



AGENDA

Regular Meeting Board of Directors

Thursday, January 15, 2026
5:00 p.m.

Don L. Nay Port Administration Boardroom
3165 Pacific Hwy.
San Diego, CA 92101

The meeting will be held in person at the above date, time and location(s). Members of the Board of Directors and members of the public may attend in person. Under certain circumstances, Board members may also attend and participate virtually in the meeting, pursuant to the Brown Act (Gov. Code § 54953). As a convenience to the public, San Diego Community Power provides a Zoom teleconference option for members of the public to virtually observe and provide public comments at its meetings. Additional details on in-person and virtual public participation are below. Please note that in the event of a technical issue causing a disruption in the call-in option or internet-based option, the meeting will continue unless otherwise required by law (such as when a Board member is virtually attending the meeting), pursuant to certain provisions of the Brown Act.

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 members of the public include their name and city of residence for the record. Commenters are requested to address their comments to the Board of Directors as a whole through the chairperson. Comments may be provided in one of the following ways:

1. Oral comments during a meeting. Anyone attending in person who wishes to address the Board of Directors is asked to fill out a speaker's slip and present it to the clerk of the Board. To provide remote comments during the meeting, join the Zoom meeting by computer, mobile phone or dial-in number. When participating in a Zoom video conference by computer or mobile phone, use the "Raise Hand" feature. This will notify the moderator that a member of the public wishes to speak during a specific item on the agenda or during the non-agenda public comment period. Members of the public will not be shown on video but will be able to speak when called upon. When participating in the meeting using the Zoom dial-in number, press *9 to request to speak. Comments will be limited to three minutes.

2. Written Comments. Written public comments must be submitted prior to the start of the meeting to ClerkOfTheBoard@SDCommunityPower.org. Members of the public are asked to indicate a specific agenda item when submitting comments. All written comments received prior to the meeting will be provided to members of the Board. At the discretion of the chairperson, the first 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 members of Board and become part of the public record.

If members of the public have any materials to be distributed to the Board, they should be sent to ClerkOfTheBoard@SDCommunityPower.org, who will distribute the information to Board members.

The public may participate using the following remote options:

Teleconference Meeting Webinar

sdcommunitypower-org.zoom.us/j/94274587066

Telephone (audio only) 669-900-6833 or 346-248-7799 | Webinar ID: 94274587066

WELCOME

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

LAND ACKNOWLEDGMENT

SPECIAL PRESENTATIONS AND INTRODUCTIONS

- Recognition of Aida Castañeda for her Service to the Community Advisory Committee
- Introduction of New Community Power Staff

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 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. Approve December 11, 2025, Meeting Minutes
2. Receive and File Update on Programs
3. Receive and File Update on Power Services
4. Receive and File Update on Customer Operations
5. Receive and File Update on IT and Data Analytics
6. Receive and File Update on Human Resources
7. Receive and File Update on Marketing, Public Relations, and Local Government Affairs
8. Receive and File Treasurer's Report for Period Ending October 31, 2025
9. Receive and File Update on Regulatory and Legislative Affairs
10. Approve the Marketing Community Initiative Partnership with TEGNA through December 31, 2026, in an Amount not to Exceed \$175,044, and Authorize the Chief Executive Officer to Execute the Agreement
11. Approve Request for Board Members Travel to CalCCA Annual Conference May 12-14, 2026, in Sacramento, CA
12. Approve Amendment No. 1 to the Professional Services Agreement with Financial Credit Network to remove the Not-To-Exceed Amount for Debt Collection Services for San Diego Community Power

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.

13. Election of Officers for Community Power for Calendar Year 2026

Recommendation: Elect a Chair and Vice Chair for Calendar Year 2026.

14. Review and approve 2026 Community Power rates, to be Retroactively Effective as of January 1, 2026

Recommendation: Review and approve 2026 Community Power rates, to be retroactively effective as of January 1, 2026.

15. Approve Professional Services Agreement with PS Hummingbird for Enterprise Resource Planning Implementation and Other As-Needed Services for a Total Not-To-Exceed Contract Amount of \$1,000,000

Recommendation: Approve Professional Services Agreement with PS Hummingbird regarding Enterprise Resource Planning (ERP) Implementation and other as-needed services for a total not-to-exceed contract amount of \$1,000,000, and authorize the Chief Executive Officer to execute the contract.

16. Approve Professional Services Agreement with Tenaska Power Services for Scheduling Coordinator Services for a Total Not-To-Exceed Contract Amount of \$1,500,000

Recommendation: Approve a Professional Services Agreement with Tenaska Power Services for Scheduling Coordinator Services for an initial three-year term, with one-year auto renewal term, and authorize the Chief Executive Officer to execute the agreement for a not-to-exceed amount of \$2,000,000 over the initial term and a not-to-exceed amount of \$1,500,000 for each auto renewal term.

CHIEF EXECUTIVE OFFICER REPORT

Community Power management 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 Community Power business. There is to be no discussion or action taken on comments made by Directors unless authorized by law.

ADJOURNMENT

The Board of Directors will adjourn until the next regular meeting scheduled for Thursday, February 26, 2026, at 5 p.m.

Compliance with the Americans with Disabilities Act

Community Power Board of Directors meetings comply with the Americans with Disabilities Act. Individuals with a disability who require a modification or accommodation, including auxiliary aids or services, to participate in the public meeting may contact 888-382-0169 or ClerkOfTheBoard@SDCommunityPower.org. Requests for disability-related modifications or accommodations require varying 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 sdcommunitypower.org/resources/meeting-notes. Late-arriving documents related to a Board meeting item are distributed to Members prior to or during the Board meeting and are available for public review as required by law. Public records, including agenda-related documents, can be requested electronically from ClerkOfTheBoard@SDCommunityPower.org or by mailing San Diego Community Power, Attn: Clerk of the Board, P.O. Box 12716, San Diego, CA 92112. The documents may also be posted on Community Power's website. Such public records are also available for inspection by contacting ClerkOfTheBoard@SDCommunityPower.org to arrange an appointment.



SAN DIEGO COMMUNITY POWER

BOARD OF DIRECTORS Regular Meeting Minutes December 11, 2025

Don L. Nay Port Administration Boardroom
3165 Pacific Hwy.
San Diego, CA 92101

WELCOME AND CALL TO ORDER

Chair Lawson-Remer called the Community Power Board of Directors regular meeting to order at 5:02 p.m.

ROLL CALL

PRESENT: Chair Lawson-Remer, County of San Diego; Vice Chair Yamane, City of National City; Director Elo-Rivera (arrived at 6:07 p.m.), City of San Diego; Director Inzunza, City of Chula Vista; Director San Antonio, City of Encinitas; Director Fisher, City of Imperial Beach; and Director Suzuki, City of La Mesa

ABSENT: None

Staff Present: Chief Executive Officer Burns; Chief Financial Officer Washington; General Counsel Tyagi; Director of Finance Manglicmot; Senior Strategic Finance Manager Spengler; Rates and Strategy Manager Lu; Director of Portfolio Manager Camara; Senior Program Manager Lomeli; Associate Director of Programs: Flex Load Treadwell; Clerk of the Board Hernandez; and Assistant Clerk of the Board Vences

PLEDGE OF ALLEGIANCE

Chair Lawson-Remer led the Pledge of Allegiance.

LAND ACKNOWLEDGMENT

Chair Lawson-Remer acknowledged the Kumeyaay Nation and all the original stewards of the land.

SPECIAL PRESENTATIONS AND INTRODUCTIONS

Introduction of New Community Power Staff

Chair Lawson-Remer welcomed new employee Megan Phelps, Program Associate, to introduce herself.

ITEMS TO BE ADDED, WITHDRAWN OR REORDERED ON THE AGENDA

Clerk of the Board Hernandez announced that per the General Counsel, the previously scheduled Closed Session would not be necessary.

PUBLIC COMMENTS

There were no public comments.

CONSENT CALENDAR

1. Approve November 20, 2025, Meeting Minutes
2. Receive and File Update on Programs
3. Receive and File Update on Power Services
4. Receive and File Update on Customer Operations
5. Receive and File Update on IT and Data Analytics
6. Receive and File Update on Human Resources
7. Receive and File Community Advisory Committee Monthly Update
8. Receive and File Update on Marketing, Public Relations, and Local Government Affairs
9. Receive and File Treasurer's Report for Period Ending September 30, 2025
10. Receive and File Update on Regulatory and Legislative Affairs
11. Approve a Sole Source Amendment No. 5 to Agreement with GB Endeavors LLC., for an additional not-to-exceed amount of \$95,000 for a total revised not-to-exceed amount of \$219,999 and to extend the term through June 30, 2027

There were no public comments on Consent Item Nos. 1-11.

Motioned by Director Inzunza and seconded by Director San Antonio to approve Consent Calendar Item Nos. 1-11. The motion carried 6/0 as follows:

AYES: Chair Lawson-Remer, Vice Chair Yamane, Directors Fisher, Inzunza, San Antonio, and Suzuki
NOES: None
ABSTAINED: None
ABSENT: Director Elo-Rivera

REGULAR AGENDA

12. Community Advisory Committee Quarterly Update

Community Advisory Committee (CAC) Chair Harris provided a quarterly report and shared information about Committee vacancies.

There were no public comments on Item No. 12.

After Board member comments, the Community Advisory Committee quarterly update was received and filed.

13. Fiscal Year End 2024-25 Performance Review

Dr. Washington presented the Fiscal Year End 2024-25 Performance Review.

There were no public comments on Item No. 13.

After Board member comments, the Fiscal Year End 2024-25 Performance Review was received and filed.

14. Adopt Resolution No. 2025-23, Approving a Fourth Revision to the Financial Reserves Policy

Messrs. Manglicmot and Spengler provided an overview of the proposed revisions to the Financial Reserves Policy.

There were no public comments on Item No. 14.

After Board member discussion, motioned by Director Suzuki and seconded by Vice Chair Yamane to adopt Resolution No. 2025-23, approving a fourth revision to the Financial Reserves Policy. The motion carried 6/0 as follows:

AYES: Chair Lawson-Remer, Vice Chair Yamane, Directors Fisher, Inzunza, San Antonio, and Suzuki
NOES: None
ABSTAINED: None

ABSENT: Director Elo-Rivera

15. Update on SDG&E's 2026 Projected Rates

Mr. Lu provided the SDG&E's 2026 Projected Rates update.

There were no public comment on Item No. 15.

After Board member comments and questions, the SDG&E's 2026 Projected Rates update was received and filed.

16. Approval of a Master Service Agreement with Ascend Analytics for Energy Storage Optimization Services

Ms. Camara provided an overview of the proposed Master Service Agreement with Ascend Analytics for Energy Storage Optimization Services

There were no public comments on Item No. 16.

Motioned by Vice Chair Yamane and seconded by Director Suzuki to approve and authorize the Chief Executive Officer (CEO) to execute a Master Service Agreement (MSA) with Ascend Analytics for Energy Storage Optimization Services for an initial three-year term, with one-year automatic renewals; and authorize the CEO to execute work orders for energy storage resources, for a not-to-exceed amount of \$2,500,000 over the initial term of the MSA and for a not-to-exceed amount of \$2,000,000 for each auto renewal term. The motion carried 7/0 as follows:

AYES: Chair Lawson-Remer, Vice Chair Yamane, Directors Elo-Rivera, Fisher, Inzunza, San Antonio, and Suzuki

NOES: None

ABSTAINED: None

ABSENT: None

18. Update on Smart Home Flex Project

Mr. Lomeli and Mr. Treadwell provided an update on the Smart Home Flex Project.

There were no public comments on Item No. 18.

After Board member comments and questions, the update on Smart Home Flex Project was received and filed.

CHIEF EXECUTIVE OFFICER REPORT

Ms. Burns provided a Year in Review of Community Power's accomplishments and activities.

DIRECTOR COMMENTS

Director Suzuki expressed appreciation to Ms. Burns for her great leadership.

Vice Chair Yamane expressed appreciation to Community Power staff for a great year.

Directors shared updates on their ongoing efforts within their respective member agencies.

ADJOURNMENT

The meeting was adjourned at 7:07 p.m. to the next regular meeting scheduled for Thursday, January 15, 2026, at 5 p.m.

Maricela Hernandez, MMC, CPMC
Clerk of the Board

SAN DIEGO COMMUNITY POWER

Staff Report – Item 2

To: Board of Directors

From: Jack Clark, Chief Operating Officer
Colin Santulli, Senior Director of Programs

Via: Karin Burns, Chief Executive Officer

Subject: Update on Programs

Date: January 15, 2025

Recommendation

Receive and file update on customer energy programs.

Background

Staff will provide regular updates to the Board of Directors (“Board”) regarding the following Community Power customer energy programs: Commercial Programs, Residential Programs, Flexible Load Programs, Solar and Energy Storage Programs, and the San Diego Regional Energy Network.

Analysis and Discussion

Updates on customer energy programs are detailed below.

Commercial Programs

Efficient Refrigeration Pilot Project

Status: As of December 19, 2025, 32 participants have been approved for the Efficient Refrigeration Pilot. The pilot is no longer accepting applications, as grant funds have been expended.

Next Steps: Staff will proceed with the necessary steps to complete activities for the remaining projects and to prepare and submit all required documents to the California Department of Food and Agriculture (CDFA), the grant funder.

Residential Programs

California Energy Commission (“CEC”) Equitable Building Decarbonization Direct Install (“EBD DI”) Program

Status & Next Steps: Please refer to [Item 2](#) of the December BOD 2025 agenda packet for the most recent update on this program.

Flexible Load Programs

Smart Home Flex Pilot Project

Status: Staff provided an update on the Smart Home Flex pilot project at the December 2025 Board meeting (please refer to [Item 17](#)). Staff has since executed an agreement with Demand Side Analytics (“DSA”) to conduct an impact evaluation of Smart Home Flex. DSA was selected from a competitive Invitation to Bid where staff received five proposals. Work on the impact evaluation started in January 2026 and will continue until early Q2 2026.

Next Steps: Staff will continue to work on the impact evaluation of Smart Home Flex. Staff anticipate scaling Smart Home Flex in 2026 pending results of the evaluation and potential Board approval of a program budget in the FY 2026-27 budget.

EV Flex Connect Pilot Project

Status & Next Steps: Please refer to [Item 2](#) of the December BOD 2025 agenda packet for the most recent update on this program.

Solar and Energy Storage Programs

Net Energy Metering (“NEM”) and Net Billing Tariff (“NBT”)

Status & Next Steps: Please refer to [Item 13](#) of the September 2025 BOD agenda packet for the most recent update on this program.

Solar Battery Savings (“SBS”) Program

Status: The SBS program began accepting applications on September 30, 2025. Community Power held a press event at the County of San Diego Administration Building on October 1, 2025, to generate earned media and raise awareness of the program. To date, the program received over 457 applications, of which 242 have already been approved. Of the 54 contractors approved to participate in the program, 43 are actively participating and have submitted applications. Participation has shifted from the pilot trends, with market rate (71%) participation increasing from ~60% in the pilot and non-market rate (29%) participation decreasing from ~40%. However, for new versus existing systems, there is a shift toward new installations, which now make up 75% compared to 25% for existing systems.

Next Steps: In February 2026, staff will reopen the contractor application period, including offering additional mandatory trainings to enable additional interested contractors to apply to

become an approved contractor in the program. In Q1 CY 2026, Community Power expects to offer a series of customer workshops to build awareness of the program and the benefits of residential solar and storage, in general.

Solar Advantage Program (previously DAC-GT)

Status: The California Public Utilities Commission (“CPUC”) approved Community Power’s Advice Letter 35-E for three fully executed Power Purchase Agreements (“PPAs”) with 1st Oak 2, LLC for a total of 2.91 MW on December 11, 2025. Staff presented the PPAs for Board approval at the September 2025 Board meeting (please refer to Item 18a).

Staff shortlisted 11 projects on December 19, 2025 received through the Solar Advantage Program’s Second Request for Offer (“RFO”) after following Energy Contract Working Group’s approval (“ECWG”).

Next Steps: Prior to launching RFO #3 (currently planned for Q1 CY 2026), Staff will update the cost containment cap as directed by CPUC Resolution E-5368.

Staff will bring the shortlisted projects received through the Solar Advantage Program’s Second RFO to the Board for approval in time to meet the CPUC’s requirement to file an advice letter within 180 days of notifying bidders of their shortlisting status.

San Diego Regional Energy Network (“SDREN”)

Status: Staff continue activities required for the successful launch of SDREN programs with a focus on procurement. As of December 22, 2025, the following contracts from Phase 2 have been executed with the selected vendors:

- Climate Resilience Leadership Program:
 - Vendor: The Energy Coalition
 - Contract Total: \$9,361,556 (direct implementation), \$7,442,846 (incentives)
- Single-Family Program:
 - Vendor: ICF Resources, LLC
 - Contract Total: \$6,320,226 (direct implementation), \$12,416,267 (incentives)
- Multifamily Program:
 - Vendor: TRC Solutions, Inc.
 - Contract Total: \$3,491,763 (direct implementation), \$6,539,071 (incentives)

As part of launch activities, staff are working alongside the County of San Diego to conduct activities to commence the SDREN Advisory Committee. In May 2024, the SDREN Oversight and Administration Team (comprised of Community Power and the County of San Diego) established an inaugural Advisory Committee to prepare for the anticipated approval of SDREN. The inaugural Advisory Committee represented entities and agencies with a regional

or multi-jurisdictional footprint and provided advisement on the structure, functionality, and operation of the forthcoming SDREN Advisory Committee. Since these initial meetings, staff have incorporated feedback from the inaugural Advisory Committee into a membership Charter.

The SDREN Advisory Committee is an integral part of the SDREN governance structure and its role is to provide advisement and recommendations to the SDREN Oversight and Administration Team to ensure successful program implementation of SDREN's 10 energy efficiency programs. Organizations interested in joining the committee will be invited to submit an application outlining their mission, experience, and the unique perspective they bring to advancing the committee's goals. The application window will be open from mid-January through late February, with exact dates to be released in the near future. Upon joining the SDREN Advisory Committee, members shall commit to participating for at least two consecutive years. Membership will be assessed annually by the SDREN Oversight and Administration Team.

Next Steps: Staff will continue to finalize contract negotiations with the selected vendors from the Phase 3 solicitations. All contracts from Phase 1 and 2 have been executed. Staff anticipate the Phase 3 contracts to be executed in January 2026 in accordance with Resolution No. 2025-01 adopted by the Board on January 23, 2025, authorizing the Chief Executive Officer to 'negotiate and execute contracts with third parties to implement the agreement or use of [SDREN] funds.'

The remaining SDREN contracts are expected to be executed with selected vendors with amounts not exceeding the budgets stated in the solicitations:

Phase 3

- Efficient Refrigeration Program: \$2,028,045 (direct implementation), \$4,074,678 (incentives).
- Market Access Program: \$4,597,330 (direct implementation), \$9,006,228 (incentives).
- Small-to-Medium Business Energy Coach Program: \$6,567,110 (direct implementation), \$2,016,518 (incentives).

SDREN funds are authorized by the California Public Utilities Commission and are disbursed to San Diego Community Power in accordance with the *San Diego Regional Energy Network Energy Efficiency Programs and Budget Agreement for Years 2024-2027* executed between Community Power and SDG&E (under Resolution No. 2025-01).

Regarding next steps to commence the SDREN Advisory Committee, applications will be reviewed in March with organizations notified by the end of March, followed by commencement of regular meetings.

Fiscal Impact

N/A

Attachments

N/A

SAN DIEGO COMMUNITY POWER

Staff Report - Item 3

To: Board of Directors

From: Gordon Samuel, Chief Commercial Officer

Via: Karin Burns, Chief Executive Officer

Subject: Update on Power Services

Date: January 15, 2026

Recommendation

Recommendation to receive and file update on Power Services.

Background

Staff provide the updates below to the Board of Directors regarding Community Power's energy procurement activities.

Analysis and Discussion:

Power Services Staffing

Building out a team of experienced, knowledgeable energy professionals has long been a top priority and allows Community Power not only to solicit, negotiate, and administer contracts for energy supply effectively, but also to monitor market activity, manage risk, bring in-house several activities that have historically been completed by consultants, and to dedicate additional resources to local and distributed energy procurement and development efforts. The Power Services team is now sixteen people strong.

Compliance

On December 2, 2025, Community Power submitted its Mid-Term Reliability ("MTR") Integrated Resource Planning update to the California Public Utilities Commission. This filing showed that Community Power is on track to meet its MTR requirements.

Portfolio Updates

On December 23, 2025, the Arrowleaf project achieved commercial operations. Arrowleaf is a 42 MW solar and 35 MW storage capacity project located in Imperial County, CA. The project can power approximately 28,140 homes annually and helps with local reliability. Additionally, on January 1, 2026 the Border project achieved commercial operations. Border is a 50 MW 1-hour battery in San Diego. The new battery system will help with local reliability and reduce the need for natural gas peaker operations thus reducing localized emissions.

Long-term Renewable Energy Solicitations

As Community Power strives to meet its environmental, financial, and regulatory compliance goals and requirements, long-term power purchase agreements (PPAs) provide developers with the certain revenue stream against which they can finance up-front capital requirements, so each long-term PPA that Community Power signs with a developing facility will underpin a new, incremental renewable energy and/or storage project. In addition, long-term PPAs lock in renewable energy supply around which Community Power can build its power supply portfolio while also hedging power supply costs. Moreover, the California Renewable Portfolio Standard (RPS), as modified in 2015 by Senate Bill 350, requires that Community Power provide 65% of its RPS-required renewable energy from contracts of at least ten years in length. Finally, in California Public Utilities Commission (CPUC) Decision (D.) 21-06-025, the 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 for purposes of "Mid Term Reliability" (MTR). These requirements have been augmented and extended into 2026 and 2027 via CPUC D.23-02-040.

In pursuit of long-term contracts for renewable energy and storage, staff have released several Requests for Offers (RFOs), including an RFO this year that targeted clean-firm resources that can provide 24/7 deliveries. Staff and the Energy Contracts Working Group (ECWG) evaluate all submissions from solicitations prior to entering negotiations with selected participants. Assuming that staff and shortlisted developers can agree to mutually agreeable contracts consistent with terms authorized by the ECWG, staff then review draft terms with the Community Power Board for approval and authorization to execute the relevant documents. To date, staff have enabled the execution of over two dozen long-term contracts for energy, renewable energy credits and/or capacity from renewable and storage projects.

Staff remain in negotiations for additional resources that are expected to be online between 2027 and 2030. Going forward, staff expect to prioritize projects that increase the portfolio's diversity in terms of technology and innovative contract structures to achieve a pathway to 100% clean energy. Staff will also be increasingly prioritizing local infill projects as described below.

Local Development

Local RFI

Community Power's rolling Local RFI remains open and has yielded eight Board-approved contracts for local generation and storage facilities. After consultation with the ECWG, Community Power Board of Directors has approved a portfolio of PV PPAs and energy storage and service agreements and is actively negotiating with several local projects submitted to the Local RFI over the past several months. Community Power also released an RFO for distributed renewable energy resources (DERs), focusing on a broad range of distribution-level renewable projects within San Diego County. This solicitation has yielded nine Board-approved PPAs and energy storage agreements. Other ongoing local initiatives include continued collaboration with member agency staff and other local agencies to identify strategic opportunities to further infill development.

Community Power's Local RFI and Feed-in Tariff remain open. More information is available about each at the links below:

- <https://sdcommunitypower.org/resources/solicitations/>
- <https://sdcommunitypower.org/programs/feed-in-tariff/>

Solar Advantage Program (previously DAC-GT)

Status: The California Public Utilities Commission ("CPUC") approved Community Power's Advice Letter 35-E for three fully executed Power Purchase Agreements ("PPAs") with 1st Oak 2, LLC for a total of 2.91 MW on December 11, 2025. Staff presented the PPAs for Board approval at the September 2025 Board meeting (please refer to Item 18a).

Staff shortlisted 11 projects on December 19, 2025 received through the Solar Advantage Program's Second Request for Offer ("RFO") after following Energy Contract Working Group's approval ("ECWG").

Next Steps: Prior to launching RFO #3 (currently planned for Q1 CY 2026), Staff will update the cost containment cap as directed by CPUC Resolution E-5368.

Staff will bring the shortlisted projects received through the Solar Advantage Program's Second RFO to the Board for approval in time to meet the CPUC's requirement to file an advice letter within 180 days of notifying bidders of their shortlisting status.

Short-Term RPS Procurement

Community Power staff continue to actively manage its environmental portfolio and closely monitor the market for opportunities to optimize its renewable and carbon-free portfolios. Community Power has recently been evaluating solicitation offers, bilateral offers, and products that meet needs for multiple portfolios – creating greater value for its customers. Community Power will continue to prioritize environmental targets while also ensuring value for our customers.

Market Update

Due to resource availability in the broader Western Interconnection, lingering supply chain impacts and long interconnection queues that have delayed development of new-build energy resources, and implementation of tariffs and duties on foreign imports, the market for renewable energy and resource adequacy (RA) continues to be uncertain. Staff are working with developers, industry groups, the CPUC, and CA Governor's Office and legislators to i) develop near-term solutions while also actively procuring short-term energy and capacity products and long-term energy resources to meet Community Power's portfolio needs practically and cost-effectively, and ii) to establish a portfolio of resources that will provide value to Community Power and California's clean, reliable energy needs into the future.

Near-term California power markets are on a slight decline due to decreasing electric demand and cooling temperatures. Markets are closely watching seasonal heating changes that can impact natural gas supply and by extension, in-state energy supply and prices. No supply shortfalls are expected, but markets remain sensitive to extreme weather events and unexpected supply shortages.

Fiscal Impact

N/A

Attachments

N/A

SAN DIEGO COMMUNITY POWER

Staff Report – Item 4

TO: Board of Directors

FROM: Jack Clark, Chief Operating Officer
Lucas Utouh, Senior Director of Data Analytics and Customer Operations

VIA: Karin Burns, Chief Executive Officer

SUBJECT: Update on Customer Operations

DATE: January 15, 2026

Recommendation

Receive and file an update on various customer operations' initiatives.

Background

Staff will provide regular updates to the Community Advisory Committee centered around tracking customer opt actions (i.e., opt outs, opt ups, opt downs, and re-enrollments) as well as customer engagement metrics. The following is a brief overview of items pertaining to customer operations.

Analysis and Discussion

A) Enrollment Update

As of January 2, 2026, Community Power is serving a cumulative total count of **965,833** active customer accounts.

Customers with newly established accounts or who have moved into a new service address within any and all of our member jurisdictions receive 2 post-enrollment notices through the mail at their mailing address on file within 60 days of their account start date, notifying them that they have defaulted to Community Power electric generation service.

Please note that Re-Enrollment and Contact Center metrics are captured and displayed only through November 30, 2025.

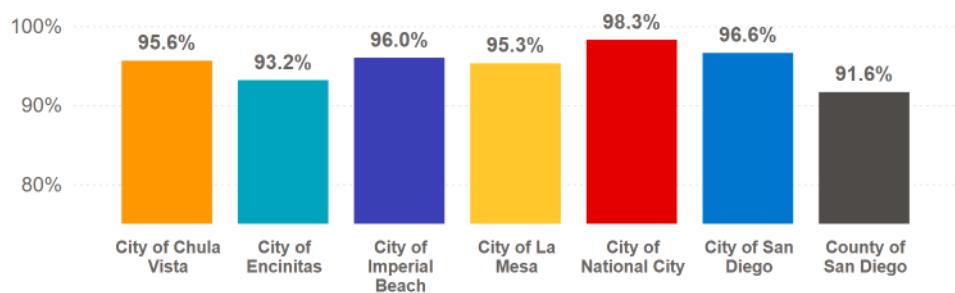
B) Customer Participation Tracking

The below charts summarize customer participation by member agency as well as metrics for their elections into San Diego Community Power's four (4) available service options:

| Enrolled Accounts | Participation Rate |
|-------------------|--------------------|
| 965,833 | 95.5% |

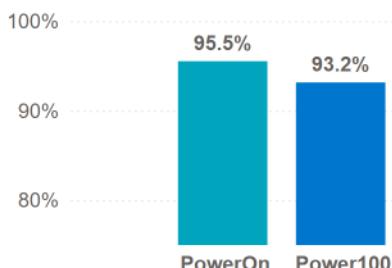
Participation

Participation by Jurisdiction

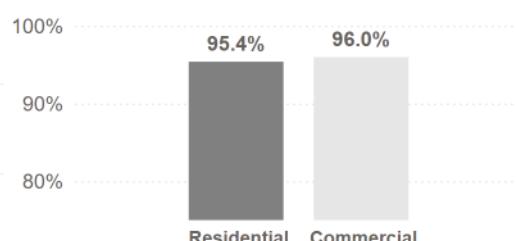


| Jurisdiction | Service Option Default | Eligible Accounts | Enrolled Accounts | Participation Rate |
|-------------------------------|------------------------|-------------------|-------------------|--------------------|
| City of Chula Vista | PowerOn | 99,938 | 95,562 | 95.6% |
| City of Encinitas | Power100 | 28,918 | 26,940 | 93.2% |
| City of Imperial Beach | PowerOn | 10,811 | 10,378 | 96.0% |
| City of La Mesa | PowerOn | 29,613 | 28,217 | 95.3% |
| City of National City | PowerOn | 19,688 | 19,346 | 98.3% |
| City of San Diego | PowerOn | 631,729 | 610,276 | 96.6% |
| County of San Diego | PowerOn | 191,074 | 175,114 | 91.6% |
| Total | | 1,011,771 | 965,833 | 95.5% |

Participation by Default Service Option



Residential vs Commercial Participation

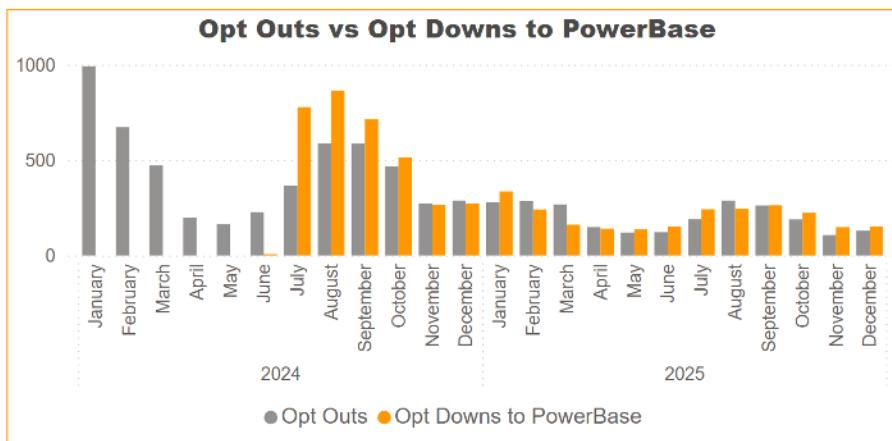


Service Option

| PowerBase | | PowerOn | | Power100 | | Power100 Green+ | |
|---------------|-------|---------------|---------|---------------|--------|-----------------|------|
| Enrolled | 5,072 | Enrolled | 926,368 | Enrolled | 34,369 | Enrolled | 24 |
| Participation | 0.5% | Participation | 95.9% | Participation | 3.6% | Participation | 0.0% |

Service Option Enrollment Summary

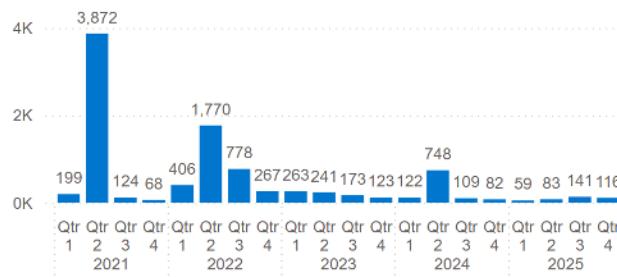
| Jurisdiction | Service Option Default | Enrolled Accounts | Power Base Enrolled | Power Base % | PowerOn Enrolled | PowerOn % | Power 100 Enrolled | Power 100% | Power100 Green+ Enrolled | Power100 Green+% |
|------------------------|------------------------|-------------------|---------------------|--------------|------------------|--------------|--------------------|-------------|--------------------------|------------------|
| City of Chula Vista | PowerOn | 95,562 | 464 | 0.5% | 94,183 | 98.6% | 915 | 1.0% | | |
| City of Encinitas | Power100 | 26,940 | 203 | 0.8% | 395 | 1.5% | 26,342 | 97.8% | | |
| City of Imperial Beach | PowerOn | 10,378 | 39 | 0.4% | 10,257 | 98.8% | 82 | 0.8% | | |
| City of La Mesa | PowerOn | 28,217 | 142 | 0.5% | 27,810 | 98.6% | 265 | 0.9% | | |
| City of National City | PowerOn | 19,346 | 62 | 0.3% | 19,254 | 99.5% | 30 | 0.2% | | |
| City of San Diego | PowerOn | 610,276 | 2,716 | 0.4% | 601,606 | 98.6% | 5,930 | 1.0% | 24 | 0.0% |
| County of San Diego | PowerOn | 175,114 | 1,446 | 0.8% | 172,863 | 98.7% | 805 | 0.5% | | |
| Total | | 965,833 | 5,072 | 0.5% | 926,368 | 95.9% | 34,369 | 3.6% | 24 | 0.0% |



Opt Up History

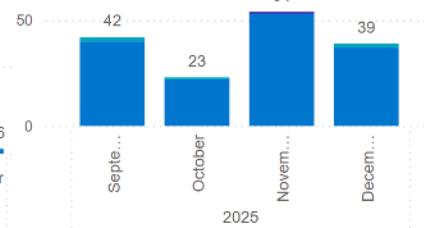
| Total Opt Ups | Opt Ups Current* |
|---------------|------------------|
| 9,744 | 8,083 |

Opt Ups Quarterly



Opt Ups Monthly

Last 4 Months



● Opt Up to Power100 ● Opt Up to Power100 Green+ ● Opt Up to PowerOn ● Power100 ● Power100 Green+ ● PowerOn

Opt Ups by Jurisdiction

| Jurisdiction | 2021 | 2022 | 2023 | 2024 | 2025 YTD | Total |
|------------------------|-------|-------|------|-------|----------|-------|
| City of Chula Vista | 710 | 175 | 61 | 49 | 31 | 1,026 |
| City of Encinitas | 18 | 1 | 1 | 3 | 1 | 24 |
| City of Imperial Beach | 60 | 29 | 11 | 6 | 6 | 112 |
| City of La Mesa | 155 | 120 | 19 | 12 | 8 | 314 |
| City of National City | | | 12 | 24 | 2 | 38 |
| City of San Diego | 3,316 | 2,896 | 489 | 340 | 308 | 7,349 |
| County of San Diego | 4 | | 207 | 627 | 43 | 881 |
| Total | 4,263 | 3,221 | 800 | 1,061 | 399 | 9,744 |

Opt Ups by Customer Class

| Customer Class | 2021 | 2022 | 2023 | 2024 | 2025 YTD | Total |
|----------------|-------|-------|------|-------|----------|-------|
| Commercial | 4,256 | 296 | 232 | 701 | 159 | 5,644 |
| Residential | 7 | 2,925 | 568 | 360 | 240 | 4,100 |
| Total | 4,263 | 3,221 | 800 | 1,061 | 399 | 9,744 |

Opt Ups by Method

| Opt Method | 2021 | 2022 | 2023 | 2024 | 2025 YTD | Total |
|------------|-------|-------|------|-------|----------|-------|
| CSR | 4,232 | 1,372 | 301 | 817 | 213 | 6,935 |
| IVR | 4 | 85 | 84 | 42 | 29 | 244 |
| Web | 27 | 1,764 | 415 | 202 | 157 | 2,565 |
| Total | 4,263 | 3,221 | 800 | 1,061 | 399 | 9,744 |

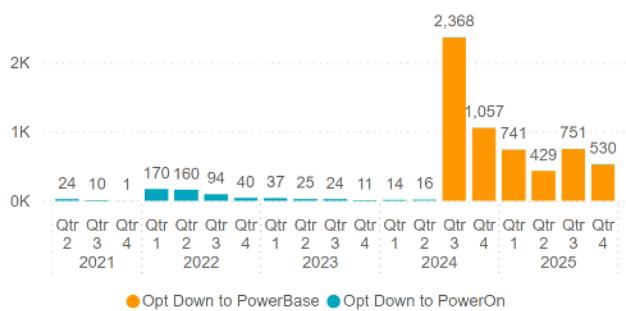
*Current indicates the account is open with SDG&E and this opt action is their latest opt action

2025 YTD as of December 30, 2025

Opt Down History

| Total Opt Downs | Opt Downs Current* |
|-----------------|--------------------|
| 6,502 | 5,559 |

Opt Downs Quarterly



Opt Downs Monthly



Opt Downs by Jurisdiction

| Jurisdiction | 2021 | 2022 | 2023 | 2024 | 2025 YTD | Total |
|------------------------|------|------|------|-------|----------|-------|
| City of Chula Vista | | 2 | 4 | 287 | 246 | 539 |
| City of Encinitas | 35 | 429 | 74 | 150 | 109 | 797 |
| City of Imperial Beach | | 1 | | 31 | 18 | 50 |
| City of La Mesa | | 4 | | 106 | 66 | 176 |
| City of National City | | | | 36 | 39 | 75 |
| City of San Diego | | 28 | 13 | 1,793 | 1,384 | 3,218 |
| County of San Diego | | | 6 | 1,052 | 589 | 1,647 |
| Total | 35 | 464 | 97 | 3,455 | 2,451 | 6,502 |

Opt Downs by Customer Class

| Customer Class | 2021 | 2022 | 2023 | 2024 | 2025 YTD | Total |
|----------------|------|------|------|-------|----------|-------|
| Commercial | 34 | 23 | 9 | 508 | 170 | 744 |
| Residential | 1 | 441 | 88 | 2,947 | 2,281 | 5,758 |
| Total | 35 | 464 | 97 | 3,455 | 2,451 | 6,502 |

Opt Downs by Method

| Opt Method | 2021 | 2022 | 2023 | 2024 | 2025 YTD | Total |
|------------|------|------|------|-------|----------|-------|
| CSR | 31 | 311 | 65 | 2,562 | 1,527 | 4,496 |
| IVR | 4 | 26 | 3 | 309 | 272 | 614 |
| Web | | 127 | 29 | 584 | 652 | 1,392 |
| Total | 35 | 464 | 97 | 3,455 | 2,451 | 6,502 |

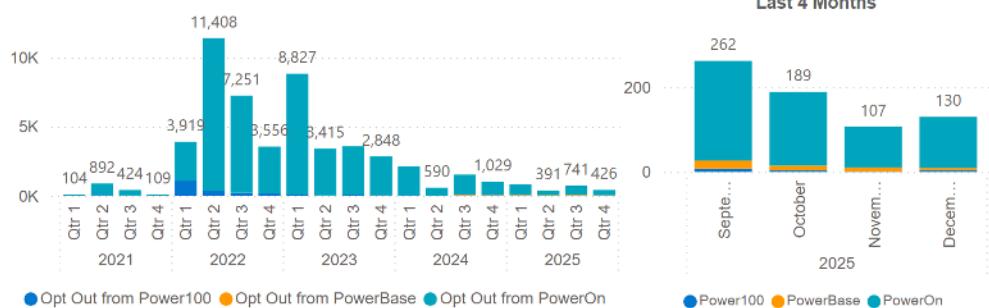
*Current indicates the account is open with SDG&E and this opt action is their latest opt action

2025 YTD as of December 30, 2025

Opt Out History

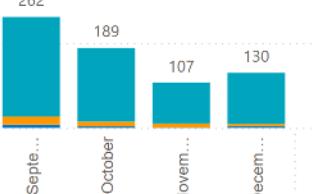
| Total Opt Outs | Opt Outs Current* |
|----------------|-------------------|
| 54,032 | 44,805 |

Opt Outs Quarterly



Opt Outs Monthly

Last 4 Months



● Power100 ● PowerBase ● PowerOn

Opt Outs by Jurisdiction

| Jurisdiction | 2021 | 2022 | 2023 | 2024 | 2025 YTD | Total |
|------------------------|-------|--------|--------|-------|----------|--------|
| City of Chula Vista | 267 | 3,466 | 747 | 411 | 204 | 5,095 |
| City of Encinitas | 66 | 1,870 | 230 | 118 | 56 | 2,340 |
| City of Imperial Beach | 32 | 343 | 99 | 60 | 17 | 551 |
| City of La Mesa | 84 | 1,269 | 235 | 128 | 59 | 1,775 |
| City of National City | 0 | 0 | 285 | 75 | 33 | 393 |
| City of San Diego | 1,078 | 19,185 | 3,185 | 1,836 | 1,070 | 26,354 |
| County of San Diego | 2 | 1 | 13,902 | 2,669 | 950 | 17,524 |
| Total | 1,529 | 26,134 | 18,683 | 5,297 | 2,389 | 54,032 |

Opt Outs by Customer Class

| Customer Class | 2021 | 2022 | 2023 | 2024 | 2025 YTD | Total |
|----------------|-------|--------|--------|-------|----------|--------|
| Commercial | 1,492 | 535 | 1,684 | 344 | 143 | 4,198 |
| Residential | 37 | 25,599 | 16,999 | 4,953 | 2,246 | 49,834 |
| Total | 1,529 | 26,134 | 18,683 | 5,297 | 2,389 | 54,032 |

Opt Outs by Method

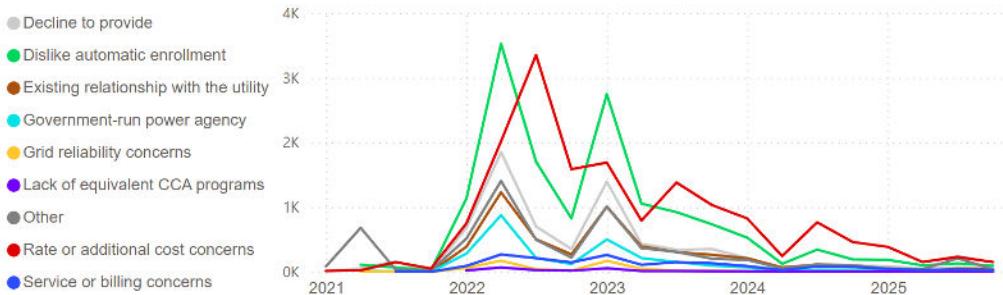
| Opt Method | 2021 | 2022 | 2023 | 2024 | 2025 YTD | Total |
|------------|-------|--------|--------|-------|----------|--------|
| CSR | 1,104 | 6,963 | 4,706 | 1,653 | 706 | 15,132 |
| IVR | 102 | 4,886 | 3,789 | 1,284 | 445 | 10,506 |
| Web | 323 | 14,285 | 10,188 | 2,360 | 1,238 | 28,394 |
| Total | 1,529 | 26,134 | 18,683 | 5,297 | 2,389 | 54,032 |

*Current indicates the account is open with SDG&E and this opt action is their latest opt action

2025 YTD as of December 30, 2025

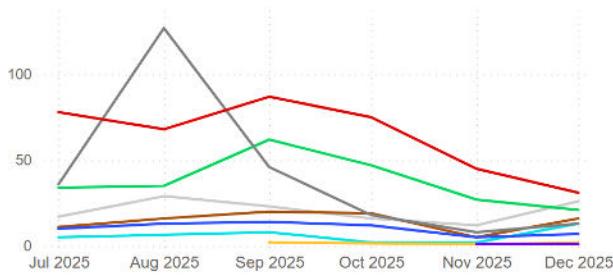
Opt Out Reason Summary

Opt Outs by Reason Quarterly



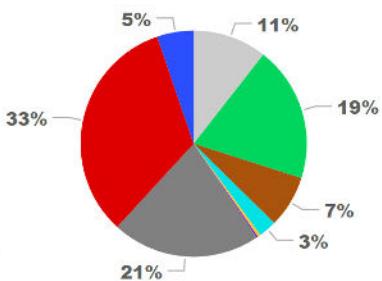
Opt Outs by Reason Monthly

Last 6 Calendar Months



Opt Out Reason Distribution

Last 6 Calendar Months



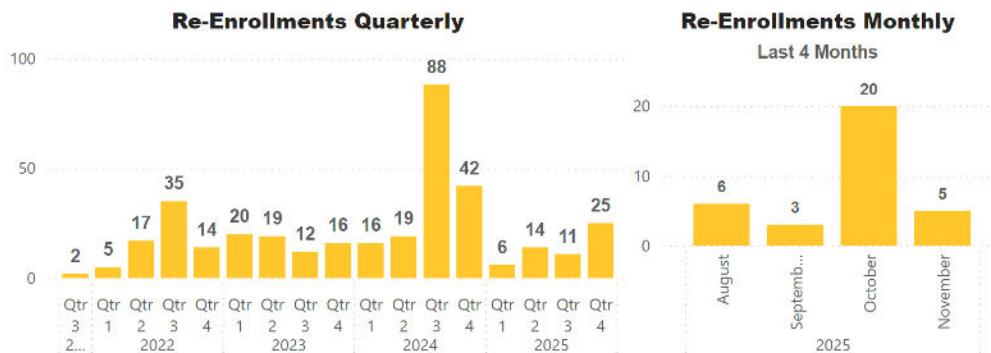
Opt Outs by Reason Table

| Opt Out Reason | 2021 | 2022 | 2023 | 2024 | 2025 YTD | Total |
|--|--------------|---------------|---------------|--------------|--------------|---------------|
| Decline to provide | 228 | 3,583 | 2,519 | 465 | 255 | 7,050 |
| Dislike automatic enrollment | 203 | 7,187 | 5,458 | 1,188 | 511 | 14,547 |
| Existing relationship with the utility | 2 | 2,389 | 1,968 | 462 | 154 | 4,975 |
| Government-run power agency | 24 | 1,490 | 961 | 129 | 65 | 2,669 |
| Grid reliability concerns | 7 | 293 | 252 | 20 | 7 | 579 |
| Lack of equivalent CCA programs | | 131 | 90 | 12 | 7 | 240 |
| Other | 819 | 2,636 | 1,884 | 453 | 338 | 6,130 |
| Rate or additional cost concerns | 240 | 7,707 | 4,897 | 2,296 | 920 | 16,060 |
| Service or billing concerns | 6 | 718 | 654 | 272 | 131 | 1,781 |
| Total | 1,529 | 26,134 | 18,683 | 5,297 | 2,388 | 54,031 |

2025 YTD as of December 29, 2025

Re-Enrollment Requests

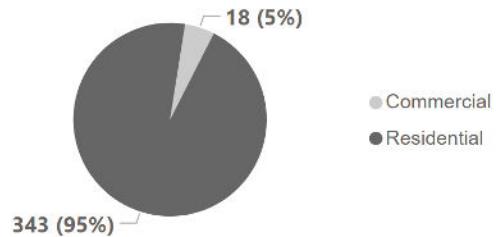
Excludes closed accounts



Re-Enrollments by Jurisdiction

| Jurisdiction | Accounts |
|------------------------|------------|
| City of Chula Vista | 24 |
| City of Encinitas | 33 |
| City of Imperial Beach | 4 |
| City of La Mesa | 8 |
| City of National City | 1 |
| City of San Diego | 214 |
| County of San Diego | 77 |
| Total | 361 |

Re-Enrollments Residential vs Commercial

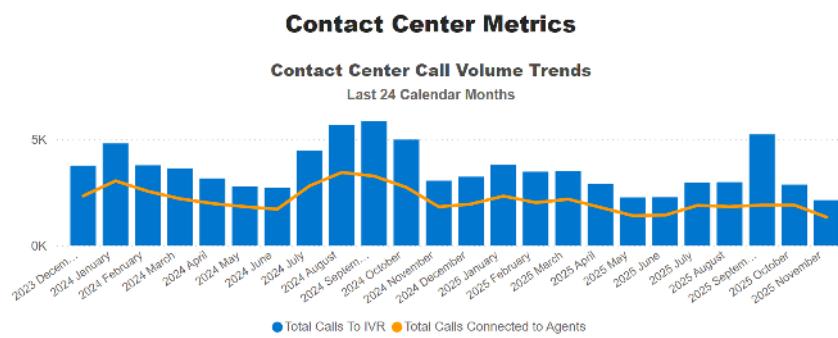


2025 YTD through the end of November, 2025

C) Contact Center Metrics

Please note that Contact Center Metrics are captured and displayed through November 30, 2025. As expected, calls to our Contact Center reached peak volume in the month of September in 2025 as customers received highest bills for increased usage, especially for bill periods covering the month of August due to quite a few hot days during that month. As noted in prior reports to the Board, this observation is a standard trend that we notice year over year across the CCA space.

The chart below summarizes contact made by customers into the Contact Center broken down by month:



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

| | 2021 | 2022 | 2023 | 2024 | 2025 YTD | Total |
|--|--------|--------|--------|--------|----------|---------|
| Total Calls to IVR | 2,289 | 47,118 | 52,977 | 48,073 | 34,370 | 184,827 |
| Total Calls Connected to Agents | 1,401 | 30,174 | 34,173 | 29,332 | 20,023 | 115,103 |
| Avg Seconds to Answer | 20.00 | 11.50 | 6.75 | 18.08 | 9.64 | 12.89 |
| Avg Call Duration (Minutes) | 8.5 | 9.8 | 9.6 | 9.6 | 9.0 | 9.3 |
| Calls Answered Within 60 Seconds (75% SLA) | 96.23% | 95.50% | 97.57% | 91.74% | 95.69% | 95.29% |
| Abandon Rate | 0.57% | 0.36% | 0.19% | 0.72% | 0.44% | 0.45% |



Customer Service Emails

| | 2021 | 2022 | 2023 | 2024 | 2025 YTD | Total |
|--|------|-------|-------|-------|----------|-------|
| Emails Received | 272 | 2,894 | 2,116 | 1,271 | 1,104 | 7,657 |
| Emails Answered or Escalated Within 24 Hours | 257 | 2,821 | 2,107 | 1,270 | 1,104 | 7,559 |
| Completion% | 94% | 96% | 100% | 100% | 100% | 98% |

2025 YTD through the end of November, 2025

San Diego Community Power anticipates that the trend of customers calling into the 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 Community Power's website for

processing opt actions will continue to account for most of all instances. The remaining portion of customer calls are connected to Customer Service Representatives to answer additional questions, assist with account support, or process opt actions.

As of this latest reporting month, Community Power still maintains nine Dedicated Customer Service Representatives staffed at the Contact Center and 1 Supervisor. Robust Quality Assurance (QA) procedures are firmly in place to ensure that customers are getting world-class customer experience when they contact Community Power.

Fiscal Impact

N/A

Attachments

N/A

SAN DIEGO COMMUNITY POWER

Staff Report – Item 5

To: Board of Directors

From: Jack Clark, Chief Operating Officer
Stephen Yi, Associate Director of IT and Data Analytics

Via: Karin Burns, Chief Executive Officer

Subject: Update on IT and Data Analytics

Date: January 15, 2026

Recommendation

Receive and file an update on IT and Data Analytics.

Background

Community Power continues its commitment to building a world-class in-house IT and analytics service team. In recent months, the IT and Data Analytics teams have led key technology projects aimed at simplifying processes, transforming operations, and improving effectiveness with low-cost, efficient solutions. Improvements in cybersecurity measures were also implemented.

Analysis and Discussion:

Information Technology

The new IT Support Ticketing system was launched on Monday.com in Q2 of 2025. For the year-end summary, over 800 support tickets were submitted, and 100% were resolved. Less than 1% was high priority, 23% medium priority, and 76% low priority. These statistics will be used to develop further Internal SLA's (Service Level Agreements) and KPIs.

The IT Team continues to improve end-user device management by enhancing and developing the Microsoft Intune Device Management system, with standardized hardware platforms and deployment services. Key steps have been taken to ensure the security of end-user devices.

Cybersecurity

Cybersecurity has collaborated with IT and Varonis to implement a data security platform. This platform will automate data classification in our cloud file storage and email system and integrate with endpoint management. It will also provide "Copilot readiness" by fixing file and folder permission issues. Varonis will also monitor and respond to any flow of unwanted data within our enterprise system. Meaningful progress has been made in improving the security posture of our Microsoft 365 cloud storage.

An additional ransomware email training campaign was successfully launched with all staff, with a 60% engagement rate.

Data Analytics

Enterprise Data Platform (EDP)

The team is working on testing and validating the iteration 3 release features, with a move to Production by the end of January. This includes updated data pipelines, new internal business intelligence reports, and enhancements to the forecasting framework.

The team has met with other teams to refine and prioritize development needs for 2026. This will be used to plan resources and build out the roadmap for future development.

Business Intelligence

The team is working on three new business intelligence reports and a new tool to make it easier for other departments to access internal data.

Fiscal Impact

N/A

Attachments

N/A

SAN DIEGO COMMUNITY POWER

Staff Report - Item 6

To: Board of Directors

From: Chandra Pugh, Senior Director of People Operations and Administrative Services

Via: Karin Burns, Chief Executive Officer

Subject: Update on Human Resources

Date: January 15, 2026

Recommendation

Receive and file the update on human resources.

Background

Staff provide regular updates to the Board of Directors regarding Community Power's human resources activities.

Analysis and Discussion

The HR team is excited to begin the new year with several key projects impacting the organization. Our performance review cycle begins this month which involves strategic planning (defining timelines, criteria, tools), communication (informing managers/employees, providing training), system setup, and launching the cycle with clear instructions and resources to ensure smooth participation and goal alignment for the year ahead. Key tasks include setting dates, communicating expectations, training managers on unbiased feedback and goal setting, and preparing tracking dashboards for progress monitoring.

We are also implementing the voting process for our social security section 218 agreement which includes managing and certifying the division election, ensuring that the vote is properly conducted and verifying the voting results.

Our focus this month will also center on advancing strategic planning and talent acquisition

initiatives. Key priorities include finalizing HR goals aligned with organizational objectives, conducting workforce planning to identify critical roles and future skill needs, and updating succession planning frameworks. On the talent acquisition front, efforts will center on launching recruitment campaigns for priority positions, refining job descriptions with hiring managers, and implementing candidate pipeline strategies to attract diverse talent.

Hiring:

We are excited to welcome Kaily Wakefield to San Diego Community Power as our new Paralegal. Kaily brings a strong legal background and a passion for community-focused work that aligns perfectly with Community Power's mission of advancing local control, clean energy, and climate resilience.

We also are thrilled to welcome Paige Spounias-Flynn as our new Procurement Analyst. Paige brings over 15 years of experience and a diverse range of expertise in procurement and strategic planning. Her career has been marked by strong communication skills and a passion for building consensus among key stakeholders, clients, and executive leaders.

Current open positions:

Associate Director of Finance - Capital Investments Plan

Senior Financial Analyst

Communications Associate

Fiscal Impact

N/A

Attachments

N/A

SAN DIEGO COMMUNITY POWER

Staff Report – Item 7

To: Board of Directors

From: Jack Clark, Chief Operating Officer
Jen Lebron, Senior Director of Public Affairs

Via: Karin Burns, Chief Executive Officer

Subject: Update on Marketing, Public Relations, and Local Government Affairs

Date: January 15, 2026

Recommendation

Receive and file an update on marketing, public relations, and local government affairs activities for San Diego Community Power (Community Power).

Background

Community Power has engaged in a variety of public relations, marketing, community outreach, and local government affairs activities to drive awareness, spark community engagement, and maintain high customer enrollment.

Analysis and Discussion

Community Power's Public Affairs Department has been participating in events across our member agencies as it aims to increase general awareness and answer questions in a friendly, helpful manner.

Recent and Upcoming Public Engagement Events

Biocom

Business for Good End of the Year Social

Santa's Clean Air Workshop

San Diego Regional Chamber of Commerce

Logan Heights Community Development Corporation Small Business Advisory Presentation

San Diego Regional Climate Collaborative: Annual Climate Recap

Intertribal Arts: Family Nature Day

Party 4 the Planet

Holiday Tree Lighting at Imperial Beach Pier Plaza
December Nights
Community Climate Conversations - South Bay Community Farm
Chula Vista Community Collaborative
CleanTech San Diego Holiday Party
Montgomery Elementary 75th Anniversary Celebration
Fannie Lou Hamer Legacy Celebration
Green Corridor Holiday at Mundo Gardens
City Heights Community Development Corporation Winter Extravaganza
National City's A Kimball Holiday
United Taxi Works of San Diego Open House
San Diego Green Drinks
Imperial Beach Colborative
Assemblymember Dr. LaShae Sharp-Collins 79th District Holiday Giveaway
Teralta Park Beutification
Cardiff Farmers Market
National Electrical Contractors Association Annual Dinner
North San Diego Business Chamber Regional Connect
Fallbrook Community Forum
41st Annual Dr. Martin Luther King Jr. Human Dignity Award Breakfast
MLK Day Parade, Fun Run and Festival
38th Annual All Peoples Celebration Breakfast
Cultivating Impact Mixer at Coastal Roots Farm

Marketing, Communications and Outreach

The Public Affairs team has been working diligently behind the scenes to support programmatic efforts, including the launch of the San Diego Regional Energy Network and relaunch of the Solar Battery Savings program. It is also ramping up efforts to promote pilot programs, including one that helps customers repair their roofs to be ready for solar installations, and another that will distribute grants to small businesses that would benefit from more efficient refrigerators. The Public Affairs team is working closely with internal and external stakeholders to encourage participation in these programs and leveraging relationships with community partners to amplify our marketing and outreach efforts. Community Power has continued its efforts to connect with local leaders through meetings and community events.

The Public Affairs team will continue to develop new strategies, processes and capacity over the next several months to conduct more community outreach, expand marketing and brand awareness efforts, and provide timely, accurate information across multiple channels.

Local Government Affairs

Community Power continues to meet with and work with local governments and tribal nations throughout the greater San Diego region. It has made a concerted effort to reach out to newly elected officials in all seven member agencies to provide education about the organization.

Fiscal Impact

N/A

Attachments

N/A

SAN DIEGO COMMUNITY POWER

Staff Report – Item 8

To: Board of Directors

From: Dr. Eric W. Washington, Chief Financial Officer/Treasurer
Jeb Spengler, Senior Strategic Finance Manager

Via: Karin Burns, Chief Executive Officer

Subject: Treasurer's Report for Period Ending October 31, 2025

Date: January 15, 2026

Recommendation

Receive and File Treasurer's Report for Period Ending October 31, 2025.

Background

San Diego Community Power (Community Power) prepares its accounting records on a full accrual basis under GAAP for governmental enterprise funds. Year-to-date financial statements for the three-month period ending October 31, 2025, include budget comparisons.

The Board adopted an Investment Policy on May 25, 2023, with subsequent revisions on June 27, 2024, and August 28, 2025, to ensure the safeguarding of principal, preservation of liquidity, generation of returns, and adherence to a high standard of fiduciary care. The policy requires regular reporting to the Financial and Risk Management Committee (FRMC) via the Treasurer's Report. As of October 31, 2025, the investment portfolio was compliant with the Community Power Investment Policy.

To enhance transparency, Community Power reports newly executed contracts between \$50,000 and \$150,000 in the Treasurer's Report, per the Delegated Contract Authority Policy. Monthly operational metrics are presented at Board meetings, and key risk metrics are shared during FRMC meetings as part of the Treasurer's Report.

On June 26, 2025, the Community Power Board of Directors (Board) approved the Fiscal Year 2025-26 Operating Budget, which serves as the basis for comparison in this report.

Table 1: Budget Comparison Versus Actual Results

**SAN DIEGO COMMUNITY POWER
OPERATING FUND
BUDGETARY COMPARISON SCHEDULE
Four Months Ended October 31, 2025**

| | Year-to-Date | | | | Annual | |
|--|------------------------------|------------------------------|---|-----------------------------|------------------------------|-----------------------------|
| | Budget | Actual | Budget Variance (Under) Over | Actual/ Budget % | Budget | Budget Remaining |
| REVENUES AND OTHER SOURCES | | | | | | |
| Gross Ratepayer Revenues | 624,306,000 | \$ 608,252,396 | (16,053,604) | 97% | 1,220,987,000 | \$ 612,734,604 |
| Less: Uncollectible Customer Accounts | (10,925,000) | (9,123,786) | 1,801,214 | 84% | (21,367,000) | (12,243,214) |
| Other Income | - | 1,031,134 | 1,031,134 | na | - | (1,031,134) |
| Total Revenues and Other Sources | <u>613,381,000</u> | <u>600,159,744</u> | <u>(13,221,256)</u> | | <u>1,199,620,000</u> | <u>599,460,256</u> |
| OPERATING EXPENSES | | | | | | |
| Cost of Energy | 452,845,000 | 417,213,740 | (35,631,260) | 92% | 956,691,000 | 539,477,260 |
| Professional Services and Consultants | 8,238,000 | 6,043,155 | (2,194,845) | 73% | 24,713,000 | 18,669,845 |
| Personnel Costs | 7,070,000 | 5,993,454 | (1,076,546) | 85% | 21,209,000 | 15,215,546 |
| Marketing and Outreach | 821,000 | 765,259 | (55,741) | 93% | 2,464,000 | 1,698,741 |
| General & Administrative | 1,956,000 | 1,277,192 | (678,808) | 65% | 5,867,000 | 4,589,808 |
| Total Operating Expenses | <u>470,930,000</u> | <u>431,292,800</u> | <u>(39,637,200)</u> | | <u>1,010,944,000</u> | <u>579,651,200</u> |
| Operating Income (Loss) | <u>142,451,000</u> | <u>168,866,944</u> | <u>26,415,944</u> | | <u>188,676,000</u> | <u>19,809,056</u> |
| NON-OPERATING REVENUES (EXPENSES) | | | | | | |
| Investment Income | - | 4,842,114 | 4,842,114 | na | - | (4,842,114) |
| Interest and Related Expenses | (631,000) | (593,793) | 37,207 | 94% | (1,893,000) | (1,299,207) |
| Transfer to Capital Investment Program | (22,170,000) | (22,170,000) | - | 100% | (22,170,000) | - |
| Total Non-Operating Revenues (Expenses) | <u>(22,801,000)</u> | <u>(17,921,679)</u> | <u>4,879,321</u> | | <u>(24,063,000)</u> | <u>(6,141,321)</u> |
| NET CHANGE | <u>\$ 119,650,000</u> | <u>\$ 150,945,266</u> | <u>\$ 31,295,266</u> | | <u>\$ 164,613,000</u> | <u>\$ 13,667,734</u> |

Analysis and Discussion:

Actual financial results for the period ended October 31, 2025: \$600.2 million in net operating revenues were reported compared to \$613.4 million budgeted for the period. Community Power's change in net position of \$150.9 million was reported year-to-date for Fiscal Year 2025-26. The following is a summary of the actual results through October 31, 2025 compared to the Fiscal Year 2025-26 Adopted Budget:

- Operating revenues are \$13.2 million, or 2.0% under budget primarily due to cooler temperatures driving lower energy sales.
- Cost of energy is \$35.6 million, or 8.0% under budget, primarily due to lower energy costs resulting from timing differences due to accruals of REC pricing.
- Professional Services and Consultants: \$2.2 million below budget due to lower-than-expected utilization of outside professional services.
- Personnel Costs: \$1.1 million under budget, driven by vacancies and accrued vacation.
- Non-Operating Revenues and Expenses:
 - Total investment income of \$4.8 million. Investment income is not currently budgeted and is reflected in financial statements as realized.
 - \$593.8 thousand in year-to-date interest and related expenses versus \$631.0 thousand budgeted, in line with expectations.

Community Power reserves at the end of the period totaled \$533.6 million, including \$437.4 million in unrestricted cash and \$96.2 million in investment holdings. Total available liquidity (including unrestricted cash, investment holdings, and available lines of credit) was \$761.1 million.

Under Resolution 2025-23, Community Power's revised Financial Reserves Policy establishes a minimum reserve requirement of 180 days cash on hand and a new reserve target of 225 days cash on hand. For Fiscal Year 2025-26, this target equates to approximately \$623 million, based on projected operating expenses. As of October 30, 2025, Community Power maintains reserves of \$533.6 million, which exceeds the previous year-end target of \$498.5 million (180 days) but remains below the newly adopted 225-day target. This represents a shortfall of roughly \$89.4 million, or about 14.3% below the new target. These changes underscore Community Power's strategic commitment to strengthening financial resilience and ensuring long-term stability.

Investment Portfolio Report

Chandler Asset Management manages Community Power's investment portfolio. As of October 31, 2025, the market value of the portfolio was \$103.8 million compared to the \$93.4 million market value as September 30, 2025. The increase is primarily a result of a \$10.0M contribution in October. The following is a snapshot of the overall characteristics of the portfolio.

PORTFOLIO SUMMARY

San Diego Community Power | Account #11293 | As of October 31, 2025



Portfolio Characteristics

| | |
|---------------------------|-------|
| Average Modified Duration | 2.49 |
| Average Coupon | 3.98% |
| Average Purchase YTM | 4.16% |
| Average Market YTM | 3.84% |
| Average Credit Quality* | AA+ |
| Average Final Maturity | 2.97 |
| Average Life | 2.73 |

Account Summary

| | End Values as of 09/30/2025 | End Values as of 10/31/2025 |
|---------------------------|--------------------------------|--------------------------------|
| Market Value | 92,792,666.55 | 103,005,945.96 |
| Accrued Interest | 652,522.58 | 776,063.97 |
| Total Market Value | 93,445,189.13 | 103,782,009.93 |
| Income Earned | 408,604.34 | 336,615.07 |
| Cont/WD | 10,000,000.00 | 10,000,000.00 |
| Par | 92,618,819.51 | 102,837,768.57 |
| Book Value | 92,000,108.54 | 102,212,320.35 |
| Cost Value | 91,898,140.41 | 102,095,008.39 |

Top Issuers

| | |
|--------------------------------|--------|
| United States | 47.14% |
| FHLMC | 9.30% |
| First American Govt Oblig Fund | 6.53% |
| Chase Issuance Trust | 1.69% |
| Guardian Life Global Funding | 1.46% |
| The Home Depot, Inc. | 1.41% |
| WF Card Issuance Trust | 1.23% |
| PACCAR Inc | 1.07% |

As of October 31, 2025, the portfolio was compliant with Community Power's Investment Policy.

Contract Execution between \$50,000 and \$150,000

To ensure transparency and comply with Community Power's Non-Energy Procurement Policy, the table below lists contracts or amendments with not-to-exceed values between \$50,000 and \$150,000 that were executed under the CEO's authority between October 1, 2025, through December 31, 2025. As part of a new change to enhance transparency, we are now reporting all contracts with their Contract Number identifier within this expanded time period rather than just the month of the treasurer's report financial statements.

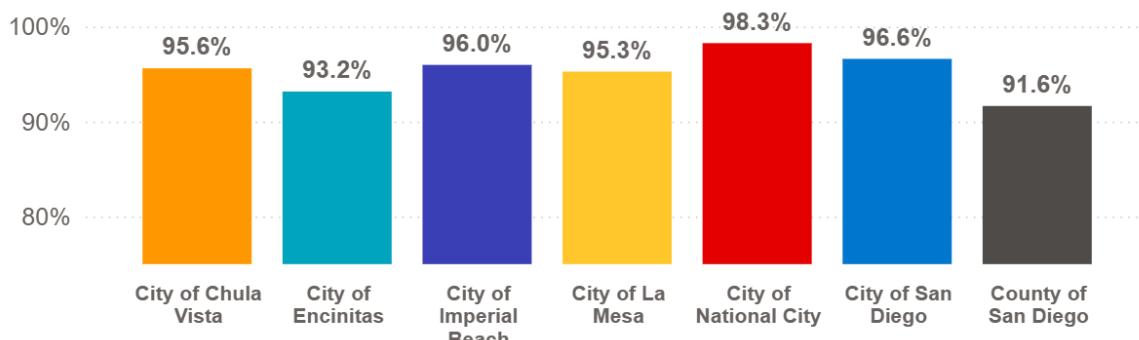
| Contract No. | Execution Date | Vendor Legal Name | Contract Title | Not-To-Exceed Value |
|--------------|----------------|----------------------------|--|---------------------|
| 2025-48 | 10/24/2025 | Bee Techy, Inc. | Amendment to Software Development Services | \$138,750 |
| 2025-62 | 10/29/2025 | Yes Energy LLC | Short-Term Load Forecasting Services | \$72,000 |
| 2025-63 | 10/30/2025 | Aspen Environmental Group | Long-Term Load Forecasting and Compliance Services | \$150,000 |
| 2025-70 | 11/19/2025 | PFM Financial Advisors LLC | Financial Advisory Services | \$120,000 |
| 2025-73 | 12/18/2025 | Demand Side Analytics LLC | Smart Home Flex Pilot Program Evaluation Services | \$82,343 |
| 2025-78 | 12/19/2025 | Climate Action Campaign | Advocacy, Strategic Communications, and Community Engagement Agreement | \$68,000 |

Customer Participation Rates

Metrics Figure 2: Participation Rates as of 12/1/2025

| Enrolled Accounts | Participation Rate | Participation |
|-------------------|--------------------|---------------|
| 965,066 | 95.5% | |

Participation by Jurisdiction



| Jurisdiction | Service Option Default | Eligible Accounts | Enrolled Accounts | Participation Rate |
|-------------------------------|------------------------|-------------------|-------------------|--------------------|
| City of Chula Vista | PowerOn | 99,869 | 95,484 | 95.6% |
| City of Encinitas | Power100 | 28,965 | 26,985 | 93.2% |
| City of Imperial Beach | PowerOn | 10,814 | 10,378 | 96.0% |
| City of La Mesa | PowerOn | 29,604 | 28,202 | 95.3% |
| City of National City | PowerOn | 19,569 | 19,228 | 98.3% |
| City of San Diego | PowerOn | 631,150 | 609,702 | 96.6% |
| County of San Diego | PowerOn | 191,050 | 175,087 | 91.6% |
| Total | | 1,011,021 | 965,066 | 95.5% |

The participation rate for Community Power reflects full enrollment of current member agencies. We are reporting on the opt outs and eligible accounts associated with the phase based on those accounts that we have noticed for enrollment on a rolling basis as of the reporting month.

Staff are also presenting the state of Community Power Arrearages related to financial risk for FRMC consideration and for regular review. The below arrearage data includes Community Power's Receivables aged 120+ Days as of December 1, 2025.

Figure 3: State of Community Power Arrearages as of 12/1/2025

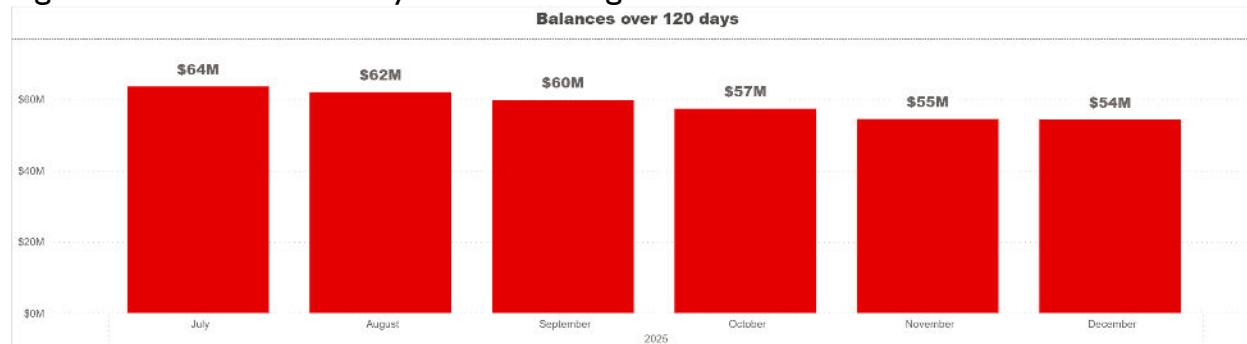
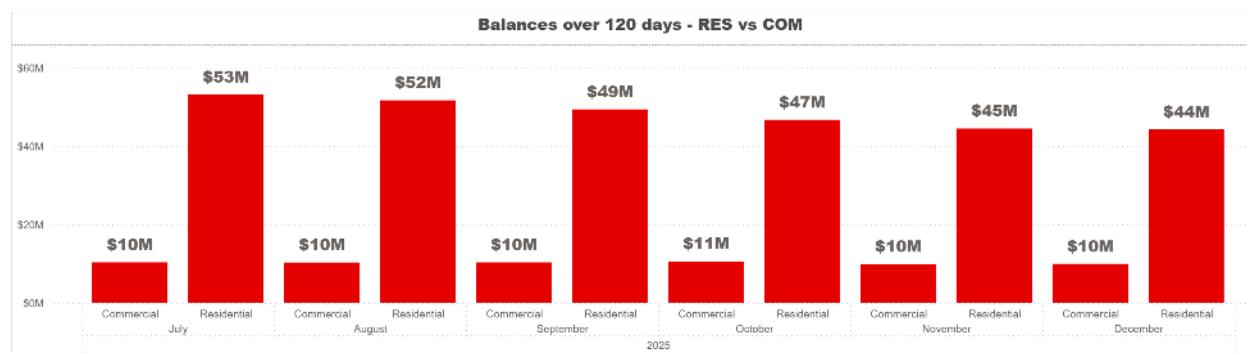


Figure 4: State of Community Power Arrearages Residential vs Commercial as of 12/1/2025



Fiscal Impact

N/A

Attachments

A: FY 2026 Year-to-Date Period Ended October 31, 2025, Financial Statements.

ITEM 8

ATTACHMENT A



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 October 31, 2025, and the related statement of revenues, expenses, and changes in net position, and the statement of cash flows for the four months 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 2, 2025

**SAN DIEGO COMMUNITY POWER
STATEMENT OF NET POSITION
As of October 31, 2025**

ASSETS

| | |
|--|--------------------|
| Current assets | |
| Cash and cash equivalents - unrestricted | \$ 437,374,167 |
| Cash and cash equivalents - restricted | 33,257,761 |
| Accounts receivable, net of allowance | 143,949,617 |
| Accrued revenue | 72,338,020 |
| Prepaid expenses | 2,062,507 |
| Other receivables | 12,926,994 |
| Deposits | 13,221,825 |
| Investments | 2,118,710 |
| Total current assets | <u>717,249,601</u> |
| Noncurrent assets | |
| Cash and cash equivalents - restricted | 4,818,005 |
| Investments | 94,152,861 |
| Capital assets, net of depreciation and amortization | 932,756 |
| Total noncurrent assets | <u>99,903,622</u> |
| Total assets | <u>817,153,223</u> |

LIABILITIES

| | |
|------------------------------|--------------------|
| Current liabilities | |
| Accrued cost of electricity | 117,447,175 |
| Accounts payable | 3,284,157 |
| Other accrued liabilities | 2,340,782 |
| State surcharges payable | 228,346 |
| Deposits - energy suppliers | 743,069 |
| Lease liability | 887,060 |
| Advances from grantors | 36,928,766 |
| Total current liabilities | <u>161,859,355</u> |
| Noncurrent liabilities | |
| Lease liability | 296,355 |
| Deposits - energy suppliers | 7,443,450 |
| Total noncurrent liabilities | <u>7,739,805</u> |
| Total liabilities | <u>169,599,160</u> |

NET POSITION

| | |
|------------------------------------|-----------------------|
| Restricted for security collateral | 1,147,000 |
| Unrestricted | 646,407,063 |
| Total net position | <u>\$ 647,554,063</u> |

SAN DIEGO COMMUNITY POWER
STATEMENT OF REVENUES, EXPENSES
AND CHANGES IN NET POSITION
Four Months Ended October 31, 2025

OPERATING REVENUES

| | |
|--------------------------|--------------------|
| Electricity sales, net | \$ 599,128,610 |
| Grant revenue | 879,606 |
| Damages revenue | 987,672 |
| Other income | 43,462 |
| Total operating revenues | <u>601,039,350</u> |

OPERATING EXPENSES

| | |
|-------------------------------|--------------------|
| Cost of electricity | 417,213,740 |
| Contract services | 6,913,695 |
| Staff compensation | 6,469,261 |
| Other operating expenses | 3,534,789 |
| Depreciation and amortization | 384,786 |
| Total operating expenses | <u>434,516,271</u> |
| Operating income | <u>166,523,079</u> |

NON-OPERATING REVENUES (EXPENSES)

| | |
|---------------------------------------|------------------|
| Investment income | 4,842,114 |
| Interest expense | (43,294) |
| Nonoperating revenues (expenses), net | <u>4,798,820</u> |

CHANGE IN NET POSITION

| | |
|-----------------------------------|-----------------------|
| Net position at beginning of year | 171,321,899 |
| Net position at end of year | 476,232,164 |
| | <u>\$ 647,554,063</u> |

**SAN DIEGO COMMUNITY POWER
STATEMENT OF CASH FLOWS
Four Months Ended October 31, 2025**

CASH FLOWS FROM OPERATING ACTIVITIES

| | |
|--|--------------------|
| Receipts from customers | \$ 572,502,294 |
| Receipts from grantors | 12,405,812 |
| Receipts of supplier security deposits | 1,115,459 |
| Receipts from wholesale sales and other operating activities | 2,076,806 |
| Payments to suppliers for electricity | (390,904,875) |
| Payments for other goods and services | (11,684,316) |
| Payments for deposits and collateral | (707,673) |
| Payments for staff compensation | (6,499,190) |
| Payments of state surcharges | (1,198,539) |
| Net cash provided by operating activities | <u>177,105,778</u> |

**CASH FLOWS FROM CAPITAL AND RELATED
FINANCING ACTIVITIES**

| | |
|---|------------------|
| Payments on lease | (311,928) |
| Net cash used by capital and related financing activities | <u>(311,928)</u> |

CASH FLOWS FROM INVESTING ACTIVITIES

| | |
|--|---------------------|
| Investment income received | 4,454,859 |
| Proceeds from investment sales and maturities of investments | 1,479,542 |
| Purchase of investments | (26,452,564) |
| Net cash provided (used) by investing activities | <u>(20,518,163)</u> |

Net change in cash and cash equivalents

| | |
|--|-----------------------|
| Cash and cash equivalents at beginning of year | 156,275,687 |
| Cash and cash equivalents at end of year | 319,174,246 |
| | <u>\$ 475,449,933</u> |

Reconciliation to the Statement of Net Position

| | |
|---|-----------------------|
| Unrestricted cash and cash equivalents - current | \$ 437,374,167 |
| Restricted cash and cash equivalents - current | 33,257,761 |
| Restricted cash and cash equivalents - noncurrent | 4,818,005 |
| Cash and cash equivalents | <u>\$ 475,449,933</u> |

NONCASH INVESTING ACTIVITIES

| | |
|--------------------------------------|------------|
| Change in fair value of investments | \$ 235,909 |
| Change in interest income receivable | \$ 151,346 |

SAN DIEGO COMMUNITY POWER
STATEMENT OF CASH FLOWS (continued)
Four Months Ended October 31, 2025

**RECONCILIATION OF OPERATING INCOME TO NET
CASH PROVIDED BY OPERATING ACTIVITIES**

| | |
|---|------------------------------|
| Operating income | \$ 166,523,079 |
| Adjustments to reconcile operating income to net cash provided by operating activities | |
| Depreciation and amortization expense | 384,786 |
| (AIncrease) decrease in: | |
| Accounts receivable, net | (27,922,394) |
| Accrued revenue | 404,339 |
| Prepaid expenses | 21,739,628 |
| Other receivables | (8,675,657) |
| Deposits | (2,127,614) |
| Increase (decrease) in: | |
| Accrued cost of electricity | 15,245,009 |
| Accounts payable | (526,815) |
| Advances from grantors | 11,673,052 |
| Other accrued liabilities | 180,827 |
| State surcharges payable | (306,800) |
| Deposits - energy suppliers | 514,338 |
| Net cash provided by operating activities | <u><u>\$ 177,105,778</u></u> |



ACCOUNTANTS' COMPILATION REPORT

Board of Directors
San Diego Community Power

Management is responsible for the accompanying operating fund and capital investment program fund budgetary comparison schedules of San Diego Community Power (SDCP), a California Joint Powers Authority, for the four months ended October 31, 2025 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.

These special purpose statements are 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 2, 2025

**SAN DIEGO COMMUNITY POWER
OPERATING FUND
BUDGETARY COMPARISON SCHEDULE
Four Months Ended October 31, 2025**

| | Year-to-Date | | | | Annual | |
|--|------------------------------|------------------------------|---|-----------------------------|------------------------------|-----------------------------|
| | Budget | Actual | Budget Variance (Under) Over | Actual/ Budget % | Budget | Budget Remaining |
| REVENUES AND OTHER SOURCES | | | | | | |
| Gross Ratepayer Revenues | 624,306,000 | \$ 608,252,396 | (16,053,604) | 97% | 1,220,987,000 | \$ 612,734,604 |
| Less: Uncollectible Customer Accounts | (10,925,000) | (9,123,786) | 1,801,214 | 84% | (21,367,000) | (12,243,214) |
| Other Income | - | 1,031,134 | 1,031,134 | na | - | (1,031,134) |
| Total Revenues and Other Sources | <u>613,381,000</u> | <u>600,159,744</u> | <u>(13,221,256)</u> | | <u>1,199,620,000</u> | <u>599,460,256</u> |
| OPERATING EXPENSES | | | | | | |
| Cost of Energy | 452,845,000 | 417,213,740 | (35,631,260) | 92% | 956,691,000 | 539,477,260 |
| Professional Services and Consultants | 8,238,000 | 6,043,155 | (2,194,845) | 73% | 24,713,000 | 18,669,845 |
| Personnel Costs | 7,070,000 | 5,993,454 | (1,076,546) | 85% | 21,209,000 | 15,215,546 |
| Marketing and Outreach | 821,000 | 765,259 | (55,741) | 93% | 2,464,000 | 1,698,741 |
| General & Administrative | 1,956,000 | 1,277,192 | (678,808) | 65% | 5,867,000 | 4,589,808 |
| Total Operating Expenses | <u>470,930,000</u> | <u>431,292,800</u> | <u>(39,637,200)</u> | | <u>1,010,944,000</u> | <u>579,651,200</u> |
| Operating Income (Loss) | <u>142,451,000</u> | <u>168,866,944</u> | <u>26,415,944</u> | | <u>188,676,000</u> | <u>19,809,056</u> |
| NON-OPERATING REVENUES (EXPENSES) | | | | | | |
| Investment Income | - | 4,842,114 | 4,842,114 | na | - | (4,842,114) |
| Interest and Related Expenses | (631,000) | (593,793) | 37,207 | 94% | (1,893,000) | (1,299,207) |
| Transfer to Capital Investment Program | (22,170,000) | (22,170,000) | - | 100% | (22,170,000) | - |
| Total Non-Operating Revenues (Expenses) | <u>(22,801,000)</u> | <u>(17,921,679)</u> | <u>4,879,321</u> | | <u>(24,063,000)</u> | <u>(6,141,321)</u> |
| NET CHANGE | <u>\$ 119,650,000</u> | <u>\$ 150,945,266</u> | <u>\$ 31,295,266</u> | | <u>\$ 164,613,000</u> | <u>\$ 13,667,734</u> |

CAPITAL INVESTMENT PROGRAM FUND
BUDGETARY COMPARISON SCHEDULE
Four Months Ended October 31, 2025

| | Annual Budget | YTD Actual | Budget Remaining |
|---|----------------------|----------------------|-------------------------|
| REVENUES AND OTHER SOURCES | | | |
| Transfer in from Operating Fund | \$ 22,170,000 | \$ 22,170,000 | \$ - |
| Grant Revenue - SDREN | 31,868,547 | 879,606 | (30,988,941) |
| Grant Revenue - DAC | 589,822 | | (589,822) |
| Total Revenue and Other Sources | <u>54,628,369</u> | <u>23,049,606</u> | <u>(31,578,763)</u> |
| EXPENDITURES AND OTHER USES | | | |
| Program Expenditures | <u>54,628,369</u> | <u>2,568,586</u> | <u>\$ (52,059,783)</u> |
| Net increase (decrease) in fund balance | <u>\$ -</u> | <u>20,481,020</u> | |
| Fund balance at beginning of period | | <u>10,340,567</u> | |
| Fund balance at end of period | | <u>\$ 30,821,587</u> | |

SAN DIEGO COMMUNITY POWER

Staff Report – Item 9

To: Board of Directors

From: Jack Clark, Chief Operating Officer
Laura Fernandez, Senior Director of Regulatory and Legislative Affairs

Via: Karin Burns, Chief Executive Officer

Subject: Update on Regulatory and Legislative Affairs

Date: January 15, 2026

Recommendation

Receive and file the update on regulatory and legislative affairs.

Background

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

Analysis and Discussion:

A) Regulatory Updates

Resource Adequacy

On December 12, 2025, the California Public Utilities Commission (CPUC) issued a [Scoping Memo and Ruling](#) defining the issues and setting the procedural schedule for the new 2027-2028 Resource Adequacy (RA) proceeding (R.25-10-003). The proceeding will focus on continued refinements of the new Slice-of-Day (SOD) RA program and include two tracks. Track 1 will consider immediate priority issues and is expected to conclude by early July 2026. Track 2 will consider less time-sensitive issues, including the 2028 and 2029 planning reserve margin, and is expected to conclude by June 2027.

The following issues scoped in Track 1:

1. Adoption of 2027-2029 Local Capacity Requirements, which establish local RA obligations for Community Power.
2. Adoption of the 2027 Flexible Capacity Requirements, which establish flexible RA obligations for Community Power.
3. Accreditation for Long-Duration Energy Storage.

4. Unforced Capacity Methodology.
5. Accreditation for Solar and Wind Resources.
6. Transactability Issues within the SOD Framework.
7. Residual Unit Commitment for RA Resources.
8. Energy Only (EO) Resources.
9. Other time-sensitive issues identified by Energy Division or by parties in proposals.

A final decision on Track 1 issues is expected to be adopted in early July 2026.

Power Charge Indifference Adjustment (PCIA)

On December 1, 2025, Community Power's trade association, the California Community Choice Association (CalCCA), filed a [Petition for Writ of Review](#) with the California Court of Appeal, Third District, challenging a recent CPUC Decision that retroactively changes the methodology used to calculate the Power Charge Indifference Adjustment (PCIA). Prior to filing the petition, CalCCA had filed an Application for Rehearing at the CPUC, which was denied. For additional details on the challenged [Decision](#), see the [June 2025 regulatory update to the Board of Directors on page 51](#).

CalCCA's petition argues that:

- Retroactively changing rates is unlawful. State law bars the CPUC from revising rates after they take effect.
- The CPUC's justification relied on speculation, not evidence. Staff raised hypothetical concerns about the 2025 market price benchmark, but nothing in the record demonstrates that the existing method failed.
- The decision unfairly favors utilities. Investor-Owned Utilities (IOUs) supported the old calculation method for years—until it produced results that benefited CCA customers.
- The retroactive change harms affordability. Sudden, unexpected cost increases undermine customers' confidence and make it harder for local governments and CCAs to plan budgets and set stable rates.

The deadline for the CPUC to respond to the Writ is February 4, 2026, and CalCCA will have until March 2, 2026, to reply to CPUC's response.

SDG&E Energy Resource Recovery Account (ERRA) Forecast

The purpose of the ERRA Forecast proceeding is to review the forecasted costs that SDG&E will incur to procure energy resources (fuel for power plants, purchased power, and greenhouse gas (GHG) Costs & Allowance Revenues) in the coming year. Based on these forecasts, the CPUC approves rates that allow utilities to recover these costs from customers.

SDG&E 2026 ERRA Forecast Case

On December 5, 2025, the CPUC issued its [Final Decision](#) approving SDG&E's 2026 ERRA Forecast. The Decision adopts SDG&E's updated 2026 revenue requirement forecast of \$824.1 million which is \$701.8 million higher than its currently effective revenue requirement of \$122.3 million. The Decision notes that the 2025 forecast revenue requirement authorized in Decision 24-12-O40 is significantly lower primarily due to the application of investment tax credits and changes in market price benchmarks in comparison to the 2026 forecast. Notably, the Decision requires SDG&E to utilize post-2018 banked renewable energy credits (RECs) to meet its 2026 Renewables Portfolio Standard (RPS) compliance and value them at the Market Price Benchmark which aligns with Community Power's position in this proceeding.

SDG&E Cost of Capital 2026 Proceeding

On December 22, 2025, the CPUC issued the [Final Decision](#) establishing the 2026 ratemaking cost of capital for PG&E, SoCalGas, SCE, and SDG&E and closing this consolidated proceeding.

Across the board, the Decision rebuffs SDG&E's positions and supports the outcomes recommended by Community Power in this proceeding.

Although SDG&E requested a Return on Equity (ROE) of 11.25%, the Decision sets the ROE at 9.88%, which is not only significantly closer to the ROEs proposed by intervenors and national averages, but also well below SDG&E's current authorized ROE of 10.23%

SDG&E requested a cost of capital/rate of return (ROR) of 8.19%. Community Power supported a ROR of up to 7.16%. The PD sets the ROR at 7.39%.

SDG&E's current capital structure authorization is 52.00% common equity, 2.75% preferred equity, and 45.25% long-term debt. SDG&E requested a capital structure of 54% common equity, 0% preferred equity, and 46% long-term debt. The Decision maintains the currently authorized capital structure. The Decision notes that the capital structures proposed by PG&E and SDG&E should not be adopted because they do not sufficiently balance ratepayer interests with the intention to maintain an investment grade rating and attract capital. The Decision also notes it is not beneficial to ratepayers for SDG&E to reduce its preferred equity to 0.00% and increase its long-term debt and common equity.

Provider of Last Resort (POLR)

On December 12, 2025, the CPUC issued a [Proposed Decision](#) setting a procedural pathway and guidelines for non-investor-owned utilities (IOU) to apply to serve as the provider of last resort (POLR), which is the entity responsible for providing uninterrupted electric service in the event that a load serving entity (LSE) fails.

The Proposed Decision adopts a streamlined approach for a non-IOU and relevant IOU to jointly file an application to transfer POLR responsibilities for the entire service territory of the IOU or for a portion of that service territory. The Proposed Decision outlines specific questions to be addressed in the application regarding the applicant's proposed service, capabilities, and proposed the Commission regulation and oversight.

Opening comments on the Proposed Decision are due January 2, 2026, and reply comments are due January 9.

B) State Legislative Activities Update

The Legislature ended its Interim Study Recess and convened the 2026 legislative year on January 5, 2026. New bills must be introduced by February 20.

C) Federal Activities Update

The U.S. House of Representatives was in session during December and passed the following energy related legislation:

- [*H.R. 3616 \(Balderson\) Reliable Power Act*](#)

This legislation would direct the development of annual long-term reliability assessments for the bulk-power system and for the Federal Energy Regulatory Commission (FERC) to review the impact of federal regulations on electric reliability. A federal agency – like the U.S. Environmental Protection Agency (EPA) – would be barred from finalizing a rule – such as one that regulates power plant emissions – unless they address potential impacts to reliability as identified by FERC.

- [*H.R. 3628 \(Evans\) State Planning for Reliability and Affordability Act*](#)

This legislation would apply new standards about reliable availability of energy for state regulated electric utilities that employ an integrated resource planning (IRP) process. Specifically, those utilities must ensure they have in place procurement of facilities that can produce electric energy on a continuous basis for not fewer than 30 days over the next 10 years. The bill relies on an existing definition of “state regulated electric utility” in the Public Utility Regulatory Policies Act of 1978 that appears to exclude CCAs. Therefore, while Community Power files an IRP with the California Public Utilities Commission, if passed, this bill would not affect Community Power’s IRP obligations.

- [*H.R. 3632 \(Morgan\) Power Plant Reliability Act of 2025*](#)

This legislation would require a power plant owner – such as a natural gas or coal fired power plant – to notify a state regulatory commission or transmission organization five years before the date it is planned to be retired. FERC would be authorized to require certain generating facilities to be kept online to ensure reliable operation of the bulk system.

- [H.R. 4503 \(Johnson\) ePermit Act](#)

This legislation would require the development of unified inter-federal agency data system for environmental review and authorizations of projects. This would include, for example, a platform for tracking and displaying real-time data on environmental reviews and authorizations.

- [H.R. 4776 \(Westerman\) Standardizing Permitting and Expediting Economic Development \(SPEED\) Act](#)

This legislation would reform the National Environmental Policy Act (NEPA) for a wide range of energy projects on federal lands, including fossil fuel, renewable, and electric transmission projects. The bill would do the following:

- Shorten permitting timelines and reduce the frequency of litigation.
- Simplify the analysis required by NEPA documents.
- Establish a 150-day deadline for filing claims in court and establish a new standard of review.

Shortly before the bill passed the House, permit certainty language designed to prevent Administration agencies from revoking already-approved energy projects was altered to exclude offshore wind projects.

It remains to be seen if the Senate will take these bills up and schedule them for hearings in 2026.

Fiscal Impact

N/A

Attachments

N/A

SAN DIEGO COMMUNITY POWER

Staff Report – Item 10

To: Board of Directors

From: Jack Clark, Chief Operating Officer
Jen Lebron, Senior Director of Public Affairs

Via: Karin Burns, Chief Executive Officer

Subject: Approve the Marketing Community Initiative Partnership with TEGNA through December 31, 2026, in an Amount not to Exceed \$175,044, and Authorize the Chief Executive Officer to Execute the Agreement

Date: January 15, 2026

Recommendation

Approve TEGNA Marketing Community Initiative Partnership Agreement for a not to exceed amount of \$175,044 for messaging strategy, video production, long-form interviews, & digital support services, and authorize the Chief Executive Officer to execute the agreement.

Background

San Diego Community Power (Community Power) is seeking to partner with San Diego's most-watched local media outlet that can publicize and align Community Power with a cause-related community campaign. Community Power would like to execute a fully integrated campaign with both promotional and news elements. TEGNA, which owns local television station KFMB-TV/CBS 8, can provide a media strategy and assets that will spotlight Community Power and its benefits to the greater community.

Community Power and TEGNA entered into the first partnership agreement in January 2024 and entered into a second agreement in December 2024. From January 2025 through October, Community Power received 4,126,653 million impressions across deliverables, translating to 3.5 cents per impression during the first 10 months of the contract. A typical cost per impression ranges from 10 to 30 cents for utilities that conduct digital advertising.

Analysis and Discussion

Staff recommend executing another TEGNA Marketing Community Initiative Partnership Agreement to allow Community Power to spread the word about its service to the community and opportunities to highlight program offerings that support customers.

As part of its Community Initiative Partnership, Community Power will be the primary sponsor of segments that feature nonprofits in the region that are supporting communities of concern and making a positive impact on the region at large.

Some of the deliverables as part of the agreement include:

- Long-form segments that spotlight Community Power, its partners and how the work being done is making an impact on San Diegans
- 30- and 15-second advertisements that encourage customers to take advantage of Community Power benefits that will air on San Diego CBS and CW affiliate television stations and streaming services
- A 30-minute special on CBS8+, a streaming service
- Promotional videos for the special
- CBS8.com Home Page Take Over
- Billboards

This is a sole-source contract, consistent with Community Power's Non-Energy Procurement Policy. A sole-source award is justified due to unique, non-substitutable access to KFMB's proprietary local content franchises, on-air inventory, and owned/operated platforms (CBS8, CW San Diego, CBS8+, CBS8.com, Premion, Audience Marketplace), combined with integrated production, editorial packaging, and guaranteed placement quantities described in the scope. Equivalent deliverables such as the "Working For Our Community" franchise, "San Diego Living" long-form segments with SDCP pre-air approval, CBS8+ specials/promos, and CBS8.com home page takeovers in the exact cadence and volumes—are not available from alternate vendors. TEGNA owns 64 news brands in 51 markets, including CBS8 and the CW in San Diego, making it one of the largest and geographically diverse broadcasters in the U.S. TEGNA is also the largest owner of "Big Four" affiliates in the top 25 markets among independent station groups and reach approximately 40 percent of all TV households nationwide. The partnership provides a unique opportunity for Community Power to greatly expand its marketing reach while supporting a local media outlet. TEGNA estimates that the package will provide millions of impressions through paid media opportunities before taking into account viewership of earned media opportunities.

Fiscal Impact

The cost of this Agreement through December 31, 2026, is \$175,044. The costs have been included in the approved fiscal year 2025-2026 budget.

Strategic Plan

This activity supports the following strategic plan goals to:

- Increase brand awareness through outreach, education, and strategic communications to help customers understand their energy usage, save money, and utilize customer offerings; and
- Develop and execute effective communications & marketing plans to encourage San Diego residents to take advantage of programs they qualify for to enhance their energy efficiency.

Attachments

A: TEGNA Marketing Community Initiative Partnership Scope of Work 2026

ITEM 10

ATTACHMENT A

**MARKETING COMMUNITY INITIATIVE PARTNERSHIP
SCOPE OF WORK 2026**

OVERVIEW

San Diego Community Power ("SDCP") and TEGNA will partner together to spotlight SDCP and the benefits to the greater community and organizations that are working to tackle issues such as food insecurity, housing crisis and inflationary pressures.

BUSINESS OBJECTIVES THIS YEAR

- Partner with a strong local media/TV outlet to publicize, brand and align with a cause related community campaign.
- Execute a fully integrated campaign with both promotional and news elements.

COMMUNITY AWARENESS

January 2026 – December 2026 (Broadcast 12/29/25-12/27/26)

Focus is on community awareness and engagement. Specifically, we will look to tell the stories of organizations that are working to help the San Diego community at large.

Deliverables

1. Messaging Strategy

| | |
|--|-----------|
| In Content Franchise Open Working For Our Community-:05 Billboards | 52x |
| San Diego Living Production Long Form Segments 2:30 – SDCP final approval before air | 4x |
| KFMB Production :30 – SDCP final approval before air | 4x |
| KFMB Production :15 – SDCP final approval before air | 4x |
| San Diego Living 2:30 to air CBS/CW | 24x |
| :30 to air on CBS/CW | 357x |
| :15 to air on CBS/CW | 135x |
| Working For You 30-minute special CBS8+ | 3x |
| Working For You Promos | 180x |
| Premion Streaming :30 | 1,156,632 |
| Audience Marketplace retargeting :15 | 210,480 |
| CBS8+ Steaming | 805,260 |
| CBS8+ 30 Minute Special posted | n/a |
| CBS8+ production of SDCP intro segment if desired- | 1x |
| CBS8.com Home Page Take Over | 6x |
| CBS8.com Community ROS Display | n/a |
| CBS8.com Pre-roll | 210,480 |

2. Video Production

Based on the messaging strategy, KFMB Stations will subsequently develop one (1) :05 second video franchise open for Working For Our Community weekly news, (4) :30's and (4) :15's-(one per quarter as needed for messaging). KFMB will also produce six (3) thirty-minute specials between January 2026 and December 2026.

All ideation enclosed herein is proprietary to TEGNA and may not be copied.

All news editorial content will air at the sole discretion of the KFMB stations content team.

3. Long-Form Interviews

TEGNA will pre-record and coordinate details for four (4) versions of San Diego Living Segments to spotlight grant recipient organizations. These 2:30 broadcast TV segments will be pre-recorded and includes final approval by SDCP prior to airing.

4. Digital Support

TEGNA will execute six (6) home page takeovers during the campaign. SDCP will provide creative per TEGNA specs provided separately. If needed KFMB Stations can produce creative with SDCP final approval to run for the duration of the campaign.

INVESTMENT

The investment for KFMB Station's marketing services as outlined in this scope of work is as follows:

- Total Inclusive Program Investment: \$175,044 Gross, \$148,787.40 net

Annual sponsorship includes first right of refusal by 11/1/2026 for 2027.

AUTHORIZATION

The below parties agree to the deliverables and terms outlined in this scope of work.

For SDCP:

Signature

Printed Name

Title**For TEGNA:**

Signature

Printed Name

Title

SAN DIEGO COMMUNITY POWER

Staff Report – Item 11

To: Board of Directors

From: Maricela Hernandez, Clerk of the Board

Via: Karin Burns, Chief Executive Officer

Subject: Approve Request for Board Members Travel to CalCCA Annual Conference May 12-14, 2026, in Sacramento, CA

Date: January 15, 2026

Recommendation

Board consideration and authorization for Board Members travel and reimbursement of expenses to attend the CalCCA Annual Conference May 12-14, 2026, in Sacramento, CA.

Background

The California Community Choice Association (CalCCA) represents the interests of California's community choice electricity providers in the legislature and at state regulatory agencies, including the California Public Utilities Commission, California Energy Commission and California Air Resources Board. CalCCA's voting membership is comprised of operating CCA programs in California that are serving load or about to launch.

The CalCCA annual conference is an opportunity to connect with industry thought leaders from across California and beyond. Conference attendees will gain exclusive insights, expand professional network, and explore cutting-edge developments in clean energy. This conference is tailored for California's Community Choice Aggregators (CCAs)—a gathering of innovation, collaboration, and opportunity.

Analysis and Discussion

Pursuant to Community Power's Board and Committee Compensation and Reimbursement Policy, Board members are entitled to receive a per diem compensation for attendance at relevant meetings and conferences when approved by the Board Chair. Further, they may receive reimbursement for actual and necessary expenses related to attendance at meetings and events, as approved by the Board of Directors. The Director is required to provide a brief

report on attendance at meetings or events subject to reimbursement, excluding attendance at Community Power Board and Committee meetings or briefings, at the next regular meeting of the Board.

Thus far, Vice Chair Yamane and Directors Elo-Rivera and Suzuki have expressed interest in attending the full CalCCA Conference. Additional Board members may still choose to attend.

Fiscal Impact

| | |
|-------------------------|---|
| Dates | May 12-14, 2026 |
| Conference Registration | \$175 |
| Lodging | \$250-\$350 per night (depending on hotel) Plus tax |
| Per Diem | \$900 (maximum amount per month is \$1,200) |

This fiscal impact is per Director attendee. Community Power appropriately budgets for Director, Community Advisory Committee members, and staff to attend annual conferences, training sessions and education sessions. Overall, fiscal impact is minimal and limited only to the extent of the remaining unspent budget to cover these costs. Currently, there are sufficient funds remaining in the budget to cover the cost of the proposed attendees.

Attachments

N/A

SAN DIEGO COMMUNITY POWER

Staff Report - Item 12

To: Board of Directors

From: Jack Clark, Chief Operating Officer
Lucas Utouh, Senior Director of Data Analytics and Customer Operations

Via: Karin Burns, Chief Executive Officer

Subject: Approve Amendment No. 1 to the Professional Services Agreement with Financial Credit Network to remove the Not-To-Exceed amount for Debt Collection Services for San Diego Community Power.

Date: January 15, 2026

Recommendation

Authorize the Chief Executive Officer to execute Amendment No. 1 to the Professional Services Agreement with Financial Credit Network (“FCN”) to remove the Not-to-Exceed amount as it continues pursuing payments of uncollected past due customer balances on San Diego Community Power’s (“Community Power”) behalf.

Background

In December 2021, the Community Power Board of Directors (BOD) adopted a delinquency policy for non-residential customers which outlined the criteria and steps to reduce bad-debt and provide a better experience for our customers. In a tight economic and regulatory framework, load serving entities, such as Community Power, need to minimize and mitigate bad debts for their overall long term financial viability, resiliency, and competitiveness. In January 2022, Community Power issued a Request for Proposals for Debt Collection Services and selected FCN for a 2-year term.

In June 2023 the Community Power BOD adopted an expanded collections and delinquent accounts handling policy that covered not only non-residential customers but also residential customers. This policy established a delinquent accounts, late payment notification, collections and write off policy that provides the framework for Community Power staff and the back-office service provider to better serve Community Power customers and set clear expectations on the handling of past due customer charges for both residential and non-residential customers.

Community Power staff performed their due diligence by inquiring with the other Community Choice Aggregators (CCA) in the State of California about their debt collection contracts and costs. Community Power found that most of them have collection agencies/vendors that charge a contingency fee for residential customers that range from 20%-25%.

A new contract with FCN was entered into in June 2024 to provide debt collection services through May 30, 2027, with a Not-to-Exceed amount of \$120,000 under the CEO's authority in accordance with the Procurement Policy. A new contract with FCN was entered into in June 2024 to continue debt collection services through May 30, 2027, with a Not-to-Exceed amount of \$120,000 under the CEO's authority in accordance with the Procurement Policy. Under the contract, FCN has a contingency fee structure of 22% for primary placements and 28% for legal action/forwarding placements for non-residential customers as well as a 19% contingency fee for primary placements and 22% for legal action/forwarding placements for residential customers. These contingency fees are standard within the collection services industry for Load Serving Entities (LSEs) within the State of California. Because of the contingency fee structure, Community Power will only pay FCN if FCN collects. Community Power's debt collection activities are reported to the BOD as part of Finance's monthly reports.

Analysis and Discussion

As of January 7th, 2026, FCN has collected \$1,155,319 on behalf of Community Power since the inception of the existing agreement as of January 7th, 2026. Given FCN's success in recovering past due balances, especially in the last year (i.e. 2025) where they were able to recoup over \$120,000 worth of a past due balance from one large commercial customer alone, and to promote their collection effort efficiencies, staff recommends removing the Not-to-Exceed amount from the existing agreement with FCN to allow debt collection services to continue without interruption and mitigate the risk of constraining FCN's collection efforts which effectively reduce Community Power's bad debt exposure to a predetermined fixed dollar amount Not-To-Exceed value.

FCN is a mid-sized collection agency with over 50 years of experience. FCN is currently serving numerous utility clients and has experience working with electric utilities such as SDG&E and Community Choice Aggregators, including Clean Energy Alliance. FCN utilizes a variety of collection methodologies and technologies including skip tracing and dialer advantage while focusing on maintaining effective and empathetic customer service. FCN has bi-lingual Spanish speaking staff to assist customers, as well as access to a multi-language program to make sure customers can use their language of origin if requested. Per the terms of Community Power's delinquency policy, FCN does not charge interest on the balance of customer accounts and will not add on any separate fees to the customer.

Customer payments can be made through a variety of methods including by mail, credit card, ACH, MoneyGram or directly through the FCN website. For accounts that have outstanding

balances of \$750 or more, FCN may, after receiving Community Power approval, take legal action in efforts to recover outstanding balances.

FCN meets Community Power's data privacy requirements and has a robust data management system. FCN maintains a Secure File Transfer Protocol (SFTP) server dedicated to clients who wish to electronically transmit files to their office and also supports Pretty Good Privacy (PGP) encryption for added security.

Critically, for Community Power, FCN also emphasizes quality assurance through three elements: side-by-side monitoring, silent monitoring, and file review. Community Power would be able to audit customer call interactions with FCN to ensure that they meet our high standards of customer service.

Fiscal Impact

Standard collection success rate for electric past due balances within the utility space for Community Choice Aggregators (CCA) is anywhere between 2%-6% of the total dollars referred to a collections vendor such as FCN.

Contingent upon how much FCN collects on behalf of San Diego Community Power per the below:

| | Description: | Contingency Fee |
|---------------------------|---|------------------------|
| Non-Residential Customers | Primary Placements | 22% |
| | Legal Action/Forwarding on Primary Placements | 28% |

| | | |
|-----------------------|---|-----|
| Residential Customers | Primary Placements | 19% |
| | Legal Action/Forwarding on Primary Placements | 22% |

Strategic Plan

As a result of the Board of Directors approving this proposed amendment, Community Power will be in a better position to provide customers with options to develop best-in-class customer service in identifying ways to help address, resolve, and reduce outstanding arrearages.

Attachments

A: Amendment No. 1 to the Professional Services Agreement 2024-05 with Financial Credit Network for Debt Collection Services.

B: Community Power Collections and Delinquent Accounts Handling Policy.

ITEM 12

ATTACHMENT A

AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT NO. 2024-05
BETWEEN SAN DIEGO COMMUNITY POWER
AND FINANCIAL CREDIT NETWORK, INC.

THIS AMENDMENT (this “Amendment”) is made and entered into on _____ by and between SAN DIEGO COMMUNITY POWER, a California joint powers agency (“SDCP”) and FINANCIAL CREDIT NETWORK, INC., a California corporation (“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 July 26, 2024 (the “Agreement”); and

WHEREAS, pursuant to the Agreement, Consultant provides debt collection services for both non-residential and residential customers to SDCP; and

WHEREAS, the parties desire to amend the Agreement to remove the not-to-exceed amount; and

NOW, THEREFORE, it is agreed by and between the parties as follows:

1. Recitals. The Recitals set forth above are true and correct and are incorporated into the body of this Amendment as though expressly set forth herein.

2. Amendment of Section 3.1 (Compensation). Section 3.1 of the Agreement is amended to remove the not-to-exceed amount.

3. Effect of Amendment. Except as expressly set forth in this Amendment, all other sections, provisions, exhibits and commitments of the Agreement remain unchanged and in full force and effect.

4. Counterparts. This Amendment may be executed in one or more counterparts, including facsimile counterparts, each of which shall, for all purposes, be deemed an original and all such counterparts, taken together, shall constitute one and the same instrument.

5. Authority to Enter Amendment. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Amendment. Each Party warrants that the individuals who have signed this Amendment have the legal power, right, and authority to make this Amendment and bind each respective Party.

IN WITNESS WHEREOF, the Parties have executed this Amendment to the Agreement between SDCP and Consultant, as of the date first set forth above.

SAN DIEGO COMMUNITY POWER

FINANCIAL CREDIT NETWORK, INC.

Name: Karin Burns
Title: Chief Executive Officer
Date: _____

Name: _____
Title: _____
Date: _____

ATTEST:

Maricela Hernandez, Secretary
SDCP Board of Directors

APPROVED AS TO FORM:

Veera, Tyagi, SDCP General Counsel

ITEM 12

ATTACHMENT B



San Diego Community Power

Collections and Delinquent Accounts Handling Policy

Effective Date: June 22, 2023

PURPOSE

This policy establishes a delinquent accounts, late payment notification, collections and write off policy that provides the framework for San Diego Community Power (SDCP) Staff and Back Office Service provider to better serve our customers and set clear expectations on the handling of past due customer charges for both Residential and Non-Residential customers

GENERAL CRITERIA

1. All customers have an obligation to pay for outstanding SDCP charges for the period in which they received service from SDCP.

DELINQUENCY HANDLING: LATE PAYMENT NOTIFICATION

2. Any active SDCP customer who has overdue SDCP charges that exceed \$250 for residential and \$500 for non-residential class shown on their SDG&E bill will receive a late payment notification letter from SDCP at the customer's last known mailing address on file or, if customer consented to receive electronic notices or electronic bills, at customer's last known email address on file. The first letter and/or email will be sent after the account balance is 60 days past due, with a second letter and/or email sent after being 90 days past due, informing the customer of their overdue status, the avenues available to pay the overdue SDCP charges, and means to apply for a payment plan arrangement with SDG&E. The customer will be provided 30 days after the second and final late payment notification is sent to either pay in full or make arrangements to cure the past due balance through payment plans offered by SDG&E on behalf of SDCP. If payment in full is not received within the prescribed 30 days, or the terms of an activated payment arrangement are not fulfilled, the delinquent SDCP customer account will be dropped from SDCP generation service and returned to SDG&E bundled generation service on the next account meter read date. SDG&E has discretion to assess the customer an opt out fee in accordance with SDG&E's Schedule CCA ("Transportation of Electric Power for Community Choice Aggregation Customers") and to also enforce their other terms and conditions, including the return to full-bundled SDG&E service on SDG&E's Transitional Bundled Service (TBS) rate. Transfer back to SDG&E service does not relieve the customer of paying SDCP charges and/or other charges due and owing including SDG&E charges, nor does it halt any SDG&E shut-off procedures.

Please see the following exceptions:

- Customers already on any SDG&E payment arrangement plans who are meeting the payment plan requirements will be excluded from receiving late payment notifications and/or being subjected to SDCP's delinquent accounts handling protocols.
- SDCP customers enrolled in the California Alternate Rates for Energy (CARE) and Family Electric Rate Assistance (FERA) shall receive an additional 2 late payment letters after being 120 days past due and 150 days past due respectively after the initial 2 letters referenced in #2 above and will be provided 30 days, after the 4th and final late payment notification letter is sent, to either pay in full or make arrangements to cure the past due balance in installments through payment plans offered through SDG&E on behalf of SDCP. If payment in full is not received within the prescribed 30 days, or the terms of an activated payment arrangement are not fulfilled, the delinquent SDCP customer account will be closed and returned to SDG&E bundled generation service on the next account meter read date. SDG&E has discretion to assess the customer an opt out fee in accordance with SDG&E's Schedule CCA ("Transportation of Electric Power for Community Choice

Aggregation Customers") and to also enforce their other terms and conditions, including the return to full-bundled SDG&E service on SDG&E's Transitional Bundled Service (TBS) rate.

- SDCP customers enrolled in the California Alternate Rates for Energy (CARE) and Family Electric Rate Assistance (FERA) at the time SDG&E returns the uncollectable receivable to SDCP are not subject to the collections protocols articulated in this policy if the balance is \$500 or less.

COLLECTIONS:

3. SDCP has selected a proven collections agency through a formal solicitation process to enforce this policy for Non-Residential customers in 2022 in accordance with the 2021 Board approved Collections and Delinquent Accounts Handling policy and will look to expand the scope of service to cover residential customers once the Board approves the policy updates herein.
4. Any overdue SDCP charges (120 days or more past due) totaling \$50.00 or more which have not been paid by a customer who is no longer active and being collected by SDG&E may be referred to a collections agency for settlement.
5. Any overdue SDCP charges (120 days or more past due) totaling \$49.99 or less which have not been paid by a customer who is no longer active and being collected by SDG&E may be considered bad debt and written off.
6. No accrued interest will be charged on any customer account.
7. If a customer has not paid within 180 days following the initiation of the collections process, the collection agency may file credit reporting information on the customer with all applicable agencies.
8. Under review and the guidance of SDCP Staff, the collections agency may be authorized to pursue legal action on any customer with an outstanding balance of \$750 or more.
9. The collection agency is prohibited from selling information provided by SDCP for the purposes of collection of the past due balance.
10. The collection agency retained by SDCP shall comply with all laws or regulations relating to consumer protection, credit reporting or monitoring, debt collections, customer confidentiality, or other similar laws and regulations.
11. After a customer has paid all overdue amounts, all collections activity will terminate for that customer.

MISCELLANEOUS:

12. On no less than an annual basis, SDCP Staff shall review the delinquency handling protocols, late payment notification, collections and write off practices articulated in this policy and propose adjustments to the Board as needed.
13. The Chief Executive Officer (CEO) of SDCP or their designee may, in their discretion, cancel, recall an account from the collection agency or otherwise deviate from the process specified in this policy for reasons including but not limited to cases of unforeseeable events, inconsistent receivable data from SDG&E, exigent circumstances, SDG&E bill presentment limitations or customer hardship.
14. Notwithstanding any other provision of this policy, SDCP may pursue any remedy available under applicable law to collect delinquent amounts due to SDCP.

SAN DIEGO COMMUNITY POWER

Staff Report – Item 13

To: Board of Directors

From: Veera Tyagi, General Counsel

Via: Karin Burns, Chief Executive Officer

Subject: Election of Chair and Vice Chair for Calendar Year 2026

Date: January 15, 2026

Recommendation

Elect a Chair and Vice Chair for Calendar Year 2026.

Background

Section 5.2 of Community Power's Joint Powers Agreement (JPA) and Article IV of Community Power's Bylaws provide that the Board of Directors will annually elect a Chair and Vice Chair from among its members. The election is required to be conducted at the first meeting of the calendar year.

Under the JPA, 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

N/A

Attachments

N/A

SAN DIEGO COMMUNITY POWER

Staff Report - Item 14

To: Board of Directors

From: Jack Clark, Chief Operating Officer
Lucas Utouh, Senior Director of Data Analytics & Customer Operations
Tim Manglicmot, Director of Finance
Aaron Lu, Rates and Strategy Manager
Diana Gonzalez, Risk Manager
Pete Polonsky, Senior Rates Analyst

Via: Karin Burns, Chief Executive Officer

Subject: Review and Approve 2026 Community Power Rates, to be Retroactively Effective as of January 1, 2026

Date: January 15, 2026

Recommendation

Review and approve rate adjustments for the PowerOn and PowerBase services, as contained in Attachment A, to go into effect retroactively as of January 1, 2026. The recommendation includes San Diego Community Power (Community Power) default PowerOn service electricity generation/commodity rates that are 4% cheaper compared to San Diego Gas and Electric's (SDG&E) generation rates and PowerBase service electricity generation rates that are 10% cheaper than San Diego Gas and Electric's generation rates. Power100 and Power100 Green-e Certified (Green-e Plus) will maintain premiums of \$0.01/kWh and \$0.02/kWh, respectively, compared to PowerOn.

Background

Prior to Community Power's 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 transitioned to Community Power service, they became "unbundled" – effectively splitting their charges between SDG&E for transmission/delivery services, and Community Power for generation services while still receiving one single, consolidated bill.

Consistent with its Board approved Rate Development policy, Community Power's rate setting strategy uses a hybrid approach based on cost of service and the Investor-Owned

Utility (IOU) discount-focused rate setting models. First, Community Power determines the cost recovery required to meet expected procurement and operational expenses and sets rates to at least meet that amount. Next, Community Power adds ranges that target goals for financial stability, such as reserves contributions, and discretionary spending, such as programs or operational growth opportunities. Finally, Community Power targets a competitiveness metric with SDG&E to determine where rates should be within that range and modify the discretionary spending, accordingly, aiming for a discount when possible.

Community Power has always aimed to provide electricity for its customers at competitive rates and simplify the rate adjustment process by making changes on average only once a year, which creates certainty and stability for customers. This is accomplished by establishing Community Power rates after SDG&E submits a Consolidated Rates filing, which contains SDG&E's Electric Energy Commodity Cost (EECC) and the Power Charge Indifference Adjustment (PCIA) rates. In contrast, SDG&E has historically made multiple adjustments to their rates. For additional context on this, SDG&E adjusted their electricity generation rates five times in 2021, per effective date changes observed in their historical Schedule EECC and are projected to adjust their rates at least two more times in 2026.

Community Power's rates and the resulting ratepayer revenue have a direct impact on Community Power's net operating revenues, its resulting net position, and ultimately its total reserves. Ratepayer revenue is Community Power's primary source of operating revenue.

Community Power's Financial Reserves Policy was adopted by the Board of Directors on June 24, 2021, and revised on June 27, 2024, October 23, 2025, and December 11, 2025. Community Power's financial reserve policy sets a Minimum Reserve Balance of 180 days cash on hand, a Target Reserve Balance of 225 days cash on hand, and a Maximum Reserve Balance of 270 days cash on hand with a goal of maintaining balances between the Target Reserve Balance and Maximum Reserve Balance.

The Financial Reserves Policy additionally states that contribution to reserves is determined through Community Power's annual budget process as defined in the agency's Budget Policy and/or Community Power's rate setting process as defined in the agency's Rate Development Policy. Further, to the extent Community Power is able to meet operational expenses and maintain competitive rates, Community Power will establish rates and adopt budgets with the goal of building and maintaining Reserves at or above the 225-days of cash on hand to no more than the 270-days of cash on hand target level.

Through October 31, 2025, Community Power's reserves were \$533.6 million, including \$437.4 million in unrestricted cash and \$96.2 million in investment holdings. Through Fiscal Year (FY) 2025-26, Community Power has not yet achieved its Target Reserve Balance of 225 days cash on hand projected to be \$623.2 million or its Maximum Reserve Balance of 270 days cash on hand projected to be \$747.8 million. The range provides Community Power with

flexibility and resiliency as a variety of market conditions cause costs to fluctuate throughout the year.

Reserves are critical to Community Power's ability to earn and maintain a public credit rating that will allow it to purchase power at relatively lower costs, moderate future rate fluctuations for its ratepayers, and provide adequate contingencies to mitigate power supply shocks and economic downturns. Therefore, balancing the need for affordability for our customers while maintaining and stabilizing reserves are key factors that inform the proposed rate scenarios analyzed by staff.

Understanding the broad economic pressures San Diego region residents and businesses faced in 2025 and will continue to confront in 2026, Community Power staff analyzed multiple rate options. Staff analyzed the following three rate adjustment options, to be retroactively effective as of January 1, 2026:

- Scenario 1: Conservative - Community Power's default PowerOn service electricity generation rates that are 3% cheaper compared to San Diego Gas and Electric's (SDG&E) generation rates and PowerBase service electricity generation rates that are 10% cheaper compared to SDG&E's generation rates.
- Scenario 2: Balanced (Staff Recommended) - Community Power's default PowerOn service electricity generation rates that are 4% cheaper compared to San Diego Gas and Electric's (SDG&E) generation rates and PowerBase service electricity generation rates that are 10% cheaper compared to SDG&E's generation rates.
- Scenario 3: Uncertain - Community Power's default PowerOn service electricity generation rates that are 5% cheaper compared to San Diego Gas and Electric's (SDG&E) generation rates and PowerBase service electricity generation rates that are 10% cheaper compared to SDG&E's generation rates.

Power100 and Power100 Green-e Certified will maintain premiums of \$0.01/kWh and \$0.02/kWh, respectively compared to the PowerOn rate. Community Power staff's recommendation to the Board of Directors is to adopt Scenario 2, the balanced option. With this approach, Community Power provides relief to our customers now, while taking a fiscally responsible approach that ensures long-term viability to serve our community while creating competition in the local energy market, while also offering energy programs tailored to meet the needs of our region for years to come.

Staff analysis concluded that a rate adjustment with PowerOn generation rates that are 4% cheaper compared to SDG&E's rates creates an opportunity to balance the need for affordability for our customers while also stabilizing Community Power's reserves, considering

financial metrics required for investment-grade credit ratings, and meeting required financial covenants. When reviewing the rate-setting period wholly within Calendar Year 2026 and in reviewing net operating margin, a measure of core business operations that excludes interest and investment income, the balanced option nominally provides \$25.2 million during the period. This rate adjustment therefore allows Community Power to maintain reserves between its Target Reserve Balance and Maximum Reserve Balance of 225- to 270-days cash on hand for Calendar Year 2026, preparing Community Power to manage market volatility and to earn and maintain an investment-grade public credit rating. This will translate to Community Power being in a better position to negotiate better and more favorable terms in our power purchase agreements that can help bring down electricity rates for customers in the long term, while also protecting the long-term solvency of Community Power. The recommended rate adjustment also provides much-needed relief for customers who already face increased costs due to higher SDG&E transmission, delivery, and natural gas charges and support Community Power's trajectory to establish and fund a Rate Stabilization Reserve. This staff recommended rate adjustment with PowerOn generation rates that are 4% cheaper compared to SDG&E's rates and PowerBase generation rates that are 10% cheaper than SDG&E's rate capture the deepest discount compared to SDG&E offered by Community Power since starting to serve customers in 2021.

In contrast, a rate adjustment that keeps Community Power's PowerOn generation rates that are 3% less compared to SDG&E's, such as in conservative Scenario 1, will better insulate Community power from market and PCIA fluctuations through an accelerated reserve build up but is not the most affordable option Community Power can offer to its customers. A rate adjustment that decreases Community Power's PowerOn generation rates so they are 5% cheaper relative to SDG&E's, such as the slightly more affordable Scenario 3, puts Community Power at increased financial risk precisely at a time when volatility is exceptionally high and new rate structures by SDG&E are introducing additional unknown risks pertinent to potential customer usage behavior changes that can materially impact Community Power's net position and could potentially jeopardize Community Power's long-term viability and strategic objectives set forth by the Board.

A rate adjustment for PowerBase service electricity generation rates that are 10% cheaper compared to SDG&E's generation rates will provide additional relief to Community Power customers in the face of an affordability crisis. When PowerBase was established in 2024, a total load participation cap of 15% was placed on the rate. Staff further committed to report to the Board once 10% participation by load is reached for any further recommended changes to the product. Staff is now recommending that once a third, or about 5%, of the participation rate cap is reached, staff will return to the Board to report our observations in uptake and make a data-driven recommendation on next steps.

The Board of Directors' review and approval of the recommended rate adjustment would be consistent with best ratemaking practices. These new proposed rates will address customer affordability and will meet Community Power'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

Community Power 2025 Rate Setting Mechanics

Community Power utilized its latest financial projections for rate-setting analysis purposes, meaning that the proposed approach for developing the staff recommended rates is reasonable and appropriate to cover operational expenses and recover revenues consistent with estimated FY 2025-2026 and FY 2026-2027 sales and expenditures. Consistent with its Board approved Rate Development policy, Community Power's rate setting strategy uses a hybrid approach based on cost of service and the Investor-Owned Utility (IOU) discount-focused rate setting models. First, Community Power determines the cost recovery required to meet expected procurement and operational expenses and sets rates to at least meet that amount. Next, Community Power adds ranges that target goals for financial stability, such as reserves contributions, and discretionary spending, such as programs or operational growth opportunities. Finally, Community Power targets a competitiveness metric with SDG&E to determine where rates should be within that range and modify the discretionary spending, accordingly, aiming for a discount when possible.

The proposed rates were carefully designed to meet customer affordability and still yield revenues sufficient to collect Community Power's projected annual power supply costs and pay for other operating costs, debt service costs, community investments, a nominal planned reserve margin contribution and have a balanced budget. Additionally, the staff recommendation allows Community Power to balance customer affordability while maintaining its reserves and progress towards its 225- to 270-days cash on hand reserve goal and Rate Stabilization Reserve strategic goal, which cannot be achieved with additional rate discounts beyond the proposed rates.

Furthermore, the proposed rates and reserve targets should ensure that Community Power meets certain key metrics that are required for an investment-grade credit rating, which is important for rate competitiveness because it facilitates better terms for power procurement and other credit-related activities. Finally, the proposed rates allow Community Power to be in compliance with its financial covenants outlined in its Revolving Credit Agreement with JP Morgan Chase Bank, its covenants and distribution requirements outlined in its Security Agreement with River City Bank, and covenants with certain power-purchase agreements.

Critically, staff is recommending to the Board of Directors rates that are designed to serve the needs of our customers now by being lower than SDG&E's and in the long run by aiding in the maintenance and sustainability of reserves to meet our reserve policy goal of 225- to 270-days cash on hand. At a time when volatility is very high, from market, PCIA, rate change and regulatory and legislative uncertainty, the staff recommended scenario has an ultimate goal that balances customer affordability, fiscal prudence, and stabilizing reserves.

Financial Considerations

Reserves

Reserves will give Community Power the ability to better stabilize its rates for customers to mitigate unplanned events, such as 2022's unprecedented heat wave, PCIA uncertainty, uncertainty from rate design changes, or the anticipated uncertainty around federal regulatory climate and global tariff instability which could disrupt supply chains, causing procurement costs to spike.

Based on staff recommended rates, Community Power would maintain the reserves it built in FY 2025-2026 and sustain those reserves, setting Community Power on its path towards achieving its 225- to 270-days cash on hand goal and establishing a Rate Stabilization Reserve.

Credit Rating Metrics

Credit rating agencies establish criteria that outline key financial and operational metrics necessary for achieving an investment-grade credit rating for a community choice aggregator such as Community Power. Specifically, S&P Global Ratings review metrics such as customer retention, demographics, rate affordability, rate competitiveness, counterparty credit quality, liquidity, and fixed charge coverage in their analysis. Community Power has carefully considered these metrics in its rate proposal. As stated previously, the proposed rates would give the agency the ability to move towards achieving its 225- to 270-days cash on hand goal which directly impacts Community Power's liquidity and the ability for Community Power to meet its financial obligations.

Fixed charge coverage (FCC), similar to a more common debt service coverage metric, is S&P Global Ratings' internally adjusted coverage ratio that treats a portion of power purchases as debt service rather than as an operating expense because these payments fund suppliers' recovery of capital investments in generation dedicated to the community choice aggregator. S&P Global Ratings considers a community choice aggregators' three-year average FCC ratio, and a ratio of 1.20x or above is considered very favorable within the financial profile component of the ratings criteria. In review of the proposed rates, Community Power is expected to maintain a favorable FCC ratio consistent with obtaining an investment-grade public credit rating.

Compliance

On February 17, 2023, Community Power entered into a Revolving Credit Agreement with JP Morgan Chase Bank which was subsequently amended on October 31, 2024. Section 5.11 of the Revolving Credit Agreement requires that Community Power meet a debt service coverage ratio (DSCR) that shall be not be 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; provided, however, in the event the DSCR 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. In consideration and review of the proposed rates, Community Power meets the required covenants in Section 5.11 of the Revolving Credit Agreement.

Additionally, on March 1, 2021, Community Power entered into a Security Agreement with River City Bank acting as collateral agent for the benefit of power purchase agreement providers as secured creditors. This Security Agreement requires certain covenants and distribution requirements to be considered when setting rates to meet Community Power's monthly lockbox distribution requirements.

Finally, many of Community Power's power purchase agreement providers require that Community Power meet specific financial covenants to the provider. Generally, these power purchase agreement providers have long-term energy assets in which the off taker or counterparty purchasing the energy asset must be reliable and financially stable to ensure the long-term viability of the power purchase agreement provider. Absent an investment-grade credit rating, which measures the financial reliability of an agency, a power purchase agreement provider instead may sometimes require that Community Power meet certain financial covenants. In review of the proposed rates, staff have confirmed that the proposed rates meet these financial covenants.

Risk Factors

Staff considered several risk factors in its rate recommendation. Given the significant fluctuations from the risk factors below, staff concluded that the recommended rates on would most likely maintain Community Power's reserve targets in calendar year 2026 to provide sufficient revenue to mitigate these risks without jeopardizing financial stability for the agency.

- Market Price Benchmark (MPB) Volatility: MPBs fluctuate significantly on an annual basis, which impacts the PCIA that Community Power customers pay to SDG&E and the generation rates that Community Power can offer customers.
- Energy Cost Volatility: The energy market has experienced and continues to experience significant volatility. Wholesale, load, and open position volatility could impose additional

energy costs in an unanticipated scenario. Load fluctuations are also a factor that may significantly impact energy costs. For example, an unexpected heat wave may cause spikes in real-time or day-ahead prices, increasing energy costs. Lower than expected load, such as due to a mild summer, may also reduce revenues without materially changing energy costs that have previously been procured.

- **Participation Rates:** Community Power's participation rates are reported at 95.5%. The 5-year forecast assumes a 95% participation rate. In an October 2023 study by Calpine Energy Solutions entitled Why Community Choice Aggregation (CCA) Customers Opt Out, participation rates among Calpine's CCA customers ranged between 86% and 98%. Community Power's participation rate dropping to 86% could reduce net income substantially.
- **SDG&E Rate Changes:** SDG&E remains a direct competitor to Community Power as it relates to the electric commodity generation service. Their rate adjustments can significantly influence Community Power's financial position. Community Power anticipates at least two additional rate changes from SDG&E in 2026, on April 1st and August 1st.
- **Regulatory and Legislative Uncertainty:** New federal administration has initiated the rollback of green energy initiatives, incentives, programs, and support. Uncertainty around the future of the energy landscape, such as the rollback of the Investment Tax Credit (ITC), may negatively impact Community Power's net income.
- **2027–2030 Market View:** The five-year market view has significant implications for energy costs and Community Power strategy in 2026. There is substantial risk that a PCIA snapback continues to occur in 2027 and this would raise competitiveness pressure on Community Power with thinner and/or declining reserves in 2028 to 2030. A stability-first posture in 2026 best positions Community Power for this cycle going forward.

Recommended Rate Adjustments

The staff recommended rates before the Board provides projected reserves of \$270.2 million in FY 2025-26 which maintains the reserve levels adopted in the FY 2025-26 budget on June 27, 2025, and provides projected reserves of \$32.8 million in FY 2026-27, meeting Community Power's strategic goal targets. The staff recommendation is reasonable and appropriate and considers projected operating costs based on contracts Community Power has executed to date and the projected costs of procuring energy and other wholesale services needed to supply Community Power's customers with a default resource mix of 53% renewable and 2% carbon-free energy in our PowerOn service, as well as our 100% renewable energy in our Power100 and Power100 Green-e Certified services.

Community Power's Board of Directors adopted Power100 Green-e Certified and PowerBase services, that came into effect on July 1, 2024. Power100 Green-e Certified is a product offering for businesses in the San Diego region looking to meet Leadership in Energy and Environmental Design (LEED) standards. PowerBase is Community Power's most affordable service offering with a resource mix of at least 45% renewable energy and will be 10% cheaper compared to SDG&E's generation/commodity rates effective as of January 1, 2026.

Since its inception in 2024, PowerBase service has been available to no more than 15% of Community Power's customer load and will not be available as a member agency-wide default service product. At the May 2024 Board meeting where the Board of Directors approved PowerBase and Power100 Green Plus as new service offerings, staff then had informed the Board that when enrollment subscription into PowerBase service reached 10% participation by load that staff would return to the Board in a public meeting with a report regarding observations, customer feedback, and any potential recommended changes at that time. With customer affordability concerns being top of mind, staff is now recommending that the agency return to the Board when PowerBase enrollment reaches 5% participation by load with potential recommended changes for maximum intended customer benefit for the remaining 10% load capacity in this service offering.¹

Community Power rates for its PowerOn and PowerBase products 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 programs ensuring ease of comparison for customers with SDG&E's rates and allows for a seamless competitive environment.

By maintaining the \$0.01/kWh premium for Power100, Community Power's Power100 service would add approximately 2.1% net impact to a residential customer's total monthly electric bill (including Community Power generation charges and SDG&E delivery charges) in the staff recommended rates – an increased cost of \$3.41 more per month for the average resident compared to the PowerOn product.²

In parallel, by maintaining the \$0.02/kWh premium for Power100 Green-e Plus, Community Power's Power100 Green-e Certified service would add approximately 4.83% net impact to a small commercial customer's total monthly electric bill (including Community Power generation charges and SDG&E delivery charges) in the staff recommended rates – an

¹As of January 9, 2026, 5,096 accounts are enrolled in PowerBase, representing 1.3% of Community Power's customer load.

²This analysis assumes a customer on the most populous residential rate, TOU-DR-1, uses approximately 341 kWh of electricity per month.

increased cost of \$23.34 more per month for an average small business compared to the PowerOn product.³

Similar to observations made during our last rate setting cycle in 2025, there is a material difference between PCIA rates from 2025 and 2026 associated with when customers transitioned from SDG&E's bundled service and into Community Power's service. The PCIA rate is the above-market cost of power associated with SDG&E's portfolio that both SDG&E's bundled customers as well as Community Power customers who have departed SDG&E generation/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 Unincorporated areas of County of San Diego enrolled in 2023. 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.

Additional Rate Structure Changes for 2026

Staff considered additional rate changes in their rate options analysis. However, many of these rate changes in 2026 may impact customer behavior changes that cannot be modeled without data after the rate changes have been implemented. The following highlights a few major rate changes that are scheduled for 2026 that may increase uncertainty and volatility.

Residential Seasonality Adjustment

Per the approval of rate design changes in Phase 2 of SDG&E's 2024 General Rate Case, SDG&E is implementing an adjustment to the calculation of seasonal rates for tiered, residential rates, which includes the most populous residential rate for Community Power, TOU-DR-1. There are currently seasonal adjustments on both the delivery side and generation side, which will both be removed so that there is a smaller differential between summer and winter rates, both on the generation side and on the total rate. On the generation side, this will result in significant decreases to summer rates alongside modest increases in winter rates, which will reduce overall revenue for Community Power. If customers significantly increase their summer energy usage due to this rate structure change, there may be additional negative impacts to Community Power's net position.

Time-of-Use Super Off-Peak Expansion

An additional adjustment related to SDG&E's General Rate Case Phase 2 is the expansion of the Super Off-Peak period in the three-period TOU schedule to the mid-day, weekday period for the entire year. This period, 10 a.m. – 2 p.m. on weekdays, is currently classified as Off-Peak

³ This analysis assumes a customer on the most populous small commercial rate, TOU-A, uses approximately 1,167 kWh of electricity per month.

for May through February and as Super Off-Peak for March and April. Beginning on April 1st, this period will be classified as Super Off-Peak for the entire year, effectively lowering the cost of electricity during this period for all customers on this TOU schedule, which is the majority of customers. This change will have a negative impact on Community Power's net position as well, which may be even greater if customers shift their behavior and use more energy in the Super Off-Peak period.

New Medium Commercial Customer Class

The third adjustment related to SDG&E's General Rate Case Phase 2 is the establishment of a new Medium Commercial customer class. This new customer class will mirror existing rates from existing customer classes as well as include new rates specifically created for the new customer class. At this time, no detailed information on the rates and/or rate structures have been published. This adjustment will certainly bring additional volatility to an already uncertain rate development environment.

Summary

Overall, the rate changes recommended by staff for Board adoption in 2026 provide the following benefits to Community Power customers and the organization:

- Community Power default PowerOn service electricity generation rates will be 4% cheaper compared to San Diego Gas and Electric's (SDG&E) rates, to be retroactively effective as of January 1, 2026.
- Community Power PowerBase service electricity generation rates will be 10% cheaper than San Diego Gas and Electric's rates, to be retroactively effective as of January 1, 2026.
- Power100 and Power100 Green-e Certified will maintain premiums of \$0.01/kWh and \$0.02/kWh, respectively, compared to PowerOn.
- Higher renewable content (PowerOn product at 53% renewable and 2% carbon-free with Community Power versus a default SDG&E product at 41% renewable content as of the most recent 2024 Power Content Label, published in November 2025).
- Allow Community Power to maintain its current reserve levels and work towards a 225- to 270-days cash on hand reserve target which will provide financial stability.
- Meets liquidity and FCC metrics that support and maintain an investment-grade credit rating.
- Satisfies credit obligations with lenders and power purchase agreements.
- Prepares Community Power for future energy market fluctuations and regulatory uncertainty.
- Return to the Board with PowerBase enrollment data and recommendations after 5% of the total customer load is reached through participation in the product.

Fiscal Impact

The proposed rates were carefully designed to meet customer affordability concerns and still yield revenues sufficient to collect Community Power's projected annual power supply costs and pay for other operating costs, debt service costs, community investments, a projected nominal planned reserve margin contribution of \$32.8 million in FY 2026-27 and have a balanced budget under the balanced option.

Staff also analyzed the scenarios from a net operating margin perspective which measures core business operations and excludes items such as investment income which may fluctuate and are not certain, if, for example, the agency needs to access reserves to mitigate against risks such as PCIA volatility. The balanced option provides net operating margin of \$133.1 million in FY 2025-26, and only \$4.5 million in FY 2026-27. The balanced option preserves affordability while maintaining what staff consider a zero-based budget in FY 2026-27 given the small net operating margin. At a time when volatility is exceptionally high, from market, PCIA, rate change and regulatory and legislative uncertainty, the staff recommended scenario has an ultimate goal that balances customer affordability, fiscal prudence, and stabilizing reserves,

The staff recommendation allows Community Power to balance customer affordability concerns while maintaining its reserves and progress towards its 225- to 270-days cash on hand reserve goal and Rate Stabilization Reserve strategic goal, which cannot be achieved with additional rate discounts beyond the proposed rates. Furthermore, through the proposed rates and subsequent reserve targets, Community Power should meet certain key financial metrics required for an investment-grade credit rating. Finally, the proposed rates allow Community Power to be in compliance with its financial covenants outlined in its Revolving Credit Agreement with JP Morgan Chase Bank, its covenants and distribution requirements outlined in its Security Agreement with River City Bank, and covenants with certain power-purchase agreements.

Strategic Plan

This activity supports the strategic plan goals of (1) evolving rate strategy to ensure competitiveness, affordability, and fiscal sustainability, and (2) developing customer strategies to increase retention and engagement.

Attachments

A: Staff's recommended 2026 Community Power rates for PowerOn and PowerBase services.

ITEM 14

ATTACHMENT A



Attachment A - Staff Recommended 2026 Community Power Rates for PowerOn and PowerBase services.

| CCA Rate Name | Season | Charge Type | Time of Use Period | PowerBase | PowerOn | Power100 (\$/kWh) |
|---------------|--------|---------------------------|--------------------|-----------|-----------|-------------------|
| DR | Summer | Generation - 2020 Vintage | Total | \$0.12669 | \$0.13767 | + \$0.01 |
| DR | Winter | Generation - 2020 Vintage | Total | \$0.12669 | \$0.13767 | + \$0.01 |
| DR-LI-MB | Summer | Generation - 2020 Vintage | Total | \$0.12669 | \$0.13767 | + \$0.01 |
| DR-LI-MB | Winter | Generation - 2020 Vintage | Total | \$0.12669 | \$0.13767 | + \$0.01 |
| E-LI-TOU | Summer | Generation - 2020 Vintage | Total | \$0.06164 | \$0.06773 | + \$0.01 |
| E-LI-TOU | Winter | Generation - 2020 Vintage | Total | \$0.05855 | \$0.06443 | + \$0.01 |
| E-LI-NR | Summer | Generation - 2020 Vintage | Total | \$0.07278 | \$0.07995 | + \$0.01 |
| E-LI-NR | Winter | Generation - 2020 Vintage | Total | \$0.06914 | \$0.07605 | + \$0.01 |
| DR-SES | Summer | Generation - 2020 Vintage | On-Peak | \$0.38257 | \$0.41082 | + \$0.01 |
| DR-SES | Summer | Generation - 2020 Vintage | Off-Peak | \$0.11812 | \$0.12852 | + \$0.01 |
| DR-SES | Summer | Generation - 2020 Vintage | Super Off-Peak | \$0.03655 | \$0.04144 | + \$0.01 |
| DR-SES | Winter | Generation - 2020 Vintage | On-Peak | \$0.14196 | \$0.15397 | + \$0.01 |
| DR-SES | Winter | Generation - 2020 Vintage | Off-Peak | \$0.09164 | \$0.10026 | + \$0.01 |
| DR-SES | Winter | Generation - 2020 Vintage | Super Off-Peak | \$0.02998 | \$0.03444 | + \$0.01 |
| EV-TOU | Summer | Generation - 2020 Vintage | On-Peak | \$0.38257 | \$0.41082 | + \$0.01 |
| EV-TOU | Summer | Generation - 2020 Vintage | Off-Peak | \$0.11812 | \$0.12852 | + \$0.01 |
| EV-TOU | Summer | Generation - 2020 Vintage | Super Off-Peak | \$0.03655 | \$0.04144 | + \$0.01 |
| EV-TOU | Winter | Generation - 2020 Vintage | On-Peak | \$0.14196 | \$0.15397 | + \$0.01 |

| | | | | | | |
|----------|--------|---------------------------|----------------|-----------|-----------|----------|
| EV-TOU | Winter | Generation - 2020 Vintage | Off-Peak | \$0.09164 | \$0.10026 | + \$0.01 |
| EV-TOU | Winter | Generation - 2020 Vintage | Super Off-Peak | \$0.02998 | \$0.03444 | + \$0.01 |
| EV-TOU-2 | Summer | Generation - 2020 Vintage | On-Peak | \$0.38257 | \$0.41082 | + \$0.01 |
| EV-TOU-2 | Summer | Generation - 2020 Vintage | Off-Peak | \$0.11812 | \$0.12852 | + \$0.01 |
| EV-TOU-2 | Summer | Generation - 2020 Vintage | Super Off-Peak | \$0.03655 | \$0.04144 | + \$0.01 |
| EV-TOU-2 | Winter | Generation - 2020 Vintage | On-Peak | \$0.14196 | \$0.15397 | + \$0.01 |
| EV-TOU-2 | Winter | Generation - 2020 Vintage | Off-Peak | \$0.09164 | \$0.10026 | + \$0.01 |
| EV-TOU-2 | Winter | Generation - 2020 Vintage | Super Off-Peak | \$0.02998 | \$0.03444 | + \$0.01 |
| EV-TOU-5 | Summer | Generation - 2020 Vintage | On-Peak | \$0.38257 | \$0.41082 | + \$0.01 |
| EV-TOU-5 | Summer | Generation - 2020 Vintage | Off-Peak | \$0.11812 | \$0.12852 | + \$0.01 |
| EV-TOU-5 | Summer | Generation - 2020 Vintage | Super Off-Peak | \$0.03655 | \$0.04144 | + \$0.01 |
| EV-TOU-5 | Winter | Generation - 2020 Vintage | On-Peak | \$0.14196 | \$0.15397 | + \$0.01 |
| EV-TOU-5 | Winter | Generation - 2020 Vintage | Off-Peak | \$0.09164 | \$0.10026 | + \$0.01 |
| EV-TOU-5 | Winter | Generation - 2020 Vintage | Super Off-Peak | \$0.02998 | \$0.03444 | + \$0.01 |
| TOU-DR-1 | Summer | Generation - 2020 Vintage | On-Peak | \$0.27487 | \$0.29585 | + \$0.01 |
| TOU-DR-1 | Summer | Generation - 2020 Vintage | Off-Peak | \$0.07843 | \$0.08615 | + \$0.01 |
| TOU-DR-1 | Summer | Generation - 2020 Vintage | Super Off-Peak | \$0.01000 | \$0.01000 | + \$0.01 |
| TOU-DR-1 | Winter | Generation - 2020 Vintage | On-Peak | \$0.20860 | \$0.22510 | + \$0.01 |
| TOU-DR-1 | Winter | Generation - 2020 Vintage | Off-Peak | \$0.13586 | \$0.14746 | + \$0.01 |
| TOU-DR-1 | Winter | Generation - 2020 Vintage | Super Off-Peak | \$0.05507 | \$0.06122 | + \$0.01 |
| TOU-DR-2 | Summer | Generation - 2020 Vintage | On-Peak | \$0.27487 | \$0.29585 | + \$0.01 |
| TOU-DR-2 | Summer | Generation - 2020 Vintage | Off-Peak | \$0.03908 | \$0.04414 | + \$0.01 |
| TOU-DR-2 | Winter | Generation - 2020 Vintage | On-Peak | \$0.20860 | \$0.22510 | + \$0.01 |
| TOU-DR-2 | Winter | Generation - 2020 Vintage | Off-Peak | \$0.08666 | \$0.09493 | + \$0.01 |
| TOU-DR | Summer | Generation - 2020 Vintage | On-Peak | \$0.16782 | \$0.18158 | + \$0.01 |
| TOU-DR | Summer | Generation - 2020 Vintage | Off-Peak | \$0.11541 | \$0.12563 | + \$0.01 |
| TOU-DR | Summer | Generation - 2020 Vintage | Super Off-Peak | \$0.06601 | \$0.07289 | + \$0.01 |
| TOU-DR | Winter | Generation - 2020 Vintage | On-Peak | \$0.20839 | \$0.22489 | + \$0.01 |
| TOU-DR | Winter | Generation - 2020 Vintage | Off-Peak | \$0.13572 | \$0.14730 | + \$0.01 |

| | | | | | | |
|-----------|--------|---------------------------|----------------|-----------|-----------|----------|
| TOU-DR | Winter | Generation - 2020 Vintage | Super Off-Peak | \$0.05499 | \$0.06113 | + \$0.01 |
| TOU-A-S | Summer | Generation - 2020 Vintage | On-Peak | \$0.25971 | \$0.27916 | + \$0.01 |
| TOU-A-S | Summer | Generation - 2020 Vintage | Off-Peak | \$0.13070 | \$0.14145 | + \$0.01 |
| TOU-A-S | Winter | Generation - 2020 Vintage | On-Peak | \$0.14197 | \$0.15348 | + \$0.01 |
| TOU-A-S | Winter | Generation - 2020 Vintage | Off-Peak | \$0.05453 | \$0.06014 | + \$0.01 |
| TOU-A-P | Summer | Generation - 2020 Vintage | On-Peak | \$0.25827 | \$0.27763 | + \$0.01 |
| TOU-A-P | Summer | Generation - 2020 Vintage | Off-Peak | \$0.12991 | \$0.14060 | + \$0.01 |
| TOU-A-P | Winter | Generation - 2020 Vintage | On-Peak | \$0.14116 | \$0.15262 | + \$0.01 |
| TOU-A-P | Winter | Generation - 2020 Vintage | Off-Peak | \$0.05422 | \$0.05980 | + \$0.01 |
| TOU-A-2-S | Summer | Generation - 2020 Vintage | On-Peak | \$0.36512 | \$0.39169 | + \$0.01 |
| TOU-A-2-S | Summer | Generation - 2020 Vintage | Off-Peak | \$0.10540 | \$0.11444 | + \$0.01 |
| TOU-A-2-S | Summer | Generation - 2020 Vintage | Super Off-Peak | \$0.04620 | \$0.05124 | + \$0.01 |
| TOU-A-2-S | Winter | Generation - 2020 Vintage | On-Peak | \$0.12837 | \$0.13896 | + \$0.01 |
| TOU-A-2-S | Winter | Generation - 2020 Vintage | Off-Peak | \$0.05943 | \$0.06536 | + \$0.01 |
| TOU-A-2-S | Winter | Generation - 2020 Vintage | Super Off-Peak | \$0.03942 | \$0.04401 | + \$0.01 |
| TOU-A-2-P | Summer | Generation - 2020 Vintage | On-Peak | \$0.36322 | \$0.38966 | + \$0.01 |
| TOU-A-2-P | Summer | Generation - 2020 Vintage | Off-Peak | \$0.10479 | \$0.11379 | + \$0.01 |
| TOU-A-2-P | Summer | Generation - 2020 Vintage | Super Off-Peak | \$0.04595 | \$0.05098 | + \$0.01 |
| TOU-A-2-P | Winter | Generation - 2020 Vintage | On-Peak | \$0.12765 | \$0.13819 | + \$0.01 |
| TOU-A-2-P | Winter | Generation - 2020 Vintage | Off-Peak | \$0.05906 | \$0.06498 | + \$0.01 |
| TOU-A-2-P | Winter | Generation - 2020 Vintage | Super Off-Peak | \$0.03920 | \$0.04377 | + \$0.01 |
| TOU-A-3-S | Summer | Generation - 2020 Vintage | On-Peak | \$0.26564 | \$0.28549 | + \$0.01 |
| TOU-A-3-S | Summer | Generation - 2020 Vintage | Off-Peak | \$0.15012 | \$0.16218 | + \$0.01 |
| TOU-A-3-S | Summer | Generation - 2020 Vintage | Super Off-Peak | \$0.04727 | \$0.05239 | + \$0.01 |
| TOU-A-3-S | Winter | Generation - 2020 Vintage | On-Peak | \$0.12837 | \$0.13896 | + \$0.01 |
| TOU-A-3-S | Winter | Generation - 2020 Vintage | Off-Peak | \$0.05943 | \$0.06536 | + \$0.01 |
| TOU-A-3-S | Winter | Generation - 2020 Vintage | Super Off-Peak | \$0.03942 | \$0.04401 | + \$0.01 |
| TOU-A-3-P | Summer | Generation - 2020 Vintage | On-Peak | \$0.26422 | \$0.28398 | + \$0.01 |

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|-----------|--------|---------------------------|----------------|-----------|-----------|----------|
| TOU-A-3-P | Summer | Generation - 2020 Vintage | Off-Peak | \$0.14926 | \$0.16126 | + \$0.01 |
| TOU-A-3-P | Summer | Generation - 2020 Vintage | Super Off-Peak | \$0.04690 | \$0.05199 | + \$0.01 |
| TOU-A-3-P | Winter | Generation - 2020 Vintage | On-Peak | \$0.12765 | \$0.13819 | + \$0.01 |
| TOU-A-3-P | Winter | Generation - 2020 Vintage | Off-Peak | \$0.05906 | \$0.06498 | + \$0.01 |
| TOU-A-3-P | Winter | Generation - 2020 Vintage | Super Off-Peak | \$0.03920 | \$0.04377 | + \$0.01 |

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|------|--------|---------------------------|-------|-----------|-----------|----------|
| A-TC | Summer | Generation - 2020 Vintage | Total | \$0.06539 | \$0.07173 | + \$0.01 |
| A-TC | Winter | Generation - 2020 Vintage | Total | \$0.06539 | \$0.07173 | + \$0.01 |

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|-------|--------|---------------------------|----------------|-----------|-----------|----------|
| TOU-M | Summer | Generation - 2020 Vintage | On-Peak | \$0.36513 | \$0.39170 | + \$0.01 |
| TOU-M | Summer | Generation - 2020 Vintage | Off-Peak | \$0.10540 | \$0.11444 | + \$0.01 |
| TOU-M | Summer | Generation - 2020 Vintage | Super Off-Peak | \$0.04621 | \$0.05125 | + \$0.01 |
| TOU-M | Winter | Generation - 2020 Vintage | On-Peak | \$0.12837 | \$0.13896 | + \$0.01 |
| TOU-M | Winter | Generation - 2020 Vintage | Off-Peak | \$0.05943 | \$0.06536 | + \$0.01 |
| TOU-M | Winter | Generation - 2020 Vintage | Super Off-Peak | \$0.03942 | \$0.04401 | + \$0.01 |

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|--------|--------|---------------------------|----------------|-----------|-----------|----------|
| OL-TOU | Summer | Generation - 2020 Vintage | On-Peak | \$0.51880 | \$0.55606 | + \$0.01 |
| OL-TOU | Summer | Generation - 2020 Vintage | Off-Peak | \$0.15907 | \$0.17206 | + \$0.01 |
| OL-TOU | Summer | Generation - 2020 Vintage | Super Off-Peak | \$0.06120 | \$0.06758 | + \$0.01 |
| OL-TOU | Winter | Generation - 2020 Vintage | On-Peak | \$0.16514 | \$0.17854 | + \$0.01 |
| OL-TOU | Winter | Generation - 2020 Vintage | Off-Peak | \$0.07793 | \$0.08544 | + \$0.01 |
| OL-TOU | Winter | Generation - 2020 Vintage | Super Off-Peak | \$0.05263 | \$0.05843 | + \$0.01 |

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|----------|--------|---------------------------|----------------|-----------|-----------|----------|
| AL-TOU-S | Summer | Demand - 2020 Vintage | On-Peak | \$16.50 | \$17.62 | |
| AL-TOU-S | Summer | Generation - 2020 Vintage | On-Peak | \$0.20305 | \$0.21900 | + \$0.01 |
| AL-TOU-S | Summer | Generation - 2020 Vintage | Off-Peak | \$0.10990 | \$0.11957 | + \$0.01 |
| AL-TOU-S | Summer | Generation - 2020 Vintage | Super Off-Peak | \$0.08959 | \$0.09788 | + \$0.01 |
| AL-TOU-S | Winter | Generation - 2020 Vintage | On-Peak | \$0.22473 | \$0.24215 | + \$0.01 |
| AL-TOU-S | Winter | Generation - 2020 Vintage | Off-Peak | \$0.11134 | \$0.12110 | + \$0.01 |
| AL-TOU-S | Winter | Generation - 2020 Vintage | Super Off-Peak | \$0.07844 | \$0.08598 | + \$0.01 |

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|----------|--------|---------------------------|----------|-----------|-----------|----------|
| AL-TOU-P | Summer | Demand - 2020 Vintage | On-Peak | \$16.42 | \$17.53 | |
| AL-TOU-P | Summer | Generation - 2020 Vintage | On-Peak | \$0.20191 | \$0.21779 | + \$0.01 |
| AL-TOU-P | Summer | Generation - 2020 Vintage | Off-Peak | \$0.10924 | \$0.11886 | + \$0.01 |

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|----------|--------|---------------------------|----------------|-----------|-----------|----------|
| AL-TOU-P | Summer | Generation - 2020 Vintage | Super Off-Peak | \$0.08917 | \$0.09744 | + \$0.01 |
| AL-TOU-P | Winter | Generation - 2020 Vintage | On-Peak | \$0.22355 | \$0.24089 | + \$0.01 |
| AL-TOU-P | Winter | Generation - 2020 Vintage | Off-Peak | \$0.11074 | \$0.12046 | + \$0.01 |
| AL-TOU-P | Winter | Generation - 2020 Vintage | Super Off-Peak | \$0.07807 | \$0.08559 | + \$0.01 |

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|----------|--------|---------------------------|----------------|-----------|-----------|----------|
| AL-TOU-T | Summer | Demand - 2020 Vintage | On-Peak | \$15.71 | \$16.77 | |
| AL-TOU-T | Summer | Generation - 2020 Vintage | On-Peak | \$0.19182 | \$0.20701 | + \$0.01 |
| AL-TOU-T | Summer | Generation - 2020 Vintage | Off-Peak | \$0.10316 | \$0.11238 | + \$0.01 |
| AL-TOU-T | Summer | Generation - 2020 Vintage | Super Off-Peak | \$0.08423 | \$0.09216 | + \$0.01 |
| AL-TOU-T | Winter | Generation - 2020 Vintage | On-Peak | \$0.21272 | \$0.22933 | + \$0.01 |
| AL-TOU-T | Winter | Generation - 2020 Vintage | Off-Peak | \$0.10483 | \$0.11415 | + \$0.01 |
| AL-TOU-T | Winter | Generation - 2020 Vintage | Super Off-Peak | \$0.07358 | \$0.08080 | + \$0.01 |

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|------------|--------|---------------------------|----------------|-----------|-----------|----------|
| AL-TOU-2-S | Summer | Demand - 2020 Vintage | On-Peak | \$29.29 | \$31.26 | |
| AL-TOU-2-S | Summer | Generation - 2020 Vintage | On-Peak | \$0.18124 | \$0.19572 | + \$0.01 |
| AL-TOU-2-S | Summer | Generation - 2020 Vintage | Off-Peak | \$0.09684 | \$0.10563 | + \$0.01 |
| AL-TOU-2-S | Summer | Generation - 2020 Vintage | Super Off-Peak | \$0.07798 | \$0.08549 | + \$0.01 |
| AL-TOU-2-S | Winter | Generation - 2020 Vintage | On-Peak | \$0.20036 | \$0.21614 | + \$0.01 |
| AL-TOU-2-S | Winter | Generation - 2020 Vintage | Off-Peak | \$0.09767 | \$0.10651 | + \$0.01 |
| AL-TOU-2-S | Winter | Generation - 2020 Vintage | Super Off-Peak | \$0.06788 | \$0.07472 | + \$0.01 |

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|------------|--------|---------------------------|----------------|-----------|-----------|----------|
| AL-TOU-2-P | Summer | Demand - 2020 Vintage | On-Peak | \$29.15 | \$31.12 | |
| AL-TOU-2-P | Summer | Generation - 2020 Vintage | On-Peak | \$0.18021 | \$0.19462 | + \$0.01 |
| AL-TOU-2-P | Summer | Generation - 2020 Vintage | Off-Peak | \$0.09624 | \$0.10498 | + \$0.01 |
| AL-TOU-2-P | Summer | Generation - 2020 Vintage | Super Off-Peak | \$0.07759 | \$0.08508 | + \$0.01 |
| AL-TOU-2-P | Winter | Generation - 2020 Vintage | On-Peak | \$0.19929 | \$0.21499 | + \$0.01 |
| AL-TOU-2-P | Winter | Generation - 2020 Vintage | Off-Peak | \$0.09713 | \$0.10593 | + \$0.01 |
| AL-TOU-2-P | Winter | Generation - 2020 Vintage | Super Off-Peak | \$0.06755 | \$0.07436 | + \$0.01 |

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|------------|--------|---------------------------|----------------|-----------|-----------|----------|
| AL-TOU-2-T | Summer | Demand - 2020 Vintage | On-Peak | \$27.90 | \$29.78 | |
| AL-TOU-2-T | Summer | Generation - 2020 Vintage | On-Peak | \$0.17104 | \$0.18483 | + \$0.01 |
| AL-TOU-2-T | Summer | Generation - 2020 Vintage | Off-Peak | \$0.09073 | \$0.09910 | + \$0.01 |
| AL-TOU-2-T | Summer | Generation - 2020 Vintage | Super Off-Peak | \$0.07312 | \$0.08031 | + \$0.01 |
| AL-TOU-2-T | Winter | Generation - 2020 Vintage | On-Peak | \$0.18948 | \$0.20452 | + \$0.01 |

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| AL-TOU-2-T | Winter | Generation - 2020 Vintage | Off-Peak | \$0.09177 | \$0.10022 | + \$0.01 |
| AL-TOU-2-T | Winter | Generation - 2020 Vintage | Super Off-Peak | \$0.06348 | \$0.07002 | + \$0.01 |

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|--------|--------|---------------------------|----------------|-----------|-----------|----------|
| DG-R-S | Summer | Generation - 2020 Vintage | On-Peak | \$0.51781 | \$0.55500 | + \$0.01 |
| DG-R-S | Summer | Generation - 2020 Vintage | Off-Peak | \$0.15962 | \$0.17265 | + \$0.01 |
| DG-R-S | Summer | Generation - 2020 Vintage | Super Off-Peak | \$0.06120 | \$0.06758 | + \$0.01 |
| DG-R-S | Winter | Generation - 2020 Vintage | On-Peak | \$0.16514 | \$0.17854 | + \$0.01 |
| DG-R-S | Winter | Generation - 2020 Vintage | Off-Peak | \$0.07793 | \$0.08544 | + \$0.01 |
| DG-R-S | Winter | Generation - 2020 Vintage | Super Off-Peak | \$0.05263 | \$0.05843 | + \$0.01 |

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| DG-R-P | Summer | Generation - 2020 Vintage | On-Peak | \$0.51519 | \$0.55221 | + \$0.01 |
| DG-R-P | Summer | Generation - 2020 Vintage | Off-Peak | \$0.15874 | \$0.17171 | + \$0.01 |
| DG-R-P | Summer | Generation - 2020 Vintage | Super Off-Peak | \$0.06088 | \$0.06724 | + \$0.01 |
| DG-R-P | Winter | Generation - 2020 Vintage | On-Peak | \$0.16424 | \$0.17757 | + \$0.01 |
| DG-R-P | Winter | Generation - 2020 Vintage | Off-Peak | \$0.07747 | \$0.08495 | + \$0.01 |
| DG-R-P | Winter | Generation - 2020 Vintage | Super Off-Peak | \$0.05234 | \$0.05813 | + \$0.01 |

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|--------|--------|---------------------------|----------------|-----------|-----------|----------|
| DG-R-T | Summer | Generation - 2020 Vintage | On-Peak | \$0.49209 | \$0.52755 | + \$0.01 |
| DG-R-T | Summer | Generation - 2020 Vintage | Off-Peak | \$0.15068 | \$0.16310 | + \$0.01 |
| DG-R-T | Summer | Generation - 2020 Vintage | Super Off-Peak | \$0.05707 | \$0.06317 | + \$0.01 |
| DG-R-T | Winter | Generation - 2020 Vintage | On-Peak | \$0.15591 | \$0.16868 | + \$0.01 |
| DG-R-T | Winter | Generation - 2020 Vintage | Off-Peak | \$0.07292 | \$0.08009 | + \$0.01 |
| DG-R-T | Winter | Generation - 2020 Vintage | Super Off-Peak | \$0.04889 | \$0.05444 | + \$0.01 |

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|----------|--------|---------------------------|----------------|-----------|-----------|----------|
| A6-TOU-P | Summer | Demand - 2020 Vintage | Total | \$16.42 | \$17.53 | |
| A6-TOU-P | Summer | Generation - 2020 Vintage | On-Peak | \$0.20191 | \$0.21779 | + \$0.01 |
| A6-TOU-P | Summer | Generation - 2020 Vintage | Off-Peak | \$0.10924 | \$0.11886 | + \$0.01 |
| A6-TOU-P | Summer | Generation - 2020 Vintage | Super Off-Peak | \$0.08917 | \$0.09744 | + \$0.01 |
| A6-TOU-P | Winter | Generation - 2020 Vintage | On-Peak | \$0.22355 | \$0.24089 | + \$0.01 |
| A6-TOU-P | Winter | Generation - 2020 Vintage | Off-Peak | \$0.11074 | \$0.12046 | + \$0.01 |
| A6-TOU-P | Winter | Generation - 2020 Vintage | Super Off-Peak | \$0.07807 | \$0.08559 | + \$0.01 |

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|----------|--------|---------------------------|---------|-----------|-----------|----------|
| A6-TOU-T | Summer | Demand - 2020 Vintage | Total | \$15.71 | \$16.77 | |
| A6-TOU-T | Summer | Generation - 2020 Vintage | On-Peak | \$0.19182 | \$0.20701 | + \$0.01 |

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|------------------|--------|---------------------------|----------------|-----------|-----------|----------|
| A6-TOU-T | Summer | Generation - 2020 Vintage | Off-Peak | \$0.10316 | \$0.11238 | + \$0.01 |
| A6-TOU-T | Summer | Generation - 2020 Vintage | Super Off-Peak | \$0.08423 | \$0.09216 | + \$0.01 |
| A6-TOU-T | Winter | Generation - 2020 Vintage | On-Peak | \$0.21272 | \$0.22933 | + \$0.01 |
| A6-TOU-T | Winter | Generation - 2020 Vintage | Off-Peak | \$0.10483 | \$0.11415 | + \$0.01 |
| A6-TOU-T | Winter | Generation - 2020 Vintage | Super Off-Peak | \$0.07358 | \$0.08080 | + \$0.01 |
| TOU-PA-S | Summer | Generation - 2020 Vintage | On-Peak | \$0.25333 | \$0.27269 | + \$0.01 |
| TOU-PA-S | Summer | Generation - 2020 Vintage | Off-Peak | \$0.12495 | \$0.13564 | + \$0.01 |
| TOU-PA-S | Winter | Generation - 2020 Vintage | On-Peak | \$0.11531 | \$0.12535 | + \$0.01 |
| TOU-PA-S | Winter | Generation - 2020 Vintage | Off-Peak | \$0.03902 | \$0.04391 | + \$0.01 |
| TOU-PA-P | Summer | Generation - 2020 Vintage | On-Peak | \$0.25190 | \$0.27116 | + \$0.01 |
| TOU-PA-P | Summer | Generation - 2020 Vintage | Off-Peak | \$0.12416 | \$0.13480 | + \$0.01 |
| TOU-PA-P | Winter | Generation - 2020 Vintage | On-Peak | \$0.11461 | \$0.12460 | + \$0.01 |
| TOU-PA-P | Winter | Generation - 2020 Vintage | Off-Peak | \$0.03874 | \$0.04362 | + \$0.01 |
| TOU-PA-2-S | Summer | Demand - 2020 Vintage | On-Peak | \$11.89 | \$12.69 | |
| TOU-PA-2-S | Summer | Generation - 2020 Vintage | On-Peak | \$0.12242 | \$0.13295 | + \$0.01 |
| TOU-PA-2-S | Summer | Generation - 2020 Vintage | Off-Peak | \$0.06077 | \$0.06714 | + \$0.01 |
| TOU-PA-2-S | Summer | Generation - 2020 Vintage | Super Off-Peak | \$0.04684 | \$0.05226 | + \$0.01 |
| TOU-PA-2-S | Winter | Generation - 2020 Vintage | On-Peak | \$0.13512 | \$0.14650 | + \$0.01 |
| TOU-PA-2-S | Winter | Generation - 2020 Vintage | Off-Peak | \$0.06104 | \$0.06742 | + \$0.01 |
| TOU-PA-2-S | Winter | Generation - 2020 Vintage | Super Off-Peak | \$0.03955 | \$0.04448 | + \$0.01 |
| TOU-PA-2-P | Summer | Demand - 2020 Vintage | On-Peak | \$11.83 | \$12.62 | |
| TOU-PA-2-P | Summer | Generation - 2020 Vintage | On-Peak | \$0.12170 | \$0.13217 | + \$0.01 |
| TOU-PA-2-P | Summer | Generation - 2020 Vintage | Off-Peak | \$0.06036 | \$0.06669 | + \$0.01 |
| TOU-PA-2-P | Summer | Generation - 2020 Vintage | Super Off-Peak | \$0.04657 | \$0.05197 | + \$0.01 |
| TOU-PA-2-P | Winter | Generation - 2020 Vintage | On-Peak | \$0.13435 | \$0.14567 | + \$0.01 |
| TOU-PA-2-P | Winter | Generation - 2020 Vintage | Off-Peak | \$0.06065 | \$0.06700 | + \$0.01 |
| TOU-PA-2-P | Winter | Generation - 2020 Vintage | Super Off-Peak | \$0.03931 | \$0.04422 | + \$0.01 |
| TOU-PA-3-S <20kW | Summer | Generation - 2020 Vintage | On-Peak | \$0.29615 | \$0.31840 | + \$0.01 |
| TOU-PA-3-S <20kW | Summer | Generation - 2020 Vintage | Off-Peak | \$0.14485 | \$0.15688 | + \$0.01 |

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| TOU-PA-3-S <20kW | Summer | Generation - 2020 Vintage | Super Off-Peak | \$0.05148 | \$0.05722 | + \$0.01 |
| TOU-PA-3-S <20kW | Winter | Generation - 2020 Vintage | On-Peak | \$0.10470 | \$0.11402 | + \$0.01 |
| TOU-PA-3-S <20kW | Winter | Generation - 2020 Vintage | Off-Peak | \$0.04399 | \$0.04922 | + \$0.01 |
| TOU-PA-3-S <20kW | Winter | Generation - 2020 Vintage | Super Off-Peak | \$0.02637 | \$0.03041 | + \$0.01 |

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| TOU-PA-3-P <20kW | Summer | Generation - 2020 Vintage | On-Peak | \$0.29457 | \$0.31671 | + \$0.01 |
| TOU-PA-3-P <20kW | Summer | Generation - 2020 Vintage | Off-Peak | \$0.14399 | \$0.15596 | + \$0.01 |
| TOU-PA-3-P <20kW | Summer | Generation - 2020 Vintage | Super Off-Peak | \$0.05107 | \$0.05678 | + \$0.01 |
| TOU-PA-3-P <20kW | Winter | Generation - 2020 Vintage | On-Peak | \$0.10406 | \$0.11335 | + \$0.01 |
| TOU-PA-3-P <20kW | Winter | Generation - 2020 Vintage | Off-Peak | \$0.04367 | \$0.04887 | + \$0.01 |
| TOU-PA-3-P <20kW | Winter | Generation - 2020 Vintage | Super Off-Peak | \$0.02617 | \$0.03020 | + \$0.01 |

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| TOU-PA-3-S >=20kW | Summer | Demand - 2020 Vintage | On-Peak | \$2.82 | \$3.01 | |
| TOU-PA-3-S >=20kW | Summer | Generation - 2020 Vintage | On-Peak | \$0.26930 | \$0.28973 | + \$0.01 |
| TOU-PA-3-S >=20kW | Summer | Generation - 2020 Vintage | Off-Peak | \$0.12649 | \$0.13728 | + \$0.01 |
| TOU-PA-3-S >=20kW | Summer | Generation - 2020 Vintage | Super Off-Peak | \$0.04327 | \$0.04845 | + \$0.01 |
| TOU-PA-3-S >=20kW | Winter | Generation - 2020 Vintage | On-Peak | \$0.09839 | \$0.10729 | + \$0.01 |
| TOU-PA-3-S >=20kW | Winter | Generation - 2020 Vintage | Off-Peak | \$0.04045 | \$0.04544 | + \$0.01 |
| TOU-PA-3-S >=20kW | Winter | Generation - 2020 Vintage | Super Off-Peak | \$0.02363 | \$0.02749 | + \$0.01 |

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| TOU-PA-3-P >=20kW | Summer | Demand - 2020 Vintage | On-Peak | \$2.80 | \$2.99 | |
| TOU-PA-3-P >=20kW | Summer | Generation - 2020 Vintage | On-Peak | \$0.26786 | \$0.28819 | + \$0.01 |
| TOU-PA-3-P >=20kW | Summer | Generation - 2020 Vintage | Off-Peak | \$0.12573 | \$0.13648 | + \$0.01 |
| TOU-PA-3-P >=20kW | Summer | Generation - 2020 Vintage | Super Off-Peak | \$0.04289 | \$0.04805 | + \$0.01 |
| TOU-PA-3-P >=20kW | Winter | Generation - 2020 Vintage | On-Peak | \$0.09775 | \$0.10661 | + \$0.01 |
| TOU-PA-3-P >=20kW | Winter | Generation - 2020 Vintage | Off-Peak | \$0.04009 | \$0.04506 | + \$0.01 |
| TOU-PA-3-P >=20kW | Winter | Generation - 2020 Vintage | Super Off-Peak | \$0.02336 | \$0.02720 | + \$0.01 |

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| PA-T-1-S | Summer | Demand - 2020 Vintage | On-Peak | \$6.65 | \$7.10 | |
| PA-T-1-S | Summer | Generation - 2020 Vintage | On-Peak | \$0.13057 | \$0.14164 | + \$0.01 |
| PA-T-1-S | Summer | Generation - 2020 Vintage | Off-Peak | \$0.06576 | \$0.07246 | + \$0.01 |
| PA-T-1-S | Summer | Generation - 2020 Vintage | Super Off-Peak | \$0.05226 | \$0.05805 | + \$0.01 |
| PA-T-1-S | Winter | Generation - 2020 Vintage | On-Peak | \$0.14652 | \$0.15867 | + \$0.01 |
| PA-T-1-S | Winter | Generation - 2020 Vintage | Off-Peak | \$0.06744 | \$0.07425 | + \$0.01 |

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| PA-T-1-S | Winter | Generation - 2020 Vintage | Super Off-Peak | \$0.04449 | \$0.04976 | + \$0.01 |
| PA-T-1-P | Summer | Demand - 2020 Vintage | On-Peak | \$6.62 | \$7.06 | |
| PA-T-1-P | Summer | Generation - 2020 Vintage | On-Peak | \$0.12978 | \$0.14080 | + \$0.01 |
| PA-T-1-P | Summer | Generation - 2020 Vintage | Off-Peak | \$0.06530 | \$0.07197 | + \$0.01 |
| PA-T-1-P | Summer | Generation - 2020 Vintage | Super Off-Peak | \$0.05197 | \$0.05774 | + \$0.01 |
| PA-T-1-P | Winter | Generation - 2020 Vintage | On-Peak | \$0.14570 | \$0.15780 | + \$0.01 |
| PA-T-1-P | Winter | Generation - 2020 Vintage | Off-Peak | \$0.06702 | \$0.07381 | + \$0.01 |
| PA-T-1-P | Winter | Generation - 2020 Vintage | Super Off-Peak | \$0.04424 | \$0.04948 | + \$0.01 |
| PA-T-1-T | Summer | Demand - 2020 Vintage | On-Peak | \$6.33 | \$6.76 | |
| PA-T-1-T | Summer | Generation - 2020 Vintage | On-Peak | \$0.12277 | \$0.13332 | + \$0.01 |
| PA-T-1-T | Summer | Generation - 2020 Vintage | Off-Peak | \$0.06109 | \$0.06748 | + \$0.01 |
| PA-T-1-T | Summer | Generation - 2020 Vintage | Super Off-Peak | \$0.04852 | \$0.05406 | + \$0.01 |
| PA-T-1-T | Winter | Generation - 2020 Vintage | On-Peak | \$0.13814 | \$0.14973 | + \$0.01 |
| PA-T-1-T | Winter | Generation - 2020 Vintage | Off-Peak | \$0.06289 | \$0.06939 | + \$0.01 |
| PA-T-1-T | Winter | Generation - 2020 Vintage | Super Off-Peak | \$0.04110 | \$0.04613 | + \$0.01 |
| LS | All | Generation - 2020 Vintage | Total | \$0.07948 | \$0.08668 | + \$0.01 |
| OL-2 | All | Generation - 2020 Vintage | Total | \$0.07948 | \$0.08668 | + \$0.01 |
| LS-2-AD | Summer | Generation - 2020 Vintage | On-Peak | \$0.26704 | \$0.28689 | + \$0.01 |
| LS-2-AD | Summer | Generation - 2020 Vintage | Off-Peak | \$0.15152 | \$0.16358 | + \$0.01 |
| LS-2-AD | Summer | Generation - 2020 Vintage | Super Off-Peak | \$0.04867 | \$0.05379 | + \$0.01 |
| LS-2-AD | Winter | Generation - 2020 Vintage | On-Peak | \$0.12977 | \$0.14036 | + \$0.01 |
| LS-2-AD | Winter | Generation - 2020 Vintage | Off-Peak | \$0.06083 | \$0.06676 | + \$0.01 |
| LS-2-AD | Winter | Generation - 2020 Vintage | Super Off-Peak | \$0.04082 | \$0.04541 | + \$0.01 |
| G-TOU-M | Summer | Generation - 2020 Vintage | On-Peak | \$0.15684 | \$0.16935 | + \$0.01 |
| G-TOU-M | Summer | Generation - 2020 Vintage | Semi-Peak | \$0.15679 | \$0.16929 | + \$0.01 |
| G-TOU-M | Summer | Generation - 2020 Vintage | Off-Peak | \$0.15677 | \$0.16927 | + \$0.01 |
| G-TOU-M | Winter | Generation - 2020 Vintage | On-Peak | \$0.16531 | \$0.17840 | + \$0.01 |
| G-TOU-M | Winter | Generation - 2020 Vintage | Semi-Peak | \$0.06231 | \$0.06844 | + \$0.01 |

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| G-TOU-M | Winter | Generation - 2020 Vintage | Off-Peak | \$0.06229 | \$0.06842 | + \$0.01 |
| G-OL-TOU | Summer | Generation - 2020 Vintage | On-Peak | \$0.14391 | \$0.15588 | + \$0.01 |
| G-OL-TOU | Summer | Generation - 2020 Vintage | Semi-Peak | \$0.13303 | \$0.14426 | + \$0.01 |
| G-OL-TOU | Summer | Generation - 2020 Vintage | Off-Peak | \$0.12458 | \$0.13524 | + \$0.01 |
| G-OL-TOU | Winter | Generation - 2020 Vintage | On-Peak | \$0.33264 | \$0.35734 | + \$0.01 |
| G-OL-TOU | Winter | Generation - 2020 Vintage | Semi-Peak | \$0.13817 | \$0.14974 | + \$0.01 |
| G-OL-TOU | Winter | Generation - 2020 Vintage | Off-Peak | \$0.13815 | \$0.14973 | + \$0.01 |
| G-TOU-A-S | Summer | Generation - 2020 Vintage | On-Peak | \$0.30250 | \$0.32484 | + \$0.01 |
| G-TOU-A-S | Summer | Generation - 2020 Vintage | Semi-Peak | \$0.15939 | \$0.17207 | + \$0.01 |
| G-TOU-A-S | Summer | Generation - 2020 Vintage | Off-Peak | \$0.05677 | \$0.06253 | + \$0.01 |
| G-TOU-A-S | Winter | Generation - 2020 Vintage | On-Peak | \$0.16181 | \$0.17466 | + \$0.01 |
| G-TOU-A-S | Winter | Generation - 2020 Vintage | Semi-Peak | \$0.06066 | \$0.06668 | + \$0.01 |
| G-TOU-A-S | Winter | Generation - 2020 Vintage | Off-Peak | \$0.06065 | \$0.06667 | + \$0.01 |
| G-TOU-A-P | Summer | Generation - 2020 Vintage | On-Peak | \$0.30076 | \$0.32298 | + \$0.01 |
| G-TOU-A-P | Summer | Generation - 2020 Vintage | Semi-Peak | \$0.15840 | \$0.17102 | + \$0.01 |
| G-TOU-A-P | Summer | Generation - 2020 Vintage | Off-Peak | \$0.05632 | \$0.06205 | + \$0.01 |
| G-TOU-A-P | Winter | Generation - 2020 Vintage | On-Peak | \$0.16089 | \$0.17368 | + \$0.01 |
| G-TOU-A-P | Winter | Generation - 2020 Vintage | Semi-Peak | \$0.06027 | \$0.06627 | + \$0.01 |
| G-TOU-A-P | Winter | Generation - 2020 Vintage | Off-Peak | \$0.06025 | \$0.06625 | + \$0.01 |
| G-AL-TOU-S | Summer | Demand - 2020 Vintage | On-Peak | \$1.96 | \$2.09 | |
| G-AL-TOU-S | Summer | Generation - 2020 Vintage | On-Peak | \$0.10349 | \$0.11273 | + \$0.01 |
| G-AL-TOU-S | Summer | Generation - 2020 Vintage | Semi-Peak | \$0.10293 | \$0.11213 | + \$0.01 |
| G-AL-TOU-S | Summer | Generation - 2020 Vintage | Off-Peak | \$0.09697 | \$0.10576 | + \$0.01 |
| G-AL-TOU-S | Winter | Generation - 2020 Vintage | On-Peak | \$0.37138 | \$0.39869 | + \$0.01 |
| G-AL-TOU-S | Winter | Generation - 2020 Vintage | Semi-Peak | \$0.15633 | \$0.16913 | + \$0.01 |
| G-AL-TOU-S | Winter | Generation - 2020 Vintage | Off-Peak | \$0.15631 | \$0.16911 | + \$0.01 |
| G-AL-TOU-P | Summer | Demand - 2020 Vintage | On-Peak | \$1.95 | \$2.08 | |
| G-AL-TOU-P | Summer | Generation - 2020 Vintage | On-Peak | \$0.10277 | \$0.11196 | + \$0.01 |
| G-AL-TOU-P | Summer | Generation - 2020 Vintage | Semi-Peak | \$0.10222 | \$0.11137 | + \$0.01 |

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|------------|--------|---------------------------|-----------|-----------|-----------|----------|
| G-AL-TOU-P | Summer | Generation - 2020 Vintage | Off-Peak | \$0.09628 | \$0.10503 | + \$0.01 |
| G-AL-TOU-P | Winter | Generation - 2020 Vintage | On-Peak | \$0.36942 | \$0.39660 | + \$0.01 |
| G-AL-TOU-P | Winter | Generation - 2020 Vintage | Semi-Peak | \$0.15549 | \$0.16823 | + \$0.01 |
| G-AL-TOU-P | Winter | Generation - 2020 Vintage | Off-Peak | \$0.15547 | \$0.16821 | + \$0.01 |

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|------------|--------|---------------------------|-----------|-----------|-----------|----------|
| G-AL-TOU-T | Summer | Demand - 2020 Vintage | On-Peak | \$1.86 | \$1.98 | |
| G-AL-TOU-T | Summer | Generation - 2020 Vintage | On-Peak | \$0.09674 | \$0.10552 | + \$0.01 |
| G-AL-TOU-T | Summer | Generation - 2020 Vintage | Semi-Peak | \$0.09622 | \$0.10496 | + \$0.01 |
| G-AL-TOU-T | Summer | Generation - 2020 Vintage | Off-Peak | \$0.09053 | \$0.09889 | + \$0.01 |
| G-AL-TOU-T | Winter | Generation - 2020 Vintage | On-Peak | \$0.35215 | \$0.37817 | + \$0.01 |
| G-AL-TOU-T | Winter | Generation - 2020 Vintage | Semi-Peak | \$0.14763 | \$0.15984 | + \$0.01 |
| G-AL-TOU-T | Winter | Generation - 2020 Vintage | Off-Peak | \$0.14761 | \$0.15982 | + \$0.01 |

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|----------|--------|---------------------------|-----------|-----------|-----------|----------|
| G-DG-R-S | Summer | Generation - 2020 Vintage | On-Peak | \$0.14273 | \$0.15461 | + \$0.01 |
| G-DG-R-S | Summer | Generation - 2020 Vintage | Semi-Peak | \$0.13369 | \$0.14496 | + \$0.01 |
| G-DG-R-S | Summer | Generation - 2020 Vintage | Off-Peak | \$0.12458 | \$0.13524 | + \$0.01 |
| G-DG-R-S | Winter | Generation - 2020 Vintage | On-Peak | \$0.33264 | \$0.35734 | + \$0.01 |
| G-DG-R-S | Winter | Generation - 2020 Vintage | Semi-Peak | \$0.13817 | \$0.14974 | + \$0.01 |
| G-DG-R-S | Winter | Generation - 2020 Vintage | Off-Peak | \$0.13815 | \$0.14973 | + \$0.01 |

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|----------|--------|---------------------------|-----------|-----------|-----------|----------|
| G-DG-R-P | Summer | Generation - 2020 Vintage | On-Peak | \$0.14187 | \$0.15369 | + \$0.01 |
| G-DG-R-P | Summer | Generation - 2020 Vintage | Semi-Peak | \$0.13283 | \$0.14405 | + \$0.01 |
| G-DG-R-P | Summer | Generation - 2020 Vintage | Off-Peak | \$0.12376 | \$0.13436 | + \$0.01 |
| G-DG-R-P | Winter | Generation - 2020 Vintage | On-Peak | \$0.33087 | \$0.35545 | + \$0.01 |
| G-DG-R-P | Winter | Generation - 2020 Vintage | Semi-Peak | \$0.13741 | \$0.14894 | + \$0.01 |
| G-DG-R-P | Winter | Generation - 2020 Vintage | Off-Peak | \$0.13740 | \$0.14892 | + \$0.01 |

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|----------|--------|---------------------------|-----------|-----------|-----------|----------|
| G-DG-R-T | Summer | Generation - 2020 Vintage | On-Peak | \$0.13461 | \$0.14595 | + \$0.01 |
| G-DG-R-T | Summer | Generation - 2020 Vintage | Semi-Peak | \$0.12561 | \$0.13633 | + \$0.01 |
| G-DG-R-T | Summer | Generation - 2020 Vintage | Off-Peak | \$0.11678 | \$0.12691 | + \$0.01 |
| G-DG-R-T | Winter | Generation - 2020 Vintage | On-Peak | \$0.31525 | \$0.33878 | + \$0.01 |
| G-DG-R-T | Winter | Generation - 2020 Vintage | Semi-Peak | \$0.13031 | \$0.14135 | + \$0.01 |
| G-DG-R-T | Winter | Generation - 2020 Vintage | Off-Peak | \$0.13029 | \$0.14133 | + \$0.01 |

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|------------|--------|---------------------------|-----------|-----------|-----------|----------|
| G-A6-TOU-P | Summer | Demand - 2020 Vintage | Total | \$1.95 | \$2.08 | |
| G-A6-TOU-P | Summer | Generation - 2020 Vintage | On-Peak | \$0.10277 | \$0.11196 | + \$0.01 |
| G-A6-TOU-P | Summer | Generation - 2020 Vintage | Semi-Peak | \$0.10222 | \$0.11137 | + \$0.01 |
| G-A6-TOU-P | Summer | Generation - 2020 Vintage | Off-Peak | \$0.09628 | \$0.10503 | + \$0.01 |
| G-A6-TOU-P | Winter | Generation - 2020 Vintage | On-Peak | \$0.36942 | \$0.39660 | + \$0.01 |
| G-A6-TOU-P | Winter | Generation - 2020 Vintage | Semi-Peak | \$0.15549 | \$0.16823 | + \$0.01 |
| G-A6-TOU-P | Winter | Generation - 2020 Vintage | Off-Peak | \$0.15547 | \$0.16821 | + \$0.01 |

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|------------|--------|---------------------------|-----------|-----------|-----------|----------|
| G-A6-TOU-T | Summer | Demand - 2020 Vintage | Total | \$1.86 | \$1.98 | |
| G-A6-TOU-T | Summer | Generation - 2020 Vintage | On-Peak | \$0.09674 | \$0.10552 | + \$0.01 |
| G-A6-TOU-T | Summer | Generation - 2020 Vintage | Semi-Peak | \$0.09622 | \$0.10496 | + \$0.01 |
| G-A6-TOU-T | Summer | Generation - 2020 Vintage | Off-Peak | \$0.09053 | \$0.09889 | + \$0.01 |
| G-A6-TOU-T | Winter | Generation - 2020 Vintage | On-Peak | \$0.35215 | \$0.37817 | + \$0.01 |
| G-A6-TOU-T | Winter | Generation - 2020 Vintage | Semi-Peak | \$0.14763 | \$0.15984 | + \$0.01 |
| G-A6-TOU-T | Winter | Generation - 2020 Vintage | Off-Peak | \$0.14761 | \$0.15982 | + \$0.01 |

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|------------|--------|---------------------------|-----------|-----------|-----------|----------|
| G-PA-T-1-S | Summer | Demand - 2020 Vintage | On-Peak | \$0.67 | \$0.71 | |
| G-PA-T-1-S | Summer | Generation - 2020 Vintage | On-Peak | \$0.06005 | \$0.06637 | + \$0.01 |
| G-PA-T-1-S | Summer | Generation - 2020 Vintage | Semi-Peak | \$0.05982 | \$0.06612 | + \$0.01 |
| G-PA-T-1-S | Summer | Generation - 2020 Vintage | Off-Peak | \$0.05603 | \$0.06207 | + \$0.01 |
| G-PA-T-1-S | Winter | Generation - 2020 Vintage | On-Peak | \$0.22910 | \$0.24682 | + \$0.01 |
| G-PA-T-1-S | Winter | Generation - 2020 Vintage | Semi-Peak | \$0.08959 | \$0.09790 | + \$0.01 |
| G-PA-T-1-S | Winter | Generation - 2020 Vintage | Off-Peak | \$0.08957 | \$0.09788 | + \$0.01 |

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|------------|--------|---------------------------|-----------|-----------|-----------|----------|
| G-PA-T-1-P | Summer | Demand - 2020 Vintage | On-Peak | \$0.67 | \$0.71 | |
| G-PA-T-1-P | Summer | Generation - 2020 Vintage | On-Peak | \$0.05464 | \$0.06059 | + \$0.01 |
| G-PA-T-1-P | Summer | Generation - 2020 Vintage | Semi-Peak | \$0.05441 | \$0.06034 | + \$0.01 |
| G-PA-T-1-P | Summer | Generation - 2020 Vintage | Off-Peak | \$0.05063 | \$0.05631 | + \$0.01 |
| G-PA-T-1-P | Winter | Generation - 2020 Vintage | On-Peak | \$0.22784 | \$0.24547 | + \$0.01 |
| G-PA-T-1-P | Winter | Generation - 2020 Vintage | Semi-Peak | \$0.08905 | \$0.09732 | + \$0.01 |
| G-PA-T-1-P | Winter | Generation - 2020 Vintage | Off-Peak | \$0.08903 | \$0.09730 | + \$0.01 |

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|------------|--------|---------------------------|---------|-----------|-----------|----------|
| G-PA-T-1-T | Summer | Demand - 2020 Vintage | On-Peak | \$0.64 | \$0.68 | |
| G-PA-T-1-T | Summer | Generation - 2020 Vintage | On-Peak | \$0.05544 | \$0.06144 | + \$0.01 |

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| G-PA-T-1-T | Summer | Generation - 2020 Vintage | Semi-Peak | \$0.05523 | \$0.06121 | + \$0.01 |
| G-PA-T-1-T | Summer | Generation - 2020 Vintage | Off-Peak | \$0.05161 | \$0.05735 | + \$0.01 |
| G-PA-T-1-T | Winter | Generation - 2020 Vintage | On-Peak | \$0.22635 | \$0.24388 | + \$0.01 |
| G-PA-T-1-T | Winter | Generation - 2020 Vintage | Semi-Peak | \$0.08840 | \$0.09662 | + \$0.01 |
| G-PA-T-1-T | Winter | Generation - 2020 Vintage | Off-Peak | \$0.08838 | \$0.09661 | + \$0.01 |

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|-------------------|--------|---------------------------|-----------|-----------|-----------|----------|
| G-TOU-PA-S < 20kW | Summer | Generation - 2020 Vintage | On-Peak | \$0.33899 | \$0.36412 | + \$0.01 |
| G-TOU-PA-S < 20kW | Summer | Generation - 2020 Vintage | Semi-Peak | \$0.13339 | \$0.14465 | + \$0.01 |
| G-TOU-PA-S < 20kW | Summer | Generation - 2020 Vintage | Off-Peak | \$0.06252 | \$0.06900 | + \$0.01 |
| G-TOU-PA-S < 20kW | Winter | Generation - 2020 Vintage | On-Peak | \$0.12956 | \$0.14056 | + \$0.01 |
| G-TOU-PA-S < 20kW | Winter | Generation - 2020 Vintage | Semi-Peak | \$0.04293 | \$0.04809 | + \$0.01 |
| G-TOU-PA-S < 20kW | Winter | Generation - 2020 Vintage | Off-Peak | \$0.04291 | \$0.04807 | + \$0.01 |

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|-------------------|--------|---------------------------|-----------|-----------|-----------|----------|
| G-TOU-PA-P < 20kW | Summer | Generation - 2020 Vintage | On-Peak | \$0.33703 | \$0.36204 | + \$0.01 |
| G-TOU-PA-P < 20kW | Summer | Generation - 2020 Vintage | Semi-Peak | \$0.13252 | \$0.14372 | + \$0.01 |
| G-TOU-PA-P < 20kW | Summer | Generation - 2020 Vintage | Off-Peak | \$0.06202 | \$0.06846 | + \$0.01 |
| G-TOU-PA-P < 20kW | Winter | Generation - 2020 Vintage | On-Peak | \$0.12870 | \$0.13965 | + \$0.01 |
| G-TOU-PA-P < 20kW | Winter | Generation - 2020 Vintage | Semi-Peak | \$0.04253 | \$0.04766 | + \$0.01 |
| G-TOU-PA-P < 20kW | Winter | Generation - 2020 Vintage | Off-Peak | \$0.04251 | \$0.04764 | + \$0.01 |

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|--------------------|--------|---------------------------|-----------|-----------|-----------|----------|
| G-TOU-PA-S >= 20kW | Summer | Demand - 2020 Vintage | On-Peak | \$1.06 | \$1.13 | |
| G-TOU-PA-S >= 20kW | Summer | Generation - 2020 Vintage | On-Peak | \$0.06695 | \$0.07373 | + \$0.01 |
| G-TOU-PA-S >= 20kW | Summer | Generation - 2020 Vintage | Semi-Peak | \$0.06589 | \$0.07260 | + \$0.01 |
| G-TOU-PA-S >= 20kW | Summer | Generation - 2020 Vintage | Off-Peak | \$0.06022 | \$0.06655 | + \$0.01 |
| G-TOU-PA-S >= 20kW | Winter | Generation - 2020 Vintage | On-Peak | \$0.25055 | \$0.26972 | + \$0.01 |
| G-TOU-PA-S >= 20kW | Winter | Generation - 2020 Vintage | Semi-Peak | \$0.09964 | \$0.10862 | + \$0.01 |
| G-TOU-PA-S >= 20kW | Winter | Generation - 2020 Vintage | Off-Peak | \$0.09962 | \$0.10860 | + \$0.01 |

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| G-TOU-PA-P >= 20kW | Summer | Demand - 2020 Vintage | On-Peak | \$1.06 | \$1.13 | |
| G-TOU-PA-P >= 20kW | Summer | Generation - 2020 Vintage | On-Peak | \$0.06645 | \$0.07319 | + \$0.01 |
| G-TOU-PA-P >= 20kW | Summer | Generation - 2020 Vintage | Semi-Peak | \$0.06539 | \$0.07206 | + \$0.01 |
| G-TOU-PA-P >= 20kW | Summer | Generation - 2020 Vintage | Off-Peak | \$0.05988 | \$0.06619 | + \$0.01 |
| G-TOU-PA-P >= 20kW | Winter | Generation - 2020 Vintage | On-Peak | \$0.24917 | \$0.26824 | + \$0.01 |
| G-TOU-PA-P >= 20kW | Winter | Generation - 2020 Vintage | Semi-Peak | \$0.09905 | \$0.10799 | + \$0.01 |

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| G-TOU-PA-P >= 20kW | Winter | Generation - 2020 Vintage | Off-Peak | \$0.09903 | \$0.10798 | + \$0.01 |
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|---------|--------|---------------------------|----------------|-----------|-----------|----------|
| EV-HP-S | Summer | Demand - 2020 Vintage | On-Peak | \$8.12 | \$8.67 | |
| EV-HP-S | Summer | Generation - 2020 Vintage | On-Peak | \$0.08337 | \$0.09125 | + \$0.01 |
| EV-HP-S | Summer | Generation - 2020 Vintage | Off-Peak | \$0.03695 | \$0.04170 | + \$0.01 |
| EV-HP-S | Summer | Generation - 2020 Vintage | Super Off-Peak | \$0.02806 | \$0.03221 | + \$0.01 |
| EV-HP-S | Winter | Generation - 2020 Vintage | On-Peak | \$0.09557 | \$0.10427 | + \$0.01 |
| EV-HP-S | Winter | Generation - 2020 Vintage | Off-Peak | \$0.03893 | \$0.04380 | + \$0.01 |
| EV-HP-S | Winter | Generation - 2020 Vintage | Super Off-Peak | \$0.02249 | \$0.02625 | + \$0.01 |

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|---------|--------|---------------------------|----------------|-----------|-----------|----------|
| EV-HP-P | Summer | Demand - 2020 Vintage | On-Peak | \$8.08 | \$8.63 | |
| EV-HP-P | Summer | Generation - 2020 Vintage | On-Peak | \$0.08280 | \$0.09064 | + \$0.01 |
| EV-HP-P | Summer | Generation - 2020 Vintage | Off-Peak | \$0.03662 | \$0.04135 | + \$0.01 |
| EV-HP-P | Summer | Generation - 2020 Vintage | Super Off-Peak | \$0.02785 | \$0.03198 | + \$0.01 |
| EV-HP-P | Winter | Generation - 2020 Vintage | On-Peak | \$0.09498 | \$0.10364 | + \$0.01 |
| EV-HP-P | Winter | Generation - 2020 Vintage | Off-Peak | \$0.03862 | \$0.04348 | + \$0.01 |
| EV-HP-P | Winter | Generation - 2020 Vintage | Super Off-Peak | \$0.02231 | \$0.02606 | + \$0.01 |

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|----------|--------|---------------------------|----------------|-----------|-----------|----------|
| TOU-ELEC | Summer | Generation - 2020 Vintage | On-Peak | \$0.37075 | \$0.39819 | + \$0.01 |
| TOU-ELEC | Summer | Generation - 2020 Vintage | Off-Peak | \$0.07926 | \$0.08704 | + \$0.01 |
| TOU-ELEC | Summer | Generation - 2020 Vintage | Super Off-Peak | \$0.04090 | \$0.04609 | + \$0.01 |
| TOU-ELEC | Winter | Generation - 2020 Vintage | On-Peak | \$0.18043 | \$0.19504 | + \$0.01 |
| TOU-ELEC | Winter | Generation - 2020 Vintage | Off-Peak | \$0.06883 | \$0.07590 | + \$0.01 |
| TOU-ELEC | Winter | Generation - 2020 Vintage | Super Off-Peak | \$0.03395 | \$0.03867 | + \$0.01 |

| CCA Rate Name | Season | Charge Type | Time of Use Period | PowerBase | PowerOn | Power100 (\$/kWh) |
|---------------|--------|---------------------------|--------------------|-----------|-----------|-------------------|
| DR | Summer | Generation - 2021 Vintage | Total | \$0.12710 | \$0.13808 | + \$0.01 |
| DR | Winter | Generation - 2021 Vintage | Total | \$0.12710 | \$0.13808 | + \$0.01 |

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|----------|--------|---------------------------|-------|-----------|-----------|----------|
| DR-LI-MB | Summer | Generation - 2021 Vintage | Total | \$0.12710 | \$0.13808 | + \$0.01 |
| DR-LI-MB | Winter | Generation - 2021 Vintage | Total | \$0.12710 | \$0.13808 | + \$0.01 |

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|----------|--------|---------------------------|-------|-----------|-----------|----------|
| E-LI-TOU | Summer | Generation - 2021 Vintage | Total | \$0.06233 | \$0.06842 | + \$0.01 |
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|----------|--------|---------------------------|----------------|-----------|-----------|----------|
| E-LI-TOU | Winter | Generation - 2021 Vintage | Total | \$0.05924 | \$0.06512 | + \$0.01 |
| E-LI-NR | Summer | Generation - 2021 Vintage | Total | \$0.07369 | \$0.08086 | + \$0.01 |
| E-LI-NR | Winter | Generation - 2021 Vintage | Total | \$0.07005 | \$0.07696 | + \$0.01 |
| DR-SES | Summer | Generation - 2021 Vintage | On-Peak | \$0.38298 | \$0.41123 | + \$0.01 |
| DR-SES | Summer | Generation - 2021 Vintage | Off-Peak | \$0.11853 | \$0.12893 | + \$0.01 |
| DR-SES | Summer | Generation - 2021 Vintage | Super Off-Peak | \$0.03696 | \$0.04185 | + \$0.01 |
| DR-SES | Winter | Generation - 2021 Vintage | On-Peak | \$0.14237 | \$0.15438 | + \$0.01 |
| DR-SES | Winter | Generation - 2021 Vintage | Off-Peak | \$0.09205 | \$0.10067 | + \$0.01 |
| DR-SES | Winter | Generation - 2021 Vintage | Super Off-Peak | \$0.03039 | \$0.03485 | + \$0.01 |
| EV-TOU | Summer | Generation - 2021 Vintage | On-Peak | \$0.38298 | \$0.41123 | + \$0.01 |
| EV-TOU | Summer | Generation - 2021 Vintage | Off-Peak | \$0.11853 | \$0.12893 | + \$0.01 |
| EV-TOU | Summer | Generation - 2021 Vintage | Super Off-Peak | \$0.03696 | \$0.04185 | + \$0.01 |
| EV-TOU | Winter | Generation - 2021 Vintage | On-Peak | \$0.14237 | \$0.15438 | + \$0.01 |
| EV-TOU | Winter | Generation - 2021 Vintage | Off-Peak | \$0.09205 | \$0.10067 | + \$0.01 |
| EV-TOU | Winter | Generation - 2021 Vintage | Super Off-Peak | \$0.03039 | \$0.03485 | + \$0.01 |
| EV-TOU-2 | Summer | Generation - 2021 Vintage | On-Peak | \$0.38298 | \$0.41123 | + \$0.01 |
| EV-TOU-2 | Summer | Generation - 2021 Vintage | Off-Peak | \$0.11853 | \$0.12893 | + \$0.01 |
| EV-TOU-2 | Summer | Generation - 2021 Vintage | Super Off-Peak | \$0.03696 | \$0.04185 | + \$0.01 |
| EV-TOU-2 | Winter | Generation - 2021 Vintage | On-Peak | \$0.14237 | \$0.15438 | + \$0.01 |
| EV-TOU-2 | Winter | Generation - 2021 Vintage | Off-Peak | \$0.09205 | \$0.10067 | + \$0.01 |
| EV-TOU-2 | Winter | Generation - 2021 Vintage | Super Off-Peak | \$0.03039 | \$0.03485 | + \$0.01 |
| EV-TOU-5 | Summer | Generation - 2021 Vintage | On-Peak | \$0.38298 | \$0.41123 | + \$0.01 |
| EV-TOU-5 | Summer | Generation - 2021 Vintage | Off-Peak | \$0.11853 | \$0.12893 | + \$0.01 |
| EV-TOU-5 | Summer | Generation - 2021 Vintage | Super Off-Peak | \$0.03696 | \$0.04185 | + \$0.01 |
| EV-TOU-5 | Winter | Generation - 2021 Vintage | On-Peak | \$0.14237 | \$0.15438 | + \$0.01 |
| EV-TOU-5 | Winter | Generation - 2021 Vintage | Off-Peak | \$0.09205 | \$0.10067 | + \$0.01 |
| EV-TOU-5 | Winter | Generation - 2021 Vintage | Super Off-Peak | \$0.03039 | \$0.03485 | + \$0.01 |
| TOU-DR-1 | Summer | Generation - 2021 Vintage | On-Peak | \$0.27528 | \$0.29626 | + \$0.01 |

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|----------|--------|---------------------------|----------------|-----------|-----------|----------|
| TOU-DR-1 | Summer | Generation - 2021 Vintage | Off-Peak | \$0.07884 | \$0.08656 | + \$0.01 |
| TOU-DR-1 | Summer | Generation - 2021 Vintage | Super Off-Peak | \$0.01000 | \$0.01000 | + \$0.01 |
| TOU-DR-1 | Winter | Generation - 2021 Vintage | On-Peak | \$0.20901 | \$0.22551 | + \$0.01 |
| TOU-DR-1 | Winter | Generation - 2021 Vintage | Off-Peak | \$0.13627 | \$0.14787 | + \$0.01 |
| TOU-DR-1 | Winter | Generation - 2021 Vintage | Super Off-Peak | \$0.05548 | \$0.06163 | + \$0.01 |

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|----------|--------|---------------------------|----------|-----------|-----------|----------|
| TOU-DR-2 | Summer | Generation - 2021 Vintage | On-Peak | \$0.27528 | \$0.29626 | + \$0.01 |
| TOU-DR-2 | Summer | Generation - 2021 Vintage | Off-Peak | \$0.03949 | \$0.04455 | + \$0.01 |
| TOU-DR-2 | Winter | Generation - 2021 Vintage | On-Peak | \$0.20901 | \$0.22551 | + \$0.01 |
| TOU-DR-2 | Winter | Generation - 2021 Vintage | Off-Peak | \$0.08707 | \$0.09534 | + \$0.01 |

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|--------|--------|---------------------------|----------------|-----------|-----------|----------|
| TOU-DR | Summer | Generation - 2021 Vintage | On-Peak | \$0.16823 | \$0.18199 | + \$0.01 |
| TOU-DR | Summer | Generation - 2021 Vintage | Off-Peak | \$0.11582 | \$0.12604 | + \$0.01 |
| TOU-DR | Summer | Generation - 2021 Vintage | Super Off-Peak | \$0.06642 | \$0.07330 | + \$0.01 |
| TOU-DR | Winter | Generation - 2021 Vintage | On-Peak | \$0.20880 | \$0.22530 | + \$0.01 |
| TOU-DR | Winter | Generation - 2021 Vintage | Off-Peak | \$0.13613 | \$0.14771 | + \$0.01 |
| TOU-DR | Winter | Generation - 2021 Vintage | Super Off-Peak | \$0.05540 | \$0.06154 | + \$0.01 |

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|---------|--------|---------------------------|----------|-----------|-----------|----------|
| TOU-A-S | Summer | Generation - 2021 Vintage | On-Peak | \$0.26040 | \$0.27985 | + \$0.01 |
| TOU-A-S | Summer | Generation - 2021 Vintage | Off-Peak | \$0.13139 | \$0.14214 | + \$0.01 |
| TOU-A-S | Winter | Generation - 2021 Vintage | On-Peak | \$0.14266 | \$0.15417 | + \$0.01 |
| TOU-A-S | Winter | Generation - 2021 Vintage | Off-Peak | \$0.05522 | \$0.06083 | + \$0.01 |

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|---------|--------|---------------------------|----------|-----------|-----------|----------|
| TOU-A-P | Summer | Generation - 2021 Vintage | On-Peak | \$0.25896 | \$0.27832 | + \$0.01 |
| TOU-A-P | Summer | Generation - 2021 Vintage | Off-Peak | \$0.13060 | \$0.14129 | + \$0.01 |
| TOU-A-P | Winter | Generation - 2021 Vintage | On-Peak | \$0.14185 | \$0.15331 | + \$0.01 |
| TOU-A-P | Winter | Generation - 2021 Vintage | Off-Peak | \$0.05491 | \$0.06049 | + \$0.01 |

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|-----------|--------|---------------------------|----------------|-----------|-----------|----------|
| TOU-A-2-S | Summer | Generation - 2021 Vintage | On-Peak | \$0.36581 | \$0.39238 | + \$0.01 |
| TOU-A-2-S | Summer | Generation - 2021 Vintage | Off-Peak | \$0.10609 | \$0.11513 | + \$0.01 |
| TOU-A-2-S | Summer | Generation - 2021 Vintage | Super Off-Peak | \$0.04689 | \$0.05193 | + \$0.01 |
| TOU-A-2-S | Winter | Generation - 2021 Vintage | On-Peak | \$0.12906 | \$0.13965 | + \$0.01 |
| TOU-A-2-S | Winter | Generation - 2021 Vintage | Off-Peak | \$0.06012 | \$0.06605 | + \$0.01 |
| TOU-A-2-S | Winter | Generation - 2021 Vintage | Super Off-Peak | \$0.04011 | \$0.04470 | + \$0.01 |

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|-----------|--------|---------------------------|----------------|-----------|-----------|----------|
| TOU-A-2-P | Summer | Generation - 2021 Vintage | On-Peak | \$0.36391 | \$0.39035 | + \$0.01 |
| TOU-A-2-P | Summer | Generation - 2021 Vintage | Off-Peak | \$0.10548 | \$0.11448 | + \$0.01 |
| TOU-A-2-P | Summer | Generation - 2021 Vintage | Super Off-Peak | \$0.04664 | \$0.05167 | + \$0.01 |
| TOU-A-2-P | Winter | Generation - 2021 Vintage | On-Peak | \$0.12834 | \$0.13888 | + \$0.01 |
| TOU-A-2-P | Winter | Generation - 2021 Vintage | Off-Peak | \$0.05975 | \$0.06567 | + \$0.01 |
| TOU-A-2-P | Winter | Generation - 2021 Vintage | Super Off-Peak | \$0.03989 | \$0.04446 | + \$0.01 |

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|-----------|--------|---------------------------|----------------|-----------|-----------|----------|
| TOU-A-3-S | Summer | Generation - 2021 Vintage | On-Peak | \$0.26633 | \$0.28618 | + \$0.01 |
| TOU-A-3-S | Summer | Generation - 2021 Vintage | Off-Peak | \$0.15081 | \$0.16287 | + \$0.01 |
| TOU-A-3-S | Summer | Generation - 2021 Vintage | Super Off-Peak | \$0.04796 | \$0.05308 | + \$0.01 |
| TOU-A-3-S | Winter | Generation - 2021 Vintage | On-Peak | \$0.12906 | \$0.13965 | + \$0.01 |
| TOU-A-3-S | Winter | Generation - 2021 Vintage | Off-Peak | \$0.06012 | \$0.06605 | + \$0.01 |
| TOU-A-3-S | Winter | Generation - 2021 Vintage | Super Off-Peak | \$0.04011 | \$0.04470 | + \$0.01 |

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|-----------|--------|---------------------------|----------------|-----------|-----------|----------|
| TOU-A-3-P | Summer | Generation - 2021 Vintage | On-Peak | \$0.26491 | \$0.28467 | + \$0.01 |
| TOU-A-3-P | Summer | Generation - 2021 Vintage | Off-Peak | \$0.14995 | \$0.16195 | + \$0.01 |
| TOU-A-3-P | Summer | Generation - 2021 Vintage | Super Off-Peak | \$0.04759 | \$0.05268 | + \$0.01 |
| TOU-A-3-P | Winter | Generation - 2021 Vintage | On-Peak | \$0.12834 | \$0.13888 | + \$0.01 |
| TOU-A-3-P | Winter | Generation - 2021 Vintage | Off-Peak | \$0.05975 | \$0.06567 | + \$0.01 |
| TOU-A-3-P | Winter | Generation - 2021 Vintage | Super Off-Peak | \$0.03989 | \$0.04446 | + \$0.01 |

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|------|--------|---------------------------|-------|-----------|-----------|----------|
| A-TC | Summer | Generation - 2021 Vintage | Total | \$0.06608 | \$0.07242 | + \$0.01 |
| A-TC | Winter | Generation - 2021 Vintage | Total | \$0.06608 | \$0.07242 | + \$0.01 |

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|-------|--------|---------------------------|----------------|-----------|-----------|----------|
| TOU-M | Summer | Generation - 2021 Vintage | On-Peak | \$0.36582 | \$0.39239 | + \$0.01 |
| TOU-M | Summer | Generation - 2021 Vintage | Off-Peak | \$0.10609 | \$0.11513 | + \$0.01 |
| TOU-M | Summer | Generation - 2021 Vintage | Super Off-Peak | \$0.04690 | \$0.05194 | + \$0.01 |
| TOU-M | Winter | Generation - 2021 Vintage | On-Peak | \$0.12906 | \$0.13965 | + \$0.01 |
| TOU-M | Winter | Generation - 2021 Vintage | Off-Peak | \$0.06012 | \$0.06605 | + \$0.01 |
| TOU-M | Winter | Generation - 2021 Vintage | Super Off-Peak | \$0.04011 | \$0.04470 | + \$0.01 |

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|--------|--------|---------------------------|----------|-----------|-----------|----------|
| OL-TOU | Summer | Generation - 2021 Vintage | On-Peak | \$0.51971 | \$0.55697 | + \$0.01 |
| OL-TOU | Summer | Generation - 2021 Vintage | Off-Peak | \$0.15998 | \$0.17297 | + \$0.01 |

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|--------|--------|---------------------------|----------------|-----------|-----------|----------|
| OL-TOU | Summer | Generation - 2021 Vintage | Super Off-Peak | \$0.06211 | \$0.06849 | + \$0.01 |
| OL-TOU | Winter | Generation - 2021 Vintage | On-Peak | \$0.16605 | \$0.17945 | + \$0.01 |
| OL-TOU | Winter | Generation - 2021 Vintage | Off-Peak | \$0.07884 | \$0.08635 | + \$0.01 |
| OL-TOU | Winter | Generation - 2021 Vintage | Super Off-Peak | \$0.05354 | \$0.05934 | + \$0.01 |

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|----------|--------|---------------------------|----------------|-----------|-----------|----------|
| AL-TOU-S | Summer | Demand - 2021 Vintage | On-Peak | \$16.50 | \$17.62 | |
| AL-TOU-S | Summer | Generation - 2021 Vintage | On-Peak | \$0.20396 | \$0.21991 | + \$0.01 |
| AL-TOU-S | Summer | Generation - 2021 Vintage | Off-Peak | \$0.11081 | \$0.12048 | + \$0.01 |
| AL-TOU-S | Summer | Generation - 2021 Vintage | Super Off-Peak | \$0.09050 | \$0.09879 | + \$0.01 |
| AL-TOU-S | Winter | Generation - 2021 Vintage | On-Peak | \$0.22564 | \$0.24306 | + \$0.01 |
| AL-TOU-S | Winter | Generation - 2021 Vintage | Off-Peak | \$0.11225 | \$0.12201 | + \$0.01 |
| AL-TOU-S | Winter | Generation - 2021 Vintage | Super Off-Peak | \$0.07935 | \$0.08689 | + \$0.01 |

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|----------|--------|---------------------------|----------------|-----------|-----------|----------|
| AL-TOU-P | Summer | Demand - 2021 Vintage | On-Peak | \$16.42 | \$17.53 | |
| AL-TOU-P | Summer | Generation - 2021 Vintage | On-Peak | \$0.20282 | \$0.21870 | + \$0.01 |
| AL-TOU-P | Summer | Generation - 2021 Vintage | Off-Peak | \$0.11015 | \$0.11977 | + \$0.01 |
| AL-TOU-P | Summer | Generation - 2021 Vintage | Super Off-Peak | \$0.09008 | \$0.09835 | + \$0.01 |
| AL-TOU-P | Winter | Generation - 2021 Vintage | On-Peak | \$0.22446 | \$0.24180 | + \$0.01 |
| AL-TOU-P | Winter | Generation - 2021 Vintage | Off-Peak | \$0.11165 | \$0.12137 | + \$0.01 |
| AL-TOU-P | Winter | Generation - 2021 Vintage | Super Off-Peak | \$0.07898 | \$0.08650 | + \$0.01 |

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|----------|--------|---------------------------|----------------|-----------|-----------|----------|
| AL-TOU-T | Summer | Demand - 2021 Vintage | On-Peak | \$15.71 | \$16.77 | |
| AL-TOU-T | Summer | Generation - 2021 Vintage | On-Peak | \$0.19273 | \$0.20792 | + \$0.01 |
| AL-TOU-T | Summer | Generation - 2021 Vintage | Off-Peak | \$0.10407 | \$0.11329 | + \$0.01 |
| AL-TOU-T | Summer | Generation - 2021 Vintage | Super Off-Peak | \$0.08514 | \$0.09307 | + \$0.01 |
| AL-TOU-T | Winter | Generation - 2021 Vintage | On-Peak | \$0.21363 | \$0.23024 | + \$0.01 |
| AL-TOU-T | Winter | Generation - 2021 Vintage | Off-Peak | \$0.10574 | \$0.11506 | + \$0.01 |
| AL-TOU-T | Winter | Generation - 2021 Vintage | Super Off-Peak | \$0.07449 | \$0.08171 | + \$0.01 |

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|------------|--------|---------------------------|----------------|-----------|-----------|----------|
| AL-TOU-2-S | Summer | Demand - 2021 Vintage | On-Peak | \$29.29 | \$31.26 | |
| AL-TOU-2-S | Summer | Generation - 2021 Vintage | On-Peak | \$0.18215 | \$0.19663 | + \$0.01 |
| AL-TOU-2-S | Summer | Generation - 2021 Vintage | Off-Peak | \$0.09775 | \$0.10654 | + \$0.01 |
| AL-TOU-2-S | Summer | Generation - 2021 Vintage | Super Off-Peak | \$0.07889 | \$0.08640 | + \$0.01 |
| AL-TOU-2-S | Winter | Generation - 2021 Vintage | On-Peak | \$0.20127 | \$0.21705 | + \$0.01 |

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|------------|--------|---------------------------|----------------|-----------|-----------|----------|
| AL-TOU-2-S | Winter | Generation - 2021 Vintage | Off-Peak | \$0.09858 | \$0.10742 | + \$0.01 |
| AL-TOU-2-S | Winter | Generation - 2021 Vintage | Super Off-Peak | \$0.06879 | \$0.07563 | + \$0.01 |

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|------------|--------|---------------------------|----------------|-----------|-----------|----------|
| AL-TOU-2-P | Summer | Demand - 2021 Vintage | On-Peak | \$29.15 | \$31.12 | |
| AL-TOU-2-P | Summer | Generation - 2021 Vintage | On-Peak | \$0.18112 | \$0.19553 | + \$0.01 |
| AL-TOU-2-P | Summer | Generation - 2021 Vintage | Off-Peak | \$0.09715 | \$0.10589 | + \$0.01 |
| AL-TOU-2-P | Summer | Generation - 2021 Vintage | Super Off-Peak | \$0.07850 | \$0.08599 | + \$0.01 |
| AL-TOU-2-P | Winter | Generation - 2021 Vintage | On-Peak | \$0.20020 | \$0.21590 | + \$0.01 |
| AL-TOU-2-P | Winter | Generation - 2021 Vintage | Off-Peak | \$0.09804 | \$0.10684 | + \$0.01 |
| AL-TOU-2-P | Winter | Generation - 2021 Vintage | Super Off-Peak | \$0.06846 | \$0.07527 | + \$0.01 |

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|------------|--------|---------------------------|----------------|-----------|-----------|----------|
| AL-TOU-2-T | Summer | Demand - 2021 Vintage | On-Peak | \$27.90 | \$29.78 | |
| AL-TOU-2-T | Summer | Generation - 2021 Vintage | On-Peak | \$0.17195 | \$0.18574 | + \$0.01 |
| AL-TOU-2-T | Summer | Generation - 2021 Vintage | Off-Peak | \$0.09164 | \$0.10001 | + \$0.01 |
| AL-TOU-2-T | Summer | Generation - 2021 Vintage | Super Off-Peak | \$0.07403 | \$0.08122 | + \$0.01 |
| AL-TOU-2-T | Winter | Generation - 2021 Vintage | On-Peak | \$0.19039 | \$0.20543 | + \$0.01 |
| AL-TOU-2-T | Winter | Generation - 2021 Vintage | Off-Peak | \$0.09268 | \$0.10113 | + \$0.01 |
| AL-TOU-2-T | Winter | Generation - 2021 Vintage | Super Off-Peak | \$0.06439 | \$0.07093 | + \$0.01 |

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|--------|--------|---------------------------|----------------|-----------|-----------|----------|
| DG-R-S | Summer | Generation - 2021 Vintage | On-Peak | \$0.51872 | \$0.55591 | + \$0.01 |
| DG-R-S | Summer | Generation - 2021 Vintage | Off-Peak | \$0.16053 | \$0.17356 | + \$0.01 |
| DG-R-S | Summer | Generation - 2021 Vintage | Super Off-Peak | \$0.06211 | \$0.06849 | + \$0.01 |
| DG-R-S | Winter | Generation - 2021 Vintage | On-Peak | \$0.16605 | \$0.17945 | + \$0.01 |
| DG-R-S | Winter | Generation - 2021 Vintage | Off-Peak | \$0.07884 | \$0.08635 | + \$0.01 |
| DG-R-S | Winter | Generation - 2021 Vintage | Super Off-Peak | \$0.05354 | \$0.05934 | + \$0.01 |

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|--------|--------|---------------------------|----------------|-----------|-----------|----------|
| DG-R-P | Summer | Generation - 2021 Vintage | On-Peak | \$0.51610 | \$0.55312 | + \$0.01 |
| DG-R-P | Summer | Generation - 2021 Vintage | Off-Peak | \$0.15965 | \$0.17262 | + \$0.01 |
| DG-R-P | Summer | Generation - 2021 Vintage | Super Off-Peak | \$0.06179 | \$0.06815 | + \$0.01 |
| DG-R-P | Winter | Generation - 2021 Vintage | On-Peak | \$0.16515 | \$0.17848 | + \$0.01 |
| DG-R-P | Winter | Generation - 2021 Vintage | Off-Peak | \$0.07838 | \$0.08586 | + \$0.01 |
| DG-R-P | Winter | Generation - 2021 Vintage | Super Off-Peak | \$0.05325 | \$0.05904 | + \$0.01 |

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|--------|--------|---------------------------|---------|-----------|-----------|----------|
| DG-R-T | Summer | Generation - 2021 Vintage | On-Peak | \$0.49300 | \$0.52846 | + \$0.01 |
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|--------|--------|---------------------------|----------------|-----------|-----------|----------|
| DG-R-T | Summer | Generation - 2021 Vintage | Off-Peak | \$0.15159 | \$0.16401 | + \$0.01 |
| DG-R-T | Summer | Generation - 2021 Vintage | Super Off-Peak | \$0.05798 | \$0.06408 | + \$0.01 |
| DG-R-T | Winter | Generation - 2021 Vintage | On-Peak | \$0.15682 | \$0.16959 | + \$0.01 |
| DG-R-T | Winter | Generation - 2021 Vintage | Off-Peak | \$0.07383 | \$0.08100 | + \$0.01 |
| DG-R-T | Winter | Generation - 2021 Vintage | Super Off-Peak | \$0.04980 | \$0.05535 | + \$0.01 |

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|----------|--------|---------------------------|----------------|-----------|-----------|----------|
| A6-TOU-P | Summer | Demand - 2021 Vintage | Total | \$16.42 | \$17.53 | |
| A6-TOU-P | Summer | Generation - 2021 Vintage | On-Peak | \$0.20282 | \$0.21870 | + \$0.01 |
| A6-TOU-P | Summer | Generation - 2021 Vintage | Off-Peak | \$0.11015 | \$0.11977 | + \$0.01 |
| A6-TOU-P | Summer | Generation - 2021 Vintage | Super Off-Peak | \$0.09008 | \$0.09835 | + \$0.01 |
| A6-TOU-P | Winter | Generation - 2021 Vintage | On-Peak | \$0.22446 | \$0.24180 | + \$0.01 |
| A6-TOU-P | Winter | Generation - 2021 Vintage | Off-Peak | \$0.11165 | \$0.12137 | + \$0.01 |
| A6-TOU-P | Winter | Generation - 2021 Vintage | Super Off-Peak | \$0.07898 | \$0.08650 | + \$0.01 |

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|----------|--------|---------------------------|----------------|-----------|-----------|----------|
| A6-TOU-T | Summer | Demand - 2021 Vintage | Total | \$15.71 | \$16.77 | |
| A6-TOU-T | Summer | Generation - 2021 Vintage | On-Peak | \$0.19273 | \$0.20792 | + \$0.01 |
| A6-TOU-T | Summer | Generation - 2021 Vintage | Off-Peak | \$0.10407 | \$0.11329 | + \$0.01 |
| A6-TOU-T | Summer | Generation - 2021 Vintage | Super Off-Peak | \$0.08514 | \$0.09307 | + \$0.01 |
| A6-TOU-T | Winter | Generation - 2021 Vintage | On-Peak | \$0.21363 | \$0.23024 | + \$0.01 |
| A6-TOU-T | Winter | Generation - 2021 Vintage | Off-Peak | \$0.10574 | \$0.11506 | + \$0.01 |
| A6-TOU-T | Winter | Generation - 2021 Vintage | Super Off-Peak | \$0.07449 | \$0.08171 | + \$0.01 |

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|----------|--------|---------------------------|----------|-----------|-----------|----------|
| TOU-PA-S | Summer | Generation - 2021 Vintage | On-Peak | \$0.25392 | \$0.27328 | + \$0.01 |
| TOU-PA-S | Summer | Generation - 2021 Vintage | Off-Peak | \$0.12554 | \$0.13623 | + \$0.01 |
| TOU-PA-S | Winter | Generation - 2021 Vintage | On-Peak | \$0.11590 | \$0.12594 | + \$0.01 |
| TOU-PA-S | Winter | Generation - 2021 Vintage | Off-Peak | \$0.03961 | \$0.04450 | + \$0.01 |

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|----------|--------|---------------------------|----------|-----------|-----------|----------|
| TOU-PA-P | Summer | Generation - 2021 Vintage | On-Peak | \$0.25249 | \$0.27175 | + \$0.01 |
| TOU-PA-P | Summer | Generation - 2021 Vintage | Off-Peak | \$0.12475 | \$0.13539 | + \$0.01 |
| TOU-PA-P | Winter | Generation - 2021 Vintage | On-Peak | \$0.11520 | \$0.12519 | + \$0.01 |
| TOU-PA-P | Winter | Generation - 2021 Vintage | Off-Peak | \$0.03933 | \$0.04421 | + \$0.01 |

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|------------|--------|---------------------------|---------|-----------|-----------|----------|
| TOU-PA-2-S | Summer | Demand - 2021 Vintage | On-Peak | \$11.89 | \$12.69 | |
| TOU-PA-2-S | Summer | Generation - 2021 Vintage | On-Peak | \$0.12301 | \$0.13354 | + \$0.01 |

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|------------|--------|---------------------------|----------------|-----------|-----------|----------|
| TOU-PA-2-S | Summer | Generation - 2021 Vintage | Off-Peak | \$0.06136 | \$0.06773 | + \$0.01 |
| TOU-PA-2-S | Summer | Generation - 2021 Vintage | Super Off-Peak | \$0.04743 | \$0.05285 | + \$0.01 |
| TOU-PA-2-S | Winter | Generation - 2021 Vintage | On-Peak | \$0.13571 | \$0.14709 | + \$0.01 |
| TOU-PA-2-S | Winter | Generation - 2021 Vintage | Off-Peak | \$0.06163 | \$0.06801 | + \$0.01 |
| TOU-PA-2-S | Winter | Generation - 2021 Vintage | Super Off-Peak | \$0.04014 | \$0.04507 | + \$0.01 |

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|------------|--------|---------------------------|----------------|-----------|-----------|----------|
| TOU-PA-2-P | Summer | Demand - 2021 Vintage | On-Peak | \$11.83 | \$12.62 | |
| TOU-PA-2-P | Summer | Generation - 2021 Vintage | On-Peak | \$0.12229 | \$0.13276 | + \$0.01 |
| TOU-PA-2-P | Summer | Generation - 2021 Vintage | Off-Peak | \$0.06095 | \$0.06728 | + \$0.01 |
| TOU-PA-2-P | Summer | Generation - 2021 Vintage | Super Off-Peak | \$0.04716 | \$0.05256 | + \$0.01 |
| TOU-PA-2-P | Winter | Generation - 2021 Vintage | On-Peak | \$0.13494 | \$0.14626 | + \$0.01 |
| TOU-PA-2-P | Winter | Generation - 2021 Vintage | Off-Peak | \$0.06124 | \$0.06759 | + \$0.01 |
| TOU-PA-2-P | Winter | Generation - 2021 Vintage | Super Off-Peak | \$0.03990 | \$0.04481 | + \$0.01 |

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| TOU-PA-3-S <20kW | Summer | Generation - 2021 Vintage | On-Peak | \$0.29674 | \$0.31899 | + \$0.01 |
| TOU-PA-3-S <20kW | Summer | Generation - 2021 Vintage | Off-Peak | \$0.14544 | \$0.15747 | + \$0.01 |
| TOU-PA-3-S <20kW | Summer | Generation - 2021 Vintage | Super Off-Peak | \$0.05207 | \$0.05781 | + \$0.01 |
| TOU-PA-3-S <20kW | Winter | Generation - 2021 Vintage | On-Peak | \$0.10529 | \$0.11461 | + \$0.01 |
| TOU-PA-3-S <20kW | Winter | Generation - 2021 Vintage | Off-Peak | \$0.04458 | \$0.04981 | + \$0.01 |
| TOU-PA-3-S <20kW | Winter | Generation - 2021 Vintage | Super Off-Peak | \$0.02696 | \$0.03100 | + \$0.01 |

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| TOU-PA-3-P <20kW | Summer | Generation - 2021 Vintage | On-Peak | \$0.29516 | \$0.31730 | + \$0.01 |
| TOU-PA-3-P <20kW | Summer | Generation - 2021 Vintage | Off-Peak | \$0.14458 | \$0.15655 | + \$0.01 |
| TOU-PA-3-P <20kW | Summer | Generation - 2021 Vintage | Super Off-Peak | \$0.05166 | \$0.05737 | + \$0.01 |
| TOU-PA-3-P <20kW | Winter | Generation - 2021 Vintage | On-Peak | \$0.10465 | \$0.11394 | + \$0.01 |
| TOU-PA-3-P <20kW | Winter | Generation - 2021 Vintage | Off-Peak | \$0.04426 | \$0.04946 | + \$0.01 |
| TOU-PA-3-P <20kW | Winter | Generation - 2021 Vintage | Super Off-Peak | \$0.02676 | \$0.03079 | + \$0.01 |

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|-------------------|--------|---------------------------|----------------|-----------|-----------|----------|
| TOU-PA-3-S >=20kW | Summer | Demand - 2021 Vintage | On-Peak | \$2.82 | \$3.01 | |
| TOU-PA-3-S >=20kW | Summer | Generation - 2021 Vintage | On-Peak | \$0.26989 | \$0.29032 | + \$0.01 |
| TOU-PA-3-S >=20kW | Summer | Generation - 2021 Vintage | Off-Peak | \$0.12708 | \$0.13787 | + \$0.01 |
| TOU-PA-3-S >=20kW | Summer | Generation - 2021 Vintage | Super Off-Peak | \$0.04386 | \$0.04904 | + \$0.01 |
| TOU-PA-3-S >=20kW | Winter | Generation - 2021 Vintage | On-Peak | \$0.09898 | \$0.10788 | + \$0.01 |
| TOU-PA-3-S >=20kW | Winter | Generation - 2021 Vintage | Off-Peak | \$0.04104 | \$0.04603 | + \$0.01 |

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|-------------------|--------|---------------------------|----------------|-----------|-----------|----------|
| TOU-PA-3-S >=20kW | Winter | Generation - 2021 Vintage | Super Off-Peak | \$0.02422 | \$0.02808 | + \$0.01 |
| TOU-PA-3-P >=20kW | Summer | Demand - 2021 Vintage | On-Peak | \$2.80 | \$2.99 | |
| TOU-PA-3-P >=20kW | Summer | Generation - 2021 Vintage | On-Peak | \$0.26845 | \$0.28878 | + \$0.01 |
| TOU-PA-3-P >=20kW | Summer | Generation - 2021 Vintage | Off-Peak | \$0.12632 | \$0.13707 | + \$0.01 |
| TOU-PA-3-P >=20kW | Summer | Generation - 2021 Vintage | Super Off-Peak | \$0.04348 | \$0.04864 | + \$0.01 |
| TOU-PA-3-P >=20kW | Winter | Generation - 2021 Vintage | On-Peak | \$0.09834 | \$0.10720 | + \$0.01 |
| TOU-PA-3-P >=20kW | Winter | Generation - 2021 Vintage | Off-Peak | \$0.04068 | \$0.04565 | + \$0.01 |
| TOU-PA-3-P >=20kW | Winter | Generation - 2021 Vintage | Super Off-Peak | \$0.02395 | \$0.02779 | + \$0.01 |
| PA-T-1-S | Summer | Demand - 2021 Vintage | On-Peak | \$6.65 | \$7.10 | |
| PA-T-1-S | Summer | Generation - 2021 Vintage | On-Peak | \$0.13116 | \$0.14223 | + \$0.01 |
| PA-T-1-S | Summer | Generation - 2021 Vintage | Off-Peak | \$0.06635 | \$0.07305 | + \$0.01 |
| PA-T-1-S | Summer | Generation - 2021 Vintage | Super Off-Peak | \$0.05285 | \$0.05864 | + \$0.01 |
| PA-T-1-S | Winter | Generation - 2021 Vintage | On-Peak | \$0.14711 | \$0.15926 | + \$0.01 |
| PA-T-1-S | Winter | Generation - 2021 Vintage | Off-Peak | \$0.06803 | \$0.07484 | + \$0.01 |
| PA-T-1-S | Winter | Generation - 2021 Vintage | Super Off-Peak | \$0.04508 | \$0.05035 | + \$0.01 |
| PA-T-1-P | Summer | Demand - 2021 Vintage | On-Peak | \$6.62 | \$7.06 | |
| PA-T-1-P | Summer | Generation - 2021 Vintage | On-Peak | \$0.13037 | \$0.14139 | + \$0.01 |
| PA-T-1-P | Summer | Generation - 2021 Vintage | Off-Peak | \$0.06589 | \$0.07256 | + \$0.01 |
| PA-T-1-P | Summer | Generation - 2021 Vintage | Super Off-Peak | \$0.05256 | \$0.05833 | + \$0.01 |
| PA-T-1-P | Winter | Generation - 2021 Vintage | On-Peak | \$0.14629 | \$0.15839 | + \$0.01 |
| PA-T-1-P | Winter | Generation - 2021 Vintage | Off-Peak | \$0.06761 | \$0.07440 | + \$0.01 |
| PA-T-1-P | Winter | Generation - 2021 Vintage | Super Off-Peak | \$0.04483 | \$0.05007 | + \$0.01 |
| PA-T-1-T | Summer | Demand - 2021 Vintage | On-Peak | \$6.33 | \$6.76 | |
| PA-T-1-T | Summer | Generation - 2021 Vintage | On-Peak | \$0.12336 | \$0.13391 | + \$0.01 |
| PA-T-1-T | Summer | Generation - 2021 Vintage | Off-Peak | \$0.06168 | \$0.06807 | + \$0.01 |
| PA-T-1-T | Summer | Generation - 2021 Vintage | Super Off-Peak | \$0.04911 | \$0.05465 | + \$0.01 |
| PA-T-1-T | Winter | Generation - 2021 Vintage | On-Peak | \$0.13873 | \$0.15032 | + \$0.01 |
| PA-T-1-T | Winter | Generation - 2021 Vintage | Off-Peak | \$0.06348 | \$0.06998 | + \$0.01 |
| PA-T-1-T | Winter | Generation - 2021 Vintage | Super Off-Peak | \$0.04169 | \$0.04672 | + \$0.01 |

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|-----------|--------|---------------------------|----------------|-----------|-----------|----------|
| LS | All | Generation - 2021 Vintage | Total | \$0.08018 | \$0.08738 | + \$0.01 |
| OL-2 | All | Generation - 2021 Vintage | Total | \$0.08018 | \$0.08738 | + \$0.01 |
| LS-2-AD | Summer | Generation - 2021 Vintage | On-Peak | \$0.26774 | \$0.28759 | + \$0.01 |
| LS-2-AD | Summer | Generation - 2021 Vintage | Off-Peak | \$0.15222 | \$0.16428 | + \$0.01 |
| LS-2-AD | Summer | Generation - 2021 Vintage | Super Off-Peak | \$0.04937 | \$0.05449 | + \$0.01 |
| LS-2-AD | Winter | Generation - 2021 Vintage | On-Peak | \$0.13047 | \$0.14106 | + \$0.01 |
| LS-2-AD | Winter | Generation - 2021 Vintage | Off-Peak | \$0.06153 | \$0.06746 | + \$0.01 |
| LS-2-AD | Winter | Generation - 2021 Vintage | Super Off-Peak | \$0.04152 | \$0.04611 | + \$0.01 |
| G-TOU-M | Summer | Generation - 2021 Vintage | On-Peak | \$0.15753 | \$0.17004 | + \$0.01 |
| G-TOU-M | Summer | Generation - 2021 Vintage | Semi-Peak | \$0.15748 | \$0.16998 | + \$0.01 |
| G-TOU-M | Summer | Generation - 2021 Vintage | Off-Peak | \$0.15746 | \$0.16996 | + \$0.01 |
| G-TOU-M | Winter | Generation - 2021 Vintage | On-Peak | \$0.16600 | \$0.17909 | + \$0.01 |
| G-TOU-M | Winter | Generation - 2021 Vintage | Semi-Peak | \$0.06300 | \$0.06913 | + \$0.01 |
| G-TOU-M | Winter | Generation - 2021 Vintage | Off-Peak | \$0.06298 | \$0.06911 | + \$0.01 |
| G-OL-TOU | Summer | Generation - 2021 Vintage | On-Peak | \$0.14482 | \$0.15679 | + \$0.01 |
| G-OL-TOU | Summer | Generation - 2021 Vintage | Semi-Peak | \$0.13394 | \$0.14517 | + \$0.01 |
| G-OL-TOU | Summer | Generation - 2021 Vintage | Off-Peak | \$0.12549 | \$0.13615 | + \$0.01 |
| G-OL-TOU | Winter | Generation - 2021 Vintage | On-Peak | \$0.33355 | \$0.35825 | + \$0.01 |
| G-OL-TOU | Winter | Generation - 2021 Vintage | Semi-Peak | \$0.13908 | \$0.15065 | + \$0.01 |
| G-OL-TOU | Winter | Generation - 2021 Vintage | Off-Peak | \$0.13906 | \$0.15064 | + \$0.01 |
| G-TOU-A-S | Summer | Generation - 2021 Vintage | On-Peak | \$0.30319 | \$0.32553 | + \$0.01 |
| G-TOU-A-S | Summer | Generation - 2021 Vintage | Semi-Peak | \$0.16008 | \$0.17276 | + \$0.01 |
| G-TOU-A-S | Summer | Generation - 2021 Vintage | Off-Peak | \$0.05746 | \$0.06322 | + \$0.01 |
| G-TOU-A-S | Winter | Generation - 2021 Vintage | On-Peak | \$0.16250 | \$0.17535 | + \$0.01 |
| G-TOU-A-S | Winter | Generation - 2021 Vintage | Semi-Peak | \$0.06135 | \$0.06737 | + \$0.01 |
| G-TOU-A-S | Winter | Generation - 2021 Vintage | Off-Peak | \$0.06134 | \$0.06736 | + \$0.01 |
| G-TOU-A-P | Summer | Generation - 2021 Vintage | On-Peak | \$0.30145 | \$0.32367 | + \$0.01 |
| G-TOU-A-P | Summer | Generation - 2021 Vintage | Semi-Peak | \$0.15909 | \$0.17171 | + \$0.01 |

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|-----------|--------|---------------------------|-----------|-----------|-----------|----------|
| G-TOU-A-P | Summer | Generation - 2021 Vintage | Off-Peak | \$0.05701 | \$0.06274 | + \$0.01 |
| G-TOU-A-P | Winter | Generation - 2021 Vintage | On-Peak | \$0.16158 | \$0.17437 | + \$0.01 |
| G-TOU-A-P | Winter | Generation - 2021 Vintage | Semi-Peak | \$0.06096 | \$0.06696 | + \$0.01 |
| G-TOU-A-P | Winter | Generation - 2021 Vintage | Off-Peak | \$0.06094 | \$0.06694 | + \$0.01 |

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|------------|--------|---------------------------|-----------|-----------|-----------|----------|
| G-AL-TOU-S | Summer | Demand - 2021 Vintage | On-Peak | \$1.96 | \$2.09 | |
| G-AL-TOU-S | Summer | Generation - 2021 Vintage | On-Peak | \$0.10440 | \$0.11364 | + \$0.01 |
| G-AL-TOU-S | Summer | Generation - 2021 Vintage | Semi-Peak | \$0.10384 | \$0.11304 | + \$0.01 |
| G-AL-TOU-S | Summer | Generation - 2021 Vintage | Off-Peak | \$0.09788 | \$0.10667 | + \$0.01 |
| G-AL-TOU-S | Winter | Generation - 2021 Vintage | On-Peak | \$0.37229 | \$0.39960 | + \$0.01 |
| G-AL-TOU-S | Winter | Generation - 2021 Vintage | Semi-Peak | \$0.15724 | \$0.17004 | + \$0.01 |
| G-AL-TOU-S | Winter | Generation - 2021 Vintage | Off-Peak | \$0.15722 | \$0.17002 | + \$0.01 |

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|------------|--------|---------------------------|-----------|-----------|-----------|----------|
| G-AL-TOU-P | Summer | Demand - 2021 Vintage | On-Peak | \$1.95 | \$2.08 | |
| G-AL-TOU-P | Summer | Generation - 2021 Vintage | On-Peak | \$0.10368 | \$0.11287 | + \$0.01 |
| G-AL-TOU-P | Summer | Generation - 2021 Vintage | Semi-Peak | \$0.10313 | \$0.11228 | + \$0.01 |
| G-AL-TOU-P | Summer | Generation - 2021 Vintage | Off-Peak | \$0.09719 | \$0.10594 | + \$0.01 |
| G-AL-TOU-P | Winter | Generation - 2021 Vintage | On-Peak | \$0.37033 | \$0.39751 | + \$0.01 |
| G-AL-TOU-P | Winter | Generation - 2021 Vintage | Semi-Peak | \$0.15640 | \$0.16914 | + \$0.01 |
| G-AL-TOU-P | Winter | Generation - 2021 Vintage | Off-Peak | \$0.15638 | \$0.16912 | + \$0.01 |

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|------------|--------|---------------------------|-----------|-----------|-----------|----------|
| G-AL-TOU-T | Summer | Demand - 2021 Vintage | On-Peak | \$1.86 | \$1.98 | |
| G-AL-TOU-T | Summer | Generation - 2021 Vintage | On-Peak | \$0.09765 | \$0.10643 | + \$0.01 |
| G-AL-TOU-T | Summer | Generation - 2021 Vintage | Semi-Peak | \$0.09713 | \$0.10587 | + \$0.01 |
| G-AL-TOU-T | Summer | Generation - 2021 Vintage | Off-Peak | \$0.09144 | \$0.09980 | + \$0.01 |
| G-AL-TOU-T | Winter | Generation - 2021 Vintage | On-Peak | \$0.35306 | \$0.37908 | + \$0.01 |
| G-AL-TOU-T | Winter | Generation - 2021 Vintage | Semi-Peak | \$0.14854 | \$0.16075 | + \$0.01 |
| G-AL-TOU-T | Winter | Generation - 2021 Vintage | Off-Peak | \$0.14852 | \$0.16073 | + \$0.01 |

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|----------|--------|---------------------------|-----------|-----------|-----------|----------|
| G-DG-R-S | Summer | Generation - 2021 Vintage | On-Peak | \$0.14364 | \$0.15552 | + \$0.01 |
| G-DG-R-S | Summer | Generation - 2021 Vintage | Semi-Peak | \$0.13460 | \$0.14587 | + \$0.01 |
| G-DG-R-S | Summer | Generation - 2021 Vintage | Off-Peak | \$0.12549 | \$0.13615 | + \$0.01 |
| G-DG-R-S | Winter | Generation - 2021 Vintage | On-Peak | \$0.33355 | \$0.35825 | + \$0.01 |
| G-DG-R-S | Winter | Generation - 2021 Vintage | Semi-Peak | \$0.13908 | \$0.15065 | + \$0.01 |

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|------------|--------|---------------------------|-----------|-----------|-----------|----------|
| G-DG-R-S | Winter | Generation - 2021 Vintage | Off-Peak | \$0.13906 | \$0.15064 | + \$0.01 |
| G-DG-R-P | Summer | Generation - 2021 Vintage | On-Peak | \$0.14278 | \$0.15460 | + \$0.01 |
| G-DG-R-P | Summer | Generation - 2021 Vintage | Semi-Peak | \$0.13374 | \$0.14496 | + \$0.01 |
| G-DG-R-P | Summer | Generation - 2021 Vintage | Off-Peak | \$0.12467 | \$0.13527 | + \$0.01 |
| G-DG-R-P | Winter | Generation - 2021 Vintage | On-Peak | \$0.33178 | \$0.35636 | + \$0.01 |
| G-DG-R-P | Winter | Generation - 2021 Vintage | Semi-Peak | \$0.13832 | \$0.14985 | + \$0.01 |
| G-DG-R-P | Winter | Generation - 2021 Vintage | Off-Peak | \$0.13831 | \$0.14983 | + \$0.01 |
| G-DG-R-T | Summer | Generation - 2021 Vintage | On-Peak | \$0.13552 | \$0.14686 | + \$0.01 |
| G-DG-R-T | Summer | Generation - 2021 Vintage | Semi-Peak | \$0.12652 | \$0.13724 | + \$0.01 |
| G-DG-R-T | Summer | Generation - 2021 Vintage | Off-Peak | \$0.11769 | \$0.12782 | + \$0.01 |
| G-DG-R-T | Winter | Generation - 2021 Vintage | On-Peak | \$0.31616 | \$0.33969 | + \$0.01 |
| G-DG-R-T | Winter | Generation - 2021 Vintage | Semi-Peak | \$0.13122 | \$0.14226 | + \$0.01 |
| G-DG-R-T | Winter | Generation - 2021 Vintage | Off-Peak | \$0.13120 | \$0.14224 | + \$0.01 |
| G-A6-TOU-P | Summer | Demand - 2021 Vintage | Total | \$1.95 | \$2.08 | |
| G-A6-TOU-P | Summer | Generation - 2021 Vintage | On-Peak | \$0.10368 | \$0.11287 | + \$0.01 |
| G-A6-TOU-P | Summer | Generation - 2021 Vintage | Semi-Peak | \$0.10313 | \$0.11228 | + \$0.01 |
| G-A6-TOU-P | Summer | Generation - 2021 Vintage | Off-Peak | \$0.09719 | \$0.10594 | + \$0.01 |
| G-A6-TOU-P | Winter | Generation - 2021 Vintage | On-Peak | \$0.37033 | \$0.39751 | + \$0.01 |
| G-A6-TOU-P | Winter | Generation - 2021 Vintage | Semi-Peak | \$0.15640 | \$0.16914 | + \$0.01 |
| G-A6-TOU-P | Winter | Generation - 2021 Vintage | Off-Peak | \$0.15638 | \$0.16912 | + \$0.01 |
| G-A6-TOU-T | Summer | Demand - 2021 Vintage | Total | \$1.86 | \$1.98 | |
| G-A6-TOU-T | Summer | Generation - 2021 Vintage | On-Peak | \$0.09765 | \$0.10643 | + \$0.01 |
| G-A6-TOU-T | Summer | Generation - 2021 Vintage | Semi-Peak | \$0.09713 | \$0.10587 | + \$0.01 |
| G-A6-TOU-T | Summer | Generation - 2021 Vintage | Off-Peak | \$0.09144 | \$0.09980 | + \$0.01 |
| G-A6-TOU-T | Winter | Generation - 2021 Vintage | On-Peak | \$0.35306 | \$0.37908 | + \$0.01 |
| G-A6-TOU-T | Winter | Generation - 2021 Vintage | Semi-Peak | \$0.14854 | \$0.16075 | + \$0.01 |
| G-A6-TOU-T | Winter | Generation - 2021 Vintage | Off-Peak | \$0.14852 | \$0.16073 | + \$0.01 |
| G-PA-T-1-S | Summer | Demand - 2021 Vintage | On-Peak | \$0.67 | \$0.71 | |
| G-PA-T-1-S | Summer | Generation - 2021 Vintage | On-Peak | \$0.06064 | \$0.06696 | + \$0.01 |

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| G-PA-T-1-S | Summer | Generation - 2021 Vintage | Semi-Peak | \$0.06041 | \$0.06671 | + \$0.01 |
| G-PA-T-1-S | Summer | Generation - 2021 Vintage | Off-Peak | \$0.05662 | \$0.06266 | + \$0.01 |
| G-PA-T-1-S | Winter | Generation - 2021 Vintage | On-Peak | \$0.22969 | \$0.24741 | + \$0.01 |
| G-PA-T-1-S | Winter | Generation - 2021 Vintage | Semi-Peak | \$0.09018 | \$0.09849 | + \$0.01 |
| G-PA-T-1-S | Winter | Generation - 2021 Vintage | Off-Peak | \$0.09016 | \$0.09847 | + \$0.01 |

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| G-PA-T-1-P | Summer | Demand - 2021 Vintage | On-Peak | \$0.67 | \$0.71 | |
| G-PA-T-1-P | Summer | Generation - 2021 Vintage | On-Peak | \$0.05523 | \$0.06118 | + \$0.01 |
| G-PA-T-1-P | Summer | Generation - 2021 Vintage | Semi-Peak | \$0.05500 | \$0.06093 | + \$0.01 |
| G-PA-T-1-P | Summer | Generation - 2021 Vintage | Off-Peak | \$0.05122 | \$0.05690 | + \$0.01 |
| G-PA-T-1-P | Winter | Generation - 2021 Vintage | On-Peak | \$0.22843 | \$0.24606 | + \$0.01 |
| G-PA-T-1-P | Winter | Generation - 2021 Vintage | Semi-Peak | \$0.08964 | \$0.09791 | + \$0.01 |
| G-PA-T-1-P | Winter | Generation - 2021 Vintage | Off-Peak | \$0.08962 | \$0.09789 | + \$0.01 |

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|------------|--------|---------------------------|-----------|-----------|-----------|----------|
| G-PA-T-1-T | Summer | Demand - 2021 Vintage | On-Peak | \$0.64 | \$0.68 | |
| G-PA-T-1-T | Summer | Generation - 2021 Vintage | On-Peak | \$0.05603 | \$0.06203 | + \$0.01 |
| G-PA-T-1-T | Summer | Generation - 2021 Vintage | Semi-Peak | \$0.05582 | \$0.06180 | + \$0.01 |
| G-PA-T-1-T | Summer | Generation - 2021 Vintage | Off-Peak | \$0.05220 | \$0.05794 | + \$0.01 |
| G-PA-T-1-T | Winter | Generation - 2021 Vintage | On-Peak | \$0.22694 | \$0.24447 | + \$0.01 |
| G-PA-T-1-T | Winter | Generation - 2021 Vintage | Semi-Peak | \$0.08899 | \$0.09721 | + \$0.01 |
| G-PA-T-1-T | Winter | Generation - 2021 Vintage | Off-Peak | \$0.08897 | \$0.09720 | + \$0.01 |

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|-------------------|--------|---------------------------|-----------|-----------|-----------|----------|
| G-TOU-PA-S < 20kW | Summer | Generation - 2021 Vintage | On-Peak | \$0.33958 | \$0.36471 | + \$0.01 |
| G-TOU-PA-S < 20kW | Summer | Generation - 2021 Vintage | Semi-Peak | \$0.13398 | \$0.14524 | + \$0.01 |
| G-TOU-PA-S < 20kW | Summer | Generation - 2021 Vintage | Off-Peak | \$0.06311 | \$0.06959 | + \$0.01 |
| G-TOU-PA-S < 20kW | Winter | Generation - 2021 Vintage | On-Peak | \$0.13015 | \$0.14115 | + \$0.01 |
| G-TOU-PA-S < 20kW | Winter | Generation - 2021 Vintage | Semi-Peak | \$0.04352 | \$0.04868 | + \$0.01 |
| G-TOU-PA-S < 20kW | Winter | Generation - 2021 Vintage | Off-Peak | \$0.04350 | \$0.04866 | + \$0.01 |

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|-------------------|--------|---------------------------|-----------|-----------|-----------|----------|
| G-TOU-PA-P < 20kW | Summer | Generation - 2021 Vintage | On-Peak | \$0.33762 | \$0.36263 | + \$0.01 |
| G-TOU-PA-P < 20kW | Summer | Generation - 2021 Vintage | Semi-Peak | \$0.13311 | \$0.14431 | + \$0.01 |
| G-TOU-PA-P < 20kW | Summer | Generation - 2021 Vintage | Off-Peak | \$0.06261 | \$0.06905 | + \$0.01 |
| G-TOU-PA-P < 20kW | Winter | Generation - 2021 Vintage | On-Peak | \$0.12929 | \$0.14024 | + \$0.01 |
| G-TOU-PA-P < 20kW | Winter | Generation - 2021 Vintage | Semi-Peak | \$0.04312 | \$0.04825 | + \$0.01 |

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| G-TOU-PA-P < 20kW | Winter | Generation - 2021 Vintage | Off-Peak | \$0.04310 | \$0.04823 | + \$0.01 |
| G-TOU-PA-S >= 20kW | Summer | Demand - 2021 Vintage | On-Peak | \$1.06 | \$1.13 | |
| G-TOU-PA-S >= 20kW | Summer | Generation - 2021 Vintage | On-Peak | \$0.06754 | \$0.07432 | + \$0.01 |
| G-TOU-PA-S >= 20kW | Summer | Generation - 2021 Vintage | Semi-Peak | \$0.06648 | \$0.07319 | + \$0.01 |
| G-TOU-PA-S >= 20kW | Summer | Generation - 2021 Vintage | Off-Peak | \$0.06081 | \$0.06714 | + \$0.01 |
| G-TOU-PA-S >= 20kW | Winter | Generation - 2021 Vintage | On-Peak | \$0.25114 | \$0.27031 | + \$0.01 |
| G-TOU-PA-S >= 20kW | Winter | Generation - 2021 Vintage | Semi-Peak | \$0.10023 | \$0.10921 | + \$0.01 |
| G-TOU-PA-S >= 20kW | Winter | Generation - 2021 Vintage | Off-Peak | \$0.10021 | \$0.10919 | + \$0.01 |
| G-TOU-PA-P >= 20kW | Summer | Demand - 2021 Vintage | On-Peak | \$1.06 | \$1.13 | |
| G-TOU-PA-P >= 20kW | Summer | Generation - 2021 Vintage | On-Peak | \$0.06704 | \$0.07378 | + \$0.01 |
| G-TOU-PA-P >= 20kW | Summer | Generation - 2021 Vintage | Semi-Peak | \$0.06598 | \$0.07265 | + \$0.01 |
| G-TOU-PA-P >= 20kW | Summer | Generation - 2021 Vintage | Off-Peak | \$0.06047 | \$0.06678 | + \$0.01 |
| G-TOU-PA-P >= 20kW | Winter | Generation - 2021 Vintage | On-Peak | \$0.24976 | \$0.26883 | + \$0.01 |
| G-TOU-PA-P >= 20kW | Winter | Generation - 2021 Vintage | Semi-Peak | \$0.09964 | \$0.10858 | + \$0.01 |
| G-TOU-PA-P >= 20kW | Winter | Generation - 2021 Vintage | Off-Peak | \$0.09962 | \$0.10857 | + \$0.01 |
| EV-HP-S | Summer | Demand - 2021 Vintage | On-Peak | \$8.12 | \$8.67 | |
| EV-HP-S | Summer | Generation - 2021 Vintage | On-Peak | \$0.08428 | \$0.09216 | + \$0.01 |
| EV-HP-S | Summer | Generation - 2021 Vintage | Off-Peak | \$0.03786 | \$0.04261 | + \$0.01 |
| EV-HP-S | Summer | Generation - 2021 Vintage | Super Off-Peak | \$0.02897 | \$0.03312 | + \$0.01 |
| EV-HP-S | Winter | Generation - 2021 Vintage | On-Peak | \$0.09648 | \$0.10518 | + \$0.01 |
| EV-HP-S | Winter | Generation - 2021 Vintage | Off-Peak | \$0.03984 | \$0.04471 | + \$0.01 |
| EV-HP-S | Winter | Generation - 2021 Vintage | Super Off-Peak | \$0.02340 | \$0.02716 | + \$0.01 |
| EV-HP-P | Summer | Demand - 2021 Vintage | On-Peak | \$8.08 | \$8.63 | |
| EV-HP-P | Summer | Generation - 2021 Vintage | On-Peak | \$0.08371 | \$0.09155 | + \$0.01 |
| EV-HP-P | Summer | Generation - 2021 Vintage | Off-Peak | \$0.03753 | \$0.04226 | + \$0.01 |
| EV-HP-P | Summer | Generation - 2021 Vintage | Super Off-Peak | \$0.02876 | \$0.03289 | + \$0.01 |
| EV-HP-P | Winter | Generation - 2021 Vintage | On-Peak | \$0.09589 | \$0.10455 | + \$0.01 |
| EV-HP-P | Winter | Generation - 2021 Vintage | Off-Peak | \$0.03953 | \$0.04439 | + \$0.01 |
| EV-HP-P | Winter | Generation - 2021 Vintage | Super Off-Peak | \$0.02322 | \$0.02697 | + \$0.01 |

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| TOU-ELEC | Summer | Generation - 2021 Vintage | On-Peak | \$0.37116 | \$0.39860 | + \$0.01 |
| TOU-ELEC | Summer | Generation - 2021 Vintage | Off-Peak | \$0.07967 | \$0.08745 | + \$0.01 |
| TOU-ELEC | Summer | Generation - 2021 Vintage | Super Off-Peak | \$0.04131 | \$0.04650 | + \$0.01 |
| TOU-ELEC | Winter | Generation - 2021 Vintage | On-Peak | \$0.18084 | \$0.19545 | + \$0.01 |
| TOU-ELEC | Winter | Generation - 2021 Vintage | Off-Peak | \$0.06924 | \$0.07631 | + \$0.01 |
| TOU-ELEC | Winter | Generation - 2021 Vintage | Super Off-Peak | \$0.03436 | \$0.03908 | + \$0.01 |

| CCA Rate Name | Season | Charge Type | Time of Use Period | PowerBase | PowerOn | Power100 (\$/kWh) |
|---------------|--------|---------------------------|--------------------|-----------|-----------|-------------------|
| DR | Summer | Generation - 2022 Vintage | Total | \$0.13268 | \$0.14366 | + \$0.01 |
| DR | Winter | Generation - 2022 Vintage | Total | \$0.13268 | \$0.14366 | + \$0.01 |

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|----------|--------|---------------------------|-------|-----------|-----------|----------|
| DR-LI-MB | Summer | Generation - 2022 Vintage | Total | \$0.13268 | \$0.14366 | + \$0.01 |
| DR-LI-MB | Winter | Generation - 2022 Vintage | Total | \$0.13268 | \$0.14366 | + \$0.01 |

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|----------|--------|---------------------------|-------|-----------|-----------|----------|
| E-LI-TOU | Summer | Generation - 2022 Vintage | Total | \$0.06768 | \$0.07377 | + \$0.01 |
| E-LI-TOU | Winter | Generation - 2022 Vintage | Total | \$0.06459 | \$0.07047 | + \$0.01 |

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|---------|--------|---------------------------|-------|-----------|-----------|----------|
| E-LI-NR | Summer | Generation - 2022 Vintage | Total | \$0.08200 | \$0.08917 | + \$0.01 |
| E-LI-NR | Winter | Generation - 2022 Vintage | Total | \$0.07836 | \$0.08527 | + \$0.01 |

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|--------|--------|---------------------------|----------------|-----------|-----------|----------|
| DR-SES | Summer | Generation - 2022 Vintage | On-Peak | \$0.38856 | \$0.41681 | + \$0.01 |
| DR-SES | Summer | Generation - 2022 Vintage | Off-Peak | \$0.12411 | \$0.13451 | + \$0.01 |
| DR-SES | Summer | Generation - 2022 Vintage | Super Off-Peak | \$0.04254 | \$0.04743 | + \$0.01 |
| DR-SES | Winter | Generation - 2022 Vintage | On-Peak | \$0.14795 | \$0.15996 | + \$0.01 |
| DR-SES | Winter | Generation - 2022 Vintage | Off-Peak | \$0.09763 | \$0.10625 | + \$0.01 |
| DR-SES | Winter | Generation - 2022 Vintage | Super Off-Peak | \$0.03597 | \$0.04043 | + \$0.01 |

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|--------|--------|---------------------------|----------------|-----------|-----------|----------|
| EV-TOU | Summer | Generation - 2022 Vintage | On-Peak | \$0.38856 | \$0.41681 | + \$0.01 |
| EV-TOU | Summer | Generation - 2022 Vintage | Off-Peak | \$0.12411 | \$0.13451 | + \$0.01 |
| EV-TOU | Summer | Generation - 2022 Vintage | Super Off-Peak | \$0.04254 | \$0.04743 | + \$0.01 |
| EV-TOU | Winter | Generation - 2022 Vintage | On-Peak | \$0.14795 | \$0.15996 | + \$0.01 |
| EV-TOU | Winter | Generation - 2022 Vintage | Off-Peak | \$0.09763 | \$0.10625 | + \$0.01 |
| EV-TOU | Winter | Generation - 2022 Vintage | Super Off-Peak | \$0.03597 | \$0.04043 | + \$0.01 |

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|----------|--------|---------------------------|----------------|-----------|-----------|----------|
| EV-TOU-2 | Summer | Generation - 2022 Vintage | On-Peak | \$0.38856 | \$0.41681 | + \$0.01 |
| EV-TOU-2 | Summer | Generation - 2022 Vintage | Off-Peak | \$0.12411 | \$0.13451 | + \$0.01 |
| EV-TOU-2 | Summer | Generation - 2022 Vintage | Super Off-Peak | \$0.04254 | \$0.04743 | + \$0.01 |
| EV-TOU-2 | Winter | Generation - 2022 Vintage | On-Peak | \$0.14795 | \$0.15996 | + \$0.01 |
| EV-TOU-2 | Winter | Generation - 2022 Vintage | Off-Peak | \$0.09763 | \$0.10625 | + \$0.01 |
| EV-TOU-2 | Winter | Generation - 2022 Vintage | Super Off-Peak | \$0.03597 | \$0.04043 | + \$0.01 |

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|----------|--------|---------------------------|----------------|-----------|-----------|----------|
| EV-TOU-5 | Summer | Generation - 2022 Vintage | On-Peak | \$0.38856 | \$0.41681 | + \$0.01 |
| EV-TOU-5 | Summer | Generation - 2022 Vintage | Off-Peak | \$0.12411 | \$0.13451 | + \$0.01 |
| EV-TOU-5 | Summer | Generation - 2022 Vintage | Super Off-Peak | \$0.04254 | \$0.04743 | + \$0.01 |
| EV-TOU-5 | Winter | Generation - 2022 Vintage | On-Peak | \$0.14795 | \$0.15996 | + \$0.01 |
| EV-TOU-5 | Winter | Generation - 2022 Vintage | Off-Peak | \$0.09763 | \$0.10625 | + \$0.01 |
| EV-TOU-5 | Winter | Generation - 2022 Vintage | Super Off-Peak | \$0.03597 | \$0.04043 | + \$0.01 |

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|----------|--------|---------------------------|----------------|-----------|-----------|----------|
| TOU-DR-1 | Summer | Generation - 2022 Vintage | On-Peak | \$0.28086 | \$0.30184 | + \$0.01 |
| TOU-DR-1 | Summer | Generation - 2022 Vintage | Off-Peak | \$0.08442 | \$0.09214 | + \$0.01 |
| TOU-DR-1 | Summer | Generation - 2022 Vintage | Super Off-Peak | \$0.01000 | \$0.01000 | + \$0.01 |
| TOU-DR-1 | Winter | Generation - 2022 Vintage | On-Peak | \$0.21459 | \$0.23109 | + \$0.01 |
| TOU-DR-1 | Winter | Generation - 2022 Vintage | Off-Peak | \$0.14185 | \$0.15345 | + \$0.01 |
| TOU-DR-1 | Winter | Generation - 2022 Vintage | Super Off-Peak | \$0.06106 | \$0.06721 | + \$0.01 |

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|----------|--------|---------------------------|----------|-----------|-----------|----------|
| TOU-DR-2 | Summer | Generation - 2022 Vintage | On-Peak | \$0.28086 | \$0.30184 | + \$0.01 |
| TOU-DR-2 | Summer | Generation - 2022 Vintage | Off-Peak | \$0.04507 | \$0.05013 | + \$0.01 |
| TOU-DR-2 | Winter | Generation - 2022 Vintage | On-Peak | \$0.21459 | \$0.23109 | + \$0.01 |
| TOU-DR-2 | Winter | Generation - 2022 Vintage | Off-Peak | \$0.09265 | \$0.10092 | + \$0.01 |

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|--------|--------|---------------------------|----------------|-----------|-----------|----------|
| TOU-DR | Summer | Generation - 2022 Vintage | On-Peak | \$0.17381 | \$0.18757 | + \$0.01 |
| TOU-DR | Summer | Generation - 2022 Vintage | Off-Peak | \$0.12140 | \$0.13162 | + \$0.01 |
| TOU-DR | Summer | Generation - 2022 Vintage | Super Off-Peak | \$0.07200 | \$0.07888 | + \$0.01 |
| TOU-DR | Winter | Generation - 2022 Vintage | On-Peak | \$0.21438 | \$0.23088 | + \$0.01 |
| TOU-DR | Winter | Generation - 2022 Vintage | Off-Peak | \$0.14171 | \$0.15329 | + \$0.01 |
| TOU-DR | Winter | Generation - 2022 Vintage | Super Off-Peak | \$0.06098 | \$0.06712 | + \$0.01 |

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|---------|--------|---------------------------|---------|-----------|-----------|----------|
| TOU-A-S | Summer | Generation - 2022 Vintage | On-Peak | \$0.26575 | \$0.28520 | + \$0.01 |
|---------|--------|---------------------------|---------|-----------|-----------|----------|

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|---------|--------|---------------------------|----------|-----------|-----------|----------|
| TOU-A-S | Summer | Generation - 2022 Vintage | Off-Peak | \$0.13674 | \$0.14749 | + \$0.01 |
| TOU-A-S | Winter | Generation - 2022 Vintage | On-Peak | \$0.14801 | \$0.15952 | + \$0.01 |
| TOU-A-S | Winter | Generation - 2022 Vintage | Off-Peak | \$0.06057 | \$0.06618 | + \$0.01 |

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|---------|--------|---------------------------|----------|-----------|-----------|----------|
| TOU-A-P | Summer | Generation - 2022 Vintage | On-Peak | \$0.26431 | \$0.28367 | + \$0.01 |
| TOU-A-P | Summer | Generation - 2022 Vintage | Off-Peak | \$0.13595 | \$0.14664 | + \$0.01 |
| TOU-A-P | Winter | Generation - 2022 Vintage | On-Peak | \$0.14720 | \$0.15866 | + \$0.01 |
| TOU-A-P | Winter | Generation - 2022 Vintage | Off-Peak | \$0.06026 | \$0.06584 | + \$0.01 |

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|-----------|--------|---------------------------|----------------|-----------|-----------|----------|
| TOU-A-2-S | Summer | Generation - 2022 Vintage | On-Peak | \$0.37116 | \$0.39773 | + \$0.01 |
| TOU-A-2-S | Summer | Generation - 2022 Vintage | Off-Peak | \$0.11144 | \$0.12048 | + \$0.01 |
| TOU-A-2-S | Summer | Generation - 2022 Vintage | Super Off-Peak | \$0.05224 | \$0.05728 | + \$0.01 |
| TOU-A-2-S | Winter | Generation - 2022 Vintage | On-Peak | \$0.13441 | \$0.14500 | + \$0.01 |
| TOU-A-2-S | Winter | Generation - 2022 Vintage | Off-Peak | \$0.06547 | \$0.07140 | + \$0.01 |
| TOU-A-2-S | Winter | Generation - 2022 Vintage | Super Off-Peak | \$0.04546 | \$0.05005 | + \$0.01 |

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|-----------|--------|---------------------------|----------------|-----------|-----------|----------|
| TOU-A-2-P | Summer | Generation - 2022 Vintage | On-Peak | \$0.36926 | \$0.39570 | + \$0.01 |
| TOU-A-2-P | Summer | Generation - 2022 Vintage | Off-Peak | \$0.11083 | \$0.11983 | + \$0.01 |
| TOU-A-2-P | Summer | Generation - 2022 Vintage | Super Off-Peak | \$0.05199 | \$0.05702 | + \$0.01 |
| TOU-A-2-P | Winter | Generation - 2022 Vintage | On-Peak | \$0.13369 | \$0.14423 | + \$0.01 |
| TOU-A-2-P | Winter | Generation - 2022 Vintage | Off-Peak | \$0.06510 | \$0.07102 | + \$0.01 |
| TOU-A-2-P | Winter | Generation - 2022 Vintage | Super Off-Peak | \$0.04524 | \$0.04981 | + \$0.01 |

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|-----------|--------|---------------------------|----------------|-----------|-----------|----------|
| TOU-A-3-S | Summer | Generation - 2022 Vintage | On-Peak | \$0.27168 | \$0.29153 | + \$0.01 |
| TOU-A-3-S | Summer | Generation - 2022 Vintage | Off-Peak | \$0.15616 | \$0.16822 | + \$0.01 |
| TOU-A-3-S | Summer | Generation - 2022 Vintage | Super Off-Peak | \$0.05331 | \$0.05843 | + \$0.01 |
| TOU-A-3-S | Winter | Generation - 2022 Vintage | On-Peak | \$0.13441 | \$0.14500 | + \$0.01 |
| TOU-A-3-S | Winter | Generation - 2022 Vintage | Off-Peak | \$0.06547 | \$0.07140 | + \$0.01 |
| TOU-A-3-S | Winter | Generation - 2022 Vintage | Super Off-Peak | \$0.04546 | \$0.05005 | + \$0.01 |

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|-----------|--------|---------------------------|----------------|-----------|-----------|----------|
| TOU-A-3-P | Summer | Generation - 2022 Vintage | On-Peak | \$0.27026 | \$0.29002 | + \$0.01 |
| TOU-A-3-P | Summer | Generation - 2022 Vintage | Off-Peak | \$0.15530 | \$0.16730 | + \$0.01 |
| TOU-A-3-P | Summer | Generation - 2022 Vintage | Super Off-Peak | \$0.05294 | \$0.05803 | + \$0.01 |
| TOU-A-3-P | Winter | Generation - 2022 Vintage | On-Peak | \$0.13369 | \$0.14423 | + \$0.01 |

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|-----------|--------|---------------------------|----------------|-----------|-----------|----------|
| TOU-A-3-P | Winter | Generation - 2022 Vintage | Off-Peak | \$0.06510 | \$0.07102 | + \$0.01 |
| TOU-A-3-P | Winter | Generation - 2022 Vintage | Super Off-Peak | \$0.04524 | \$0.04981 | + \$0.01 |
| A-TC | Summer | Generation - 2022 Vintage | Total | \$0.07143 | \$0.07777 | + \$0.01 |
| A-TC | Winter | Generation - 2022 Vintage | Total | \$0.07143 | \$0.07777 | + \$0.01 |
| TOU-M | Summer | Generation - 2022 Vintage | On-Peak | \$0.37117 | \$0.39774 | + \$0.01 |
| TOU-M | Summer | Generation - 2022 Vintage | Off-Peak | \$0.11144 | \$0.12048 | + \$0.01 |
| TOU-M | Summer | Generation - 2022 Vintage | Super Off-Peak | \$0.05225 | \$0.05729 | + \$0.01 |
| TOU-M | Winter | Generation - 2022 Vintage | On-Peak | \$0.13441 | \$0.14500 | + \$0.01 |
| TOU-M | Winter | Generation - 2022 Vintage | Off-Peak | \$0.06547 | \$0.07140 | + \$0.01 |
| TOU-M | Winter | Generation - 2022 Vintage | Super Off-Peak | \$0.04546 | \$0.05005 | + \$0.01 |
| OL-TOU | Summer | Generation - 2022 Vintage | On-Peak | \$0.52802 | \$0.56528 | + \$0.01 |
| OL-TOU | Summer | Generation - 2022 Vintage | Off-Peak | \$0.16829 | \$0.18128 | + \$0.01 |
| OL-TOU | Summer | Generation - 2022 Vintage | Super Off-Peak | \$0.07042 | \$0.07680 | + \$0.01 |
| OL-TOU | Winter | Generation - 2022 Vintage | On-Peak | \$0.17436 | \$0.18776 | + \$0.01 |
| OL-TOU | Winter | Generation - 2022 Vintage | Off-Peak | \$0.08715 | \$0.09466 | + \$0.01 |
| OL-TOU | Winter | Generation - 2022 Vintage | Super Off-Peak | \$0.06185 | \$0.06765 | + \$0.01 |
| AL-TOU-S | Summer | Demand - 2022 Vintage | On-Peak | \$16.50 | \$17.62 | |
| AL-TOU-S | Summer | Generation - 2022 Vintage | On-Peak | \$0.21227 | \$0.22822 | + \$0.01 |
| AL-TOU-S | Summer | Generation - 2022 Vintage | Off-Peak | \$0.11912 | \$0.12879 | + \$0.01 |
| AL-TOU-S | Summer | Generation - 2022 Vintage | Super Off-Peak | \$0.09881 | \$0.10710 | + \$0.01 |
| AL-TOU-S | Winter | Generation - 2022 Vintage | On-Peak | \$0.23395 | \$0.25137 | + \$0.01 |
| AL-TOU-S | Winter | Generation - 2022 Vintage | Off-Peak | \$0.12056 | \$0.13032 | + \$0.01 |
| AL-TOU-S | Winter | Generation - 2022 Vintage | Super Off-Peak | \$0.08766 | \$0.09520 | + \$0.01 |
| AL-TOU-P | Summer | Demand - 2022 Vintage | On-Peak | \$16.42 | \$17.53 | |
| AL-TOU-P | Summer | Generation - 2022 Vintage | On-Peak | \$0.21113 | \$0.22701 | + \$0.01 |
| AL-TOU-P | Summer | Generation - 2022 Vintage | Off-Peak | \$0.11846 | \$0.12808 | + \$0.01 |
| AL-TOU-P | Summer | Generation - 2022 Vintage | Super Off-Peak | \$0.09839 | \$0.10666 | + \$0.01 |
| AL-TOU-P | Winter | Generation - 2022 Vintage | On-Peak | \$0.23277 | \$0.25011 | + \$0.01 |
| AL-TOU-P | Winter | Generation - 2022 Vintage | Off-Peak | \$0.11996 | \$0.12968 | + \$0.01 |

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|------------|--------|---------------------------|----------------|-----------|-----------|----------|
| AL-TOU-P | Winter | Generation - 2022 Vintage | Super Off-Peak | \$0.08729 | \$0.09481 | + \$0.01 |
| AL-TOU-T | Summer | Demand - 2022 Vintage | On-Peak | \$15.71 | \$16.77 | |
| AL-TOU-T | Summer | Generation - 2022 Vintage | On-Peak | \$0.20104 | \$0.21623 | + \$0.01 |
| AL-TOU-T | Summer | Generation - 2022 Vintage | Off-Peak | \$0.11238 | \$0.12160 | + \$0.01 |
| AL-TOU-T | Summer | Generation - 2022 Vintage | Super Off-Peak | \$0.09345 | \$0.10138 | + \$0.01 |
| AL-TOU-T | Winter | Generation - 2022 Vintage | On-Peak | \$0.22194 | \$0.23855 | + \$0.01 |
| AL-TOU-T | Winter | Generation - 2022 Vintage | Off-Peak | \$0.11405 | \$0.12337 | + \$0.01 |
| AL-TOU-T | Winter | Generation - 2022 Vintage | Super Off-Peak | \$0.08280 | \$0.09002 | + \$0.01 |
| AL-TOU-2-S | Summer | Demand - 2022 Vintage | On-Peak | \$29.29 | \$31.26 | |
| AL-TOU-2-S | Summer | Generation - 2022 Vintage | On-Peak | \$0.19046 | \$0.20494 | + \$0.01 |
| AL-TOU-2-S | Summer | Generation - 2022 Vintage | Off-Peak | \$0.10606 | \$0.11485 | + \$0.01 |
| AL-TOU-2-S | Summer | Generation - 2022 Vintage | Super Off-Peak | \$0.08720 | \$0.09471 | + \$0.01 |
| AL-TOU-2-S | Winter | Generation - 2022 Vintage | On-Peak | \$0.20958 | \$0.22536 | + \$0.01 |
| AL-TOU-2-S | Winter | Generation - 2022 Vintage | Off-Peak | \$0.10689 | \$0.11573 | + \$0.01 |
| AL-TOU-2-S | Winter | Generation - 2022 Vintage | Super Off-Peak | \$0.07710 | \$0.08394 | + \$0.01 |
| AL-TOU-2-P | Summer | Demand - 2022 Vintage | On-Peak | \$29.15 | \$31.12 | |
| AL-TOU-2-P | Summer | Generation - 2022 Vintage | On-Peak | \$0.18943 | \$0.20384 | + \$0.01 |
| AL-TOU-2-P | Summer | Generation - 2022 Vintage | Off-Peak | \$0.10546 | \$0.11420 | + \$0.01 |
| AL-TOU-2-P | Summer | Generation - 2022 Vintage | Super Off-Peak | \$0.08681 | \$0.09430 | + \$0.01 |
| AL-TOU-2-P | Winter | Generation - 2022 Vintage | On-Peak | \$0.20851 | \$0.22421 | + \$0.01 |
| AL-TOU-2-P | Winter | Generation - 2022 Vintage | Off-Peak | \$0.10635 | \$0.11515 | + \$0.01 |
| AL-TOU-2-P | Winter | Generation - 2022 Vintage | Super Off-Peak | \$0.07677 | \$0.08358 | + \$0.01 |
| AL-TOU-2-T | Summer | Demand - 2022 Vintage | On-Peak | \$27.90 | \$29.78 | |
| AL-TOU-2-T | Summer | Generation - 2022 Vintage | On-Peak | \$0.18026 | \$0.19405 | + \$0.01 |
| AL-TOU-2-T | Summer | Generation - 2022 Vintage | Off-Peak | \$0.09995 | \$0.10832 | + \$0.01 |
| AL-TOU-2-T | Summer | Generation - 2022 Vintage | Super Off-Peak | \$0.08234 | \$0.08953 | + \$0.01 |
| AL-TOU-2-T | Winter | Generation - 2022 Vintage | On-Peak | \$0.19870 | \$0.21374 | + \$0.01 |
| AL-TOU-2-T | Winter | Generation - 2022 Vintage | Off-Peak | \$0.10099 | \$0.10944 | + \$0.01 |
| AL-TOU-2-T | Winter | Generation - 2022 Vintage | Super Off-Peak | \$0.07270 | \$0.07924 | + \$0.01 |

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|--------|--------|---------------------------|----------------|-----------|-----------|----------|
| DG-R-S | Summer | Generation - 2022 Vintage | On-Peak | \$0.52703 | \$0.56422 | + \$0.01 |
| DG-R-S | Summer | Generation - 2022 Vintage | Off-Peak | \$0.16884 | \$0.18187 | + \$0.01 |
| DG-R-S | Summer | Generation - 2022 Vintage | Super Off-Peak | \$0.07042 | \$0.07680 | + \$0.01 |
| DG-R-S | Winter | Generation - 2022 Vintage | On-Peak | \$0.17436 | \$0.18776 | + \$0.01 |
| DG-R-S | Winter | Generation - 2022 Vintage | Off-Peak | \$0.08715 | \$0.09466 | + \$0.01 |
| DG-R-S | Winter | Generation - 2022 Vintage | Super Off-Peak | \$0.06185 | \$0.06765 | + \$0.01 |

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|--------|--------|---------------------------|----------------|-----------|-----------|----------|
| DG-R-P | Summer | Generation - 2022 Vintage | On-Peak | \$0.52441 | \$0.56143 | + \$0.01 |
| DG-R-P | Summer | Generation - 2022 Vintage | Off-Peak | \$0.16796 | \$0.18093 | + \$0.01 |
| DG-R-P | Summer | Generation - 2022 Vintage | Super Off-Peak | \$0.07010 | \$0.07646 | + \$0.01 |
| DG-R-P | Winter | Generation - 2022 Vintage | On-Peak | \$0.17346 | \$0.18679 | + \$0.01 |
| DG-R-P | Winter | Generation - 2022 Vintage | Off-Peak | \$0.08669 | \$0.09417 | + \$0.01 |
| DG-R-P | Winter | Generation - 2022 Vintage | Super Off-Peak | \$0.06156 | \$0.06735 | + \$0.01 |

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|--------|--------|---------------------------|----------------|-----------|-----------|----------|
| DG-R-T | Summer | Generation - 2022 Vintage | On-Peak | \$0.50131 | \$0.53677 | + \$0.01 |
| DG-R-T | Summer | Generation - 2022 Vintage | Off-Peak | \$0.15990 | \$0.17232 | + \$0.01 |
| DG-R-T | Summer | Generation - 2022 Vintage | Super Off-Peak | \$0.06629 | \$0.07239 | + \$0.01 |
| DG-R-T | Winter | Generation - 2022 Vintage | On-Peak | \$0.16513 | \$0.17790 | + \$0.01 |
| DG-R-T | Winter | Generation - 2022 Vintage | Off-Peak | \$0.08214 | \$0.08931 | + \$0.01 |
| DG-R-T | Winter | Generation - 2022 Vintage | Super Off-Peak | \$0.05811 | \$0.06366 | + \$0.01 |

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|----------|--------|---------------------------|----------------|-----------|-----------|----------|
| A6-TOU-P | Summer | Demand - 2022 Vintage | Total | \$16.42 | \$17.53 | |
| A6-TOU-P | Summer | Generation - 2022 Vintage | On-Peak | \$0.21113 | \$0.22701 | + \$0.01 |
| A6-TOU-P | Summer | Generation - 2022 Vintage | Off-Peak | \$0.11846 | \$0.12808 | + \$0.01 |
| A6-TOU-P | Summer | Generation - 2022 Vintage | Super Off-Peak | \$0.09839 | \$0.10666 | + \$0.01 |
| A6-TOU-P | Winter | Generation - 2022 Vintage | On-Peak | \$0.23277 | \$0.25011 | + \$0.01 |
| A6-TOU-P | Winter | Generation - 2022 Vintage | Off-Peak | \$0.11996 | \$0.12968 | + \$0.01 |
| A6-TOU-P | Winter | Generation - 2022 Vintage | Super Off-Peak | \$0.08729 | \$0.09481 | + \$0.01 |

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|----------|--------|---------------------------|----------------|-----------|-----------|----------|
| A6-TOU-T | Summer | Demand - 2022 Vintage | Total | \$15.71 | \$16.77 | |
| A6-TOU-T | Summer | Generation - 2022 Vintage | On-Peak | \$0.20104 | \$0.21623 | + \$0.01 |
| A6-TOU-T | Summer | Generation - 2022 Vintage | Off-Peak | \$0.11238 | \$0.12160 | + \$0.01 |
| A6-TOU-T | Summer | Generation - 2022 Vintage | Super Off-Peak | \$0.09345 | \$0.10138 | + \$0.01 |
| A6-TOU-T | Winter | Generation - 2022 Vintage | On-Peak | \$0.22194 | \$0.23855 | + \$0.01 |

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|------------------|--------|---------------------------|----------------|-----------|-----------|----------|
| A6-TOU-T | Winter | Generation - 2022 Vintage | Off-Peak | \$0.11405 | \$0.12337 | + \$0.01 |
| A6-TOU-T | Winter | Generation - 2022 Vintage | Super Off-Peak | \$0.08280 | \$0.09002 | + \$0.01 |
| TOU-PA-S | Summer | Generation - 2022 Vintage | On-Peak | \$0.25847 | \$0.27783 | + \$0.01 |
| TOU-PA-S | Summer | Generation - 2022 Vintage | Off-Peak | \$0.13009 | \$0.14078 | + \$0.01 |
| TOU-PA-S | Winter | Generation - 2022 Vintage | On-Peak | \$0.12045 | \$0.13049 | + \$0.01 |
| TOU-PA-S | Winter | Generation - 2022 Vintage | Off-Peak | \$0.04416 | \$0.04905 | + \$0.01 |
| TOU-PA-P | Summer | Generation - 2022 Vintage | On-Peak | \$0.25704 | \$0.27630 | + \$0.01 |
| TOU-PA-P | Summer | Generation - 2022 Vintage | Off-Peak | \$0.12930 | \$0.13994 | + \$0.01 |
| TOU-PA-P | Winter | Generation - 2022 Vintage | On-Peak | \$0.11975 | \$0.12974 | + \$0.01 |
| TOU-PA-P | Winter | Generation - 2022 Vintage | Off-Peak | \$0.04388 | \$0.04876 | + \$0.01 |
| TOU-PA-2-S | Summer | Demand - 2022 Vintage | On-Peak | \$11.89 | \$12.69 | |
| TOU-PA-2-S | Summer | Generation - 2022 Vintage | On-Peak | \$0.12756 | \$0.13809 | + \$0.01 |
| TOU-PA-2-S | Summer | Generation - 2022 Vintage | Off-Peak | \$0.06591 | \$0.07228 | + \$0.01 |
| TOU-PA-2-S | Summer | Generation - 2022 Vintage | Super Off-Peak | \$0.05198 | \$0.05740 | + \$0.01 |
| TOU-PA-2-S | Winter | Generation - 2022 Vintage | On-Peak | \$0.14026 | \$0.15164 | + \$0.01 |
| TOU-PA-2-S | Winter | Generation - 2022 Vintage | Off-Peak | \$0.06618 | \$0.07256 | + \$0.01 |
| TOU-PA-2-S | Winter | Generation - 2022 Vintage | Super Off-Peak | \$0.04469 | \$0.04962 | + \$0.01 |
| TOU-PA-2-P | Summer | Demand - 2022 Vintage | On-Peak | \$11.83 | \$12.62 | |
| TOU-PA-2-P | Summer | Generation - 2022 Vintage | On-Peak | \$0.12684 | \$0.13731 | + \$0.01 |
| TOU-PA-2-P | Summer | Generation - 2022 Vintage | Off-Peak | \$0.06550 | \$0.07183 | + \$0.01 |
| TOU-PA-2-P | Summer | Generation - 2022 Vintage | Super Off-Peak | \$0.05171 | \$0.05711 | + \$0.01 |
| TOU-PA-2-P | Winter | Generation - 2022 Vintage | On-Peak | \$0.13949 | \$0.15081 | + \$0.01 |
| TOU-PA-2-P | Winter | Generation - 2022 Vintage | Off-Peak | \$0.06579 | \$0.07214 | + \$0.01 |
| TOU-PA-2-P | Winter | Generation - 2022 Vintage | Super Off-Peak | \$0.04445 | \$0.04936 | + \$0.01 |
| TOU-PA-3-S <20kW | Summer | Generation - 2022 Vintage | On-Peak | \$0.30129 | \$0.32354 | + \$0.01 |
| TOU-PA-3-S <20kW | Summer | Generation - 2022 Vintage | Off-Peak | \$0.14999 | \$0.16202 | + \$0.01 |
| TOU-PA-3-S <20kW | Summer | Generation - 2022 Vintage | Super Off-Peak | \$0.05662 | \$0.06236 | + \$0.01 |
| TOU-PA-3-S <20kW | Winter | Generation - 2022 Vintage | On-Peak | \$0.10984 | \$0.11916 | + \$0.01 |
| TOU-PA-3-S <20kW | Winter | Generation - 2022 Vintage | Off-Peak | \$0.04913 | \$0.05436 | + \$0.01 |

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| TOU-PA-3-S <20kW | Winter | Generation - 2022 Vintage | Super Off-Peak | \$0.03151 | \$0.03555 | + \$0.01 |
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| TOU-PA-3-P <20kW | Summer | Generation - 2022 Vintage | On-Peak | \$0.29971 | \$0.32185 | + \$0.01 |
| TOU-PA-3-P <20kW | Summer | Generation - 2022 Vintage | Off-Peak | \$0.14913 | \$0.16110 | + \$0.01 |
| TOU-PA-3-P <20kW | Summer | Generation - 2022 Vintage | Super Off-Peak | \$0.05621 | \$0.06192 | + \$0.01 |
| TOU-PA-3-P <20kW | Winter | Generation - 2022 Vintage | On-Peak | \$0.10920 | \$0.11849 | + \$0.01 |
| TOU-PA-3-P <20kW | Winter | Generation - 2022 Vintage | Off-Peak | \$0.04881 | \$0.05401 | + \$0.01 |
| TOU-PA-3-P <20kW | Winter | Generation - 2022 Vintage | Super Off-Peak | \$0.03131 | \$0.03534 | + \$0.01 |

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| TOU-PA-3-S >=20kW | Summer | Demand - 2022 Vintage | On-Peak | \$2.82 | \$3.01 | |
| TOU-PA-3-S >=20kW | Summer | Generation - 2022 Vintage | On-Peak | \$0.27444 | \$0.29487 | + \$0.01 |
| TOU-PA-3-S >=20kW | Summer | Generation - 2022 Vintage | Off-Peak | \$0.13163 | \$0.14242 | + \$0.01 |
| TOU-PA-3-S >=20kW | Summer | Generation - 2022 Vintage | Super Off-Peak | \$0.04841 | \$0.05359 | + \$0.01 |
| TOU-PA-3-S >=20kW | Winter | Generation - 2022 Vintage | On-Peak | \$0.10353 | \$0.11243 | + \$0.01 |
| TOU-PA-3-S >=20kW | Winter | Generation - 2022 Vintage | Off-Peak | \$0.04559 | \$0.05058 | + \$0.01 |
| TOU-PA-3-S >=20kW | Winter | Generation - 2022 Vintage | Super Off-Peak | \$0.02877 | \$0.03263 | + \$0.01 |

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| TOU-PA-3-P >=20kW | Summer | Demand - 2022 Vintage | On-Peak | \$2.80 | \$2.99 | |
| TOU-PA-3-P >=20kW | Summer | Generation - 2022 Vintage | On-Peak | \$0.27300 | \$0.29333 | + \$0.01 |
| TOU-PA-3-P >=20kW | Summer | Generation - 2022 Vintage | Off-Peak | \$0.13087 | \$0.14162 | + \$0.01 |
| TOU-PA-3-P >=20kW | Summer | Generation - 2022 Vintage | Super Off-Peak | \$0.04803 | \$0.05319 | + \$0.01 |
| TOU-PA-3-P >=20kW | Winter | Generation - 2022 Vintage | On-Peak | \$0.10289 | \$0.11175 | + \$0.01 |
| TOU-PA-3-P >=20kW | Winter | Generation - 2022 Vintage | Off-Peak | \$0.04523 | \$0.05020 | + \$0.01 |
| TOU-PA-3-P >=20kW | Winter | Generation - 2022 Vintage | Super Off-Peak | \$0.02850 | \$0.03234 | + \$0.01 |

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| PA-T-1-S | Summer | Demand - 2022 Vintage | On-Peak | \$6.65 | \$7.10 | |
| PA-T-1-S | Summer | Generation - 2022 Vintage | On-Peak | \$0.13571 | \$0.14678 | + \$0.01 |
| PA-T-1-S | Summer | Generation - 2022 Vintage | Off-Peak | \$0.07090 | \$0.07760 | + \$0.01 |
| PA-T-1-S | Summer | Generation - 2022 Vintage | Super Off-Peak | \$0.05740 | \$0.06319 | + \$0.01 |
| PA-T-1-S | Winter | Generation - 2022 Vintage | On-Peak | \$0.15166 | \$0.16381 | + \$0.01 |
| PA-T-1-S | Winter | Generation - 2022 Vintage | Off-Peak | \$0.07258 | \$0.07939 | + \$0.01 |
| PA-T-1-S | Winter | Generation - 2022 Vintage | Super Off-Peak | \$0.04963 | \$0.05490 | + \$0.01 |

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| PA-T-1-P | Summer | Demand - 2022 Vintage | On-Peak | \$6.62 | \$7.06 | |
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|----------|--------|---------------------------|----------------|-----------|-----------|----------|
| PA-T-1-P | Summer | Generation - 2022 Vintage | On-Peak | \$0.13492 | \$0.14594 | + \$0.01 |
| PA-T-1-P | Summer | Generation - 2022 Vintage | Off-Peak | \$0.07044 | \$0.07711 | + \$0.01 |
| PA-T-1-P | Summer | Generation - 2022 Vintage | Super Off-Peak | \$0.05711 | \$0.06288 | + \$0.01 |
| PA-T-1-P | Winter | Generation - 2022 Vintage | On-Peak | \$0.15084 | \$0.16294 | + \$0.01 |
| PA-T-1-P | Winter | Generation - 2022 Vintage | Off-Peak | \$0.07216 | \$0.07895 | + \$0.01 |
| PA-T-1-P | Winter | Generation - 2022 Vintage | Super Off-Peak | \$0.04938 | \$0.05462 | + \$0.01 |

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|----------|--------|---------------------------|----------------|-----------|-----------|----------|
| PA-T-1-T | Summer | Demand - 2022 Vintage | On-Peak | \$6.33 | \$6.76 | |
| PA-T-1-T | Summer | Generation - 2022 Vintage | On-Peak | \$0.12791 | \$0.13846 | + \$0.01 |
| PA-T-1-T | Summer | Generation - 2022 Vintage | Off-Peak | \$0.06623 | \$0.07262 | + \$0.01 |
| PA-T-1-T | Summer | Generation - 2022 Vintage | Super Off-Peak | \$0.05366 | \$0.05920 | + \$0.01 |
| PA-T-1-T | Winter | Generation - 2022 Vintage | On-Peak | \$0.14328 | \$0.15487 | + \$0.01 |
| PA-T-1-T | Winter | Generation - 2022 Vintage | Off-Peak | \$0.06803 | \$0.07453 | + \$0.01 |
| PA-T-1-T | Winter | Generation - 2022 Vintage | Super Off-Peak | \$0.04624 | \$0.05127 | + \$0.01 |

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|----|-----|---------------------------|-------|-----------|-----------|----------|
| LS | All | Generation - 2022 Vintage | Total | \$0.08552 | \$0.09272 | + \$0.01 |
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| OL-2 | All | Generation - 2022 Vintage | Total | \$0.08552 | \$0.09272 | + \$0.01 |
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|---------|--------|---------------------------|----------------|-----------|-----------|----------|
| LS-2-AD | Summer | Generation - 2022 Vintage | On-Peak | \$0.27308 | \$0.29293 | + \$0.01 |
| LS-2-AD | Summer | Generation - 2022 Vintage | Off-Peak | \$0.15756 | \$0.16962 | + \$0.01 |
| LS-2-AD | Summer | Generation - 2022 Vintage | Super Off-Peak | \$0.05471 | \$0.05983 | + \$0.01 |
| LS-2-AD | Winter | Generation - 2022 Vintage | On-Peak | \$0.13581 | \$0.14640 | + \$0.01 |
| LS-2-AD | Winter | Generation - 2022 Vintage | Off-Peak | \$0.06687 | \$0.07280 | + \$0.01 |
| LS-2-AD | Winter | Generation - 2022 Vintage | Super Off-Peak | \$0.04686 | \$0.05145 | + \$0.01 |

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|---------|--------|---------------------------|-----------|-----------|-----------|----------|
| G-TOU-M | Summer | Generation - 2022 Vintage | On-Peak | \$0.16288 | \$0.17539 | + \$0.01 |
| G-TOU-M | Summer | Generation - 2022 Vintage | Semi-Peak | \$0.16283 | \$0.17533 | + \$0.01 |
| G-TOU-M | Summer | Generation - 2022 Vintage | Off-Peak | \$0.16281 | \$0.17531 | + \$0.01 |
| G-TOU-M | Winter | Generation - 2022 Vintage | On-Peak | \$0.17135 | \$0.18444 | + \$0.01 |
| G-TOU-M | Winter | Generation - 2022 Vintage | Semi-Peak | \$0.06835 | \$0.07448 | + \$0.01 |
| G-TOU-M | Winter | Generation - 2022 Vintage | Off-Peak | \$0.06833 | \$0.07446 | + \$0.01 |

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|----------|--------|---------------------------|---------|-----------|-----------|----------|
| G-OL-TOU | Summer | Generation - 2022 Vintage | On-Peak | \$0.15313 | \$0.16510 | + \$0.01 |
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|----------|--------|---------------------------|-----------|-----------|-----------|----------|
| G-OL-TOU | Summer | Generation - 2022 Vintage | Semi-Peak | \$0.14225 | \$0.15348 | + \$0.01 |
| G-OL-TOU | Summer | Generation - 2022 Vintage | Off-Peak | \$0.13380 | \$0.14446 | + \$0.01 |
| G-OL-TOU | Winter | Generation - 2022 Vintage | On-Peak | \$0.34186 | \$0.36656 | + \$0.01 |
| G-OL-TOU | Winter | Generation - 2022 Vintage | Semi-Peak | \$0.14739 | \$0.15896 | + \$0.01 |
| G-OL-TOU | Winter | Generation - 2022 Vintage | Off-Peak | \$0.14737 | \$0.15895 | + \$0.01 |

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|-----------|--------|---------------------------|-----------|-----------|-----------|----------|
| G-TOU-A-S | Summer | Generation - 2022 Vintage | On-Peak | \$0.30854 | \$0.33088 | + \$0.01 |
| G-TOU-A-S | Summer | Generation - 2022 Vintage | Semi-Peak | \$0.16543 | \$0.17811 | + \$0.01 |
| G-TOU-A-S | Summer | Generation - 2022 Vintage | Off-Peak | \$0.06281 | \$0.06857 | + \$0.01 |
| G-TOU-A-S | Winter | Generation - 2022 Vintage | On-Peak | \$0.16785 | \$0.18070 | + \$0.01 |
| G-TOU-A-S | Winter | Generation - 2022 Vintage | Semi-Peak | \$0.06670 | \$0.07272 | + \$0.01 |
| G-TOU-A-S | Winter | Generation - 2022 Vintage | Off-Peak | \$0.06669 | \$0.07271 | + \$0.01 |

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| G-TOU-A-P | Summer | Generation - 2022 Vintage | On-Peak | \$0.30680 | \$0.32902 | + \$0.01 |
| G-TOU-A-P | Summer | Generation - 2022 Vintage | Semi-Peak | \$0.16444 | \$0.17706 | + \$0.01 |
| G-TOU-A-P | Summer | Generation - 2022 Vintage | Off-Peak | \$0.06236 | \$0.06809 | + \$0.01 |
| G-TOU-A-P | Winter | Generation - 2022 Vintage | On-Peak | \$0.16693 | \$0.17972 | + \$0.01 |
| G-TOU-A-P | Winter | Generation - 2022 Vintage | Semi-Peak | \$0.06631 | \$0.07231 | + \$0.01 |
| G-TOU-A-P | Winter | Generation - 2022 Vintage | Off-Peak | \$0.06629 | \$0.07229 | + \$0.01 |

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| G-AL-TOU-S | Summer | Demand - 2022 Vintage | On-Peak | \$1.96 | \$2.09 | |
| G-AL-TOU-S | Summer | Generation - 2022 Vintage | On-Peak | \$0.11271 | \$0.12195 | + \$0.01 |
| G-AL-TOU-S | Summer | Generation - 2022 Vintage | Semi-Peak | \$0.11215 | \$0.12135 | + \$0.01 |
| G-AL-TOU-S | Summer | Generation - 2022 Vintage | Off-Peak | \$0.10619 | \$0.11498 | + \$0.01 |
| G-AL-TOU-S | Winter | Generation - 2022 Vintage | On-Peak | \$0.38060 | \$0.40791 | + \$0.01 |
| G-AL-TOU-S | Winter | Generation - 2022 Vintage | Semi-Peak | \$0.16555 | \$0.17835 | + \$0.01 |
| G-AL-TOU-S | Winter | Generation - 2022 Vintage | Off-Peak | \$0.16553 | \$0.17833 | + \$0.01 |

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| G-AL-TOU-P | Summer | Demand - 2022 Vintage | On-Peak | \$1.95 | \$2.08 | |
| G-AL-TOU-P | Summer | Generation - 2022 Vintage | On-Peak | \$0.11199 | \$0.12118 | + \$0.01 |
| G-AL-TOU-P | Summer | Generation - 2022 Vintage | Semi-Peak | \$0.11144 | \$0.12059 | + \$0.01 |
| G-AL-TOU-P | Summer | Generation - 2022 Vintage | Off-Peak | \$0.10550 | \$0.11425 | + \$0.01 |
| G-AL-TOU-P | Winter | Generation - 2022 Vintage | On-Peak | \$0.37864 | \$0.40582 | + \$0.01 |
| G-AL-TOU-P | Winter | Generation - 2022 Vintage | Semi-Peak | \$0.16471 | \$0.17745 | + \$0.01 |

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| G-AL-TOU-P | Winter | Generation - 2022 Vintage | Off-Peak | \$0.16469 | \$0.17743 | + \$0.01 |
| G-AL-TOU-T | Summer | Demand - 2022 Vintage | On-Peak | \$1.86 | \$1.98 | |
| G-AL-TOU-T | Summer | Generation - 2022 Vintage | On-Peak | \$0.10596 | \$0.11474 | + \$0.01 |
| G-AL-TOU-T | Summer | Generation - 2022 Vintage | Semi-Peak | \$0.10544 | \$0.11418 | + \$0.01 |
| G-AL-TOU-T | Summer | Generation - 2022 Vintage | Off-Peak | \$0.09975 | \$0.10811 | + \$0.01 |
| G-AL-TOU-T | Winter | Generation - 2022 Vintage | On-Peak | \$0.36137 | \$0.38739 | + \$0.01 |
| G-AL-TOU-T | Winter | Generation - 2022 Vintage | Semi-Peak | \$0.15685 | \$0.16906 | + \$0.01 |
| G-AL-TOU-T | Winter | Generation - 2022 Vintage | Off-Peak | \$0.15683 | \$0.16904 | + \$0.01 |
| G-DG-R-S | Summer | Generation - 2022 Vintage | On-Peak | \$0.15195 | \$0.16383 | + \$0.01 |
| G-DG-R-S | Summer | Generation - 2022 Vintage | Semi-Peak | \$0.14291 | \$0.15418 | + \$0.01 |
| G-DG-R-S | Summer | Generation - 2022 Vintage | Off-Peak | \$0.13380 | \$0.14446 | + \$0.01 |
| G-DG-R-S | Winter | Generation - 2022 Vintage | On-Peak | \$0.34186 | \$0.36656 | + \$0.01 |
| G-DG-R-S | Winter | Generation - 2022 Vintage | Semi-Peak | \$0.14739 | \$0.15896 | + \$0.01 |
| G-DG-R-S | Winter | Generation - 2022 Vintage | Off-Peak | \$0.14737 | \$0.15895 | + \$0.01 |
| G-DG-R-P | Summer | Generation - 2022 Vintage | On-Peak | \$0.15109 | \$0.16291 | + \$0.01 |
| G-DG-R-P | Summer | Generation - 2022 Vintage | Semi-Peak | \$0.14205 | \$0.15327 | + \$0.01 |
| G-DG-R-P | Summer | Generation - 2022 Vintage | Off-Peak | \$0.13298 | \$0.14358 | + \$0.01 |
| G-DG-R-P | Winter | Generation - 2022 Vintage | On-Peak | \$0.34009 | \$0.36467 | + \$0.01 |
| G-DG-R-P | Winter | Generation - 2022 Vintage | Semi-Peak | \$0.14663 | \$0.15816 | + \$0.01 |
| G-DG-R-P | Winter | Generation - 2022 Vintage | Off-Peak | \$0.14662 | \$0.15814 | + \$0.01 |
| G-DG-R-T | Summer | Generation - 2022 Vintage | On-Peak | \$0.14383 | \$0.15517 | + \$0.01 |
| G-DG-R-T | Summer | Generation - 2022 Vintage | Semi-Peak | \$0.13483 | \$0.14555 | + \$0.01 |
| G-DG-R-T | Summer | Generation - 2022 Vintage | Off-Peak | \$0.12600 | \$0.13613 | + \$0.01 |
| G-DG-R-T | Winter | Generation - 2022 Vintage | On-Peak | \$0.32447 | \$0.34800 | + \$0.01 |
| G-DG-R-T | Winter | Generation - 2022 Vintage | Semi-Peak | \$0.13953 | \$0.15057 | + \$0.01 |
| G-DG-R-T | Winter | Generation - 2022 Vintage | Off-Peak | \$0.13951 | \$0.15055 | + \$0.01 |
| G-A6-TOU-P | Summer | Demand - 2022 Vintage | Total | \$1.95 | \$2.08 | |
| G-A6-TOU-P | Summer | Generation - 2022 Vintage | On-Peak | \$0.11199 | \$0.12118 | + \$0.01 |
| G-A6-TOU-P | Summer | Generation - 2022 Vintage | Semi-Peak | \$0.11144 | \$0.12059 | + \$0.01 |

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| G-A6-TOU-P | Summer | Generation - 2022 Vintage | Off-Peak | \$0.10550 | \$0.11425 | + \$0.01 |
| G-A6-TOU-P | Winter | Generation - 2022 Vintage | On-Peak | \$0.37864 | \$0.40582 | + \$0.01 |
| G-A6-TOU-P | Winter | Generation - 2022 Vintage | Semi-Peak | \$0.16471 | \$0.17745 | + \$0.01 |
| G-A6-TOU-P | Winter | Generation - 2022 Vintage | Off-Peak | \$0.16469 | \$0.17743 | + \$0.01 |

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| G-A6-TOU-T | Summer | Demand - 2022 Vintage | Total | \$1.86 | \$1.98 | |
| G-A6-TOU-T | Summer | Generation - 2022 Vintage | On-Peak | \$0.10596 | \$0.11474 | + \$0.01 |
| G-A6-TOU-T | Summer | Generation - 2022 Vintage | Semi-Peak | \$0.10544 | \$0.11418 | + \$0.01 |
| G-A6-TOU-T | Summer | Generation - 2022 Vintage | Off-Peak | \$0.09975 | \$0.10811 | + \$0.01 |
| G-A6-TOU-T | Winter | Generation - 2022 Vintage | On-Peak | \$0.36137 | \$0.38739 | + \$0.01 |
| G-A6-TOU-T | Winter | Generation - 2022 Vintage | Semi-Peak | \$0.15685 | \$0.16906 | + \$0.01 |
| G-A6-TOU-T | Winter | Generation - 2022 Vintage | Off-Peak | \$0.15683 | \$0.16904 | + \$0.01 |

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|------------|--------|---------------------------|-----------|-----------|-----------|----------|
| G-PA-T-1-S | Summer | Demand - 2022 Vintage | On-Peak | \$0.67 | \$0.71 | |
| G-PA-T-1-S | Summer | Generation - 2022 Vintage | On-Peak | \$0.06519 | \$0.07151 | + \$0.01 |
| G-PA-T-1-S | Summer | Generation - 2022 Vintage | Semi-Peak | \$0.06496 | \$0.07126 | + \$0.01 |
| G-PA-T-1-S | Summer | Generation - 2022 Vintage | Off-Peak | \$0.06117 | \$0.06721 | + \$0.01 |
| G-PA-T-1-S | Winter | Generation - 2022 Vintage | On-Peak | \$0.23424 | \$0.25196 | + \$0.01 |
| G-PA-T-1-S | Winter | Generation - 2022 Vintage | Semi-Peak | \$0.09473 | \$0.10304 | + \$0.01 |
| G-PA-T-1-S | Winter | Generation - 2022 Vintage | Off-Peak | \$0.09471 | \$0.10302 | + \$0.01 |

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|------------|--------|---------------------------|-----------|-----------|-----------|----------|
| G-PA-T-1-P | Summer | Demand - 2022 Vintage | On-Peak | \$0.67 | \$0.71 | |
| G-PA-T-1-P | Summer | Generation - 2022 Vintage | On-Peak | \$0.05978 | \$0.06573 | + \$0.01 |
| G-PA-T-1-P | Summer | Generation - 2022 Vintage | Semi-Peak | \$0.05955 | \$0.06548 | + \$0.01 |
| G-PA-T-1-P | Summer | Generation - 2022 Vintage | Off-Peak | \$0.05577 | \$0.06145 | + \$0.01 |
| G-PA-T-1-P | Winter | Generation - 2022 Vintage | On-Peak | \$0.23298 | \$0.25061 | + \$0.01 |
| G-PA-T-1-P | Winter | Generation - 2022 Vintage | Semi-Peak | \$0.09419 | \$0.10246 | + \$0.01 |
| G-PA-T-1-P | Winter | Generation - 2022 Vintage | Off-Peak | \$0.09417 | \$0.10244 | + \$0.01 |

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|------------|--------|---------------------------|-----------|-----------|-----------|----------|
| G-PA-T-1-T | Summer | Demand - 2022 Vintage | On-Peak | \$0.64 | \$0.68 | |
| G-PA-T-1-T | Summer | Generation - 2022 Vintage | On-Peak | \$0.06058 | \$0.06658 | + \$0.01 |
| G-PA-T-1-T | Summer | Generation - 2022 Vintage | Semi-Peak | \$0.06037 | \$0.06635 | + \$0.01 |
| G-PA-T-1-T | Summer | Generation - 2022 Vintage | Off-Peak | \$0.05675 | \$0.06249 | + \$0.01 |
| G-PA-T-1-T | Winter | Generation - 2022 Vintage | On-Peak | \$0.23149 | \$0.24902 | + \$0.01 |

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|--------------------|--------|---------------------------|-----------|-----------|-----------|----------|
| G-PA-T-1-T | Winter | Generation - 2022 Vintage | Semi-Peak | \$0.09354 | \$0.10176 | + \$0.01 |
| G-PA-T-1-T | Winter | Generation - 2022 Vintage | Off-Peak | \$0.09352 | \$0.10175 | + \$0.01 |
| G-TOU-PA-S < 20kW | Summer | Generation - 2022 Vintage | On-Peak | \$0.34413 | \$0.36926 | + \$0.01 |
| G-TOU-PA-S < 20kW | Summer | Generation - 2022 Vintage | Semi-Peak | \$0.13853 | \$0.14979 | + \$0.01 |
| G-TOU-PA-S < 20kW | Summer | Generation - 2022 Vintage | Off-Peak | \$0.06766 | \$0.07414 | + \$0.01 |
| G-TOU-PA-S < 20kW | Winter | Generation - 2022 Vintage | On-Peak | \$0.13470 | \$0.14570 | + \$0.01 |
| G-TOU-PA-S < 20kW | Winter | Generation - 2022 Vintage | Semi-Peak | \$0.04807 | \$0.05323 | + \$0.01 |
| G-TOU-PA-S < 20kW | Winter | Generation - 2022 Vintage | Off-Peak | \$0.04805 | \$0.05321 | + \$0.01 |
| G-TOU-PA-P < 20kW | Summer | Generation - 2022 Vintage | On-Peak | \$0.34217 | \$0.36718 | + \$0.01 |
| G-TOU-PA-P < 20kW | Summer | Generation - 2022 Vintage | Semi-Peak | \$0.13766 | \$0.14886 | + \$0.01 |
| G-TOU-PA-P < 20kW | Summer | Generation - 2022 Vintage | Off-Peak | \$0.06716 | \$0.07360 | + \$0.01 |
| G-TOU-PA-P < 20kW | Winter | Generation - 2022 Vintage | On-Peak | \$0.13384 | \$0.14479 | + \$0.01 |
| G-TOU-PA-P < 20kW | Winter | Generation - 2022 Vintage | Semi-Peak | \$0.04767 | \$0.05280 | + \$0.01 |
| G-TOU-PA-P < 20kW | Winter | Generation - 2022 Vintage | Off-Peak | \$0.04765 | \$0.05278 | + \$0.01 |
| G-TOU-PA-S >= 20kW | Summer | Demand - 2022 Vintage | On-Peak | \$1.06 | \$1.13 | |
| G-TOU-PA-S >= 20kW | Summer | Generation - 2022 Vintage | On-Peak | \$0.07209 | \$0.07887 | + \$0.01 |
| G-TOU-PA-S >= 20kW | Summer | Generation - 2022 Vintage | Semi-Peak | \$0.07103 | \$0.07774 | + \$0.01 |
| G-TOU-PA-S >= 20kW | Summer | Generation - 2022 Vintage | Off-Peak | \$0.06536 | \$0.07169 | + \$0.01 |
| G-TOU-PA-S >= 20kW | Winter | Generation - 2022 Vintage | On-Peak | \$0.25569 | \$0.27486 | + \$0.01 |
| G-TOU-PA-S >= 20kW | Winter | Generation - 2022 Vintage | Semi-Peak | \$0.10478 | \$0.11376 | + \$0.01 |
| G-TOU-PA-S >= 20kW | Winter | Generation - 2022 Vintage | Off-Peak | \$0.10476 | \$0.11374 | + \$0.01 |
| G-TOU-PA-P >= 20kW | Summer | Demand - 2022 Vintage | On-Peak | \$1.06 | \$1.13 | |
| G-TOU-PA-P >= 20kW | Summer | Generation - 2022 Vintage | On-Peak | \$0.07159 | \$0.07833 | + \$0.01 |
| G-TOU-PA-P >= 20kW | Summer | Generation - 2022 Vintage | Semi-Peak | \$0.07053 | \$0.07720 | + \$0.01 |
| G-TOU-PA-P >= 20kW | Summer | Generation - 2022 Vintage | Off-Peak | \$0.06502 | \$0.07133 | + \$0.01 |
| G-TOU-PA-P >= 20kW | Winter | Generation - 2022 Vintage | On-Peak | \$0.25431 | \$0.27338 | + \$0.01 |
| G-TOU-PA-P >= 20kW | Winter | Generation - 2022 Vintage | Semi-Peak | \$0.10419 | \$0.11313 | + \$0.01 |
| G-TOU-PA-P >= 20kW | Winter | Generation - 2022 Vintage | Off-Peak | \$0.10417 | \$0.11312 | + \$0.01 |
| EV-HP-S | Summer | Demand - 2022 Vintage | On-Peak | \$8.12 | \$8.67 | |

| | | | | | | |
|---------|--------|---------------------------|----------------|-----------|-----------|----------|
| EV-HP-S | Summer | Generation - 2022 Vintage | On-Peak | \$0.09259 | \$0.10047 | + \$0.01 |
| EV-HP-S | Summer | Generation - 2022 Vintage | Off-Peak | \$0.04617 | \$0.05092 | + \$0.01 |
| EV-HP-S | Summer | Generation - 2022 Vintage | Super Off-Peak | \$0.03728 | \$0.04143 | + \$0.01 |
| EV-HP-S | Winter | Generation - 2022 Vintage | On-Peak | \$0.10479 | \$0.11349 | + \$0.01 |
| EV-HP-S | Winter | Generation - 2022 Vintage | Off-Peak | \$0.04815 | \$0.05302 | + \$0.01 |
| EV-HP-S | Winter | Generation - 2022 Vintage | Super Off-Peak | \$0.03171 | \$0.03547 | + \$0.01 |

| | | | | | | |
|---------|--------|---------------------------|----------------|-----------|-----------|----------|
| EV-HP-P | Summer | Demand - 2022 Vintage | On-Peak | \$8.08 | \$8.63 | |
| EV-HP-P | Summer | Generation - 2022 Vintage | On-Peak | \$0.09202 | \$0.09986 | + \$0.01 |
| EV-HP-P | Summer | Generation - 2022 Vintage | Off-Peak | \$0.04584 | \$0.05057 | + \$0.01 |
| EV-HP-P | Summer | Generation - 2022 Vintage | Super Off-Peak | \$0.03707 | \$0.04120 | + \$0.01 |
| EV-HP-P | Winter | Generation - 2022 Vintage | On-Peak | \$0.10420 | \$0.11286 | + \$0.01 |
| EV-HP-P | Winter | Generation - 2022 Vintage | Off-Peak | \$0.04784 | \$0.05270 | + \$0.01 |
| EV-HP-P | Winter | Generation - 2022 Vintage | Super Off-Peak | \$0.03153 | \$0.03528 | + \$0.01 |

| | | | | | | |
|----------|--------|---------------------------|----------------|-----------|-----------|----------|
| TOU-ELEC | Summer | Generation - 2022 Vintage | On-Peak | \$0.37674 | \$0.40418 | + \$0.01 |
| TOU-ELEC | Summer | Generation - 2022 Vintage | Off-Peak | \$0.08525 | \$0.09303 | + \$0.01 |
| TOU-ELEC | Summer | Generation - 2022 Vintage | Super Off-Peak | \$0.04689 | \$0.05208 | + \$0.01 |
| TOU-ELEC | Winter | Generation - 2022 Vintage | On-Peak | \$0.18642 | \$0.20103 | + \$0.01 |
| TOU-ELEC | Winter | Generation - 2022 Vintage | Off-Peak | \$0.07482 | \$0.08189 | + \$0.01 |
| TOU-ELEC | Winter | Generation - 2022 Vintage | Super Off-Peak | \$0.03994 | \$0.04466 | + \$0.01 |

*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 15

To: Board of Directors

From: Dr. Eric Washington, Chief Financial Officer/Treasurer

Via: Karin Burns, Chief Executive Officer

Subject: Approve Professional Services Agreement with PS Hummingbird for Enterprise Resource Planning Implementation and Other As-Needed Services for a Total Not-To-Exceed Contract Amount of \$1,000,000

Date: January 15, 2026

Recommendation

Approve Professional Services Agreement with PS Hummingbird regarding Enterprise Resource Planning (ERP) Implementation and other as-needed services for a total not-to-exceed contract amount of \$1,000,000, and authorize the Chief Executive Officer to execute the contract.

Background

On June 26, 2025, the Board of Directors approved Resolution No. 2025-06, which formally adopted the Fiscal Year (FY) 2025-2026 Operating Budget, the FY 2025-2026 Capital Budget, and the long-range FY 2026-2030 Capital Investment Plan (CIP). The CIP outlines multi-year capital projects, equipment purchases, and major agency programs. For FY 2025-2026, the operating budget mandates a one-time transfer of net operating revenues into the CIP, establishing a continuing fund where unspent funds are automatically carried forward. The FY 2025-2026 Capital Budget, which represents the first year of the CIP, specifically includes funding for various IT Projects, within which the Enterprise Resource Planning (ERP) system implementation is allocated.

On August 20, 2025, Community Power issued a Request for Proposals (RFP) for Enterprise Resource Planning (ERP) Implementation and As-Needed Services. After reviewing proposals, staff recommended moving forward with PS Hummingbird due to their proposed implementation of Microsoft Dynamics 365 F&SCM ERP solution and extensive experience with enterprise-wide system implementations.

Analysis and Discussion

As San Diego Community Power scales its operations and launches new public initiatives, our existing, disparate systems are no longer sufficient. To achieve the operational and fiscal maturity expected of a public agency and to effectively manage public funds, we require a centralized Enterprise Resource Planning (ERP) system. This report justifies investment in the Microsoft Dynamics 365 Finance & Supply Chain Management (F&SCM) ERP, highlighting its benefits, long-term cost savings, and strategic importance in ensuring transparent, high quality public service.

Community Power currently manages vital business processes, such as budgeting and financial reporting, across multiple, disconnected systems. This decentralized approach creates significant inefficiency and introduces the risk of reporting errors, a critical vulnerability for a public agency managing public funds. The implementation of a centralized ERP system will directly address these challenges by integrating core operational and financial data. This will provide a single source of truth that prevents errors and ensures data integrity across the agency. Furthermore, as Community Power 's programs expand and the agency manages multiple pools of funds particularly for the Capital Investment Plan (CIP), the ERP provides the robust structure needed for effective tracking, public reporting, and regulatory compliance.

The investment in an ERP system is a proactive measure that yields significant long-term cost savings and promotes fiscal discipline. The system achieves cost reduction by streamlining and automating core processes; such as data entry, reconciliation, and report generation, which allows existing staff to manage a greater workload. This prevents premature or excessive hiring by maximizing the productivity of our current staff. The system's automation eliminates the laborious, time consuming manual tasks, allowing staff to shift focus from administrative duties to higher value, strategic work. Additionally, the system is designed to be self-administered by Community Power staff, granting the agency greater control and reducing dependency on external consultants for every modification or maintenance task, minimizing future service costs.

The ERP system directly supports Community Power 's mission to provide high quality public service. Real-time data and automated reporting ensure that management receives accurate, up to date financial information. This facilitates actionable decision making and ensures rapid, responsible management of public resources. The centralized and controlled environment also creates a clear, auditable trail for all financial transactions, reinforcing the agency's commitment to fiscal accountability and public trust, preventing misuse of ratepayer funding, and supporting controls set through Community Power's policies. As Community Power continues to scale, the increase in controls and transparency grows increasingly important to ensure the agency continues to be good stewards of ratepayer funding.

The selection of PS Hummingbird and the Microsoft Dynamics 365 F&SCM ERP is a highly strategic choice. PS Hummingbird's extensive experience with energy companies and public

agencies ensures the solution is tailored to the highly specific regulatory and operational needs of a Community Choice Aggregator (CCA). The Microsoft Dynamics 365 platform is designed for easy integration with current and future systems being developed by the IT department, supporting a cohesive and unified technological foundation and in support of the current Enterprise Data Platform initiative. Crucially, leveraging Community Power 's existing Microsoft licenses through this solution offers a cost advantage, maximizing fiscal efficiency.

The recommended enterprise system was selected following a competitive evaluation of multiple proposals. Microsoft Dynamics 365 F&SCM demonstrated the strongest alignment with the agency's technical requirements, offered superior integration capabilities, and provided the most favorable long-term licensing structure—representing the best overall value to the agency. By choosing a solution that aligns with our existing Microsoft ecosystem, the agency will realize substantial long-term savings through reduced licensing premiums and lower maintenance and consulting costs compared to alternative vendors.

The implementation of the ERP system is a foundational step in Community Power 's path toward operational maturity. It is essential for securing the critical functions needed to provide the high level of service, transparency, and fiscal accountability required by a public agency. Staff therefore strongly recommend approving the professional service agreement with PS Hummingbird to implement the Microsoft Dynamics 365 F&SCM ERP system. This action is crucial to achieving efficient scaling, long-term cost savings, and providing best-in-class service to the community.

Fiscal Impact

San Diego Community Power has successfully negotiated favorable rates with PS Hummingbird, leveraging pricing specifically available to public agencies. The proposed contract utilizes a fixed fee structure and contract value of \$657,275 for implementation, which sits well below the contract \$1,000,000 NTE amount. This conservative budgeting allows for a significant contingency reserve to manage potential change orders or unforeseen project requirements without seeking additional funding.

Strategic Plan

Implementing an ERP system will contribute to the strategic goal of Financial Sustainability by strengthening financial controls across contracting, risk management, and procurement.

Attachments

A: PSA PS Hummingbird

ITEM 15

ATTACHMENT A

SAN DIEGO COMMUNITY POWER PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“**Agreement**”) is made and entered into this 16th day of January 2026 (“**Effective Date**”), by and between SAN DIEGO COMMUNITY POWER, a California joint powers agency (“**SDCP**”) and PS Hummingbird, Inc., an Illinois corporation (“**Consultant**”, “**Hummingbird**”). SDCP and Consultant are sometimes individually referred to as “**Party**” and collectively as “**Parties**.”

RECITALS

A. Consultant desires to perform and assume responsibility for the provision of certain professional services required by SDCP on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing development and deployment services related to an Enterprise Resource Planning (“**ERP**”) platform, and is familiar with the plans of SDCP.

B. SDCP desires to engage Consultant to render such professional services for the development and deployment of an ERP platform that is licensed, owned and maintained by SDCP (“**Project Services**”), as well as Level 1, Level 2, and Level 3 application support following go-live of the project (“**Managed Services**”), collectively referred to as the “**Project**”, as set forth in this Agreement and described more particularly in Exhibit A.

AGREEMENT

1. Scope of Project and Term.

1.1 General Scope of Project. Consultant promises and agrees to furnish to SDCP all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the ERP implementation and support services necessary for the Project. The Project is more particularly described in Exhibit A attached hereto. The Project shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto, and all applicable local, state and federal laws, rules and regulations. The Project includes two phases: a Project Service Phase, which develops and implements the ERP platform, and a Managed Service phase. Upon completion of the Project Service Phase, a Managed Service phase shall commence immediately and continue for a period up to 12 months. During this phase, Consultant shall provide ongoing operational support, maintenance, monitoring, and other managed services. The Project is further described in the proposal to SDCP and Exhibit A.

1.2 Term. The term of this Agreement shall be from the Effective Date to December 31, 2026, unless earlier terminated as provided herein. Consultant shall complete the Project within the term of this Agreement and shall meet any other established mutually agreed upon schedules and deadlines.

2. Responsibilities of Consultant.

2.1 Control and Payment of Subordinates; Independent Contractor. The Project shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Project subject to the requirements of this Agreement. SDCP retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different projects for others during the term of this Agreement. Any additional personnel performing the Project under this Agreement on behalf of Consultant shall also not be employees of SDCP and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of the Project under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

2.2 Schedule of Project. Consultant shall perform the Project expeditiously, within the term of this Agreement, and in accordance with the Schedule of the Project set forth in Exhibit B, attached hereto. Consultant represents that it has the professional and technical personnel required to perform the Project in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, SDCP shall respond to Consultant's submittals in a timely manner. Upon request of SDCP, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of the Project.

2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of SDCP based on mutually agreed upon acceptance criteria set forth in Exhibit A.

2.4 Substitution of Key Personnel. Consultant has represented to SDCP that certain key personnel will perform and coordinate the Project under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of SDCP. In the event that SDCP and Consultant cannot agree as to the substitution of key personnel, SDCP shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Project in a manner acceptable to SDCP, or who are determined by the SDCP to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the SDCP. The key personnel for performance of this Agreement are as follows:

| Staff | Title | Organization |
|------------------|--------------------------------|----------------|
| John Lawhead | Business Development Executive | PS Hummingbird |
| Michael Majarais | Consulting Director | PS Hummingbird |
| Vivian Ly | Project Leader | PS Hummingbird |

2.5 SDCP's Representative. SDCP hereby designates Karin Burns, SDCP's **Chief Executive Officer**, or her designee, to act as its representative for the performance of this Agreement ("SDCP's Representative"). SDCP's Representative shall have the power to act on

behalf of SDCP for all purposes under this Agreement. Consultant shall not accept direction or orders from any person other than SDCP's Representative or designee.

2.6 Consultant's Representative. Consultant hereby designates **Michael Majarais**, or their designee, to act as its Representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Project, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Project under this Agreement.

2.7 Coordination of Services. Consultant agrees to work closely with SDCP staff in the performance of the Project and shall be available to SDCP's staff, consultants and other staff at all reasonable times.

2.8 Standard of Care; Performance of Employees. Consultant shall perform the Project under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Project. Consultant warrants that all employees and sub-contractors shall have sufficient skill and experience to perform the Project assigned to them. Finally, Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from SDCP, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its subcontractors who is determined by SDCP to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Project in a manner acceptable to SDCP, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to SDCP, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold SDCP, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

2.10 Insurance.

2.10.1 Time for Compliance. Consultant shall not commence the Project under this Agreement until it has provided evidence satisfactory to SDCP that it has secured all insurance required under this section, in a form and with insurance companies acceptable to SDCP. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to SDCP that the subcontractor has secured all insurance required under this section.

2.10.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subcontractors. Consultant shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001 or exact equivalent); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage (form CA 0001, code 1 (any auto) or exact equivalent); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.

2.10.3 Professional Liability. Consultant shall procure and maintain, and require its subcontractors to procure and maintain, for a period of five (5) years following completion of the Services, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$2,000,000 per claim. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

2.10.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by SDCP to add the following provisions to the insurance policies:

(A) General Liability.

(i) Commercial General Liability Insurance must include coverage for (1) Bodily Injury and Property Damage; (2) Personal Injury/Advertising Injury; (3) Premises/Operations Liability; (4) Products/Completed Operations Liability; (5) Aggregate Limits that Apply per Project; (6) Explosion, Collapse and Underground (UCX) exclusion deleted; (7) Contractual Liability with respect to this Agreement; (8) Broad Form Property Damage; and (9) Independent Consultants Coverage.

(ii) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement.

(iii) The policy shall give SDCP, its directors, officials, officers, employees, and agents insured status using ISO endorsement forms 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(iv) The additional insured coverage under the policy shall be “primary and non-contributory” and will not seek contribution from SDCP’s insurance or self-insurance and shall be at least as broad as CG 20 01 04 13, or endorsements providing the exact same coverage.

(B) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) SDCP, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects SDCP, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant’s scheduled underlying coverage. Any insurance or self-insurance maintained by SDCP, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant’s insurance and shall not be called upon to contribute with it in any way.

(C) Workers’ Compensation and Employers Liability Coverage.

(i) Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and Consultant will comply with such provisions before commencing work under this Agreement.

(ii) The insurer shall agree to waive all rights of subrogation against SDCP, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(D) All Coverages. Defense costs shall be payable in addition to the limits set forth hereunder. Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits set forth herein shall be available to SDCP, its directors, officials, officers, employees and agents as additional insureds under said policies. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named insured; whichever is greater.

(i) The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of SDCP (if agreed to in a written contract or agreement) before SDCP's own insurance or self-insurance shall be called upon to protect it as a named insured. The umbrella/excess policy shall be provided on a "following form" basis with coverage at least as broad as provided on the underlying policy(ies).

(ii) Consultant shall provide SDCP at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to SDCP at least ten (10) days prior to the effective date of cancellation or expiration.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by SDCP, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(v) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, SDCP has the right but not the duty to obtain the insurance it deems necessary and any premium paid by SDCP will be promptly reimbursed by Consultant or SDCP will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, SDCP may

cancel this Agreement. SDCP may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(vi) Neither SDCP nor any of its directors, officials, officers, employees or agents shall be personally responsible for any liability arising under or by virtue of this Agreement.

2.10.5 Cyber Liability. Consultant shall procure and maintain for the duration of this Agreement plus three years thereafter, cyber security liability insurance coverage (including coverage for unauthorized access, failure of security, data breach, and notification and remediation costs) in an amount of not less than \$1,000,000 per occurrence/\$2,000,000 in the aggregate.

2.10.6 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to SDCP, its directors, officials, officers, employees, agents and volunteers.

2.10.7 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by SDCP. Consultant shall guarantee that, at the option of SDCP, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects SDCP, its directors, officials, officers, employees, agents and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

2.10.8 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, licensed to do business in California, and satisfactory to SDCP.

2.10.9 Verification of Coverage. Consultant shall furnish SDCP with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to SDCP. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf and shall be on forms provided by SDCP if requested. All certificates and endorsements must be received and approved by SDCP before work commences. SDCP reserves the right to require complete, certified copies of all required insurance policies, at any time.

2.10.10 Subcontractor Insurance Requirements. Consultant shall not allow any subcontractors to commence work on any subcontract until they have provided evidence satisfactory to SDCP that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors shall be endorsed to name SDCP as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, SDCP may approve different scopes or minimum limits of insurance for particular subcontractors.

2.10.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times

be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life-saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3. **Fees and Payments.**

3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for the Project rendered under this Agreement at the rates set forth in Exhibit C, attached hereto. The total compensation of this Agreement shall not exceed **ONE MILLION DOLLARS (\$1,000,000.00)** without written approval of SDCP's Chief Executive Officer. Extra Work may be authorized, as described below, and, if authorized, said Extra Work will be compensated at the rates and manner set forth in this Agreement.

3.2 Payment of Compensation. As described in Exhibit C, Implementation and Support Services will be fixed fee in the amount of \$613,000.00.

Consultant shall submit to SDCP an itemized statement for Project Services upon completion and acceptance of the work, based on mutually agreed upon Acceptance Criteria outlined in Exhibit A. SDCP shall, within 45 days of receiving the invoice and accepting the completion of the work, review the statement and pay all approved charges thereon.

3.3 Reimbursement for Expenses. Consultant shall be reimbursed for actual travel expenses that adhere to SDCP's Travel Policy.

3.4 Extra Work. At any time during the term of this Agreement, SDCP may request that Consultant perform Extra Work. As used herein, "**Extra Work**" means any work which is determined by SDCP to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from SDCP's Representative under a Change Order consistent with section 5.26 of the Agreement.

4. **Accounting Records.** Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of SDCP during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

5. General Provisions.

5.1 Termination of Agreement.

5.1.1 Grounds for Termination. SDCP may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to SDCP, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, SDCP may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, SDCP may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant: PS Hummingbird, Inc.
Attn: Greg Gant
203 N LaSalle St, Suite 2100
Chicago, IL 60601

SDCP: San Diego Community Power
Attn: Executive Director
815 E Street, Suite 12716
San Diego, CA 92112

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

5.3 Ownership of Materials and Confidentiality.

5.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for SDCP to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications,

studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement (“**Documents & Data**”). Consultant shall require all subcontractors to agree in writing that SDCP is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by SDCP. SDCP shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at SDCP’s sole risk.

5.3.2 Intellectual Property. In addition, SDCP shall have and retain all right, title and interest (including copyright, patent, trade secret and other proprietary rights) in all plans, specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, enhancements, documents, and any and all works of authorship fixed in any tangible medium or expression, including but not limited to, physical drawings or other data magnetically or otherwise recorded on computer media (“**Intellectual Property**”) prepared or developed by or on behalf of Consultant under this Agreement as well as any other such Intellectual Property prepared or developed by or on behalf of Consultant under this Agreement.

SDCP shall have and retain all right, title and interest in Intellectual Property developed or modified under this Agreement whether or not paid for wholly or in part by SDCP, whether or not developed in conjunction with Consultant, and whether or not developed by Consultant. Consultant will execute separate written assignments of any and all rights to the above referenced Intellectual Property upon request of SDCP.

Consultant shall also be responsible to obtain in writing separate written assignments from any subcontractors or agents of Consultant of any and all right to the above referenced Intellectual Property. Should Consultant, either during or following termination of this Agreement, desire to use any of the above-referenced Intellectual Property, it shall first obtain the written approval of the SDCP.

All materials and documents which were developed or prepared by the Consultant for general use prior to the execution of this Agreement and which are not the copyright of any other party or publicly available and any other computer applications, shall continue to be the property of the Consultant. However, unless otherwise identified and stated prior to execution of this Agreement, Consultant represents and warrants that it has the right to grant the exclusive and perpetual license for all such Intellectual Property as provided herein.

SDCP further is granted by Consultant a non-exclusive and perpetual license to copy, use, modify or sub-license any and all Intellectual Property otherwise owned by Consultant which is the basis or foundation for any derivative, collective, insurrectional, or supplemental work created under this Agreement.

5.3.3 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of SDCP, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use SDCP's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of SDCP.

5.3.4 Infringement Indemnification. Consultant shall defend, indemnify and hold SDCP, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by SDCP of the Documents & Data, including any method, process, product, or concept specified or depicted.

5.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

5.5 Attorney's Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

5.6 Indemnification.

5.6.1 To the fullest extent permitted by law, Consultant shall defend (with counsel of SDCP's choosing), indemnify and hold the SDCP, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against SDCP, its directors, officials, officers, employees, agents or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against SDCP or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse SDCP and its directors, officials, officers, consultants, employees, agents and/or volunteers, for any and

all legal expenses and costs, including reasonable attorneys' fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the SDCP, its officials, officers, employees, agents, or volunteers. This section shall survive any expiration or termination of this Agreement.

5.6.2 If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code § 2782.8), then, and only to the extent required by Civil Code § 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

5.7 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

5.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in San Diego County.

5.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

5.10 SDCP's Right to Employ Other Consultants. SDCP reserves right to employ other consultants in connection with this Project.

5.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

5.12 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of SDCP. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

5.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subcontractors of Consultant, except as otherwise specified in this Agreement. All references to SDCP include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this

Agreement.

5.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

5.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

5.16 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

5.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

5.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, SDCP shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of SDCP, during the term of his or her service with SDCP, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

5.19 Equal Opportunity Employment and Subcontracting. Consultant represents that it is an equal opportunity employer and it shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring, or treatment of applicants, employees, subcontractors, vendors, or suppliers. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Further, Consultant shall provide equal opportunity for subcontractors to participate in subcontracting opportunities.

5.20 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Workers' Compensation, or to undertake self- insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

5.21 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make

this Agreement and bind each respective Party.

5.22 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

5.23 Subcontracting. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of SDCP. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

5.24 Changes to Scope of Work. Either party may propose changes to the scope or time schedule of the Services under a Scope of Work. Requests for changes will be submitted to the other party in writing for consideration of feasibility and the likely effect on the cost and schedule for performance of the Services. The parties will mutually agree upon any proposed changes, including resulting equitable adjustments to costs and schedules for the performance of the Services. The agreed changes will be documented in one or more change orders signed by authorized representatives of the Parties (each a “Change Order”) in accordance with the Change Order process outlined in Section 5.26. Extra Work as defined in Section 3.4 shall be subject to the Change Order process described herein, provided that no such work shall be performed or compensated without written authorization from SDCP’s Representative.

5.25 Artificial Intelligence. If the Parties agree to deploy any Artificial Intelligence (AI) solutions under Exhibit A (Scope of Work), the Parties will amend this Agreement to add a new Exhibit (Use of Artificial Intelligence) which includes applicable terms and conditions of such deployment and SDCP’s use of it.

5.26 Change Order Process. General guidance for a Change Order will follow these steps:

5.26.1 Written Authorization Required. No changes to scope, schedule, or compensation shall be made without a written Change Order executed by both Parties. Verbal directives are not binding.

5.26.2 Change Order Content. Each Change Order shall specify:

- Revised scope of services
- Schedule adjustments (if any)
- Compensation changes (if any)
- Updated not-to-exceed amount

5.26.3 Pricing Basis. Compensation for changes shall be based on:

- Rates and terms in the Agreement, or
- A negotiated lump sum or time-and-materials not-to-exceed amount

5.26.4 Independent Estimate & Approval. SDCP may prepare an independent cost estimate and shall approve Change Orders per its Delegation of Authority before work begins.

5.26.5 Field Directive Letters (Optional). SDCP may issue a written Field Directive Letter for urgent work pending a formal Change Order. Such letters shall state the scope, a not-to-exceed amount, and a time limit.

5.26.6 Funding & Compliance. All changes are subject to funding availability and applicable grant or regulatory requirements.

5.26.7 Records & Audit. Consultant shall maintain detailed records of costs associated with each time and materials Change Order for audit purposes.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE TO
SAN DIEGO COMMUNITY POWER
PROFESSIONAL SERVICES AGREEMENT**

IN WITNESS WHEREOF, the Parties have made and executed this Agreement as of the date first written above.

SAN DIEGO COMMUNITY POWER

PS HUMMINGBIRD, INC.

By : _____

By : _____

Name: _____

Name: _____

Title: _____

Title: _____

ATTEST:

PS HUMMINGBIRD, INC.

Maricela Hernandez, Secretary
SDCP Board of Directors

By : _____

Name: _____

Title: _____

APPROVED AS TO FORM:

Veera Tyagi, SDCP General Counsel

EXHIBIT A **SCOPE OF SERVICES**

Background

To support its growing operational and financial complexity, San Diego Community Power (“SDCP”) seeks to develop and deliver a modern and scalable Enterprise Resource Planning (“ERP”) solution focused on financial planning and budgeting (“Project Service”). PS Hummingbird, Inc. is also offering Level 1, Level 2, and Level 3 application support up to 12 months following go-live of the project (“Managed Services”). The Project Service phase and the Managed Service phase are referred to collectively as the Project.

The ERP solution will serve as a robust, integrated platform that supports comprehensive budgeting, grant management, and reporting functions, while ensuring compliance with audit standards and laying the foundation for future ERP phases.

The selected Consultant, PS Hummingbird, and associated subcontractors, shall provide the following ERP Implementation and As-Needed professional services:

Planning and Discovery

Detailed Needs Assessment: Collaborate with SDCP Finance and relevant departmental stakeholders to gather, document, and prioritize specific requirements for operating, capital, project/program budgeting, and grant management.

Workflow Definition: PS Hummingbird will analyze and map existing budgeting workflows, identifying opportunities for automation and efficiency gains within the new system.

Data Source Identification: Identify all necessary data sources required for budget input, forecasting, and reporting (e.g., historical financial data, personnel costs, project estimates).

Solution Architecture: Design a scalable and secure cloud-based budgeting solution that integrates seamlessly within the future broader enterprise landscape.

- Define cash flow categories (e.g., operating and non-operating)
- Determine reporting frequency (e.g., daily, weekly, monthly)
- Integrate with Microsoft tools (e.g., Word, Excel, Power BI, etc.)
- Security must be complaint with SDCP Policies

Plan Design: PS Hummingbird will provide a project roadmap and refined phasing plan if necessary, including a Target Solution Architecture document.

Roles and Responsibilities

SDCP Team holds the ultimate responsibility for project direction, business validation, and internal readiness.

- **Project Oversight:** Own the project vision, sign off on all major deliverables, and approve

the Go-Live decision.

- Business Expertise: Provide dedicated Subject Matter Experts (SMEs) to define and approve To-Be business processes and configuration decisions.
- Data Quality: Own and execute the processes for data cleansing, preparation, and final reconciliation of all migrated data.
- Validation: Plan, staff, and execute User Acceptance Testing (UAT) and confirm that the system meets all business requirements.
- Organizational Readiness: Lead the Organizational Change Management (OCM) activities, including internal communication, user training delivery (Train-the-Trainer model), and user adoption.
- Post-Go-Live Support: Manage and staff the internal help desk for initial user support and issue triage following deployment.

The PS Hummingbird Team holds the primary responsibility for solution design, technical execution, and knowledge transfer.

- Project Execution: Manage the detailed project plan, budget, resources, and reporting, ensuring tasks are delivered on time and within scope.
- Solution Build: Lead the system configuration, customization, and development of all interfaces and custom reports based on approved designs.
- Technical Testing: Conduct all technical System Integration Testing (SIT) to ensure interfaces and modules function correctly end-to-end.
- Data Migration Support: Provide the tools, scripts, and expertise for the efficient and repeatable loading of SDCP data.
- Quality Assurance: Ensure the solution adheres to defined technical standards for security, performance, and scalability.
- Knowledge Transfer: Develop comprehensive documentation (technical and functional) and conduct formal Knowledge Transfer (KT) sessions for SDCP's core support and IT team.
- Post-Go-Live Support: Provide support to SDCP staff up to 12 months post-deployment of the ERP.

Configuration and Development

Module Configuration: Configure the Dynamics 365 (D365) Finance & Supply Chain Management (F&SCM) Budgeting Modules to support:

- Operating Budget Development: Features for annual operating budget creation, departmental allocations, and personnel expense planning.
- Project/Program Budgeting: Functionality for defining, managing, and tracking budgets for individual projects and programs, including SDCP's internal initiatives, and externally funded programs such as SDREN.

Regulatory Compliance: Install internal controls to prevent unauthorized modifications and creating records of modifications with time stamp and user. Specifically, complying with audit requirements both for our financial audit and for a single audit which will include internal controls (e.g., segregation of duties, audit trails).

Chart of Accounts Setup: Configure the budgeting system to align with SDCP's existing or proposed Chart of Accounts structure. Ensure the solution allows for costs managed by a central department (e.g., IT, Operations) to be directly allocated or tracked back to the requesting, consuming, or owning operational department.

Security and User Access: Configure the Dynamics 365 F&SCM security framework and budgeting workflows to support role-based access controls for budget input, review, approval, and reporting, ensuring data confidentiality and integrity. This will include multi-factor authentication for secure sign-on and alignment with SDCP's applicable security and data governance standards as defined during Discovery & Design.

Limited Data Migration: Migrate all historical, since Fiscal Year 2020-2021, budget data and financial actuals necessary for establishing baseline budgets and reporting within the ERP. Validate all data was migrated successfully. The scope of data conversion for the ERP will be strictly limited to data directly relevant to budgeting functions. The data must be provided in a format that maps to the Chart of Account structure provided for D365 F&SCM.

Initial Data Feeds: Establish initial data feeds from critical source systems (e.g., General Ledger, HR/Payroll) to provide necessary inputs for budget development. Data Feeds to be formatted into Community Power budget format. (Additional ERP integration such as Human Resources or Accounting modules will be addressed in subsequent phases).

Standard Budget Reports: Develop the following standard budget templates and reports for operating budget, capital budget, and project/program budget status, variance analysis, multi-year budget and forecasting.

Budget Templates (two total)

1. Budget Input Template for end-users
 - a. A budget template that captures department or program details, personnel and non-labor costs, funding sources, and allows manual monthly entry or automated cost spreading based on trends or even distribution.

2. Grant Budget Template
 - a. A template that includes grant name, CPUC allowable cost categories, recoverable amounts or cost share, and reporting periods.

Budget Reports (four total)

1. Budget Comparison Report
 - a. A report that displays all GL accounts by category, supports multiple budget versions (Draft, Preliminary, Adopted, Actual, Forecast), and enables comparisons across versions and fiscal years.
2. 5-Year Plan Report
 - a. A report that presents five years of budget data with the ability to select the desired budget version and years.
3. Department –Monthly Variance/Budget to Actuals Report
 - a. A report comparing budget to actuals for all General Ledger accounts, showing month-to-date, year-to-date, full-year budget, forecast (Actuals YTD + Remaining Budget), and highlighting variances.
4. Capital Investment Plan – Monthly Variance/Budget to Actuals Report
 - a. A report comparing budget to actuals for all General Ledger accounts and CPUC categories, including month-to-date, year-to-date, full-year budget, forecast, and highlighting variances.

Ad-hoc Reporting Capabilities: Enable self-service reporting in Power BI and Financial Reporter for approximately 50 business users. Access to specific reports and data will be determined by each user's assigned security roles and permissions. Users will have the ability to update or customize reports, dashboards, and export outputs in formats such as CSV, Excel, and PDF.

Dashboard Development: Collaborate with SDCP to create executive and departmental dashboards providing key budget performance indicators and visualizations.

Cash Flow Reporting: Implement Cash Flow Reports using Power BI and data extracted from data sources: Power Budget, PowerCore, Bill.com, and Bank Statements. Data source(s) subject to solution refinement based on Discovery & Design into the ERP system, enabling accurate tracking of cash inflows and outflows for improved decision-making. This includes:

1. Needs Assessment & Requirements Gathering:
 - a. Collaborate with Community Power Finance and relevant departmental stakeholders to gather, document, and prioritize specific requirements.
 - b. Define cash flow categories (operating, investing, financing).
 - c. Determine reporting frequency (daily, weekly, monthly).
2. Data Mapping & Integration:
 - a. Map relevant Cash Flow sources for Power BI, Bill.com Data Extracts, General Ledger (GL), and Bank Transactions.

- b. Define data extraction methods (API, SQL, ETL tools).
 - c. Automate data extraction scripts from sources.
3. Report Design:
 - a. Design layout and structure of cash flow reports.
 - b. Define logic for cash flow classification.
 - c. Include methodology and reporting for forecasting future cash flows, including defining the logic for future cash flows.
4. Development:
 - a. Develop scripts/queries for data extraction.
 - b. Build report templates and dashboards.

Testing and Quality Assurance

Unit Testing: Conduct comprehensive unit testing of all configured modules and custom developments.

System Integration Testing (SIT): Test the integration points between the budgeting system and any connected data sources.

User Acceptance Testing (UAT): Facilitate UAT with Community Power stakeholders to ensure the system meets the defined business requirements and is user-friendly. Develop a comprehensive UAT plan and manage defect resolution.

Cash Flow Reporting Module Testing: Perform unit and integration testing for the cash flow reporting module. Facilitate User Acceptance Testing (UAT) with Community Power stakeholders to ensure the system meets defined business requirements and is user-friendly. Develop a comprehensive UAT plan and manage defect resolution. Support, Escalation and Knowledge Transfer: PS Hummingbird will adhere to the formalized Support, Escalation, and Knowledge Transfer (SEKT) Plan, which is hereby incorporated by reference. This plan mandates the following:

- Service Level Agreements (SLAs): Provision of post-implementation support for a minimum of six (6) months following Go-Live, adhering to defined SLAs for incident response and resolution time based on priority (Critical defined with a maximum 1-hour response and target 4-hour resolution during business hours). Please see Exhibit D.
- Formal Escalation: Establishment of a documented, multi-tiered escalation path for all issues encountered during both the Development and Post-Implementation phases, ensuring timely senior management intervention for critical and chronic issues. All issues must be logged and tracked in an agreed-upon system. Please see Exhibit E.
- Mandatory Knowledge Transfer (KT): Execution of a comprehensive KT Plan, including formalized Technical Code Review Sessions for Community Power staff and the development of final, sign-off ready Standard Operating Procedures (SOPs) and system

administration documentation to ensure Community Power's long-term operational self-sufficiency and system support.

Deployment and Training (Go-Live)

Administrator Training: Train key Community Power IT and Finance staff on system administration, configuration, maintenance, and security protocols for the budgeting module. PS Hummingbird will provide documentation, presentation and live sessions for 1 day.

End-User Training: Provide comprehensive training sessions and materials for all end-users involved in budget development, input, and reporting. PS Hummingbird will provide documentation, presentation or live session for 1 day.

Documentation: Provide thorough documentation of the implemented budgeting platform, including technical design, user manuals, and administration guides.

Cash Flow Module Deployment & Training: Deployment & Training: Deploy reports to production environment. Conduct user training and knowledge transfer. Documentation: Provide thorough documentation of the implemented cash flow reporting module, including technical design, user manuals, and administration guides.

Product Management and Ongoing Support

Dedicated Project Manager: Provide a dedicated SDCP-facing Project Manager to oversee the ERP implementation.

Change Management: PS Hummingbird will collaborate with Community Power staff to develop strategies for communication, training schedules, review feedback, and follow up with resolutions.

Project Planning & Tracking: Develop and maintain a detailed project plan with milestones, resource allocation, and regular progress reports.

Communication: Facilitate regular meetings with Community Power stakeholders, aligning with an agile cadence (e.g., bi-weekly sprints) and adhering to Community Power business hours. **Risk Management:** Identify, track, and mitigate project risks.

Post-Deployment Support: Provide ongoing support for the implemented budgeting and cash flow reporting system post-deployment. PS Hummingbird will respond to Community Power inquiries in a timely manner based on prioritization established in Service Level Agreement (SLA) Exhibit D.

Acceptance Criteria

Design and Architecture Acceptance:

- To-Be Process Approval: Formal written sign-off by all designated Community Power Project Management confirming that the Future-State ("To-Be") Business Process Maps (covering all in-scope processes) align with the organization's strategic and operational needs.
- Solution Blueprint Approval: Formal sign-off on the Target Solution Architecture (TSA) document and the System Design Document. This confirms that the proposed configuration, technology stack, and integration approach meet the specified performance, security, and scalability requirements.
- Gap Resolution Plan: Formal approval of the Gap/Fit Analysis report, including a documented plan and cost estimate for resolving all identified critical functional gaps.

Testing and Quality Acceptance:

- Integration Success: Successful execution and documentation of the System Integration Testing (SIT) phase, demonstrating that all critical interfaces between the ERP and external systems are operational and data flows accurately and reliably.
- User Acceptance Testing (UAT) Completion: Formal sign-off from the Community Power's Project Manager confirming that 100% of all critical End-to-End Business Process Test Scripts were successfully executed and passed by the defined user groups, and all associated priority defects are resolved or accepted with a deferral plan.
- Data Accuracy: Successful execution of the Data Migration Reconciliation Report, demonstrating that the key control balances (e.g., General Ledger totals, Program Balances, and Revenues) in the new ERP match the legacy source(s).

Deployment and Support Acceptance:

- Go-Live Readiness: Formal approval from the Community Power's Steering Committee on the Go/No-Go Checklist, confirming that all readiness criteria have been met, including technical stability, data migration sign-off, and organizational training completion.
- Knowledge Transfer (KT) Completion: Formal sign-off from the Community Power's IT and Support leads confirming the completion of the Knowledge Transfer Plan, including the delivery of all required technical documentation, customized SOPs, and system administration training.
- Post-Implementation Stabilization: Successful operation of the ERP system in the production environment for a period of 30 consecutive days post-deployment without any unresolved critical or high impact incidents.

Post-Implementation Support:

Scope

Provide Level 1, 2 and Level 3 application support for Microsoft Dynamics 365 following go-

live.

Objectives

- Maintain system stability, performance, and security.
- Resolve incidents and deliver minor enhancements.
- Support continuous improvement initiatives.

Service Model

- Coverage: Business days, 08:00 – 17:00 PT (as needed).
- Channels: Email and phone.
- SLAs:
 - P1 (Critical): Response within 2 hours; resolution within 4 hours.
 - P2 (High): Resolution within 2 business days.
 - P3 (Standard): Resolution within 5 business days.

Capacity

- Lead Developer: 80 support hours/month.
- Developer: 160 support hours/month.
- Community Power reserves the right to reallocate unused hours within the six month support period at no additional cost.
- Community Power reserves the right to request additional hours and extend the Agreement as needed which will require a Change Order.

Deliverables

- Monthly KPI and operational review reports.
- Continuous improvement backlog management.
- Security patching and compliance checks.

Period: 6 months post implementation, which may be extended at the request of San Diego Community Power.

Contemplated Tasks

Community Power reserves the right to request additional tasks subject to a separate change order process. The following tasks are provided to illustrate the types of activities the selected Proposer may be expected to perform under the Scope of Work.

Project Implementation Roadmap: Provide a robust project implementation roadmap specifically for the budgeting ERP, detailing key activities, timelines, and dependencies.

Progress Reports: Provide monthly progress reports detailing completed tasks, upcoming activities, and any identified challenges or risks.

Budget Reports (for Project): Provide monthly budget reports tracking project costs, including all

licenses, tools, cloud storage, and resource costs related to the ERP implementation.

Requirements Documentation: Lead and facilitate sessions to gather and document detailed budgeting requirements through collaboration with the Community Power team.

Test Plan Development: Develop a comprehensive testing plan for user acceptance of the budgeting system, including test cases and scenarios.

Training Material Development: Develop and provide training materials for both administrators and end-users of the budgeting system.

Training Sessions: Conduct training meetings for Community Power staff on administration, operation, maintenance, and security protocols specific to the budgeting module.

Bug and Enhancement Tracking: Maintain a tracking log for all identified bugs and requested enhancements within the budgeting system ERP.

Platform Documentation: Provide thorough documentation of the implemented budgeting platform, including architecture, configuration, and data flows.

Agile Cadence Alignment: Align with Community Power's agile cadence and follow a two-week sprint schedule as needed for ERP development and deployment activities.

Regular Meetings: Schedule and facilitate necessary regular meetings during Community Power's business hours (9 am - 5 pm Pacific Time, Monday through Friday).

Issue Resolution: Report and resolve all major bugs and issues related to the budgeting ERP before project completion.

Cloud Environment Configuration: Configure the end-to-end cloud environment (if applicable) including cloud storage, resources, and tools relevant to the budgeting system.

Security Framework Development: Configure the security and user access framework for protecting, managing, and monitoring data within the budgeting module.

Data Classification: Classify data by sensitivity and limit access based on classification within the budgeting system.

Data Cleaning and Validation: Develop procedures for data cleaning and validation specific to budget-related data.

ETL/Pipelines (for Budgeting Data): Build requisite ETL/pipelines for ingesting existing data and refreshing source data into the budgeting system according to requested frequency.

Sandbox/Test Environment: Develop a sandbox or test environment for the budgeting system as needed.

Integration with Data Analysis Tools: Integrate the budgeting module with data analysis or visualization tools specifically Power BI) to allow users to create their own visualizations and reports.

Self-Service Reporting Enablement: Enable self-service reporting and customization of reports and dashboards for budgeting data.

User Role and Access Management: Manage user roles and access permissions within the budgeting system.

Issue Troubleshooting: Troubleshoot issues reported by Community Power developers and end-users regarding the budgeting system.

Assumptions

- SDCP will identify the owner(s) who will maintain the system long-term. These owner(s) will actively participate in system configuration throughout the course of the project and will be their primary source of knowledge transfer.
- Due to GDPR, CCPA, and other legal data-restriction requirements, SDCP will arrange appropriate access to SDCP data in compliance with those regulations. All SDCP data will be stored and accessed from SDCP-owned or contracted systems (such as Microsoft D365 or Azure). SDCP data will not be stored on Consultant's systems.
- SDCP and Consultant Project Managers will incorporate company holidays (both SDCP and Consultant) into the development of the Project Schedule. For any Go-Live falling on or around holiday(s), all or some of the SDCP and Consultant Project Team may be asked to work during those holidays. Additionally, Consultant asks that due consideration (especially regarding travel) be given for holidays that normally fall on a weekend, such as Mother's Day, Father's Day, and religious holidays. Consultant and SDCP will communicate any country- and cultural-specific holidays well in advance to allow for proper resource scheduling.
- 40-hour work weeks are assumed, according to normal business hours in the location's time zone. Consultant's weekly project time may vary according to the Project Schedule. For full-time Consultant resources working onsite, this will typically be four (4) days onsite and the fifth day for travel and working remotely. For Consultant resources working onsite, SDCP will provide adequate workspace for Consultant's project team, including conference room space and dedicated project rooms, with access to the internet, telephones, network-based printers, hardware and software, and local and remote broadband access to environments, as required to perform the services.
- SDCP will provide necessary licenses to ensure Consultant can complete the Services. This includes but is not limited to Microsoft Dynamics 365, Power BI, Visual Studio, Azure DevOps and related components. SDCP will be responsible for appropriate licensing and/or Azure consumption costs of all environments needed for the project.
- SDCP will provide both onsite and remote access to the environments including host, network, and any supporting systems for Consultant during the project.
- SDCP will own and be responsible for addressing data quality issues.
- SDCP will provide timely access to required subject matter experts (SMEs), functional owners, and technical resources to support discovery workshops, requirements validation, testing cycles, and decision-making activities.
- SDCP is responsible for ensuring that designated SMEs attend scheduled workshops and provide clarifications, process details, and approval of requirements within agreed timelines.

- SDCP will provision and maintain all required environments (e.g., Dev, Test, UAT, Training, and Production) based on the agreed project schedule. This includes establishing user accounts, security roles, and data refreshes needed to support project activities. Delays in providing environments or SME availability may impact the project timeline, budget, and ability to meet planned milestones.
- SDCP will provide internal resources for testing and validation in QA before production deployment.
- Project budget and timeline will be adjusted, if needed, based on the findings of Discovery and Blueprint.

EXHIBIT B
SCHEDULE OF SERVICES

Consultant shall promptly notify Community Power in writing of any event or circumstance that may delay the timely completion of any milestone or deliverable described in this Exhibit B. Community Power may, at its sole discretion and in accordance with Agreement Section 2.2, extend any of the proposed dates listed herein.

| Tasks | Estimated Completion Date |
|--|----------------------------------|
| Project Kickoff (Minimal Viable Product) | 01/19/26 |
| Chart of Accounts Setup, Budget, Cash Flow Workshop | 02/04/26 |
| Power BI Scoping, Report and Dashboard Workshops | 02/13/26 |
| Backlog Refinement | 02/16/26 |
| D365 Build and Configuration | 03/30/26 |
| Power BI Dashboard Development | 03/27/26 |
| Budget vs Actuals Data Migration | 03/27/26 |
| UAT Planning and Security Roles Testing | 03/27/26 |
| UAT (Testing) | 04/03/26 |
| MVP Training | 04/10/26 |
| MVP Deployment (Go-Live) | 04/13/26 |
| Full Scope Project Kickoff | 04/27/26 |
| Integration Design Workshops | 05/15/26 |
| Budget vs Actuals Data Mapping Workshops | 05/29/26 |
| Integration Development and Testing | 07/28/26 |
| Historical Data Migration | 07/28/26 |
| System Integration Testing | 07/24/26 |
| UAT (Testing) | 07/31/26 |
| ERP Training | 08/07/26 |
| ERP Deployment | 08/11/26 |

EXHIBIT C
BUDGET

This Agreement is structured as fixed fee contract with a Not-To-Exceed (NTE) budget of \$1,000,000.00 after Change Orders. The budget is allocated by Milestone and Estimated Travel, as outlined below:

| Milestone | Amount | Estimated Invoice Date |
|--|---------------------|------------------------|
| Release 1 | | |
| Project Mobilization (Pre-Kickoff) | \$49,800.00 | 01/19/2026 |
| D365 Build and Configuration | \$74,700.00 | 03/30/2026 |
| UAT (Testing) | \$74,700.00 | 04/03/2026 |
| MVP Deployment (Go-Live) | \$74,700.00 | 04/13/2026 |
| Travel Estimates | \$21,175.00 | |
| Release 2 | | |
| Integration Development and Testing | \$74,700.00 | 07/28/2026 |
| UAT (Testing) | \$74,700.00 | 07/31/2026 |
| ERP Deployment | \$74,700.00 | 08/11/2026 |
| Travel Estimates | \$23,100.00 | |
| Support Services (8/1/26 – 1/31/27) | | |
| Support Onboarding | \$57,500.00 | 08/12/2026 |
| Support Midway Point | \$57,500.00 | 11/12/2026 |
| Total | \$657,275.00 | |

The Consultant may request to reallocate funds between tasks, provided that: (i) the total NTE budget does not exceed \$1,000,000.00, (ii) All reallocations are consistent with the scope of work and overall Project objectives, and (iii) Prior written approval is obtained from Community Power before any reallocation is made.

EXHIBIT D
SERVICE LEVEL AGREEMENT (Post-Implementation Support)

| Priority Level | Definition | Response (Acknowledge) | Resolution Time SLA (Target) |
|-----------------------------------|--|-------------------------|--|
| Critical /Operational Risk | System is down, or critical business function is fully blocked (e.g., system is inaccessible or down). | Within 1 Hour (24/7) | Target Resolution within 4 Hours |
| High Impact | Major function is degraded, or significant user groups are impacted (e.g., unable to process certain transaction types). | Within 4 Business Hours | Target Resolution within 2 Business Days |
| Medium Impact | Minor function impacted, workaround exists, or performance is slightly degraded. | Within 8 Business Hours | Target Resolution within 5 Business Days |
| Low Impact or Enhancement | Cosmetic issues, general questions, or requests for non-critical minor enhancements. | Within 1 Business Day | Resolution/Plan provided within 10 Business Days |

EXHIBIT D
SERVICE LEVEL AGREEMENT (Post-Implementation Support) - Continued

PS Hummingbird shall provide post-implementation support services adhering to the following Service Levels. The standard Business Hours for incidents are defined as 8:00 AM to 5:00 PM (Pacific Time), Monday through Friday, excluding holidays, aligning with SDCP's regular business hours. Incident response and resolution times are governed by the following tiers:

- Critical (System Down/Blocked) requires acknowledgement within 1 hour and Target Resolution within 4 hours.
- High Impact requires acknowledgement within 4 Business Hours and Target Resolution within 2 Business Days.
- Medium Impact requires acknowledgement within 8 Business Hours and Target Resolution within 5 Business Days.
- Low Impact/Enhancement requires acknowledgement within 1 Business Day and a Resolution/Plan within 10 Business Days.

Following initial acknowledgment, the PS Hummingbird must maintain a regular communication cadence: status updates for Critical incidents must be provided no less frequently than every four (4) hours, and High Impact incidents once per business day, until resolved.

Compliance is tracked against three Key Performance Indicators (KPIs):

- Uptime/Availability (no less than 99%)
- Response Time Adherence (100%),
- Resolution Time Adherence (no less than 95%).

PS Hummingbird shall provide a Monthly SLA Performance Report detailing adherence to these KPIs. For Critical incidents, the target Resolution Time requires a full and permanent fix; if a workaround is provided, the PS Hummingbird has an extended five (5) business days to deliver the permanent fix. If the PS Hummingbird fails to meet the Critical Resolution Time SLA (including the extended fix period), a Service Credit equivalent to 5% of the monthly service fee will be issued for every four (4) hour period of overrun, up to a maximum of 20% of the monthly service fee per month. Failure to meet any KPI threshold in two consecutive months requires the PS Hummingbird to submit a formal Corrective Action Plan.

EXHIBIT E
FORMAL ESCALATION PATH
(Post-Implementation Support)

| Escalation Tier | Role | Responsibility | Target Escalation Time |
|-----------------------------------|--|---|--|
| Initial (Level 1) | Help Desk / Consultant Functional Team | Initial logging, triage, and resolution of known issues/Low priority items. | N/A (Initial Contact) |
| Medium (Level 2) | Consultant Technical Leads | Investigation of code defects, configuration issues, and complex Medium or High priority items. | Automatic if Low or Medium priorities are not resolved in 4 Business Hours of Resolution SLA time. |
| High or Critical (Level 3) | Consultant Project Manager | Management of persistent Critical issues, resource allocation, and project steering oversight. | Automatic if Business Critical priorities are not resolved in 1 Business Hour of Resolution SLA time, or upon Community Power request for unresolved Medium and High after 5 days. |

SAN DIEGO COMMUNITY POWER

Staff Report – Item 16

To: Board of Directors

From: Gordon Samuel, Chief Commercial Officer
Jennine Camara, Director of Portfolio Management

Via: Karin Burns, Chief Executive Officer

Subject: Approval of Professional Services Agreement with Tenaska Power Services
for Scheduling Coordinator Services

Date: January 15, 2026

Recommendation

Approve the Professional Services Agreement with Tenaska Power Services for Scheduling Coordinator Services for an initial three-year term, with one-year auto renewal terms, and authorize the Chief Executive Officer to execute the agreement for a not-to-exceed amount of \$2,000,000 over the initial term and a not-to-exceed amount of \$1,500,000 for each auto renewal term.

Background

A Scheduling Coordinator (SC) is an entity certified by the California Independent System Operator (CAISO) to coordinate market operations on behalf of buyers and sellers transacting in the CAISO marketplace. Specifically, an SC submits bids to purchase, or offers to sell, energy and other market products on behalf of load serving entities (LSEs) and power suppliers. An SC also coordinates day-to-day operations with resource operators and manages new resource onboarding through the CAISO's New Resource Implementation (NRI) process.

Community Power contracted with Tenaska Power Services (TPS) for CAISO scheduling and settlement services in June 2020 following a competitive solicitation process. Throughout launch and early stages, TPS has provided these services, in addition to short-term load forecasting services and energy optimization services for Community Power's first stand-alone battery resource. The current SC services agreement with TPS will terminate April 1, 2026, to align with the start of the new Scheduling Coordinator Services Agreement.

In June 2025, Community Power issued Request for Proposal (RFP) No.25-009 for Load Forecasting and Scheduling Coordinator Services. TPS was selected for Category B Task 1 and 2 from 3 shortlisted and interviewed participants (of 10 total Category B respondents). Category B Task 1 in RFP No. 25-009 focused on evaluating scheduling services to best meet the needs of Community Power's growing energy resource portfolio, while Category B Task 2 focus was support services related to managing Community Power's Congestion Revenue Rights, which is also part of regular CAISO operations for load serving entities.

Analysis and Discussion

Day-to-day schedule coordination of Community Power's load and utility-scale energy resources is necessary for daily operations. Additionally, as Community Power is bringing online new long-term energy resources to meet customer demand, the SC is involved in coordinating new resource dispatch and testing as well as CAISO communications and metering, to ensure resources are fully operational and ready for commercial operations.

The evaluation team recommends TPS for SC services based on its demonstrated readiness to support Community Power's growing portfolio of new resources, competitive pricing, and its experience with the operational complexity that is part of an evolving wholesale marketplace. TPS clearly understands Community Power's planned portfolio growth over the next few years, has extensive experience bringing online new renewable and battery-storage energy resources, and has demonstrated active engagement with Power Services staff around pertinent CAISO market changes.

TPS pricing was competitive compared to other proposals submitted, and resource scheduling fees will only be charged when new energy resources are fully online and operational. This structure allows staff to budget appropriately for CAISO scheduling fees and ensures Community Power has flexibility to accommodate potential resource delays when needed. There is no implementation fees associated with this agreement and TPS has agreed to let Community Power reduce services included in this agreement for certain tasks without penalty if Power Services brings specific job functions in house at a future date.

TPS, a subsidiary of Tenaska, is a FERC-certified power marketing company established in 1997. TPS has served as a registered SC in the CAISO market since 2012 and is the current SC services provider for Community Power. In addition, TPS currently supports three other CCAs in California, each with load greater than 1,000 GWhs annually in the CAISO markets. TPS brings broad experience across all generation technologies operating on the California grid, including various configurations of energy storage resources. The company has also demonstrated significant expertise in onboarding storage assets, having successfully integrated 2,400 MW of energy storage through the CAISO NRI process and over 50,000 MWs of renewable generation across the country.

Staff have negotiated the attached Scheduling Coordinator Services agreement for an initial three-year term, including annual renewals after the initial term. Resource scheduling charges

are designed to accommodate the flexibility needs of a new and expanding energy resource portfolio, and Community Power does not pay for scheduling services if resources are delayed reaching commercial operations. Annual renewal terms will cost between \$1,000,000 - \$1,500,000 depending on the number of resources that reach commercial operations. The new agreement term will start April 1, 2026, to align with end of current SC agreement.

Fiscal Impact

This agreement is subject to a total not-to-exceed amount of \$2,000,000 over the initial three-year term. Ongoing costs associated with this agreement will be between \$1,000,000 - \$1,500,000 annually. Pricing is divided into annual fixed scheduling and support fees, and monthly variable fees that are based on the number of generating and storage resources in Community Power's portfolio and that have reached commercial operations. Renewal terms will not exceed \$1,500,000 annually

Strategic Plan

This agreement supports Power Services' strategic plan goal to prudently manage the power portfolio to minimize risk and customer costs.

Attachments

A: Agreement 2025-64 with Tenaska Power Services for Scheduling Coordinator Services

ITEM 16

ATTACHMENT A

**AGREEMENT BETWEEN SAN DIEGO COMMUNITY POWER AND
TENASKA POWER SERVICES CO. FOR SCHEDULING COORDINATOR SERVICES
NO. 2025-64**

This Scheduling Coordinator Agreement (“**Agreement**”) is made and entered into on April 2, 2026 (“**Effective Date**”), by and between SAN DIEGO COMMUNITY POWER, a California joint powers authority (“**SDCP**”) and TENASKA POWER SERVICES CO., a Nebraska corporation (“**TPS**”). SDCP and TPS are sometimes individually referred to as a “**Party**” and collectively as “**Parties**.”

RECITALS

A. TPS desires to perform and assumes responsibility for the provision of certain professional services required by SDCP as part of its community choice aggregation program on the terms and conditions set forth in this Agreement. TPS represents that it is experienced in providing scheduling coordinator services and is familiar with the plans of SDCP.

B. SDCP desires to engage TPS to render such professional services for SDCP’s community choice aggregation program (“**Project**”), as set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties hereto hereby agree as follows:

1. Scope of Services and Term.

1.1. General Scope of Services. TPS promises and agrees to furnish to SDCP all services, and incidental and customary work necessary to fully and adequately provide scheduling coordinator services necessary for the Project (“**Services**”), which Services are more particularly described in Exhibit A, and which are stated in the proposal to SDCP (RFP No. 25-009 (Category B)) (the “**RFP**”). All Services shall be subject to, and performed in accordance with, this Agreement, the schedules and/or exhibits attached hereto, and all applicable local, state and federal laws, rules and regulations.

1.2. Transition Services. The Parties acknowledge and agree that TPS will be unable to commence providing Services contemplated by this Agreement until all necessary registrations, acknowledgements, agreements and other documentation (“**Documentation**”), if any, have been provided to and approved by CAISO to enable TPS to commence providing the Services. The date on which TPS receives confirmation that CAISO has authorized TPS to commence representing the Resource shall be referenced as the “**Commencement Date**”. The period of time from the Effective Date of this Agreement until the Commencement Date is defined as the “**Transition Period**”. During the Transition Period, SDCP and TPS shall each work diligently to ensure that all necessary Documentation, if any, is completed and necessary approvals, if any, are obtained expeditiously. As applicable, SDCP shall notify TPS of the completion of all necessary Documentation and approvals. Subject to the terms of this Agreement and starting on the Effective

Date, TPS shall provide to SDCP the services necessary to ensure the commencement of the Services hereunder as applicable, described as follows (the “**Transition Services**”):

- (A) establish and implement operational information technology and interfaces with CAISO;
- (B) establish itself as the Scheduling Coordinator agent for SDCP’s SCID;
- (C) one (1) Business Day prior to the Commencement Date, submit Bids to CAISO applicable to the Resource for the Commencement Date; and
- (D) provide such other assistance with respect to the Documentation as SDCP may reasonably require.

All Services under this Agreement (other than Transition Services) will commence on the Commencement Date. TPS shall charge no fees during the Transition Period.

1.3. **Term.** This Agreement shall be effective on the Effective Date. Full Services under this Agreement will commence on the Commencement Date and unless earlier terminated as provided herein, this Agreement shall remain in effect through 11:59:59 P.M. central prevailing time on June 30, 2029 (“**Initial Term**”). At the end of the Initial Term, this Agreement shall renew on an annual basis for successive one (1) year terms (each, a “**Renewal Term**”), unless a Party provides six (6) Months prior written notice of its intent not to extend the Term of this Agreement. TPS shall provide the Services within the Term of this Agreement and shall meet any other established schedules and deadlines.

Notwithstanding the foregoing, this Agreement shall terminate as of the date that CAISO has confirmed that its systems no longer reflect TPS as the agent for SDCP’s SCID.

2. Responsibilities of TPS.

2.1. **Control and Payment of Subordinates: Independent Contractor.** The Services shall be performed by TPS or under its supervision. TPS will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. SDCP retains TPS on an independent contractor basis and not as an employee. TPS retains the right to perform similar or different services for others during the Term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of TPS shall not be employees of SDCP and shall at all times be under TPS’s exclusive direction and control. TPS shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. TPS shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers’ compensation insurance.

2.2. Schedule of Services. TPS shall perform the Services expeditiously, within the Term of this Agreement, and in accordance with the terms of Exhibit A. TPS represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions.

2.3. Conformance to Applicable Requirements. All work prepared by TPS shall be subject to the approval of SDCP.

2.4. Sub-Contracting. TPS shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of SDCP. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3. **Conditions to TPS's Performance.**

3.1. SDCP SCID. SDCP represents and warrants that it is a registered Scheduling Coordinator at the California Independent System Operator (“CAISO”) and has its own SCID to be used for this Project and Services. SDCP will maintain its SCID throughout the Term of this Agreement. Under this SCID, SDCP will be receiving payments from and making payments to CAISO. SDCP will maintain its own SCID through the Term of this Agreement as a condition precedent to TPS's obligation to provide the Services listed in Exhibit A. TPS will manage SDCP's SCID as agent; provided, however, SDCP must inform TPS of any transaction sufficiently in advance of any applicable CAISO deadline for scheduling transactions.

3.2. Information and Assistance. Upon TPS's reasonable request, SDCP shall provide such information and assistance as is reasonably required for TPS to provide the Services. If SDCP fails to provide TPS with such requested information or assistance, then TPS shall continue to provide in a timely manner any such portion(s) of the affected Services that TPS can reasonably provide to the extent possible in the absence of such information or assistance.

3.3. Notification. SDCP shall notify all other relevant parties, including, but not limited to, its data manager (“**Data Manager**”), the Utility Distribution Company (“**UDC**”), which is currently San Diego Gas & Electric, the CAISO and SDCP's lender(s), as necessary, of the existence of this Agreement and TPS's role as contemplated in this Agreement.

3.4. SDCP's Representative. SDCP hereby designates **Karin L. Burns, Chief Executive Officer** or her designee, to act as its representative for the performance of this Agreement (“**SDCP's Representative**”). SDCP's Representative shall have the power to act on behalf of SDCP for all purposes under this Agreement. TPS shall not accept direction or orders from any person other than SDCP's Representative, or designee. TPS shall be entitled to rely upon, and SDCP shall be bound by, the oral and written communications, directions, requests and decisions made by SDCP's Representative with regard to this Agreement.

3.5. TPS's Representative. TPS hereby designates **Carey Morris, Vice President of Origination** or his or her designee, to act as its Representative for the performance of this Agreement (“**TPS's Representative**”). TPS's Representative shall have full authority to represent and act on behalf of TPS for all purposes under this Agreement. SDCP shall be entitled

to rely upon, and TPS shall be bound by, the oral and written communications, directions, requests and decisions made by TPS's Representative with regard to this Agreement.

3.6. Coordination of Services. TPS agrees to work closely with SDCP staff in the performance of Services and shall be available to SDCP's staff, consultants and other staff at all reasonable times.

3.7. Standard of Care; Performance of Employees. The Parties shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. TPS represents and maintains that it is skilled in the professional calling necessary to perform the Services. TPS warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, TPS represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the Term of this Agreement. As provided for in the indemnification provisions of this Agreement, TPS shall perform, at its own cost and expense and without reimbursement from SDCP, any services necessary to correct errors or omissions which are caused by the TPS's failure to comply with the standard of care provided for herein.

3.8. Laws and Regulations. Each Party shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, and shall give all notices required by law. The Parties shall be liable for all violations of such laws and regulations in connection with Services. If either of the Parties performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the other Party, then the Party in violation shall be solely responsible for all costs arising therefrom. The Parties shall defend, indemnify and hold the other Party, and its affiliated companies, partners, officials, directors, officers, employees, auditors and agents (collectively the "**Representatives**") free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

4. **Insurance**

4.1. Time for Compliance. TPS shall not commence the Services under this Agreement until it has provided evidence satisfactory to SDCP that it has secured all insurance required under this section.

4.2. Minimum Requirements. TPS shall, at its expense, procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of this Agreement by the TPS, its agents, representatives, employees or subcontractors. TPS shall also require all of its subcontractors to procure and maintain the same insurance for the duration of this Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability:* Insurance Services Office Commercial

General Liability coverage (occurrence form CG 0001 or equivalent); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage (form CA 0001, code 1 (any auto) or equivalent); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. TPS shall maintain limits no less than: (1) *General Liability*: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.

4.3. Insurance Endorsements. The insurance policies shall contain the following provisions:

(A) General Liability.

(i) Commercial General Liability Insurance must include coverage for (1) Bodily Injury and Property Damage; (2) Personal Injury/Advertising Injury; (3) Premises/Operations Liability; (4) Products/Completed Operations Liability; (5) Aggregate Limits that Apply per Project; (6) Explosion, Collapse and Underground (UCX) exclusion deleted; (7) Broad Form Property Damage; and (8) Independent Consultants Coverage.

(ii) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to this Agreement.

(iii) The policy shall give SDCP, its directors, officials, officers, employees, and agents additional insured status using ISO endorsement forms 20 10 10 01 and 20 37 10 01, or endorsements providing equivalent coverage.

(iv) The additional insured coverage under the policy shall be "primary and non-contributory" and will not seek contribution from SDCP's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13, or endorsements providing equivalent coverage.

(B) Automobile Liability.

(i) (1) SDCP, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the TPS or for which the TPS is responsible; and (2) the insurance coverage shall be primary insurance as respects SDCP, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the TPS's scheduled underlying coverage. Any insurance or self-insurance maintained by SDCP, its directors, officials, officers, employees, agents

and volunteers shall be excess of the TPS's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employers Liability Coverage.

(i) TPS certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) The insurer shall agree to waive all rights of subrogation against SDCP, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the TPS.

(D) Professional Liability. TPS shall procure and maintain, and require its sub-contractor to procure and maintain, for a period of two (2) years following completion of the Services, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$2,000,000 per claim. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the TPS. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

(E) All Coverages.

(i) Defense costs shall be payable in addition to the limits set forth hereunder.

(ii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named insured; whichever is greater.

(iii) The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of SDCP (if agreed to in a written contract or agreement) before SDCP's own insurance or self-insurance shall be called upon to protect it as a named insured. The umbrella/excess policy shall be provided on a "following form" basis with coverage at least as broad as provided on the underlying policy(ies).

(iv) TPS shall provide SDCP at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the TPS shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the Term of this Agreement,

the TPS shall deliver renewal certificate(s) to SDCP not more than ten (10) days following the effective date of cancellation or expiration.

(v) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. TPS shall maintain such coverage continuously for a period of at least two years after the completion of the work under this Agreement. TPS shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(vi) The foregoing requirements as to the types and limits of insurance coverage to be maintained by TPS, and any approval of said insurance by SDCP, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the TPS pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(vii) If at any time during the life of this Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, SDCP may cancel this Agreement.

(viii) Neither SDCP nor any of its directors, officials, officers, employees or agents shall be personally responsible for any liability arising under or by virtue of this Agreement.

4.4. Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to SDCP, its directors, officials, officers, employees, agents and volunteers.

4.5. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VII, licensed to do business in California, and satisfactory to SDCP.

4.6. Verification of Coverage. TPS shall furnish SDCP with original certificates of insurance effecting coverage required by this Agreement. The certificates for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by SDCP before work commences.

4.7. Sub-consultant Insurance Requirements. TPS shall not allow any subcontractors or sub-consultants to commence work on any subcontract until they have provided evidence satisfactory to SDCP that they have secured all insurance required under this section. consultants shall include SDCP as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing equivalent coverage. If requested by TPS, SDCP may approve different scopes or minimum limits of insurance for particular subcontractors or sub-consultants.

4.8. Self-Insurance Coverage and Deductible. Notwithstanding anything to the contrary contained in this Agreement, in lieu of providing the type of commercial insurance

coverage under Section 4.3(D), TPS shall have the right to self-insure or provide a parent guaranty to SDCA, as provided in accordance with this Section 4.8, so long as the net worth of TPS or any guarantor guaranteeing TPS's obligations under this Agreement shall exceed one (1) Billion dollars. In the event TPS elects to self-insure, the following shall apply if a claim, which would otherwise be covered by third party insurance required to be maintained hereby if such party had not elected to so self-insure, occurs:

- (A) with respect to a claim that would be covered by commercial general liability insurance or professional liability insurance, the self-insuring party shall undertake the defense of any such claim, including a defense of the other party, at the sole cost and expense of the self-insuring party;
- (B) to the extent that this Agreement requires that the other party be named as an additional insured, the self-insuring party shall have the same fiduciary duties to the other party that the self-insuring party's third party insurer would have had to the other party if:
 - (i) such third party insurer was providing such insurance; and
 - (ii) such third party insurer had named the other party as an additional insured with respect to such insurance;
- (C) the claim shall be treated as an insured claim hereunder; and
- (D) the expiration or termination of this Agreement or any default by the other party hereunder shall not terminate or otherwise affect obligation of the self-insuring party to provide, through such self-insurance, the insurance coverage the self-insuring party would otherwise be required to obtain from a third party insurer hereunder.

TPS shall disclose to SDCP the amount of any deductible which may be applicable under each insurance policy identified in Section 4.2(A) for which SDCP is an additional insured as provided under this Agreement. In the event any claims presented by SDCP for coverage under any of the insurance policies identified in Section 4.2(A) are accepted by the insurer as a covered claim for which the insurer agrees payment is due under the applicable policy ("Covered Claim"), and such Covered Claim is subject to a deductible, TPS will be responsible for paying the deductible portion of the Covered Claim to a third party.

At the outset of this Agreement, TPS has elected to cause SDCA to be provided with a parent guaranty in the amount of two million (\$2,000,000) US Dollars which guaranty will cover (a) claims presented against SDCA by third parties which claims were caused by the occurrence of those types of errors, omissions and other actions of TPS for which SDCA is indemnified pursuant to Section 13.1 of this Agreement, and (b) the amount payable by TPS for any applicable deductible for a Covered Claim under the policies specified under Section 4.2(A). The Parties agree that the provision of such guaranty to cover these identified liabilities will satisfy TPS's obligations under this Section.

5. Fees, Payments and Security.

5.1. Compensation. TPS shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit B. Extra Work may be authorized, as described in Section 5.4 below; and if authorized, said Extra Work will be compensated at the rates and manner set forth in this Agreement.

5.2. Payment of Compensation. TPS shall submit to SDCP a monthly itemized invoice which shall include all fees related to Services during the previous Month. SDCP shall, within 10 Days of receiving such invoice, review the invoice and pay all charges thereon.

5.3. Reimbursement for Expenses. TPS shall not be reimbursed for any expenses unless authorized in writing by SDCP. For all authorized expenses, TPS shall submit to SDCP a monthly itemized invoice which shall include all expenses paid by TPS on behalf of SDCP during the previous Month. SDCP shall, within 30 Days of receiving such invoice, review the invoice and pay all approved charges thereon.

5.4. Extra Work. At any time during the Term of this Agreement, the Parties may identify opportunities to perform Extra Work. As used herein, “Extra Work” means any work which is determined by the Parties to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. The Parties will negotiate in good faith to reach agreement on the implementation and compensation of such Extra Work.

6. Settlements, Reimbursable Amounts, and Accounting Records.

6.1. Reimbursable Amounts. SDCP shall reimburse TPS for all actual costs and charges assessed against TPS incurred in the performance of Services related to the Project. These obligations survive the termination of this Agreement.

6.2. Shadow Settlements and Reconciliation. TPS shall have no liability for making payments to CAISO on SDCP’s behalf. SDCP shall be responsible for any payment obligations to CAISO. TPS will use its proprietary data management and calculation engine, PowerTools Platform®© (“PTP”®) to shadow settle all CAISO Settlement Statement versions regarding the Project. TPS will analyze discrepancies found between TPS’s internally generated settlement statements and CAISO’s Settlement Statements and will report any significant discrepancies to SDCP. SDCP will provide TPS parameters for further investigation of such discrepancies and filing of disputes with CAISO. For discrepancies falling within SDCP’s parameters, TPS will file disputes at SDCP’s cost with CAISO on behalf of SDCP, will manage these disputes with CAISO, and will regularly provide SDCP a status report on all filed disputes. TPS will also review all additional CAISO Settlement Statements to verify CAISO has made requested changes to prior Settlement Statements and to verify the accuracy of any additional CAISO charges and credits. TPS is authorized to receive from CAISO historic and real time data collected by CAISO from, or provided to CAISO by, SDCP with respect to the Project. TPS is authorized to have access to SDCP’s SCID at CAISO to review CAISO’s bills and Settlement Statements concerning the Project.

6.3. Audit. TPS shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. No Schedule Coordinator Services Agreement – Page 9

more than once per year, TPS shall allow a representative of SDCP, at SDCP's sole cost and expense, during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. TPS shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment under this Agreement. Any audit or inspection shall, at TPS's exclusive option, take place off of TPS's premises.

7. **Termination and Expiration of Agreement: Meet and Confer.**

7.1. **Termination for Convenience.** After the Commencement Date, either Party may, by providing nine (9) Months written notice to the other Party, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to the other Party of such termination, and specifying the effective date thereof.

7.2. **Termination for Cause.** The following events (each an "**Event of Default**") occurs with respect to a Party, then the other Party may terminate this Agreement (inclusive of Schedules, Exhibits and Addenda) upon written notice to the defaulting Party: (i) with respect to SDCP, SDCP fails to pay amounts due hereunder, and such failure continues for fifteen (15) Business Days following written notice from TPS; (ii) either Party defaults in the observance or performance of any of its material covenants or agreements in this Agreement and such default continues uncured for twenty (20) Business Days following written notice to the defaulting Party; (iii) either Party makes an assignment for the benefit of creditors (other than a collateral assignment to an entity providing financing to such Party), files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause under any bankruptcy or similar law for the protection of creditors or has such a petition filed against it or otherwise becomes bankrupt or insolvent (however evidenced), or is unable to pay its debts as they become due; or (iv) with respect to SDCP, SDCP fails to satisfy UDC's credit-worthiness requirements set forth in the UDC tariffs and such failure continues uncured for twenty (20) Business Days following written notice to SDCP from UDC.

7.3. **Limited Termination of Selected Services.** In the event SDCP decides to perform those Services regarding CRRs as more particularly described under Section A.3. of Exhibit A, SDCP shall provide written notice to TPS designating a termination date of such Services, which date shall be no earlier than ninety (90) Days' from the date of such notice, and TPS shall cease performing such Services on the date designated in such notice; provided, however, that the designated termination date for such Services shall be the first Day of the Month.

7.4. **Effect of Termination.** Upon the date of expiration or termination of this Agreement (whether terminated for cause, or whether expiring at the end of a Term): (i) TPS shall cease providing Services and Extra Work hereunder except as required or authorized in Section 7.4.c below; (ii) TPS shall issue an invoice (the "**Termination Invoice**") to SDCP for (a) all outstanding fees for Services rendered by TPS through and including the date of expiration or termination, (b) all expenses outstanding and unpaid as of the date of expiration or termination, (c) monies paid by TPS on behalf of SDCP, if any, (d) unpaid or unreimbursed Deferred Financing and Deposits, if any, (e) unpaid or unreimbursed Credit Support, if any, (f) unreimbursed CAISO charges, if any, and (g) unpaid or unreimbursed Revenue Shortfall Payments, if any (collectively the forgoing fees and costs shall be referred to as the "**Termination Payment**"); and (iii) SDCP shall pay the

Termination Payment within thirty (30) Days of the date of expiration or termination of this Agreement.

7.5. Transition of Services Upon Termination or Expiration. Upon such expiration or termination, and upon request of SDCP, TPS shall reasonably cooperate with SDCP to ensure a prompt and efficient transfer of all data, documents and other materials to SDCP or a new services provider, in an industry standard format or formats, and in a manner such as to attempt to minimize the impact of expiration or termination on SDCP's customers. TPS shall develop with reasonable assistance from SDCP a written transition plan specifying in detail all activities, and the timing of such activities, necessary to facilitate an orderly and effective transition of Services. TPS shall provide to SDCP data and documentation, and other TPS non-proprietary information reasonably requested by SDCP in connection with the transition that is reasonably sufficient to enable a new services provider to fully assume the provision of the transitioning services. TPS shall provide transition assistance in such a manner as to attempt to reasonably: (a) ensure the uninterrupted performance of the services, (b) with no degradation in quality, and (c) to avoid disruption in the operation. If SDCP is the defaulting Party, SDCP agrees to pay TPS reasonable compensation for additional services performed in connection with such transfer, to the extent not otherwise provided for or contemplated in this Agreement, and not otherwise included in the Termination Payment. TPS shall (1) return all documents and other materials received from SDCP and all copies (if any) of such documents and tangible materials, and (ii) destroy all other documents or materials in TPS's possession that contain SDCP customer data; provided, however, that TPS may retain copies of information necessary for TPS's tax, billing or other financial purposes, to be used solely for such purposes.

(A) TPS shall not cease providing Services to SDCP under this Agreement until clear and unequivocal arrangements for (i) SDCP to assume provision of the Services under this Agreement, (ii) a Third Party provided to assume provision of the Services under this Agreement, or (iii) a return to Utility electric procurement, is established, unless SDCP is in default under this Agreement.

(B) If TPS ceases to be the provider of Services for the Project due to termination of this Agreement or any other reason, TPS and SDCP will be responsible for notifying CAISO, and any Third Parties, if applicable, involved or relating to this Agreement of such.

7.6. Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, SDCP may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

7.7. Dispute Resolution. The Parties shall meet and confer together in good faith regarding any dispute, controversy or claim (each, a "**Dispute**") arising out of or relating to this Agreement, or any breach or alleged breach hereof, prior to either Party declaring a breach of this Agreement. A meet and confer shall occur within ten (10) Business Days of any Dispute whereby the Parties agree to cooperate in good faith to resolve the Dispute, and may use a mutually agreeable Third Party to resolve such Dispute. In no event shall either Party be delayed or impeded from exercising any of its rights at law or equity, including, without limitation, petitioning a court

for provisional relief, including injunctive relief, prior to invoking the meet and confer resolution process.

8. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

TPS:

300 E. John Carpenter Freeway
Suite 1100
Irving, TX 75062
Attn: Contract Administration
Ph: 817-303-1860
Email: TPSContractAdmins@tnsk.com

SDCP:

San Diego Community Power
Attn: Chief Executive Officer
815 E Street, Suite 12716
San Diego, CA 92112

Such notice shall be deemed made when personally delivered or sent by mail, e-mail, or facsimile to such Persons or locations listed above and will be deemed given and effective when delivered by hand or upon:

(A) three (3) Days after such notice is deposited in the United States mail with postage prepaid for transmittal by registered or certified mail, return receipt requested;

(B) one (1) Day after such notice is placed in the hands of a recognized commercial mail or courier service for overnight delivery; or

(C) the Business Day on the date such notice was sent by e-mail or facsimile with confirmation of receipt of such facsimile by confirmed facsimile transmission, provided that such e-mail or facsimile receipt occurred during Business Hours of such Business Day. For email or facsimile transmissions received after such Business Hours of such Business Day at the receiving location, notice will be deemed effective upon the opening of Business Hours of the next Business Day.

Either Party may update its notice information contained herein at any time without the need for a formal amendment by sending written notice to the other Party in accordance with this Section 8.

9. Intellectual Property and Confidentiality.

SDCP owns all right, title and interest in and to all SDCP Materials. Upon the expiration of this Agreement, or in the event of termination, SDCP Materials and all SDCP customer

data, in whatever form and in any state of completion, shall remain the property of SDCP and shall be promptly returned to SDCP; provided however, notwithstanding the other terms of this agreement related to return or destruction of Confidential Information, receiving Party is not obligated to remove the Confidential Information from its backed-up electronic records outside of normally scheduled retention policies, provided receiving Party does not make use of the Confidential Information. SDCP Materials shall mean any and all data created by TPS specifically for SDCP in the performance of the Services and Extra Work pursuant to this Agreement (“**SDCP Materials**”).

For the avoidance of doubt, TPS’s intellectual property, including, but not limited to, TPS’s trademarks, service marks, trade names and other designations, web site(s), web design(s), internal systems, computer systems, programs, software (including software code), ideas, know-how, work product, copyrights, patents, trade secrets and other proprietary and/or intellectual property shall remain the exclusive property of TPS.

10. **Confidentiality.**

10.1. Subject to the remaining provisions of this Section, each Party agrees, for itself, its Affiliates, and its Representatives, to keep confidential to the extent permitted under the California Public Records Act all Information furnished by either Party related to schedules, the Services and Transactions under this Agreement unless the information (i) is required to be disclosed to effect the requested Transaction or to enforce a Party’s rights under this Agreement, (ii) is required to be disclosed by lenders, insurers, or underwriters in connection with financing, or (iii) is required to be disclosed pursuant to the California Public Records Act (“**Confidential Information**”). This confidentiality obligation will expire three (3) years past the expiration or termination of this Agreement.

10.2. Subject to Section 10.1 of this Agreement, the receiving Party, its Affiliates, and its Representatives must not disclose any Confidential Information to any Third Party without the prior written consent of the disclosing Party unless requested or required by a governmental authority or self-regulatory organization or as permitted in accordance hereof, except that a Party may disclose Confidential Information to any Affiliate, Representative, current or future financing sources, or potential purchaser of the Party and its parent, or affiliated entities without such prior written consent. Except with regard to disclosures permitted by this Section, the disclosing Party must require such Third Party to agree to treat the Confidential Information in accordance with this Agreement.

10.3. In the event any Party is requested or required to disclose such Confidential Information by law or by a court, agency, or other governing body having or purporting to have jurisdiction over the Party, to the extent permitted by law such Party must notify the other Party prior to any disclosure so as to allow the other Party to resist such disclosure before the governing body or to seek appropriate protection from further disclosure.

10.4. The Parties agree that disclosure of Confidential Information in breach of the confidentiality provisions of this Agreement constitutes an irreparable injury and that injunctive relief is an appropriate remedy to prevent the unwarranted disclosure of any Confidential Information.

10.5. The confidentiality provisions of this Agreement will not apply to any Confidential Information (i) the receiving Party developed independently without using the Confidential Information, (ii) that was in the public domain at the time of its disclosure, (iii) which passes into the public domain by acts other than the acts of or caused by the Party receiving said Confidential Information, or (iv) is disclosed to the receiving Party by a Third Party, provided that the receiving Party does not know (or has no reasonable basis to know) that the information was received or disclosed unlawfully.

11. **Cooperation: Further Acts.** The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

12. **Attorney's Fees.** If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

13. **Indemnification, Liabilities, and Warranty Disclaimer.**

13.1. **Indemnification.** TPS (including its officials, officers, employees, agents, sub-consultants and contractors, collectively the "**Indemnifying Party**") shall, to the extent of its own willful or reckless misconduct, defend, indemnify and hold SDCP, its officials, officers, consultants, employees, and volunteers ("**Indemnified Party**") free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident, arising out of or in connection with the performance of the Services, the Project or this Agreement, including reasonable attorney's fees and other related costs and expenses. TPS's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by SDCP, its directors, officials, officers, consultants, employees, agents or volunteers. TPS's indemnification obligations herein are conditioned upon the Indemnified Party: (i) promptly notifying TPS of any claim in writing; and (ii) cooperating with TPS in the defense of the claim.

13.2. **LIMITATION OF LIABILITY.** EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, INDIRECT, PUNITIVE, LOST PROFIT, LOST OPPORTUNITY, BUSINESS INTERRUPTION, OR EXEMPLARY DAMAGES FOR ANY CLAIM OR CAUSE OF ACTION RELATED TO THIS AGREEMENT, WHETHER ARISING FROM BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), STATUTE, OR OTHERWISE. MOREOVER, NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, UNLESS THE CLAIMS OR OBLIGATIONS ARE CAUSED BY TPS'S WILLFUL MISCONDUCT OR GROSS NEGLIGENCE, FOR EACH SIX (6) MONTH PERIOD OF SERVICES, THE AGGREGATE LIABILITY OF TPS TO SDCP FOR ANY OBLIGATIONS, UNDER THIS AGREEMENT SHALL BE LIMITED TO A MAXIMUM OF THE FIXED MONTHLY FEES OWED BY SDCP TO TPS PURSUANT TO EXHIBIT B FOR THE CONSECUTIVE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE MONTH IN WHICH THE EVENT GIVING RISE TO THE CLAIM OCCURRED, EXCLUSIVE OF REIMBURSEMENTS OF THIRD PARTY COSTS

AND CHARGES. AMOUNTS PAYABLE UNDER SECTION 13.1, OR AMOUNTS PAYABLE TO SDCP PURSUANT TO THE INSURANCE COVERAGES PROVIDED IN SECTION 4 SHALL NOT BE SUBJECT TO THE FOREGOING LIABILITY LIMITS. FOR AVOIDANCE OF DOUBT, THE PARTIES AGREE AND ACKNOWLEDGE THAT IF (1) A PRIOR EVENT CAUSING LIABILITY CLAIMS HAS ALREADY TAKEN INTO ACCOUNT FIXED MONTHLY FEES CHARGED IN ANY OF THE MONTHS WITHIN THE SIX (6) CONSECUTIVE MONTH PERIOD OF EVALUATION RELATED TO THE EVENT IN QUESTION, AND (2) CLAIMS WERE PAID FROM SUCH FIXED MONTHLY FEES TO SDCP UNDER THIS AGREEMENT FOR THE PRIOR EVENT, THEN IN CALCULATING THE APPLICABLE LIMITATION OF LIABILITY FOR AN EVENT, FIXED MONTHLY FEES SHALL BE CONSIDERED TO BE REDUCED FOR MONTHS IN THE PRIOR SIX (6) CONSECUTIVE MONTH PERIOD BEFORE THE EVENT IN QUESTION TO THE EXTENT PRIOR DAMAGE CLAIMS HAD RESULTED IN A PAYOUT TO SDCP OF SUCH MONTHS' FIXED MONTHLY FEES, SUCH THAT IN NO EVENT SHALL TPS PAY OUT IN DAMAGES FOR ANY CONSECUTIVE SIX (6) BILLING MONTH PERIOD MORE THAN IT HAS RECEIVED IN FIXED MONTHLY FEES FROM SDCP FOR SUCH PERIOD.

13.3. ADDITIONAL INDEMNITIES. AN INDEMNIFYING PARTY'S INDEMNITY OBLIGATIONS, AND ANY WAIVERS AND RELEASES OF CLAIMS IN THIS AGREEMENT WILL EXTEND TO THE INDEMNIFIED PARTY, ITS AFFILIATED COMPANIES, INCLUDING ANY ENTITY CONTROLLING, UNDER THE CONTROL OF, OR UNDER COMMON CONTROL WITH SUCH PARTY, AND TO THE RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, OWNERS, SHAREHOLDERS AND INSURERS OF EACH THEREOF.

14. Governing Rules.

14.1. Governing Rules. Both Parties agree to abide by all rules, market guides, tariffs, protocols, business practice manuals, and any applicable rules or directives of CAISO, transmission service provider, market monitor, any reliability entity, the North American Electric Reliability Corporation ("NERC"), or any of their successors (collectively "**Governing Rules**"). For purposes of determining responsibility and rights of the Parties at any given time, in addition to the terms and conditions of this Agreement, the Governing Rules which are in effect at the time of performance or non-performance of an action, subject to the continuation of any grandfathered provisions, will govern with respect to that action. In the event of a conflict between the Governing Rules and the terms and conditions set forth in this Agreement, the Governing Rules will prevail.

14.2. NERC Compliance. TPS will use commercially reasonable efforts to assist SDCP in any audit of SDCP initiated by a regional reliability coordinator, or NERC including preparation of responses to the regional reliability coordinator or NERC data requests related to NERC standards for which TPS has information useful to SDCP for the demonstration of compliance. Nothing contained in this Agreement will be construed to make TPS a Generator Owner ("GO"), Generator Operator ("GOP"), or any similar entity, or to make TPS subject to any classification under applicable NERC rules as a result of TPS's execution of this Agreement or TPS's performance of the services or otherwise. As between the Parties, SDCP will be responsible for meeting any GO, GOP, or load serving entity ("LSE") requirements or for arranging for a party other than TPS to assume that responsibility. In the event NERC, a regional reliability entity, or

other party seeks to designate TPS in any of these categories, SDCP will cause itself or a Third Party to accept such designation in lieu of TPS.

14.3. Compliance with Laws. TPS and SDCP will at all times comply in all material aspects with all Governing Rules and Applicable laws. In the event that actions or omissions of one Party (“**Responsible Party**”) cause the other Party (“**Affected Party**”) to (A) be materially non-compliant with the Governing Rules or Applicable laws, or (B) have assessed or brought against it any fines, penalties, reprimands, censures, sanctions, assessments, or other material adverse actions by CAISO, market monitor, or any other regulatory authority (“**Assessments**”) (which, for the avoidance of doubt, will not include ordinary course settlement charges or penalties, such as imbalance penalties or charges, mismatched schedule charges, uninstructed deviation charges, or late fees), then, in addition to any other rights or remedies under this Agreement (including the right, if any, to indemnification against such Assessments), the Affected Party may exercise any or all of the following:

(A) may give written notice to the Responsible Party setting forth the circumstances of non-compliance and, if cure is practicable, demanding cure; or

(B) must use commercially reasonable efforts to cooperate with the Responsible Party in its defense against such allegation or Assessment (provided the foregoing will not require the Affected Party to incur material expenses, unless reimbursed by the Responsible Party, nor take any position in any regulatory proceeding contrary to its interests or policies).

The Responsible Party for such Assessments will reimburse the affected party for Assessments paid by the Affected Party; provided, however, TPS’s payment obligation hereunder will be governed by Section 13.3.

15. Force Majeure and Due Diligence.

15.1. Force Majeure. Subject to Section 14.2, neither Party will be considered to be in default in the performance of any obligations under this Agreement (other than the obligation to make a payment of amounts owed) when a failure of performance results from Force Majeure. The term “**Force Majeure**” means causes that are beyond the control of the Party affected which, by exercise of due diligence, such Party could not reasonably have been expected to avoid and which, by exercise of due diligence, it has been unable to overcome and not the result of the fault or negligence of such Party including, but not limited to: flood, earthquake, tornado, hurricane, storm, or fire; acts of terrorism; civil disobedience; sabotage; pandemic or epidemic, restraint, order, rule, or regulation of any court, governmental body, or public authority (whether valid or invalid); equipment malfunction or failure not caused by the Party claiming Force Majeure (including computer hardware or software malfunction); loss or disruption of essential office equipment and services, such as loss or disruption of electric power, telephone service, internet, or satellite communications.

15.2. Due Diligence. No Party, however, shall be relieved of liability for failure of performance hereunder based on Force Majeure if such failure is due to causes arising out of its own negligence or due to removable or remediable causes which it fails to remove or remedy within a reasonable time period. A Party claiming Force Majeure will exercise due diligence to overcome

the Force Majeure event. Either Party rendered unable to fulfill any of its obligations under this Agreement by reason of Force Majeure shall give prompt written notice of such fact to the other Party, and as soon as practicable thereafter shall provide a detailed written explanation of the claim of Force Majeure, and shall exercise due diligence to remove such inability with all reasonable dispatch.

15.3. **Obligations During Force Majeure.** Notwithstanding any other provisions as stated in Section 14, an event of Force Majeure does not relieve a Party of any of its obligations under the Governing Rules and this Agreement that the Party can reasonably perform during a Force Majeure event, and does not excuse a Party of its obligations to make payments for obligations arising prior to the Force Majeure event, or of any payment obligations for non-performance arising pursuant to the Governing Rules and this Agreement.

16. **Entire Agreement.** This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

17. **Governing Law.** This Agreement shall be governed by the laws of the State of California. Venue shall be governed by a court of competent jurisdiction in San Diego County.

18. **SDCP's Right to Employ Other Consultants.** SDCP reserves right to employ other consultants in connection with this Project for services other than those listed in Exhibit A.

19. **Successors and Assigns.** This Agreement shall be binding on the successors and assigns of the Parties.

20. **Assignment or Transfer.** Neither Party shall assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the other Party. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. Notwithstanding the foregoing, the Parties agree that in the absence of a merger, the sale or transfer of all or substantially all of the shares of the other Party shall not constitute an assignment or transfer of this Agreement.

21. **Construction; References; Captions.** Since the Parties have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, Days or period for performance shall be deemed calendar Days and not Business Days. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

22. **Amendment; Modification.** No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

23. **Waiver.** No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

Schedule Coordinator Services Agreement – Page 17

24. **No Third-Party Beneficiaries.** There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

25. **Invalidity; Severability.** If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

26. **Prohibited Interests.** Both Parties maintain and warrant that they have not employed nor retained any company or person, other than a bona fide employee, to solicit or secure this Agreement. Further, both Parties warrant that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Parties shall have the right to rescind this Agreement without liability. For the Term of this Agreement, no member, officer or employee of SDCP, during the term of his or her service with SDCP, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

27. **Equal Opportunity Employment.** Both Parties represent that they are equal opportunity employers and shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

28. **Labor Certification.** By its signature hereunder, both Parties certify that they are aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agree to comply with such provisions before commencing the performance of the Services.

29. **Authority to Enter Agreement.** Both Parties have all requisite power and authority to conduct their business and to execute, deliver, and perform this Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

30. **Counterparts.** This Agreement may be signed in counterparts, each of which shall constitute an original.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereby have made and executed this Agreement, through their authorized representatives, as of the date first written above.

SAN DIEGO COMMUNITY POWER

TENASKA POWER SERVICES CO.

By : _____
Name: Karin Burns
Title: Chief Executive Officer

By : _____
Name: Kevin R. Smith
Title: President

ATTEST:

Maricela Hernandez, Secretary
SDCP Board of Directors

APPROVED AS TO FORM:

Veera Tyagi, SDCP General Counsel

EXHIBIT A

SERVICES/TERMS AND CONDITIONS

The Parties agree that the following Services shall be provided as described herein. The Services to be provided under this Exhibit will commence upon the Commencement Date.

A. Scheduling Coordinator Services: TPS is a certified and registered CAISO Scheduling Coordinator and included on the CAISO Scheduling Coordinator list. TPS will support SDCP in establishing an SCID, including by preparing and submitting templates, plans, forms and other documents required by CAISO for Scheduling Coordinator certification. TPS will act as Scheduling Coordinator agent for SDCP and in this capacity will comply with CAISO access requirements, and establish and maintain ADS, webOMS and any other required interfaces.

1. **Scheduling Services:** As agent for SDCP's SCID, TPS shall:

- a. perform all applicable functions required in order to represent SDCP's SCID as agent, including the management of emergency operational actions, and representing SDCP's SCID in all CAISO and WECC functions in the applicable markets, on a 24-hour / 7-day, 365 days per year basis, for the Resources, subject to market availability and operational limitations of the Resources;
- b. monitor and make reasonable efforts to minimize all Energy imbalances to optimize the financial impact to the SDCP portfolio. SDCP must provide TPS with all schedules, offers, Bids, instructions, and other information it desires TPS to submit to CAISO or WECC at least one (1) hour prior to the applicable submission deadlines;
- c. submit Demand Bids daily to CAISO to meet SDCP's forecasted load requirements per SDCP's direction. TPS will monitor and compare Demand Bid information resident in the CAISO portal with submitted information and validate market data submissions;
- d. manage SDCP Resource operations. Pursuant to TPS's role as agent for SDCP's SCID and for Resources and Load that reside in the SDCP SCID, as and when SDCP directly enters into supply agreements with power suppliers, Generators, storage facilities, and/or demand response or other aggregated or virtual resources, TPS will perform all activities required to schedule SDCP's Resources into the CAISO markets, including:
 - i. coordinate with the resource owner and coordinate with SDCP to complete CAISO onboarding of Resources through CAISO's new resource implementation ("NRI") process and coordinate and perform activities required to track SDCP Resource performance metrics;
 - ii. coordinate with Resource operators and SDCP to submit Resource availability and Resource Outages (whether planned or unplanned) as required under the CAISO Protocols and resolving real-time issues between

the Resource operators and CAISO. This includes submitting planned or unplanned communication or meter outages, coordinating resolution, and submitting replacement data to CAISO as required;

- iii. submit monthly and annual Resource Adequacy Capacity Supply Plans and Resource Adequacy Plans to CAISO, including Net Qualifying Capacity establishment and maintenance, and;
- iv. notify SDCP in a timely manner if a planned Outage requires substitution. TPS may contract for substitution if approved by SDCP.
- e. coordinate and perform activities required to track SDCP performance metrics, including volumes and pricing for Load, contracted Generation and IST hedges;
- f. submit economic and Self-Schedule Supply Bids to the CAISO markets in accordance with SDCP's resource bidding and dispatch strategies;
- g. monitor LMPs that impact the SDCP portfolio and implement curtailment opportunities and decisions as directed by SDCP;
- h. submit import schedules, prepare, update, and monitor E-tags. This includes monitoring, tracking, and reporting to SDCP any Real Time curtailment of E-Tags where SDCP is included as purchase selling entity ("PSE");
- i. submit SDCP Inter-SC Trades and verify correct in CAISO's markets. TPS will notify SDCP of any unmatched ISTs. SDCP must provide TPS with all schedules, offers, Bids, instructions, and other information it desires TPS to submit to CAISO or WECC at least one (1) hour prior to the applicable submission deadlines;
- j. use commercially reasonable efforts to monitor CAISO market activities and communicate to SDCP information pertaining to such CAISO market activities that TPS reasonably believes may impact SDCP or be of interest to SDCP;
- k. if future SDCP resources require Scheduling Coordinator Metered Entity ("SCME") services, TPS will monitor and submit the resource Generation Meter Data values on a daily basis. SDCP will arrange for TPS to be sent timely, actual Settlement Quality Meter Data in a type, quantity, level of accuracy, and format to enable TPS to submit such Meter Data to CAISO's Market Results Interface – Settlements ("MRI-S") system, or any successor system. TPS will upload such Generation Meter Data for SCME Resources and will use commercially reasonable efforts to submit such Generation Meter Data to CAISO as required by and in accordance with the applicable CAISO Protocols. TPS shall not be responsible for errors in Meter Data supplied to CAISO, the completeness of such data or any penalties assessed by CAISO related to such Meter Data.

2. **Deal Capture and Reporting Services:** TPS will provide SDCP in a mutually agreed upon format (or, if the TPS Customer Portal is available, through such Customer Portal, to the extent such data is contained therein):

- a. access to all CAISO data, SDCP contract and supplier data (to the extent made available to TPS), and data utilized for scheduling of SDCP Load and Resource. TPS will assist in data collection for SDCP's regulatory reporting as reasonably requested by SDCP;
- b. summary reports on Load and Resource performance metrics, including volumes and pricing for Load, contracted Generation and IST hedges;
- c. regular meetings, as mutually agreed, between TPS and SDCP for SDCP to discuss and ask questions;
- d. E-Tag summary information for transactions that include Point of Receipt ("POR"), Point of Delivery ("POD"), source, sink, and importer of record into CAISO in support of the CARB MRR annual report;
- e. access to shadow and predictive CAISO settlements for the SDCP portfolio;
- f. a suite of reports to SDCP. As applicable, customized reports may be created, as mutually agreed, if standard suite of reports do not address a need by SDCP.

3. **Congestion Revenue Rights Portfolio Management:**

- a. **Congestion Revenue Rights ("CRR") Bid Preparation and Support:** TPS will prepare data sheets containing metrics SDCP and TPS agree are necessary for the determination of its annual and monthly CRR nominations and CRR Auction bids and offers. TPS will receive from SDCP and subsequently submit to CAISO SDCP's CRR nominations, CRR Auction offers, and CRR Auction bids, in each instance, as representative of SDCP's SCID for each monthly and annual CRR Auction operated by CAISO. SDCP shall determine which CRRs to nominate, purchase, and sell, and SDCP shall determine the volumes and prices. TPS shall review and provide input on SDCP's CRR strategy upon SDCP's reasonable request. Services to be provided include:
 - i. Delivery of TPS's standard CRR report, including standard results, which will be made available to SDCP via mutually agreeable form.
 - ii. TPS will provide the following CRR reporting:

| | Deliverable | Completion Date |
|----|--|--|
| 1. | Monthly allocation process data sheets for nomination preparation according to agreed upon strategy. | Tier 1 - Delivered at least two (2) Days prior to Tier 1 submission date. Tier 2 – Delivered the Business Day following the publication of Tier 1 allocation results. |
| 2. | Monthly Auction process data sheets for offer and bid preparation according to agreed upon strategy. | Delivered the Business Day following the publication of Tier 2 allocation results. |

| | | |
|----|--|--|
| 3. | Annual allocation process data sheets for nomination preparation according to agreed upon strategy. | Tier 1 - Delivered seven (7) Business Days following CAISO's publishing of all input data. Tier 2 Update – Delivered five (5) Business Days following the publication of Tier 1 allocation results, assuming no long term Tier participation. Tier 3 – Delivered two (2) Business Days following the publication of Tier 2 allocation results. |
| 4. | Annual Auction process data sheets for offer and bid preparation according to agreed upon strategy. | Delivered four (4) Business Days following the publication of Tier 3 allocation results. |
| 5. | Monthly nomination submission service. | Provided after receipt of nominations by 12:00 p.m. pacific prevailing time on the Day of the nomination window. |
| 6. | Long-term and annual nomination submission service. | Provided after receipt of nominations by end of Day on the first Day of the nomination window. |
| 7. | Monthly auction offers and bids submission service. | Provided after receipt of bids and offers by end of Day on the first Day of the Auction window. |
| 8. | Annual Auction offers and bids submission service. | Provided after receipt of bids and offers by 12:00 p.m. pacific prevailing time on the first Day of the Auction window. |
| 9. | After-the-fact performance and settlement reporting on both monthly and annual allocations and Auctions. | Monthly |

- iii. TPS and SDCP will work together to ensure that any credit requirements for CRR Auction participation are met by the CAISO market deadlines.
- iv. TPS will provide a monthly congestion forecast report for SDCP's Monthly CRR processes. This report will contain TPS's outlook on Day Ahead congestion pricing for the Month ahead. Nodes to be analyzed will be limited to those associated with Resources and the SDCP DLAP. TPS's outlook will be based on network modeling, historical data and/or market expertise.
- b. **CRR Portfolio Performance:** TPS shall provide access to a dashboard for SDCP's CRR Transactions and shall review all CAISO Settlement Statements and invoices associated with any such CRRs for accuracy. SDCP shall be responsible for funding the CAISO CRR Holder minimum participant requirement, if any, directly with CAISO.

- c. **CRR Risk Management Policy:** At SDCP's reasonable request, TPS shall review and provide input on whether SDCP's policy to acquire and manage CRRs is consistent with industry best practices.

4. **Other Items:**

- a. TPS will perform all Services in a professional manner consistent with good industry practices and Applicable laws, including the CAISO Protocols.
- b. TPS will be responsible for submitting data to appropriate Balancing Authorities to satisfy planning requirements.

EXHIBIT B

SCHEDULE COORDINATOR FEE SCHEDULE AND PAYMENTS

This Exhibit B describes the Services Fees (“Service Fees”) to be remitted to TPS from SDCP for all Services performed pursuant to this Agreement.

1. Monthly Fee: As compensation for the Scheduling Coordinator Services for SDCP Load and Resources provided by TPS under this Agreement, SDCP shall pay TPS a fee equal to the Dollar per Month amount for each service listed under Pricing Table 1 of this Exhibit B each Month (the “**Fixed Monthly Fee**”) in arrears and prorated for any partial Month of service, beginning on the Commencement Date:

Pricing Table 1

| Services: | Fixed Monthly Fee (\$/Month) | Annual Not-To-Exceed (\$/year) | Inclusions/Exclusions |
|-------------------------------------|------------------------------|--------------------------------|---|
| SC Services (Load) Task 1 | \$10,000.00 | \$120,000.00 | All Task 1 Scheduling Services including Load, other than Resource Scheduling |
| SC Services (Resources 1-6) Task 1 | \$3,750.00 | \$45,000.00 | Task 1 Resources Fee is per Resource per Month (each Resource Monthly fee will not begin until the earliest Energization Date of the Resource) |
| SC Services (Resources 7-12) Task 1 | \$3,350.00 | \$40,200.00 | Task 1 Resources Fee is per Resource per Month (each Resource Monthly fee will not begin until the earliest Energization Date of the Resource) |
| SC Services (Resources 13+) Task 1 | \$2,500.00 | \$30,000.00 | Task 1 Resources Fee is per Resource per Month (each Resource Monthly fee will not begin until the earliest Energization Date of the Resource) |
| SCME Services Task 1 | \$2,000.00 | \$24,000.00 | If SDCP elects TPS to provide SCME services, such services will be charged at the rate of \$2,000 per Month per Resource |
| CRR Services Task 2 | \$6,500.00 | \$78,000.00 | All Task 2 CRR Services |

- (1) **Small Resource Discount:** Based on SDCP Planned Projects in Exhibit D, for any future resources under 10MW, the Task 1 fee shall be \$1,600 per Month **per Resource** (each such Resource Monthly fee will not begin until the earliest Energization Date of the Resource).
- (2) **Escalator:** An annual escalation rate for the Renewal Terms will be applied and shall equal the greater of either:
 - a. the percentage change in the Consumer Price Index for All Urban Areas or “CPI-U” published by the U.S. Department of Labor and applicable for the twelve consecutive Months ending prior to the first Day of the Month in which the Commencement Date occurs each year during the Term, from the annual average CPI-U prevailing for the prior twelve consecutive Month period; or
 - b. two percent (2.0%).
- (3) TPS will provide SDCP pricing for energy storage optimization services as requested by SDCP for new planned resources, provided, for avoidance of doubt, as of the Effective Date of this Agreement, TPS shall not provide optimization services to SDCP for any Resource; any such optimization services shall be subject to an amendment to this Agreement and a corresponding fee, as mutually agreed upon by the Parties.

2. The Parties agree that a Co-located Resource is considered a single Resource for purposes of the Fixed Monthly Fee applicable to such Resource.

EXHIBIT C

DEFINITIONS

For purposes of this Agreement, the following capitalized terms shall have the meanings set forth below. All other capitalized terms used in this Agreement, but not otherwise defined in this Agreement, shall have the same meaning as defined in the CAISO Protocols.

“Automated Dispatch System” or **“ADS”** has the meaning given that term in the CAISO Protocols.

“Affected Party” shall have the meaning set forth in Section 14.3 of this Agreement.

“Agreement” shall have the meaning set forth in the preamble of this Agreement.

“Ancillary Services” shall mean all current and future products and services defined by CAISO in CAISO Protocols that are necessary to support the transmission and distribution of Energy from point of generation to point of delivery while maintaining reliable operation of the transmission system or which are commonly sold or traded in the market served by CAISO, which may include Spinning Reserves, Non-Spinning Reserves, Regulation Up, Regulation Down, and any other ancillary services, but specifically excluding Resource Adequacy Capacity (all as defined in the CAISO Protocols).

“Applicable Laws” means any act, statute, law, regulation, permit, license, ordinance, rule, judgment, order, decree, directive, guideline, or policy or any similar form of decision or determination by, or any interpretation or administration of, any of the foregoing by any governmental authority with jurisdiction over the Resource(s), TPS, SDCP, or the Services to be performed under this Agreement.

“Assessments” shall have the meaning set forth in Section 14.3 of this Agreement.

“Balancing Authority” has the meaning given that term in the CAISO Protocols.

“Bid” has the meaning given that term in the CAISO Protocols.

“Business Day” shall mean any Day other than a Saturday, Sunday, or Day on which Federal Reserve member banks in Texas are closed for business.

“CAISO” shall mean the California Independent System Operator Corporation or any successor thereto.

“CAISO Protocols” shall mean the tariff, business practice manuals, and the governing rules of the CAISO’s operations.

“CARB MRR” means the California Air Resources Board Mandatory Greenhouse Gas Reporting Regulation.

“Co-located Resource” has the meaning given that term in the CAISO Protocols.

“Commencement Date” shall have the meaning set forth in Section 1.2 of this Agreement.

“Confidential Information” shall have the meaning set forth in Section 10(A) of this Agreement.

“Congestion Revenue Rights” or **“CRR”** has the meaning given that term in the CAISO Protocols.

“Covered Claim” shall have the meaning set forth in Section 4.8 of this Agreement.

“CRR Auction” has the meaning given that term in the CAISO Protocols.

“CRR Holder” has the meaning given that term in the CAISO Protocols.

“Data Manager” shall have the meaning set forth in Section 3.3 of this Agreement.

“Day” shall mean a calendar day.

“Day Ahead” has the meaning given that term in the CAISO Protocols.

“Day Ahead Market” has the meaning given that term in the CAISO Protocols.

“Demand Bid” has the meaning given that term in the CAISO Protocols.

“Dispute” shall have the meaning set forth in Section 7.7 of this Agreement.

“DLAP” or **“Default Load Aggregation Point”** has the meaning given that term in the CAISO Protocols.

“Documentation” shall have the meaning set forth in Section 1.2 of this Agreement.

“Energization Date” shall mean, for each Resource, the earliest Day for which CAISO (or the transmission service provider, as applicable) approves the electrical energization or synchronization (to the electrically interconnected CAISO system) of such Resource.

“Energy” means electric energy.

“Escalator” shall have the meaning set forth in Exhibit B of this Agreement.

“E-Tag” has the meaning given that term in the CAISO Protocols.

“Event of Default” shall have the meaning set forth in Section 7.2 of this Agreement.

“Extra Work” shall have the meaning set forth in Section 5.4 of this Agreement.

“**Fixed Monthly Fee**” shall have the meaning set forth in Exhibit B.

“**Force Majeure**” shall have the meaning set forth in Section 15.1 of this Agreement.

“**Generation**” has the meaning given that term in the CAISO Protocols.

“**Generator**” has the meaning given that term in the CAISO Protocols.

“**GO**” shall mean a “**Generator Owner**” as described in the CAISO Protocols.

“**GOP**” shall mean a “**Generator Operator**” as described in the CAISO Protocols.

“**Governing Rules**” shall have the meaning set forth in Section 14.1 of this Agreement.

“**Indemnified Party**” shall have the meaning set forth in Section 13.1 of this Agreement.

“**Indemnifying Party**” shall have the meaning set forth in Section 13.1 of this Agreement.

“**Initial Term**” shall have the meaning set forth in Section 1.3 of this Agreement.

“**IST**” or **Inter-SC Trade**” has the meaning given that term in the CAISO Protocols.

“**LMP**” has the meaning given that term in the CAISO Protocols.

“**Load**” has the meaning given that term in the CAISO Protocols.

“**LSE**” shall mean a Load Serving Entity as described in the CAISO Protocols.

“**Market Results Interface – Settlements**” has the meaning given that term in the CAISO Protocols.

“**Meter Data**” has the meaning given that term in the CAISO Protocols.

“**Month**” means a calendar month.

“**NERC**” shall mean the North American Electric Reliability Corporation or any successor thereto.

“**Net Qualifying Capacity**” has the meaning given that term in the CAISO Protocols.

“**Node**” has the meaning given that term in the CAISO Protocols.

“**Outage**” has the meaning given that term in the CAISO Protocols.

“**Party**” or “**Parties**” shall have the meaning set forth in the preamble of this Agreement.

“**Point of Delivery**” has the meaning given that term in the CAISO Protocols.

“Point of Receipt” has the meaning given that term in the CAISO Protocols.

“Power Purchase Agreement” or **“PPA”** shall mean a power transaction entered between a Third Party and SDCP pursuant to which such Third Party sells as-generated Energy to SDCP.

“Product” shall mean Energy, Ancillary Services, and capacity and any other power product allowed for sale or purchase in the CAISO market that the Parties may mutually agree to transact or schedule under this Agreement.

“Project” shall have the meaning set forth in the recitals of this Agreement.

“PTP®” shall have the meaning set forth in Section 6.2 of this Agreement.

“Real Time” has the meaning given that term in the CAISO Protocols.

“Real Time Market” has the meaning given that term in the CAISO Protocols.

“Renewal Term” shall have the meaning set forth in Section 1.3 of this Agreement.

“Representatives” shall mean each Party’s respective directors, officers, and employees, including, without limitation, attorneys, accountants, partners, and/or consultants.

“Resource” or **“Resources”** means each generating facility located within the CAISO market, owned by SDCP or by any affiliate of SDCP, or with regard to which SDCP has entered into a PPA with a Third Party. For avoidance of doubt, a Co-located Resource is considered a single Resource.

“Resource Adequacy Capacity” or **“RA Capacity”** has the meaning given that term in the CAISO Protocols.

“Resource Adequacy Plan” has the meaning given that term in the CAISO Protocols.

“Responsible Party” shall have the meaning set forth in Section 14.3 of this Agreement. **“RFP”** shall have the meaning set forth in Section 1.1 of this Agreement.

“Settlement Quality Meter Data” has the meaning set forth in the CAISO Protocols.

“Scheduling Coordinator” shall have the meaning as defined in the CAISO Protocols.

“Scheduling Coordinator Metered Entity” has the meaning given that term in the CAISO Protocols.

“SCID” shall mean the Scheduling Coordinator ID assigned to SDCP by CAISO in which SDCP’s Resource resides and TPS is the registered Scheduling Coordinator agent.

“Self-Schedule” has the meaning given that term in the CAISO Protocols.

“Service Fees” shall have the meaning set forth in Exhibit B.

“Services” shall have the meaning set forth in Section 1.1 of this Agreement.

“Settlement Statement” shall have the meaning as defined in the CAISO Protocols.

“SDCP” shall mean San Diego Community Power.

“SDCP Materials” shall have the meaning set forth in Section 9 of this Agreement.

“SDCP’s Representative” shall have the meaning set forth in Section 3.4 of this Agreement.

“Supply” has the meaning given that term in the CAISO Protocols.

“Supply Plan” has the meaning given that term in the CAISO Protocols.

“Term” shall mean the period commencing on the Effective Date through and including the expiration of the Initial Term and any Renewal Term, as applicable, subject in all cases to any early termination of this Agreement as permitted herein.

“Termination Invoice” shall have the meaning set forth in Section 7.4 of this Agreement.

“Termination Payment” shall have the meaning set forth in Section 7.4 of this Agreement.

“Third Party” means any person other than SDCP or TPS or their respective affiliates.

“TPS” means Tenaska Power Services Co.

“TPS Customer Portal” means the internet site designated by TPS which provides access to public and SDCP-specific information and a means to transmit certain information from SDCP to TPS.

“TPS’s Representative” shall have the meaning set forth in Section 3.5 of this Agreement.

“Transition Period” shall have the meaning set forth in Section 1.2 of this Agreement.

“Transition Services” shall have the meaning set forth in Section 1.2 of this Agreement.

“UDC” means the Utility Distribution Company, which is currently San Diego Gas & Electric.

“webOMS” means the CAISO Web Outage Management System.

“WECC” means the Western Electricity Coordinating Council or successor agency.

The terms defined above have the meanings set forth above for all purposes, and such meanings are equally applicable to both the singular and plural forms of the terms defined. "Include," "includes" and "including" shall be deemed to be followed by "without limitation" whether or not they are in fact followed by such words or words of like import. Any agreement, instrument, document, rule or law defined or referred to herein means such agreement, instrument, document, rule or law as from time to time amended, modified or supplemented. References to a Person include its successors and permitted assigns. "Hereof," "herein," "hereunder" and comparable terms refer, unless otherwise expressly indicated, to the entire agreement or instrument in which such terms are used and not to any particular Article, Section or other subdivision thereof or attachment thereto. References in an instrument to "Article," "Section" or another subdivision or to an attachment are, unless the context otherwise requires, to an article, section or subdivision of or an attachment to such agreement or instrument. All references to exhibits or appendices in any agreement or instrument that is governed by this Agreement are to exhibits or appendices attached to such instrument or agreement. References to any gender include, unless the context otherwise requires, references to all genders. References to "\$" or to "Dollars" or "Cents" shall mean the lawful currency of the United States of America.

EXHIBIT D
SDCP PLANNED PROJECTS

This list is for reference only. Planned Projects and schedules listed are subject to change. Additional Resources may also be acquired in the future.

| Project: | Capacity (MW) | BESS Capacity (MW) | Resource Type | COD |
|-----------------|----------------------|---------------------------|----------------------|------------|
| Arrowleaf | 42 | 35 (4-hour) | Solar+Storage | 12/2025 |
| JVR | 90 | 70 (4-hour) | Solar+Storage | 10/31/2026 |
| Vidal | 160 | 160 (4-hour) | Solar+Storage | 12/1/2026 |
| PJ | 440 | 238 (4-hour) | Solar+Storage | 9/1/2026 |
| YP3 | 35 | 35 (4-hour) | Solar+Storage | 6/1/2027 |
| Purple Sage | 400 | 400 (4-hour) | Solar+Storage | 6/1/2028 |
| Ponoma 2 | | 20 (2-hour) | Standalone | online |
| Avocet | | 200 (4-hour) | Standalone | 4/15/2026 |
| Euismod | | 200 (8-hour) | Standalone | 6/1/2028 |
| IP Darden IV | 91.5 | 91.50 (4-hour) | Solar + Storage | 6/1/2028 |
| | | | | |



Glossary

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 bill's house of origin in the Legislature. In California, it is common for legislation to be referred to by its house of origin number even after it becomes law. However, because bill numbers "reset" and start again from 1 in each legislative session, it is less confusing to include chapter and statute information when referring to a bill that has become law; for example, SB 350 (Chapter 547, Statutes of 2015).

AL – Advice Letter: An Advice Letter is a request by a California Public Utilities Commission (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 state 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: AReM is 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 select public policy forums at the state level. It represents direct access providers such as Constellation NewEnergy and Direct Energy.

BayREN – Bay Area Regional Energy Network: BayREN offers regionwide 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: CAISO is a nonprofit public benefit corporation that oversees the operation of the California bulk electric power system, transmission lines and electricity market generated and transmitted by its members (approximately 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 the Federal Energy Regulatory Commission (FERC) and governed by a five-member governing board appointed by the governor.

CalCCA – California Community Choice Association: CalCCA is a statewide association, made up of Community Choice Aggregators (CCAs), that represents the interests of California's community choice electricity providers.



CALSEIA – California Solar Energy Industries Association: 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 represents 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: CALSLA is a statewide association representing cities, counties and towns before the CPUC that is committed to maintaining fair and equitable streetlight electricity rates and facilities charges and disseminating streetlight-related information.

CAM – Cost Allocation Mechanism: CAM is 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: CARE is a state program for low-income households that provides a 30% discount on monthly energy bills and a 20% discount on natural gas bills. It is funded through a rate surcharge paid by all other utility customers.

CBE – Communities for a Better Environment: CBE is an 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, is an entity of local governments that 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 CEC is 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: CEE is a nonprofit composed of U.S. 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: CLECA is an organization of large, high-load factor industrial customers located throughout the state; its members are in the cement, steel, industrial gas, pipeline, beverage, cold storage, food packaging and mining industries and their 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: The CPUC is a 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: C&I customers are business customers who 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: A Compliance Period is the time period to become Renewables Portfolio Standard (RPS) compliant, set by the California Public Utilities Commission (CPUC).

DA – Direct Access: Direct Access is an option that allows eligible customers to purchase their electricity directly from third-party providers known as Electric Service Providers (ESPs).

DA Cap: The DA Cap is 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: DACC is a regulatory advocacy group composed of educational, governmental, commercial and industrial customers that utilize direct access for all or a portion of their electrical energy requirements.

DA Lottery: The DA Lottery is a random drawing by which DA waitlist customers become eligible to enroll in DA service under the currently applicable Direct Access Cap.

DA Waitlist: The DA Waitlist consists of 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 that most suffer from a combination of economic, health and environmental burdens. These burdens include poverty, high unemployment, air and water pollution and the presence of hazardous wastes as well as high incidences of asthma and heart disease. One way that the state identifies these areas is by collecting and analyzing information from communities statewide. 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: DASR is a request submitted by C&I customers to become direct access eligible.



Demand: Demand refers to 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 DER is 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: Distribution refers to 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: DR is 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: Distributed Resource Plans are required by statute and intended to identify optimal locations for the deployment of distributed resources.

DWR – Department of Water Resources: DWR is the state agency charged with managing California's water resources, systems and infrastructure in a responsible, sustainable way.

ECR – Enhanced Community Renewable: ECR is an IOU (Investor-Owned Utility) 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% and up to 100% of their monthly electricity demand. The customer pays the developer for the subscribed output and receives 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 Commission decisions and statutory Mandates.

EE – Energy Efficiency: Energy Efficiency refers to 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 and cool and run appliances and electronics, and energy-efficient manufacturing facilities use less energy.

ELCC – Effective Load Carrying Capacity: ELCC is 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 that 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 Pacific Gas and Electric (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 that can be recovered in rates. The utilities do not earn a rate of return on these costs and recover only 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: Energy Storage is 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: An ESA refers to a battery services contract, a capacity contract, demand response contract or similar agreement.

ESP – Energy Service Provider: An Energy Service Provider is an energy entity that provides service to a retail or end-use customer.

EV – Electric Vehicle: An EV is 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) are gases that cause the atmosphere to trap heat radiating from the earth. The most common GHG is carbon dioxide.

GRC – General Rate Case: General Rate Cases are 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 for and the rate schedules for each class. Each large electric utility files a GRC application every three years for review by the Public Advocate’s Office and interested parties and for 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: This is 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 quantify 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.

IDSM – Integrated Demand-Side Management: This is 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.

IEPA – Independent Energy Producers Association: IEPA is 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: An IOU is 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: An Integrated Resource Plan outlines an electric utility's resource needs in order to meet expected electricity demand long-term.

kW – Kilowatt: This is a measure of power where power (watts) = voltage (volts) x amperage (amps) and 1 kW = 1,000 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: LCE is the CCA that serves the City of Lancaster, California.

LCFS – Low Carbon Fuel Standard: This is 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: This is 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 composed 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: This is a cost-benefit analysis of distributed resources that incorporates location-specific net benefits to the electric grid.

Load: Load refers to 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: Load-serving Entities 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 CPUC’s electric procurement policies and Programs.

MCE – Marin Clean Energy: MCE was the first CCA in California and began serving customers in 2010. It serves customers in Contra Costa, Marin, Napa and Solano counties in Northern California.

MEO – Marketing Education and Outreach: This is 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: A megawatt hour (Mwh) is equal to 1,000 Kilowatt hours (Kwh) or 1,000 kilowatts of electricity used continuously for one hour.

MWH – Megawatt-hour: This is a measure of energy.

NAESCO – National Association of Energy Service Companies: NAESCO is 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: Non-Bypassable Charges are 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: An NDA is 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: NEM is a program in which solar customers receive credit for excess electricity generated by solar panels.

NRDC – Natural Resources Defense Council: NRDC is a nonprofit 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: An OIR is 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: OSC is an order requiring an individual or entity to explain, justify or prove something.

ORA – Office of Ratepayer Advocates: The ORA is an independent consumer advocate within the CPUC, now called the Public Advocates Office.

PA – Program Administrator (for EE Business Plans): IOUs and local government agencies can be authorized to implement CPUC-directed energy efficiency programs.

PCE – Peninsula Clean Energy Authority: PCE is the 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: RPS Portfolio Content Category 1 includes bundled renewables where the energy and Renewable Energy Certificate (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: RPS Portfolio Content Category 2 includes bundled renewables where the energy and Renewable Energy Certificate (REC) are from out of state and not dynamically scheduled to a CBA.

PCC3 – RPS Portfolio Content Category 3: RPS Portfolio Content Category 3 includes Unbundled Renewable Energy Certificate (REC).

PCIA or "exit fee" – Power Charge Indifference Adjustment: The 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: The PCL is 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 (Chapter 313, Statutes of 2009) and SB 1305 (Chapter 796, Statutes of 1997).



PD – Proposed Decision: A PD is 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: PG&E is the IOU that serves 16 million people over a 70,000-square-mile service area in Northern California.

PHC – Prehearing Conference: A PHC is a CPUC hearing to discuss the scope of a proceeding, among other matters. Interested stakeholders can request party status during these conferences.

Pnode – Pricing Node: In the CAISO optimization model, this is a point where a physical injection or withdrawal of energy is modeled and for which an LMP is calculated.

PPA – Power Purchase Agreement: A PPA is a contract used to purchase the energy, capacity and attributes from a renewable resource project.

PRP – Priority Review Project: These are transportation electrification pilot projects approved by the CPUC pursuant to SB 350 (Chapter 547, Statutes of 2015).

PRRR – Progress on Residential Rate Reform: Pursuant to a CPUC decision, the IOUs must submit to the CPUC and other 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: The PUC is a California statute that contains 33 divisions; the range of topics within this code includes natural gas restructuring, private energy producers, telecommunication services, and specific municipal utility districts and transit authorities; the primary statute for governance of utilities as well as CCAs in California.

PURPA – Public Utilities Regulatory Policy Act: The PURPA is a federal statute passed in 1978 by Congress in response to the 1973 energy crisis to encourage fuel diversity via alternative energy sources and to introduce competition into the electric sector. It was intended to promote energy conservation (reduce demand) and promote greater use of domestic energy and renewable energy (increase supply).

RA – Resource Adequacy: Under its Resource Adequacy (RA) program, the California Public Utilities Commission (CPUC) requires load-serving entities – investor-owned utilities, electricity service providers and CCAs – 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: This is 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: Renewable energy is 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 megawatt-hour 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: This is 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: RPS is a law that requires California utilities and other load-serving entities (including CCAs) to provide an escalating percentage of California qualified renewable power (culminating at 33% by 2020) in their annual energy portfolio.

SB – Senate Bill: A Senate Bill is 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.

SBP – Solar Billing Plan: The Solar Billing Plan, also known as the Net Billing Tariff or NEM 3.0, is the new method of compensating customer-sited renewable energy self-generation, intended to promote grid reliability and incentivize solar and battery storage.

SCE – Southern California Edison: SCE is the large IOU that serves the Los Angeles and Orange County area.

SCP – Sonoma Clean Power Authority: SCP is the CCA serving Sonoma County and surrounding areas in Northern California.

SDG&E – San Diego Gas & Electric: SDG&E is the IOU that serves San Diego County and owns the infrastructure that delivers Community Power energy to our customers.

SGIP – Self-Generation Incentive Program: SGIP is a program that provides incentives to support existing, new and emerging distributed energy resources (storage, wind turbines, waste heat to power technologies, etc.).

SUE – Super User Electric: This is an electric surcharge intended to penalize consumers for excessive energy use.

SVCE – Silicon Valley Clean Energy: SVCE is the CCA serving the communities in Santa Clara County.



TCR EPS Protocol – The Climate Registry Electric Power Sector Protocol: This refers to 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 and 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: TOU Rates refers to 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: This is a term that refers to the death of forest trees and provides a measure of forest health. In the context of energy, as part of the Governor's Tree Mortality Emergency Proclamation, 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: TURN is a ratepayer advocacy group charged with ensuring that California IOUs implement just and reasonable rates.

Unbundled RECs: Unbundled RECs are 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 Virtual Power Plant is 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: VAMO is the process for SDG&E to allocate a proportional share of its renewable portfolio to Community Power and other LSEs within the service territory.