and subsequently incorporated into the annual "Filing Guide for System, Local and Flexible Resource Adequacy (RA) Compliance Filings" that is issued by the CPUC Energy Division, or any replacement or successor documentation established by the CPUC Energy Division to reflect RAR penalties that are established by the CPUC and assessed against load serving entities for RAR deficiencies.

**"Credit Rating"** means, with respect to any entity, the rating then assigned to such entity's unsecured, senior long-term debt obligations (not supported by third party credit enhancements) or if such entity does not have a rating for its senior unsecured long-term debt, then the rating then assigned to such entity as an issuer rating by S&P or Moody's. If ratings by S&P and Moody's are not equivalent, the lower rating shall apply.

**"Curtailment Order"** means any of the following:

(a) CAISO orders, directs, alerts, or provides notice to a Party, including a CAISO Operating Order, that such Party is required to curtail deliveries of PV Energy for the following reasons: (i) any System Emergency, or (ii) any warning of an anticipated System Emergency, or warning of an imminent condition or situation, which jeopardizes CAISO's electric system integrity or the integrity of other systems to which CAISO is connected;

(b) a curtailment ordered by the Participating Transmission Owner for reasons including, but not limited to, (i) any situation that affects normal function of the electric system including, but not limited to, any abnormal condition that requires action to prevent circumstances such as equipment damage, loss of load, or abnormal voltage conditions, or (ii) any warning, forecast or anticipation of conditions or situations that jeopardize the Participating Transmission Owner's electric system integrity or the integrity of other systems to which the Participating Transmission Owner is connected;

(c) a curtailment ordered by CAISO or the Participating Transmission Owner due to scheduled or unscheduled maintenance on the Participating Transmission Owner's transmission facilities that prevents (i) Buyer from receiving or (ii) Seller from delivering PV Energy to the Delivery Point; or

(d) a curtailment in accordance with Seller's obligations or limitations under its Interconnection Agreement with the CAISO, Participating Transmission Owner or distribution operator, including limitations on transfer capability under the Interconnection Agreement; or

**"Curtailment Period"** means the period of time, as measured using current Settlement Intervals, during which PV Energy is reduced pursuant to a Curtailment Order; *provided* that the Curtailment Period shall be inclusive of the time required for the Generating Facility to ramp down and ramp up.

**"Day-Ahead Schedule"** has the meaning set forth in the CAISO Tariff.

**"Deemed Delivered Capacity"** means the amount of Net Qualifying Capacity of Resource Adequacy Benefits expressed in kW-month that the Facility would have delivered, but for Buyer's failure to obtain Import Capability sufficient to allow for the importation of such capacity into the CAISO.

**"Defaulting Party"** has the meaning set forth in Section 11.1(a).

**"Deficient Month"** has the meaning set forth in Section 4.10(e).

**"Delivery Point"** has the meaning set forth on the Cover Sheet.

**"Delivery Term"** shall mean the period of Contract Years set forth on the Cover Sheet beginning on the earlier of the Storage Facility Commercial Operation Date and the Generating Facility Commercial Operation Date, unless terminated earlier in accordance with the terms and conditions of this Agreement.

**"Development Cure Period"** has the meaning set forth in Exhibit B.

**"Development Security"** means (i) cash or (ii) a Letter of Credit in the amount set forth on the Cover Sheet.

**"Discharging Energy"** means, in any Settlement Interval or Settlement Period, all Energy delivered to the Delivery Point from the Storage Facility, net of Electrical Losses and Station Use, as measured by the Storage Facility Meter, which Storage Facility Meter shall be adjusted in accordance with CAISO requirements applicable to Pseudo-Tie Resources to account for Electrical Losses to the Delivery Point.

**"Dynamic System Resource"** has the meaning set forth in the CAISO Tariff.

**"Early Termination Date"** has the meaning set forth in Section 11.2(a).

**"Effective Date"** has the meaning set forth on the Preamble.



**“Effective Storage Capacity”** means the lesser of (a) PMAX, and (b) the maximum dependable operating capacity of the Storage Facility to discharge Energy for four (4) hours of continuous discharge, as measured in MW-AC at the Interconnection Point (i.e., measured at the Storage Facility Meter and adjusted for Electrical Losses to the Interconnection Point) pursuant to the most recent Storage Capacity Test (including the Storage Facility Commercial Operation Date Capacity Test), as evidenced by a certificate substantially in the form attached as Exhibit I-1 hereto, in either case (a) or (b) up to but not in excess of (i) the Guaranteed Storage Capacity (with respect to a Storage Facility Commercial Operation Date Capacity Test) or (ii) the Installed Storage Capacity (with respect to any other Storage Capacity Test).

**“Electrical Losses”** means all transmission or transformation losses between the Facility and the Delivery Point in accordance with CAISO’s rules for Pseudo-Tie Resources, including losses associated with (i) delivery of Energy to the Delivery Point, (ii) delivery of Charging Energy to the Storage Facility, (iii) conversion of Charging Energy into Discharging Energy, and (iv) delivery of Discharging Energy to the Delivery Point, calculated in accordance with CAISO approved methodologies applicable to revenue metering.

**“Eligible Renewable Energy Resource”** has the meaning set forth in California Public Utilities Code Section 399.12(e) and California Public Resources Code Section 25741(a), as either code provision is amended or supplemented from time to time.

**“Energy”** means alternating current electrical energy measured in MWh.

**“Energy Payment”** has the meaning set forth in Exhibit C.

**“Energy Management System”** or **“EMS”** means the Facility’s energy management system.

**“Energy Price”** means, with respect to any Settlement Period, the CAISO day-ahead market price at COACHELV\_2\_N10 during such Settlement Period.

**“Energy Supply Bid”** has the meaning set forth in the CAISO Tariff.

**“Event of Default”** has the meaning set forth in Section 11.1.

**“Executed Interconnection Agreement Milestone”** means the date for completion of execution of the Interconnection Agreement by Seller and the PTO as set forth on the Cover Sheet.

**“Expected Energy”** means the quantity of PV Energy that Seller expects to be able to deliver to Buyer at from the Generating Facility during each Contract Year, which is the quantity specified on the Cover Sheet.

**“Facility”** means the Generating Facility and the Storage Facility.

**“Facility Energy”** means, in any Settlement Interval or Settlement Period, the sum of PV Energy and Discharging Energy, net of Electrical Losses and Station Use, as measured by the Generating Facility Meter and/or Storage Facility Meter, as applicable, which meters shall be

adjusted in accordance with CAISO requirements applicable to Pseudo-Tie Resources to account for Electrical Losses to the Delivery Point.

“**FERC**” means the Federal Energy Regulatory Commission or any successor government agency.

“**Firm Transmission**” means transmission that cannot be curtailed within an operating hour for economic reasons or for higher priority transmission within the operating hour.

“**Flexible Capacity**” means the flexible capacity requirements established for load serving entities by the CPUC pursuant to the Resource Adequacy Rulings, the CAISO pursuant to the Tariff, or other Governmental Body having jurisdiction.

“**Force Majeure Event**” has the meaning set forth in Section 10.1.

“**Forced Facility Outage**” means an unexpected failure of one or more components of the Generating Facility that prevents Seller from generating PV Energy or making PV Energy available at the Delivery Point and that is not the result of a Force Majeure Event.

“**Forward Certificate Transfers**” has the meaning set forth in Section 4.10(a).

“**Future Environmental Attributes**” shall mean any and all generation attributes (other than Green Attributes or Renewable Energy Incentives) under the RPS regulations or under any and all other international, federal, regional, state or other law, rule, regulation, bylaw, treaty or other intergovernmental compact, decision, administrative decision, program (including any voluntary compliance or membership program), competitive market or business method (including all credits, certificates, benefits, and emission measurements, reductions, offsets and allowances related thereto) that are attributable, now, or in the future, to the generation of electrical energy by the Facility and its displacement of conventional energy generation. Future Environmental Attributes do not include (i) any energy, capacity, reliability or other power attributes from the Facility, or (ii) investment tax credits or production tax credits associated with the construction or operation of the Facility, or other financial incentives in the form of credits, reductions, or allowances associated with the Facility that are applicable to a state or federal income taxation obligation.

“**Gains**” means, with respect to any Party, an amount equal to the present value of the economic benefit to it, if any (exclusive of Costs), resulting from the termination of this Agreement for the remaining Contract Term, determined in a commercially reasonable manner. Factors used in determining the economic benefit to a Party may include, without limitation, reference to information supplied by one or more third parties, which shall exclude Affiliates of the Non-Defaulting Party, including without limitation, quotations (either firm or indicative) of relevant rates, prices, yields, yield curves, volatilities, spreads or other relevant market data in the relevant markets, comparable transactions, forward price curves based on economic analysis of the relevant markets, settlement prices for comparable transactions at liquid trading hubs (e.g., SP-15), all of which should be calculated for the remaining Contract Term, and include the value of Green Attributes and Resource Adequacy Benefits.

**“Generating Facility”** means the solar photovoltaic generating facility described on the Cover Sheet and in Exhibit A, located at the Site and including mechanical equipment and associated facilities and equipment required to deliver (i) PV Energy to the Interconnection Point, and (ii) Charging Energy to the Storage Facility; *provided*, that the “Generating Facility” does not include the Storage Facility or the Shared Facilities.

**“Generating Facility Capacity Damages”** has the meaning set forth in Section 7(a) of Exhibit B.

**“Generating Facility COD Certificate”** has the meaning set forth in Exhibit B.

**“Generating Facility Commercial Operation”** has the meaning set forth in Exhibit B.

**“Generating Facility Commercial Operation Date”** has the meaning set forth in Exhibit B.

**“Generating Facility Commercial Operation Delay Damages”** means an amount equal to [REDACTED]

**“Generating Facility Damage Payment”** means the dollar amount that equals [REDACTED] less any Generating Facility Commercial Operation Delay Damages paid by Seller.

**“Generating Facility Expected Commercial Operation Date”** means the date set forth on the Cover Sheet by which Seller reasonably expects to achieve Generating Facility Commercial Operation.

**“Generating Facility Guaranteed Commercial Operation Date”** means the date set forth on the Cover Sheet, as such date may be extended by the Development Cure Period.

**“Generating Facility Meter”** means the CAISO Approved Meter, along with a compatible data processing gateway or remote intelligence gateway, telemetering equipment and data acquisition services sufficient for monitoring, recording and reporting, in real time, the amount of PV Energy delivered to the Generating Facility Metering Point for the purpose of invoicing in accordance with Section 8.1. For clarity, the Generating Facility may contain multiple measurement devices that will make up the Generating Facility Meter, and, unless otherwise indicated, references to the Generating Facility Meter shall mean all such measurement devices and the aggregated data of all such measurement devices, taken together.

**“Generating Facility Metering Point”** means the location or locations of the Generating Facility Meter shown on Exhibit R.

**“Governmental Authority”** means any federal, state, provincial, local or municipal government, any political subdivision thereof or any other governmental, congressional or parliamentary, regulatory, or judicial instrumentality, authority, body, agency, department, bureau, or entity with authority to bind a Party at law, including CAISO; *provided, however*, that “Governmental Authority” shall not in any event include any Party.

**“Green Attributes”** means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the generation from the Facility and its displacement of conventional energy generation. Green Attributes include but are not limited to Renewable Energy Credits, as well as: (1) any avoided emissions of pollutants to the air, soil or water such as sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO) and other pollutants; (2) any avoided emissions of carbon dioxide (CO2), methane (CH4), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth’s climate by trapping heat in the atmosphere; (3) the reporting rights to these avoided emissions, such as Green Tag Reporting Rights. Green Tags are accumulated on a MWh basis and one Green Tag represents the Green Attributes associated with one (1) MWh of Energy. Green Attributes do not include (i) any energy, capacity, reliability or other power attributes from the Facility, (ii) production tax credits associated with the construction or operation of the Facility and other financial incentives in the form of credits, reductions, or allowances associated with the Facility that are applicable to a state or federal income taxation obligation, (iii) fuel-related subsidies or “tipping fees” that may be paid to Seller to accept certain fuels, or local subsidies received by the generator for the destruction of particular preexisting pollutants or the promotion of local environmental benefits, or (iv) emission reduction credits encumbered or used by the Facility for compliance with local, state, or federal operating or air quality permits.

**“Green Tag Reporting Rights”** means the right of a purchaser of renewable energy to report ownership of accumulated “green tags” in compliance with and to the extent permitted by applicable Law and include, without limitation, rights under Section 1605(b) of the Energy Policy Act of 1992, and any present or future federal, state or local certification program or emissions trading program, including pursuant to the WREGIS Operating Rules.

**“Guaranteed Capacity”** means, as the context requires, the Guaranteed PV Capacity or the Guaranteed Storage Capacity.

**“Guaranteed Energy Production”** means an amount of PV Energy, as measured in MWh, equal to the product of the Guaranteed Energy Production Percentage and the total Expected Energy (as set forth on the Cover Sheet) for the applicable Performance Measurement Period.

**“Guaranteed Energy Production Percentage”** means [REDACTED]

**“Guaranteed PV Capacity”** means the generating capacity of the Generating Facility, as measured in MW-AC at the Interconnection Point (i.e., measured at the Generating Facility Meter and adjusted for Electrical Losses to the Interconnection Point), that Seller commits to install pursuant to this Agreement as set forth on the Cover Sheet.

**“Guaranteed RA Amount”** means the Net Qualifying Capacity (NQC) (in MW) of the Facility as set forth on the Cover Sheet that Seller commits to deliver to Buyer as Resource Adequacy Benefits in in the Facility Supply Plan for Buyer each Showing Month of the Delivery Term.

**“Guaranteed Storage Capacity”** means the maximum dependable operating capability of the Storage Facility to discharge Energy, as measured in MW-AC at the Interconnection Point (i.e.,

measured at the Storage Facility Meter and adjusted for Electrical Losses to the Interconnection Point) for four (4) hours of continuous discharge, that Seller commits to install pursuant to this Agreement as set forth on the Cover Sheet.

**“Guarantor”** means, with respect to Seller, any Person that (i) has an Investment Grade Credit Rating, (ii) has a tangible net worth of at least One Hundred Fifty Million Dollars (\$150,000,000), (iii) is incorporated or organized in a jurisdiction of the United States and is in good standing in such jurisdiction, and (iv) executes and delivers a Guaranty for the benefit of Buyer.

**“Guaranty”** means a guaranty from a Guarantor provided for the benefit of Buyer substantially in the form attached as Exhibit L.

**“IID”** means the Imperial Irrigation District or any successor entity performing similar functions.

**“Imbalance Energy”** means the amount of energy in MWh, in any given Settlement Period or Settlement Interval, by which the amount of PV Energy, Charging Energy, or Discharging Energy, as applicable, deviates from the amount of Scheduled Energy.

**“Import Capability”** means that portion of the Maximum Import Capability allocated by the CAISO that is necessary to support the importation of the Resource Adequacy Benefits from the Facility into the CAISO Market.

**“Indemnifiable Loss(es)”** has the meaning set forth in Section 16.1.

**“Indemnified Group”** has the meaning set forth in Section 16.1.

**“Initial Synchronization”** means the initial delivery of PV Energy to the Delivery Point.

**“Installed Capacity”** means the sum of (x) the Installed PV Capacity and (y) the Installed Storage Capacity.

**“Installed PV Capacity”** means the actual generating capacity of the Generating Facility, as measured in MW-AC at the Interconnection Point measured (i.e., measured at the Generating Facility Meter and adjusted for Electrical Losses to the Interconnection Point), that achieves Generating Facility Commercial Operation, as demonstrated by a performance test, adjusted for ambient conditions on the date of the performance test, and evidenced by a certificate substantially in the form attached as Exhibit I-2 hereto; *provided*, the Installed PV Capacity may not exceed the Guaranteed PV Capacity.

**“Installed Storage Capacity”** means the Effective Storage Capacity that achieves Commercial Operation, as measured in MW-AC at the Interconnection Point (i.e., measured at the Storage Facility Meter and adjusted for Electrical Losses to the Interconnection Point), that achieves Storage Facility Commercial Operation, as determined pursuant to a Storage Facility Commercial Operation Date Capacity Test and as evidenced by a certificate substantially in the form attached as Exhibit I-1 hereto; *provided*, the Installed Storage Capacity shall not exceed the Guaranteed Storage Capacity.

**“Interconnection Agreement”** means the interconnection agreement entered into by Seller pursuant to which the Facility will be interconnected with the Transmission System, and pursuant to which Seller’s Interconnection Facilities and any other Interconnection Facilities will be constructed, operated and maintained during the Contract Term.

**“Interconnection Capacity Limit”** means the maximum instantaneous amount of PV Energy that is permitted to be delivered by the Generating Facility to the Interconnection Point under Seller’s Interconnection Agreement, in the amount of the larger of the Guaranteed PV Capacity and Guaranteed Storage Capacity.

**“Interconnection Facilities”** means the interconnection facilities, control and protective devices and metering facilities required to connect the Facility with the Transmission System in accordance with the Interconnection Agreement.

**“Interconnection Point”** means the point at which the Interconnection Facilities connect the Facility with the Transmission System in accordance with the Interconnection Agreement.

**“Interest Rate”** has the meaning set forth in Section 8.2.

**“Interim Deliverability Status”** has the meaning set forth in the CAISO Tariff.

**“Inter-SC Trade”** or **“IST”** has the meaning set forth in the CAISO Tariff.

**“Investment Grade Credit Rating”** means a Credit Rating of BBB- or higher by S&P or Fitch or Baa3 or higher by Moody’s.

**“ITC”** means the investment tax credit established pursuant to Section 48 of the United States Internal Revenue Code of 1986.

**“Joint Powers Act”** means the Joint Exercise of Powers Act of the State of California (Government Code Section 6500 et seq.).

**“Joint Powers Agreement”** means that certain Joint Powers Agreement dated October 30, 2017, as amended from time to time, under which Buyer is organized as a Joint Powers Authority in accordance with the Joint Powers Act.

**“Law”** means any applicable law, statute, rule, regulation, decision, writ, order, decree or judgment, permit or any interpretation thereof, promulgated or issued by a Governmental Authority.

**“Lender”** means, collectively, any Person (i) providing senior or subordinated construction, interim, back leverage or long-term debt, tax equity financing or refinancing for or in connection with the development, construction, purchase, installation or operation of the Facility, whether that financing or refinancing takes the form of private debt (including back-leverage debt), public debt or any other form (including financing or refinancing provided to a member or other direct or indirect owner of Seller), including any Person directly or indirectly providing financing or refinancing for the Facility, and any trustee or agent or similar representative acting on their behalf, (ii) providing interest rate or commodity protection under an

agreement hedging or otherwise mitigating the cost of any of the foregoing obligations or (iii) participating in a lease financing (including a sale leaseback or leveraged leasing structure) with respect to the Facility.

**“Letter(s) of Credit”** means one or more irrevocable, standby letters of credit issued by a U.S. commercial bank or a foreign bank with a U.S. branch with such bank (a) having a Credit Rating of at least A- with an outlook designation of “stable” from S&P or A3 with an outlook designation of “stable” from Moody’s or (b) being reasonably acceptable to Buyer, in a form substantially similar to the letter of credit set forth in Exhibit K.

**“Licensed Professional Engineer”** means an independent, professional engineer selected by Seller and reasonably acceptable to Buyer, licensed in the State of California.

**“Local Capacity Area Resources”** has the meaning set forth in the CAISO Tariff.

**“Locational Marginal Price”** or **“LMP”** has the meaning set forth in the CAISO Tariff.

**“Losses”** means, with respect to any Party, an amount equal to the present value of the economic loss to it, if any (exclusive of Costs), resulting from termination of this Agreement for the remaining Contract Term, determined in a commercially reasonable manner. Factors used in determining economic loss to a Party may include, without limitation, reference to information supplied by one or more third parties, which shall exclude Affiliates of the Non-Defaulting Party, including without limitation, quotations (either firm or indicative) of relevant rates, prices, yields, yield curves, volatilities, spreads or other relevant market data in the relevant markets, comparable transactions, forward price curves based on economic analysis of the relevant markets, settlement prices for comparable transactions at liquid trading hubs (e.g., SP-15), all of which should be calculated for the remaining Contract Term and must include the value of Green Attributes, Resource Adequacy Benefits, and Renewable Energy Incentives.

**“Lost Output”** has the meaning set forth in Section 4.7.

**“Major Project Development Milestone”** has the meaning set forth in in Exhibit B.

**“Master File”** has the meaning set forth in the CAISO Tariff.

**“Maximum Charging Capacity”** has the meaning set forth in in Exhibit A.

**“Maximum Discharging Capacity”** has the meaning set forth in in Exhibit A.

**“Maximum Import Capability”** has the meaning set forth in the Tariff.

**“Milestones”** means the development activities for significant permitting, interconnection, financing and construction milestones set forth on the Cover Sheet.

**“Moody’s”** means Moody’s Investors Service, Inc., or its successors.

**“MW”** means megawatts in alternating current, unless expressly stated in terms of direct current.

“**MWh**” means megawatt-hour measured in alternating current, unless expressly stated in terms of direct current.

“**NERC**” means the North American Electric Reliability Corporation or any successor entity performing similar functions.

“**Net Qualifying Capacity**” or “**NQC**” has the meaning set forth in the CAISO Tariff.

“**Network Upgrades**” has the meaning set forth in the CAISO Tariff.

“**Non-Defaulting Party**” has the meaning set forth in Section 11.2.

“**Notice**” shall, unless otherwise specified in the Agreement, mean written communications by a Party to be delivered by hand delivery, United States mail, overnight courier service, or electronic messaging (e-mail).

“**Notice of Claim**” has the meaning set forth in Section 16.2.

“**Notification Deadline**” for a given Showing Month shall mean twenty (20) Business Days before the submission of the CAISO Supply Plan filings applicable to that Showing Month.

“**Participating Transmission Owner**” or “**PTO**” means an entity that owns, operates and maintains transmission or distribution lines and associated facilities or has entitlements to use certain transmission or distribution lines and associated facilities where the Facility is interconnected. For purposes of this Agreement, the Participating Transmission Owner is set forth in Exhibit A.

“**Party**” or “**Parties**” has the meaning set forth in the Preamble.

“**Performance Measurement Period**” means each two (2) consecutive Contract Years commencing with the first Contract Year so that the first Performance Measurement Period shall include Contract Years 1 and 2. For the avoidance of doubt, Performance Measurement Periods shall overlap, so that if the first Performance Measurement Period is comprised of Contract Years 1 and 2, the second Performance Measurement Period shall be comprised of Contract Years 2 and 3, the third Performance Measurement Period shall be comprised of Contract Years 3 and 4, and so on.

“**Performance Security**” means (i) cash or (ii) a Letter of Credit or (iii) a Guaranty in the amount set forth on the Cover Sheet.

“**Permitted Transferee**” means (i) any Affiliate of Seller or (ii) any entity that satisfies, or is controlled by another Person that satisfies, the following requirements:

(a) A tangible net worth of not less than one hundred million dollars (\$100,000,000) or an Investment Grade Credit Rating; and

(b) At least three (3) years of experience as of the in the ownership or operations of power generation facilities or two (2) years of experience as of the in the ownership or operations



of energy storage facilities similar to the Facility, or has retained a third-party with such experience to operate the Facility.

**“Person”** means any individual, sole proprietorship, corporation, limited liability company, limited or general partnership, joint venture, association, joint-stock company, trust, incorporated organization, institution, public benefit corporation, unincorporated organization, government entity or other entity.

**“PNode”** has the meaning set forth in the CAISO Tariff.

**“Planned Outage”** has the meaning set forth in Section 4.6(a).

**“Portfolio Content Category”** means PCC1, PCC2 or PCC3, as applicable.

**“Portfolio Content Category 1”** or **“PCC1”** means any Renewable Energy Credit associated with the generation of electricity from an Eligible Renewable Energy Resource consisting of the portfolio content set forth in California Public Utilities Code Section 399.16(b)(1), as may be amended from time to time or as further defined or supplemented by Law.

**“Portfolio Content Category 2”** or **“PCC2”** means any Renewable Energy Credit associated with the generation of electricity from an Eligible Renewable Energy Resource consisting of the portfolio content set forth in California Public Utilities Code Section 399.16(b)(2), as may be amended from time to time or as further defined or supplemented by Law.

**“Portfolio Content Category 3”** or **“PCC3”** means any Renewable Energy Credit associated with the generation of electricity from an Eligible Renewable Energy Resource consisting of the portfolio content set forth in California Public Utilities Code Section 399.16(b)(3), as may be amended from time to time or as further defined or supplemented by Law.

**“Product”** has the meaning set forth on the Cover Sheet.

**“Progress Report”** means a progress report including the items set forth in Exhibit E.

**“Prudent Operating Practice”** means (a) the applicable practices, methods and acts required by or consistent with applicable Laws and reliability criteria, and otherwise engaged in or approved by a significant portion of the electric utility and independent power producer industry during the relevant time period with respect to grid-interconnected, utility-scale generating facilities with integrated storage in the Western United States, or (b) any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Prudent Operating Practice is not intended to be limited to the optimum practice, method or act to the exclusion of all others, but rather to acceptable practices, methods or acts generally accepted in the industry with respect to grid-interconnected, utility-scale generating facilities with integrated storage in the Western United States. Prudent Operating Practice includes compliance with applicable Laws,

applicable reliability criteria, and the criteria, rules and standards promulgated in the National Electric Safety Code and the National Electrical Code, as they may be amended or superseded from time to time, including the criteria, rules and standards of any successor organizations.

**“Pseudo-Tie Resource”** means a generating facility and/or energy storage facility that is party to a FERC-approved Pseudo-Tie Participating Generator Agreement with the CAISO which allows for Resource Adequacy Benefits from the generating facility and/or energy storage facility to be imported into the CAISO as “unit-specific” or “resource specific” import RA Capacity pursuant to the CAISO Tariff.

**“PTC”** means the production tax credit established pursuant to Section 45 of the United States Internal Revenue Code of 1986.

**“PV Energy”** means, in any Settlement Interval or Settlement Period, all Energy delivered to the Delivery Point from the Generating Facility, net of Electrical Losses and Station Use, as measured at the Generating Facility Meter at the Generating Facility Metering Point, which Generating Facility Meter shall be adjusted in accordance with CAISO requirements applicable to Pseudo-Tie Resources to account for Electrical Losses to the Delivery Point.

**“Qualifying Capacity”** or **“QC”** has the meaning set forth in the CAISO Tariff.

**“RA Compliance Showings”** means the resource adequacy compliance or advisory showings (or similar successor showings), in each case, an entity is required to make to the CAISO pursuant to the CAISO Tariff, or to the CPUC (and, to the extent authorized by the CPUC, to the CAISO) pursuant to the Resource Adequacy Rulings.

**“RA Deficiency Amount”** has the meaning in Section 3.7(c).

**“RA Shortfall”** means, for each Showing Month beginning with the Showing Month that includes the Storage Facility Commercial Operation Date, the amount equal to (a) the Guaranteed RA Amount for such Showing Month, minus (b) the Deemed Delivered Capacity for such Showing Month, minus (c) the Net Qualifying Capacity of the Facility that is eligible to be qualified as Resource Adequacy Benefits by both the CPUC and CAISO for such Showing Month and included for Buyer in the Facility’s Supply Plan for such Showing Month; *provided, however*, that if the result of the foregoing equation is equal to or less than zero (0), then there is no RA Shortfall for such Month.

**“RA Shortfall Month”** means any Showing Month during the Delivery Term for which there is an RA Shortfall.

**“REC Payment”** has the meaning set forth in Exhibit C.

**“REC Rate”** has the meaning set forth on the Cover Sheet.

**“Remedial Action Plan”** has the meaning in Section 2.4.

**“Renewable Energy Credit”** or **“REC”** has the meaning set forth in California Public Utilities Code Section 399.12(h), as may be amended from time to time or as further defined or supplemented by Law.

**“Renewable Energy Incentives”** means: (a) all federal, state, or local Tax credits or other Tax benefits associated with the construction, ownership, or production of electricity from the Facility (including credits under Sections 38, 45, 46 and 48 of the Internal Revenue Code of 1986, as amended); (b) any federal, state, or local grants, subsidies or other like benefits relating in any way to the Facility; and (c) any other form of incentive relating in any way to the Facility that is not a Green Attribute or a Future Environmental Attribute.

**“Replacement Energy”** has the meaning set forth in Exhibit G.

**“Replacement Product”** has the meaning set forth in Exhibit G.

**“Replacement RA”** means, for any RA Shortfall Month, Resource Adequacy Benefits, if any, equivalent to those that would have been provided by the Facility with respect to the applicable RA Shortfall Month.

**“Resource Adequacy Benefits”** means the rights and privileges attached to the Capacity Attributes of the Facility that satisfy a load serving entity’s Resource Adequacy Requirements, including Flexible Capacity, as those obligations are set forth in any Resource Adequacy Rulings, as applicable for the relevant timeframe.

**“Resource Adequacy Plan”** has the meaning specified in the Tariff.

**“Resource Adequacy Requirements”** or **“RAR”** means the resource adequacy requirements established for load serving entities by the CPUC pursuant to the Resource Adequacy Rulings, by CAISO pursuant to the Tariff, or by any other Governmental Body having jurisdiction.

**“Resource Adequacy Rulings”** means all CPUC rulings and decisions governing Resource Adequacy Requirements that are currently in effect and applicable to the performance of this Agreement and any future ruling or decision, or any other resource adequacy Law, however described, as such decisions, rulings, Laws, rules or regulations may be amended or modified from time-to-time throughout the Delivery Term.

**“RPS Compliant”** means that all PV Energy generated by the Generating Facility and delivered to Delivery Point, together with all of the associated Green Attributes, qualify as “portfolio content category 1” eligible renewable resource under the RPS and meet the requirements of California Public Utilities Code Section 399.16(b)(1), as amended from time to time and any successor statute.

**“S&P”** means the Standard & Poor’s Financial Services, LLC (a subsidiary of S&P Global Inc.) or its successor.

**“SCADA Systems”** means the standard supervisory control and data acquisition systems to be installed by Seller as part of the Facility, including those system components that enable Seller to receive ADS and AGC instructions from the CAISO or similar instructions from Buyer’s

SC.

“**Schedule**” has the meaning set forth in the CAISO Tariff, and “**Scheduled**” has a corollary meaning.

“**Scheduled Energy**” means the PV Energy, Charging Energy, or Discharging Energy, as applicable, that clears under the applicable CAISO market based on the final Day-Ahead Schedule, FMM Schedule (as defined in the CAISO Tariff), or any other financially binding Schedule, market instruction or dispatch for the Facility for a given period of time implemented in accordance with the CAISO Tariff.

“**Scheduling Coordinator**” or “**SC**” means an entity certified by the CAISO as qualifying as a Scheduling Coordinator pursuant to the CAISO Tariff for the purposes of undertaking the functions specified in “Responsibilities of a Scheduling Coordinator,” of the CAISO Tariff, as amended from time to time.

“**Security Interest**” has the meaning set forth in Section 8.8.

“**Self-Schedule**” has the meaning set forth in the CAISO Tariff.

“**Seller**” has the meaning set forth on the Cover Sheet.

“**Seller’s WREGIS Account**” has the meaning set forth in Section 4.10(a).

“**Settlement Amount**” means the Non-Defaulting Party’s Costs and Losses, on the one hand, netted against its Gains, on the other. If the Non-Defaulting Party’s Costs and Losses exceed its Gains, then the Settlement Amount shall be an amount owing to the Non-Defaulting Party. If the Non-Defaulting Party’s Gains exceed its Costs and Losses, then the Settlement Amount shall be zero dollars (\$0). The Settlement Amount does not include consequential, incidental, punitive, exemplary or indirect or business interruption damages.

“**Settlement Interval**” has the meaning set forth in the CAISO Tariff.

“**Settlement Period**” has the meaning set forth in the CAISO Tariff.

“**Shared Facilities**” means the gen-tie lines, transformers, substations, or other equipment, permits, contract rights, and other assets and property (real or personal), in each case, as necessary to enable delivery of energy from the Facility (which is excluded from Shared Facilities) to the point of interconnection, including the Interconnection Agreement itself, that are used in common with third parties.

“**Showing Month**” shall be the calendar month of the Delivery Term that is the subject of the RA Compliance Showing, as set forth in the Resource Adequacy Rulings and outlined in the CAISO Tariff. For illustrative purposes only, pursuant to the CAISO Tariff and Resource Adequacy Rulings in effect as of the Effective Date, the monthly RA Compliance Showing made in June is for the Showing Month of August.

“**Site**” means the real property on which the Facility is or will be located, as further described in Exhibit A.

“**Site Control**” means that Seller (or, prior to the Delivery Term, its Affiliate): (a) owns or has the option to purchase the Site; (b) is the lessee or has the option to lease the Site; or (c) is the holder of an easement or an option for an easement, right-of-way grant, or similar instrument with respect to the Site.

“**Station Use**” means:

(a) The Energy produced or discharged by the Facility that is used within the Facility to power the lights, motors, control systems and other electrical loads that are necessary for operation of the Facility; and

(b) The Energy produced or discharged by the Facility that is consumed within the Facility’s electric energy distribution system as losses.

“**Storage Capacity**” means (a) the maximum dependable operating capability of the Storage Facility to discharge electric energy that can be sustained for four (4) consecutive hours and (b) any other products that may be developed or evolve from time to time during the Term that the Storage Facility is able to provide as the Facility is configured on the Storage Facility Commercial Operation Date and that relate to the maximum dependable operating capability of the Storage Facility to discharge electric energy

“**Storage Capacity Test**” means any test or retest of the capacity of the Storage Facility that Seller may conduct pursuant to Prudent Operating Procedures and Exhibit Q.

“**Storage Facility**” means the energy storage facility described on the Cover Sheet and in Exhibit A (including the operational requirements of the energy storage facility), located at the Site and including mechanical equipment and associated facilities and equipment required to receive Charging Energy from the Generating Facility and/or Interconnection Point and to deliver Discharging Energy to the Interconnection Point (but excluding any Shared Facilities), and as such storage facility may be expanded or otherwise modified from time to time in accordance with the terms of this Agreement.

“**Storage Facility Capacity Damages**” has the meaning set forth in Section 7(b) of Exhibit B.

“**Storage Facility COD Certificate**” has the meaning set forth in Exhibit B.

“**Storage Facility Commercial Operation**” has the meaning set forth in Exhibit B.

“**Storage Facility Commercial Operation Date**” has the meaning set forth in Exhibit B.

“**Storage Facility Commercial Operation Date Capacity Test**” means the Storage Capacity Test conducted in connection with Commercial Operation of the Storage Facility pursuant to Exhibit Q, including any additional Storage Capacity Test for additional Storage

Facility capacity installed after the Storage Facility Commercial Operation Date pursuant to Section 7(b) of Exhibit B.

**“Storage Facility Commercial Operation Delay Damages”** means an amount equal to [REDACTED]

**“Storage Facility Damage Payment”** means the dollar amount that [REDACTED] less any Storage Facility Commercial Operation Delay Damages paid by Seller.

**“Storage Facility Expected Commercial Operation Date”** means the date set forth on the Cover Sheet by which Seller reasonably expects to achieve Storage Facility Commercial Operation.

**“Storage Facility Guaranteed Commercial Operation Date”** means the date set forth on the Cover Sheet, as such date may be extended by the Development Cure Period.

**“Storage Facility Meter”** means the bi-directional CAISO Approved Meter, along with a compatible data processing gateway or remote intelligence gateway, telemetering equipment and data acquisition services sufficient for monitoring, recording and reporting, in real time, the amount of Charging Energy delivered to the Storage Facility Metering Points and the amount of Discharging Energy discharged from the Storage Facility at the Storage Facility Metering Points to the Delivery Point for the purpose of invoicing in accordance with Section 8.1. For clarity, the Facility will contain multiple measurement devices that will make up the Storage Facility Meter, and, unless otherwise indicated, references to the Storage Facility Meter shall mean all such measurement devices and the aggregated data of all such measurement devices, taken together.

**“Storage Facility Metering Points”** means the locations of the Storage Facility Meters shown on Exhibit P.

**“Stored Energy Level”** means, at a particular time, the amount of electric energy in the Storage Facility available to be discharged as Discharging Energy, expressed in MWh.

**“Supply Plan”** has the meaning provided in the CAISO Tariff.

**“System Emergency”** means any condition that requires, as determined and declared by CAISO or the PTO, automatic or immediate action to (i) prevent or limit harm to or loss of life or property, (ii) prevent loss of transmission facilities or generation supply in the immediate vicinity of the Facility, or (iii) to preserve Transmission System reliability.

**“Tax”** or **“Taxes”** means all U.S. federal, state and local and any foreign taxes, levies, assessments, surcharges, duties and other fees and charges of any nature imposed by a Governmental Authority, whether currently in effect or adopted during the Contract Term, including ad valorem, excise, franchise, gross receipts, import/export, license, property, sales and use, stamp, transfer, payroll, unemployment, income, and any and all items of withholding, deficiency, penalty, additions, interest or assessment related thereto.

**“Tax Credits”** means the PTC, ITC and any other state, local or federal production tax credit, depreciation benefit, tax deduction or investment tax credit specific to the production of renewable energy or investments in renewable energy facilities or investments in battery energy storage systems.

**“Terminated Transaction”** has the meaning set forth in Section 11.2(a).

**“Termination Payment”** has the meaning set forth in Section 11.3.

**“Transformer Failure”** means a failure of all or part of the Facility’s generator step-up transformer(s) or the Interconnection Facilities that was not caused by any action or inaction of Seller and that results in Seller being unable to deliver Energy from the Facility to the Interconnection Point.

**“Transmission Provider”** means any entity or entities transmitting or transporting the Facility Energy on behalf of Seller or Buyer to or from the Delivery Point.

**“Transmission System”** means the transmission facilities operated by the PTO, now or hereafter in existence, which provide energy transmission service to the CAISO grid from the Interconnection Point.

**“Ultimate Parent”** means **TBD**

**“Variable Energy Resource”** or **“VER”** has the meaning set forth in the CAISO Tariff.

**“WREGIS”** means the Western Renewable Energy Generation Information System or any successor renewable energy tracking program.

**“WREGIS Certificate Deficit”** has the meaning set forth in Section 4.10(e).

**“WREGIS Certificates”** has the same meaning as “Certificate” as defined by WREGIS in the WREGIS Operating Rules and are designated as eligible for complying with the California Renewables Portfolio Standard.

**“WREGIS Operating Rules”** means those operating rules and requirements adopted by WREGIS as of May 1, 2018, as subsequently amended, supplemented or replaced (in whole or in part) from time to time.

1.2 **Rules of Interpretation.** In this Agreement, except as expressly stated otherwise or unless the context otherwise requires:

(a) headings and the rendering of text in bold and italics are for convenience and reference purposes only and do not affect the meaning or interpretation of this Agreement;

(b) words importing the singular include the plural and vice versa and the masculine, feminine and neuter genders include all genders;

(c) the words “hereof”, “herein”, and “hereunder” and words of similar import shall refer to this Agreement as a whole and not to any particular provision of this Agreement;

(d) a reference to an Article, Section, paragraph, clause, Party, or Exhibit is a reference to that Section, paragraph, clause of, or that Party or Exhibit to, this Agreement unless otherwise specified;

(e) a reference to a document or agreement, including this Agreement means such document, agreement or this Agreement including any amendment or supplement to, or replacement, novation or modification of this Agreement, but disregarding any amendment, supplement, replacement, novation or modification made in breach of such document, agreement or this Agreement;

(f) a reference to a Person includes that Person’s successors and permitted assigns;

(g) the term “including” means “including without limitation” and any list of examples following such term shall in no way restrict or limit the generality of the word or provision in respect of which such examples are provided;

(h) references to any statute, code or statutory provision are to be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or reenacted, and include references to all bylaws, instruments, orders and regulations for the time being made thereunder or deriving validity therefrom unless the context otherwise requires;

(i) in the event of a conflict, a mathematical formula or other precise description of a concept or a term shall prevail over words providing a more general description of a concept or a term;

(j) references to any amount of money shall mean a reference to the amount in United States Dollars;

(k) words, phrases or expressions not otherwise defined herein that (i) have a generally accepted meaning in Prudent Operating Practice shall have such meaning in this Agreement or (ii) do not have well known and generally accepted meaning in Prudent Operating Practice but that have well known and generally accepted technical or trade meanings, shall have such recognized meanings; and

(l) each Party acknowledges that it was represented by counsel in connection with this Agreement and that it or its counsel reviewed this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

## **ARTICLE 2**

### **TERM; CONDITIONS PRECEDENT**

#### **2.1 Contract Term.**



(a) The term of this Agreement shall commence on the Effective Date and shall remain in full force and effect until the conclusion of the Delivery Term, subject to any early termination provisions set forth herein (“**Contract Term**”); *provided, however*, that Buyer’s obligations to pay for or accept any Product are subject to Seller’s completion of the conditions precedent pursuant to Section 2.2.

(b) Applicable provisions of this Agreement shall continue in effect after termination, including early termination, to the extent necessary to enforce or complete the duties, obligations or responsibilities of the Parties arising prior to termination. The confidentiality obligations of the Parties under Article 18 and all indemnity and audit rights shall remain in full force and effect for two (2) years following the termination of this Agreement.

2.2 **Conditions Precedent**. The conditions precedent to Seller obtaining Storage Facility Commercial Operation and Generating Facility Commercial Operation are set forth below.

(a) The Storage Facility Commercial Operation Date shall not commence until Seller completes each of the following conditions:

(i) Seller has delivered to Buyer (i) a completion certificate from a Licensed Professional Engineer substantially in the form of Exhibit H-1 and (ii) a certificate from a Licensed Professional Engineer substantially in the form of Exhibit I-1 setting forth the Installed Storage Capacity on the Storage Facility Commercial Operation Date;

(ii) If the Storage Facility Commercial Operation Date occurs prior to the Generating Facility Commercial Operation Date, an Interconnection Agreement between Seller and the PTO shall have been executed and delivered and be in full force and effect and a copy of the Interconnection Agreement delivered to Buyer;

(iii) If the Storage Facility Commercial Operation Date occurs prior to the Generating Facility Commercial Operation Date, a Pseudo-Tie Participating Generator Agreement and a Meter Service Agreement, if applicable, for the Facility between Seller and CAISO shall have been executed and delivered and be in full force and effect;

(iv) Seller has obtained CAISO Certification for the Storage Facility;

(v) Seller has obtained Firm Transmission rights sufficient to deliver in the larger of the Guaranteed PV Capacity or Guaranteed Storage Capacity to the Delivery Point and has provided documentation of the same to Buyer;

(vi) All applicable regulatory authorizations, approvals and permits required for the operation of the Storage Facility have been obtained and all required conditions thereof that are capable of being satisfied on the Storage Facility Commercial Operation Date have been satisfied and shall be in full force and effect;

(vii) Seller has paid Buyer for all amounts owing under this Agreement as of the Storage Facility Commercial Operation Date, if any, including Storage Facility Commercial Operation Delay Damages; and

(viii) Seller has delivered Performance Security to Buyer in an amount equal to [REDACTED] multiplied by the Guaranteed Storage Capacity.

(b) The Generating Facility Commercial Operation Date shall not commence until Seller completes each of the following conditions:

(i) Seller has delivered to Buyer (i) a completion certificate from a Licensed Professional Engineer substantially in the form of Exhibit H-2 and (ii) a certificate from a Licensed Professional Engineer substantially in the form of Exhibit I-2 setting forth the Installed PV Capacity on the Generating Facility Commercial Operation Date;

(ii) If the Generating Facility Commercial Operation Date occurs prior to the Storage Facility Commercial Operation Date, an Interconnection Agreement between Seller and the PTO shall have been executed and delivered and be in full force and effect and a copy of the Interconnection Agreement delivered to Buyer;

(iii) If the Generating Facility Commercial Operation Date occurs prior to the Storage Facility Commercial Operation Date, a Pseudo-Tie Participating Generator Agreement and a Meter Service Agreement, if applicable, between Seller and CAISO for the Facility shall have been executed and delivered and be in full force and effect;

(iv) All applicable regulatory authorizations, approvals and permits required for the operation of the Generating Facility have been obtained and all required conditions thereof that are capable of being satisfied on the Generating Facility Commercial Operation Date have been satisfied and shall be in full force and effect;

(v) Seller has received CEC Precertification of the Generating Facility (and reasonably expects to receive final CEC Certification and Verification for the Generating Facility in no more than one hundred eighty (180) days from the Generating Facility Commercial Operation Date);

(vi) Seller (with the reasonable participation of Buyer) shall have completed all applicable WREGIS registration requirements that are reasonably capable of being completed prior to the Generating Facility Commercial Operation Date under WREGIS rules, including (as applicable) the completion and submittal of all applicable registration forms and supporting documentation, which may include applicable interconnection agreements, informational surveys related to the Facility, QRE service agreements, and other appropriate documentation required to effect Facility registration with WREGIS and to enable Renewable Energy Credit transfers related to the Facility within the WREGIS system

(vii) Seller has paid Buyer for all amounts owing under this Agreement as of the Generating Facility Commercial Operation Date, if any, including Generating Facility Commercial Operation Delay Damages; and

(viii) Seller has delivered Performance Security to Buyer in an amount equal to [REDACTED] multiplied by the Guaranteed PV Capacity.

2.3 **Development; Construction; Progress Reports.** Within fifteen (15) days after the close of (i) each calendar quarter from the first calendar quarter following the Effective Date until the Construction Start Date, and (ii) each calendar month from the first calendar month following the Construction Start Date until the later to occur of the Storage Facility Commercial Operation Date and the Generating Facility Commercial Operation Date, Seller shall provide to Buyer a Progress Report and shall be available to hold regularly scheduled meetings between representatives of Buyer and Seller to review such monthly reports and discuss Seller's construction progress. The form of the Progress Report is set forth in Exhibit E, and shall include such additional information as may be reasonably requested by Buyer from time to time. Seller shall also provide Buyer with any reasonable requested documentation (subject to confidentiality restrictions) directly related to the achievement of Milestones within ten (10) Business Days of receipt of such request by Seller. For the avoidance of doubt, as between Seller and Buyer, Seller is solely responsible for the design and construction of the Facility, including the location of the Site, obtaining all permits and approvals to build the Facility, the Facility layout, and the selection and procurement of the equipment comprising the Facility.

2.4 **Remedial Action Plan.** If Seller (a) misses three (3) or more Milestones, or (b) misses any one (1) Milestone by more than ninety (90) days, except as the result of Force Majeure Event or Buyer Default, Seller shall submit to Buyer, within ten (10) Business Days after the occurrence of (a) or (b), a remedial action plan ("**Remedial Action Plan**"), which will describe in detail any delays (actual or anticipated) beyond the scheduled Milestone dates, including the cause of the delay, if known (e.g., governmental approvals, financing, property acquisition, design activities, equipment procurement, project construction, interconnection, or any other factor), Seller's detailed description of its proposed course of action to achieve the missed Milestones and all subsequent Milestones by the Storage Facility Guaranteed Commercial Operation Date or Generating Facility Guaranteed Commercial Operation Date, as applicable; *provided*, delivery of any Remedial Action Plan shall not relieve Seller of its obligation to provide Remedial Action Plans with respect to any subsequent Milestones and to achieve the Storage Facility Guaranteed Commercial Operation Date or Generating Facility Guaranteed Commercial Operation Date, as applicable, in accordance with the terms of this Agreement. Subject to the provisions of Exhibit B, so long as Seller complies with its obligations under this Section 2.4, Seller shall not be considered in default of its obligations under this Agreement solely as a result of missing any Milestone.

### ARTICLE 3 PURCHASE AND SALE

3.1 **Purchase and Sale of Product.** Subject to the terms and conditions of this Agreement, during the Delivery Term, Buyer will purchase and receive all of the Product produced by or associated with the Facility at the Contract Price and in accordance with Exhibit C, and Seller shall supply and deliver to Buyer all of the Product produced by or associated with the Facility (net of applicable losses). At its sole discretion, Buyer may during the Delivery Term re-sell all or a portion of the Product, provided that no such re-sale shall relieve Buyer of any obligations hereunder, and provided further that in no event shall Seller make, or be deemed to make, any retail sale under this Agreement. During the Delivery Term, Buyer will have exclusive rights to offer, bid, or otherwise submit the Product, from the Facility after the Delivery Point for resale into the market or to any third party, and retain and receive any and all related revenues. Subject to Buyer's obligation to purchase Product in accordance with this Section 3.1 and Exhibit C, Buyer has no

obligation to purchase from Seller any Product for which the associated PV Energy is not or cannot be delivered to the Delivery Point as a result of an outage of the Facility, a Force Majeure Event, or a Curtailment Order.

3.2 **Sale of Green Attributes.** During the Delivery Term and in accordance with Section 4.10, Seller shall sell and deliver to Buyer, and Buyer shall purchase and receive from Seller, all Green Attributes attributable to the PV Energy generated by the Generating Facility.

3.3 **Imbalance Energy.** Buyer and Seller recognize that in any given Settlement Period the amount of PV Energy, Charging Energy, or Discharging Energy, as applicable, may deviate from the amount of PV Energy, Charging Energy, or Discharging Energy, as applicable, scheduled with the CAISO. To the extent there are such deviations, any costs or revenues from such imbalances shall be allocated to Seller as Scheduling Coordinator for the Facility.

3.4 **Ownership of Renewable Energy Incentives.** Seller shall have all right, title and interest in and to all Renewable Energy Incentives. Buyer acknowledges that any Renewable Energy Incentives belong to Seller. If any Renewable Energy Incentives, or values representing the same, are initially credited or paid to Buyer, Buyer shall cause such Renewable Energy Incentives or values relating to same to be assigned or transferred to Seller without delay. Buyer shall reasonably cooperate with Seller, at Seller's sole expense, in Seller's efforts to meet the requirements for any certification, registration, or reporting program relating to Renewable Energy Incentives. The Parties intend for the Facility (including the Storage Facility) to maintain eligibility for all available Renewable Energy Incentives and Tax Credits, including ITC, and Buyer and Seller each agree to cooperate reasonably as required to maintain such eligibility and to avoid risk of recapture of any Renewable Energy Incentives or Tax Credits, including ITC; *provided*, Buyer shall not be required to incur any associated third party costs unless Seller agrees to reimburse Buyer for such costs; *provided further*, Buyer's cooperation shall not require it to make any material modifications to this Agreement.

3.5 **Future Environmental Attributes.**

(a) The Parties acknowledge and agree that as of the Effective Date, environmental attributes sold under this Agreement are restricted to Green Attributes; *however*, Future Environmental Attributes may be created by a Governmental Authority through Laws enacted after the Effective Date. Subject to the final sentence of this Section 3.5(a), and Section 3.5(b), in such event, Buyer shall bear all costs and risks associated with the transfer, qualification, verification, registration and ongoing compliance for such Future Environmental Attributes, but there shall be no increase in the Contract Price. Upon Seller's receipt of Notice from Buyer of Buyer's intent to claim such Future Environmental Attributes, the Parties shall determine the necessary actions and additional costs associated with such Future Environmental Attributes. Seller's decision not to take action or incur costs to allow for such Future Environmental Attributes shall not be considered an Event of Default or otherwise give rise to any Seller liability. Seller shall have no obligation to bear any costs, losses or liability, or alter the Facility or the operation of the Facility, unless the Parties have agreed on all necessary terms and conditions relating to such alteration or change in operation and Buyer has agreed to reimburse Seller for all costs, losses, and liabilities associated with such alteration or change in operation.

(b) If Buyer elects to receive Future Environmental Attributes pursuant to Section 3.5(a), the Parties agree to negotiate in good faith with respect to the development of further agreements and documentation necessary to effectuate the transfer of such Future Environmental Attributes, including agreement with respect to (i) appropriate transfer, delivery and risk of loss mechanisms, and (ii) appropriate allocation of any additional costs to Buyer, as set forth above (in any event subject to Section 3.10); *provided*, that the Parties acknowledge and agree such terms are not intended to alter the other material terms of this Agreement.

3.6 **Reserved.**

3.7 **Resource Adequacy Benefits.** Seller shall use commercially reasonable efforts to qualify the Facility as a Pseudo-Tie Resource with the CAISO pursuant to the CAISO's New Resource Implementation process (as defined in the CAISO Tariff) no less than one hundred and twenty (120) days prior to the Storage Facility Commercial Operation Date. Seller shall provide periodic progress reports to Buyer on the status of these efforts. If the CAISO rejects the Facility as a Pseudo-Tie Resource notwithstanding the commercially reasonable efforts of Seller, then Seller shall have up to one hundred and twenty (120) days from receiving notice of such rejection from CAISO to cure the rejection and obtain CAISO approval of the Facility as a Pseudo-Tie Resource. If and when Seller provides written notice to Buyer that it has been unable to qualify the Facility as a Pseudo-Tie Resource after this one-hundred and twenty (120) day cure period, Seller may elect to qualify the Facility as a Dynamic System Resource, and subsequent to Seller's qualification of the Facility as a Dynamic System Resource, the Parties shall amend the Agreement to replace requirements for Seller to obtain and maintain Pseudo-Tie Resource status with requirements for Seller to obtain and maintain Dynamic System Resource status. If Seller fails to qualify the Facility as a Pseudo-Tie Resource and also fails to qualify the Facility as a Dynamic System Resource by the date that is sixty (60) days after the Storage Facility Guaranteed Commercial Operation Date, as may be extended by a Development Cure Period, then Seller shall pay to Buyer liquidated damages in an amount equal to the Storage Facility Damage Payment and the obligations of Buyer and Seller under this Agreement with respect to the purchase and sale of Resource Adequacy Benefits will terminate as further described in Section 3 of Exhibit B.

(b) Throughout the Delivery Term, Seller grants, pledges, assigns and otherwise commits to Buyer all the Capacity Attributes from the Facility. Throughout the Delivery Term, and subject to Section 3.10, Seller shall use commercially reasonable efforts to ensure that the Facility qualifies to provide Resource Adequacy Benefits to Seller. Throughout the Delivery Term, and subject to Section 3.10, Seller hereby covenants and agrees to transfer all of the Resource Adequacy Benefits from the Facility to Buyer. Subject to Section 3.10, Seller and its Scheduling Coordinator shall take all steps necessary pursuant to Section 3.7(d) to deliver Resource Adequacy Benefits to Buyer each Showing Month of the Delivery Term. For each RA Shortfall Month, Seller shall pay to Buyer the RA Deficiency Amount as liquidated damages and/or provide Replacement RA, as set forth in Section 3.7(c), as the sole and exclusive remedy for the Resource Adequacy Benefits that Seller failed to convey to Buyer.

(c) For each RA Shortfall Month, Seller shall pay to Buyer an amount (the "**RA Deficiency Amount**") equal to

provided, if Seller anticipates that it will have an RA Shortfall Month, Seller may, as an alternative to paying some or all of the RA Deficiency Amounts, provide Replacement RA up to the amount of the RA Shortfall for such RA Shortfall Month; *provided further*, any Replacement RA capacity shall be communicated by Seller to Buyer with Replacement RA product information in a written Notice substantially in the form of Exhibit M at least fifty (50) Business Days before the applicable Showing Month.

(d) No later than the Notification Deadline corresponding to each Showing Month of the Delivery Term, Seller shall submit, or cause each Facility's Scheduling Coordinator to submit, Supply Plans to identify and confirm the Resource Adequacy Benefits provided to Buyer for each Showing Month from each Facility. Resource Adequacy Benefits are delivered and received when the CIRA Tool shows that the Supply Plan for the Facility has been accepted by the CAISO. If CAISO rejects either the Supply Plan or Buyer's Resource Adequacy Plans with respect to any part of the Resource Adequacy Benefits in any Showing Month, the Parties shall confer, make such corrections as are necessary for acceptance, and resubmit the corrected Supply Plans or Resource Adequacy Plans for validation before the applicable Notification Deadline for the relevant Showing Month.

(e) Pursuant to the CAISO's available import commitment process described in the CAISO Business Practice Manual for Reliability Requirements, Buyer shall use commercially reasonable efforts to obtain and maintain the Import Capability necessary to support the importation of the entire amount of Resource Adequacy Benefits available from the Facility into the CAISO. To the extent Buyer does not or cannot maintain Import Capability necessary to support the importation of the entire amount of Resource Adequacy Benefits available from the Facility into the CAISO for reasons other than a Seller failure under this Agreement or the inability of Seller to maintain the Facility as a Pseudo-Tie Resource or Dynamic System Resource, the capacity that is not imported shall constitute Deemed Delivered Capacity.

(f) During the Term, and subject to Section 3.10, Seller shall take all commercially reasonable administrative actions, including complying with all applicable registration and reporting requirements, and execute all documents or instruments necessary to enable Buyer to use all of the Resource Adequacy Benefits committed by Seller to Buyer pursuant to this Agreement.

3.8 **CEC Certification and Verification**. Subject to Section 3.10 and in accordance with the timing set forth in this Section 3.8, Seller shall take all necessary steps including, but not limited to, making or supporting timely filings with the CEC to obtain and maintain CEC Certification and Verification throughout the Delivery Term, including compliance with all requirements for certified facilities set forth in the current version of the *RPS Eligibility Guidebook* (or its successor) that are applicable to the Generating Facility. Seller shall obtain CEC Precertification by the Generating Facility Commercial Operation Date. Within thirty (30) days after the Generating Facility Commercial Operation Date, Seller shall apply with the CEC for final CEC Certification and Verification. Within one hundred eighty (180) days after the Generating Facility Commercial Operation Date, Seller shall obtain and (subject to Section 3.10) maintain throughout the remainder of the Delivery Term the final CEC Certification and Verification, which deadline will be extended on a day-for-day basis if there is a delay in CEC Certification and Verification and that delay is caused by any reason other than an act or omission of Seller. Seller must promptly notify Buyer and

the CEC of any changes to the information included in Seller's application for CEC Certification and Verification.

### 3.9 **RPS Standard Terms and Conditions.**

(a) Seller warrants that all necessary steps to allow the Renewable Energy Credits transferred to Buyer to be tracked in WREGIS will be taken prior to the first delivery under this Agreement.

(b) Seller, and, if applicable, its successors, represents and warrants that throughout the Delivery Term of this Agreement that: (i) the Generating Facility or Facility, as applicable, qualifies and is certified by the CEC as an Eligible Renewable Energy Resource as such term is defined in Public Utilities Code Section 399.12 or Section 399.16; and (ii) the Generating Facility's electrical energy output delivered to Buyer qualifies under the requirements of the California Renewables Portfolio Standard. To the extent a change in law occurs after execution of this Agreement that causes this representation and warranty to be materially false or misleading, it shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such change in law. The term "commercially reasonable efforts" as used in this Section 3.9 means efforts consistent with and subject to Section 3.10.

(c) Seller and, if applicable, its successors, represents and warrants that throughout the Delivery Term of this Agreement the renewable energy credits transferred to Buyer conform to the definition and attributes required for compliance with the California Renewables Portfolio Standard, as set forth in California Public Utilities Commission Decision 08-08-028, and as may be modified by subsequent decision of the California Public Utilities Commission or by subsequent legislation. To the extent a change in law occurs after execution of this Agreement that causes this representation and warranty to be materially false or misleading, it shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such change in law.

### 3.10 **Compliance Expenditure Cap.**

(a) If a change in Law occurring after the Effective Date has increased Seller's known or reasonably expected costs (i) to cause the Generating Facility, the PV Energy generated by the Generating Facility, or the associated Green Attributes to be RPS Compliant or to obtain, maintain, convey or effectuate Buyer's use of any Green Attributes, or (ii) to obtain, maintain, convey or effectuate Buyer's use of Resource Adequacy Benefits, or (iii) a change in WREGIS Operating Rules after the Effective Date increases Seller's costs to comply with its obligations under Section 4.10, then the Parties agree that the maximum aggregate amount of out-of-pocket costs and expenses ("**Compliance Costs**") Seller shall be required to bear during the Delivery Term to comply with all of such obligations shall be capped at [REDACTED] ("**Compliance Expenditure Cap**") in the aggregate for all Compliance Actions; *provided, however*, that Seller's obligation to take Compliance Actions with respect to obtaining, maintaining, conveying or effectuating Buyer's use of Resource Adequacy Benefits, including any payments made by Seller pursuant to Section 3.10(e) below, shall be limited to a sub-cap [REDACTED] ("**Storage Facility Compliance Expenditure Sub-Cap**"). Seller's internal

administrative costs associated with obtaining, maintaining, conveying or effectuating Buyer's use of (as applicable) any Product are excluded from the Storage Facility Compliance Expenditure Sub-Cap and the Compliance Expenditure Cap.

(b) Any actions required for Seller to comply with its obligations set forth in the first paragraph above, the Compliance Costs of which will be included in the Storage Facility Compliance Expenditure Sub-Cap or the Compliance Expenditure Cap, shall be referred to collectively as the "**Compliance Actions**."

(c) If Seller reasonably anticipates the need to incur Compliance Costs in excess of the Storage Facility Compliance Expenditure Sub-Cap or the Compliance Expenditure Cap, as applicable, in order to take any Compliance Action Seller shall provide Notice to Buyer of such anticipated Compliance Costs.

(d) If the Compliance Costs exceed the Storage Facility Compliance Expenditure Sub-Cap or the Compliance Expenditure Cap, as applicable, then Buyer will have sixty (60) days to evaluate such Notice (during which time period Seller is not obligated to take any Compliance Actions described in the Notice) and shall, within such time: (1) agree to pay to Seller the Compliance Costs that exceed the Storage Facility Compliance Expenditure Sub-Cap or the Compliance Expenditure Cap, as applicable (such Buyer-agreed upon costs, the "**Accepted Compliance Costs**") on terms and conditions to be set forth in a written amendment to this Agreement, or (2) waive Seller's obligation to take such Compliance Actions, or any part thereof for which Buyer has not agreed to reimburse Seller. If Buyer does not respond to a Notice given by Seller under this Section 3.10 within sixty (60) days after Buyer's receipt of same, Buyer shall be deemed to have waived its rights to require Seller to take the Compliance Actions that are the subject of the Notice, and Seller shall have no further obligation to take, and no liability for any failure to take, such Compliance Actions described in the Notice. If Buyer agrees to pay the Accepted Compliance Costs, then Seller shall take such Compliance Actions covered by the Accepted Compliance Costs as agreed upon by the Parties and Buyer shall reimburse Seller for Seller's actual costs to effect the Compliance Actions, not to exceed the Accepted Compliance Costs, in accordance with the payment terms agreed upon by the Parties.

(e) Notwithstanding anything to the contrary in this Agreement, until the Storage Facility Compliance Expenditure Sub-Cap has been reached, if a change in Law occurring after the Effective Date causes the Storage Facility to have a Qualifying Capacity of less than the Guaranteed RA Amount, then Seller shall have the option, with Buyer's consent, to either: (i) take actions, which may include modifying the Storage Facility, to increase the Storage Facility's Qualifying Capacity to at least the Guaranteed RA Amount, the cost of which will be deemed Compliance Costs hereunder; or (ii) pay Buyer an amount equal to the Storage Facility Compliance Expenditure Sub-Cap minus the aggregate Compliance Costs incurred by Seller with respect to the anticipated RA Shortfalls as of such time, which payment will be deemed a Compliance Cost hereunder. Once Seller's aggregate Compliance Costs associated with Seller's obligation to take Compliance Actions with respect to the Resource Adequacy Benefits reaches the Storage Facility Compliance Expenditure Sub-Cap, Seller will have no further obligation to increase the Storage Facility's Qualifying Capacity under this Section 3.10(e).



3.11 **Project Configuration**. In order to optimize the benefits of the Facility, Buyer and Seller each agree that if requested by the other Party, then Buyer and Seller will discuss in good faith potential amendments to this Agreement to address a potential reconfiguration of the Facility or Interconnection Facilities; *provided*, neither Party shall be obligated to agree to any changes under this Agreement, or to incur any expense in connection with such changes, except under terms mutually acceptable to both Parties (and Seller's Lenders) as set forth in a written agreement executed by the Parties.

3.12 **Bridge RA**. In consideration of Buyer's agreement to enter into this Amended and Restated Renewable Power Purchase Agreement to replace the Original PPA and extend the "Guaranteed Commercial Operation Date" set forth in the Original PPA, beginning on June 1, 2023 and continuing through the Storage Facility Commercial Operation Date, Seller shall provide to Buyer Resource Adequacy Benefits equivalent to those that would have been provided by the Facility if the Facility had achieved the "Guaranteed Commercial Operation Date" set forth in the Original PPA (the "**Bridge RA**").

[REDACTED]

3.13 **Bridge RECs**. In consideration of Buyer's agreement to enter into this Amended and Restated Renewable Power Purchase Agreement to replace the Original PPA and extend the "Guaranteed Commercial Operation Date" set forth in the Original PPA, beginning on January 1, 2024 and continuing through December 31, 2024, Seller shall sell to Buyer up to 250,000 MWh of PCC1-eligible renewable energy to replace those that would have been provided by the Facility if the Facility had achieved the "Guaranteed Commercial Operation Date" set forth in the Original PPA (the "**Bridge RECs**").

[REDACTED]

## ARTICLE 4 OBLIGATIONS AND DELIVERIES

### 4.1 **Delivery**.

(a) **Energy**. Subject to the provisions of this Agreement, commencing on the Generating Facility Commercial Operation Date with respect to PV Energy and Green Attributes and the Storage Facility Commercial Operation Date with respect to Resource Adequacy Benefits and through the end of the Contract Term, Seller shall supply and deliver the Product to Buyer at the Delivery Point, and Buyer shall take delivery of the Product at the Delivery Point in accordance with the terms of this Agreement. Seller will be responsible for paying or satisfying when due any costs or charges imposed in connection with the delivery of Facility Energy to the Delivery Point, including without limitation, Station Use, Electrical Losses, any costs associated with delivering the Charging Energy from the Generating Facility and/or the Delivery Point to the Storage Facility, and any operation and maintenance charges imposed on Seller by the Transmission Provider directly relating to the Facility's operations. Buyer shall be responsible for all costs, charges and penalties, if any, imposed in connection with the delivery of Facility Energy at and after the

Delivery Point, including without limitation transmission costs and transmission line losses. The Facility Energy will be scheduled with the CAISO by Seller (or Seller's designated Scheduling Coordinator for the Facility) in accordance with Exhibit D.

(b) Green Attributes. All Green Attributes associated with the PV Energy during the Delivery Term are exclusively dedicated to and will be conveyed to Buyer. Seller represents and warrants that Seller holds the rights to all Green Attributes from the PV Energy, and Seller agrees to convey and hereby conveys all such Green Attributes to Buyer as included in the delivery of the Product from the Facility.

#### 4.2 **Title and Risk of Loss**.

(a) Energy. Title to and risk of loss related to the Facility Energy, shall pass and transfer from Seller to Buyer at the Delivery Point. Seller warrants that all Product delivered to Buyer is free and clear of all liens, security interests, claims and encumbrances of any kind.

(b) Green Attributes. Title to and risk of loss related to the Green Attributes associated with the PV Energy shall pass and transfer from Seller to Buyer upon the transfer of such Green Attributes in accordance with WREGIS.

4.3 **Forecasting**. No less than forty-five (45) days before (i) the first day of the first Contract Year of the Delivery Term and (ii) at the beginning of each calendar quarter for every subsequent twelve month period during the Delivery Term, Seller shall provide to Buyer a non-binding forecast of each month's expected energy, for the following twelve month period in a form substantially similar to the table found in Exhibit F, or as reasonably requested by Buyer. To the extent there is a reduction in the expected energy for any given month in excess of ten percent (10%) during the upcoming twelve month period, Seller will promptly provide Buyer with an updated forecast.

4.4 **Notification of Forced Facility Outages**. Notwithstanding anything to the contrary herein, Seller shall promptly notify Buyer of any Forced Facility Outages that Seller reasonably expects will reduce expected energy for any given month in excess of five percent (5%), and Seller shall keep Buyer informed of any developments that will materially affect either the duration of the outage or the availability of the Facility during or after the end of the outage.

4.5 **Storage Facility Dispatch**. Buyer shall have no right to dispatch the Storage Facility during the Delivery Term.

4.6 **Reduction in Delivery Obligation**. For the avoidance of doubt, and in no way limiting Section 3.1 or Exhibit G:

(a) Facility Maintenance. Seller shall be permitted to reduce deliveries of Product other than Resource Adequacy Benefits during any period of scheduled maintenance on the Facility (a "**Planned Outage**").

(b) Forced Facility Outage. Seller shall be permitted to reduce deliveries of Product other than Resource Adequacy Benefits during any Forced Facility Outage. Seller shall provide Buyer with Notice and expected duration (if known) of any Forced Facility Outage.

(c) System Emergencies and other Interconnection Events. Seller shall be permitted to reduce deliveries of Product other than Resource Adequacy Benefits during any period of System Emergency, or upon Notice of a Curtailment Order pursuant to the terms of this Agreement, the Interconnection Agreement or applicable tariff.

(d) Force Majeure Event. Seller shall be permitted to reduce deliveries of Product during any Force Majeure Event.

(e) Buyer Default. Seller shall be permitted to reduce deliveries of Product during any period in which there is Buyer Default.

(f) Health and Safety. Seller shall be permitted to reduce deliveries of Product other than Resource Adequacy Benefits as necessary to maintain health and safety pursuant to Section 6.2.

4.7 **Guaranteed Energy Production.** Seller shall be required to deliver to Buyer no less than the Guaranteed Energy Production in each Performance Measurement Period. For purposes of determining whether Seller has achieved the Guaranteed Energy Production, Seller shall be deemed to have delivered to Buyer PV Energy in the amount it could reasonably have generated from the Generating Facility and delivered to Buyer but was prevented from delivering to Buyer by reason of any Force Majeure Events, System Emergency, Storage Capacity Tests, Buyer's Default or other failure to perform, and Curtailment Periods ("**Lost Output**"). If Seller fails to achieve the Guaranteed Energy Production amount in any Performance Measurement Period, Seller shall pay Buyer damages calculated in accordance with Exhibit G; *provided*, Seller may, as an alternative, provide Replacement Product (as defined in Exhibit G) delivered to Buyer at SP15 within ninety (90) days after the conclusion of the applicable Performance Measurement Period and within the same calendar year in the event Seller fails to deliver the Guaranteed Energy Production during any Performance Measurement Period. On a day ahead basis, Seller shall provide a notice via e-mail to Buyer's "scheduling" contact identified in Exhibit N identifying the electric generating facility(ies) that will provide Replacement Product for the following day and the volume of Replacement Product to be provided by each such facility, which may be expressed as a percentage of the applicable facility's output. Buyer will pay Seller for all such Replacement Product pursuant to Exhibit C as if such Replacement Product is PV Energy.

4.8 **Green-e Certification.** Seller shall, at its sole expense, but subject to Section 3.10, take all actions and execute all documents or instruments necessary to ensure that the Generating Facility is eligible for Green-e certification.

4.9 **Storage Capacity Tests.** Prior to the Storage Facility Commercial Operation Date, Seller shall schedule and complete a Storage Capacity Test. Thereafter, Seller and Buyer shall have the right to run additional Storage Capacity Tests in accordance with Exhibit Q. Following each Storage Capacity Test, Seller shall submit a testing report in accordance with Exhibit Q. If the actual capacity determined pursuant to a Storage Capacity Test varies from the then-current Effective Storage Capacity, then the actual capacity determined pursuant to such Storage Capacity Test shall become the new Effective Storage Capacity at the beginning of the day following the completion of the test for all purposes under this Agreement until a revised Effective Storage Capacity is determined pursuant to a subsequent Storage Capacity Test.

4.10 **WREGIS.** Seller shall, at its sole expense, but subject to Section 3.10, take all actions and execute all documents or instruments necessary to ensure that all WREGIS Certificates associated with all Renewable Energy Credits corresponding to all PV Energy are issued and tracked for purposes of satisfying the requirements of the California Renewables Portfolio Standard and transferred in a timely manner to Buyer for Buyer's sole benefit. Seller shall transfer the Renewable Energy Credits to Buyer. Seller shall comply with all Laws, including the WREGIS Operating Rules, regarding the certification and transfer of such WREGIS Certificates to Buyer and Buyer shall be given sole title to all such WREGIS Certificates.

(a) Prior to the Generating Facility Commercial Operation Date, Seller shall register the Facility and or Generating Facility, as applicable, with WREGIS and establish an account with WREGIS ("**Seller's WREGIS Account**"), which Seller shall maintain until the end of the Delivery Term. Seller shall transfer the WREGIS Certificates using "**Forward Certificate Transfers**" (as described in the WREGIS Operating Rules) from Seller's WREGIS Account to the WREGIS account(s) of Buyer or the account(s) of a designee that Buyer identifies by Notice to Seller ("**Buyer's WREGIS Account**"). Seller shall be responsible for all expenses associated with registering the Facility with WREGIS, establishing and maintaining Seller's WREGIS Account, paying WREGIS Certificate issuance and transfer fees, and transferring WREGIS Certificates from Seller's WREGIS Account to Buyer's WREGIS Account.

(b) Seller shall cause Forward Certificate Transfers to occur on a monthly basis in accordance with the certification procedure established by the WREGIS Operating Rules. Since WREGIS Certificates will only be created for whole MWh amounts of PV Energy generated, any fractional MWh amounts (i.e., kWh) will be carried forward until sufficient generation is accumulated for the creation of a WREGIS Certificate.

(c) Seller shall, at its sole expense, ensure that the WREGIS Certificates for a given calendar month correspond with the PV Energy for such calendar month as evidenced by the Facility's metered data. Seller shall comply with any requirements of the CPUC, CEC, WREGIS and/or California Air Resources Board applicable to entities delivering RPS-eligible energy into the CAISO market with respect to documenting and reporting e-tags, including, as applicable, any requirements to match e-tags to WREGIS Certificate creation. Seller agrees to provide Buyer any such information as may be reasonably required by Buyer to comply with any requirements to match e-tags to WREGIS Certificate creation, including the CPUC's *PCC Classification Review Process Handbook* and any additional requirements.

(d) Due to the ninety (90) day delay in the creation of WREGIS Certificates relative to the timing of invoice payment under Section 8.2, Buyer shall make an invoice payment for a given month in accordance with Section 8.2 before the WREGIS Certificates for such month are formally transferred to Buyer in accordance with the WREGIS Operating Rules and this Section 4.10. Notwithstanding this delay, Buyer shall have all right and title to all such WREGIS Certificates upon payment to Seller in accordance with Section 8.2.

(e) A "**WREGIS Certificate Deficit**" means any deficit or shortfall in WREGIS Certificates delivered to Buyer for a calendar month as compared to the PV Energy for the same calendar month ("**Deficient Month**"). For avoidance of doubt, the Parties understand and acknowledge that, as of the Effective Date, the CEC *RPS Eligibility Guidebook* requires a

reduction to the amount of PV Energy relative to WREGIS Certificate generation to account for Storage Facility efficiency losses, and as such a WREGIS Certificate Deficit will exist relative to the amount of PV Energy delivered during each month of the Delivery Term. Any such WREGIS Certificate Deficit shall be subtracted from the PV Energy for purposes of calculating Buyer's REC Payment to Seller pursuant to Exhibit C and the Guaranteed Energy Production for the applicable Contract Year.

(f) Subject to Section 3.10, if (i) WREGIS changes the WREGIS Operating Rules after the Effective Date or applies the WREGIS Operating Rules in a manner inconsistent with this Section 4.10 after the Effective Date, or (ii) the CEC modifies its *RPS Eligibility Guidebook* to enable the full amount of PV Energy to generate WREGIS Certificates, without reduction for Storage Facility efficiency losses, the Parties promptly shall modify this Section 4.10 as reasonably required to cause and enable Seller to transfer to Buyer's WREGIS Account a quantity of WREGIS Certificates for each given calendar month that corresponds to the maximum quantity of WREGIS Certificates that can be transferred to Buyer from the Generating Facility in the same calendar month.

4.11 **Interconnection Capacity.** Seller shall have and maintain interconnection capacity available or allocable to the Facility that is no less than the Interconnection Capacity Limit throughout the Delivery Term.

## **ARTICLE 5 TAXES**

5.1 **Allocation of Taxes and Charges.** Seller shall pay or cause to be paid all Taxes on or with respect to the Facility or on or with respect to the sale and making available the Product to Buyer, that are imposed on Product prior to its delivery to Buyer at the Delivery Point. Buyer shall pay or cause to be paid all Taxes on or with respect to the delivery to and purchase by Buyer of Product that are imposed on Product at and after its delivery to Buyer at the Delivery Point (other than withholding or other Taxes imposed on Seller's income, revenue, receipts or employees), if any. If a Party is required to remit or pay Taxes that are the other Party's responsibility hereunder, such Party shall promptly pay the Taxes due and then seek and receive reimbursement from the other for such Taxes. In the event any sale of Product hereunder is exempt from or not subject to any particular Tax, Buyer shall provide Seller with all necessary documentation within thirty (30) days after the Effective Date to evidence such exemption or exclusion. If Buyer does not provide such documentation, then Buyer shall indemnify, defend, and hold Seller harmless from any liability with respect to Taxes from which Buyer claims it is exempt.

5.2 **Cooperation.** Each Party shall use reasonable efforts to implement the provisions of and administer this Agreement in accordance with the intent of the Parties to minimize all Taxes, so long as no Party is materially adversely affected by such efforts. The Parties shall cooperate to minimize Tax exposure; *provided, however*, that neither Party shall be obligated to incur any financial or operational burden to reduce Taxes for which the other Party is responsible hereunder without receiving due compensation therefor from the other Party. All Product delivered by Seller to Buyer hereunder shall be a sale made at wholesale, with Buyer reselling such Product.

## **ARTICLE 6 MAINTENANCE OF THE FACILITY**

6.1 **Maintenance of the Facility.** Seller shall comply with Law and Prudent Operating Practice relating to the operation and maintenance of the Facility and the generation and sale of Product.

6.2 **Maintenance of Health and Safety.** Seller shall take reasonable safety precautions with respect to the operation, maintenance, repair and replacement of the Facility. If Seller becomes aware of any circumstances relating to the Facility that create an imminent risk of damage or injury to any Person or any Person's property, Seller shall take prompt, reasonable action to prevent such damage or injury and shall give Notice to Buyer's emergency contact identified on Exhibit N of such condition. Such action may include, to the extent reasonably necessary, disconnecting and removing all or a portion of the Facility, or suspending the supply of Energy or Discharging Energy to Buyer.

6.3 **Shared Facilities.** The Parties acknowledge and agree that certain of the Shared Facilities and Interconnection Facilities, and Seller's rights and obligations under the Interconnection Agreement, may be subject to certain shared facilities or co-tenancy agreements to be entered into among Seller, the Participating Transmission Owner, Seller's Affiliates, or third parties pursuant to which certain Interconnection Facilities may be subject to joint ownership and shared maintenance and operation arrangements; *provided*, such agreements (i) shall permit Seller to perform or satisfy, and shall not purport to limit, its obligations hereunder, including providing interconnection capacity for the Facility in an amount not less than the Interconnection Capacity Limit, (ii) provide that any other generating or energy storage facilities not included in the Facility but using Shared Facilities shall not be included within the Facility's CAISO Resource IDs; and (iii) provide that any curtailment of the full capacity of Shared Facilities that is ordered by Transmission Provider that Seller and its Affiliates have discretion to allocate across generating or energy storage facilities using the Shared Facilities shall not be allocated to the Facility more than its pro rata portion of the total capacity of all generating or energy storage facilities using the Shared Facilities. Seller shall not, and shall not permit any Affiliate to, allocate to other parties a share of the total interconnection capacity under the Interconnection Agreement in excess of an amount equal to the total interconnection capacity under the Interconnection Agreement minus the Interconnection Capacity Limit.

## **ARTICLE 7 METERING**

7.1 **Metering.** Unless the Parties agree otherwise pursuant to Section 3.11, the Facility shall have a separate CAISO Resource ID for each of the Generating Facility and the Storage Facility. Seller shall measure the amount of PV Energy using the Generating Facility Meter. Seller shall measure the Charging Energy and the Discharging Energy using the Storage Facility Meter. All meters shall be operated pursuant to applicable CAISO-approved calculation methodologies and maintained at Seller's cost. Subject to meeting any applicable CAISO requirements, the Generating Facility Meter and Storage Facility Meter shall be programmed to adjust for Electrical Losses and Station Use in accordance with CAISO's rules for Pseudo-Tie Resources, and in a manner subject to Buyer's prior written approval, not to be unreasonably

withheld. Metering will be consistent with the Metering Diagram set forth as Exhibit P, a final version of which shall be provided to Buyer at least thirty (30) days before the earlier of the Storage Facility Commercial Operation Date and the Generating Facility Commercial Operation Date. Each meter shall be kept under seal, such seals to be broken only when the meters are to be tested, adjusted, modified or relocated. In the event Seller breaks a seal, Seller shall notify Buyer as soon as practicable. In addition, Seller hereby agrees to provide all meter data to Buyer in a form reasonably acceptable to Buyer.

7.2 **Meter Verification.** Annually, or more frequently if Seller has reason to believe there may be a meter malfunction, or upon Buyer's reasonable request, Seller shall test the Generating Facility Meter and/or Storage Facility Meter. The tests shall be conducted by independent third parties qualified to conduct such tests. Buyer shall be notified seven (7) days in advance of such tests and have a right to be present during such tests. If a meter is inaccurate it shall be promptly repaired or replaced. If a meter is inaccurate by more than one percent (1%) and it is not known when the meter inaccuracy commenced (if such evidence exists such date will be used to adjust prior invoices), then the invoices covering the period of time since the last meter test shall be adjusted for the amount of the inaccuracy on the assumption that the inaccuracy persisted during one-half of such period; *provided*, that (a) such period may not exceed twelve (12) months and (b) such adjustments are accepted by WREGIS.

## **ARTICLE 8 INVOICING AND PAYMENT; CREDIT**

8.1 **Invoicing.** Seller shall make good faith efforts to deliver an invoice to Buyer for Product within fifteen (15) Business Days after the end of the prior monthly billing period. Each invoice shall reflect (a) records of transaction data sufficient to document and verify the amount of PV Energy delivered by Seller to Buyer during the preceding month, the amount of any WREGIS Certificate Deficit for preceding months and any corresponding invoice adjustments, the amount of Replacement Product delivered to Buyer in the preceding month (if any), the calculation of Deemed Delivered Capacity for the preceding month (if any), the calculation of Lost Output and Adjusted Energy Production for the preceding month (if any), and such information necessary to calculate the Contract Price applicable to such Product in accordance with Exhibit C; (b) access to any records, including invoices or settlement data, necessary to verify the accuracy of any amount; and (c) be in a format reasonably specified by Buyer, covering the services provided in the preceding month determined in accordance with the applicable provisions of this Agreement. Seller shall, and shall cause its Scheduling Coordinator to, provide Buyer with all reasonable access (including, in real time, to the maximum extent reasonably possible) to any records, including invoices or settlement data, forecast data and other information, all as may be necessary from time to time for Buyer to verify the accuracy of all invoices.

8.2 **Payment.** Buyer shall make payment to Seller for Product by wire transfer or ACH payment to the bank account provided on each monthly invoice; *provided, however*, that Seller will give Buyer no less than ten (10) days' notice of any account change with respect to the place of payment. Buyer shall pay undisputed invoice amounts within thirty (30) days after receipt of the invoice or the end of the prior monthly billing period, whichever is later. If such due date falls on a weekend or legal holiday, such due date shall be the next Business Day. Payments made after the due date will be considered late and will bear interest on the unpaid balance. If the amount due is

not paid on or before the due date or if any other payment that is due and owing from one Party to another is not paid on or before its applicable due date, a late payment charge shall be applied to the unpaid balance and shall be added to the next billing statement. Such late payment charge shall be calculated based on the prime rate published on the date of the invoice in The Wall Street Journal, or, if The Wall Street Journal is not published on that day, the next succeeding date of publication, plus two percent (2%) (the “**Interest Rate**”). If the due date occurs on a day that is not a Business Day, the late payment charge shall begin to accrue on the next succeeding Business Day.

8.3 **Books and Records.** To facilitate payment and verification, each Party shall maintain all books and records necessary for billing and payments, including copies of all invoices under this Agreement, for a period of at least two (2) years or as otherwise required by Law. Upon ten (10) Business Days’ Notice to the other Party, either Party shall be granted reasonable access to the accounting books and records within the possession or control of the other Party pertaining to all invoices generated pursuant to this Agreement. Seller acknowledges that in accordance with California Government Code Section 8546.7, Seller may be subject to audit by the California State Auditor with regard to Seller’s performance of this Agreement because the compensation under this Agreement exceeds \$10,000.

8.4 **Payment Adjustments; Billing Errors.** Payment adjustments shall be made if Buyer or Seller discovers there have been good faith inaccuracies in invoicing that are not otherwise disputed under Section 8.5 or an adjustment to an amount previously invoiced or paid is required due to a correction of data by the CAISO; *provided, however*, that there shall be no adjustments to prior invoices based upon meter inaccuracies. If the required adjustment is in favor of Buyer, Buyer’s next monthly payment shall be credited in an amount equal to the adjustment. If the required adjustment is in favor of Seller, Seller shall add the adjustment amount to Buyer’s next monthly invoice. Adjustments in favor of either Buyer or Seller shall bear interest, until settled in full, in accordance with Section 8.2, accruing from the date on which the adjusted amount should have been due.

8.5 **Billing Disputes.** A Party may, in good faith, dispute the correctness of any invoice or any adjustment to an invoice rendered under this Agreement or adjust any invoice for any arithmetic or computational error within twenty-four (24) months of the date the invoice, or adjustment to an invoice, was rendered. In the event an invoice or portion thereof, or any other claim or adjustment arising hereunder, is disputed, payment of the undisputed portion of the invoice shall be required to be made when due. Any invoice dispute or invoice adjustment shall be in writing and shall state the basis for the dispute or adjustment. Payment of the disputed amount shall not be required until the dispute is resolved. Upon resolution of the dispute, any required payment shall be made within five (5) Business Days of such resolution along with interest accrued at the Interest Rate from and including the original due date to but excluding the date paid. Inadvertent overpayments shall be returned via adjustments in accordance with Section 8.4. Any dispute with respect to an invoice is waived if the other Party is not notified in accordance with this Section 8.5 within twenty-four (24) months after the invoice is rendered or subsequently adjusted, except in the event of intentional fraud or misrepresentation by the Seller or to the extent any misinformation was from a third party not affiliated with any Party and such third party corrects its information after the twenty-four-month period. If an invoice is not rendered within twelve (12) months after the close of the month during which performance occurred, the right to payment for such performance is waived.



8.6 **Netting of Payments.** The Parties hereby agree that they shall discharge mutual debts and payment obligations due and owing to each other on the same date through netting, in which case all amounts owed by each Party to the other Party for the purchase and sale of Product during the monthly billing period under this Agreement or otherwise arising out of this Agreement, including any related damages calculated pursuant to Exhibits B and P, interest, and payments or credits, shall be netted so that only the excess amount remaining due shall be paid by the Party who owes it.

8.7 **Seller's Development Security.** To secure its obligations under this Agreement, Seller shall deliver Development Security to Buyer within one hundred (120) days of the Effective Date. Subject to Section 11.7, Seller shall maintain the Development Security in full force and effect; *provided, however*, that Seller shall not have any obligation to replenish the Development Security after any draw thereon. Upon the soonest to occur of (i) ten (10) Business Days following Seller's delivery of Performance Security on or before Storage Facility Commercial Operation in amount equal to [REDACTED] multiplied by the Guaranteed Storage Capacity, or (ii) sixty (60) days after termination of this Agreement, or (iii) ten (10) Business Days following Buyer's partial termination pursuant to Section 3 of Exhibit B for Seller's failure to achieve Storage Facility Commercial Operation and Seller's resulting payment of the Storage Facility Damage Payment, Buyer shall return an amount of Development Security to Seller equal to [REDACTED] multiplied by the Guaranteed Storage Capacity, less amounts drawn in accordance with this Agreement. Upon the soonest to occur of (A) ten (10) Business Days following Seller's delivery of Performance Security on or before Generating Facility Commercial Operation in amount equal to [REDACTED] multiplied by the Guaranteed PV Capacity, or (B) sixty (60) days after termination of this Agreement, or (C) ten (10) Business Days following Buyer's partial termination pursuant to Section 5(b) of Exhibit B for Seller's failure to achieve Generating Facility Commercial Operation and Seller's subsequent payment of the Generating Facility Damage Payment, Buyer shall return an amount of Development Security to Seller equal to [REDACTED] multiplied by the Guaranteed PV Capacity, less the amounts drawn in accordance with this Agreement. If the Development Security is a Letter of Credit and the issuer of such Letter of Credit (X) fails to maintain the minimum Credit Rating specified in the definition of Letter of Credit, (Y) indicates its intent not to renew such Letter of Credit and such Letter of Credit expires prior to the later of the Storage Facility Commercial Operation Date and the Generating Facility Commercial Operation Date, or (Z) fails to honor Buyer's properly documented request to draw on such Letter of Credit by such issuer, Seller shall have ten (10) Business Days to either post cash or deliver a substitute Letter of Credit in the amount of the Development Security and that otherwise meets the requirements set forth in the definition of Development Security.

8.8 **Seller's Performance Security.** To secure its obligations under this Agreement, Seller shall deliver Performance Security to Buyer (i) in amount equal to [REDACTED] multiplied by the Guaranteed Storage Capacity on or before Storage Facility Commercial Operation, and (ii) in amount equal to [REDACTED] multiplied by the Guaranteed PV Capacity on or before Generating Facility Commercial Operation; *provided*, (x) if Buyer elects to partially terminate this Agreement pursuant to Section 3 of Exhibit B, then the amount of Performance Assurance required hereunder shall be reduced to the product of the Guaranteed PV Capacity and [REDACTED] and (y) if Buyer elects to partially

terminate this Agreement pursuant to Section 5(b) of Exhibit B, then the amount of Performance Assurance required hereunder shall be reduced to the product of the Guaranteed Storage Capacity and [REDACTED]. If the Performance Security is not in the form of cash or Letter of Credit, it shall be substantially in the form of Guaranty set forth in Exhibit L. Seller shall maintain the Performance Security in full force and effect, and Seller shall within five (5) Business Days after any draw thereon replenish the Performance Security in the event Buyer collects or draws down any portion of the Performance Security for any reason permitted under this Agreement, until the following have occurred: (A) the Delivery Term has expired or terminated early; and (B) all payment obligations of the Seller then due and payable under this Agreement, including compensation for liquidated damages, Termination Payment, indemnification payments or other damages are paid in full (whether directly or indirectly such as through set-off or netting). Following the occurrence of both events, Buyer shall promptly return to Seller the unused portion of the Performance Security. If the Performance Security is a Letter of Credit and the issuer of such Letter of Credit (i) fails to maintain the minimum Credit Rating set forth in the definition of Letter of Credit, (ii) indicates its intent not to renew such Letter of Credit and such Letter of Credit expires prior to the end of the Delivery Term, or (iii) fails to honor Buyer's properly documented request to draw on such Letter of Credit by such issuer, Seller shall have ten (10) Business Days to either post cash or deliver a substitute Letter of Credit that meets the requirements set forth in the definition of Performance Security. Seller may at its option exchange one permitted form of Development Security or Performance Security for another permitted form of Development Security or Performance Security, as applicable.

**8.9 First Priority Security Interest in Cash or Cash Equivalent Collateral.** To secure its obligations under this Agreement, and until released as provided herein, Seller hereby grants to Buyer a present and continuing first-priority security interest ("**Security Interest**") in, and lien on (and right to net against), and assignment of the Development Security, Performance Security, any other cash collateral and cash equivalent collateral posted pursuant to Sections 8.7 and 8.8 and any and all interest thereon or proceeds resulting therefrom or from the liquidation thereof, whether now or hereafter held by, on behalf of, or for the benefit of Buyer, and Seller agrees to take all action as Buyer reasonably requires in order to perfect Buyer's Security Interest in, and lien on (and right to net against), such collateral and any and all proceeds resulting therefrom or from the liquidation thereof.

Upon or any time after the occurrence and continuation of an Event of Default caused by Seller, an Early Termination Date resulting from an Event of Default caused by Seller, or an occasion provided for in this Agreement where Buyer is authorized to retain all or a portion of the Development Security or Performance Security, Buyer may do any one or more of the following (in each case subject to the final sentence of this Section 8.9):


(a) Exercise any of its rights and remedies with respect to the Development Security and Performance Security, including any such rights and remedies under Law then in effect;

(b) Draw on any outstanding Letter of Credit issued for its benefit and retain any cash held by Buyer as Development Security or Performance Security; and

(c) Liquidate all Development Security or Performance Security (as applicable) then held by or for the benefit of Buyer free from any claim or right of any nature whatsoever of Seller, including any equity or right of purchase or redemption by Seller.

Buyer shall apply the proceeds of the collateral realized upon the exercise of any such rights or remedies to reduce Seller's obligations under this Agreement (Seller remains liable for any amounts owing to Buyer after such application), subject to Buyer's obligation to return any surplus proceeds remaining after these obligations are satisfied in full.

8.10 **Financial Statements.** In the event a Guaranty is provided as Performance Security in lieu of cash or a Letter of Credit, Seller shall provide to Buyer, or cause the Guarantor to provide to Buyer, unaudited quarterly and annual audited financial statements of the Guarantor (including a balance sheet and statements of income and cash flows), all prepared in accordance with generally accepted accounting principles in the United States, consistently applied.

8.11 **Buyer's Financial Statements.** During any period during the Term when Buyer does not have or maintain an Investment Grade Credit Rating, Buyer shall provide to Seller, both upon request and as indicated below: (a) within ninety (90) days following the end of each fiscal quarter, unaudited quarterly financial statement of Buyer (including a balance sheet and statements of income and cash flows) prepared in accordance with generally accepted accounting principles as promulgated by the Government Accounting Standards Board in the United States, consistently applied; (b) within one hundred and eighty (180) days following the end of each fiscal year, annual financial statements of Buyer (including a balance sheet and statements of income and cash flows) prepared in accordance with the requirements of California law applicable to Joint Powers Authorities; (c) 

## ARTICLE 9 NOTICES

9.1 **Addresses for the Delivery of Notices.** Except as provided in Exhibit D, any Notice required, permitted, or contemplated hereunder shall be in writing, shall be addressed to the Party to be notified at the address set forth on Exhibit N or at such other address or addresses as a Party may designate for itself from time to time by Notice hereunder.

9.2 **Acceptable Means of Delivering Notice.** Each Notice required, permitted, or contemplated hereunder shall be deemed to have been validly served, given or delivered as follows: (a) if sent by a regularly scheduled overnight delivery carrier with delivery fees either prepaid or an arrangement with such carrier made for the payment of such fees, the next Business Day after the same is delivered by the sending Party to such carrier; or (b) if sent by electronic communication (including electronic mail or other electronic means) and if concurrently with the transmittal of such electronic communication the sending Party provides a copy of such electronic Notice by hand delivery or express courier, at the time indicated by the time stamp upon delivery; or (c) if delivered in person, upon receipt by the receiving Party. Notwithstanding the foregoing, Notices of outages

or other scheduling or dispatch information or requests, may be sent by electronic communication and shall be considered delivered upon successful completion of such transmission.

## **ARTICLE 10 FORCE MAJEURE**

### **10.1 Definition.**

(a) **“Force Majeure Event”** means any act or event that delays or prevents a Party from timely performing all or a portion of its obligations under this Agreement or from complying with all or a portion of the conditions under this Agreement if such act or event, despite the exercise of reasonable efforts, cannot be avoided by and is beyond the reasonable control (whether direct or indirect) of and without the fault or negligence of the Party relying thereon as justification for such delay, nonperformance, or noncompliance.

(b) Without limiting the generality of the foregoing, so long as the following events, despite the exercise of reasonable efforts, cannot be avoided by, and are beyond the reasonable control (whether direct or indirect) of and without the fault or negligence of the Party relying thereon as justification for such delay, nonperformance or noncompliance, a Force Majeure Event may include an act of God or the elements, such as flooding, lightning, hurricanes, tornadoes, or ice storms; explosion; fire; volcanic eruption; flood; epidemic or pandemic, including COVID-19 (but excluding any delays due to COVID-19 for which Seller has received notice from or been advised by any existing or potential supplier or service provider that COVID-19 has caused, or is reasonably likely to cause, a delay in the construction of the Facility or the delivery of materials necessary to complete the Facility, in each case that would cause the Commercial Operation Date to be later than the Guaranteed Commercial Operation Date); landslide; mudslide; sabotage; terrorism; earthquake; or other cataclysmic events; an act of public enemy; war; blockade; civil insurrection; riot; civil disturbance; or strikes or other labor difficulties caused or suffered by a Party or any third party except as set forth below.

(c) Notwithstanding the foregoing, the term **“Force Majeure Event”** does not include (i) economic conditions that render a Party’s performance of this Agreement at the Contract Price unprofitable or otherwise uneconomic (including an increase in component costs for any reason, including foreign or domestic tariffs, Buyer’s ability to buy electric energy at a lower price, or Seller’s ability to sell the Product, or any component thereof, at a higher price, than under this Agreement); (ii) Seller’s inability to obtain permits or approvals of any type for the construction, operation, or maintenance of the Facility, except to the extent such inability is caused by a Force Majeure Event; (iii) the inability of a Party to make payments when due under this Agreement, unless the cause of such inability is an event that would otherwise constitute a Force Majeure Event as described above that disables physical or electronic facilities necessary to transfer funds to the payee Party; (iv) a Curtailment Order; (v) Seller’s inability to obtain sufficient labor, equipment, materials, or other resources to build or operate the Facility except to the extent such inability is caused by a Force Majeure Event; or (vi) any equipment failure except if such equipment failure is caused by a Force Majeure Event.

**10.2 No Liability If a Force Majeure Event Occurs.** Neither Seller nor Buyer shall be liable to the other Party in the event it is prevented from performing its obligations hereunder in

whole or in part due to a Force Majeure Event. The Party rendered unable to fulfill any obligation by reason of a Force Majeure Event shall take reasonable actions necessary to remove such inability. Nothing herein shall be construed as permitting that Party to continue to fail to perform after said cause has been removed. Neither Party shall be considered in breach or default of this Agreement if and to the extent that any failure or delay in the Party's performance of one or more of its obligations hereunder is caused by a Force Majeure Event. Notwithstanding the foregoing, the occurrence and continuation of a Force Majeure Event shall not suspend or excuse the obligation of a Party to make any payments due hereunder.

10.3 **Notice.** In the event of any delay or nonperformance resulting from a Force Majeure Event, the Party suffering the Force Majeure Event shall (a) as soon as practicable, notify the other Party in writing of the nature, cause, estimated date of commencement thereof, and the anticipated extent of any delay or interruption in performance, and (b) notify the other Party in writing of the cessation or termination of such Force Majeure Event, all as known or estimated in good faith by the affected Party; *provided, however*, that a Party's failure to give timely Notice shall not affect such Party's ability to assert that a Force Majeure Event has occurred unless the delay in giving Notice materially prejudices the other Party. Upon request from Buyer, Seller shall provide documentation demonstrating to Buyer's reasonable satisfaction that the delays described above did not result from Seller's actions or failure to take reasonable actions.

10.4 **Termination Following Force Majeure Event.** If a Force Majeure Event has occurred that has caused either Party to be wholly or partially unable to perform its obligations hereunder, and the impacted Party has claimed and received relief from performance of its obligations for a consecutive twelve (12) month period, then the non-claiming Party may terminate this Agreement upon written Notice to the other Party with respect to the Facility experiencing the Force Majeure Event. Upon any such termination, neither Party shall have any liability to the other Party, save and except for those obligations specified in Section 2.1(b), and Buyer shall promptly return to Seller any Performance Security then held by Buyer, less any amounts drawn in accordance with this Agreement.

## **ARTICLE 11 DEFAULTS; REMEDIES; TERMINATION**

11.1 **Events of Default.** An "**Event of Default**" shall mean,

(a) with respect to a Party (the "**Defaulting Party**") that is subject to the Event of Default the occurrence of any of the following:

(i) the failure by such Party to make, when due, any payment required pursuant to this Agreement and such failure is not remedied within ten (10) Business Days after Notice thereof;

(ii) any representation or warranty made by such Party herein is false or misleading in any material respect when made or when deemed made or repeated, and such default is not remedied within thirty (30) days after Notice thereof (or such longer additional period, not to exceed an additional sixty (60) days, if the Defaulting Party is unable to remedy such default within such initial thirty (30) days period despite exercising commercially reasonable efforts);

(iii) the failure by such Party to perform any material covenant or obligation set forth in this Agreement (except to the extent constituting a separate Event of Default set forth in this Section 11.1; and except for (1) failure to deliver Resource Adequacy Benefits, the exclusive remedies for which are set forth in Section 3.7, and (2) failures to achieve the Guaranteed Energy Production that do not trigger the provisions of Section 11.1(b)(iv), the exclusive remedies for which are set forth in Section 4.7;

(iv) such Party becomes Bankrupt;

(v) such Party assigns this Agreement or any of its rights hereunder other than in compliance with Section 14.1 or 14.2, as applicable; or

(vi) such Party consolidates or amalgamates with, or merges with or into, or transfers all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting, surviving or transferee entity fails to assume all the obligations of such Party under this Agreement to which it or its predecessor was a party by operation of Law or pursuant to an agreement reasonably satisfactory to the other Party.

(b) with respect to Seller as the Defaulting Party, the occurrence of any of the following:

(i) if at any time, Seller delivers or attempts to deliver electric energy to the Delivery Point for sale under this Agreement that was not generated or discharged by the Facility, except for Replacement Product;

(ii) the failure by Seller to achieve Generating Facility Commercial Operation within one hundred twenty (120) days after the Generating Facility Guaranteed Commercial Operation Date, unless Seller has achieved the Storage Facility Commercial Operation prior to one hundred twenty (120) days after the Generating Facility Guaranteed Commercial Operation Date;

(iii) if not remedied within ten (10) Business Days after Notice thereof, the failure by Seller to deliver a Remedial Action Plan required under Section 2.4;

(iv) if, in any consecutive six (6) month period after the Generating Facility Commercial Operation Date, the Adjusted Energy Production amount (minus the amount of any Replacement Product included in such calculation) for such period is not at least ten percent (10%) of the Expected Energy amount for such period, and Seller fails to either (x) demonstrate to Buyer's reasonable satisfaction, within fifteen (15) Business Days after Notice from Buyer, a legitimate reason for the failure to meet the ten percent (10%) minimum; or (y) deliver to Buyer within fifteen (15) Business Days after Notice from Buyer a plan or report developed by Seller that describes the cause of the failure to meet the ten percent (10%) and the actions that Seller has taken, is taking, or proposes to take in an effort to cure such condition along with the written confirmation of a Licensed Professional Engineer that such plan or report is in accordance with Prudent Operating Practices and capable of cure within a reasonable period of time, not to exceed one-hundred eighty (180) days;

(v) if, in any Contract Year during the Delivery Term, the Adjusted Energy Production amount (minus the amount of any Replacement Product included in such calculation) is not at least [REDACTED] of the Expected Energy amount;

(vi) if, in any two (2) consecutive Contract Year period during the Delivery Term, the Adjusted Energy Production amount (minus the amount of any Replacement Product included in such calculation) is not at least [REDACTED] of the Expected Energy amount;

*provided*, notwithstanding Section 11.1(b)(iv) – (vi), there shall be no Event of Default by Seller if the reason that the Adjusted Energy Production (minus the amount of any Replacement Product included in such calculation) was not at least equal to the percentages set forth in Sections 11.1(b)(iv) – (vi) is due to a Transformer Failure.

(vii) failure by Seller to satisfy the collateral requirements pursuant to Sections 8.7 or 8.8 after Notice and expiration of the cure periods set forth therein, including the failure to replenish the Performance Security amount in accordance with this Agreement in the event Buyer draws against the Performance Security for any reason other than to satisfy a Termination Payment;

(viii) with respect to any Guaranty provided for the benefit of Buyer, the failure by Seller to provide for the benefit of Buyer either (1) cash, (2) a replacement Guaranty from a different Guarantor meeting the criteria set forth in the definition of Guarantor, or (3) a replacement Letter of Credit from an issuer meeting the criteria set forth in the definition of Letter of Credit, in each case, in the amount required hereunder within ten (10) Business Days after Seller receives Notice of the occurrence of any of the following events:

(A) if any representation or warranty made by the Guarantor in connection with this Agreement is false or misleading in any material respect when made or when deemed made or repeated, and such default is not remedied within thirty (30) days after Notice thereof;

(B) the failure of the Guarantor to make any payment required or to perform any other material covenant or obligation in any Guaranty;

(C) the Guarantor becomes Bankrupt;

(D) the Guarantor shall fail to meet the criteria for an acceptable Guarantor as set forth in the definition of Guarantor;

(E) the failure of the Guaranty to be in full force and effect (other than in accordance with its terms) prior to the indefeasible satisfaction of all obligations of Seller hereunder; or

(F) the Guarantor shall repudiate, disaffirm, disclaim, or reject, in whole or in part, or challenge the validity of any Guaranty; or

(ix) with respect to any outstanding Letter of Credit provided for the benefit of Buyer that is not then required under this Agreement to be canceled or returned, the failure by Seller to provide for the benefit of Buyer either (1) cash, or (2) a substitute Letter of Credit from a different issuer meeting the criteria set forth in the definition of Letter of Credit, in each case, in the amount required hereunder within ten (10) Business Days after Seller receives Notice of the occurrence of any of the following events:

(A) the issuer of the outstanding Letter of Credit shall fail to maintain a Credit Rating of at least A- by S&P or A3 by Moody's;

(B) the issuer of such Letter of Credit becomes Bankrupt;

(C) the issuer of the outstanding Letter of Credit shall fail to comply with or perform its obligations under such Letter of Credit and such failure shall be continuing after the lapse of any applicable grace period permitted under such Letter of Credit;

(D) the issuer of the outstanding Letter of Credit shall fail to honor a properly documented request to draw on such Letter of Credit;

(E) the issuer of the outstanding Letter of Credit shall disaffirm, disclaim, repudiate or reject, in whole or in part, or challenge the validity of, such Letter of Credit;

(F) such Letter of Credit fails or ceases to be in full force and effect at any time; or

(G) Seller shall fail to renew or cause the renewal of each outstanding Letter of Credit on a timely basis as provided in the relevant Letter of Credit and as provided in accordance with this Agreement, and in no event less than thirty (30) days prior to the expiration of the outstanding Letter of Credit.

11.2 **Remedies; Declaration of Early Termination Date.** If an Event of Default with respect to a Defaulting Party shall have occurred and be continuing, the other Party ("**Non-Defaulting Party**") shall have the following rights:

(a) to send Notice, designating a day, no earlier than the day such Notice is deemed to be received and no later than thirty (30) days after such Notice is deemed to be received, as an early termination date of this Agreement ("**Early Termination Date**") that terminates this Agreement (the "**Terminated Transaction**") and ends the Delivery Term effective as of the Early Termination Date;

(b) to accelerate all amounts owing between the Parties, and to collect as liquidated damages (i) the sum of the Generating Facility Damage Payment and Storage Facility Damage Payment due to an Event of Default under Section 11.1(b)(ii)) subject to the limitations in Section 11.7, or (ii) the Termination Payment calculated in accordance with Section 11.3 below (in the case of any other Event of Default by either Party);



(c) to withhold any payments due to the Defaulting Party under this Agreement;

(d) to suspend performance; or

(e) to exercise any other right or remedy available at law or in equity, including specific performance or injunctive relief, except to the extent such remedies are expressly limited under this Agreement; *provided*, payment by the Defaulting Party of the Generating Facility Damage Payment, Storage Facility Damage Payment and/or Termination Payment, as applicable, shall constitute liquidated damages and the Non-Defaulting Party's sole and exclusive remedy for the Terminated Transaction and the Event of Default related thereto.

11.3 **Termination Payment.** The Termination Payment ("**Termination Payment**") for the Terminated Transaction shall be the aggregate of all Settlement Amounts plus any or all other amounts due to or from the Non-Defaulting Party (as of the Early Termination Date) netted into a single amount. If the Non-Defaulting Party's aggregate Gains exceed its aggregate Losses and Costs, if any, resulting from the termination of this Agreement, the net Settlement Amount shall be zero. The Non-Defaulting Party shall calculate, in a commercially reasonable manner, a Settlement Amount for the Terminated Transaction as of the Early Termination Date. Third parties supplying information for purposes of the calculation of Gains or Losses may include, without limitation, dealers in the relevant markets, end-users of the relevant product, information vendors and other sources of market information. The Settlement Amount shall not include consequential, incidental, punitive, exemplary, indirect or business interruption damages. Without prejudice to the Non-Defaulting Party's duty to mitigate, the Non-Defaulting Party shall not have to enter into replacement transactions to establish a Settlement Amount. Each Party agrees and acknowledges that (a) the actual damages that the Non-Defaulting Party would incur in connection with the Terminated Transaction would be difficult or impossible to predict with certainty, (b) the Generating Facility Damage Payment, Storage Facility Damage Payment, and/or Termination Payment described in Section 11.2 or this Section 11.3 (as applicable) is a reasonable and appropriate approximation of such damages, and (c) the Generating Facility Damage Payment, Storage Facility Damage Payment, and/or Termination Payment described in Section 11.2 or this Section 11.3 (as applicable) is the exclusive remedy of the Non-Defaulting Party in connection with the Terminated Transaction but shall not otherwise act to limit any of the Non-Defaulting Party's rights or remedies if the Non-Defaulting Party does not elect a Terminated Transaction as its remedy for an Event of Default by the Defaulting Party.

11.4 **Notice of Payment of Termination Payment.** As soon as practicable after a Terminated Transaction, Notice shall be given by the Non-Defaulting Party to the Defaulting Party of the amount of the Generating Facility Damage Payment and Storage Facility Damage Payment, or Termination Payment, as applicable, and whether the Termination Payment is due to or from the Non-Defaulting Party. The Notice shall include a written statement explaining in reasonable detail the calculation of such amount and the sources for such calculation. The Termination Payment shall be made to or from the Non-Defaulting Party, as applicable, within ten (10) Business Days after such Notice is effective.

11.5 **Disputes With Respect to Termination Payment.** If the Defaulting Party disputes the Non-Defaulting Party's calculation of the Termination Payment, in whole or in part, the Defaulting Party shall, within five (5) Business Days of receipt of the Non-Defaulting Party's

calculation of the Termination Payment, provide to the Non-Defaulting Party a detailed written explanation of the basis for such dispute. Disputes regarding the Termination Payment shall be determined in accordance with Article 15.

11.6 **Rights And Remedies Are Cumulative.** Except where an express and exclusive remedy or measure of liquidated damages is provided, the rights and remedies of a Party pursuant to this Article 11 shall be cumulative and in addition to the rights of the Parties otherwise provided in this Agreement. Any Non-Defaulting Party shall be obligated to use commercially reasonable efforts to mitigate its Costs, Losses and damages resulting from or arising out of any Event of Default of the other Party under this Agreement.

11.7 **Seller Liability Limitations.** Notwithstanding any other provision of this Agreement, Seller's aggregate liability under or arising out of any breach, Event of Default, or termination of this Agreement prior to the earlier to occur of the Generating Facility Commercial Operation Date or the Storage Facility Commercial Operation Date shall be an amount equal to seventy five dollars per kW (\$75/kW) multiplied by the sum of the Guaranteed PV Capacity and the Guaranteed Storage Capacity.

11.8 **Limitation on Seller's Ability to Make or Agree to Third-Party Sales from the Facility after Early Termination Date.** If (i) the Agreement is terminated prior to the earlier of the Generating Facility Commercial Operation Date or the Storage Facility Commercial Operation Date for any reason other than a Buyer Default, or (ii) Buyer partially terminates the Agreement pursuant to either Section (3) or 5(b) of Exhibit B, neither Seller nor Seller's Affiliates may sell, market or deliver any Product associated with or attributable to the Facility to a party other than Buyer for a period of two (2) years following the Early Termination Date or the date of partial termination pursuant to either Section (3) or 5(b) of Exhibit B, unless prior to selling, marketing or delivering such Product, or entering into the agreement to sell, market or deliver such Product to a party other than Buyer, Seller or Seller's Affiliates provide Buyer with a written offer to sell the Product which provides Buyer the right to select in its sole discretion either the terms and conditions materially similar adjusted to account for the costs to complete construction of the Facility to the terms and conditions contained in this Agreement (including price) or the terms and conditions to which the third party agreed, and Buyer fails to accept such offer within forty-five (45) days of Buyer's receipt thereof.

## ARTICLE 12

### LIMITATION OF LIABILITY AND EXCLUSION OF WARRANTIES.

12.1 **No Consequential Damages.** EXCEPT TO THE EXTENT PART OF AN EXPRESS REMEDY OR MEASURE OF DAMAGES HEREIN OR A THIRD-PARTY CLAIM SUBJECT TO INDEMNIFICATION HEREUNDER, OR INCLUDED IN A LIQUIDATED DAMAGES CALCULATION, OR ARISING FROM FRAUD OR INTENTIONAL MISREPRESENTATION, NEITHER PARTY SHALL BE LIABLE TO THE OTHER OR ITS INDEMNIFIED PERSONS FOR ANY SPECIAL, PUNITIVE, EXEMPLARY, INDIRECT, OR CONSEQUENTIAL DAMAGES, OR LOSSES OR DAMAGES FOR LOST REVENUE OR LOST PROFITS, WHETHER FORESEEABLE OR NOT, ARISING OUT OF, OR IN CONNECTION WITH THIS AGREEMENT, BY STATUTE, IN TORT OR CONTRACT.

12.2 **Waiver and Exclusion of Other Damages.** EXCEPT AS EXPRESSLY SET FORTH HEREIN, THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY AND ALL IMPLIED WARRANTIES ARE DISCLAIMED. THE PARTIES CONFIRM THAT THE EXPRESS REMEDIES AND MEASURES OF DAMAGES PROVIDED IN THIS AGREEMENT SATISFY THE ESSENTIAL PURPOSES HEREOF. ALL LIMITATIONS OF LIABILITY CONTAINED IN THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THOSE PERTAINING TO SELLER'S LIMITATION OF LIABILITY AND THE PARTIES' WAIVER OF CONSEQUENTIAL DAMAGES, SHALL APPLY EVEN IF THE REMEDIES FOR BREACH OF WARRANTY PROVIDED IN THIS AGREEMENT ARE DEEMED TO "FAIL OF THEIR ESSENTIAL PURPOSE" OR ARE OTHERWISE HELD TO BE INVALID OR UNENFORCEABLE.

FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS AND EXCLUSIVE REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, THE OBLIGOR'S LIABILITY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN, THE OBLIGOR'S LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES ONLY.

TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, INCLUDING UNDER SECTIONS 3.7, 4.7, 11.2 AND 11.3, AND AS PROVIDED IN EXHIBIT B, EXHIBIT C and EXHIBIT G, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, THAT OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT, AND THAT THE LIQUIDATED DAMAGES CONSTITUTE A REASONABLE APPROXIMATION OF THE ANTICIPATED HARM OR LOSS. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. THE PARTIES HEREBY WAIVE ANY RIGHT TO CONTEST SUCH PAYMENTS AS AN UNREASONABLE PENALTY.

THE PARTIES ACKNOWLEDGE AND AGREE THAT MONEY DAMAGES AND THE EXPRESS REMEDIES PROVIDED FOR HEREIN ARE AN ADEQUATE REMEDY FOR THE BREACH BY THE OTHER OF THE TERMS OF THIS AGREEMENT, AND EACH PARTY WAIVES ANY RIGHT IT MAY HAVE TO SPECIFIC PERFORMANCE WITH RESPECT TO ANY OBLIGATION OF THE OTHER PARTY UNDER THIS AGREEMENT.

## **ARTICLE 13**

### **REPRESENTATIONS AND WARRANTIES; AUTHORITY**

13.1 **Seller's Representations and Warranties.** As of the Effective Date, Seller represents and warrants as follows:

(a) Seller is a limited liability company, duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation, and is qualified to conduct business in the state of California and each jurisdiction where the failure to so qualify would have a material adverse effect on the business or financial condition of Seller.

(b) Seller has the power and authority to enter into and perform this Agreement and is not prohibited from entering into this Agreement or discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Agreement, except where such failure does not have a material adverse effect on Seller's performance under this Agreement. The execution, delivery and performance of this Agreement by Seller has been duly authorized by all necessary limited liability company action on the part of Seller and does not and will not require the consent of any trustee or holder of any indebtedness or other obligation of Seller or any other party to any other agreement with Seller.

(c) The execution and delivery of this Agreement, consummation of the transactions contemplated herein, and fulfillment of and compliance by Seller with the provisions of this Agreement will not conflict with or constitute a breach of or a default under any Law presently in effect having applicability to Seller, subject to any permits that have not yet been obtained by Seller, the documents of formation of Seller or any outstanding trust indenture, deed of trust, mortgage, loan agreement or other evidence of indebtedness or any other agreement or instrument to which Seller is a party or by which any of its property is bound.

(d) This Agreement has been duly executed and delivered by Seller. This Agreement is a legal, valid and binding obligation of Seller enforceable in accordance with its terms, except as limited by laws of general applicability limiting the enforcement of creditors' rights or by the exercise of judicial discretion in accordance with general principles of equity.

(e) The Facility is located in the State of California.

(f) Seller will be responsible for obtaining all permits necessary to construct and operate the Facility.

(g) Seller shall maintain Firm Transmission rights sufficient to deliver the larger of the Guaranteed PV Capacity or Guaranteed Storage Capacity to the Delivery Point to the Delivery Point throughout the Delivery Term.

(h) Seller shall comply with all CAISO Tariff requirements applicable to Pseudo-Tie Resources, including Appendix N to the Tariff, throughout the Delivery Term.

13.2 **Buyer's Representations and Warranties.** As of the Effective Date, Buyer represents and warrants as follows:

(a) Buyer is a joint powers authority and a validly existing community choice aggregator, duly organized, validly existing and in good standing under the laws of the State of California and the rules, regulations and orders of the California Public Utilities Commission, and is qualified to conduct business in each jurisdiction of the Joint Powers Agreement members. All Persons making up the governing body of Buyer are the elected or appointed incumbents in their

positions and hold their positions in good standing in accordance with the Joint Powers Agreement and other Law.

(b) Buyer has the power and authority to enter into and perform this Agreement and is not prohibited from entering into this Agreement or discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Agreement, except where such failure does not have a material adverse effect on Buyer's performance under this Agreement. The execution, delivery and performance of this Agreement by Buyer has been duly authorized by all necessary action on the part of Buyer and does not and will not require the consent of any trustee or holder of any indebtedness or other obligation of Buyer or any other party to any other agreement with Buyer.

(c) The execution and delivery of this Agreement, consummation of the transactions contemplated herein, and fulfillment of and compliance by Buyer with the provisions of this Agreement will not conflict with or constitute a breach of or a default under any Law presently in effect having applicability to Buyer, the documents of formation of Buyer or any outstanding trust indenture, deed of trust, mortgage, loan agreement or other evidence of indebtedness or any other agreement or instrument to which Buyer is a party or by which any of its property is bound.

(d) This Agreement has been duly executed and delivered by Buyer. This Agreement is a legal, valid and binding obligation of Buyer enforceable in accordance with its terms, except as limited by laws of general applicability limiting the enforcement of creditors' rights or by the exercise of judicial discretion in accordance with general principles of equity.

(e) Buyer warrants and covenants that with respect to its contractual obligations under this Agreement, it will not claim and affirmatively waives immunity on the grounds of sovereignty or similar grounds with respect to itself or its revenues or assets from (1) suit, (2) jurisdiction of court (provided that such court is limited within a venue permitted in law and under the Agreement), (3) relief by way of injunction, order for specific performance or recovery of property, (4) attachment of assets, or (5) execution or enforcement of any judgment; *provided, however*, that nothing in this Agreement shall waive the obligations or rights set forth in the California Tort Claims Act (Government Code Section 810 et seq.).

(f) Buyer is a "local public entity" as defined in Section 900.4 of the Government Code of the State of California.

13.3 **General Covenants.** Each Party covenants that commencing on the Effective Date and continuing throughout the Contract Term:

(a) It shall continue to be duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and to be qualified to conduct business in California and each jurisdiction where the failure to so qualify would have a material adverse effect on its business or financial condition;

(b) It shall maintain (or obtain from time to time as required) all regulatory authorizations, approvals and permits necessary for the operation of the Facility and for each Party to legally perform their obligations under this Agreement; and

(c) It shall perform its obligations under this Agreement in compliance with all terms and conditions in its governing documents and in material compliance with any Law.

13.4 **Prevailing Wage.** Seller shall comply with all applicable federal, state and local laws, statutes, ordinances, rules and regulations, and orders and decrees of any courts or administrative bodies or tribunals, including without limitation employment discrimination laws and prevailing wage laws. Seller shall use reasonable efforts to ensure that all employees hired by Seller, and its contractors and subcontractors, that will perform construction work or provide services at the Site related to construction of the Facility are paid wages at rates not less than those prevailing for workers performing similar work in the locality as provided by applicable California law, if any (“**Prevailing Wage Requirement**”). Buyer agrees that Seller’s obligations under this Section 13.4 with respect to the Prevailing Wage Requirement will be satisfied upon the execution of a project labor agreement related to construction of the Facility.

## **ARTICLE 14 ASSIGNMENT**

14.1 **General Prohibition on Assignments.** Neither Party may voluntarily assign this Agreement or its rights or obligations under this Agreement, without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Any assignment made without required written consent, or in violation of the conditions to assignment set out below, shall be null and void. The assigning Party shall be responsible for the other Party’s reasonable costs associated with the preparation, review, execution and delivery of documents in connection with any assignment of this Agreement by the assigning Party, including without limitation reasonable attorneys’ fees.

14.2 **Collateral Assignment.** Subject to the provisions of this Section 14.2, Seller has the right to assign this Agreement as collateral for any financing or refinancing of the Facility. In connection with any financing or refinancing of the Facility, Buyer shall in good faith work with Seller and Lender to agree upon a consent to collateral assignment of this Agreement (“**Collateral Assignment Agreement**”). The Collateral Assignment Agreement must be in form and substance agreed to by Buyer, Seller and Lender, with such agreement not to be unreasonably withheld, and must be:

(a) consistent in all material respects with this Agreement; and

(b) not adversely affect any of Buyer’s rights and obligations under this Agreement; *provided* that a provision in the documents requested to effectuate such assignment obligating Buyer to provide a Lender notice of Event of Default and an opportunity to cure of a duration no greater than commercially reasonable for such agreements shall not be considered as adversely affecting Buyer for purposes of this subsection (b).

## ARTICLE 15 DISPUTE RESOLUTION

15.1 **Governing Law.** This Agreement and the rights and duties of the Parties hereunder shall be governed by and construed, enforced and performed in accordance with the laws of the state of California, without regard to principles of conflicts of laws. To the extent enforceable, at such time, each Party waives its respective right to any jury trial with respect to any litigation arising under or in connection with this Agreement.

15.2 **Venue.** The Parties agree that any suit, action or other legal proceeding by or against any party (or its affiliates or designees) with respect to or arising out of this Agreement shall be brought in the federal courts of the United States or the courts of the State of California sitting in San Diego County, California.

15.3 **Dispute Resolution.** In the event of any dispute arising under this Agreement, within ten (10) days following the receipt of a written Notice from either Party identifying such dispute, the Parties shall meet, negotiate and attempt, in good faith, to resolve the dispute quickly, informally and inexpensively. If the Parties are unable to resolve a dispute arising hereunder within the earlier of either thirty (30) days of initiating such discussions, or within forty (40) days after Notice of the dispute, the Parties shall have the option but not the requirement to submit the dispute to non-binding mediation prior to seeking any and all remedies available to it at Law in or equity, provided, *however*, that a dispute as to whether an Event of Default has occurred pursuant to Article 11 shall not be subject to mediation unless the Parties mutually agree. If non-binding mediation is agreed to by the Parties, the Parties will cooperate in selecting a qualified neutral mediator selected from a panel of neutrals and in scheduling the time and place of the mediation as soon as reasonably possible, but in no event later than thirty (30) days after the request for mediation is made. The Parties agree to participate in the mediation in good faith and to share the costs of the mediation, including the mediator's fee, equally, but such shared costs shall not include each Party's own attorneys' fees and costs, which shall be borne solely by such Party. If the mediation is unsuccessful, then either Party may seek any and all remedies available to it at law or in equity, subject to the limitations set forth in this Agreement.

## ARTICLE 16 INDEMNIFICATION

### 16.1 **Mutual Indemnity.**

(a) Each Party (the "**Indemnifying Party**") agrees to defend, indemnify and hold harmless the other Party, its directors, officers, agents, attorneys, employees and representatives (each an "**Indemnified Party**" and collectively, the "**Indemnified Group**") from and against all third party claims, demands, losses, liabilities, penalties, and expenses, including reasonable attorneys' and expert witness fees, for personal injury or death to Persons and damage to the property of any third party to the extent arising out of, resulting from, or caused by the negligence, fraud or willful misconduct of the Indemnifying Party, its Affiliates, its directors, officers, employees or agents (collectively, "**Indemnifiable Losses**").

(b) Nothing in this Section shall enlarge or relieve Seller or Buyer of any

liability to the other for any breach of this Agreement. Neither Party shall be indemnified for its damages resulting from its sole negligence, intentional acts, or willful misconduct. These indemnity provisions shall not be construed to relieve any insurer of its obligations to pay claims consistent with the provisions of a valid insurance policy.

16.2 **Notice of Claim.** Subject to the terms of this Agreement and upon obtaining knowledge of an Indemnifiable Loss for which it is entitled to indemnity under this Article 16, the Indemnified Party will promptly Notify the Indemnifying Party in writing of any damage, claim, loss, liability or expense which Indemnified Party has determined has given or could give rise to an Indemnifiable Loss under Section 16.1 (“**Claim**”). The Notice is referred to as a “Notice of Claim”. A Notice of Claim will specify, in reasonable detail, the facts known to Indemnified Party regarding the Indemnifiable Loss.

16.3 **Failure to Provide Notice.** A failure to give timely Notice or to include any specified information in any Notice as provided in this Section 16.3 will not affect the rights or obligations of any Party hereunder except and only to the extent that, as a result of such failure, any Party which was entitled to receive such Notice was deprived of its right to recover any payment under its applicable insurance coverage or was otherwise materially damaged as a direct result of such failure and, provided further, Indemnifying Party is not obligated to indemnify any member of the Indemnified Group for the increased amount of any Indemnifiable Loss which would otherwise have been payable to the extent that the increase resulted from the failure to deliver timely a Notice of Claim.

16.4 **Defense of Claims.** If, within ten (10) Business Days after giving a Notice of Claim regarding a Claim to Indemnifying Party pursuant to Section 16.2, Indemnified Party receives Notice from Indemnifying Party that Indemnifying Party has elected to assume the defense of such Claim, Indemnifying Party will not be liable for any legal expenses subsequently incurred by Indemnified Party in connection with the defense thereof; *provided, however*, that if Indemnifying Party fails to take reasonable steps necessary to defend diligently such Claim within ten (10) Business Days after receiving Notice from Indemnifying Party that Indemnifying Party believes Indemnifying Party has failed to take such steps, or if Indemnifying Party has not undertaken fully to indemnify Indemnified Party in respect of all Indemnifiable Losses relating to the matter, Indemnified Party may assume its own defense, and Indemnifying Party will be liable for all reasonable costs or expenses, including attorneys’ fees, paid or incurred in connection therewith. Without the prior written consent of Indemnified Party, Indemnifying Party will not enter into any settlement of any Claim which would lead to liability or create any financial or other obligation on the part of Indemnified Party for which Indemnified Party is not entitled to indemnification hereunder; *provided, however*, that Indemnifying Party may accept any settlement without the consent of Indemnified Party if such settlement provides a full release to Indemnified Party and no requirement that Indemnified Party acknowledge fault or culpability. If a firm offer is made to settle a Claim without leading to liability or the creation of a financial or other obligation on the part of Indemnified Party for which Indemnified Party is not entitled to indemnification hereunder and Indemnifying Party desires to accept and agrees to such offer, Indemnifying Party will give Notice to Indemnified Party to that effect. If Indemnified Party fails to consent to such firm offer within ten (10) calendar days after its receipt of such Notice, Indemnified Party may continue to contest or defend such Claim and, in such event, the maximum liability of Indemnifying Party to such Claim will be the amount of such settlement offer, plus reasonable costs and expenses paid or



incurred by Indemnified Party up to the date of such Notice.

16.5 **Subrogation of Rights.** Upon making any indemnity payment, Indemnifying Party will, to the extent of such indemnity payment, be subrogated to all rights of Indemnified Party against any Third Party in respect of the Indemnifiable Loss to which the indemnity payment relates; *provided*, until Indemnified Party recovers full payment of its Indemnifiable Loss, any and all claims of Indemnifying Party against any such Third Party on account of said indemnity payment are hereby made expressly subordinated and subjected in right of payment to Indemnified Party's rights against such Third Party. Without limiting the generality or effect of any other provision hereof, Buyer and Seller shall execute upon request all instruments reasonably necessary to evidence and perfect the above-described subrogation and subordination rights.

16.6 **Rights and Remedies are Cumulative.** Except for express remedies already provided in this Agreement, the rights and remedies of a Party pursuant to this Article 16 are cumulative and in addition to the rights of the Parties otherwise provided in this Agreement.

## ARTICLE 17 INSURANCE

### 17.1 **Insurance.**

(a) **General Liability.** Seller shall maintain, or cause to be maintained at its sole expense, (i) commercial general liability insurance with a minimum of liability limits in the amount of [REDACTED]

[REDACTED] Coverage shall include products and completed operations, personal & advertising injury insurance, contractual liability, specifically covering Seller's obligations under this Agreement. The policy shall provide Buyer with an additional insured status but only to the extent of the liabilities assumed hereunder by Seller. Defense costs shall be provided as an additional benefit and not included with the limits of liability. Such insurance shall contain standard cross-liability and separation of insureds provisions.

(b) **Umbrella or Excess Liability Insurance.** Seller shall maintain, or cause to be maintained at its sole expense, an Umbrella or Excess Liability Insurance policy in a minimum amount of liability of [REDACTED]

(c) **Workers Compensation Insurance.** Seller, if it has employees, shall also maintain at all times during the Contract Term Workers' Compensation and Employers' Liability insurance coverage in accordance with applicable requirements of California Law. Employer's Liability insurance shall be [REDACTED] for injury or death occurring as a result of each accident. With regard to bodily injury by disease, the One Million Dollar (\$1,000,000) policy limit will apply to each employee.

(d) **Business Auto Liability Insurance.** Seller shall maintain at all times during the Contract Term Business Auto Liability insurance for bodily injury and property damage with limits of [REDACTED] Such insurance shall cover liability

arising out of Seller's use of all owned (if any), non-owned and hired vehicles, including trailers or semi-trailers in the performance of the Agreement.

(e) **Construction All-Risk Insurance.** Seller shall maintain or cause to be maintained during the construction of the Facility, but only after major electrical generating equipment as arrived at the Facility, prior to the Commercial Operation Date, construction all-risk form property insurance covering the Facility during such construction periods, and naming the Lender (if any) as the loss payee where its interest may appear.

(f) **Pollution Legal Liability.** Seller shall maintain or cause to be maintained during the construction of the Facility prior to the Commercial Operation Date, Pollution Legal Liability Insurance in the amount of [REDACTED]. Such insurance shall include coverage for bodily injury and property damage, including clean-up costs and defense costs, resulting from sudden & accidental pollution conditions.

(g) **Subcontractor Insurance.** Seller shall require all of its subcontractors with contracts with a value [REDACTED] to carry the same levels of insurance as Seller except where Seller has reasonably determined that no exposure exists. All subcontractors shall include Seller as an additional insured to (i) Commercial General Liability insurance; (ii) Employers' Liability coverage; and (iii) Business Auto Liability insurance for bodily injury and property damage. All subcontractors shall provide a primary and non-contributory endorsement and a waiver of subrogation to Seller for the required coverage pursuant to this Section 17.1(g).

(h) **Evidence of Insurance.** Within thirty (30) days after execution of the Agreement and upon annual renewal thereafter, Seller shall deliver to Buyer certificates of insurance evidencing such coverage. Buyer shall be given at least thirty (30) days prior Notice by Seller in the event of any cancellation of coverage except for ten (10) days for non-payment of premium. Such insurance shall be primary coverage without right of contribution from any insurance of Buyer except for Umbrella or Excess Liability which is non-contributory. Any other insurance maintained by Seller is for the exclusive benefit of Seller and shall not in any manner inure to the benefit of Buyer.

## **ARTICLE 18 CONFIDENTIAL INFORMATION**

18.1 **Definition of Confidential Information.** The following constitutes "**Confidential Information**," whether oral or written which is delivered by Seller to Buyer or by Buyer to Seller including: (a) the terms and conditions of, and proposals and negotiations related to, this Agreement, and (b) information that either Seller or Buyer stamps or otherwise identifies as "confidential" or "proprietary" before disclosing it to the other. Confidential Information does not include (i) information that was publicly available at the time of the disclosure, other than as a result of a disclosure in breach of this Agreement; (ii) information that becomes publicly available through no fault of the recipient after the time of the delivery; (iii) information that was rightfully in the possession of the recipient (without confidential or proprietary restriction) at the time of delivery or that becomes available to the recipient from a source not subject to any restriction against disclosing such information to the recipient; and (iv) information that the recipient independently developed without a violation of this Agreement.

18.2 **Duty to Maintain Confidentiality.** Confidential Information will retain its character as Confidential Information but may be disclosed by the recipient (the “**Receiving Party**”) if and to the extent such disclosure is required (a) to be made by any requirements of Law, (b) pursuant to an order of a court or (c) in order to enforce this Agreement. If the Receiving Party becomes legally compelled (by interrogatories, requests for information or documents, subpoenas, summons, civil investigative demands, or similar processes or otherwise in connection with any litigation or to comply with any applicable law, order, regulation, ruling, regulatory request, accounting disclosure rule or standard or any exchange, control area or independent system operator request or rule) to disclose any Confidential Information of the disclosing Party (the “**Disclosing Party**”), Receiving Party shall provide Disclosing Party with prompt notice so that Disclosing Party, at its sole expense, may seek an appropriate protective order or other appropriate remedy. If the Disclosing Party takes no such action after receiving the foregoing notice from the Receiving Party, the Receiving Party is not required to defend against such request and shall be permitted to disclose such Confidential Information of the Disclosing Party, with no liability for any damages that arise from such disclosure. Each Party hereto acknowledges and agrees that information and documentation provided in connection with this Agreement may be subject to the California Public Records Act (Government Code Section 6250 et seq.).

18.3 **Irreparable Injury; Remedies.** Receiving Party acknowledges that its obligations hereunder are necessary and reasonable in order to protect Disclosing Party and the business of Disclosing Party, and expressly acknowledges that monetary damages would be inadequate to compensate Disclosing Party for any breach or threatened breach by Receiving Party of any covenants and agreements set forth in this Article 18. Accordingly, Receiving Party acknowledges that any such breach or threatened breach will cause irreparable injury to Disclosing Party and that, in addition to any other remedies that may be available, in law, in equity or otherwise, Disclosing Party will be entitled to obtain injunctive relief against the threatened breach of this Article 18 or the continuation of any such breach, without the necessity of proving actual damages.

18.4 **Disclosure to Lenders, Etc.** Notwithstanding anything to the contrary in this Article 18, Confidential Information may be disclosed by Seller to any actual or potential Lender or investor or any of their Affiliates, and Seller’s actual or potential agents, consultants, contractors, or trustees, so long as the Person to whom Confidential Information is disclosed agrees in writing to be bound by the confidentiality provisions of this Article 18 to the same extent as if it were a Party.

18.5 **Public Records Act.** Seller and Buyer acknowledge and agree that this Agreement and any documents, notices or confirmations executed in connection therewith are subject to the requirements of the California Public Records Act (Cal. Government Code § 6250 et seq.). Buyer acknowledges that Seller may submit information to Buyer that the other party considers confidential, proprietary, or trade secret information pursuant to the Uniform Trade Secrets Act (Cal. Civ. Code § 3426 et seq.), or otherwise protected from disclosure pursuant to an exemption to the California Public Records Act (Cal. Government Code §§ 6254 and 6255). Seller acknowledges that Buyer may submit to Seller information that Buyer considers confidential or proprietary or protected from disclosure pursuant to exemptions to the California Public Records Act (Government Code sections 6254 and 6255). Upon request or demand of any third person or entity not a party to this Agreement (“**Requestor**”) for production, inspection and/or copying of

information designated by a Party as confidential information (such designated information, the “Confidential Information” and the disclosing Party, the “**Disclosing Party**”), the Party receiving such request (the “**Receiving Party**”) as soon as practical, shall notify the Disclosing Party that such request has been made as specified in the Cover Sheet. The Disclosing Party shall be solely responsible for taking whatever legal steps are necessary to protect information deemed by it to be Confidential Information and to prevent release of information to the Requestor by the Receiving Party. If the Disclosing Party takes no such action after receiving the foregoing notice from the Receiving Party, the Receiving Party shall be permitted to comply with the Requestor’s demand and is not required to defend against it.

18.6      **Press Releases.** Neither Party shall issue (or cause its Affiliates to issue) a press release regarding the transactions contemplated by this Agreement unless both Parties have agreed upon the contents of any such public statement.

## **ARTICLE 19 MISCELLANEOUS**

19.1      **Entire Agreement; Integration; Exhibits.** This Agreement, together with the Cover Sheet and Exhibits attached hereto constitutes the entire agreement and understanding between Seller and Buyer with respect to the subject matter hereof and supersedes all prior agreements relating to the subject matter hereof, which are of no further force or effect. The Exhibits attached hereto are integral parts hereof and are made a part of this Agreement by reference. The headings used herein are for convenience and reference purposes only. In the event of a conflict between the provisions of this Agreement and those of the Cover Sheet or any Exhibit, the provisions of first the Cover Sheet, and then this Agreement shall prevail, and such Exhibit shall be corrected accordingly. This Agreement shall be considered for all purposes as prepared through the joint efforts of the Parties and shall not be construed against one Party or the other Party as a result of the preparation, substitution, submission or other event of negotiation, drafting or execution hereof.

19.2      **Amendments.** This Agreement may only be amended, modified or supplemented by an instrument in writing executed by duly authorized representatives of Seller and Buyer; *provided*, for the avoidance of doubt, this Agreement may not be amended by electronic mail communications.

19.3      **No Waiver.** Waiver by a Party of any default by the other Party shall not be construed as a waiver of any other default.

19.4      **No Agency, Partnership, Joint Venture or Lease.** Seller and the agents and employees of Seller shall, in the performance of this Agreement, act in an independent capacity and not as officers or employees or agents of Buyer. Under this Agreement, Seller and Buyer intend to act as energy seller and energy purchaser, respectively, and do not intend to be treated as, and shall not act as, partners in, co-venturers in or lessor/lessee with respect to the Facility or any business related to the Facility. This Agreement shall not impart any rights enforceable by any third party (other than a permitted successor or assignee bound to this Agreement or, to the extent set forth herein, any Lender) or Indemnified Party.

19.5 **Severability.** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, the Parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby. The Parties shall, however, use their best endeavors to agree on the replacement of the void, illegal or unenforceable provision(s) with legally acceptable clauses which correspond as closely as possible to the sense and purpose of the affected provision and this Agreement as a whole.

19.6 **Mobile-Sierra.** Notwithstanding any other provision of this Agreement, neither Party shall seek, nor shall they support any third party seeking, to prospectively or retroactively revise the rates, terms or conditions of service of this Agreement through application or complaint to FERC pursuant to the provisions of Section 205, 206 or 306 of the Federal Power Act, or any other provisions of the Federal Power Act, absent prior written agreement of the Parties. Further, absent the prior written agreement in writing by both Parties, the standard of review for changes to the rates, terms or conditions of service of this Agreement proposed by a Party shall be the “public interest” standard of review set forth in *United Gas Pipe Line Co. v. Mobile Gas Service Corp.*, 350 U.S. 332 (1956) and *Federal Power Commission v. Sierra Pacific Power Co.*, 350 U.S. 348 (1956) and clarified by *Morgan Stanley Capital Group, Inc. v. Public Util. Dist. No. 1 of Snohomish*, 554 U.S. 527 (2008). Changes proposed by a non-Party or FERC acting *sua sponte* shall be subject to the most stringent standard permissible under applicable law.

19.7 **Counterparts; Electronic Signatures.** This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument and each of which shall be deemed an original. The Parties may rely on electronic, facsimile or scanned signatures as originals.

19.8 **Electronic Delivery.** Delivery of an executed signature page of this Agreement by electronic format (including portable document format (.pdf)) shall be the same as delivery of an original executed signature page.

19.9 **Binding Effect.** This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

19.10 **No Recourse to Members of Buyer.** Buyer is organized as a Joint Powers Authority in accordance with the Joint Exercise of Powers Act of the State of California (Government Code Section 6500, et seq.) pursuant to its Joint Powers Agreement and is a public entity separate from its constituent members. Buyer shall solely be responsible for all debts, obligations and liabilities accruing and arising out of this Agreement. Seller shall have no rights and shall not make any claims, take any actions or assert any remedies against any of Buyer’s constituent members, or the employees, directors, officers, consultants or advisors of Buyer or its constituent members, in connection with this Agreement.

19.11 **Forward Contract.** The Parties acknowledge and agree that this Agreement constitutes a “forward contract” within the meaning of the U.S. Bankruptcy Code, and Buyer and Seller are “forward contract merchants” within the meaning of the U.S. Bankruptcy Code. Each Party further agrees that, for all purposes of this Agreement, each Party waives and agrees not to assert the applicability of the provisions of 11 U.S.C. § 366 in any bankruptcy proceeding wherein such Party is a debtor. In any such proceeding, each Party further waives the

right to assert that the other Party is a provider of last resort to the extent such term relates to 11 U.S.C. §366 or another provision of 11 U.S.C. § 101-1532.

19.12     **Further Assurances.** Each of the Parties hereto agree to provide such information, execute and deliver any instruments and documents and to take such other actions as may be necessary or reasonably requested by the other Party which are not inconsistent with the provisions of this Agreement and which do not involve the assumptions of obligations other than those provided for in this Agreement, to give full effect to this Agreement and to carry out the intent of this Agreement.

*[Signatures on following page]*

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the Effective Date.

**Vikings Energy Farm LLC, a  
California limited liability company**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

***[Note: to be updated]***

**SAN DIEGO COMMUNITY POWER, a  
California joint powers authority**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## **EXHIBIT A**

### **FACILITY DESCRIPTION**

**Site Name:** Holtville, California

**Site includes all or some of the following APNs:** APNs 050-070-018, 050-070-019, and 050-070-021

**County:** Imperial County

**CEQA Lead Agency:** Imperial County

**Type of Facility:** Solar PV and Battery Energy Storage System (BESS)

**Operating Characteristics of Facility:** [REDACTED]

**Type of Storage Facility:** Battery

**Operating Characteristics of Storage Facility;**

**Maximum Stored Energy Level at COD (MWh):** [REDACTED]

**Maximum Charging Capacity at COD:** [REDACTED]

**Maximum Discharging Capacity at COD:** [REDACTED]

**Delivery Point:** See Cover Sheet

**Generating Facility Meter Locations:** See Exhibit P

**Storage Facility Meter Locations:** See Exhibit P

**Facility Interconnection Point:** [REDACTED]

**Participating Transmission Owner:** Imperial Irrigation District



## EXHIBIT B

### MAJOR PROJECT DEVELOPMENT MILESTONES AND COMMERCIAL OPERATION

1. **Major Project Development Milestones.** “**Construction Start**” will occur upon Seller’s execution of an engineering, procurement, and construction contract (or similar agreement) and issuance thereunder of a notice to proceed that authorizes the contractor to mobilize to Site and begin physical construction at the Site. The date of Construction Start will be evidenced by and subject to Seller’s delivery to Buyer of a certificate substantially in the form attached as Exhibit J hereto, and the date certified therein by Seller shall be the “**Construction Start Date**.”

2. **Commercial Operation of the Storage Facility.** “**Storage Facility Commercial Operation**” means the condition existing when (i) Seller has provided Notice to Buyer substantially in the form of Exhibit H-1 (the “**Storage Facility COD Certificate**”), and (ii) Seller has notified Buyer in writing that it has provided the required documentation to Buyer and met the conditions set forth in Section 2.2(a) for achieving Storage Facility Commercial Operation. The “**Storage Facility Commercial Operation Date**” shall be the later of (x) one hundred and twenty (120) days before the Storage Facility Guaranteed Commercial Operation Date or (y) the date specified in the Storage Facility COD Certificate.

(a) Seller shall cause Storage Facility Commercial Operation for the Storage Facility to occur by the Storage Facility Guaranteed Commercial Operation Date. Seller shall notify Buyer at least sixty (60) days before the anticipated Storage Facility Commercial Operation Date.

(b) Reserved

(c) If Seller does not achieve Storage Facility Commercial Operation by the Storage Facility Guaranteed Commercial Operation Date, Seller shall pay Storage Facility Commercial Operation Delay Damages to Buyer for each day after the Storage Facility Guaranteed Commercial Operation Date until the Storage Facility Commercial Operation Date, but not to exceed sixty (60) days. Storage Facility Commercial Operation Delay Damages shall be payable to Buyer by Seller until the Storage Facility Commercial Operation Date. On or before the tenth (10<sup>th</sup>) of each month, Buyer shall invoice Seller for Storage Facility Commercial Operation Delay Damages, if any, accrued during the prior month and, within ten (10) Business Days following Seller’s receipt of such invoice, Seller shall pay Buyer the amount of the Storage Facility Commercial Operation Delay Damages set forth in such invoice. The Parties agree that Buyer’s receipt of Storage Facility Commercial Operation Delay Damages shall be Buyer’s sole and exclusive remedy for Seller’s unexcused delay in achieving the Storage Facility Commercial Operation Date on or before the Storage Facility Guaranteed Commercial Operation Date, but shall not be construed as Buyer’s declaration of a partial termination of the purchase and sale of Resource Adequacy Benefits hereunder, pursuant to Section 3 of this Exhibit B.

3. **Partial Termination for Failure to Achieve Storage Facility Commercial Operation.** If the Storage Facility has not achieved the Storage Facility Commercial Operation Date within sixty (60) days after the Storage Facility Guaranteed Commercial Operation Date, Buyer may elect to terminate the purchase and sale of Resource Adequacy Benefits under this Agreement by

providing notice of such partial termination to Seller. Upon such partial termination, Seller will pay to Buyer the Storage Facility Damage Payment and the obligations of Buyer and Seller under Section 3.7 of this Agreement with respect to the purchase and sale of Resource Adequacy Benefits will terminate.

4. **Commercial Operation of the Generating Facility. “Generating Facility Commercial Operation”** means the condition existing when (i) Seller has provided Notice to Buyer substantially in the form of Exhibit H-2 (the “**Generating Facility COD Certificate**”), and (ii) Seller has notified Buyer in writing that it has provided the required documentation to Buyer and met the conditions set forth in Section 2.2(b) for achieving Generating Facility Commercial Operation. The “**Generating Facility Commercial Operation Date**” shall be the date specified in the Generating Facility COD Certificate.

(a) Seller shall cause Generating Facility Commercial Operation for the Generating Facility to occur by the Generating Facility Guaranteed Commercial Operation Date. Seller shall notify Buyer at least sixty (60) days before the anticipated Generating Facility Commercial Operation Date.

(b) Reserved

(c) If Seller does not achieve Generating Facility Commercial Operation by the Generating Facility Guaranteed Commercial Operation Date, Seller shall pay Generating Facility Commercial Operation Delay Damages to Buyer for each day after the Generating Facility Guaranteed Commercial Operation Date until the Generating Facility Commercial Operation Date, but not to exceed one hundred twenty (120) days. On or before the tenth (10<sup>th</sup>) of each month, Buyer shall invoice Seller for Generating Facility Commercial Operation Delay Damages, if any, accrued during the prior month and, within ten (10) Business Days following Seller’s receipt of such invoice, Seller shall pay Buyer the amount of the Generating Facility Commercial Operation Delay Damages set forth in such invoice. The Parties agree that Buyer’s receipt of Generating Facility Commercial Operation Delay Damages shall be Buyer’s sole and exclusive remedy for Seller’s unexcused delay in achieving the Generating Facility Commercial Operation Date on or before the Generating Facility Guaranteed Commercial Operation Date, but shall not be construed as Buyer’s declaration that an Event of Default has occurred under any provision of Section 11.1 or declaration of a partial termination of the purchase and sale of PV Energy and Green Attributes hereunder pursuant to Section 5 of this Exhibit B.

5. **Full or Partial Termination for Failure to Achieve Generating Facility Commercial Operation**.

(a) If both (a) the Generating Facility has not achieved the Generating Facility Commercial Operation Date within one hundred twenty (120) days after the Generating Facility Guaranteed Commercial Operation Date, and (b) the Storage Facility has not achieved the Storage Facility Commercial Operation within one hundred twenty (120) days after the Generating Facility Guaranteed Commercial Operation Date, then Buyer may elect to terminate this Agreement in accordance with Sections 11.1(b)(ii) and 11.2.

(b) If the Generating Facility has not achieved the Generating Facility Commercial Operation Date within one hundred twenty (120) days after the Generating Facility Guaranteed Commercial Operation Date, but the Storage Facility has achieved the Storage Facility Commercial Operation Date by such date, then Buyer shall not have the right to terminate this Agreement in accordance with Sections 11.1(b)(ii) and 11.2, but Buyer may elect to terminate the purchase and sale of PV Energy and Green Attributes under this Agreement by providing notice of such partial termination to Seller. Upon such partial termination, (i) Seller will pay to Buyer the Generating Facility Damage Payment, (ii) the obligations of Buyer and Seller under this Agreement with respect to the purchase and sale of PV Energy and Green Attributes will terminate, (iii) the Product will be limited to Resource Adequacy Benefits, (iv) the Facility will be limited to the Storage Facility, and (v) without limiting the preceding clauses (i) through (iv), Sections 2.2(b), 3.2, 3.4, 3.5, 3.8, 3.9, 3.13, 4.1, 4.2, 4.3, 4.4, 4.7, 4.8, 4.10, 11.1(b)(i)-(vi); Section 7(a) of this Exhibit B; Sections (a), (b) and (e) of Exhibit C; Exhibit F; Exhibit G; Exhibit H-2; and Exhibit I-2 will no longer apply.

6. **Extension of the Guaranteed Dates.** The Storage Facility Guaranteed Commercial Operation Date and Generating Facility Guaranteed Commercial Operation Date shall, subject to notice and documentation requirements set forth below, each be extended on a day-for-day basis (the “**Development Cure Period**”) for the duration of any and all delays arising out of a Force Majeure Event. Notwithstanding anything in this Agreement to the contrary, the cumulative extensions granted under the Development Cure Period shall not exceed one hundred eighty (180) days, for any reason, and no extension shall be given if the delay was the result of Seller’s failure to take all reasonable actions to meet its requirements and deadlines. Notwithstanding anything to the contrary, no extension under the Development Cure Period shall be given if (i) the delay was the result of Seller’s failure to take all commercially reasonable actions to meet its requirements and deadlines, (ii) Seller failed to provide requested documentation as provided below, or (iii) Seller failed to provide written notice to Buyer as required in the next sentence. Seller shall provide prompt written notice to Buyer of a delay, but in no case more than thirty (30) days after Seller became aware of such delay, except that in the case of a delay occurring within sixty (60) days of the Storage Facility Expected Commercial Operation Date or Generating Facility Expected Commercial Operation Date, or after such date, Seller must provide written notice within five (5) Business Days of Seller becoming aware of such delay. Upon request from Buyer, Seller shall provide documentation demonstrating to Buyer’s reasonable satisfaction that the delays described above did not result from Seller’s actions or failure to take reasonable actions.

7. **Failure to Reach Guaranteed Capacity.**

(a) *Guaranteed PV Capacity.* If, at Generating Facility Commercial Operation, the Installed PV Capacity is less than one hundred percent (100%) of the Guaranteed PV Capacity, Seller shall have one hundred twenty (120) days after the Generating Facility Commercial Operation Date to install additional capacity such that the Installed PV Capacity is equal to (but not greater than) the Guaranteed PV Capacity, and Seller shall provide to Buyer a new certificate substantially in the form attached as Exhibit I-2 hereto specifying the new Installed PV Capacity. If Seller fails to achieve an Installed PV Capacity that is equal to the Guaranteed PV Capacity by such date, Seller shall pay “**Generating Facility Capacity Damages**” to Buyer, in an amount equal to the product of (i) [REDACTED] and (ii) each MW (or

portion thereof) that the Guaranteed PV Capacity exceeds the Installed PV Capacity as of such date, and the Expected Energy, Performance Security, and other applicable portions of the Agreement shall be adjusted accordingly.

(b) *Guaranteed Storage Capacity.* If, at Storage Facility Commercial Operation, the Installed Storage Capacity is less than one hundred percent (100%) of the Guaranteed Storage Capacity, Seller shall have one hundred twenty (120) days after the Storage Facility Commercial Operation Date to install additional capacity such that the Installed Storage Capacity is equal to (but not greater than) one hundred percent (100%) of the Guaranteed Storage Capacity, and Seller shall provide to Buyer a new certificate substantially in the form attached as Exhibit I-1 hereto specifying the new Installed Storage Capacity. If Seller fails to achieve an Installed Storage Capacity that is equal to the Guaranteed Storage Capacity by such date, Seller shall pay “**Storage Facility Capacity Damages**” to Buyer, in an amount equal to the product of (i) [REDACTED] and (ii) each MW (or portion thereof) that the Guaranteed Storage Capacity exceeds the Installed Storage Capacity as of such date, and the Performance Security, and other applicable portions of the Agreement shall be adjusted accordingly.

## EXHIBIT C

### COMPENSATION

Throughout the Delivery Term, Buyer shall compensate Seller for the Product in accordance with this Exhibit C:

(a) Energy Payment. On or after the Generating Facility Commercial Operation Date, Buyer shall pay Seller in accordance with Section 8.1 for each MWh of PV Energy delivered by Seller and received by Buyer during such month, in accordance with the terms herein, an amount equal to the sum of, for each Settlement Period, the product of (x) the PV Energy delivered during such Settlement Period, and (y) the Energy Price (the “**Energy Payment**”).

(b) REC Payment. On or after the Generating Facility Commercial Operation Date, Buyer shall pay Seller in accordance with Section 8.1 for each MWh of PV Energy delivered by Seller and received by Buyer during such month, in accordance with the terms herein, an amount equal to the product of (x) the PV Energy delivered during such month, and (y) REC Rate n(the “**REC Payment**”); *provided, however*, that such REC Payment shall be adjusted pursuant to Section 4.10(e) to reflect the amount of WREGIS Certificates actually delivered during each month of the Delivery Term. If, at any point in any Contract Year, the amount of PV Energy exceeds one hundred and ten percent (110%) of the Expected Energy for such Contract Year, the REC Payment shall be calculated using fifty percent (50%) of the REC Rate. If, at any point in any Contract Year, the amount of PV Energy exceeds one hundred and fifteen percent (115%) of the Expected Energy for such Contract Year, no REC Payment shall be owed by Buyer for any additional PV Energy.

(c) Capacity Payment. On or after the Storage Facility Commercial Operation Date, for each Showing Month of the Delivery Term, Buyer shall pay Seller the product of: (a) the Net Qualifying Capacity of the Facility and any Replacement RA that is eligible to be qualified as Resource Adequacy Benefits by both the CPUC and CAISO for such Showing Month and included in Supply Plans for Buyer for such Showing Month, (b) the Capacity Rate, and (c) 1,000.

(d) Reserved.

(e) Netting. Seller, through its Scheduling Coordinator, shall receive (and is entitled to retain) payment for PV Energy from CAISO for such delivery based on the applicable Energy Price, as published by CAISO. Consequently, Buyer and Seller hereby agree to net the payment for PV Energy Seller receives from CAISO against the Energy Payment payable by Buyer hereunder, such that the net payment Seller shall receive from Buyer for PV Energy shall net to zero (\$0.00) during each Settlement Period during which PV Energy is delivered pursuant to this Agreement, and the net payment Seller shall receive from Buyer for the Products shall net to the sum of the REC Rate for all WREGIS Certificates delivered in such Settlement Period and the Capacity Rate for all Resource Adequacy Benefits delivered in such Settlement Period. The Parties acknowledge that the actual CAISO revenues received by Seller may be greater than or less than the Energy Price but agree that the CAISO credit shall fully offset the Energy Price component of the Contract Price, and that no amount associated with the Energy Price shall be payable to or from Buyer hereunder. For avoidance of doubt, Buyer is purchasing a bundled

product and Seller's receipt of payment directly via CAISO settlements is for the Parties' mutual convenience.

(f) Tax Credits. The Parties agree that neither the REC Rate nor the Capacity Rate are subject to adjustment or amendment if Seller fails to receive any Tax Credits, or if any Tax Credits expire, are repealed or otherwise cease to apply to Seller or the Facility in whole or in part, or Seller or its investors are unable to benefit from any Tax Credits. Seller shall bear all risks, financial and otherwise, throughout the Contract Term, associated with Seller's or the Facility's eligibility to receive Tax Credits or to qualify for accelerated depreciation for Seller's accounting, reporting or Tax purposes. The obligations of the Parties hereunder, including those obligations set forth herein regarding the purchase and price for and Seller's obligation to deliver PV Energy and Product, shall be effective regardless of whether the sale of PV Energy is eligible for, or receives Tax Credits during the Contract Term.

## EXHIBIT D

### SCHEDULING COORDINATOR RESPONSIBILITIES

#### Scheduling Coordinator Responsibilities.

(a) Seller as Scheduling Coordinator for the Facility. Upon Initial Synchronization of the Facility to the CAISO Grid and through the end of the Delivery Term, Seller shall be the Scheduling Coordinator or designate a qualified third party to provide Scheduling Coordinator services for the Facility for the delivery and the receipt of the Product at the Delivery Point and for the purposes of conducting Storage Capacity Tests. On and after Initial Synchronization of the Facility, Seller (as the Facility's SC) shall submit Schedules to the CAISO in accordance with this Agreement and the applicable CAISO Tariff, protocols and Scheduling practices for Product on a day-ahead, hour-ahead, fifteen-minute market or real time basis, as determined by Seller and in accordance with CAISO Tariff requirements applicable to Pseudo-Tie Resources. Seller (as the Facility's SC) shall ensure that all PV Energy is electronically tagged (E-tagged) in accordance with Generally Accepted Utility Practice.

(b) CAISO/IID Costs and Revenues. Seller (as Scheduling Coordinator for the Facility) shall be responsible for CAISO and/or IID costs (including penalties, Imbalance Energy costs, and other charges) and shall be entitled to all CAISO and/or IID revenues (including credits, Imbalance Energy revenues, and other payments), including revenues associated with CAISO/IID dispatches, bid cost recovery, Inter-SC Trade credits, or other credits in respect of the Product Scheduled or delivered from the Facility. Seller shall be responsible for all CAISO or IID penalties resulting from any failure by Seller to abide by the CAISO or IID Tariffs, respectively, or the outage notification requirements set forth in this Agreement (except to the extent such non-compliance is caused by Buyer's failure to perform its duties under this Agreement). The Parties agree that any Availability Incentive Payments (as defined in the CAISO Tariff) are for the benefit of the Seller and for Seller's account and that any Non-Availability Charges (as defined in the CAISO Tariff) are the responsibility of the Seller and for Seller's account. In addition, if during the Delivery Term, the CAISO implements or has implemented any sanction or penalty related to scheduling, outage reporting, or generator operation, and any such sanctions or penalties are imposed upon the Facility or to Seller as Scheduling Coordinator due to failure by Seller to abide by the CAISO Tariff or the outage notification requirements set forth in this Agreement, the cost of the sanctions or penalties shall be the Seller's responsibility.

(c) CAISO Settlements. Seller (as the Facility's SC) shall be responsible for all settlement functions with the CAISO related to the Facility. Seller shall render a separate invoice to Buyer for any CAISO payments, charges or penalties ("**CAISO Charges Invoice**") for which Buyer is responsible under this Agreement. CAISO Charges Invoices shall be rendered after settlement information becomes available from the CAISO that identifies any such CAISO charges. Notwithstanding the foregoing, Buyer acknowledges that the CAISO will issue additional invoices reflecting CAISO adjustments to such CAISO charges. Seller will review, validate, and if requested by Buyer under paragraph (d) below, dispute any charges that are the responsibility of Buyer in a timely manner and consistent with Seller's existing settlement processes for charges that are Seller's responsibilities. Subject to Buyer's right to dispute and to have Seller pursue the dispute of any such invoices, Buyer shall pay the amount of CAISO Charges Invoices within ten

(10) Business Days of Buyer's receipt of the CAISO Charges Invoice. If Buyer fails to pay such CAISO Charges Invoice within that period, Seller may net or offset any amounts owing to it for these CAISO Charges Invoices against any future amounts it may owe to Buyer under this Agreement. The obligations under this Section with respect to payment of CAISO Charges Invoices shall survive the expiration or termination of this Agreement.

(d) Dispute Costs. Seller (as the Facility's SC) may be required by Buyer to dispute CAISO settlements in respect of the Facility. Buyer agrees to pay Seller's costs and expenses (including reasonable attorneys' fees) associated with its involvement with such CAISO disputes to the extent they relate to CAISO charges payable by Buyer with respect to the Facility that Buyer has directed Seller to dispute.



**EXHIBIT E**  
**PROGRESS REPORTING FORM**

Each Progress Report must include the following items (as applicable):

1. Executive Summary.
2. Facility description.
3. Site plan of the Facility.
4. Gantt chart schedule showing progress on achieving each of the Milestones.
5. Description of any material planned changes to the Facility or the site.
6. Summary of activities during the previous calendar quarter or month, as applicable.
7. Forecast of activities scheduled for the current calendar quarter.
8. Written description about the progress relative to Seller's Milestones, including whether Seller has met or is on target to meet the Milestones.
9. List of issues that are likely to potentially affect Seller's Milestones.
10. A status report of start-up activities including a forecast of activities ongoing and after start-up, a report on Facility performance including performance projections for the next twelve (12) months.
11. If applicable, prevailing wage reports as required by Law.
12. Progress and schedule of all major agreements, contracts, permits, approvals, technical studies, financing agreements and major equipment purchase orders showing the start dates, completion dates, and completion percentages.
13. Pictures, in sufficient quantity and of appropriate detail, in order to document construction and startup progress of the Facility, the interconnection into the Transmission System and all other interconnection utility services.
14. Supplier Diversity Reporting (if applicable). Format to be provided by Buyer.
15. Any other documentation reasonably requested by Buyer.

**EXHIBIT F**  
**AVERAGE EXPECTED ENERGY**

	MWh
JAN	
FEB	
MAR	
APR	
MAY	
JUN	
JUL	
AUG	
SEP	
OCT	
NOV	
DEC	

The foregoing table is provided for informational purposes only, and it shall not constitute, or be deemed to constitute, an obligation of any of the Parties to this Agreement.

## EXHIBIT G

### GUARANTEED ENERGY PRODUCTION DAMAGES CALCULATION

In accordance with Section 4.7, if Seller fails to achieve the Guaranteed Energy Production during any Performance Measurement Period, a liquidated damages payment shall be due from Seller to Buyer, calculated as follows:

$$[(A - B) * (C - D)]$$

where:

A = the Guaranteed Energy Production amount for the Performance Measurement Period, in MWh

B = the Adjusted Energy Production amount for the Performance Measurement Period, in MWh

C = the average replacement price for Replacement Green Attributes for the Performance Measurement Period, in \$/MWh, which, with respect to any Replacement Green Attribute, is the lesser of (a) the market value for such Replacement Green Attribute and (b) [REDACTED] Buyer is not required to enter into a replacement transaction in order to determine this amount.

D = the REC Rate for the Contract Year, in \$/MWh

**“Adjusted Energy Production”** shall mean the sum of the following: PV Energy + Lost Output + Replacement Product delivered during the applicable Performance Measurement Period.

**“Lost Output”** has the meaning given in Section 4.7 of the Agreement. Lost Output shall be calculated, in any given period, as the sum of (a) the Real-Time Production Capability of the Generating Facility during such period minus (b) the sum of PV Energy delivered during such period.

**“Real-Time Production Capability”** means the amount of Energy production capability of the Generating Facility taking into account (a) the actual 10-minute (or more frequent) solar data (interpolated over time intervals, if necessary) measured by weather monitoring equipment located at the Facility that was available for operation for the duration of the period in question or prorated accordingly, or, if such monitoring equipment is unavailable during a relevant period, then using other available data or interpolated data determined using industry standard practices, as reasonably acceptable to Seller and Buyer, and (b) the generation determined by the power curve provided by the manufacturer of the solar photovoltaic panels and inverters installed at the Facility reflecting the Energy that would be produced by such solar photovoltaic panels and inverters (adjusted based on the results of the latest power curve test, if any), as applied to the solar data referred to in clause (a), as adjusted for line and step-up transformer losses to the Delivery Point, using historical data compiled by Seller and reasonably agreed or confirmed by Buyer.

**“Replacement Energy”** means energy produced by a facility other than the Facility, that is provided by Seller to Buyer as Replacement Product, in an amount equal to the amount of Replacement Green Attributes provided by Seller as Replacement Product for the same Performance Measurement Period.

**“Replacement Green Attributes”** means Renewable Energy Credits of the same Portfolio Content Category (i.e., PCC1) as the Green Attributes portion of the Product and of the same timeframe for retirement as the Renewable Energy Credits that would have been generated by the Facility during the Performance Measurement Period for which the Replacement Green Attributes are being provided.

No payment shall be due if the calculation of (A - B) or (C - D) yields a negative number.

Within sixty (60) days after each Contract Year, Buyer will send Seller Notice of the amount of damages owing, if any, which shall be payable to Buyer before the later of (a) thirty (30) days of such Notice and (b) ninety (90) days after each Performance Measurement Period, provided that the amount of damages owing shall be adjusted to account for Replacement Product, if any, delivered after each applicable Performance Measurement Period.

**“Replacement Product”** means (a) Replacement Energy, and (b) Replacement Green Attributes.

## EXHIBIT H-1

### FORM OF STORAGE FACILITY COMMERCIAL OPERATION DATE CERTIFICATE

This certification (“**Certification**”) of Storage Facility Commercial Operation is delivered by \_\_\_\_\_[*licensed professional engineer*] (“**Engineer**”) to San Diego Community Power, a California joint powers authority (“**Buyer**”) in accordance with the terms of that certain Renewable Power Purchase Agreement dated \_\_\_\_\_ (“**Agreement**”) by and between [\_\_\_\_\_] (“**Seller**”) and Buyer. All capitalized terms used in this Certification but not otherwise defined herein shall have the respective meanings assigned to such terms in the Agreement.

As of \_[DATE]\_, Engineer hereby certifies and represents to Buyer the following:

1. The Storage Facility is fully operational, reliable and interconnected, fully integrated and synchronized with the Transmission System.
2. Seller has installed equipment for the Storage Facility with a nameplate capacity of no less than ninety five percent (95%) of the Guaranteed Storage Capacity, and such aggregate Storage Facility nameplate capacity is [*aggregate nameplate capacity in MW*].
3. Seller has commissioned all equipment in accordance with its respective manufacturer’s specifications.
4. The Storage Facility has an Installed Storage Capacity, as determined pursuant to a Storage Facility Commercial Operation Date Capacity Test performed pursuant to Exhibit Q, that is no less than ninety five percent (95%) of the Guaranteed Storage Capacity.
4. The Storage Facility has received CAISO Certification and is fully capable of charging, storing and Discharging Energy up to no less than ninety five percent (95%) of the Storage Capacity and receiving instructions to charge, store and discharge energy, all within the operational constraints and subject to the applicable Operating Restrictions.
5. Seller has demonstrated functionality of the Facility’s communication systems and automatic generation control (AGC) interface to operate the Facility as necessary to respond and follow instructions, including an electronic signal conveying real time and intra-day instructions, directed by the Buyer in accordance with the PPA and/or the CAISO.
6. Authorization to parallel the Storage Facility was obtained by the Participating Transmission Provider, [Name of Participating Transmission Owner as appropriate] on [DATE].
7. The Transmission Provider has provided documentation supporting full unrestricted release for Storage Facility Commercial Operation by [Name of Participating Transmission Owner as appropriate] on [DATE].
8. The CAISO has provided notification supporting Storage Facility Commercial Operation, in accordance with the CAISO Tariff on [DATE].

EXECUTED by [LICENSED PROFESSIONAL ENGINEER]

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

[LICENSED PROFESSIONAL ENGINEER]

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT H-2

### FORM OF GENERATING FACILITY COMMERCIAL OPERATION DATE CERTIFICATE

This certification (“**Certification**”) of Generating Facility Commercial Operation is delivered by \_\_\_\_\_[*licensed professional engineer*] (“**Engineer**”) to San Diego Community Power, a California joint powers authority (“**Buyer**”) in accordance with the terms of that certain Renewable Power Purchase Agreement dated \_\_\_\_\_ (“**Agreement**”) by and between [\_\_\_\_\_] (“**Seller**”) and Buyer. All capitalized terms used in this Certification but not otherwise defined herein shall have the respective meanings assigned to such terms in the Agreement.

As of \_[DATE]\_, Engineer hereby certifies and represents to Buyer the following:

1. The Generating Facility is fully operational, reliable and interconnected, fully integrated and synchronized with the Transmission System.
2. Seller has installed equipment for the Generating Facility with a nameplate capacity of no less than ninety five percent (95%) Guaranteed PV Capacity, and such aggregate Generating Facility nameplate capacity is [*aggregate nameplate capacity in MW*].
3. Seller has commissioned all equipment in accordance with its respective manufacturer’s specifications.
4. Seller has demonstrated functionality of the Generating Facility’s communication systems and automatic generation control (AGC) interface to operate the Generating Facility as necessary to respond and follow instructions, including an electronic signal conveying real time and intra-day instructions, directed by the Buyer in accordance with the PPA and/or the CAISO.
5. The Generating Facility’s testing included a performance test demonstrating peak electrical output of no less than ninety-five percent (95%) of the Guaranteed PV Capacity for the Generating Facility at the Delivery Point, as adjusted for ambient conditions on the date of the Facility testing.
6. The Transmission Provider has provided documentation supporting full unrestricted release for Generating Facility Commercial Operation by [Name of Participating Transmission Owner as appropriate] on [DATE].
7. The CAISO has provided notification supporting Generating Facility Commercial Operation, in accordance with the CAISO Tariff on [DATE].

EXECUTED by [LICENSED PROFESSIONAL ENGINEER]

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

[LICENSED PROFESSIONAL ENGINEER]

By:\_\_\_\_\_

Its:\_\_\_\_\_

Date:\_\_\_\_\_



## EXHIBIT I-1

### FORM OF INSTALLED STORAGE CAPACITY CERTIFICATE

This certification ("**Certification**") of Installed Storage Capacity is delivered by [licensed professional engineer] ("**Engineer**") to San Diego Community Power, a California joint powers authority ("**Buyer**") in accordance with the terms of that certain Renewable Power Purchase Agreement dated \_\_\_\_\_ ("**Agreement**") by and between [\_\_\_\_\_] ("**Seller**") and Buyer. All capitalized terms used in this Certification but not otherwise defined herein shall have the respective meanings assigned to such terms in the Agreement.

I hereby certify the following:

1. The Storage Facility Commercial Operation Date Capacity Test conducted on [DATE] demonstrated a maximum dependable operating capability to discharge electric energy of \_\_\_ MW-AC to the Interconnection Point at four (4) hours of continuous discharge, in accordance with the testing procedures, requirements and protocols set forth in Exhibit Q, (the "**Installed Storage Capacity**").

EXECUTED by [LICENSED PROFESSIONAL ENGINEER]

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

[LICENSED PROFESSIONAL ENGINEER]

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT I-2

### FORM OF INSTALLED PV CAPACITY CERTIFICATE

This certification ("**Certification**") of Installed PV Capacity is delivered by [licensed professional engineer] ("**Engineer**") to San Diego Community Power, a California joint powers authority ("**Buyer**") in accordance with the terms of that certain Renewable Power Purchase Agreement dated \_\_\_\_\_ ("**Agreement**") by and between [\_\_\_\_\_] ("**Seller**") and Buyer. All capitalized terms used in this Certification but not otherwise defined herein shall have the respective meanings assigned to such terms in the Agreement.

I hereby certify the following:

1. The installed nameplate capacity of the Generating Facility is \_\_ MW-AC.
2. The aggregate nameplate capacity of the inverters comprising the Generating Facility is [*aggregate nameplate capacity in MW-AC*].
3. The performance test for the Generating Facility demonstrated peak electrical output of \_\_ MW-AC at the Interconnection Point, as adjusted for ambient conditions on the date of the performance test (the "**Installed PV Capacity**");

EXECUTED by [LICENSED PROFESSIONAL ENGINEER]

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

[LICENSED PROFESSIONAL ENGINEER]

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT J

### FORM OF CONSTRUCTION START DATE CERTIFICATE

This certification of Construction Start Date (“**Certification**”) is delivered by [\_\_\_\_\_] (“**Seller**”) to San Diego Community Power, a California joint powers authority (“**Buyer**”) in accordance with the terms of that certain Renewable Power Purchase Agreement dated \_\_\_\_\_ (“**Agreement**”) by and between Seller and Buyer. All capitalized terms used in this Certification but not otherwise defined herein shall have the respective meanings assigned to such terms in the Agreement.

Seller hereby certifies and represents to Buyer the following:

1. Construction Start (as defined in Exhibit B of the Agreement) has occurred, and a copy of the notice to proceed that Seller issued to its contractor as part of Construction Start is attached hereto;
2. the Construction Start Date occurred on \_\_\_\_\_ (the “Construction Start Date”); and
3. the precise Site on which the Facility is located is, which must be within the boundaries of the previously identified Site: \_\_\_\_\_.

IN WITNESS WHEREOF, the undersigned has executed this Certification on behalf of Seller as of the \_\_\_\_ day of \_\_\_\_\_.

[SELLER ENTITY]

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT K**  
**FORM OF LETTER OF CREDIT**

[Issuing Bank Letterhead and Address]

IRREVOCABLE STANDBY LETTER OF CREDIT NO. [XXXXXXX]

Date:

Bank Ref.:

Amount: US\$[XXXXXXXXXX]

Expiry Date:

Beneficiary:

San Diego Community Power, a California joint powers authority

Ladies and Gentlemen:

By the order of \_\_\_\_\_ (“Applicant”), we, [insert bank name and address] (“Issuer”) hereby issue our Irrevocable Standby Letter of Credit No. [XXXXXXX] (“Letter of Credit”) in favor of San Diego Community Power, a California joint powers authority (“Beneficiary”), for an amount not to exceed the aggregate sum of U.S. \$[XXXXXXX] (United States Dollars [XXXXXX] and 00/100), pursuant to that certain Renewable Power Purchase Agreement dated as of \_\_\_\_\_ and as amended (“Agreement”) between Applicant and Beneficiary. This Letter of Credit shall become effective immediately and shall expire on [Insert Date] which is one year after the issue date of this Letter of Credit, or any expiration date extended in accordance with the terms hereof (“Expiration Date”).

Funds under this Letter of Credit are available to Beneficiary by presentation on or before the Expiration Date of a dated statement purportedly signed by your duly authorized representative, in the form attached hereto as Exhibit A, containing one of the two alternative paragraphs set forth in paragraph 2 therein, referencing our Letter of Credit No. [XXXXXXX] (“Drawing Certificate”).

The Drawing Certificate may be presented by (a) physical delivery, (b) as a PDF attachment to an e-mail to [bank email address] or (c) facsimile to [bank fax number [XXX-XXX-XXXX]] confirmed by [e-mail to [bank email address]] Transmittal by facsimile or email shall be deemed delivered when received.

The original of this Letter of Credit (and all amendments, if any) is not required to be presented in connection with any presentment of a Drawing Certificate by Beneficiary hereunder in order to receive payment.

We hereby agree with the Beneficiary that all documents presented under and in compliance with

the terms of this Letter of Credit, that such drafts will be duly honored upon presentation to the Issuer on or before the Expiration Date. All payments made under this Letter of Credit shall be made with Issuer's own immediately available funds by means of wire transfer in immediately available United States dollars to Beneficiary's account as indicated by Beneficiary in its Drawing Certificate or in a communication accompanying its Drawing Certificate.

Partial draws are permitted under this Letter of Credit, and this Letter of Credit shall remain in full force and effect with respect to any continuing balance.

It is a condition of this Letter of Credit that the Expiration Date shall be deemed automatically extended without an amendment for a one year period beginning on the present Expiration Date hereof and upon each anniversary for such date, unless at least one hundred twenty (120) days prior to any such Expiration Date we have sent to you written notice by overnight courier service that we elect not to extend this Letter of Credit, in which case it will expire on the date specified in such notice. No presentation made under this Letter of Credit after such Expiration Date will be honored.

Notwithstanding any reference in this Letter of Credit to any other documents, instruments or agreements, this Letter of Credit contains the entire agreement between Beneficiary and Issuer relating to the obligations of Issuer hereunder.

This Letter of Credit shall be subject to the provisions (to the extent that such provisions are not inconsistent with this Letter of Credit) of the International Chamber of Commerce International Standby Practices (ICC publication no. 590, 1998) (the "ISP98") with regard to all matters not provided for herein, and, to the extent not inconsistent with the ISP98, this Letter of Credit shall be governed by and interpreted in accordance with the laws of the State of New York, without giving effect to any choice of law rules that would require the application of laws of another jurisdiction.

Please address all correspondence regarding this Letter of Credit to the attention of the Letter of Credit Department at [insert bank address information], referring specifically to Issuer's Letter of Credit No. [XXXXXXX]. For telephone assistance, please contact Issuer's Standby Letter of Credit Department at [XXX-XXX-XXXX] and have this Letter of Credit available.

[Bank Name]

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[Insert officer name]  
[Insert officer title]

(DRAW REQUEST SHOULD BE ON BENEFICIARY’S LETTERHEAD)

Drawing Certificate

[Insert Bank Name and Address]

The undersigned, a duly authorized representative of San Diego Community Power, a California joint powers authority, as beneficiary (the “Beneficiary”) of the Irrevocable Letter of Credit No. [XXXXXXX] (the “Letter of Credit”) issued by [insert bank name] (the “Bank”) by order of \_\_\_\_\_ (the “Applicant”), hereby certifies to the Bank as follows:

1. Applicant and Beneficiary are party to that certain Renewable Power Purchase Agreement dated as of \_\_\_\_\_, 20\_\_ (the “Agreement”).
2. Beneficiary is making a drawing under this Letter of Credit in the amount of U.S. \$\_\_\_\_\_ because a Seller Event of Default (as such term is defined in the Agreement) has occurred or other occasion provided for in the Agreement where Beneficiary is authorized to draw on the letter of credit has occurred.

OR

Beneficiary is making a drawing under this Letter of Credit in the amount of U.S. \$\_\_\_\_\_, which equals the full available amount under the Letter of Credit, because Applicant is required to maintain the Letter of Credit in force and effect beyond the expiration date of the Letter of Credit but has failed to provide Beneficiary with a replacement Letter of Credit or other acceptable instrument within thirty (30) days prior to such expiration date.

3. The undersigned is a duly authorized representative of San Diego Community Power, a California joint powers authority and is authorized to execute and deliver this Drawing Certificate on behalf of Beneficiary.

You are hereby directed to make payment of the requested amount to San Diego Community Power, a California joint powers authority, by wire transfer in immediately available funds to the following account:

[Specify account information]

San Diego Community Power  
a California joint powers authority

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## EXHIBIT L

### FORM OF GUARANTY

This Guaranty (this “**Guaranty**”) is entered into as of [\_\_\_\_\_] (the “**Effective Date**”) by and between [\_\_\_\_\_] a [\_\_\_\_\_] (“**Guarantor**”), and San Diego Community Power, a California joint powers authority (together with its successors and permitted assigns, “**Buyer**”).

#### Recitals

- A. Buyer and [SELLER ENTITY], a \_\_\_\_\_ (“**Seller**”), entered into that certain Renewable Power Purchase Agreement (as amended, restated or otherwise modified from time to time, the “**PPA**”) dated as of [\_\_\_\_], 20\_\_\_\_.
- B. Guarantor is entering into this Guaranty as Performance Security to secure Seller’s obligations under the PPA, as required by Section 8.8 of the PPA.
- C. It is in the best interest of Guarantor to execute this Guaranty inasmuch as Guarantor will derive substantial direct and indirect benefits from the execution and delivery of the PPA.
- D. Initially capitalized terms used but not defined herein have the meaning set forth in the PPA.

#### Agreement

1. Guaranty. For value received, Guarantor does hereby unconditionally, absolutely and irrevocably guarantee, as primary obligor and not as a surety, to Buyer the prompt payment by Seller of any and all amounts and payment obligations now or hereafter owing from Seller to Buyer under the PPA, including, without limitation, compensation for penalties, the Termination Payment, indemnification payments or other damages, as and when required pursuant to the terms of the PPA (the “**Guaranteed Amount**”), provided, that Guarantor’s aggregate liability under or arising out of this Guaranty shall not exceed \_\_\_\_\_ Dollars (\$\_\_\_\_\_). The Parties understand and agree that any payment by Guarantor or Seller of any portion of the Guaranteed Amount shall thereafter reduce Guarantor’s maximum aggregate liability hereunder on a dollar-for-dollar basis. This Guaranty is an irrevocable, absolute, unconditional and continuing guarantee of the full and punctual payment, and not of collection, of the Guaranteed Amount and, except as otherwise expressly addressed herein, is in no way conditioned upon any requirement that Buyer first attempt to collect the payment of the Guaranteed Amount from Seller, any other guarantor of the Guaranteed Amount or any other Person or entity or resort to any other means of obtaining payment of the Guaranteed Amount. In the event Seller shall fail to duly, completely or punctually pay any Guaranteed Amount as required pursuant to the PPA, Guarantor shall promptly pay such amount as required herein.

2. Demand Notice. For avoidance of doubt, a payment shall be due for purposes of this Guaranty only when and if a payment is due and payable by Seller to Buyer under the terms and conditions of the Agreement. If Seller fails to pay any Guaranteed Amount as required pursuant to the PPA for five (5) Business Days following Seller’s receipt of Buyer’s written notice of such

failure (the “**Demand Notice**”), then Buyer may elect to exercise its rights under this Guaranty and may make a demand upon Guarantor (a “**Payment Demand**”) for such unpaid Guaranteed Amount. A Payment Demand shall be in writing and shall reasonably specify in what manner and what amount Seller has failed to pay and an explanation of why such payment is due and owing, with a specific statement that Buyer is requesting that Guarantor pay under this Guaranty. Guarantor shall, within five (5) Business Days following its receipt of the Payment Demand, pay the Guaranteed Amount to Buyer.

3. Scope and Duration of Guaranty. This Guaranty applies only to the Guaranteed Amount. This Guaranty shall continue in full force and effect from the Effective Date until the earlier of the following: (x) all Guaranteed Amounts have been paid in full (whether directly or indirectly through set-off or netting of amounts owed by Buyer to Seller), or (y) replacement Performance Security is provided in an amount and form required by the terms of the PPA. Further, this Guaranty (a) shall remain in full force and effect without regard to, and shall not be affected or impaired by any invalidity, irregularity or unenforceability in whole or in part of this Guaranty, and (b) subject to the preceding sentence, shall be discharged only by complete performance of the undertakings herein. Without limiting the generality of the foregoing, the obligations of the Guarantor hereunder shall not be released, discharged, or otherwise affected and this Guaranty shall not be invalidated or impaired or otherwise affected for the following reasons:

- (i) the extension of time for the payment of any Guaranteed Amount, or
- (ii) any amendment, modification or other alteration of the PPA, or
- (iii) any indemnity agreement Seller may have from any party, or
- (iv) any insurance that may be available to cover any loss, except to the extent insurance proceeds are used to satisfy the Guaranteed Amount, or
- (v) any voluntary or involuntary liquidation, dissolution, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement, composition or readjustment of, or other similar proceeding affecting, Seller or any of its assets, including but not limited to any rejection or other discharge of Seller’s obligations under the PPA imposed by any court, trustee or custodian or any similar official or imposed by any law, statute or regulation, in each such event in any such proceeding, or
- (vi) the release, modification, waiver or failure to pursue or seek relief with respect to any other guaranty, pledge or security device whatsoever, or
- (vii) any payment to Buyer by Seller that Buyer subsequently returns to Seller pursuant to court order in any bankruptcy or other debtor-relief proceeding, or
- (viii) those defenses based upon (A) the legal incapacity or lack of power or authority of any Person, including Seller and any representative of Seller to enter into the PPA or perform its obligations thereunder, (B) lack of due execution, delivery, validity or enforceability, including of the PPA, or (C) Seller’s inability to pay any Guaranteed Amount or perform its obligations under the PPA, or



(ix) any other event or circumstance that may now or hereafter constitute a defense to payment of the Guaranteed Amount, including, without limitation, statute of frauds and accord and satisfaction;

provided that Guarantor reserves the right to assert for itself any defenses, setoffs or counterclaims that Seller is or may be entitled to assert against Buyer.

4. Waivers by Guarantor. Guarantor hereby unconditionally waives as a condition precedent to the performance of its obligations hereunder, with the exception of the requirements in Paragraph 2, (a) notice of acceptance, presentment or protest with respect to the Guaranteed Amounts and this Guaranty, (b) notice of any action taken or omitted to be taken by Buyer in reliance hereon, (c) any requirement that Buyer exhaust any right, power or remedy or proceed against Seller under the PPA, and (d) any event, occurrence or other circumstance which might otherwise constitute a legal or equitable discharge of a surety. Without limiting the generality of the foregoing waiver of surety defenses, it is agreed that the occurrence of any one or more of the following shall not affect the liability of Guarantor hereunder:

(i) at any time or from time to time, without notice to Guarantor, the time for payment of any Guaranteed Amount shall be extended, or such performance or compliance shall be waived;

(ii) the obligation to pay any Guaranteed Amount shall be modified, supplemented or amended in any respect in accordance with the terms of the PPA;

(iii) subject to Section 10, any (a) sale, transfer or consolidation of Seller into or with any other entity, (b) sale of substantial assets by, or restructuring of the corporate existence of, Seller or (c) change in ownership of any membership interests of, or other ownership interests in, Seller; or

(iv) the failure by Buyer or any other Person to create, preserve, validate, perfect or protect any security interest granted to, or in favor of, Buyer or any Person.

16. Subrogation. Notwithstanding any payments that may be made hereunder by the Guarantor, Guarantor hereby agrees that until the earlier of payment in full of all Guaranteed Amounts or expiration of the Guaranty in accordance with Section 3, it shall not be entitled to, nor shall it seek to, exercise any right or remedy arising by reason of its payment of any Guaranteed Amount under this Guaranty, whether by subrogation or otherwise, against Seller or seek contribution or reimbursement of such payments from Seller.

17. Representations and Warranties. Guarantor hereby represents and warrants that (a) it has all necessary and appropriate [*limited liability company*][*corporate*] powers and authority and the legal right to execute and deliver, and perform its obligations under, this Guaranty, (b) this Guaranty constitutes its legal, valid and binding obligations enforceable against it in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, moratorium and other similar laws affecting enforcement of creditors' rights or general principles of equity, (c) the execution, delivery and performance of this Guaranty does not and will not contravene Guarantor's organizational documents, any applicable Law or any contractual provisions binding on or affecting Guarantor, (d) there are no actions, suits or proceedings pending before any court,

governmental agency or arbitrator, or, to the knowledge of the Guarantor, threatened, against or affecting Guarantor or any of its properties or revenues which may, in any one case or in the aggregate, adversely affect the ability of Guarantor to enter into or perform its obligations under this Guaranty, and (e) no consent or authorization of, filing with, or other act by or in respect of, any arbitrator or Governmental Authority, and no consent of any other Person (including, any stockholder or creditor of the Guarantor), that has not heretofore been obtained is required in connection with the execution, delivery, performance, validity or enforceability of this Guaranty by Guarantor.

18. Notices. Notices under this Guaranty shall be deemed received if sent to the address specified below: (i) on the day received if served by overnight express delivery, and (ii) four Business Days after mailing if sent by certified, first class mail, return receipt requested. If transmitted by facsimile, such notice shall be deemed received when the confirmation of transmission thereof is received by the party giving the notice. Any party may change its address or facsimile to which notice is given hereunder by providing notice of the same in accordance with this Paragraph 8.

If delivered to Buyer, to it at   
Attn:   
Fax:

If delivered to Guarantor, to it at   
Attn:   
Fax:

8. Governing Law and Forum Selection. This Guaranty shall be governed by, and interpreted and construed in accordance with, the laws of the United States and the State of California, excluding choice of law rules. The Parties agree that any suit, action or other legal proceeding by or against any party (or its affiliates or designees) with respect to or arising out of this Guaranty shall be brought in the federal courts of the United States or the courts of the State of California sitting in San Diego County, California.

9. Miscellaneous. This Guaranty shall be binding upon Guarantor and its successors and assigns and shall inure to the benefit of Buyer and its successors and permitted assigns pursuant to the PPA. No provision of this Guaranty may be amended or waived except by a written instrument executed by Guarantor and Buyer. This Guaranty is not assignable by Guarantor without the prior written consent of Buyer. No provision of this Guaranty confers, nor is any provision intended to confer, upon any third party (other than Buyer's successors and permitted assigns) any benefit or right enforceable at the option of that third party. This Guaranty embodies the entire agreement and understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements and understandings of the parties hereto, verbal or written, relating to the subject matter hereof. If any provision of this Guaranty is determined to be illegal or unenforceable (i) such provision shall be deemed restated in accordance with applicable Laws to reflect, as nearly as possible, the original intention of the parties hereto and (ii) such determination

shall not affect any other provision of this Guaranty and all other provisions shall remain in full force and effect. This Guaranty may be executed in any number of separate counterparts, each of which when so executed shall be deemed an original, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. This Guaranty may be executed and delivered by electronic means with the same force and effect as if the same was a fully executed and delivered original manual counterpart.

*[Signature on next page]*

IN WITNESS WHEREOF, the undersigned has caused this Guaranty to be duly executed and delivered by its duly authorized representative on the date first above written.

GUARANTOR:

[\_\_\_\_\_]

By:\_\_\_\_\_

Printed Name:\_\_\_\_\_

Title:\_\_\_\_\_

BUYER:

[\_\_\_\_\_]

By:\_\_\_\_\_

Printed Name:\_\_\_\_\_

Title:\_\_\_\_\_

By:\_\_\_\_\_

Printed Name:\_\_\_\_\_

Title:\_\_\_\_\_

## EXHIBIT M

### FORM OF REPLACEMENT RA NOTICE

This Replacement RA Notice (this “**Notice**”) is delivered by [SELLER ENTITY] (“**Seller**”) to San Diego Community Power, a California joint powers authority] (“**Buyer**”) in accordance with the terms of that certain Renewable Power Purchase Agreement dated \_\_\_\_\_ (“**Agreement**”) by and between Seller and Buyer. All capitalized terms used in this Notice but not otherwise defined herein shall have the respective meanings assigned to such terms in the Agreement.

Pursuant to Section 3.7(c) of the Agreement, Seller hereby provides the below Replacement RA product information:

#### Unit Information<sup>1</sup>

Name	
Location	
CAISO Resource ID	
Unit SCID	
Prorated Percentage of Unit Factor	
Resource Type	
Point of Interconnection with the CAISO Controlled Grid (“substation or transmission line”)	
Path 26 (North or South)	
LCR Area (if any)	
Deliverability restrictions, if any, as described in most recent CAISO deliverability assessment	
Run Hour Restrictions	
Delivery Period	

Month	Unit CAISO NQC (MW)	Unit Contract Quantity (MW)
January		
February		
March		
April		
May		
June		
July		
August		
September		
October		
November		
December		

<sup>1</sup> To be repeated for each unit if more than one.

[SELLER ENTITY]

By: \_\_\_\_\_


Its: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT N

### NOTICES

<b>Vikings Energy Farm LLC</b> ("Seller") <i>[Note: to be updated]</i>	<b>San Diego Community Power, a California joint powers authority</b> ("Buyer")
<b>All Notices:</b>  Street: 210 North Fourth Street, Suite 350 City: San Jose, CA 95112 Attn: President & CEO Phone: (408) 286-2393 Email: mohammed@raienergy.com  With a copy to:  Street: 604 Sutter street, Suite 250 City: Folsom, CA 95630 Attn: Vice President Operations Phone: (916) 985-9461 Email: kcoffee@zglobal.biz	<b>All Notices:</b>  San Diego Community Power Attn: Chief Executive Officer San Diego Community Power PO Box 12716 San Diego, CA 92112 Phone: (619) 657-0060 E-mail: kburns@sdcommunitypower.org  With a copy to: SDCP Power Services Email: powercontracts@sdcommunitypower.org
<b>Reference Numbers:</b> Duns: N/A Federal Tax ID Number: 86-3401297	<b>Reference Numbers:</b> Duns: [REDACTED] Federal Tax ID Number: [REDACTED]
<b>Invoices:</b> Attn: Kevin Coffee Phone: (916) 985-9461 E-mail: kcoffee@zglobal.biz	<b>Invoices:</b> Attn: Michael Maher Phone: (415) 526-3020 Email: mmaher@maher CPA.com
<b>Scheduling:</b> ZGlobal Inc. Attn: Kevin Coffee Phone: (916) 985-9461 E-mail: kcoffee@zglobal.biz	<b>Scheduling:</b> Tenaska Power Services CO. Attn: Kara Whillock, Tenaska Power Services Co. Phone: 972-333-6122 Email: kwhillock@tnsk.com Day Ahead: (817) 303-1115 Real Time: (817) 303-1852 Facsimile: (817) 303-1104

<b>Vikings Energy Farm LLC</b> ("Seller") <b>[Note: to be updated]</b>	<b>San Diego Community Power, a California joint powers authority</b> ("Buyer")
<b>Confirmations:</b> Attn: President & CEO Phone: (408) 286-2393 E-mail: mohammed@raienergy.com	<b>Confirmations:</b> Attn: Chief Executive Officer San Diego Community Power PO Box 12716 San Diego, CA 92112 Phone: (619) 657-0060 E-mail: kburns@sdcommunitypower.org
<b>Payments:</b> kcoffee@zglobal.biz Attn: Kevin Coffee Phone: (916) 985-9461 E-mail: kcoffee@zglobal.biz	<b>Payments:</b> Attn: Michael Maher Phone: (415) 526-3020 Email: mmaher@mahercpa.com
<b>Wire Transfer:</b> BNK: ABA: ACCT:	<b>Wire Transfer:</b> 
<b>With additional Notices of an Event of Default to:</b>  Attn: Patrick Ferguson Davis Wright Tremaine LLP Phone: (415) 276-6563 E-mail: patrickferguson@dwt.com	<b>With additional Notices of an Event of Default to:</b>  Ryan Baron, Best Best & Krieger LLP 18101 Von Karman Ave., Suite 1000 Irvine CA 92612 Phone: (949) 263-6568 Email: ryan.baron@bbklaw.com
<b>Emergency Contact:</b> Attn: President & CEO Phone: (408) 286-2393 E-mail: mohammed@raienergy.com	<b>Emergency Contact:</b> Attn: Chief Executive Officer San Diego Community Power PO Box 12716 San Diego, CA 92112 Phone: (619) 657-0060 E-mail: kburns@sdcommunitypower.org



**EXHIBIT O**  
**[RESERVED]**

**EXHIBIT P**  
**METERING DIAGRAM**

*[Seller to provide]*

## EXHIBIT Q

### STORAGE CAPACITY TEST PROTOCOL

#### **Storage Capacity Test Notice and Frequency**

A. Storage Facility Commercial Operation Date Capacity Test. Upon no less than ten (10) Business Days prior Notice to Buyer, Seller shall schedule and complete a Storage Capacity Test prior to the Storage Facility Commercial Operation Date. Such initial Storage Capacity Test shall be performed in accordance with this Exhibit Q and shall establish the initial Installed Storage Capacity hereunder based on the actual capacity of the Storage Facility determined by such Storage Capacity Test.

B. Subsequent Storage Capacity Tests. Following the Storage Facility Commercial Operation Date, but not more than once per Contract Year, upon no less than ten (10) Business Days prior Notice to Seller, Buyer shall have the right to require Seller to schedule and complete a Storage Capacity Test. In addition, Buyer shall have the right to require a retest of the most recent Storage Capacity Test at any time upon no less than five (5) Business Days prior written Notice to Seller if Buyer provides data with such Notice reasonably indicating that the Storage Capacity has varied materially from the results of the most recent Storage Capacity Test. Seller shall have the right to perform a Storage Capacity Test or run a retest of any Storage Capacity Test at any time during any Contract Year upon five (5) Business Days' prior written Notice to Buyer (or any shorter period reasonably acceptable to Buyer consistent with Prudent Operating Practice). Notwithstanding anything herein to the contrary, any revenues associated with a Storage Capacity Test that is initiated by Seller shall accrue to Buyer.

C. Test Results and Re-Setting of Storage Capacity. No later than five (5) days following any Storage Capacity Test, Seller shall submit a testing report detailing results and findings of the test. The report shall include meter readings and plant log sheets verifying the operating conditions and output of the Storage Facility. In accordance with Part II(I) below, the actual capacity determined pursuant to a Storage Capacity Test (up to, but not in excess of, the original Guaranteed Storage Capacity set forth on the Cover Sheet, as such Guaranteed Storage Capacity may have been adjusted (if at all) pursuant to Section 7(a) of Exhibit B) shall become the new Effective Storage Capacity at the beginning of the day following the completion of the test for calculating the Capacity Payment pursuant to Exhibit C and all other purposes under this Agreement.

#### **Storage Capacity Test Procedures**

##### PART I. GENERAL.

A. Each Storage Capacity Test (including the Storage Facility Commercial Operation Date Capacity Test, each subsequent Storage Capacity Test, and all re-tests thereof permitted under paragraph B above) shall be conducted in accordance with Prudent Operating Practices and the provisions of this Exhibit Q. For ease of reference, a Storage Capacity Test is sometimes referred to in this Exhibit Q as a “**SCT**”. Buyer or its representative may be present for the SCT and may, for informational purposes only, use its own metering equipment (at Buyer's sole cost).

B. Conditions Prior to Testing.

(1) The EMS shall be successfully configured to receive data from the Battery Management System (BMS), exchange data with the Buyer SCADA device, and transfer data to the database server for the calculation, recording and archiving of data points.

(2) The Remote Terminal Unit (RTU) testing should be successfully completed prior to any testing. The interface between Buyer's RTU and the SCADA System should be fully tested and functional prior to starting any testing, including verification of the data transmission pathway between the Buyer's RTU and Seller's EMS interface and the ability to record SCADA Systems data.

(3) Commissioning shall be successfully completed per manufacturer guidance on all applicable installed Facility equipment, including verification that all controls, set points, and instruments of the EMS are configured.

PART II. REQUIREMENTS APPLICABLE TO ALL STORAGE CAPACITY TESTS.

A. Purpose of Test. Each SCT shall:

- (1) Determine an updated Effective Storage Capacity;
- (2) Determine the amount of Energy required to fully charge the Storage Facility;
- (3) Determine the Storage Facility charge ramp rate;
- (4) Determine the Storage Facility discharge ramp rate.

B. Parameters. During each SCT, the following parameters shall be measured and recorded simultaneously for the Storage Facility, at a minimum of ten (10) minute intervals:

- (1) time (minutes);
- (2) charging energy (MWh);
- (3) discharging energy (MWh);
- (4) Stored Energy Level (MWh).

C. Site Conditions. During each SCT, the following conditions at the Site shall be measured and recorded simultaneously at thirty (30) minute intervals:

- (1) Relative humidity (%);
- (2) Barometric pressure (inches Hg) near the horizontal centerline of the Storage Facility; and

- (3) Ambient air Temperature (°F).

D. Test Elements. Each SCT shall include the following test elements:

- (1) The discharging of the Storage Facility to 0% Stored Energy Level;
- (2) The charging of the Storage Facility at a constant power charge rate equal to the Effective Storage Capacity as of the commencement of the Storage Capacity Test;
- (3) The measurement of the time from when the charge signal is sent until the constant power charge rate is achieved (dividing the constant power charge rate by this measurement will determine the updated charging ramp rate);
- (4) The measurement of Energy, as measured by the Storage Facility Meter, that is required to charge the Storage Facility until a 100% Stored Energy Level is achieved;
- (5) The discharging of the Storage Facility at a constant power discharge rate equal to the Effective Storage Capacity as of the commencement of the Storage Capacity Test;
- (6) The measurement of the time from when the discharge signal is sent until the constant power discharge rate is achieved (dividing the constant power charge rate by this measurement will determine the updated discharging ramp rate);
- (7) The measurement of Energy, as measured by the Storage Facility Meter, that is discharged from the Storage Facility to the Interconnection Point until a 0% Stored Energy Level is achieved as indicated by the battery management system.

E. Test Conditions.

- (1) General. At all times during a SCT, the Storage Facility shall be operated in compliance with Prudent Operating Practices and all operating protocols recommended, required or established by the manufacturer for operation.
- (2) Abnormal Conditions. If abnormal operating conditions that prevent the recordation of any required parameter occur during a SCT (including a level of irradiance that does not permit the Generating Facility to produce sufficient Charging Energy), Seller may postpone or reschedule all or part of such SCT in accordance with Part II.F below.
- (3) Instrumentation and Metering. Seller shall provide all instrumentation, metering and data collection equipment required to perform the SCT. The instrumentation, metering and data collection equipment electrical meters shall be calibrated in accordance with Prudent Operating Practice.

F. Incomplete Test. If any SCT is not completed in accordance herewith, Buyer may in its sole discretion: (i) accept the results up to the time the SCT stopped; (ii) require that the portion of the SCT not completed, be completed within a reasonable specified time period; or (iii) require that the SCT be entirely repeated. Notwithstanding the above, if Seller is unable to complete a SCT due to a Force Majeure Event or the actions or inactions of Buyer or the CAISO or the PTO or the Transmission Provider, Seller shall be permitted to reconduct such SCT on dates and at times reasonably acceptable to the Parties.

G. Final Report. Within fifteen (15) Business Days after the completion of any SCT, Seller shall prepare and submit to Buyer a written report of the results of the SCT, which report shall include:

- (1) a record of the personnel present during the SCT that served in an operating, testing, monitoring or other such participatory role;
- (2) the measured data for each parameter set forth in Part II.A through D, as applicable, including copies of the raw data taken during the test;
- (3) the current level of Effective Storage Capacity, the amount of Energy required to fully charge the battery, the current charge and discharge ramp rate, and the Maximum Stored Energy Level (as set forth in Exhibit A), each determined by the SCT, including supporting calculations; and
- (4) Seller's statement of either Seller's acceptance of the SCT or Seller's rejection of the SCT results and reason(s) therefor.

Within ten (10) Business Days after receipt of such report, Buyer shall notify Seller in writing of either Buyer's acceptance of the SCT results or Buyer's rejection of the SCT and reason(s) therefor.

If either Party reasonably rejects the results of any SCT, such SCT shall be repeated in accordance with Part II.F.

H. Supplementary Storage Capacity Test Protocol. No later than sixty (60) days prior to commencing Storage Facility construction, Seller shall deliver to Buyer for its review and approval (such approval not to be unreasonably delayed or withheld) a supplement to this Exhibit Q with additional and supplementary details, procedures and requirements applicable to Storage Capacity Tests based on the then current design of the Facility ("**Supplementary Storage Capacity Test Protocol**"). Thereafter, from time to time, Seller may deliver to Buyer for its review and approval (such approval not to be unreasonably delayed or withheld) any Seller recommended updates to the then current Supplementary Storage Capacity Test Protocol. The initial Supplementary Storage Capacity Test Protocol (and each update thereto), once approved by Buyer, shall be deemed an amendment to this Exhibit Q.

I. Adjustment to Effective Storage Capacity. The total amount of discharged Energy

delivered to the Interconnection Point (expressed in MWh AC) during each of the first four hours of discharge (up to, but not in excess of, the product of (i) the original Guaranteed Storage Capacity set forth on the Cover Sheet, as such original Guaranteed Storage Capacity on the Cover Sheet may have been adjusted (if at all) under this Agreement, multiplied by (ii) 4 hours) shall be divided by four hours to determine the Effective Storage Capacity, which shall be expressed in MW-AC, and shall be the new Effective Storage Capacity in accordance with the Agreement.



## SAN DIEGO COMMUNITY POWER Staff Report – Item 13

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To: San Diego Community Power Board of Directors

From: Colin Santulli, Director of Programs  
Nelson Lomeli, Program Manager  
Alyson Scurlock, Program Associate

Subject: Community Power Plan Update

Date: January 23, 2023

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### RECOMMENDATION

Receive and file an update on the Community Power Plan (CPP).

### BACKGROUND

The CPP will be the 5-year strategic plan for the organization's customer energy programs. It will allow SDCP to successfully deliver programs that, per the Joint Powers Authority, are centered on economic, environmental, and social equity. The CPP will strive to ensure that SDCP's programs best serve the needs of our customers, member agencies, and local communities, and support regional sustainability efforts.

Between May and November 2022, SDCP staff conducted a community needs assessment to provide insight on the values, needs, and priorities of SDCP's customers and stakeholders. The community needs assessment comprised various community and organizational engagement, including a customer-wide community needs survey. Details about the initial community needs assessment methods and findings can be found in the September 22, 2022 Board of Directors (Board) meeting staff report ([Agenda Item 11](#)) and an overview of the community needs survey and its findings can be found in the December 15, 2022 Board meeting staff report ([Agenda Item 7](#)).

### DISCUSSION

#### Program Market Assessment and Prioritization Framework

In Q4 2022, the CPP project team completed a market assessment and compiled a database of over 200 programs that are currently or have been offered in California by other community choice aggregators (CCAs), state agencies, and the incumbent utility. The market assessment was supplemented with program information and best practices ascertained during interviews with staff from ten CCAs and program implementers.

The CPP project team segmented programs in the database by specific attributes including their technical element (*i.e.*, *what the program does*), customer segment (*i.e.*,



*what customers the program serves), delivery element (i.e., how the program will encourage action), and program category (e.g., energy efficiency or building electrification).* Additionally, new potential programs were envisioned using the full range of possible technical elements, customer segments, delivery elements, and program categories and subsequently added to the database.

This database, with the segmented attributes for each program, served as the basis for a program prioritization framework tool developed by the CPP project team. The tool incorporated community and organizational priorities derived from the community needs survey and focused conversations with SDCP's Board, Community Advisory Committee (CAC), and staff. Each program attribute was given a score for how strongly it aligned with individual community and organizational priorities and overall scores were generated for each program. Lastly, programs were aggregated into general program types by program category to allow for an assessment of a high-level program strategy.

## **Program Strategy**

The program scoring generated by the program prioritization framework tool serves as one of the many inputs into the 5-year program strategy. Beyond the tool's results, additional factors to be considered include existing and planned internal and external funding sources and other implementation considerations (e.g., how long it would take to develop a program, third-party administration, etc.). Given the significant influence the timing of available funding imposes on program delivery, SDCP staff approached proposed program types based on short-term, mid-term, and long-term tranches.

### **Short-Term Programs (FY23/24 – FY24/25)**

In the short-term, as SDCP builds financial reserves and develops external funding sources, initiatives that can be launched at a relatively low cost to SDCP will be the priority. Short-term programs also include program types that can be launched quickly to address immediate needs identified in the community needs assessment. This will include leveraging and amplifying existing programs offered by other entities that are available to our customers but frequently underutilized or unknown. Lastly, in the short term SDCP staff will look to pilot incentive programs identified for wide-spread delivery in the mid-term.

*Examples: Community solar, educational activities, incentive application assistance, etc.*

### **Mid-Term Programs (FY25/26 – FY26/27)**

Program types proposed for the mid-term rely on an increased opportunity for program funding, significantly enhancing the potential impact of SDCP's programs across our service territory. SDCP is expected to have achieved its financial reserve targets sometime early in this period, providing the opportunity for the Board to allocate funding to customers via programs. Additionally, external funding sources currently being pursued by SDCP staff will have developed by FY 25/26. Lastly, mid-term programs are those that are expected to be larger in scale, hence requiring longer program development and design time.

*Examples: Clean energy technology or equipment rebates, incentives, etc.*



### *Long-Term Programs (FY27/28+)*

Forecasting five years and more into the future is a difficult task due to the significant acceleration in the speed of the clean energy market and the expected shifting in customer priorities and preferences. During the mid-term period, SDCP staff expect to re-survey customers and update the CPP's market assessment to inform long-term program selection. Additionally, lessons learned from short- and mid-term programs will inform long-term activities. Staff also anticipate that during this period SDCP will be better positioned to deliver more complex and involved customer incentive types (e.g., on-bill financing), unique rate structures, and support emerging emission-reducing technologies (e.g., industrial equipment electrification).

*Examples: Innovative financing, rate design, etc.*

### **Next Steps**

SDCP staff are requesting input from the Board on the program strategy to help categorize the draft list of program types that staff will bring back to the Board at the February 2023 meeting and include in the public draft CPP.

The public draft will be released for a 30-day public review and comment period by the end of Q1 2023. The public draft will be made available in English, Spanish, and Filipino. During this time, the CPP project team will re-engage with the community, stakeholders, Board, and CAC to solicit feedback on the draft plan. After incorporating input from the public review and comment period, SDCP staff anticipate presenting a final CPP for Board adoption in Q2 2023.

### **COMMITTEE REVIEW**

The CAC is an active member of the CPP project and has a standing agenda item to receive ongoing CPP updates. SDCP staff provided an update of the program strategy to the CAC at their January 2023 meeting. The CAC provided input on the need to ensure that renters are not left behind or displaced, and the need for fuel switching programs.

### **FISCAL IMPACT**

None. Funding for the development of the CPP primarily comes from Calpine as part of their Data Management Agreement. Fiscal commitments from SDCP for development activities are factored into the FY22-23 budget.

### **ATTACHMENTS**

None.



## GLOSSARY OF TERMS

**AB – Assembly Bill** - An Assembly Bill is a piece of legislation that is introduced in the Assembly. In other words, the Assembly, rather than the Senate, is the house of origin in the legislature for the legislation. In California, it is common for legislation to be referred to by its house of origin number (such as, AB 32) even once it becomes law.

**AL – Advice Letter** - An Advice Letter is a request by a CPUC jurisdictional entity for Commission approval, authorization, or other relief.

**ALJ – Administrative Law Judge** - ALJs preside over CPUC cases to develop the evidentiary record and draft proposed decisions for Commission action.

**ARB – Air Resources Board** - The California Air Resources Board (CARB or ARB) is the "clean air agency" in the government of California. CARB is charged with protecting the public from the harmful effects of air pollution and developing programs and actions to fight climate change.

**AReM – Alliance for Retail Energy Markets** - a not for profit corporation that advocates for continued development of successful customer choice in retail energy markets and provides a focused voice for competitive energy retailers and their customers in selected public policy forums on the state level. AREM represented direct access providers such as Constellation NewEnergy and Direct Energy.

**BayREN – Bay Area Regional Energy Network** - BayREN offers region-wide energy programs, services and resources to members of the public by promoting energy efficient buildings, reducing carbon emissions and building government capacity.

**CAISO – California Independent System Operator** - a non-profit independent system operator that oversees the operation of the California bulk electric power system, transmission lines and electricity market generated and transmitted by its members (~80% of California's electric flow). Its stated mission is to "operate the grid reliably and efficiently, provide fair and open transmission access, promote environmental stewardship and facilitate effective markets and promote infrastructure development." CAISO is regulated by FERC and governed by a five-member governing board appointed by the governor.

**CALCCA – California Community Choice Association** - Association made up of Community Choice Aggregation (CCA) groups which represents the interests of California's community choice electricity providers.

**CALSEIA – California Solar Energy Industries** - CALSEIA represents more than 200 companies doing solar-related business in California, including manufacturers, distributors, installation contractors, consultants, and educators. Members' annual dues support professional staff and a lobbyist who represent the common interests of California's solar industry at the Legislature, Governor's Office, and state and local agencies.

**CALSLA** – California City County Street Light Association - statewide association representing cities, counties and towns before the CPUC that is committed to maintaining fair and equitable street light electric rates and facilities charges, and disseminating street light related information.

**CAM – Cost Allocation Mechanism** - the cost recovery mechanism to cover procurement costs incurred in serving the central procurement function.

**CARB – California Air Resources Board** – The CARB is charged with protecting the public from the harmful effects of air pollution and developing programs and actions to fight climate change in California.

**CARE – California Alternative Rates for Energy** - A State program for low-income households that provides a 30% discount on monthly energy bills and a 20% discount on natural gas bills. CARE is funded through a rate surcharge paid by all other utility customers.

**CBE – Communities for a Better Environment** - environmental justice organization that was founded in 1978. The mission of CBE is to build people's power in California's communities of color and low-income communities to achieve environmental health and justice by preventing and reducing pollution and building green, healthy and sustainable communities and environments.

**CCA – Community Choice Aggregator** - A community choice aggregator, sometimes referred to as community choice aggregation, allows local governments to procure power on behalf of their residents, businesses, and municipal accounts from an alternative supplier while still receiving transmission and distribution service from their existing utility provider. CCAs are an attractive option for communities that want more local control over their electricity sources, more green power than is offered by the default utility, and/or lower electricity prices. By aggregating demand, communities gain leverage to negotiate better rates with competitive suppliers and choose greener power sources.

**CCSF – City and County of San Francisco** - The City and County of San Francisco often engage in joint advocacy before the CPUC. San Francisco operates CleanPowerSF, a CCA.

**CEC – California Energy Commission** - the primary energy policy and planning agency for California, whose core responsibilities include advancing state energy policy, achieving energy efficiency, investing in energy innovation, developing renewable energy, transforming transportation, overseeing energy infrastructure and preparing for energy emergencies.

**CEE – Coalition for Energy Efficiency** - non-profit comprised of US and Canadian energy efficiency administrators working together to accelerate the development and availability of energy efficient products and services.

**CLECA – California Large Energy Consumers Association** - an organization of large, high load factor industrial customers located throughout the state; the members are in the cement, steel, industrial gas, pipeline, beverage, cold storage, food packaging, and mining industries, and share the fact that electricity costs comprise a significant portion of their costs of production. Some members are bundled customers, others are Direct Access (DA) customers, and some are served by Community Choice Aggregators (CCAs); a few members have onsite renewable generation.

**CPUC – California Public Utility Commission** - state agency that regulates privately owned electric, natural gas, telecommunications, water, railroad, rail transit, and passenger transportation companies, in addition to authorizing video franchises.



**C&I – Commercial and Industrial** – Business customers. C&I customers generally consume much higher volumes of electricity and gas. Many utilities segment their C&I customers by energy consumption (small, medium and large).

**CP – Compliance Period** – Time period to become RPS compliant, set by the CPUC (California Public Utilities Commission)

**DA – Direct Access** – An option that allows eligible customers to purchase their electricity directly from third party providers known as Electric Service Providers (ESP).

**DA Cap** – the maximum amount of electric usage that may be allocated to Direct Access customers in California, or more specifically, within an Investor-Owned Utility service territory.

**DACC – Direct Access Customer Coalition** a regulatory advocacy group comprised of educational, governmental, commercial and industrial customers that utilize direct access for all or a portion of their electrical energy requirements

**DA Lottery** – a random drawing by which DA waitlist customers become eligible to enroll in DA service under the currently-applicable Direct Access Cap.

**DA Waitlist** – customers that have officially registered their interest in becoming a DA customer but are not yet able to enroll in service because of DA cap limitations.

**DAC – Disadvantaged Community** - Disadvantaged communities refers to the areas throughout California which most suffer from a combination of economic, health, and environmental burdens. These burdens include poverty, high unemployment, air and water pollution, presence of hazardous wastes as well as high incidence of asthma and heart disease. One way that the state identifies these areas is by collecting and analyzing information from communities all over the state. CalEnviroScreen, an analytical tool created by the California Environmental Protection Agency (CalEPA), combines different types of census tract-specific information into a score to determine which communities are the most burdened or "disadvantaged."

**DASR – Direct Access Service Request** – Request submitted by C&I customers to become direct access eligible.

**Demand** - The rate at which electric energy is delivered to or by a system or part of a system, generally expressed in kilowatts (kW), megawatts (MW), or gigawatts (GW), at a given instant or averaged over any designated interval of time. Demand should not be confused with Load or Energy.

**DER – Distributed Energy Resource** – A small-scale physical or virtual asset (e.g. EV charger, smart thermostat, behind-the-meter solar/storage, energy efficiency) that operates locally and is connected to a larger power grid at the distribution level.

**Distribution** - The delivery of electricity to the retail customer's home or business through low voltage distribution lines.

**DLAP – Default Load Aggregation Point** – In the CAISO's electricity optimization model, DLAP is the node at which all bids for demand should be submitted and settled.





**DR – Demand Response** - An opportunity for consumers to play a significant role in the operation of the electric grid by reducing or shifting their electricity usage during peak periods in response to time-based rates or other forms of financial incentives.

**DRP – Distributed Resource Plans** - plans that are required by statute that are intended to identify optimal locations for the deployment of distributed resources.

**DWR – Department of Water Resources** – DWR manages California’s water resources, systems, and infrastructure in a responsible, sustainable way.

**ECR – Enhanced Community Renewable** - An IOU program that reflects the "Community Solar" model of renewable energy purchasing. Customers sign up to purchase a portion of a local solar project directly from a Developer at a level that meets at least 25% of their monthly electricity demand, but up to 100%. The customer will pay the Developer for the subscribed output, and receive a credit on their utility bill that reflects their enrollment level.

**ED – Energy Division** - The CPUC's Energy Division develops and administers energy policy and programs to serve the public interest, advise the Commission, and ensure compliance with the Commission decisions and statutory mandates.

**EE – Energy Efficiency**- the use of less energy to perform the same task or produce the same result. Energy-efficient homes and buildings use less energy to heat, cool, and run appliances and electronics, and energy-efficient manufacturing facilities use less energy.

**ELCC – Effective Load Carrying Capacity** – The additional load met by an incremental generator while maintaining the same level of system reliability. For solar and wind resources the ELCC is the amount of capacity which can be counted for Resource Adequacy purposes.

**EPIC – Electric Program Investment Charge** – The EPIC program was created by the CPUC to support investments in clean energy technologies that provide benefits to the electricity ratepayers of PG&E, San Diego Gas & Electric Company (SDG&E), and Southern California Edison Company (SCE)

**ERRA – Energy Resource Recovery Account** – ERRA proceedings are used to determine fuel and purchased power costs which can be recovered in rates. The utilities do not earn a rate of return on these costs, and only recover actual costs. The costs are forecast for the year ahead. If the actual costs are lower than forecast, then the utility gives money back, and vice versa.

**ES – Energy Storage** - the capture of energy produced at one time for use at a later time to reduce imbalances between energy demand and energy production.

**ESA – Energy Storage Agreement** - means a battery services contract, a capacity contract, demand response contract or similar agreement.

**ESP – Energy Service Provider** - An energy entity that provides service to a retail or end-use customer.

**EV – Electric Vehicle** - a vehicle that uses one or more electric motors for propulsion.

**FCR – Flexible Capacity Requirements** - “Flexible capacity need” is defined as the quantity of resources needed by the CAISO to manage grid reliability during the greatest three-hour continuous ramp in each month. Resources will be considered as “flexible capacity” if they can sustain or increase output, or reduce ramping needs, during the hours of “flexible need.” “FCR”



means the flexible capacity requirements established for LSEs by the CPUC pursuant to the CPUC Decisions.

**GHG – Greenhouse gas** - water vapor, carbon dioxide, tropospheric ozone, nitrous oxide, methane, and chlorofluorocarbons (CFCs). A gas that causes the atmosphere to trap heat radiating from the earth. The most common GHG is Carbon Dioxide, though Methane and others have this effect as well.

**GRC – General Rate Case** – Proceedings used to address the costs of operating and maintaining the utility system and the allocation of those costs among customer classes. For California's three large IOUs, the GRCs are parsed into two phases. Phase I of a GRC determines the total amount the utility is authorized to collect, while Phase II determines the share of the cost each customer class is responsible and the rate schedules for each class. Each large electric utility files a GRC application every three years for review by the Public Advocates Office and interested parties and approval by the CPUC.

**GTSR – Green Tariff Shared Renewables** - The GTSR program enables customers to receive 50 to 100 percent of their electricity demand from renewable sources. The GTSR program has two components: the Green Tariff (GT) component and the Enhanced Community Renewables (ECR) component. Through GT, a customer may pay the difference between their current generation charge and the cost of procuring 50 to 100 percent renewables. With ECR, a customer agrees to purchase a share of a community renewable (typically solar) project directly from a developer, and in exchange will receive a credit from their utility for the customer's avoided generation procurement.

**GWh – Gigawatt-hour** - The unit of energy equal to that expended in one hour at a rate of one billion watts. One GWh equals 1,000 megawatt-hours.

**ICA – Integration Capacity Analysis** - The enhanced integrated capacity and locational net benefit analysis quantifies the capability of the system to integrate Distributed Energy Resources (DERs) within the distribution system. Results are dependent on the most limiting element of the various power system criteria such as thermal ratings, power quality, system protection limits and safety standards of existing equipment.

**IDER – Integrated Distributed Energy Resources** – A CPUC proceeding that aims to more effectively coordinate the integration of demand-side resources in order to better meet customer and grid needs, while enabling California to attain its greenhouse gas reduction goals.

**IDSMD – Integrated Demand-Side Management** - an approach that joins together all the resources utilities have at their disposal to plan, generate and supply electricity in the most efficient manner possible.

**IEP – Independent Energy Producers** – California's oldest and leading nonprofit trade association, representing the interest of developers and operators of independent energy facilities and independent power marketers.

**IMD – Independent Marketing Division** - Under state law, IOUs are prohibited from lobbying or marketing on community choice unless the IOU forms an independent marketing division funded by shareholders rather than ratepayers. SDG&E' and its parent company Sempra were permitted by the CPUC to create such an independent marketing division, which allowed SDG&E to lobby against plans to create a CCA program.

**IOU – Investor-Owned Utility** – A private electricity and natural gas provider, such as SDG&E, PG&E or SCE, which are the three largest IOUs in California.



**IRP – Integrated Resource Plan** – A plan which outlines an electric utility’s resource needs in order to meet expected electricity demand long-term.

**kW – Kilowatt** – Measure of power where power (watts) = voltage (volts) x amperage (amps) and 1 kW = 1000 watts

**kWh – Kilowatt-hour** – This is a measure of consumption. It is the amount of electricity that is used over some period of time, typically a one-month period for billing purposes. Customers are charged a rate per kWh of electricity used.

**LCE – Lancaster Choice Energy** - the CCA that serves the City of Lancaster, California.

**LCFS – Low Carbon Fuel Standard** – A CARB program designed to encourage the use of cleaner low-carbon fuels in California, encourage the production of those fuels, and therefore, reduce greenhouse gas emissions.

**LCR – Local (RA) Capacity Requirements** – The amount of Resource Adequacy capacity required to be demonstrated in a specific location or zone.

**LMP – Locational Marginal Price** – Each generator unit and load pocket is assigned a node in the CAISO optimization model. The model will assign a LMP to the node in both the day-ahead and real time market as it balances the system using the least cost. The LMP is comprised of three components: the marginal cost of energy, congestion and losses. The LMP is used to financially settle transactions in the CAISO.

**LNBA – Locational Net Benefits Analysis** - a cost-benefit analysis of distributed resources that incorporates location-specific net benefits to the electric grid.

**Load** - An end use device or customer that receives power from an energy delivery system. Load should not be confused with Demand, which is the measure of power that a load receives or requires. See Demand.

**LSE – Load-serving Entity** – Entities that have been granted authority by state, local law or regulation to serve their own load directly through wholesale energy purchases and have chosen to exercise that authority.

**LTPP – Long-Term Procurement Rulemaking** - This is an “umbrella” proceeding to consider, in an integrated fashion, all of the Commission’s electric procurement policies and programs.

**MCE – Marin Clean Energy** - the first CCA in California that began serving customers in 2010. They serve customers in Contra Costa, Marin, Napa and Solano counties in Northern California.

**MEO – Marketing Education and Outreach** - a term generally used to describe various strategies to inform customers, such as to motivate consumers to take action on energy efficiency or conservation measures and change their behavior.

**MW – Megawatt** – measure of power. A megawatt equals 1,000 kilowatts or 1 million watts.

**MWH – Megawatt-hour** – measure of energy

**NAESCO – National Association of Energy Service Companies** - – an advocacy and accreditation organization for energy service companies (ESCOs). Energy Service Companies





contract with private and public sector energy users to provide cost-effective energy efficiency retrofits across a wide spectrum of client facilities.

**NBC – Non-Bypassable Charge** - fees that are paid on every kilowatt-hour of electricity that is consumed from the grid. These charges can be used to fund things like energy assistance programs for low-income households and energy efficiency programs. These charges apply even if customers buy grid-supplied power from an outside power company such as a CCA.

**NDA – Non-Disclosure Agreement** - a contract by which one or more parties agree not to disclose confidential information that they have shared with each other.

**NEM – Net Energy Metering** – A program in which solar customers receive credit for excess electricity generated by solar panels.

**NRDC – Natural Resources Defense Council** - non-profit international environmental advocacy group.

**NP-15 – North Path 15** – NP-15 is a CAISO pricing zone usually used to approximate wholesale electricity prices in northern California in PG&E's service territory.

**OIR – Order Instituting Rulemaking** - A procedural document that is issued by the CPUC to start a formal proceeding. A draft OIR is issued for comment by interested parties and made final by vote of the five Commissioners of the CPUC.

**OSC – Order to Show Cause** - order requiring an individual or entity to explain, justify, or prove something.

**ORA – Office of Ratepayer Advocates** - the independent consumer advocate within the CPUC, now called Public Advocates office.

**PA – Program Administrator (for EE Business Plans)** IOUs and local government agencies authorized to implement CPUC-directed Energy Efficiency programs.

**PCE – Peninsula Clean Energy Authority** - CCA serving San Mateo County and all 20 of its cities and towns as well as the City of Los Banos.

**PCC1 – RPS Portfolio Content Category 1** – Bundled renewables where the energy and REC are dynamically scheduled into a California Balancing Authority (CBA) such as the CAISO. Also known as "in-state" renewables.

**PCC2 – RPS Portfolio Content Category 2** – Bundled renewables where the energy and REC are from out-of-state and not dynamically scheduled to a CBA.

**PCC3 – RPS Portfolio Content Category 3** – Unbundled REC

**PCIA or "exit fee"** - Power Charge Indifference Adjustment (PCIA) is an "exit fee" based on stranded costs of utility generation set by the California Public Utilities Commission. It is calculated annually and assessed to customers of CCAs and paid to the IOU that lost those customers as a result of the formation of a CCA.

**PCL – Power Content Label** – A user-friendly way of displaying information to California consumers about the energy resources used to generate the electricity they sell, as required by AB 162 (Statute of 2009) and Senate Bill 1305 (Statutes of 1997).



**PD – Proposed Decision** – A procedural document in a CPUC Rulemaking that is formally commented on by parties to the proceeding. A PD is a precursor to a final Decision voted on by the five Commissioners of the CPUC.

**PG&E – Pacific Gas & Electric** - the IOU that serves 16 million people over a 70,000 square mile service area in Northern California.

**PHC – Prehearing Conference** - CPUC hearing to discuss the scope of a proceeding among other matters. Interested stakeholders can request party status during these.

**Pnode – Pricing Node** – In the CAISO optimization model, it is a point where a physical injection or withdrawal of energy is modeled and for which a LMP is calculated.

**PPA – Power Purchase Agreement** – A contract used to purchase the energy, capacity and attributes from a renewable resource project.

**PRP – Priority Review Project** - transportation electrification pilot projects approved by the CPUC pursuant to SB 350.

**PRRR – Progress on Residential Rate Reform** – Pursuant to a CPUC decision, the IOUs must submit to the CPUC and parties periodic updates on the progress of their efforts to assist customers with residential rate design changes related to rate reform, including tier collapse and transition to a default time of use rate.

**PUC – Public Utilities Code** - California statute that contains 33 Divisions, and the range of topics within this Code includes natural gas restructuring, private energy producers, telecommunication services, and specific municipal utility districts and transit authorities. Primary statute for governance of utilities as well as CCAs in California.

**PURPA – Public Utilities Regulatory Policy Act** - federal statute passed by Congress to encourage fuel diversity via alternative energy sources and to introduce competition into the electric sector. It was meant to promote energy conservation (reduce demand) and promote greater use of domestic energy and renewable energy (increase supply). The law was created in response to the 1973 energy crisis.

**RA – Resource Adequacy** - Under its Resource Adequacy (RA) program, the California Public Utilities Commission (CPUC) requires load-serving entities—both independently owned utilities and electric service providers—to demonstrate in both monthly and annual filings that they have purchased capacity commitments of no less than 115% of their peak loads.

**RAM – Renewables Auction Mechanism** - a procurement program the Investor-owned Utilities (IOUs) may use to procure RPS eligible generation. The IOUs may use RAM to satisfy authorized procurement needs, for example, system Resource Adequacy needs, local Resource Adequacy needs, RPS needs, reliability needs, Local Capacity Requirements, Green Tariff Shared Renewables needs, and any need arising from Commission or legislative mandates.

**RE – Renewable Energy** - Energy from a source that is not depleted when used, such as wind or solar power.

**REC - Renewable Energy Certificate** - A REC is the property right to the environmental benefits associated with generating renewable electricity. For instance, homeowners who generate solar



electricity are credited with 1 solar REC for every MWh of electricity they produce. Utilities obligated to fulfill an RPS requirement can purchase these RECs on the open market.

**RES-BCT – Renewables Energy Self-Generation Bill Credit Transfer** - This program enables local governments and universities to share generation credits from a system located on one government-owned property with billing accounts at other government-owned properties. The system size limit under RES-BCT is 5 MW, and bill credits are applied at the generation-only portion of a customer's retail rate.

**RFO – Request for Offers** a competitive procurement process used by organizations to solicit the submission of proposals from interested parties in response to a scope of services.

**RPS - Renewable Portfolio Standard** - Law that requires CA utilities and other load serving entities (including CCAs) to provide an escalating percentage of CA qualified renewable power (culminating at 33% by 2020) in their annual energy portfolio.

**SB – Senate Bill** - a piece of legislation that is introduced in the Senate. In other words, the Senate, rather than the Assembly, is the house of origin in the legislature for the legislation.

**SCE – Southern California Edison** - the large IOU that serves the Los Angeles and Orange County area.

**SCP – Sonoma Clean Power Authority** - CCA serving Sonoma County and surrounding areas in Northern California.

**SDG&E – San Diego Gas & Electric** - the IOU that serves San Diego county, they own the infrastructure that delivers SDCP energy to customers.

**SGIP – Self-Generation Incentive Program** – A program which provides incentives to support existing, new, and emerging distributed energy resources (storage, wind turbines, waste heat to power technologies, etc.)

**SUE – Super User Electric** - electric surcharge that's intended to penalize consumers for excessive energy use.

**SVCE – Silicon Valley Clean Energy** - CCA serving Silicon Valley Area.

**TCR EPS Protocol – The Climate Registry Electric Power Sector Protocol** – Online tools and resources provided by The Climate Registry to assist organizations to measure, report, and reduce carbon emissions.

**TE – Transportation Electrification** - For the transportation sector, electrification means replacing fossil fuels with electricity as the means of powering light-duty vehicles, medium- and heavy-duty trucks, and buses. The primary goal is to reduce greenhouse gas (GHG) emissions and, ultimately, contribute to mitigating the effects of climate change on the planet.

**Time-of-Use (TOU) Rates** — The pricing of delivered electricity based on the estimated cost of electricity during a particular time-block. Time-of-use rates are usually divided into three or four time-blocks per 24 hour period (on-peak, mid-peak, off-peak and sometimes super off-peak) and by seasons of the year (summer and winter). Real time pricing differs from TOU rates in that it is based on actual (as opposed to forecasted) prices that may fluctuate many times a day and are weather sensitive, rather than varying with a fixed schedule.



**TM – Tree Mortality** - refers to the death of forest trees and provides a measure of forest health. In the context of energy, the CPUC is tasked with utilizing its authority to extend contracts and take actions to authorize new contracts on bioenergy facilities that receive feedstock from high hazard zones.

**TURN – The Utility Reform Network** - A ratepayer advocacy group charged with ensuring that California IOUs implement just and reasonable rates.

**Unbundled RECs** - Renewable energy certificates that verify a purchase of a MWH unit of renewable power where the actual power and the certificate are “unbundled” and sold to different buyers.

**VPP – Virtual Power Plant** – A cloud-based network that leverages an aggregation of distributed energy resources (DERs) to shift energy demand or provide services to the grid. For example, thousands of EV chargers could charge at a slower speed and hundreds of home batteries could discharge to the grid during a demand peak to significantly reduce the procurement of traditional supply resources.

**VAMO – Voluntary Allocation, Market Offer** - the process for SDG&E to allocate a proportional share of their renewable portfolio to SDCP and other LSEs within the service territory.

