



AGENDA

Regular Meeting Board of Directors

**Thursday, March 26, 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

CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL- ANTICIPATED LITIGATION

Government Code section 54956.9(d)(4): One matter.

CALL TO ORDER – OPEN SESSION

ROLL CALL

REPORT ON CLOSED SESSION

PLEDGE OF ALLEGIANCE

LAND ACKNOWLEDGMENT

SPECIAL PRESENTATIONS AND INTRODUCTIONS

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 February 26, 2026, 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 December 31, 2025](#)
9. [Receive and File Community Advisory Committee Monthly Update](#)
10. [Receive and File Update on Regulatory and Legislative Affairs](#)
11. [Adoption of Resolution 2026-06, Authorizing San Diego Community Power to Join the California Community Choice Financing Authority as a Founding Member](#)

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.

12. [Community Advisory Committee Quarterly Update](#)

Recommendation: Receive and File Community Advisory Committee Quarterly Update.

13. Review and approve 2026 Community Power rates adjustment, to be effective as of April 1, 2026

Recommendation: Review and approve rate adjustments for the PowerOn and PowerBase services, as contained in Attachment A, to go into effect as of April 1, 2026. The recommendation includes continuing to offer 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.

14. Adoption of Resolution 2026-07, Approving the Rate Stabilization Reserve Policy

Recommendation: Adopt Resolution No. 2026-07, Approving the Rate Stabilization Reserve Policy.

15. Approve Agreement with Calpine Community Energy, LLC for Data Management and Customer Center Services for an Estimated \$12,701,612 per Fiscal Year, Plus a Maximum CPI Annual Increase of 4.0% for an Initial 3-year Term with Renewals

Recommendation: Approve agreement with Calpine Community Energy, LLC for Data Management and Customer Center Services for an initial 3-year term beginning in May 2026, with an option for one two-year renewal and yearly renewals thereafter and authorize the Chief Executive Officer to execute the contract.

16. Approve Amendment No. 2 to Professional Services Agreement with Wipro Connected Services (formerly known as Harman Connected Services, Inc.) for Enterprise Data Platform (EDP) Phase 2 Implementation and Managed Services for an additional not-to-exceed amount of \$530,000

Recommendation: Approve Amendment No. 2 to the Professional Services Agreement with Wipro Connected Services (formerly known as Harman Connected Services, Inc.) for additional scope of work and increase the not-to-exceed amount by \$530,000 for a revised total contract not-to-exceed amount of \$1,751,000 and authorize the Chief Executive Officer to execute the contract.

17. Community Benefits Framework

Recommendation: Receive and File this informational item regarding the Community Benefits Framework.

18. Announcement of Public Investment Grade Credit Rating from S&P Global Ratings

Recommendation: Receive and file staff report acknowledging San Diego Community Power's publicly issued "A" Issuer Credit Rating with a Stable Outlook from S&P Global Ratings.

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 comments made by Directors unless authorized by law.

ADJOURNMENT

The Board of Directors will adjourn until the next regular meeting scheduled for Thursday, April 23, 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
Special Meeting Minutes
February 26, 2026**

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

WELCOME

CALL TO ORDER

Chair Lawson-Remer called the Community Power Board of Directors regular meeting to order at 3:33 p.m.

ROLL CALL

PRESENT: Chair Lawson-Remer, County of San Diego; Vice Chair Yamane, City of National City; Director Elo-Rivera, 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; General Counsel Tyagi; Senior Director of People Operations and Administration Pugh; Senior Strategic Finance Manager Spengler; Director of Finance Manglicmot; Senior Financial Analyst Do; Director of Origination Torres; Associate Director of Legislative Affairs Welch; Senior Policy Manager Cissna; Senior Strategic Policy Manager Kinports; Regulatory Manager Gunther; Senior Community Engagement Manager Crespo; 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.

ITEMS TO BE ADDED, WITHDRAWN OR REORDERED ON THE AGENDA

Chair Lawson-Remer noted that at the request of staff, Item No. 18; Adopt Resolution No. 2026-03, Authorizing Execution of an Energy Prepayment Transaction, Related Documents, and 'Form of' Documents Subject to Maximum Issuance Amount, Limitation on Fees, and Minimum Required Savings would be reordered to go before Item No. 15.

PUBLIC COMMENTS

There were no public comments.

CONSENT CALENDAR

1. Approve January 15, 2026, 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 November 30, 2025
9. Receive and File Community Advisory Committee Monthly Update
10. Receive and File San Diego Regional Energy Network (SDREN) Update
11. Approve Appointment of the San Diego Community Power Alternate to the City of La Mesa Environmental Sustainability Commission

- 12. **Adopt Resolution No. 2026-01, Appointing Jeb Spengler as San Diego Community Power’s Interim Treasurer**
- 13. **Adopt Resolution No. 2026-02, Amending Teleconference Policy**
- 14. **Approve 2026 Community Advisory Committee (CAC) Work Plan**

There were no public comments on Consent Item Nos. 1-14.

Motioned by Vice Chair Yamane and seconded by Director Inzunza to approve Consent Calendar Item Nos. 1-14. 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

REGULAR AGENDA

- 18. **Adopt Resolution No. 2026-03, Authorizing Execution of an Energy Prepayment Transaction, Related Documents, and ‘Form of’ Documents Subject to Maximum Issuance Amount, Limitation on Fees, and Minimum Required Savings**

Mr. Spengler provided an overview of the proposed Energy Prepayment Transaction.

There were no public comments on Item No. 18.

After Board member comments and questions, motioned by Vice Chair Yamane and seconded by Director Inzunza to adopt Resolution No. 2026-03, approving parameters under which an energy prepayment transaction can be completed; authorizing and approving documents or “form of” documents supporting the prepay transaction; and directing California Community Choice Financing Authority (CCCFA) to make payments to service providers for issuance costs from prepay bond proceeds. 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

15. Community Clean Energy Grants Update

Ms. Burns introduced the item.

Ms. Crespo provided a Community Clean Energy Grants update and invited previous grantees Kim Rivero Frink, representing SunCoast Market Co-op, and Frida Vergara representing SanDiego350's South Bay Clean Energy Education Program, to share information about their projects.

There were no public comments on Item No. 15.

After Board member comments and questions, the Community Clean Energy Grants Update was received and filed.

16. Consider and Approve Appointment of Sorayda Santos to the Community Advisory Committee to Fill National City Vacancy

Ms. Crespo provided an overview of recommendation of appointment of Sorayda Santos to the Community Advisory Committee for the City of National City.

Ms. Santos introduced herself and thanked Community Power for the opportunity.

There were no public comments on Item No. 16.

After Board member comments and questions, motioned by Vice Chair Yamane and seconded by Director Suzuki to approve appointment of Sorayda Santos to the Community Advisory Committee (CAC) to fill a vacancy for the City of National City. 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

17. Amendment of the FY 2025-26 Operating Budget, the FY 2025-26 Capital Budget, and the FY 2026-30 Capital Investment Plan

Ms. Burns introduced the item and turned it over to Messrs. Manglicmot and Do to provide an overview of the proposed revisions to the FY 2025-26 Operating Budget, the FY 2025-26 Capital Budget, and the FY 2026-30 Capital Investment Plan.

There were no public comments on Item No. 17.

After Board member comments and questions, motioned by Director Inzunza and seconded by Director Suzuki to approve Amendment of the FY 2025-26 Operating Budget, the FY 2025-26 Capital Budget, and the FY 2026-30 Capital Investment Plan. 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

19. Adopt Resolution No. 2026-04, Authorizing Execution of the Application and Agreement for Social Security Coverage

Ms. Pugh provided an overview on the Application and Agreement for Social Security coverage for employees of the San Diego Community Power who are members of the San Diego Community Power Money Purchase Plan.

There were no public comments on Item No. 19.

Motioned by Director Suzuki and seconded by Director Fisher to adopt Resolution No. 2026-04, authorizing execution of the Application and Agreement for Social Security coverage for employees of the San Diego Community Power who are members of the San Diego Community Power Money Purchase Plan. 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

20. Adopt Resolution No. 2026-05, Amending Inclusive and Sustainable Workforce Policy, and also Updating Energy Proposal Evaluation Criteria

Ms. Burns introduced the item and turned it over to Ms. Torres to present the proposed revisions to the Inclusive and Sustainable Workforce Policy and the Energy Proposal Evaluation Criteria.

Cristina Marquez, IBEW 569; Matthew Leyba-Gonzalez and Carol Kim, SD Building and Construction Trades Council; Marco Briones, SD and Imperial Counties Labor Council; David Zepeda and Diego Espinoza, Local 1399; and Serena Pelka, Climate Action Campaign provided public comments.

After Board member questions, comments and discussion, motioned by Chair Lawson-Remer and seconded by Director Inzunza to adopt Resolution No. 2026-05 amending the Inclusive and Sustainable Workforce Policy, and also updating Energy Proposal Evaluation Criteria. Motion was amended by Director Fisher and seconded by Director San Antonio, to add the following language under Section 2. (a) (iii) of the Inclusive and Sustainable Workforce Policy:

7. Are proposed by contractors certified as disabled veteran business enterprises (“DVBE”) or businesses of Persons with Disabilities by the Supplier Clearinghouse, or certified as a small business by the California Department of General Services, or commits to including subcontracts with businesses meeting these criteria.

The amended 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

21. Update on Regulatory and Legislative Affairs

Ms. Burns introduced the item and turned it over to Messrs. Welch, Gunther, Kinports and Ms. Cissna to provide the update on Regulatory and Legislative Affairs.

There was no public comment on Item No. 21.

After Board member comments and questions, the Regulatory and Legislative Affairs update was received and filed.

CHIEF EXECUTIVE OFFICER REPORT

Ms. Burns reported on Community Power’s recent activities and events and announced that on February 17, the Coronado City Council unanimously voted to become the newest member of San Diego Community Power and that more details will be shared in the upcoming months.

DIRECTOR COMMENTS

None.

ADJOURNMENT

The meeting was adjourned at 5:43 p.m. to the next regular meeting scheduled for Thursday, March 26, 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: March 26, 2026

Recommendation

Receive and file updates 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 & Next Steps: Please refer to Item 2 of the February 2026 Board agenda packet for the most recent update on this program.

Residential Programs

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

Status: Staff continue to work with Los Angeles County (“LA County”) and the EBD coalition to prepare for the launch of the EBD DI Program. Recent updates from LA County indicate that the program is expected to launch by the end of Q1 2026. Due to the targeted nature of the program, Staff does not anticipate a large launch announcement or press event.

Staff are in the final stages of contract negotiations with community-based organizations (“CBOs”) in our Power Network to implement and support marketing, outreach, and educational (“ME&O”) activities. Staff will be meeting with EBD staff to discuss available tools and resources to initiate outreach as soon as the program is open.

Next Steps: Staff will finalize agreements with CBOs to conduct ME&O activities to implement the program in the San Diego region.

Flexible Load Programs

Smart Home Flex Pilot Project

Status: The evaluation of the Smart Home Flex pilot project is ongoing. Learnings from the evaluation will inform program design of the potential expansion of Smart Home Flex.

The Universal Communication Modules (UCMs) shipped to program participants have been successfully installed on enrolled heat pump water heaters. The UCMs allow Community Power to communicate with the water heaters and pre-heat water ahead of peak periods to avoid electricity usage during those times. Feedback from customers has been positive with no major issues encountered during the installation process. Staff will continue to work to increase the number of water heaters enrolled over the next few quarters.

Next Steps: Staff will continue the impact evaluation of thermostats in Smart Home Flex, while working to increase water heaters enrollments in collaboration with the TECH program.

EV Flex Connect Pilot Project

Status: Staff are working with their V1G software partner to implement updates to the EV Flex Connect pilot that will enable more customers to participate. On March 11, the eligible vehicle list was revised to include additional vehicle models from a variety of auto manufacturers. Customers are also now able to enroll more than one eligible vehicle per household, with an enrollment incentive of \$50 and monthly participation incentive of \$5 for each eligible vehicle.

Staff continue to collaborate with their partners on the research project funded by the California Energy Commission grant agreement EPC-25-015. This project will analyze and quantify the value of managed charging/V1G using data from EV Flex Connect.

Next Steps: Staff will continue to implement the EV Flex Connect pilot changes, share information about the updates externally, and monitor the impact on enrollment. Staff will also continue working with their partners on the EPC-25-015 research project.

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. To date, the program has received over 677 applications, 428 of which have been approved. Of the 54 contractors approved to participate in the program, 45 have submitted applications. Sixty-nine percent of applicants are market rate. Sixty-eight percent of projects are for new solar and storage systems (as compared to storage being added to existing solar systems).

In January 2026, Community Power posted an invitation via the Power Network for organizations to bid to offer a series of SBS customer workshops to build awareness of the program and the benefits of residential solar and storage, in general. Workshops will be targeted in communities of concern with the goal of increasing non-market rate applications. In February 2026, Community Power posted an invitation to support a bill impact analysis study for SBS participants.

In March 2026, staff participated in outreach events intended to target potential program participants, including events hosted by program-approved battery manufacturers and contractors. Program-approved battery manufacturers or contractors are encouraged to notify staff of any upcoming outreach opportunities; Community Power will evaluate and participate in outreach events, pending available resources.

Next Steps: In February 2026, staff reopened the contractor application period, including offering additional mandatory trainings to enable additional interested contractors to apply to become an approved contractor in the program. Community Power expects to start SBS customer workshops in Q2 2026. Staff expect to seek a vendor to support a bill impact analysis study for SBS participants.

Solar Advantage Program (previously DAC-GT)

Status and Next Steps: Please refer to [Item 4](#) of the February 2026 CAC agenda packet for the most recent update on this program.

San Diego Regional Energy Network (“SDREN”)

Status: Staff continue procurement activities required for the successful launch of SDREN programs. As of March 10, 2026, the following contract from Phase 3 has been executed with the selected vendor:

- Small-to-Medium Business Energy Coach Program
 - Vendor: Environmental Innovations
 - Contract Total: \$6,567,084 (direct implementation), \$2,016,518 (incentives)

Regarding anticipated launch for programs with executed contracts, staff is on track to launch programs beginning in Q1 2026 as described in the dedicated SDREN item included in the February 2026 BOD agenda packet.

As programs begin participant enrollment, the SDREN Advisory Committee will be key in providing advisement on program implementation activities (e.g., effective outreach and engagement strategies to connect with underserved and hard-to-reach communities across the region), serving as an advocate for SDREN (e.g., providing letters of support if/when necessary) and spreading awareness of program benefits through community and regional networks. The application period to join the SDREN Advisory Committee was closed in February 2026, and applications are currently under review.

In compliance with the CPUC Rolling Portfolio process for reviewing and approving portfolio administrators’ programs, SDREN has submitted its 2028-2035 Strategic Business Plan and 2028-2031 Portfolio Plan Application on March 16, 2026, following approved CPUC templates and guidance.

Next Steps: Staff will continue to finalize contract negotiations with the selected vendor from the Phase 3 solicitation. All contracts from Phase 1 and 2 have been executed. Staff anticipate the remaining Phase 3 contract to be executed by March 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 contract is expected to be executed with the selected vendor with amounts not exceeding the budgets stated in the solicitation:

Phase 3

- Market Access Program: \$4,597,330 (direct implementation), \$9,006,228 (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 the SDREN Advisory Committee formation and meetings, selected organizations will be notified by the end of March 2026, 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: March 26, 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, and we are currently recruiting a new Compliance and Contract Management Analyst.

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 Q2 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 position and closely monitor the market for opportunities to optimize the renewable and carbon-free portfolios. Community Power has 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 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 market prices have been on a slight decline due to mild winter temperatures in the West. Some price volatility has been observed due to uncertainty in the Middle

East and potential impacts from the conflict in Iran. Overall, markets are watching and reacting to seasonal weather changes and Middle East tensions 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: March 26, 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 February 25, 2026, Community Power is serving a cumulative total count of **968,427** active accounts.

Customers with newly established accounts or who have moved into a new service address within any and all of our member jurisdictions receive two 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.

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.

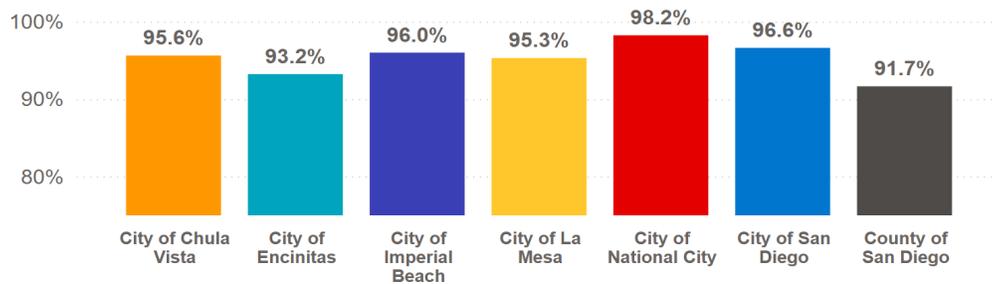
Please note that Re-Enrollment metrics are captured and displayed through January 31, 2026.

Enrolled Accounts
968,427

Participation Rate
95.5%

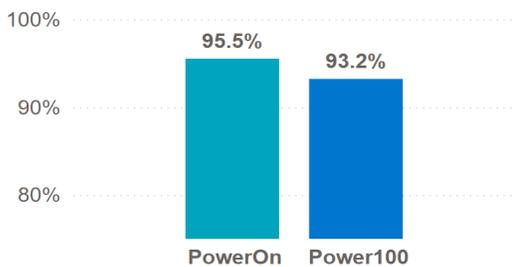
Participation

Participation by Jurisdiction

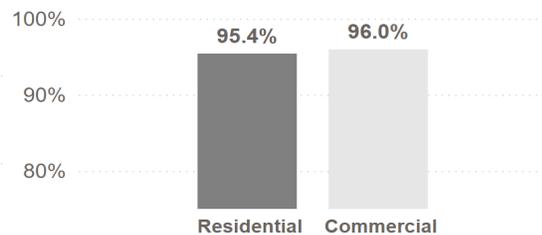


Jurisdiction	Service Option Default	Eligible Accounts	Enrolled Accounts	Participation Rate
City of Chula Vista	PowerOn	100,224	95,838	95.6%
City of Encinitas	Power100	28,960	26,999	93.2%
City of Imperial Beach	PowerOn	10,828	10,395	96.0%
City of La Mesa	PowerOn	29,648	28,255	95.3%
City of National City	PowerOn	19,698	19,351	98.2%
City of San Diego	PowerOn	633,674	612,226	96.6%
County of San Diego	PowerOn	191,332	175,363	91.7%
Total		1,014,364	968,427	95.5%

Participation by Default Service Option



Residential vs Commercial Participation

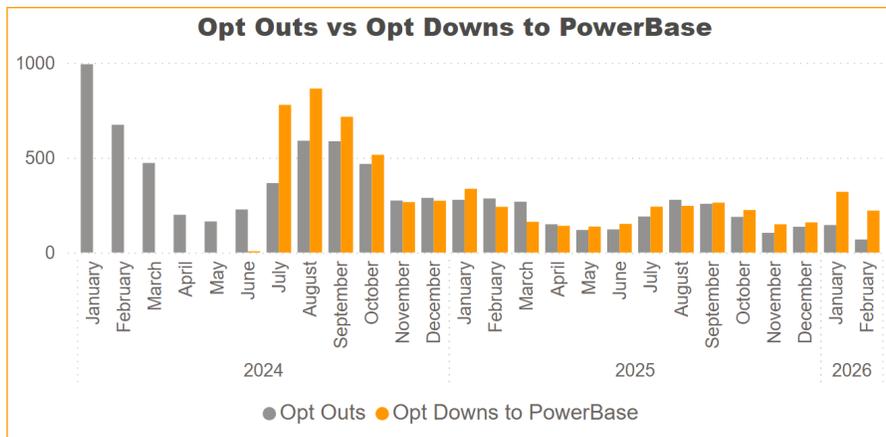


Service Option

PowerBase		PowerOn		Power100		Power100 Green+	
Enrolled	5,514	Enrolled	928,525	Enrolled	34,365	Enrolled	23
Participation	0.6%	Participation	95.9%	Participation	3.5%	Participation	0.0%

Service Option Enrollment Summary

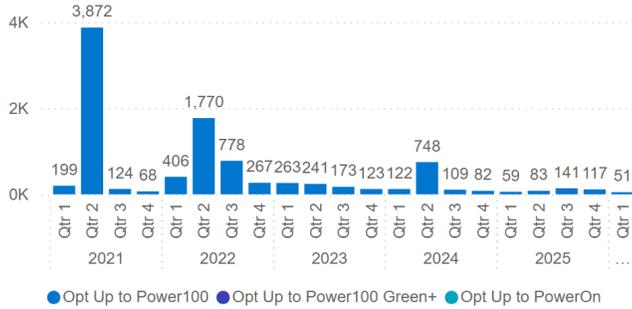
Jurisdiction	Service Option Default	Enrolled Accounts	Power Base Enrolled	Power Base %	PowerOn Enrolled	PowerOn %	Power 100 Enrolled	Power 100%	Power100 Green+ Enrolled	Power100 Green+%
City of Chula Vista	PowerOn	95,838	489	0.5%	94,435	98.5%	914	1.0%		
City of Encinitas	Power100	26,999	226	0.8%	391	1.4%	26,382	97.7%		
City of Imperial Beach	PowerOn	10,395	40	0.4%	10,272	98.8%	83	0.8%		
City of La Mesa	PowerOn	28,255	152	0.5%	27,838	98.5%	265	0.9%		
City of National City	PowerOn	19,351	67	0.3%	19,254	99.5%	30	0.2%		
City of San Diego	PowerOn	612,226	3,016	0.5%	603,303	98.5%	5,884	1.0%	23	0.0%
County of San Diego	PowerOn	175,363	1,524	0.9%	173,032	98.7%	807	0.5%		
Total		968,427	5,514	0.6%	928,525	95.9%	34,365	3.5%	23	0.0%



Opt Up History

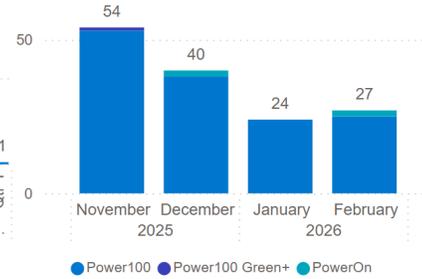
Total Opt Ups 9,796	Opt Ups Current* 8,071
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Opt Ups Quarterly



Opt Ups Monthly

Last 4 Months



Opt Ups by Jurisdiction

Jurisdiction	2021	2022	2023	2024	2025	2026 YTD	Total
City of Chula Vista	710	175	61	49	31	2	1,028
City of Encinitas	18	1	1	3	1	1	25
City of Imperial Beach	60	29	11	6	6	2	114
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	309	39	7,389
County of San Diego	4		207	627	43	7	888
Total	4,263	3,221	800	1,061	400	51	9,796

Opt Ups by Customer Class

Customer Class	2021	2022	2023	2024	2025	2026 YTD	Total
Commercial	4,256	296	232	701	159	9	5,653
Residential	7	2,925	568	360	241	42	4,143
Total	4,263	3,221	800	1,061	400	51	9,796

Opt Ups by Method

Opt Method	2021	2022	2023	2024	2025	2026 YTD	Total
CSR	4,232	1,372	301	817	213	16	6,951
IVR	4	85	84	42	29	3	247
Web	27	1,764	415	202	158	32	2,598
Total	4,263	3,221	800	1,061	400	51	9,796

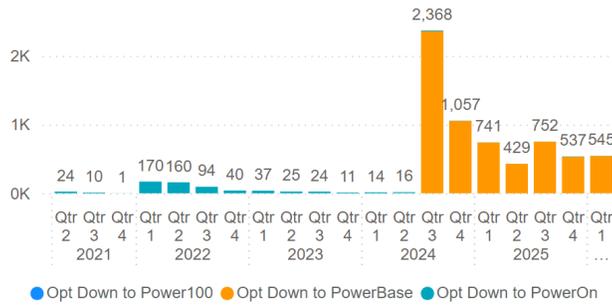
*Current indicates the account is open with SDG&E and this opt action is their latest opt action

2026 YTD as of February 23, 2026

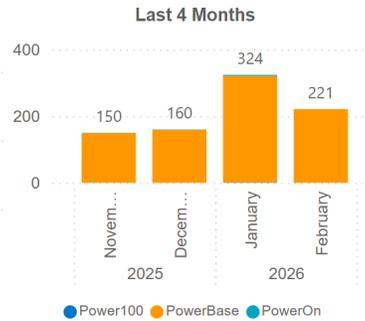
Opt Down History

Total Opt Downs 7,055	Opt Downs Current* 5,937
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Opt Downs Quarterly



Opt Downs Monthly



Opt Downs by Jurisdiction

Jurisdiction	2021	2022	2023	2024	2025	2026 YTD	Total
City of Chula Vista		2	4	287	246	35	574
City of Encinitas	35	429	74	150	109	30	827
City of Imperial Beach		1		31	18	4	54
City of La Mesa		4		106	66	17	193
City of National City				36	39	6	81
City of San Diego		28	13	1,793	1,390	359	3,583
County of San Diego			6	1,052	591	94	1,743
Total	35	464	97	3,455	2,459	545	7,055

Opt Downs by Customer Class

Customer Class	2021	2022	2023	2024	2025	2026 YTD	Total
Commercial	34	23	9	508	171	10	755
Residential	1	441	88	2,947	2,288	535	6,300
Total	35	464	97	3,455	2,459	545	7,055

Opt Downs by Method

Opt Method	2021	2022	2023	2024	2025	2026 YTD	Total
CSR	31	311	65	2,562	1,531	247	4,747
IVR	4	26	3	309	274	51	667
Web		127	29	584	654	247	1,641
Total	35	464	97	3,455	2,459	545	7,055

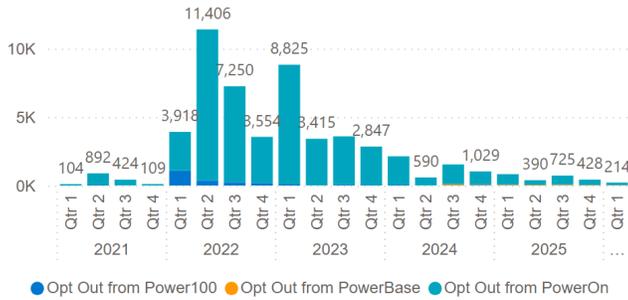
*Current indicates the account is open with SDG&E and this opt action is their latest opt action

2026 YTD as of February 23, 2026

Opt Out History

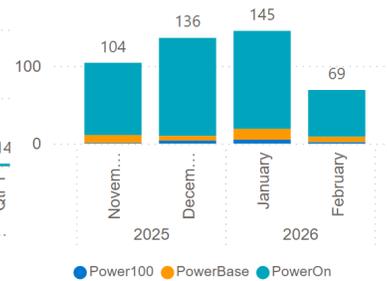
Total Opt Outs	Opt Outs Current*
54,222	44,637

Opt Outs Quarterly



Opt Outs Monthly

Last 4 Months



Opt Outs by Jurisdiction

Jurisdiction	2021	2022	2023	2024	2025	2026 YTD	Total
City of Chula Vista	267	3,466	747	411	200	16	5,107
City of Encinitas	66	1,869	230	118	56	7	2,346
City of Imperial Beach	32	343	99	60	17	5	556
City of La Mesa	84	1,269	235	128	59	5	1,780
City of National City			285	75	33	2	395
City of San Diego	1,078	19,180	3,185	1,836	1,065	110	26,454
County of San Diego	2	1	13,899	2,669	944	69	17,584
Total	1,529	26,128	18,680	5,297	2,374	214	54,222

Opt Outs by Customer Class

Customer Class	2021	2022	2023	2024	2025	2026 YTD	Total
Commercial	1,492	535	1,684	344	141	14	4,210
Residential	37	25,593	16,996	4,953	2,233	200	50,012
Total	1,529	26,128	18,680	5,297	2,374	214	54,222

Opt Outs by Method

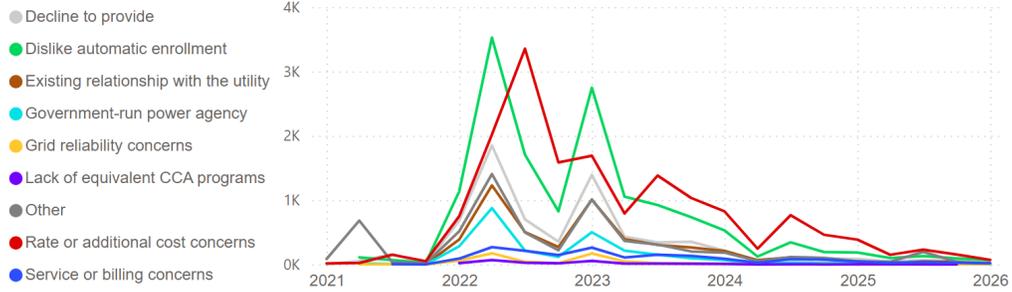
Opt Method	2021	2022	2023	2024	2025	2026 YTD	Total
CSR	1,104	6,963	4,706	1,653	703	80	15,209
IVR	102	4,885	3,788	1,284	445	32	10,536
Web	323	14,280	10,186	2,360	1,226	102	28,477
Total	1,529	26,128	18,680	5,297	2,374	214	54,222

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

2026 YTD as of February 23, 2026

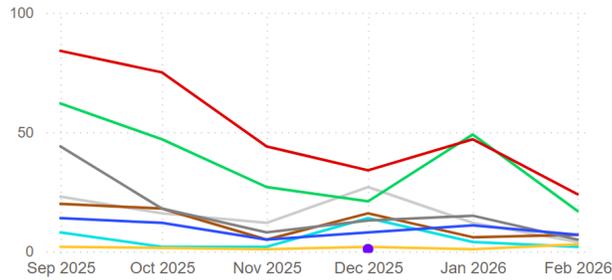
Opt Out Reason Summary

Opt Outs by Reason Quarterly



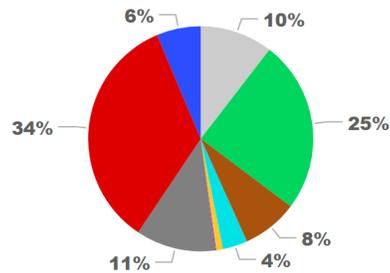
Opt Outs by Reason Monthly

Last 6 Calendar Months



Opt Out Reason Distribution

Last 6 Calendar Months



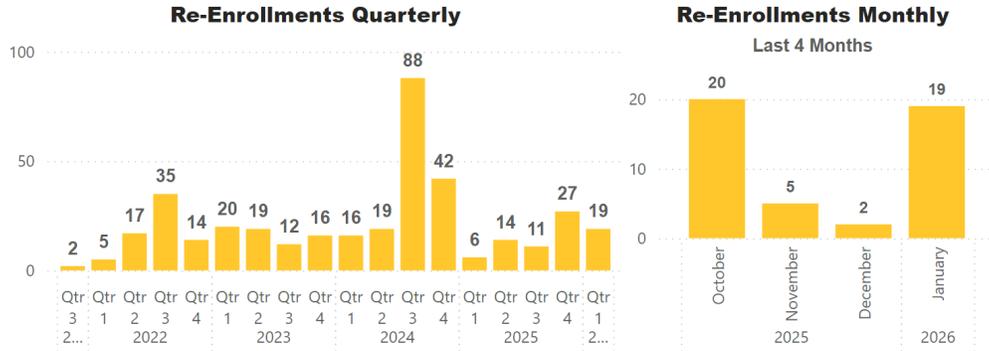
Opt Outs by Reason Table

Opt Out Reason	2021	2022	2023	2024	2025	2026 YTD	Total
Decline to provide	228	3,581	2,518	465	256	16	7,064
Dislike automatic enrollment	203	7,187	5,458	1,188	511	66	14,613
Existing relationship with the utility	2	2,388	1,968	462	153	13	4,986
Government-run power agency	24	1,489	960	129	66	6	2,674
Grid reliability concerns	7	293	252	20	7	4	583
Lack of equivalent CCA programs		131	90	12	6		239
Other	819	2,636	1,883	453	325	20	6,136
Rate or additional cost concerns	240	7,705	4,897	2,296	918	71	16,127
Service or billing concerns	6	718	654	272	132	18	1,800
Total	1,529	26,128	18,680	5,297	2,374	214	54,222

2026 YTD as of February 23, 2026

Re-Enrollment Requests

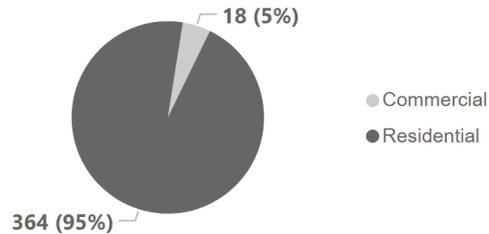
Excludes closed accounts



Re-Enrollments by Jurisdiction

Jurisdiction	Accounts
City of Chula Vista	24
City of Encinitas	35
City of Imperial Beach	5
City of La Mesa	8
City of National City	1
City of San Diego	228
County of San Diego	81
Total	382

Re-Enrollments Residential vs Commercial



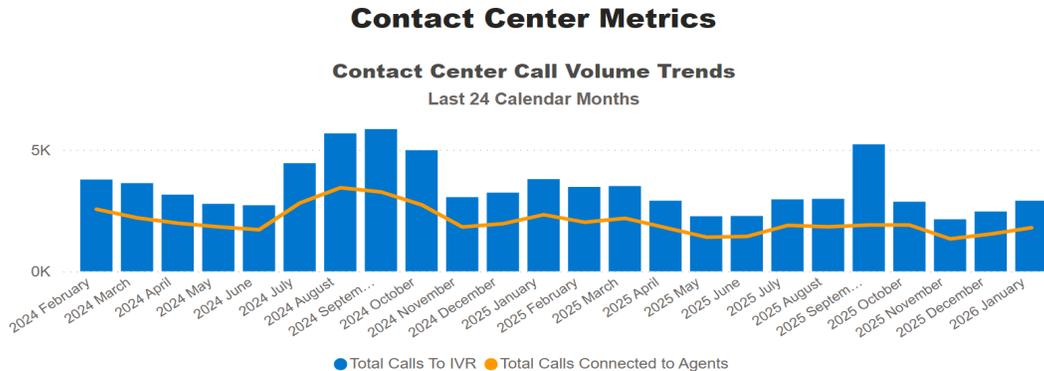
2026 YTD through the end of January, 2026

In September 2025, Community Power implemented an option for customers to identify their reason for re-enrollment at the time they submit their request to re-enroll. Following the Solar Battery Savings Program re-launch in 2025, about 57% of customers re-enrolled in Q4 2025 to join the program, while roughly 25% did so for lower rates.

C) Contact Center Metrics

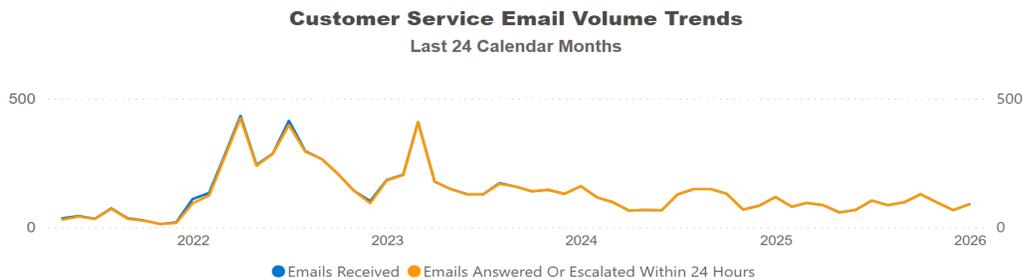
As expected, calls to our Contact Center have decreased following the warm summer months that resulted in higher electric bills and have remained steady in the winter months.

The chart below summarizes contact made by customers into the Contact Center broken down by month. Contact Center Metrics are captured and displayed through January 31, 2026.



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

	2021	2022	2023	2024	2025	2026 YTD	Total
Total Calls to IVR	2,289	47,118	52,977	48,073	36,829	2,903	190,189
Total Calls Connected to Agents	1,401	30,174	34,173	29,332	21,556	1,790	118,426
Avg Seconds to Answer	20.00	11.50	6.75	18.08	9.33	8.00	12.69
Avg Call Duration (Minutes)	8.5	9.8	9.6	9.6	9.0	8.4	9.3
Calls Answered Within 60 Seconds (75% SLA)	96.23%	95.50%	97.57%	91.74%	95.85%	96.55%	95.35%
Abandon Rate	0.57%	0.36%	0.19%	0.72%	0.43%	0.28%	0.44%



Customer Service Emails

	2021	2022	2023	2024	2025	2026 YTD	Total
Emails Received	272	2,894	2,116	1,271	1,170	89	7,812
Emails Answered or Escalated Within 24 Hours	257	2,821	2,107	1,270	1,170	89	7,714
Completion%	94%	96%	100%	100%	100%	100%	98%

2026 YTD through the end of January, 2026

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 the majority 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 has 11 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: March 26, 2026

Recommendation

Receive and file an update on IT and Data Analytics.

Background

Community Power continues to invest in a robust in-house IT and Data Analytics team to support efficient, secure, and scalable operations across the organization. Recent efforts have focused on delivering high-impact technology initiatives that streamline business processes, modernize core operations, and enhance decision-making, all while emphasizing low-cost, sustainable solutions. The IT and Data Analytics teams have continued to strengthen Community Power's cybersecurity defenses to safeguard critical systems and data and to bolster the organization's long-term operational resilience.

Analysis and Discussion

Information Technology

The transition from December 2025 to the first quarter of 2026 continues to underscore exceptionally strong, sustained performance within the IT support function. After closing Q4 2025 with approximately 800 resolved tickets and a resolution rate exceeding 90%, the team not only maintained momentum but accelerated operational throughput into the new year.

By January, ticket volume increased to 922, representing a 15% month-over-month gain, and continued to rise steadily throughout the quarter. As of March 10, total resolved tickets reached 1,039, reflecting an overall ~30% increase in resolved volume compared to the end of Q4 2025.

Notably, this growth has been achieved without sacrificing service quality or responsiveness. The team's ability to handle a nearly 30% increase in workload while maintaining resolution efficiency demonstrates strong queue discipline, operational maturity, and effective workload management. This ongoing performance provides a solid foundation for refining internal Service Level Agreements (SLAs) and Key Performance Indicators (KPIs), ensuring service expectations remain aligned with proven capabilities, continued growth, and evolving organizational needs. Beyond core IT operations and service management, the team is actively supporting multiple strategic, enterprise-level initiatives, including Customer Relationship Management (CRM), Enterprise Data Platform (EDP), Enterprise Resource Planning (ERP), and San Diego Regional Energy Network (SDREN). Through these efforts, IT helps design and implement secure, scalable infrastructure and consistent service frameworks, making sure project solutions meet organizational standards. This approach enhances consistency across the project portfolio, strengthens security posture, and improves the transition from project delivery into ongoing IT service management.

Cybersecurity

During Q1, Cybersecurity completed its annual endpoint and physical security audit in coordination with Information Technology. This effort strengthened asset visibility to support hybrid infrastructure operations and centralized incident response. The review also streamlined endpoint security tooling, improving operational efficiency while maintaining security controls.

This activity reflects ongoing risk management and continuous improvement practices aligned with public-sector cybersecurity standards.

Data Governance

During planning week, the IT and Data teams introduced collaborative documentation to support ongoing data governance initiatives.

Data Analytics

Enterprise Data Platform (EDP)

After completing Phase 1, the team worked with other internal departments and stakeholders to gain access to data and reports. Meetings were held across the organization to identify

priorities for EDP Phase 2 development and to ensure alignment on the roadmap and timelines. This collaborative effort is key to establishing a shared understanding of the scope and schedule for each release. The EDP managed services team has been successfully onboarded and is now handling incoming requests.

Data Governance

During planning week, the IT and Data teams introduced collaborative documentation to support ongoing data governance initiatives.

Geospatial Data

The team has been working with the GIS vendor to exchange knowledge and build in-house skills. They will also collaborate on projects related to upcoming programs. Additionally, the team is developing a strategy to integrate various geospatial data into the Enterprise Data Platform and expand the organization's maps and reports.

Business Intelligence (BI)

In February, the team managed five major data requests and supported various ad hoc inquiries. Additionally, new reports and workspaces were provided for the Power Services team. Several initial report designs have been completed and are now awaiting user feedback.

Fiscal Impact

N/A

Attachments

N/A





SAN DIEGO COMMUNITY POWER

Staff Report – Item 6

To: Board of Directors

From: Chandra Pugh, Sr. Director of People Operations and Administration

Via: Karin Burns, Chief Executive Officer

Subject: Update on Human Resources

Date: March 26, 2026

Recommendation

Receive and file the update on human resources.

Background

Staff provide regular monthly updates to the Board of Directors on Community Power's human resources initiatives.

During this reporting period, the People Operations and Administration function advanced critical compliance, safety, workforce, and administrative initiatives. Key accomplishments include completion of safety and threat assessment activities, performance compensation cycle milestones, payroll processing configurations, promotion committee activities, and multiple onboarding and recruiting deliverables.

Several initiatives remain ongoing to support organizational operations and employee experience including records retention and governance, leaves administration product demonstrations and quarterly wage filings.

We are excited to welcome Michelle Phillips to the Community Power team as our new Senior Financial Analyst supporting the SDREN program. Michelle will play a key role in strengthening our financial operations, supporting SDREN invoicing, budget tracking, and partnering with SDREN program leads to drive accuracy, visibility, and strategic financial support. Michelle holds a B.A. in Environmental Studies from UC Santa Barbara and earned her PMP certification in 2024.

We also welcome Brandon Lewis to the Marketing and Communications team as a Communications Associate, where he will support our strategic communications, media relations and storytelling work across the region. Brandon brings a strong mix of public sector communications and journalism experience. Brandon obtained his Bachelor of Journalism -

University of Missouri-Columbia and most recently worked as a consultant supporting cities and public agencies on communications strategy, media relations and crisis communications. Prior to his work as a consultant, Brandon spent nearly a decade as an Emmy Award-winning journalist with CBS News and the national VERIFY team. Bachelor of Journalism - University of Missouri-Columbia.

Current Open Positions:

Chief Financial Officer
Compliance and Contract Management Analyst
Digital Support Specialist
Information Systems Manager
IT Systems Analyst
Procurement Analyst
Policy Intern
Public Affairs Intern
HR Intern

Key Upcoming Dates:

- CALCCA Board Meeting: March 13, 2026
- Active Assailant Drill: April 29, 2026
- Wellness Challenge Launch: April 2026

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: March 26, 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

Jackie Robinson YMCA Resource Fair
City Heights Health Fair
Asian Business Association's Lunar New Year Celebration
Chula Vista Community Collaborative
NOIP San Diego
National City Collaborative
Cause San Diego

Little Saigon Lunar New Year Festival
Green Schools Conference
North Park Farmers Market
Language Academy PTSA STEAM Night
National City Chamber of Commerce
La Mesa Environmental Sustainability Commission
Small Business Expo
Los Altos Elementary Multicultural Festival
North San Diego Business Chamber San Diego Women's Week
San Diego State University Business of Being Green Sustainability Panel
Doing Business for Good Summit
La Mesa Home Energy Fair
Generation STEAM San Diego Festival of Science and Engineering
San Diego 350 Youth4Climate Summit

Marketing, Communications and Outreach

Community Power has been featured in several news stories over the past month about earning an investment grade credit rating, its new workforce policy, its distinguished budget presentation award and the City of Coronado's vote to begin the process to join the agency.

The Public Affairs team has been working on campaigns to help customers save money and electricity before heading into warmer months.

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 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.

The agency has been in contact with the City of Coronado following its vote to begin the process of joining Community Power.

Fiscal Impact

N/A

Attachments

N/A



SAN DIEGO COMMUNITY POWER Staff Report – Item 8

To: Board of Directors

From: Jeb Spengler, Senior Strategic Finance Manager/Interim Treasurer

Via: Karin Burns, Chief Executive Officer

Subject: Treasurer’s Report for Six-Month Period Ending December 31, 2025

Date: March 26 ,2026

Recommendation

Receive and File Treasurer’s Report for Six-Month Period Ending December 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 six-month period ending December 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 December 31, 2025, the investment portfolio was compliant with Community Power’s 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.

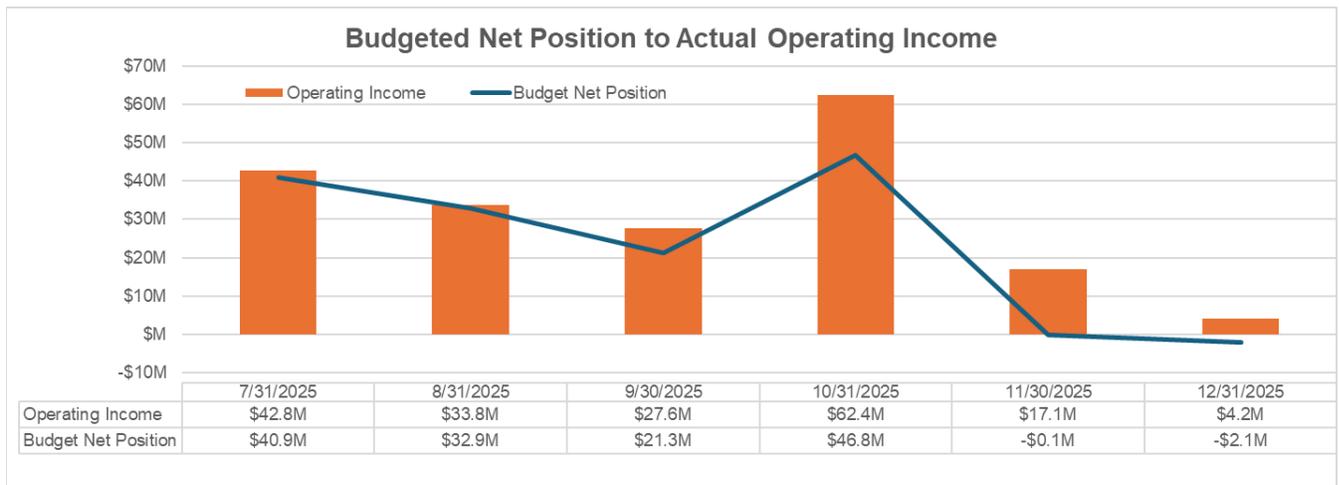
On February 26, 2026, Community Power’s Board of Directors (Board) approved the Amended Fiscal Year 2025-26 Operating Budget, which serves as the basis for comparison in this report.

Analysis and Discussion:

Actual financial results for the period ending December 31, 2025: \$762.9 million in net operating revenues were reported compared to \$767.9 million budgeted for the period. Community Power's change in net position of \$176.5 million was reported year-to-date for Fiscal Year 2025-26. The following is a summary of the actual results through December 31, 2025, compared to the Fiscal Year 2025-26 Amended Budget:

- Operating revenues are \$5.0 million, or 0.65% under budget primarily due to cooler temperatures driving lower energy sales.
- Cost of energy is \$49.9 million, or 8.0% under budget, primarily due to lower energy costs resulting from lower Net CAISO and REC costs.
- Professional Services and Consultants: \$3.4 million below budget due to lower-than-expected utilization of outside professional services.
- Personnel Costs: \$1.5 million under budget, driven by vacancies and accrued vacation.
- Non-Operating Revenues and Expenses:
 - Total investment income of \$8.2 million. Investment income is not currently budgeted and is reflected in financial statements as realized.
 - \$942.3 thousand in year-to-date interest and related expenses versus \$946.0 thousand budgeted, in line with expectations.

The chart below shows the Budgeted Net Position as compared to actual operating income through the first six months of FY26:

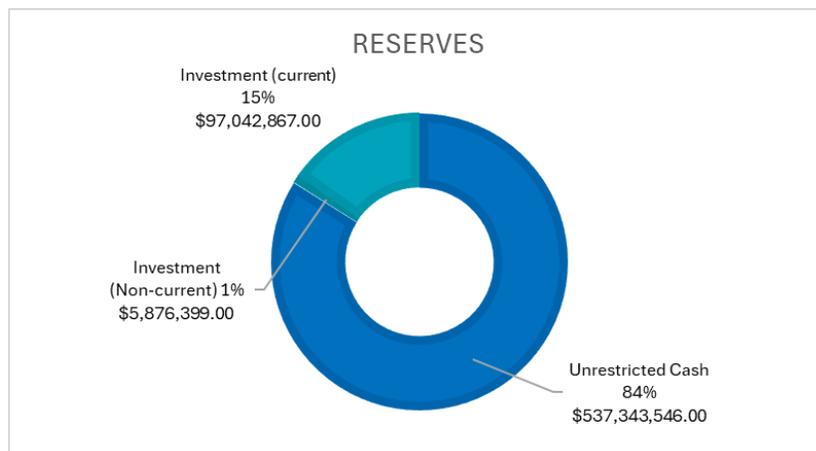
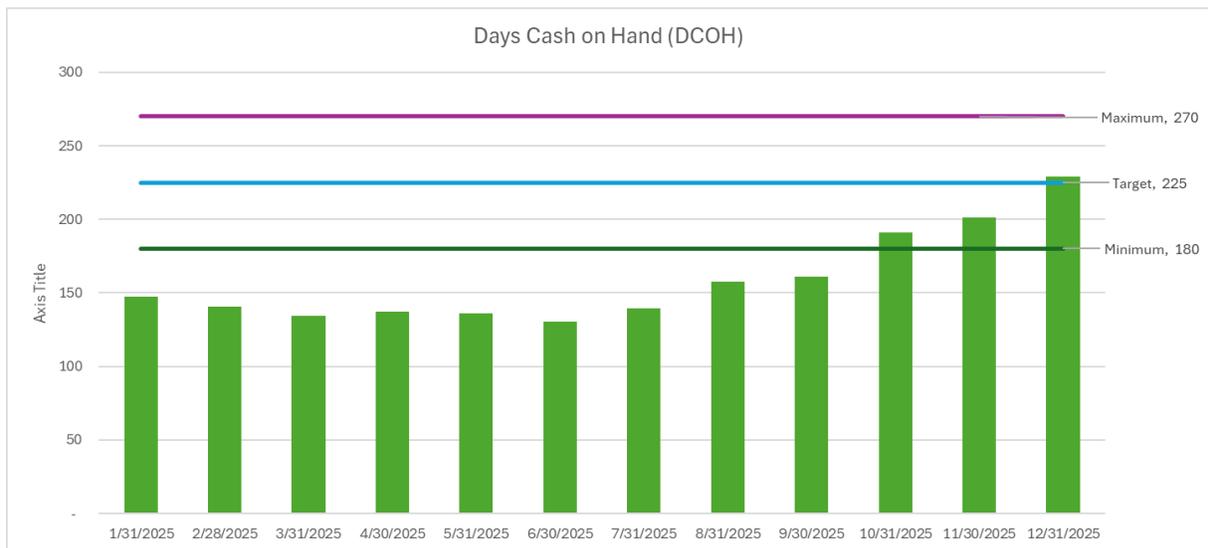


Financial Reserves:

Under Resolution 2025-23, Community Power’s revised Financial Reserves Policy establishes a minimum reserve requirement of 180 days cash on hand and a 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.

Community Power reserves at the end of the period totaled \$640.3 million, or 229 days cash on hand, including \$537.3 million in unrestricted cash and \$102.9 million in investment holdings. Total available liquidity (including unrestricted cash, investment holdings, and available lines of credit) was \$867.8 million.

Presented below are charts showing Community Power’s rolling 12-month financial reserves relative to Reserve Policy thresholds, along with the composition of reserves between unrestricted cash and investments.



Presented below are the Budget to Actual results for the six months ended December 31, 2025.

**SAN DIEGO COMMUNITY POWER
OPERATING FUND
BUDGETARY COMPARISON SCHEDULE
Six Months Ended December 31, 2025**

	<u>Year-to-Date</u>				<u>Annual</u>	
	<u>Budget</u>	<u>Actual</u>	<u>Budget Variance (Under) Over</u>	<u>Actual/ Budget %</u>	<u>Budget</u>	<u>Budget Remaining</u>
REVENUES AND OTHER SOURCES						
Gross Ratepayer Revenues	781,665,000	\$ 772,154,924	(9,510,076)	99%	1,220,987,000	\$ 448,832,076
Less: Uncollectible Customer Accounts	(13,679,000)	(11,582,324)	2,096,676	85%	(21,367,000)	(9,784,676)
Other Income	-	2,392,069	2,392,069	na	-	(2,392,069)
Total Revenues and Other Sources	<u>767,986,000</u>	<u>762,964,670</u>	<u>(5,021,330)</u>		<u>1,199,620,000</u>	<u>436,655,330</u>
OPERATING EXPENSES						
Cost of Energy	600,327,000	550,429,217	(49,897,783)	92%	956,691,000	406,261,783
Professional Services and Consultants	12,357,000	8,965,044	(3,391,956)	73%	24,713,000	15,747,956
Personnel Costs	10,604,000	9,048,741	(1,555,259)	85%	21,209,000	12,160,259
Marketing and Outreach	1,232,000	1,144,470	(87,530)	93%	2,464,000	1,319,530
General & Administrative	2,933,000	1,973,043	(959,957)	67%	5,867,000	3,893,957
Total Operating Expenses	<u>627,453,000</u>	<u>571,560,516</u>	<u>(55,892,484)</u>		<u>1,010,944,000</u>	<u>439,383,484</u>
Operating Income (Loss)	<u>140,533,000</u>	<u>191,404,154</u>	<u>50,871,154</u>		<u>188,676,000</u>	<u>(2,728,154)</u>
NON-OPERATING REVENUES (EXPENSES)						
Investment Income	-	8,205,810	8,205,810	na	-	(8,205,810)
Interest and Related Expenses	(946,000)	(942,307)	3,693	100%	(1,893,000)	(950,693)
Transfer to Capital Investment Program	(22,170,000)	(22,170,000)	-	100%	(22,170,000)	-
Total Non-Operating Revenues (Expenses)	<u>(23,116,000)</u>	<u>(14,906,496)</u>	<u>8,209,504</u>		<u>(24,063,000)</u>	<u>(9,156,504)</u>
NET CHANGE	<u>\$ 117,417,000</u>	<u>\$ 176,497,658</u>	<u>\$ 59,080,658</u>		<u>\$ 164,613,000</u>	<u>\$ (11,884,658)</u>

Investment Portfolio Report

Chandler Asset Management manages Community Power’s investment portfolio. As of December 31, 2025, the market value of the portfolio was \$104.6 million and in compliance with Community Power’s Investment Policy. Presented below is a summary of the investment portfolio’s overall characteristics.

PORTFOLIO SUMMARY



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

Portfolio Characteristics

Average Modified Duration	2.55
Average Coupon	3.93%
Average Purchase YTM	4.16%
Average Market YTM	3.77%
Average Credit Quality*	AA
Average Final Maturity	3.03
Average Life	2.78

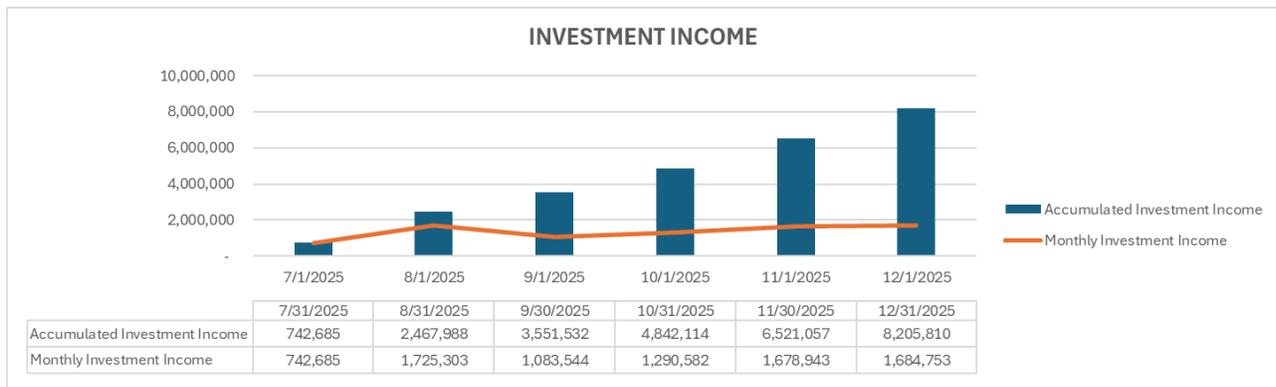
Account Summary

	End Values as of 11/30/2025	End Values as of 12/31/2025
Market Value	103,538,733.20	103,715,462.89
Accrued Interest	826,987.02	874,750.54
Total Market Value	104,365,720.22	104,590,213.43
Income Earned	271,462.34	450,099.71
Cont/W/D	0.00	0.00
Par	103,181,995.69	103,534,913.78
Book Value	102,506,767.01	102,814,800.84
Cost Value	102,373,284.29	102,662,251.15

Top Issuers

United States	50.71%
FHLMC	10.19%
Chase Issuance Trust	1.68%
Guardian Life Global Funding	1.45%
The Home Depot, Inc.	1.40%
Deere & Company	1.39%
WF Card Issuance Trust	1.22%
PACCAR Inc	1.06%

The chart below presents monthly and year-to-date investment income for the first six months of FY 2026.



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

To ensure transparency and comply with Community Power’s Non-Energy Procurement Policy, listed below are contracts or amendments with not-to-exceed values between \$50,000 and \$150,000 that were executed under the CEO’s authority for the month of February 2026.

- No contracts or amendments within the \$50,000 to \$150,000 range were executed since the prior Board of Directors meeting on February 26, 2026.

Capital Investment Program Fund

The FY 2026-30 Capital Investment Plan (CIP) contains all the individual capital projects, major equipment purchases, and major programs for the agency that are intended to span multiple years and that are considered one-time projects rather than recurring projects.

The first year of the FY 2026-30 CIP is Community Power’s capital budget shown in the Budgetary Comparison Schedule. Unspent funds are kept within the CIP and carried forward to the subsequent fiscal year. The CIP includes funding for local development feasibility studies, customer program pilot projects, member agency grants, community grants, a customer education platform, and other community-focused areas.

CAPITAL INVESTMENT PROGRAM FUND BUDGETARY COMPARISON SCHEDULE Six Months Ended December 31, 2025

	<u>Annual Budget</u>	<u>YTD Actual</u>	<u>Budget Remaining</u>
REVENUES AND OTHER SOURCES			
Transfer in from Operating Fund	\$ 22,170,000	\$ 22,170,000	\$ -
Grant Revenue - SDREN	31,868,547	1,763,040	(30,105,507)
Grant Revenue - DAC	589,822		(589,822)
Total Revenue and Other Sources	<u>54,628,369</u>	<u>23,933,040</u>	<u>(30,695,329)</u>
EXPENDITURES AND OTHER USES			
Program Expenditures	<u>54,628,369</u>	<u>4,498,676</u>	<u>\$ (50,129,693)</u>
Net increase (decrease) in fund balance	<u>\$ -</u>	19,434,364	
Fund balance at beginning of period		<u>10,340,567</u>	
Fund balance at end of period		<u>\$ 29,774,931</u>	

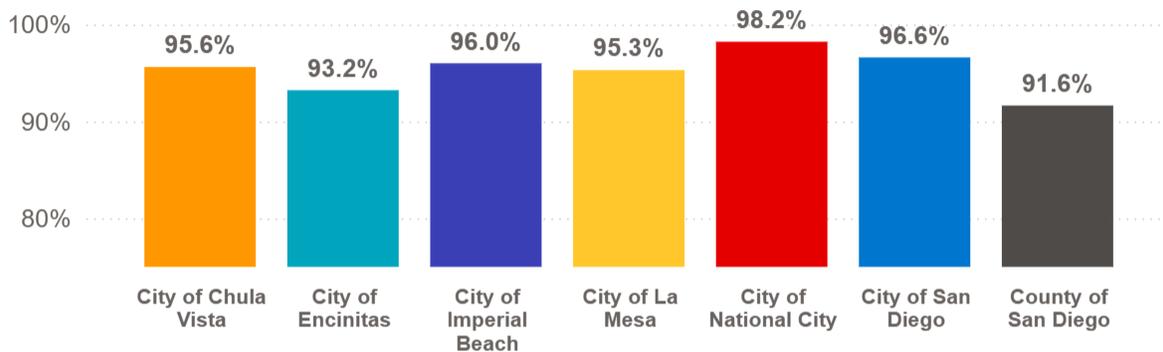
Customer Participation Rates

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.

Presented below are the customer participation rates by jurisdiction as of February 2, 2026.

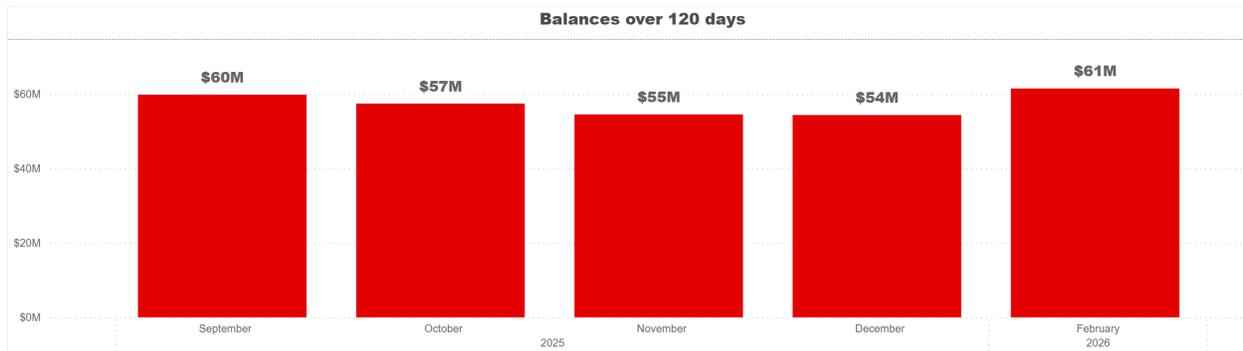
Enrolled Accounts	Participation Rate	Participation
967,927	95.5%	

Participation by Jurisdiction

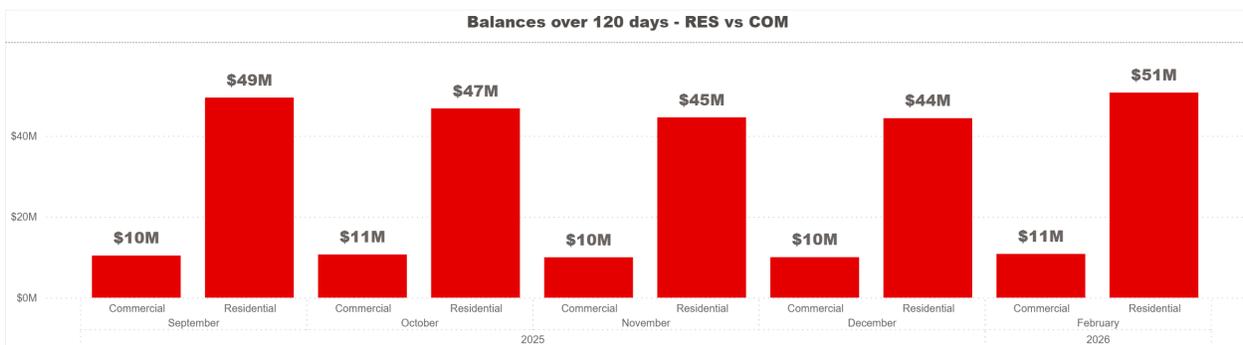


Jurisdiction	Service Option Default	Eligible Accounts	Enrolled Accounts	Participation Rate
City of Chula Vista	PowerOn	100,202	95,817	95.6%
City of Encinitas	Power100	28,945	26,985	93.2%
City of Imperial Beach	PowerOn	10,821	10,389	96.0%
City of La Mesa	PowerOn	29,630	28,238	95.3%
City of National City	PowerOn	19,681	19,333	98.2%
City of San Diego	PowerOn	633,315	611,854	96.6%
County of San Diego	PowerOn	191,287	175,311	91.6%
Total		1,013,881	967,927	95.5%

Presented below is the state of Community Power arrearages. The below arrearage data includes Community Power's receivables aged 120+ days as of February 2, 2026.



Presented below is a breakout of Community Power's arrearages data by residential and commercial customer class as of February 2, 2026.



Fiscal Impact

N/A

Committee Review

This item was presented and received and filed at the Finance and Risk Management Committee meeting of March 19, 2026.

Attachments

- A: FY 2026 Year-to-Date Period Ended December 31, 2025, Financial Statements
- B: Quarterly Investment Report for Period Ending December 31, 2025

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 December 31, 2025, and the related statement of revenues, expenses, and changes in net position, and the statement of cash flows for the six 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
February 12, 2026

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

ASSETS

Current assets	
Cash and cash equivalents - unrestricted	\$ 537,343,546
Cash and cash equivalents - restricted	33,257,761
Accounts receivable, net of allowance	102,546,464
Accrued revenue	57,193,665
Prepaid expenses	3,151,512
Other receivables	4,725,352
Deposits	8,247,633
Investments	5,876,399
Total current assets	<u>752,342,332</u>
Noncurrent assets	
Cash and cash equivalents - restricted	14,116,978
Investments	97,042,867
Capital assets, net of depreciation and amortization	819,868
Total noncurrent assets	<u>111,979,713</u>
Total assets	<u>864,322,045</u>

LIABILITIES

Current liabilities	
Accrued cost of electricity	115,085,873
Accounts payable	3,070,866
Other accrued liabilities	2,675,465
State surcharges payable	592,013
Deposits - energy suppliers	666,068
Bank note payable	19,000,000
Lease liability	896,302
Advances from grantors	46,227,739
Total current liabilities	<u>188,214,326</u>
Noncurrent liabilities	
Lease liability	143,074
Deposits - energy suppliers	3,867,810
Total noncurrent liabilities	<u>4,010,884</u>
Total liabilities	<u>192,225,210</u>

NET POSITION

Restricted for security collateral	1,147,000
Unrestricted	670,949,835
Total net position	<u>\$ 672,096,835</u>

**SAN DIEGO COMMUNITY POWER
STATEMENT OF REVENUES, EXPENSES
AND CHANGES IN NET POSITION
Six Months Ended December 31, 2025**

OPERATING REVENUES	
Electricity sales, net	\$ 760,572,600
Grant revenue	1,763,040
Liquidated damages revenue	2,348,023
Other income	44,046
Total operating revenues	<u>764,727,709</u>
OPERATING EXPENSES	
Cost of electricity	550,429,217
Contract services	10,211,051
Staff compensation	9,996,502
Other operating expenses	5,830,285
Depreciation and amortization	497,674
Total operating expenses	<u>576,964,729</u>
Operating income	<u>187,762,980</u>
NON-OPERATING REVENUES (EXPENSES)	
Investment income	8,205,810
Interest expense	(104,119)
Nonoperating revenues (expenses), net	<u>8,101,691</u>
CHANGE IN NET POSITION	195,864,671
Net position at beginning of year	<u>476,232,164</u>
Net position at end of year	<u><u>\$ 672,096,835</u></u>

SAN DIEGO COMMUNITY POWER
STATEMENT OF CASH FLOWS
Six Months Ended December 31, 2025

CASH FLOWS FROM OPERATING ACTIVITIES	
Receipts from customers	\$ 790,857,459
Receipts from grantors	22,735,064
Receipts of supplier security deposits	21,855,240
Receipts from wholesale sales and other operating activities	7,292,043
Payments to suppliers for electricity	(538,463,279)
Payments for other goods and services	(17,079,910)
Payments for deposits and collateral	(5,048,014)
Payments for staff compensation	(10,042,496)
Payments of state surcharges	(1,198,539)
Net cash provided by operating activities	<u>270,907,568</u>
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES	
Proceeds from bank note	<u>19,000,000</u>
Net cash provided (used) by noncapital financing activities	<u>19,000,000</u>
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES	
Lease payments	<u>(467,892)</u>
Net cash used by capital and related financing activities	<u>(467,892)</u>
CASH FLOWS FROM INVESTING ACTIVITIES	
Investment income received	7,583,483
Proceeds from investment sales and maturities of investments	1,879,351
Purchase of investments	<u>(33,358,471)</u>
Net cash provided (used) by investing activities	<u>(23,895,637)</u>
Net change in cash and cash equivalent	265,544,039
Cash and cash equivalents at beginning of year	319,174,246
Cash and cash equivalents at end of year	<u>\$ 584,718,285</u>
Reconciliation to the Statement of Net Position	
Unrestricted cash and cash equivalents - current	\$ 537,343,546
Restricted cash and cash equivalents - current	33,257,761
Restricted cash and cash equivalents - noncurrent	14,116,978
Cash and cash equivalents	<u>\$ 584,718,285</u>
NONCASH INVESTING ACTIVITIES	
Change in fair value of investments	\$ 377,506
Change in interest income receivable	\$ 244,821

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

RECONCILIATION OF OPERATING INCOME TO NET CASH PROVIDED BY OPERATING ACTIVITIES

Operating income	\$ 187,762,980
Adjustments to reconcile operating income to net cash provided by operating activities	
Depreciation and amortization expense	497,674
(Increase) decrease in:	
Accounts receivable, net	13,480,759
Accrued revenue	15,548,694
Prepaid expenses	20,650,623
Other receivables	(380,540)
Deposits	2,846,578
Increase (decrease) in:	
Accrued cost of electricity	12,883,707
Accounts payable	(740,106)
Advances from grantors	20,972,025
Other accrued liabilities	466,610
State surcharges payable	56,867
Deposits - energy suppliers	(3,138,303)
Net cash provided by operating activities	<u>\$ 270,907,568</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 six months ended December 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
February 12, 2026

**SAN DIEGO COMMUNITY POWER
OPERATING FUND
BUDGETARY COMPARISON SCHEDULE
Six Months Ended December 31, 2025**

	<u>Year-to-Date</u>				<u>Annual</u>	
	<u>Budget</u>	<u>Actual</u>	<u>Budget Variance (Under) Over</u>	<u>Actual/ Budget %</u>	<u>Budget</u>	<u>Budget Remaining</u>
REVENUES AND OTHER SOURCES						
Gross Ratepayer Revenues	781,665,000	\$ 772,154,924	(9,510,076)	99%	1,220,987,000	\$ 448,832,076
Less: Uncollectible Customer Accounts	(13,679,000)	(11,582,324)	2,096,676	85%	(21,367,000)	(9,784,676)
Other Income	-	2,392,069	2,392,069	na	-	(2,392,069)
Total Revenues and Other Sources	<u>767,986,000</u>	<u>762,964,670</u>	<u>(5,021,330)</u>		<u>1,199,620,000</u>	<u>436,655,330</u>
OPERATING EXPENSES						
Cost of Energy	600,327,000	550,429,217	(49,897,783)	92%	956,691,000	406,261,783
Professional Services and Consultants	12,357,000	8,965,044	(3,391,956)	73%	24,713,000	15,747,956
Personnel Costs	10,604,000	9,048,741	(1,555,259)	85%	21,209,000	12,160,259
Marketing and Outreach	1,232,000	1,144,470	(87,530)	93%	2,464,000	1,319,530
General & Administrative	2,933,000	1,973,043	(959,957)	67%	5,867,000	3,893,957
Total Operating Expenses	<u>627,453,000</u>	<u>571,560,516</u>	<u>(55,892,484)</u>		<u>1,010,944,000</u>	<u>439,383,484</u>
Operating Income (Loss)	<u>140,533,000</u>	<u>191,404,154</u>	<u>50,871,154</u>		<u>188,676,000</u>	<u>(2,728,154)</u>
NON-OPERATING REVENUES (EXPENSES)						
Investment Income	-	8,205,810	8,205,810	na	-	(8,205,810)
Interest and Related Expenses	(946,000)	(942,307)	3,693	100%	(1,893,000)	(950,693)
Transfer to Capital Investment Program	(22,170,000)	(22,170,000)	-	100%	(22,170,000)	-
Total Non-Operating Revenues (Expenses)	<u>(23,116,000)</u>	<u>(14,906,496)</u>	<u>8,209,504</u>		<u>(24,063,000)</u>	<u>(9,156,504)</u>
NET CHANGE	<u>\$ 117,417,000</u>	<u>\$ 176,497,658</u>	<u>\$ 59,080,658</u>		<u>\$ 164,613,000</u>	<u>\$ (11,884,658)</u>

CAPITAL INVESTMENT PROGRAM FUND
BUDGETARY COMPARISON SCHEDULE
Six Months Ended December 31, 2025

	<u>Annual Budget</u>	<u>YTD Actual</u>	<u>Budget Remaining</u>
REVENUES AND OTHER SOURCES			
Transfer in from Operating Fund	\$ 22,170,000	\$ 22,170,000	\$ -
Grant Revenue - SDREN	31,868,547	1,763,040	(30,105,507)
Grant Revenue - DAC	589,822		(589,822)
Total Revenue and Other Sources	<u>54,628,369</u>	<u>23,933,040</u>	<u>(30,695,329)</u>
EXPENDITURES AND OTHER USES			
Program Expenditures	<u>54,628,369</u>	<u>4,498,676</u>	<u>\$ (50,129,693)</u>
Net increase (decrease) in fund balance	<u>\$ -</u>	19,434,364	
Fund balance at beginning of period		<u>10,340,567</u>	
Fund balance at end of period		<u>\$ 29,774,931</u>	

ITEM 8
ATTACHMENT B

INVESTMENT REPORT

San Diego Community Power | As of December 31, 2025

CHANDLER ASSET MANAGEMENT | chandlerasset.com

Chandler Team:

For questions about your account, please call (800) 317-4747,
or contact clientservice@chandlerasset.com

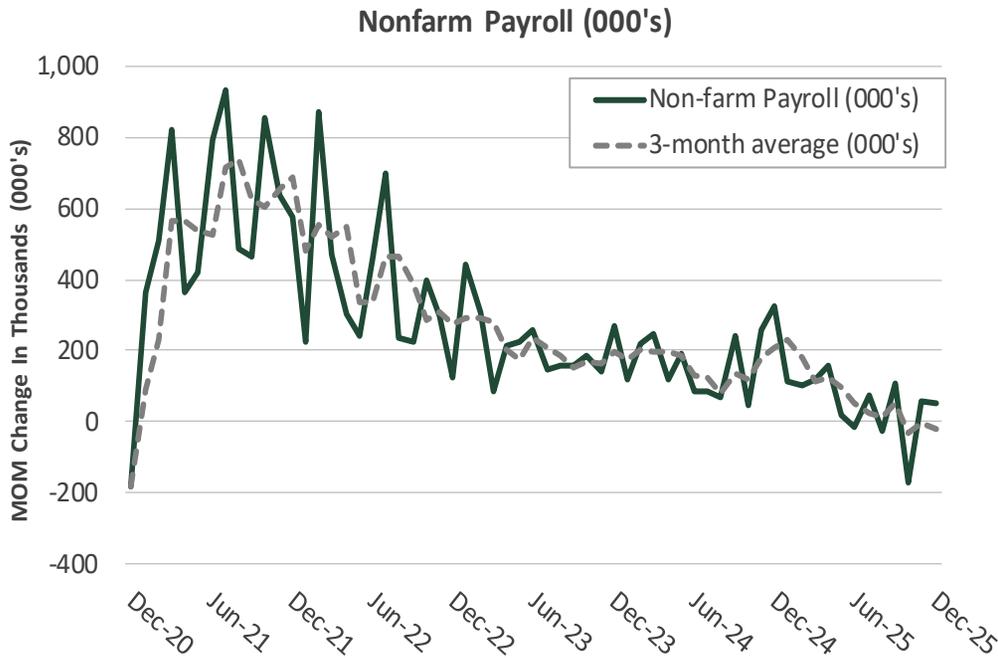
[ECONOMIC UPDATE](#)

[ACCOUNT PROFILE](#)

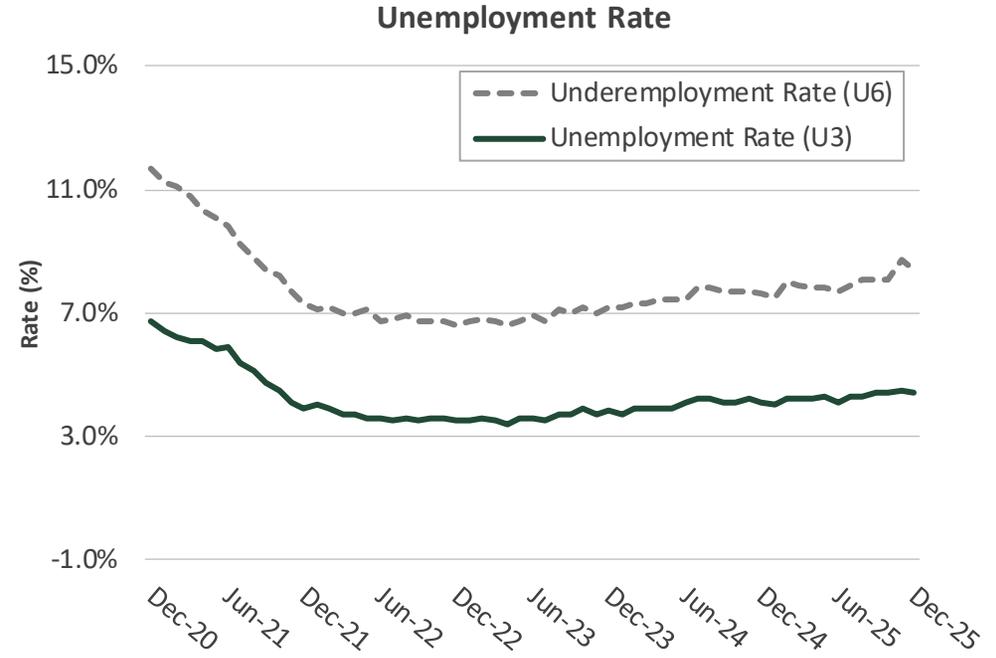
[PORTFOLIO HOLDINGS](#)

[TRANSACTIONS](#)

ECONOMIC UPDATE



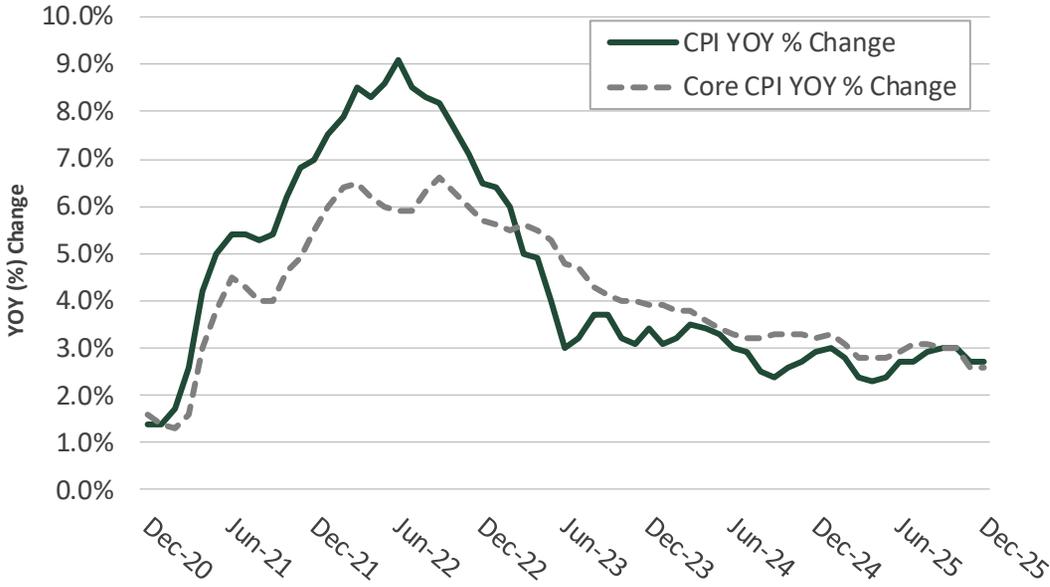
Source: US Department of Labor



Source: US Department of Labor

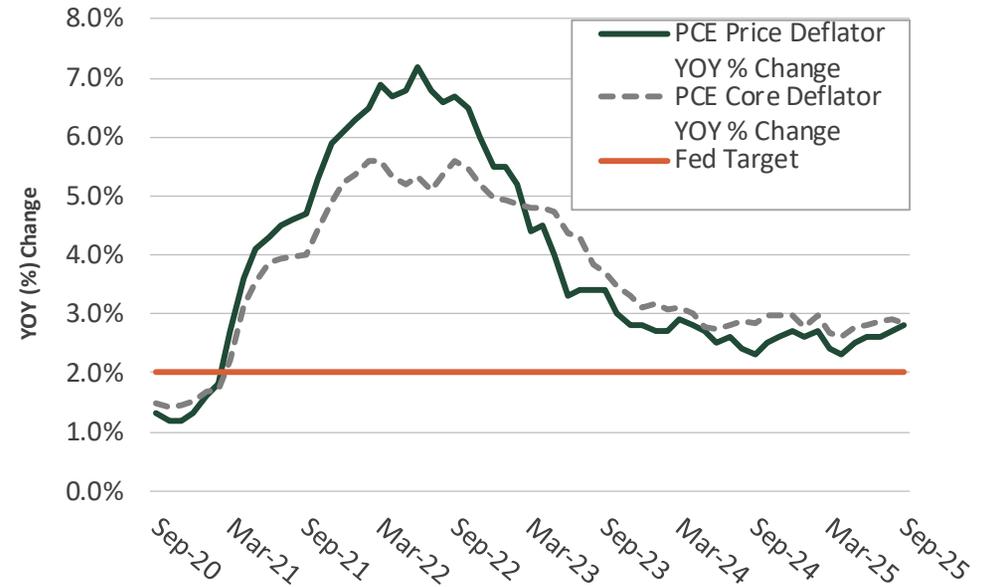
The December Nonfarm Payrolls report showed weaker-than-expected job growth, with payrolls rising by 50,000 compared with the consensus estimate of 70,000. This follows a downwardly revised gain of 56,000 in November. Employment declines were most pronounced in retail trade and construction, while leisure and hospitality posted the strongest gains. Notably, the unemployment rate edged down to 4.4% after increasing to 4.6% in November.

Consumer Price Index (CPI)



Source: US Department of Labor

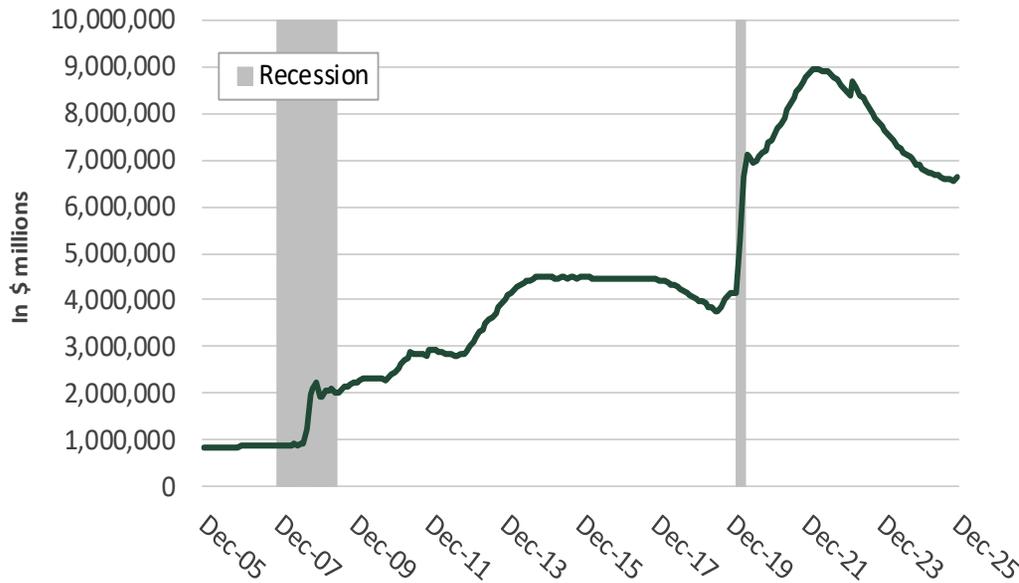
Personal Consumption Expenditures (PCE)



Source: US Department of Commerce

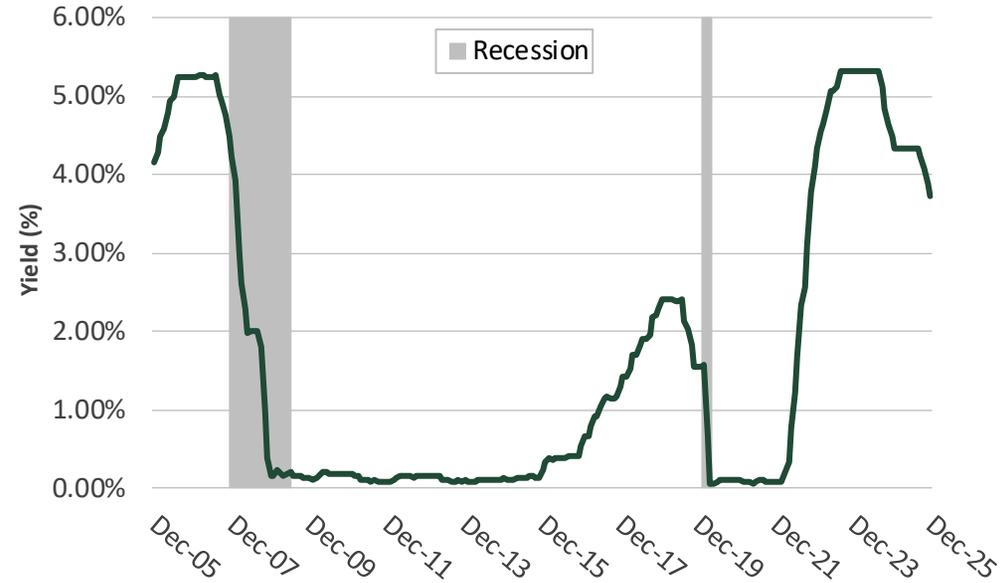
The Consumer Price Index (CPI) showed that inflation remained relatively subdued in December, with headline CPI and core CPI holding at 2.7% and 2.6% respectively year-over-year. Shelter has continued to play a central but gradually moderating role in services inflation. December data keeps inflation close to the prior month's pace and consistent with a trend of easing price pressures. The Personal Consumption Expenditures (PCE) Index for September, released on December 5, showed headline inflation up 0.3% from August and 2.8% year over year. Core PCE rose 0.2% on the month and 2.8% on an annual basis.

Federal Reserve Balance Sheet Assets



Source: Federal Reserve

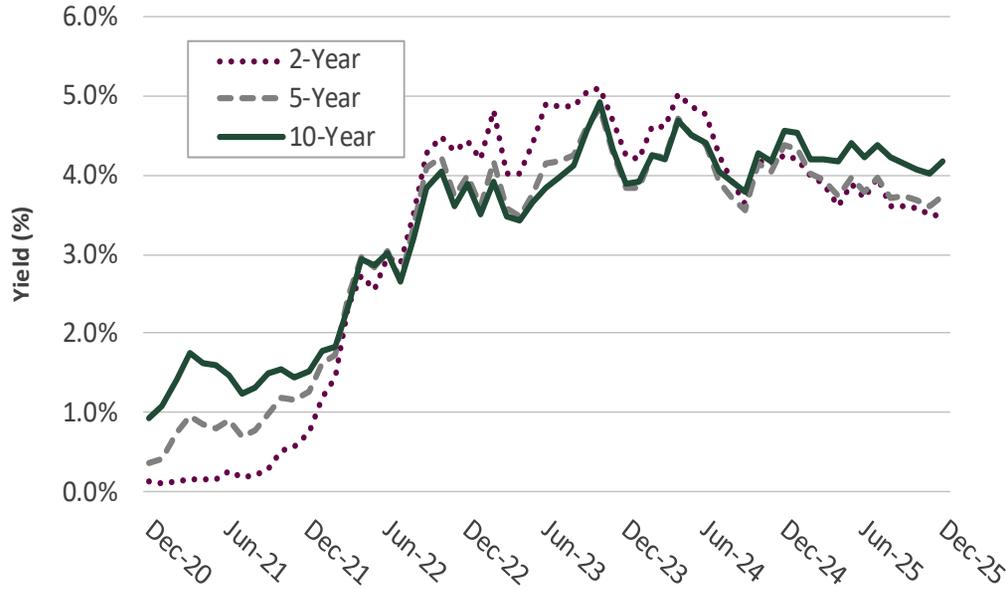
Effective Federal Funds Rate



Source: Bloomberg

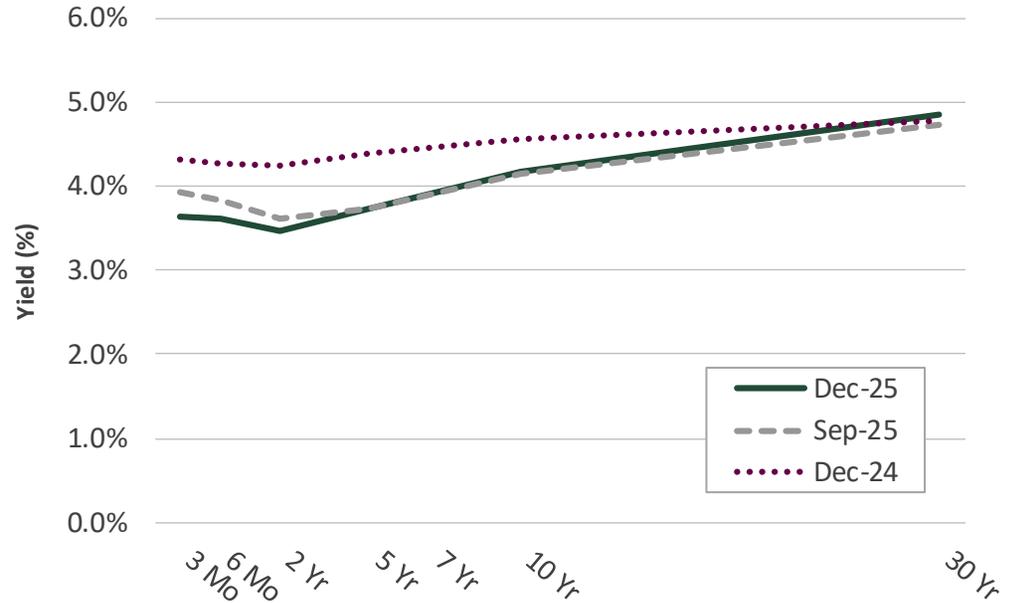
The Federal Reserve lowered its benchmark interest rate by a quarter point to a target range of 3.50% to 3.75% at its December meeting, citing concerns about emerging weakness in the labor market. A few policymakers dissented, arguing that tighter monetary policy may still be warranted to ensure progress on price stability. Beginning December 1, the Fed also halted its balance sheet runoff, announcing that principal and interest payments from its holdings will be reinvested in Treasury securities to maintain ample reserves and support market stability.

US Treasury Note Yields



Source: Bloomberg

US Treasury Yield Curve



Source: Bloomberg

At the end of December, the 2-year yield was 77 basis points lower, and the 10-year yield was 40 basis points lower, year-over-year. The spread between the 2-year and 10-year Treasury yield points on the curve increased to +69 basis points at December month-end versus +52 basis points at November month-end. The prior 2-year/10-year yield curve inversion, which spanned from July 2022 to August 2024, was historically long. The average historical spread (since 2005) is about +95 basis points. The spread between the 3-month and 10-year Treasury yield points on the curve was +54 basis points in December versus +21 basis points in November.

ACCOUNT PROFILE

Investment Objectives

The investment objectives of the San Diego Community Power are first, to provide safety of principal to ensure the preservation of capital in the overall portfolio; second, to provide sufficient liquidity to meet all disbursement requirements; and third, to earn an acceptable rate of return after first considering safety of principal and liquidity.

Chandler Asset Management Performance Objective

The performance objective for the portfolio is to earn a total rate of return through a market cycle that is equal to or above the return on the benchmark index.

Strategy

In order to achieve this objective, the portfolio invests in high-quality fixed income securities that comply with the investment policy and all regulations governing the funds.

PORTFOLIO CHARACTERISTICS



San Diego Community Power ConsAgg | Account #11452 | As of December 31, 2025

	12/31/2025 Portfolio	9/30/2025 Portfolio
Average Maturity (yrs)	0.48	0.66
Average Modified Duration	0.41	0.56
Average Purchase Yield	3.60%	3.16%
Average Market Yield	3.54%	3.09%
Average Quality**	AA	AA
Total Market Value	651,186,199	450,252,239

*Benchmark: NO BENCHMARK REQUIRED

**The credit quality is a weighted average calculation of the highest of S&P, Moody's and Fitch.

STATEMENT OF COMPLIANCE



San Diego Community Power ConsAgg | Account #11452 | As of December 31, 2025

Rules Name	Limit	Actual	Compliance Status	Notes
AGENCY MORTGAGE SECURITIES				
Max % (MV)	100.0	1.6	Compliant	
Max % Issuer (MV)	30.0	1.6	Compliant	
Max Maturity (Years)	5.0	4.8	Compliant	
Min Rating (A-1 by 1, A- by 1)	0.0	0.0	Compliant	
ASSET-BACKED SECURITIES (ABS)				
Max % (MV; ABS & MBS)	20.0	3.1	Compliant	
Max % Issuer (MV)	5.0	0.3	Compliant	
Max Maturity (Years)	5.0	4.5	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
BANKERS' ACCEPTANCES				
Max % (MV)	40.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Days)	180.0	0.0	Compliant	
Min Rating (A-1 by 1)	0.0	0.0	Compliant	
CERTIFICATE OF DEPOSIT PLACEMENT SERVICE				
Max % (MV)	50.0	26.9	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
Min Rating (A-1 by 1, A- by 1)	0.0	0.0	Compliant	
COLLATERALIZED BANK DEPOSITS				
Max % (MV)	100.0	40.3	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
COLLATERALIZED TIME DEPOSITS (NON-NEGOTIABLE CD/TD)				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
Min Rating (A-1 by 1)	0.0	0.0	Compliant	
COMMERCIAL PAPER				
Max % (MV)	25.0	0.0	Compliant	

STATEMENT OF COMPLIANCE



San Diego Community Power ConsAgg | Account #11452 | As of December 31, 2025

Rules Name	Limit	Actual	Compliance Status	Notes
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Days)	270.0	0.0	Compliant	
Min Rating (A-1 by 1, A- by 1)	0.0	0.0	Compliant	
CORPORATE MEDIUM TERM NOTES				
Max % (MV)	30.0	4.3	Compliant	
Max % Issuer (MV)	5.0	0.2	Compliant	
Max Maturity (Years)	5.0	4.9	Compliant	
Min Rating (A- by 1)	0.0	0.0	Compliant	
FDIC INSURED TIME DEPOSITS (NON-NEGOTIABLE CD/TD)				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
Min Rating (A-1 by 1, A- by 1)	0.0	0.0	Compliant	
FEDERAL AGENCIES				
Max % (MV)	100.0	0.1	Compliant	
Max % Issuer (MV)	30.0	0.1	Compliant	
Max Callables (MV)	20.0	0.0	Compliant	
Max Maturity (Years)	5.0	1.6	Compliant	
Min Rating (A-1 by 1, A- by 1)	0.0	0.0	Compliant	
JOINT POWERS AUTHORITY (JPA) / LOCAL GOVERNMENT INVESTMENT POOL (LGIP)				
Max % (MV)	100.0	0.0	Compliant	
LOCAL AGENCY INVESTMENT FUND (LAIF)				
Max % (MV)	100.0	0.0	Compliant	
MONEY MARKET MUTUAL FUNDS				
Max % (MV)	20.0	0.1	Compliant	
Max % Issuer (MV)	20.0	0.1	Compliant	
Min Rating (AAA by 2)	0.0	0.0	Compliant	
MORTGAGE-BACKED SECURITIES (NON-AGENCY)				

STATEMENT OF COMPLIANCE



San Diego Community Power ConsAgg | Account #11452 | As of December 31, 2025

Rules Name	Limit	Actual	Compliance Status	Notes
Max % (MV; ABS & MBS)	20.0	3.1	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
MUNICIPAL SECURITIES				
Max % (MV)	30.0	0.1	Compliant	
Max % Issuer (MV)	5.0	0.1	Compliant	
Max Maturity (Years)	5.0	3.8	Compliant	
Min Rating (A-1 by 1 or A- by 1)	0.0	0.0	Compliant	
NEGOTIABLE CERTIFICATES OF DEPOSIT (NCD)				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
Min Rating (A-1 or A- by 1)	0.0	0.0	Compliant	
SRI PROHIBITED INVESTMENTS				
Prohibited Investment - Fossil Fuels	0.0	0.0	Compliant	
SUPRANATIONAL OBLIGATIONS				
Max % (MV)	30.0	0.2	Compliant	
Max % Issuer (MV)	10.0	0.2	Compliant	
Max Maturity (Years)	5.0	4.8	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
U.S. TREASURIES				
Max % (MV)	100.0	8.1	Compliant	
Max Maturity (Years)	5.0	4.8	Compliant	
Min Rating (A-1 by 1, A- by 1)	0.0	0.0	Compliant	

PORTFOLIO CHARACTERISTICS



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

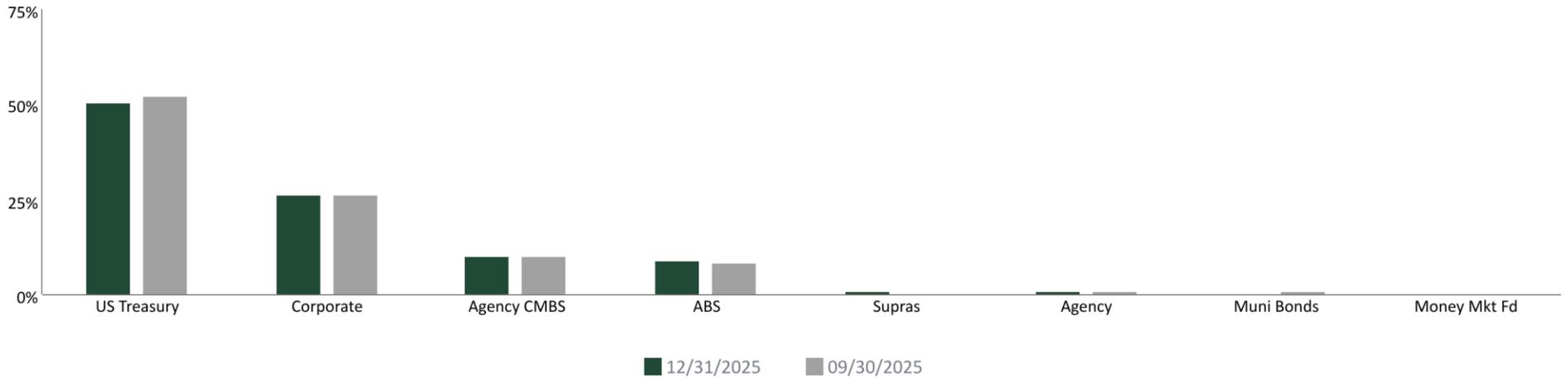
	Benchmark*	12/31/2025 Portfolio	9/30/2025 Portfolio
Average Maturity (yrs)	2.64	3.03	3.18
Average Modified Duration	2.47	2.55	2.69
Average Purchase Yield		4.16%	4.20%
Average Market Yield	3.55%	3.77%	3.86%
Average Quality**	AA+	AA	AA
Total Market Value		104,590,213	93,445,189

*Benchmark: ICE BofA 1-5 Year Unsubordinated US Treasury & Agency Index

**The credit quality is a weighted average calculation of the highest of S&P, Moody's and Fitch.

SECTOR DISTRIBUTION

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



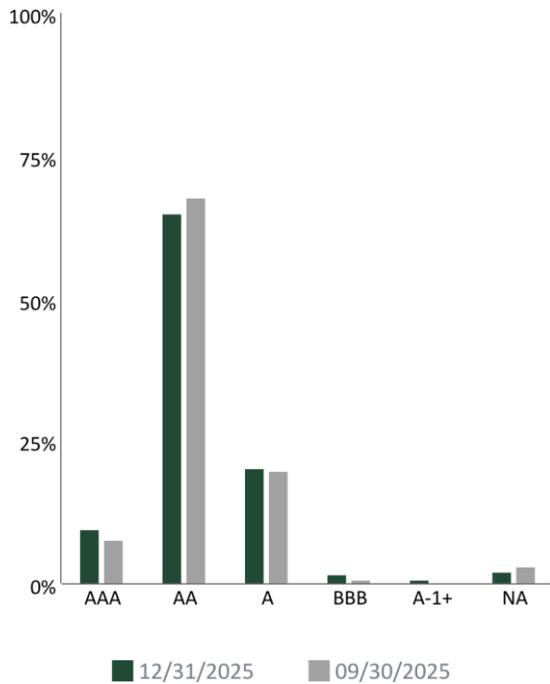
Sector as a Percentage of Market Value

Sector	12/31/2025	09/30/2025
US Treasury	50.72%	52.31%
Corporate	26.66%	26.37%
Agency CMBS	10.19%	10.32%
ABS	9.38%	8.81%
Supras	0.95%	--
Agency	0.87%	0.97%
Muni Bonds	0.86%	0.95%
Money Mkt Fd	0.38%	0.26%

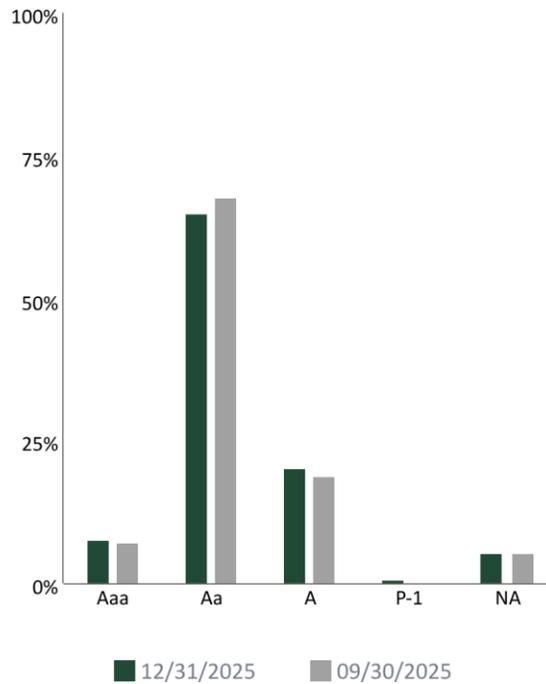
QUALITY DISTRIBUTION

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

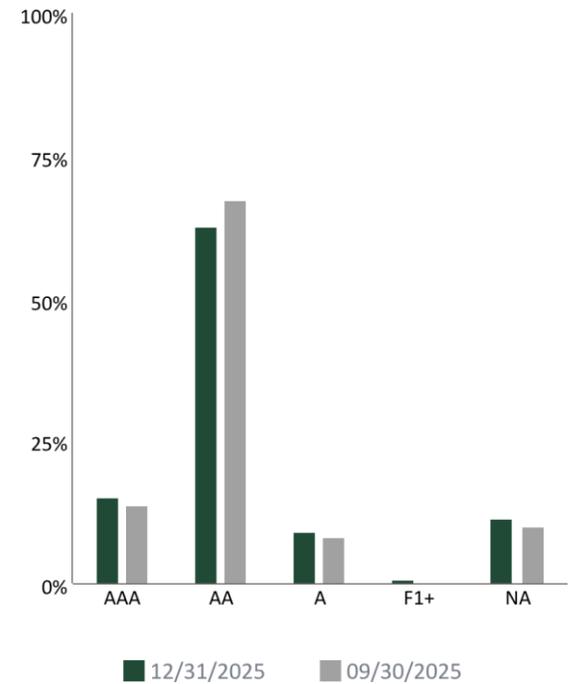
S&P Rating



Moody's Rating



Fitch Rating



Rating	12/31/2025	09/30/2025
AAA	9.64%	7.95%
AA	65.07%	67.86%
A	20.29%	19.93%
BBB	1.83%	0.99%
A-1+	0.95%	--
NA	2.21%	3.28%

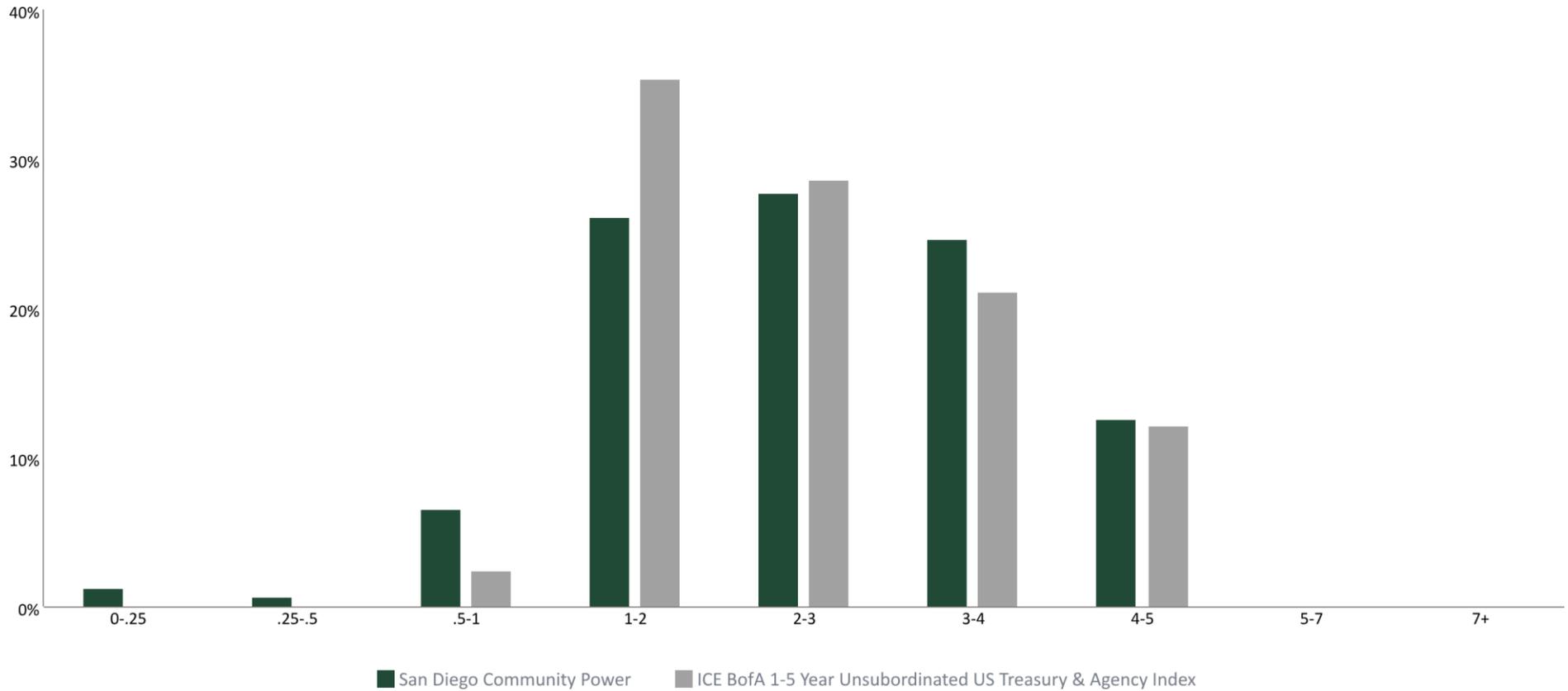
Rating	12/31/2025	09/30/2025
Aaa	7.74%	7.51%
Aa	65.28%	68.09%
A	20.42%	19.03%
P-1	0.95%	--
NA	5.61%	5.37%

Rating	12/31/2025	09/30/2025
AAA	15.19%	14.08%
AA	62.72%	67.51%
A	9.31%	8.25%
F1+	0.95%	--
NA	11.82%	10.16%

DURATION DISTRIBUTION

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

Portfolio Compared to the Benchmark



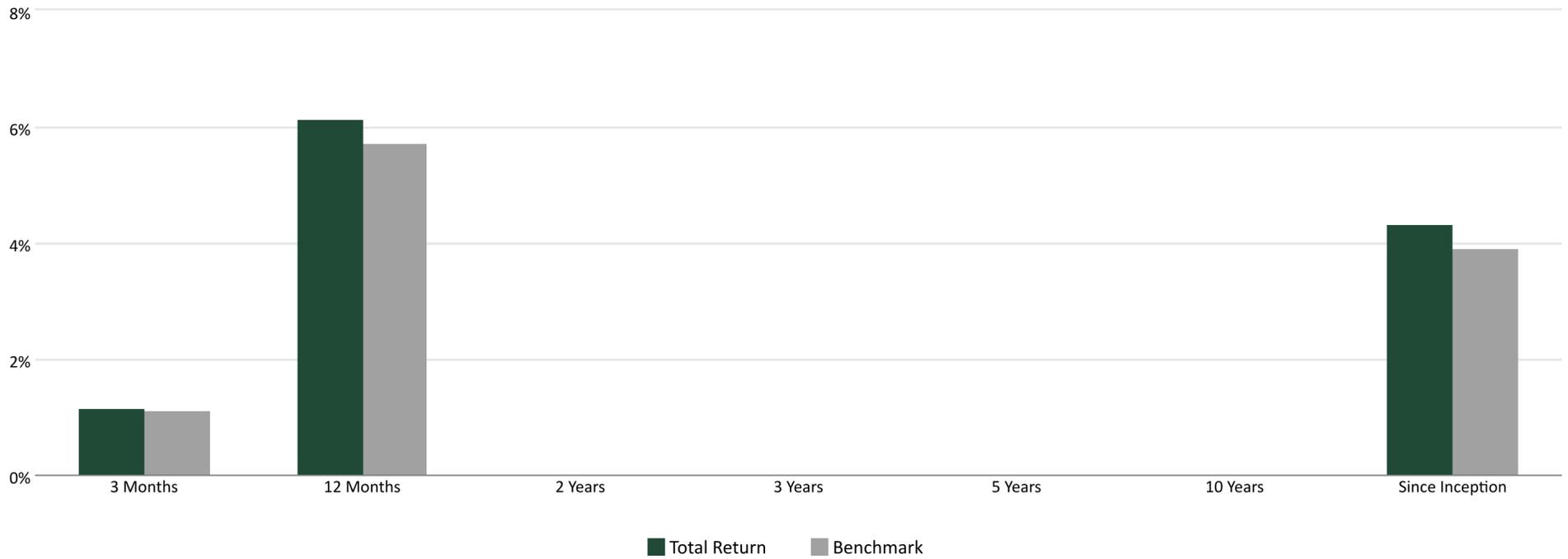
	0-0.25	0.25-0.5	0.5-1	1-2	2-3	3-4	4-5	5-7	7+
Portfolio	1.3%	0.8%	6.6%	26.2%	27.9%	24.7%	12.6%	0.0%	0.0%
ICE BofA 1-5 Year Unsubordinated US Treasury & Agency Index	0.0%	0.0%	2.5%	35.4%	28.7%	21.2%	12.3%	0.0%	0.0%

INVESTMENT PERFORMANCE



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

Total Rate of Return : Inception | 10/01/2024



TOTAL RATE OF RETURN*	3 Months	12 Months	2 Years	3 Years	5 Years	10 Years	Since Inception
San Diego Community Power	1.19%	6.17%					4.34%
Benchmark	1.11%	5.73%					3.92%

*Periods over 1 year are annualized.

Total rate of return: A measure of a portfolio's performance over time. It is the internal rate of return, which equates the beginning value of the portfolio with the ending market value; it includes interest earnings, realized and unrealized gains and losses in the portfolio.

Benchmark: ICE BofA 1-5 Year Unsubordinated US Treasury & Agency Index

PORTFOLIO CHARACTERISTICS



San Diego Community Power Reporting | Account #11451 | As of December 31, 2025

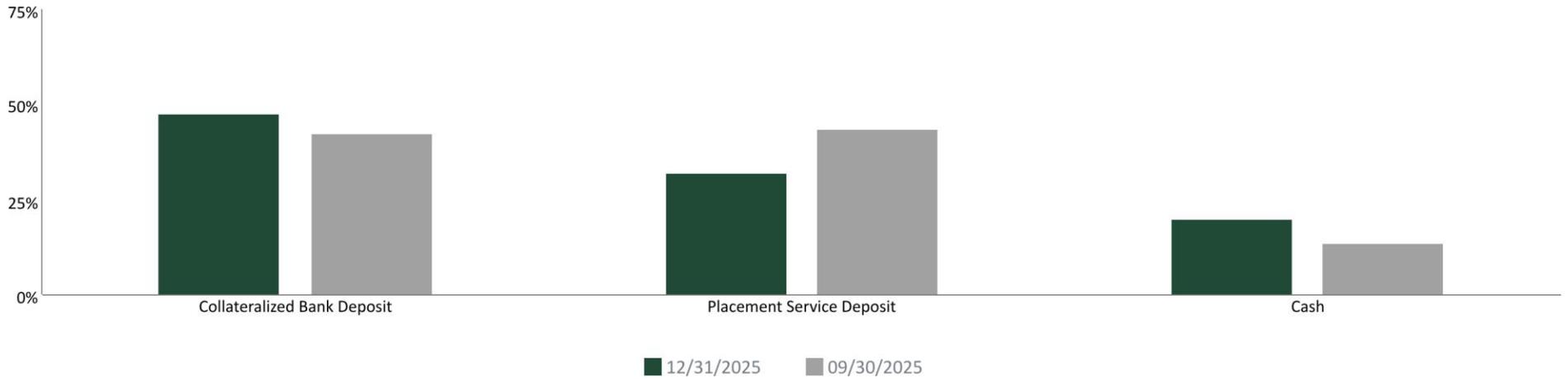
	12/31/2025 Portfolio	9/30/2025 Portfolio
Average Maturity (yrs)	0.00	0.00
Average Modified Duration	0.00	0.00
Average Purchase Yield	3.50%	2.89%
Average Market Yield	3.50%	2.89%
Average Quality**	NA	NA
Total Market Value	546,595,985	356,807,050

*Benchmark: NO BENCHMARK REQUIRED

**The credit quality is a weighted average calculation of the highest of S&P, Moody's and Fitch.

SECTOR DISTRIBUTION

San Diego Community Power Reporting | Account #11451 | As of December 31, 2025



Sector as a Percentage of Market Value

Sector	12/31/2025	09/30/2025
Collateralized Bank Deposit	48.01%	42.51%
Placement Service Deposit	32.06%	43.57%
Cash	19.92%	13.92%
LAIF	0.02%	--

PORTFOLIO HOLDINGS

HOLDINGS REPORT



San Diego Community Power ConsAgg | Account #11452 | As of December 31, 2025

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
ABS									
36269WAD1	GMALT 2024-2 A3 5.39 07/20/2027	401,965.26	-- 4.65%	406,875.28 403,444.01	100.42 4.24%	403,637.84 662.01	0.06% 193.83	NA/AAA AAA	1.55 0.34
02582JJZ4	AMXCA 2023-1 A 4.87 05/15/2026	150,000.00	09/12/2024 4.24%	151,617.19 150,355.83	100.37 3.90%	150,548.70 324.67	0.02% 192.87	NA/AAA AAA	0.37 0.36
362962AD4	GMALT 2025-2 A3 4.58 05/22/2028	285,000.00	05/20/2025 4.84%	284,995.27 284,996.21	100.90 3.87%	287,557.59 398.84	0.04% 2,561.38	NA/AAA AAA	2.39 1.18
096912AD2	BMWLT 2025-1 A3 4.43 06/26/2028	630,000.00	11/14/2025 3.99%	633,912.89 633,640.32	100.86 3.79%	635,444.46 465.15	0.10% 1,804.14	NA/AAA AAA	2.49 1.27
47800RAD5	JDOT 2024 A3 4.96 11/15/2028	200,000.00	07/30/2024 4.82%	200,781.25 200,443.92	100.88 3.98%	201,752.60 440.89	0.03% 1,308.68	Aaa/NA AAA	2.88 0.85
437930AC4	HAROT 2024-2 A3 5.27 11/20/2028	145,549.76	07/19/2024 4.94%	146,783.52 146,273.61	101.21 3.84%	147,310.19 276.99	0.02% 1,036.58	NA/AAA AAA	2.89 0.81
89237NAD9	TAOT 2024-B A3 5.33 01/16/2029	149,101.52	07/19/2024 4.94%	150,639.13 150,029.62	101.04 4.06%	150,655.00 353.20	0.02% 625.38	Aaa/AAA NA	3.04 0.78
161571HV9	CHAIT 241 A 4.6 01/16/2029	225,000.00	-- 4.61%	225,167.97 224,935.67	100.90 3.75%	227,015.78 460.00	0.03% 2,080.10	NA/AAA AAA	3.04 0.99
92970QAA3	WFCIT 2024-1 A 4.94 02/15/2029	500,000.00	07/30/2025 4.31%	504,980.47 503,622.96	101.32 3.76%	506,619.50 1,097.78	0.08% 2,996.54	Aaa/AAA AAA	3.13 1.07
096919AD7	BMWOT 2024-A A3 5.18 02/26/2029	147,841.98	07/19/2024 4.86%	148,852.62 148,452.66	100.91 3.98%	149,191.34 127.64	0.02% 738.67	Aaa/AAA NA	3.16 0.73
43813YAC6	HAROT 2024-3 A3 4.57 03/21/2029	155,000.00	08/09/2024 4.66%	154,975.65 154,982.90	100.76 3.84%	156,178.00 196.76	0.02% 1,195.10	Aaa/NA AAA	3.22 0.97
34531QAD1	FORDO 2024-B A3 5.1 04/15/2029	150,000.00	07/18/2024 4.79%	151,078.13 150,650.02	101.29 3.93%	151,929.45 340.00	0.02% 1,279.43	Aaa/AAA NA	3.29 1.04
587918AD5	MBART 2024-1 A3 4.8 04/16/2029	250,440.46	-- 4.58%	251,814.95 251,292.08	100.70 3.97%	252,186.28 534.27	0.04% 894.19	Aaa/AAA NA	3.29 0.79
58768YAD7	MBALT 2025-A A3 4.61 04/16/2029	310,000.00	05/14/2025 4.66%	309,962.21 309,968.17	101.32 3.94%	314,087.66 635.16	0.05% 4,119.49	NA/AAA AAA	3.29 1.84
05522RDJ4	BACCT 2024-1 A 4.93 05/15/2029	193,000.00	07/30/2024 4.58%	194,771.68 193,868.44	101.57 3.78%	196,023.54 422.88	0.03% 2,155.10	Aaa/AAA NA	3.37 1.30
477911AD3	JDOT 2024-C A3 4.06 06/15/2029	500,000.00	01/22/2025 4.72%	493,320.31 494,748.70	100.30 3.90%	501,517.00 902.22	0.08% 6,768.30	Aaa/NA AAA	3.45 1.56

HOLDINGS REPORT



San Diego Community Power ConsAgg | Account #11452 | As of December 31, 2025

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
02589BAE0	AMXCA 2024-3 A 4.65 07/15/2027	400,000.00	-- 2.88%	400,535.16 400,328.31	101.37 3.76%	405,474.80 826.67	0.06% 5,146.49	NA/AAA AAA	1.54 1.46
34535VAD6	FORDO 2024-D A3 4.61 08/15/2029	210,000.00	11/19/2024 4.66%	209,993.26 209,994.84	101.10 3.89%	212,309.79 430.27	0.03% 2,314.95	Aaa/NA AAA	3.62 1.43
89240JAD3	TAOT 2025-A A3 4.64 08/15/2029	300,000.00	01/22/2025 4.69%	299,987.97 299,990.41	101.07 3.95%	303,211.20 618.67	0.05% 3,220.79	Aaa/NA AAA	3.62 1.46
47800DAD6	JDOT 2025 A3 4.23 09/17/2029	245,000.00	03/04/2025 5.09%	244,984.59 244,987.35	100.75 3.85%	246,827.70 460.60	0.04% 1,840.35	Aaa/NA AAA	3.71 1.77
44935CAD3	HART 2025-A A3 4.32 10/15/2029	310,000.00	03/04/2025 4.84%	309,954.27 309,962.31	100.74 3.90%	312,295.55 595.20	0.05% 2,333.24	NA/AAA AAA	3.79 1.61
437921AD1	HAROT 252 A3 4.15 10/15/2029	190,000.00	04/29/2025 4.15%	189,978.78 189,981.90	100.61 3.84%	191,162.23 350.44	0.03% 1,180.33	Aaa/NA AAA	3.79 1.77
89231HAD8	TAOT 2025-B A3 4.34 11/15/2029	190,000.00	04/24/2025 4.82%	189,989.11 189,990.72	100.78 3.93%	191,490.93 366.49	0.03% 1,500.21	NA/AAA AAA	3.87 1.72
362955AD8	GMCAR 2025-1 A3 4.62 12/17/2029	200,000.00	01/09/2025 5.03%	199,985.14 199,988.04	101.03 3.89%	202,054.00 385.00	0.03% 2,065.96	Aaa/NA AAA	3.96 1.32
58773DAD6	MBART 2025-1 A3 4.78 12/17/2029	290,000.00	01/14/2025 4.84%	289,938.32 289,950.15	101.45 3.85%	294,197.17 616.09	0.05% 4,247.02	Aaa/NA AAA	3.96 1.47
02582JKP4	AMXCA 2025-2 A 4.28 04/15/2030	505,000.00	05/06/2025 4.28%	504,990.86 504,992.04	101.14 3.79%	510,764.07 960.62	0.08% 5,772.03	NA/AAA AAA	4.29 2.14
362549AD9	GMCAR 2025-2 A3 4.28 04/16/2030	150,000.00	05/06/2025 4.71%	149,977.92 149,980.77	100.76 3.82%	151,136.85 267.50	0.02% 1,156.08	Aaa/AAA NA	4.29 1.52
92970QAJ4	WFCIT 2025-1 A 4.34 05/15/2030	750,000.00	09/03/2025 3.90%	759,023.44 757,932.19	101.33 3.78%	759,956.25 1,446.67	0.12% 2,024.06	NA/AAA AAA	4.37 2.21
161571HZ0	CHAIT 2025-1 A 4.16 07/15/2030	1,500,000.00	-- 3.83%	1,513,632.81 1,512,512.05	100.97 3.79%	1,514,578.50 2,773.33	0.23% 2,066.45	NA/AAA AAA	4.54 2.36
Total ABS		9,632,898.98	4.35%	9,673,500.15 9,662,296.23	100.98 3.86%	9,727,113.96 17,736.01	1.50% 64,817.73		3.44 1.54
AGENCY									
3133ERKR1	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.625 07/10/2026	200,000.00	07/23/2024 4.51%	200,424.00 200,112.51	100.52 3.61%	201,042.20 4,393.75	0.03% 929.69	Aa1/AA+ AA+	0.52 0.50

HOLDINGS REPORT



San Diego Community Power ConsAgg | Account #11452 | As of December 31, 2025

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
3130B2PJ8	FEDERAL HOME LOAN BANKS 3.625 09/04/2026	500,000.00	09/12/2024 3.70%	499,335.00 499,773.11	100.01 3.60%	500,060.50 5,890.63	0.08% 287.39	Aa1/AA+ AA+	0.68 0.65
3133ERMB4	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.25 07/23/2027	200,000.00	07/18/2024 4.26%	199,938.00 199,967.84	101.12 3.50%	202,243.60 3,730.56	0.03% 2,275.76	Aa1/AA+ AA+	1.56 1.47
Total Agency		900,000.00	4.00%	899,697.00 899,853.46	100.37 3.58%	903,346.30 14,014.93	0.14% 3,492.84		0.84 0.80

AGENCY CMBS									
3137FJEH8	FHMS K-081 A2 3.9 08/25/2028	200,000.00	07/18/2024 4.54%	195,093.75 196,852.66	100.08 3.79%	200,168.00 650.00	0.03% 3,315.34	Aa1/AA+ AAA	2.65 2.45
3137FJKE8	FHMS K-082 A2 3.92 09/25/2028	413,000.00	08/29/2024 4.07%	410,096.09 411,060.08	100.21 3.76%	413,852.85 1,349.13	0.06% 2,792.77	Aa1/AA+ AAA	2.74 2.48
3137FJZ93	FHMS K-084 A2 3.78 10/25/2028	400,000.00	-- 4.29%	391,750.00 394,561.94	99.77 3.80%	399,094.40 1,260.00	0.06% 4,532.46	Aaa/AA+ AA+	2.82 2.57
3137FK4M5	FHMS K-085 A2 4.06 10/25/2028	700,000.00	07/30/2025 4.17%	696,472.66 696,941.75	100.49 3.80%	703,413.90 2,368.33	0.11% 6,472.15	Aaa/AA+ AA+	2.82 2.58
3137FKSH0	FHMS K-086 A2 3.859 11/25/2028	400,000.00	-- 4.29%	392,882.81 395,263.39	99.97 3.81%	399,864.00 1,286.33	0.06% 4,600.61	Aaa/AA+ AA+	2.90 2.66
3137FKUP9	FHMS K-087 A2 3.771 12/25/2028	582,993.83	12/11/2024 4.39%	569,489.32 573,047.56	99.74 3.81%	581,456.47 1,832.06	0.09% 8,408.91	Aa1/AAA AA+	2.99 2.65
3137FKZZ2	FHMS K-088 A2 3.69 01/25/2029	303,000.00	-- 4.34%	294,821.25 297,461.68	99.49 3.81%	301,448.03 931.73	0.05% 3,986.36	Aaa/AA+ AA+	3.07 2.78
3137H5YC5	FHMS K-748 A2 2.26 01/25/2029	500,000.00	08/26/2024 4.07%	464,140.62 475,219.50	95.51 3.84%	477,557.50 941.67	0.07% 2,338.00	Aa1/AA+ AAA	3.07 2.83
3137FLMV3	FHMS K-090 A2 3.422 02/25/2029	200,000.00	07/29/2024 4.46%	191,414.06 194,124.86	98.66 3.83%	197,325.00 570.33	0.03% 3,200.14	Aa1/AAA AA+	3.15 2.88
3137FLN91	FHMS K-091 A2 3.505 03/25/2029	486,000.00	01/14/2025 4.85%	461,889.84 467,484.55	98.88 3.84%	480,573.81 1,419.53	0.07% 13,089.26	Aa1/AAA AA+	3.23 2.90
3137FLYV0	FHMS K-092 A2 3.298 04/25/2029	500,000.00	08/07/2024 4.20%	480,722.66 486,495.61	98.20 3.85%	490,989.00 1,374.17	0.08% 4,493.39	Aa1/AA+ AAA	3.31 3.02
3137FMCR1	FHMS K-093 A2 2.982 05/25/2029	542,268.53	12/19/2024 4.70%	506,660.98 515,019.45	97.33 3.84%	527,778.57 1,347.54	0.08% 12,759.12	Aa1/AA+ AAA	3.40 2.98

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Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
3137FNAE0	FHMS K-095 A2 2.785 06/25/2029	200,000.00	07/17/2024 4.47%	185,398.44 189,764.95	96.49 3.87%	192,989.00 464.17	0.03% 3,224.05	Aa1/AA+ AAA	3.48 3.15
3137FNX54	FHMS K-097 A2 2.508 07/25/2029	425,000.00	12/19/2024 4.70%	386,982.42 395,576.70	95.40 3.89%	405,440.65 888.25	0.06% 9,863.95	Aaa/AA+ AA+	3.56 3.32
3137H9D71	FHMS K-750 A2 3.0 09/25/2029	600,000.00	11/05/2024 4.55%	562,218.75 571,223.50	97.17 3.88%	582,994.20 1,500.00	0.09% 11,770.70	Aa1/AA+ AAA	3.73 3.11
3137FQ3Z4	FHMS K-101 A2 2.524 10/25/2029	495,000.00	12/20/2024 4.69%	449,560.55 459,249.08	95.10 3.92%	470,734.61 1,041.15	0.07% 11,485.53	Aa1/AA+ AA+	3.82 3.51
3137FQKC6	FHMS K-102 A2 2.537 10/25/2029	750,000.00	09/03/2025 3.94%	710,537.11 713,595.22	95.19 3.91%	713,921.25 1,585.63	0.11% 326.03	Aa1/AA+ AAA	3.82 3.48
3137FQKN2	FHMS K-103 A2 2.651 11/25/2029	453,000.00	12/20/2024 4.69%	413,344.81 421,652.02	95.40 3.93%	432,177.40 1,000.75	0.07% 10,525.38	Aa1/AA+ AAA	3.90 3.56
3137FRUT6	FHMS K-106 A2 2.069 01/25/2030	750,000.00	06/17/2025 4.27%	682,089.84 689,977.77	92.97 3.95%	697,291.50 1,293.13	0.11% 7,313.73	Aa1/AA+ AAA	4.07 3.79
3137HA4B9	FHMS K-751 A2 4.412 03/25/2030	600,000.00	03/24/2025 4.40%	599,578.13 599,643.75	101.42 3.97%	608,494.80 2,206.00	0.09% 8,851.05	Aaa/AA+ AA+	4.23 3.50
3137FWG79	FHMS K-115 A2 1.383 06/25/2030	344,000.00	06/23/2025 4.23%	300,547.97 305,107.90	89.45 3.99%	307,694.58 396.46	0.05% 2,586.68	Aa1/AA+ AAA	4.48 4.21
3137F62M8	FHMS K-118 A2 1.493 09/25/2030	500,000.00	11/14/2025 4.02%	445,488.28 446,830.01	89.28 4.03%	446,414.00 622.08	0.07% (416.01)	Aa1/AA+ AAA	4.73 4.40
3137F72P9	FHMS K-120 A2 1.5 10/25/2030	600,000.00	12/15/2025 3.98%	535,054.69 535,574.85	88.99 4.04%	533,968.20 750.00	0.08% (1,606.65)	Aa1/AA+ AAA	4.82 4.52
Total Agency CMBS		10,944,262.36	4.34%	10,326,235.03 10,431,728.79	96.68 3.88%	10,565,641.72 27,078.42	1.62% 133,912.94		3.56 3.22

CASH									
90RCBB\$02	RCB Operating x7892	50,978,966.65	-- 0.00%	50,978,966.65 50,978,966.65	1.00 0.00%	50,978,966.65 0.00	7.84% 0.00	NA/NA NA	0.00 0.00
90JPMC\$10	Chase Checking x9617	45,239,844.91	-- 1.43%	45,239,844.91 45,239,844.91	1.00 1.43%	45,239,844.91 0.00	6.96% 0.00	NA/NA NA	0.00 0.00
90RCBB\$01	RCB Lock Box x0584	12,638,807.95	-- 0.00%	12,638,807.95 12,638,807.95	1.00 0.00%	12,638,807.95 0.00	1.94% 0.00	NA/NA NA	0.00 0.00

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CCYUSD	Receivable	866.84	--	866.84 866.84	1.00	866.84 0.00	0.00% 0.00	Aaa/AAA AAA	0.00 0.00
Total Cash		108,858,486.35	0.59%	108,858,486.35 108,858,486.35	1.00 0.59%	108,858,486.35 0.00	16.74% 0.00		0.00 0.00

COLLATERALIZED BANK DEPOSIT									
90RCBB\$03	RCB MMKT	262,395,842.58	-- 4.20%	262,395,842.58 262,395,842.58	1.00 4.20%	262,395,842.58 0.00	40.35% 0.00	NA/NA NA	0.00 0.00
Total Collateralized Bank Deposit		262,395,842.58	4.20%	262,395,842.58 262,395,842.58	1.00 4.20%	262,395,842.58 0.00	40.35% 0.00		0.00 0.00

CORPORATE									
89115A3A8	TORONTO-DOMINION BANK 4.568 12/17/2026	300,000.00	01/22/2025 4.70%	299,301.00 299,646.97	100.62 3.90%	301,853.10 532.93	0.05% 2,206.13	A2/A- AA-	0.96 0.93
438516CX2	HONEYWELL INTERNATIONAL INC 4.65 07/30/2027	300,000.00	-- 4.47%	301,425.00 300,735.49	101.28 3.80%	303,847.80 5,851.25	0.05% 3,112.31	A2/A A	1.58 1.41
69371RT30	PACCAR FINANCIAL CORP 4.45 08/06/2027	255,000.00	08/01/2024 4.50%	254,660.85 254,819.74	101.15 3.70%	257,944.74 4,570.52	0.04% 3,125.00	A1/A+ NA	1.60 1.50
06368L8K5	BANK OF MONTREAL 4.567 09/10/2027	500,000.00	-- 4.47%	500,817.50 500,219.62	100.37 4.36%	501,870.50 7,040.79	0.08% 1,650.88	A2/A- AA-	1.69 0.66
14913UAR1	CATERPILLAR FINANCIAL SERVICES CORP 4.4 10/15/2027	300,000.00	08/13/2024 4.29%	301,020.00 300,575.79	101.19 3.70%	303,560.70 2,786.67	0.05% 2,984.91	A2/A A+	1.79 1.69
24422EXZ7	JOHN DEERE CAPITAL CORP 4.65 01/07/2028	425,000.00	01/06/2025 4.66%	424,872.50 424,914.14	101.72 3.75%	432,310.85 9,551.88	0.07% 7,396.71	A1/A A+	2.02 1.87
89236TKQ7	TOYOTA MOTOR CREDIT CORP 4.625 01/12/2028	150,000.00	07/18/2024 4.65%	149,856.00 149,916.11	101.56 3.82%	152,334.45 3,256.77	0.02% 2,418.34	A1/A+ A+	2.03 1.88
95000U3R2	WELLS FARGO & CO 4.9 01/24/2028	500,000.00	01/16/2025 4.90%	500,000.00 500,000.00	100.84 4.29%	504,209.00 10,684.72	0.08% 4,209.00	A1/BBB+ A+	2.07 1.01
89115A3E0	TORONTO-DOMINION BANK 4.861 01/31/2028	335,000.00	01/28/2025 4.86%	335,000.00 335,000.00	101.64 4.03%	340,486.30 6,830.38	0.05% 5,486.30	A2/A- AA-	2.08 1.92
857477CU5	STATE STREET CORP 4.536 02/28/2028	625,000.00	02/25/2025 4.51%	625,000.00 625,000.00	101.53 3.79%	634,585.63 9,686.25	0.10% 9,585.63	Aa3/A AA-	2.16 1.94

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74460WAD9	PUBLIC STORAGE OPERATING CO 1.85 05/01/2028	300,000.00	-- 4.61%	271,762.50 282,451.10	95.41 3.93%	286,220.10 925.00	0.04% 3,769.00	A2/A NA	2.33 2.24
64952WFD0	NEW YORK LIFE GLOBAL FUNDING 4.9 06/13/2028	750,000.00	07/30/2025 4.24%	763,215.00 761,273.10	102.24 3.93%	766,776.75 1,837.50	0.12% 5,503.65	Aa1/AA+ AAA	2.45 2.29
87612EBU9	TARGET CORP 4.35 06/15/2028	230,000.00	06/05/2025 4.35%	229,997.70 229,998.13	101.17 3.85%	232,689.85 444.67	0.04% 2,691.72	A2/A A	2.46 2.23
06406R BX4	BANK OF NEW YORK MELLON CORP 4.89 07/21/2028	500,000.00	-- 4.67%	502,804.00 501,547.91	101.55 4.13%	507,756.00 10,866.67	0.08% 6,208.09	Aa3/A AA-	2.56 1.46
46647PEL6	JPMORGAN CHASE & CO 4.979 07/22/2028	300,000.00	-- 4.80%	301,428.00 300,749.53	101.49 4.24%	304,468.80 6,597.18	0.05% 3,719.27	A1/A AA-	2.56 1.46
06051GKW8	BANK OF AMERICA CORP 4.948 07/22/2028	300,000.00	-- 4.88%	300,574.50 300,302.92	101.42 4.67%	304,247.70 6,556.10	0.05% 3,944.78	A1/A- AA-	2.56 1.46
61744YAK4	MORGAN STANLEY 3.591 07/22/2028	300,000.00	-- 4.66%	288,472.50 292,603.94	99.32 3.88%	297,947.40 4,758.08	0.05% 5,343.46	A1/A- A+	2.56 1.47
40139LBM4	GUARDIAN LIFE GLOBAL FUNDING 4.066 09/05/2028	750,000.00	09/03/2025 3.98%	751,785.00 751,592.82	100.02 4.05%	750,177.75 9,826.17	0.12% (1,415.07)	Aa1/AA+ NA	2.68 2.48
756109BS2	REALTY INCOME CORP 4.7 12/15/2028	750,000.00	-- 4.59%	752,505.50 752,062.22	101.93 4.00%	764,450.25 1,566.67	0.12% 12,388.03	A3/A- NA	2.96 2.66
61690DK72	MORGAN STANLEY BANK NA 5.016 01/12/2029	300,000.00	01/16/2025 4.99%	300,258.00 300,176.04	101.84 4.25%	305,515.20 7,064.20	0.05% 5,339.16	Aa3/A+ AA-	3.03 1.87
91324PEU2	UNITEDHEALTH GROUP INC 4.25 01/15/2029	300,000.00	-- 4.42%	297,930.00 298,600.73	100.74 3.99%	302,213.10 5,879.17	0.05% 3,612.37	A2/A+ A	3.04 2.70
78017DAA6	ROYAL BANK OF CANADA 4.965 01/24/2029	450,000.00	01/21/2025 5.46%	450,000.00 450,000.00	101.85 4.19%	458,336.25 9,743.81	0.07% 8,336.25	A1/A AA-	3.07 1.91
69371RS80	PACCAR FINANCIAL CORP 4.6 01/31/2029	150,000.00	07/18/2024 4.64%	149,755.50 149,833.85	101.84 3.96%	152,753.40 2,894.17	0.02% 2,919.55	A1/A+ NA	3.08 2.80
74340XBL4	PROLOGIS LP 4.375 02/01/2029	300,000.00	-- 4.55%	297,844.50 298,531.69	100.96 4.04%	302,867.10 5,468.75	0.05% 4,335.41	A2/A NA	3.09 2.59
61747YFD2	MORGAN STANLEY 5.164 04/20/2029	300,000.00	11/07/2024 4.78%	303,570.00 302,381.89	102.25 4.47%	306,753.00 3,055.37	0.05% 4,371.11	A1/A- A+	3.30 2.13
025816ED7	AMERICAN EXPRESS CO 4.731 04/25/2029	750,000.00	-- 4.64%	751,898.75 751,508.56	101.53 4.31%	761,507.25 6,505.13	0.12% 9,998.69	A2/A- A	3.31 2.16
437076DC3	HOME DEPOT INC 4.75 06/25/2029	750,000.00	-- 4.41%	759,603.00 757,773.68	102.52 3.97%	768,933.00 593.75	0.12% 11,159.32	A2/A A	3.48 3.12

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713448FX1	PEPSICO INC 4.5 07/17/2029	300,000.00	-- 4.24%	303,396.00 302,424.77	101.96 3.90%	305,872.80 6,150.00	0.05% 3,448.03	A1/A+ NA	3.54 3.12
06051GHM4	BANK OF AMERICA CORP 4.271 07/23/2029	600,000.00	-- 4.73%	591,312.00 593,538.30	100.46 4.39%	602,749.80 11,246.97	0.09% 9,211.50	A1/A- AA-	3.56 2.36
46647PAV8	JPMORGAN CHASE & CO 4.203 07/23/2029	300,000.00	11/07/2024 4.77%	294,291.00 296,058.98	100.32 4.37%	300,972.90 5,533.95	0.05% 4,913.92	A1/A AA-	3.56 2.36
89236TMK8	TOYOTA MOTOR CREDIT CORP 4.55 08/09/2029	250,000.00	08/07/2024 4.57%	249,790.00 249,848.65	101.62 4.06%	254,059.50 4,486.81	0.04% 4,210.85	A1/A+ A+	3.61 3.24
532457CQ9	ELI LILLY AND CO 4.2 08/14/2029	300,000.00	-- 4.19%	300,181.75 300,129.01	100.97 3.91%	302,907.60 4,795.00	0.05% 2,778.59	Aa3/A+ NA	3.62 3.21
171239AL0	CHUBB INA HOLDINGS LLC 4.65 08/15/2029	400,000.00	-- 4.53%	401,978.29 401,457.20	102.21 3.99%	408,836.40 7,026.67	0.06% 7,379.20	A2/A A	3.62 3.19
30303M8S4	META PLATFORMS INC 4.3 08/15/2029	300,000.00	-- 4.28%	300,268.23 300,191.51	101.20 3.94%	303,614.40 4,873.33	0.05% 3,422.89	Aa3/AA- NA	3.62 3.20
02665WFAQ9	AMERICAN HONDA FINANCE CORP 4.4 09/05/2029	250,000.00	10/02/2024 4.29%	251,157.50 250,864.58	101.01 4.10%	252,524.25 3,544.44	0.04% 1,659.67	A3/A- NA	3.68 3.32
38141GD27	GOLDMAN SACHS GROUP INC 4.153 10/21/2029	970,000.00	-- 4.25%	970,195.00 970,182.69	99.98 4.27%	969,782.72 7,833.02	0.15% (399.97)	A2/BBB+ A	3.80 2.60
14913UAU4	CATERPILLAR FINANCIAL SERVICES CORP 4.7 11/15/2029	300,000.00	11/14/2024 4.74%	299,523.00 299,630.63	102.60 3.97%	307,793.10 1,801.67	0.05% 8,162.47	A2/A A+	3.87 3.50
00287YBX6	ABBVIE INC 3.2 11/21/2029	750,000.00	10/23/2025 3.99%	727,957.50 728,978.95	96.98 4.05%	727,332.00 2,666.67	0.11% (1,646.95)	A3/A- NA	3.89 3.60
89236TNA9	TOYOTA MOTOR CREDIT CORP 4.95 01/09/2030	430,000.00	01/06/2025 5.00%	429,079.80 429,259.71	102.97 4.14%	442,755.95 10,169.50	0.07% 13,496.24	A1/A+ A+	4.02 3.54
46647PEB8	JPMORGAN CHASE & CO 5.012 01/23/2030	250,000.00	01/21/2025 5.02%	249,937.50 249,952.17	102.47 4.35%	256,175.00 5,499.28	0.04% 6,222.83	A1/A AA-	4.06 2.76
95000U3J0	WELLS FARGO & CO 5.198 01/23/2030	400,000.00	01/22/2025 5.13%	400,988.00 400,756.05	102.99 4.40%	411,940.00 9,125.38	0.06% 11,183.95	A1/BBB+ A+	4.06 2.75
02665WFAQ2	AMERICAN HONDA FINANCE CORP 4.8 03/05/2030	425,000.00	03/03/2025 4.82%	424,626.00 424,687.86	102.17 4.23%	434,235.68 6,573.33	0.07% 9,547.82	A3/A- NA	4.18 3.70
571748CA8	MARSH & MCLENNAN COMPANIES INC 4.65 03/15/2030	750,000.00	-- 4.66%	749,787.00 749,834.93	102.00 4.12%	765,035.25 10,268.75	0.12% 15,200.32	A3/A- A-	4.20 3.67
59217GEG0	METROPOLITAN LIFE GLOBAL FUNDING I 2.95 04/09/2030	750,000.00	09/03/2025 4.27%	709,170.00 712,065.57	94.86 4.28%	711,436.50 5,039.58	0.11% (629.07)	Aa3/AA- AA-	4.27 3.92

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57629TBX4	MASSMUTUAL GLOBAL FUNDING II 4.55 05/07/2030	750,000.00	07/30/2025 4.51%	751,192.50 751,087.02	100.94 4.31%	757,044.00 5,118.75	0.12% 5,956.98	Aa3/AA+ AA+	4.35 3.89
69371RT71	PACCAR FINANCIAL CORP 4.55 05/08/2030	680,000.00	05/05/2025 4.59%	678,946.00 679,083.38	101.85 4.08%	692,558.92 4,555.06	0.11% 13,475.54	A1/A+ NA	4.35 3.89
747525BU6	QUALCOMM INC 4.5 05/20/2030	750,000.00	06/17/2025 4.45%	751,582.50 751,406.07	101.65 4.08%	762,384.00 3,843.75	0.12% 10,977.93	A2/A NA	4.38 3.86
74153WCW7	PRICOA GLOBAL FUNDING I 4.7 05/28/2030	750,000.00	07/30/2025 4.55%	754,680.00 754,270.96	101.76 4.26%	763,227.00 3,231.25	0.12% 8,956.04	Aa3/AA- AA-	4.41 3.93
74464AAC5	PUBLIC STORAGE OPERATING CO 4.375 07/01/2030	500,000.00	07/01/2025 4.44%	498,665.00 498,798.87	100.82 4.17%	504,080.50 10,998.26	0.08% 5,281.63	A2/A NA	4.50 3.98
828807DK0	SIMON PROPERTY GROUP LP 2.65 07/15/2030	750,000.00	07/30/2025 4.46%	690,165.00 695,255.93	93.64 4.21%	702,277.50 9,164.58	0.11% 7,021.57	A3/A NA	4.54 4.15
713448GH5	PEPSICO INC 4.3 07/23/2030	500,000.00	07/30/2025 4.36%	498,710.00 498,819.27	101.03 4.05%	505,151.00 9,436.11	0.08% 6,331.73	A1/A+ NA	4.56 3.96
437076DJ8	HOME DEPOT INC 3.95 09/15/2030	685,000.00	09/08/2025 4.03%	682,540.85 682,686.30	99.77 4.00%	683,420.39 7,966.93	0.11% 734.09	A2/A A	4.71 4.20
40139LBN2	GUARDIAN LIFE GLOBAL FUNDING 4.327 10/06/2030	750,000.00	09/30/2025 4.33%	750,000.00 750,000.00	100.18 4.28%	751,376.25 7,662.40	0.12% 1,376.25	Aa1/AA+ NA	4.76 4.22
24422EYF0	JOHN DEERE CAPITAL CORP 4.375 10/15/2030	1,000,000.00	11/04/2025 4.22%	1,006,920.00 1,006,701.47	101.05 4.13%	1,010,534.00 9,236.11	0.16% 3,832.53	A1/A A+	4.79 4.25
141781CF9	CARGILL INC 4.125 10/23/2030	750,000.00	-- 4.14%	749,433.50 749,455.12	99.57 4.22%	746,750.25 5,843.75	0.11% (2,704.87)	A2/A NA	4.81 4.29
717081FDO	PFIZER INC 4.2 11/15/2030	700,000.00	12/08/2025 4.18%	700,518.00 700,511.27	100.46 4.09%	703,242.40 3,266.67	0.11% 2,731.13	A2/A NA	4.87 4.28
Total Corporate		27,460,000.00	4.49%	27,332,349.22 27,350,153.20	100.72 4.12%	27,646,686.02 332,332.47	4.25% 296,532.82		3.55 2.98
LAIF									
90LAIF\$00	Local Agency Investment Fund State Pool	100,000.00	12/31/2025 3.98%	100,000.00 100,000.00	1.00 3.98%	100,000.00 0.00	0.02% 0.00	NA/NA NA	0.00 0.00
Total LAIF		100,000.00	3.98%	100,000.00 100,000.00	1.00 3.98%	100,000.00 0.00	0.02% 0.00		0.00 0.00

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Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
MONEY MARKET FUND									
31846V203	FIRST AMER:GVT OBLG Y	396,885.60	-- 3.38%	396,885.60 396,885.60	1.00 3.38%	396,885.60 0.00	0.06% 0.00	Aaa/AAAm AAA	0.00 0.00
Total Money Market Fund		396,885.60	3.38%	396,885.60 396,885.60	1.00 3.38%	396,885.60 0.00	0.06% 0.00		0.00 0.00
MUNICIPAL BONDS									
13063EGT7	CALIFORNIA STATE 4.5 08/01/2029	400,000.00	11/05/2024 4.38%	402,056.00 401,557.18	102.47 3.76%	409,880.00 7,500.00	0.06% 8,322.82	Aa2/AA- AA	3.58 3.23
13063DRE0	CALIFORNIA ST 2.5 10/01/2029	500,000.00	03/24/2025 4.33%	462,780.00 469,137.38	95.59 3.77%	477,950.50 3,125.00	0.07% 8,813.12	Aa2/AA- AA	3.75 3.51
Total Municipal Bonds		900,000.00	4.35%	864,836.00 870,694.56	98.77 3.76%	887,830.50 10,625.00	0.14% 17,135.94		3.67 3.38
PLACEMENT SERVICE DEPOSIT									
90RCBB\$04	RCB ICS	175,242,523.11	-- 4.25%	175,242,523.11 175,242,523.11	1.00 4.25%	175,242,523.11 0.00	26.95% 0.00	NA/NA NA	0.00 0.00
Total Placement Service Deposit		175,242,523.11	4.25%	175,242,523.11 175,242,523.11	1.00 4.25%	175,242,523.11 0.00	26.95% 0.00		0.00 0.00
SUPRANATIONAL									
459058LY7	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.5 10/28/2030	1,000,000.00	10/28/2025 3.68%	991,720.00 992,010.37	98.81 3.77%	988,097.00 6,125.00	0.15% (3,913.37)	Aaa/AAA NA	4.82 4.37
Total Supranational		1,000,000.00	3.68%	991,720.00 992,010.37	98.81 3.77%	988,097.00 6,125.00	0.15% (3,913.37)		4.82 4.37
US TREASURY									
912797SJ7	UNITED STATES TREASURY 02/03/2026	500,000.00	11/14/2025 3.86%	495,906.35 498,268.07	99.69 3.57%	498,438.50 0.00	0.08% 170.43	P-1/A-1+ F1+	0.09 0.09

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Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
912797ST5	UNITED STATES TREASURY 03/03/2026	500,000.00	11/14/2025 3.87%	494,442.36 496,801.74	99.41 3.62%	497,038.50 0.00	0.08% 236.76	P-1/A-1+ F1+	0.17 0.16
91282CKY6	UNITED STATES TREASURY 4.625 06/30/2026	250,000.00	-- 4.22%	251,818.36 250,471.46	100.52 3.56%	251,297.25 31.94	0.04% 825.79	Aa1/AA+ AA+	0.50 0.49
91282CHU8	UNITED STATES TREASURY 4.375 08/15/2026	500,000.00	-- 4.21%	501,574.22 500,488.42	100.47 3.59%	502,366.50 8,262.57	0.08% 1,878.08	Aa1/AA+ AA+	0.62 0.60
91282CHY0	UNITED STATES TREASURY 4.625 09/15/2026	500,000.00	-- 4.23%	503,902.35 501,313.30	100.73 3.55%	503,651.50 6,899.17	0.08% 2,338.20	Aa1/AA+ AA+	0.71 0.68
91282CLS8	UNITED STATES TREASURY 4.125 10/31/2026	1,000,000.00	11/12/2024 4.34%	995,937.50 998,283.21	100.43 3.59%	1,004,272.00 7,064.92	0.15% 5,988.79	Aa1/AA+ AA+	0.83 0.80
91282CJP7	UNITED STATES TREASURY 4.375 12/15/2026	1,000,000.00	-- 4.17%	1,004,296.88 1,001,815.08	100.78 3.53%	1,007,844.00 2,043.27	0.15% 6,028.92	Aa1/AA+ AA+	0.96 0.92
91282CME8	UNITED STATES TREASURY 4.25 12/31/2026	1,000,000.00	01/07/2025 4.30%	999,101.56 999,547.05	100.70 3.53%	1,006,976.00 117.40	0.15% 7,428.95	Aa1/AA+ AA+	1.00 0.97
91282CMH1	UNITED STATES TREASURY 4.125 01/31/2027	1,000,000.00	01/28/2025 4.21%	998,476.56 999,175.67	100.62 3.53%	1,006,211.00 17,262.23	0.15% 7,035.33	Aa1/AA+ AA+	1.08 1.03
91282CKA8	UNITED STATES TREASURY 4.125 02/15/2027	500,000.00	-- 4.10%	500,269.54 500,126.81	100.66 3.52%	503,281.50 7,790.42	0.08% 3,154.69	Aa1/AA+ AA+	1.13 1.07
91282CMP3	UNITED STATES TREASURY 4.125 02/28/2027	1,500,000.00	08/14/2025 3.81%	1,507,031.25 1,505,292.20	100.67 3.52%	1,510,078.50 21,023.83	0.23% 4,786.30	Aa1/AA+ AA+	1.16 1.11
91282CKE0	UNITED STATES TREASURY 4.25 03/15/2027	1,200,000.00	-- 3.85%	1,209,515.63 1,205,495.53	100.85 3.52%	1,210,172.40 15,215.47	0.19% 4,676.87	Aa1/AA+ AA+	1.20 1.15
91282CEN7	UNITED STATES TREASURY 2.75 04/30/2027	500,000.00	09/11/2024 3.52%	490,390.63 495,155.28	99.03 3.50%	495,156.50 2,354.97	0.08% 1.22	Aa1/AA+ AA+	1.33 1.28
91282CET4	UNITED STATES TREASURY 2.625 05/31/2027	1,000,000.00	-- 3.74%	976,054.69 985,018.66	98.80 3.50%	988,047.00 2,307.69	0.15% 3,028.34	Aa1/AA+ AA+	1.41 1.37
91282CEW7	UNITED STATES TREASURY 3.25 06/30/2027	1,200,000.00	03/27/2025 3.99%	1,180,828.13 1,187,319.58	99.66 3.49%	1,195,875.60 107.73	0.18% 8,556.02	Aa1/AA+ AA+	1.50 1.45
91282CKZ3	UNITED STATES TREASURY 4.375 07/15/2027	500,000.00	-- 3.94%	505,843.75 503,093.85	101.33 3.48%	506,640.50 10,105.30	0.08% 3,546.65	Aa1/AA+ AA+	1.54 1.45
91282CNP2	UNITED STATES TREASURY 3.875 07/31/2027	1,000,000.00	07/30/2025 3.92%	999,101.56 999,291.09	100.58 3.49%	1,005,820.00 16,216.03	0.15% 6,528.91	Aa1/AA+ AA+	1.58 1.50
91282CLG4	UNITED STATES TREASURY 3.75 08/15/2027	2,000,000.00	06/23/2025 3.81%	1,997,343.75 1,997,992.53	100.41 3.48%	2,008,282.00 28,328.80	0.31% 10,289.47	Aa1/AA+ AA+	1.62 1.54

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Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
91282CFM8	UNITED STATES TREASURY 4.125 09/30/2027	1,200,000.00	03/27/2025 4.00%	1,203,656.25 1,202,542.61	101.07 3.48%	1,212,843.60 12,646.98	0.19% 10,300.99	Aa1/AA+ AA+	1.75 1.65
91282CLQ2	UNITED STATES TREASURY 3.875 10/15/2027	1,000,000.00	11/12/2024 4.31%	988,164.06 992,760.76	100.67 3.48%	1,006,680.00 8,303.57	0.15% 13,919.24	Aa1/AA+ AA+	1.79 1.70
91282CPE5	UNITED STATES TREASURY 3.5 10/31/2027	1,000,000.00	11/13/2025 3.60%	998,203.13 998,323.59	100.02 3.48%	1,000,234.00 5,994.48	0.15% 1,910.41	Aa1/AA+ AA+	1.83 1.74
91282CLX7	UNITED STATES TREASURY 4.125 11/15/2027	1,000,000.00	11/06/2024 4.25%	996,484.38 997,807.15	101.14 3.49%	1,011,406.00 5,355.66	0.16% 13,598.85	Aa1/AA+ AA+	1.87 1.78
91282CGC9	UNITED STATES TREASURY 3.875 12/31/2027	1,000,000.00	-- 4.11%	993,000.01 995,677.85	100.75 3.48%	1,007,461.00 107.04	0.15% 11,783.15	Aa1/AA+ AA+	2.00 1.91
91282CMF5	UNITED STATES TREASURY 4.25 01/15/2028	1,000,000.00	01/07/2025 4.37%	996,718.75 997,770.55	101.47 3.49%	1,014,727.00 19,633.15	0.16% 16,956.45	Aa1/AA+ AA+	2.04 1.90
91282CGP0	UNITED STATES TREASURY 4.0 02/29/2028	1,000,000.00	12/30/2024 4.31%	990,820.31 993,729.20	101.04 3.49%	1,010,430.00 13,591.16	0.16% 16,700.80	Aa1/AA+ AA+	2.16 2.03
91282CGT2	UNITED STATES TREASURY 3.625 03/31/2028	1,200,000.00	-- 3.84%	1,191,730.48 1,194,679.24	100.27 3.50%	1,203,187.20 11,114.01	0.19% 8,507.96	Aa1/AA+ AA+	2.25 2.12
91282CHA2	UNITED STATES TREASURY 3.5 04/30/2028	1,000,000.00	-- 3.71%	994,277.34 995,354.10	99.98 3.51%	999,844.00 5,994.48	0.15% 4,489.90	Aa1/AA+ AA+	2.33 2.20
91282CHE4	UNITED STATES TREASURY 3.625 05/31/2028	1,000,000.00	03/27/2025 4.03%	988,085.94 990,951.48	100.26 3.51%	1,002,617.00 3,186.81	0.15% 11,665.52	Aa1/AA+ AA+	2.42 2.28
91282CHK0	UNITED STATES TREASURY 4.0 06/30/2028	500,000.00	-- 3.96%	500,628.91 500,411.59	101.17 3.51%	505,859.50 55.25	0.08% 5,447.91	Aa1/AA+ AA+	2.50 2.36
91282CHQ7	UNITED STATES TREASURY 4.125 07/31/2028	2,000,000.00	06/23/2025 3.80%	2,018,984.38 2,015,784.01	101.49 3.51%	2,029,844.00 34,524.46	0.31% 14,059.99	Aa1/AA+ AA+	2.58 2.39
91282CNU1	UNITED STATES TREASURY 3.625 08/15/2028	1,500,000.00	08/14/2025 3.70%	1,496,777.34 1,497,186.05	100.25 3.52%	1,503,808.50 20,538.38	0.23% 6,622.45	Aa1/AA+ AA+	2.62 2.45
91282CJA0	UNITED STATES TREASURY 4.625 09/30/2028	500,000.00	-- 3.90%	513,722.66 509,161.95	102.83 3.53%	514,140.50 5,908.31	0.08% 4,978.55	Aa1/AA+ AA+	2.75 2.54
91282CPC9	UNITED STATES TREASURY 3.5 10/15/2028	1,000,000.00	11/13/2025 3.60%	997,343.75 997,463.36	99.90 3.54%	998,984.00 7,500.00	0.15% 1,520.64	Aa1/AA+ AA+	2.79 2.61
9128285M8	UNITED STATES TREASURY 3.125 11/15/2028	2,000,000.00	09/03/2025 3.60%	1,971,406.25 1,974,319.48	98.88 3.54%	1,977,656.00 8,114.64	0.30% 3,336.52	Aa1/AA+ AA+	2.88 2.71
91282CJR3	UNITED STATES TREASURY 3.75 12/31/2028	1,000,000.00	-- 4.11%	986,164.07 990,209.59	100.57 3.55%	1,005,664.00 103.59	0.15% 15,454.41	Aa1/AA+ AA+	3.00 2.81

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Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
91282CJW2	UNITED STATES TREASURY 4.0 01/31/2029	1,000,000.00	01/28/2025 4.32%	988,281.25 990,980.65	101.27 3.56%	1,012,734.00 16,739.13	0.16% 21,753.35	Aa1/AA+ AA+	3.08 2.83
91282CKG5	UNITED STATES TREASURY 4.125 03/31/2029	500,000.00	-- 3.87%	505,238.28 503,709.25	101.66 3.58%	508,281.50 5,269.57	0.08% 4,572.25	Aa1/AA+ AA+	3.25 2.99
91282CKX8	UNITED STATES TREASURY 4.25 06/30/2029	1,000,000.00	-- 3.90%	1,014,421.88 1,011,140.22	102.11 3.60%	1,021,133.00 117.40	0.16% 9,992.78	Aa1/AA+ AA+	3.50 3.23
91282CLK5	UNITED STATES TREASURY 3.625 08/31/2029	1,000,000.00	-- 3.84%	990,937.50 993,017.58	99.98 3.63%	999,844.00 12,316.99	0.15% 6,826.42	Aa1/AA+ AA+	3.67 3.36
91282CLN9	UNITED STATES TREASURY 3.5 09/30/2029	2,400,000.00	09/16/2025 3.54%	2,396,250.00 2,396,519.67	99.54 3.63%	2,388,844.80 21,461.54	0.37% (7,674.87)	Aa1/AA+ AA+	3.75 3.45
91282CLR0	UNITED STATES TREASURY 4.125 10/31/2029	1,000,000.00	11/12/2024 4.32%	991,562.50 993,489.21	101.71 3.64%	1,017,109.00 7,064.92	0.16% 23,619.79	Aa1/AA+ AA+	3.83 3.49
91282CMA6	UNITED STATES TREASURY 4.125 11/30/2029	1,000,000.00	01/23/2025 4.46%	985,664.07 988,432.50	101.73 3.65%	1,017,266.00 3,626.37	0.16% 28,833.50	Aa1/AA+ AA+	3.91 3.58
91282CMD0	UNITED STATES TREASURY 4.375 12/31/2029	1,000,000.00	01/10/2025 4.53%	993,242.19 994,557.97	102.67 3.65%	1,026,719.00 120.86	0.16% 32,161.03	Aa1/AA+ AA+	4.00 3.65
91282CGQ8	UNITED STATES TREASURY 4.0 02/28/2030	1,200,000.00	04/08/2025 3.92%	1,204,031.25 1,203,428.59	101.27 3.67%	1,215,280.80 16,309.39	0.19% 11,852.21	Aa1/AA+ AA+	4.16 3.75
91282CMU2	UNITED STATES TREASURY 4.0 03/31/2030	1,500,000.00	-- 3.82%	1,512,304.69 1,510,550.01	101.27 3.67%	1,519,101.00 15,329.67	0.23% 8,550.99	Aa1/AA+ AA+	4.25 3.84
91282CNG2	UNITED STATES TREASURY 4.0 05/31/2030	1,550,000.00	-- 3.94%	1,554,279.30 1,553,801.17	101.27 3.68%	1,569,737.70 5,450.55	0.24% 15,936.53	Aa1/AA+ AA+	4.41 4.00
91282CNN7	UNITED STATES TREASURY 3.875 07/31/2030	1,200,000.00	08/14/2025 3.81%	1,203,421.88 1,203,159.24	100.74 3.70%	1,208,859.60 19,459.24	0.19% 5,700.36	Aa1/AA+ AA+	4.58 4.10
91282CNX5	UNITED STATES TREASURY 3.625 08/31/2030	2,400,000.00	09/16/2025 3.58%	2,404,500.00 2,404,236.32	99.64 3.71%	2,391,468.00 29,560.77	0.37% (12,768.32)	Aa1/AA+ AA+	4.67 4.20
91282CPD7	UNITED STATES TREASURY 3.625 10/31/2030	1,000,000.00	11/05/2025 3.76%	994,023.44 994,207.33	99.58 3.72%	995,781.00 6,208.56	0.15% 1,573.67	Aa1/AA+ AA+	4.83 4.36
Total US Treasury		52,300,000.00	3.93%	52,176,161.31 52,210,311.79	100.58 3.56%	52,598,994.95 466,838.70	8.09% 388,683.16		2.58 2.39
Total Portfolio		650,130,898.98	3.60%	649,258,236.35 649,410,786.04	16.76 3.54%	650,311,448.09 874,750.54	100.00% 900,662.05		0.48 0.41

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Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
Total Market Value + Accrued						651,186,198.63			

TRANSACTIONS

TRANSACTION LEDGER



San Diego Community Power ConsAgg | Account #11452 | 10/01/2025 Through 12/31/2025 |

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	10/21/2025	38141GD27	470,000.00	GOLDMAN SACHS GROUP INC 4.153 10/21/2029	100.000	4.37%	(470,000.00)	0.00	(470,000.00)	0.00
Purchase	10/23/2025	141781CF9	125,000.00	CARGILL INC 4.125 10/23/2030	99.982	4.13%	(124,977.50)	0.00	(124,977.50)	0.00
Purchase	10/23/2025	141781CF9	125,000.00	CARGILL INC 4.125 10/23/2030	99.973	4.13%	(124,966.25)	0.00	(124,966.25)	0.00
Purchase	10/23/2025	141781CF9	75,000.00	CARGILL INC 4.125 10/23/2030	99.741	4.18%	(74,805.75)	0.00	(74,805.75)	0.00
Purchase	10/23/2025	141781CF9	175,000.00	CARGILL INC 4.125 10/23/2030	99.928	4.14%	(174,874.00)	0.00	(174,874.00)	0.00
Purchase	10/24/2025	161571HZ0	1,000,000.00	CHAIT 2025-1 A 4.16 07/15/2030	101.113	3.76%	(1,011,132.81)	(1,040.00)	(1,012,172.81)	0.00
Purchase	10/24/2025	38141GD27	500,000.00	GOLDMAN SACHS GROUP INC 4.153 10/21/2029	100.039	4.14%	(500,195.00)	(173.04)	(500,368.04)	0.00
Purchase	10/24/2025	141781CF9	250,000.00	CARGILL INC 4.125 10/23/2030	99.924	4.14%	(249,810.00)	(28.65)	(249,838.65)	0.00
Purchase	10/24/2025	00287YBX6	750,000.00	ABBVIE INC 3.2 11/21/2029	97.061	3.99%	(727,957.50)	(10,200.00)	(738,157.50)	0.00
Purchase	10/29/2025	459058LY7	1,000,000.00	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.5 10/28/2030	99.172	3.68%	(991,720.00)	(97.22)	(991,817.22)	0.00
Purchase	10/31/2025	90RCBB\$03	62,313,099.66	RCB MMKT	1.000	2.46%	(62,313,099.66)	0.00	(62,313,099.66)	0.00
Purchase	10/31/2025	90RCBB\$04	559,298.52	RCB ICS	1.000	4.32%	(559,298.52)	0.00	(559,298.52)	0.00
Purchase	11/05/2025	24422EYF0	1,000,000.00	JOHN DEERE CAPITAL CORP 4.375 10/15/2030	100.692	4.22%	(1,006,920.00)	(2,430.56)	(1,009,350.56)	0.00
Purchase	11/06/2025	91282CPD7	1,000,000.00	UNITED STATES TREASURY 3.625 10/31/2030	99.402	3.76%	(994,023.44)	(600.83)	(994,624.27)	0.00
Purchase	11/14/2025	91282CPC9	1,000,000.00	UNITED STATES TREASURY 3.5 10/15/2028	99.734	3.60%	(997,343.75)	(2,884.62)	(1,000,228.37)	0.00

TRANSACTION LEDGER



San Diego Community Power ConsAgg | Account #11452 | 10/01/2025 Through 12/31/2025 |

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
Purchase	11/14/2025	91282CPE5	1,000,000.00	UNITED STATES TREASURY 3.5 10/31/2027	99.820	3.60%	(998,203.13)	(1,353.59)	(999,556.72)	0.00
Purchase	11/17/2025	096912AD2	630,000.00	BMWLT 2025-1 A3 4.43 06/26/2028	100.621	3.99%	(633,912.89)	(1,705.55)	(635,618.44)	0.00
Purchase	11/17/2025	912797RA7	500,000.00	UNITED STATES TREASURY 01/02/2026	99.508	3.93%	(497,538.68)	0.00	(497,538.68)	0.00
Purchase	11/17/2025	912797SJ7	500,000.00	UNITED STATES TREASURY 02/03/2026	99.181	3.86%	(495,906.35)	0.00	(495,906.35)	0.00
Purchase	11/17/2025	912797ST5	500,000.00	UNITED STATES TREASURY 03/03/2026	98.888	3.87%	(494,442.36)	0.00	(494,442.36)	0.00
Purchase	11/19/2025	3137F62M8	500,000.00	FHMS K-118 A2 1.493 09/25/2030	89.098	4.02%	(445,488.28)	(373.25)	(445,861.53)	0.00
Purchase	11/30/2025	90RCBB\$04	18,593,807.07	RCB ICS	1.000	4.31%	(18,593,807.07)	0.00	(18,593,807.07)	0.00
Purchase	12/09/2025	717081FD0	700,000.00	PFIZER INC 4.2 11/15/2030	100.074	4.18%	(700,518.00)	(1,470.00)	(701,988.00)	0.00
Purchase	12/18/2025	3137F72P9	600,000.00	FHMS K-120 A2 1.5 10/25/2030	89.176	3.98%	(535,054.69)	(425.00)	(535,479.69)	0.00
Purchase	12/31/2025	90RCBB\$03	80,742,041.59	RCB MMKT	1.000	4.20%	(80,742,041.59)	0.00	(80,742,041.59)	0.00
Purchase	12/31/2025	90LAIF\$00	100,000.00	Local Agency Investment Fund State Pool	1.000	3.98%	(100,000.00)	0.00	(100,000.00)	0.00
Purchase	12/31/2025	90RCBB\$04	618,458.80	RCB ICS	1.000	4.25%	(618,458.80)	0.00	(618,458.80)	0.00
Total Purchase			175,326,705.64				(175,176,496.02)	(22,782.31)	(175,199,278.33)	0.00
TOTAL ACQUISITIONS			175,326,705.64				(175,176,496.02)	(22,782.31)	(175,199,278.33)	0.00
DISPOSITIONS										
Sale	10/16/2025	78016HZX1	(200,000.00)	ROYAL BANK OF CANADA 5.069 07/23/2027	100.773	4.72%	201,546.00	2,337.37	203,883.37	1,044.96
Sale	10/22/2025	78016HZX1	(300,000.00)	ROYAL BANK OF CANADA 5.069 07/23/2027	100.778	4.73%	302,334.00	3,759.51	306,093.51	1,604.68

TRANSACTION LEDGER



San Diego Community Power ConsAgg | Account #11452 | 10/01/2025 Through 12/31/2025 |

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
Sale	10/22/2025	89115A3A8	(200,000.00)	TORONTO-DOMINION BANK 4.568 12/17/2026	100.740	4.70%	201,480.00	3,172.22	204,652.22	1,763.10
Sale	11/30/2025	90RCBB\$03	(32,340,290.67)	RCB MMKT	1.000	4.26%	32,340,290.67	0.00	32,340,290.67	0.00
Sale	12/09/2025	09290DAH4	(300,000.00)	BLACKROCK INC 4.6 07/26/2027	101.190	4.42%	303,570.00	5,098.33	308,668.33	2,772.63
Sale	12/16/2025	912797RA7	(500,000.00)	UNITED STATES TREASURY 01/02/2026	99.830	3.93%	499,147.64	0.00	499,147.64	57.26
Total Sale			(33,840,290.67)				33,848,368.31	14,367.43	33,862,735.74	7,242.62
TOTAL DISPOSITIONS			(33,840,290.67)				33,848,368.31	14,367.43	33,862,735.74	7,242.62

IMPORTANT DISCLOSURES



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Information contained herein is confidential. Prices are provided by ICE Data Services Inc (“IDS”), an independent pricing source. In the event IDS does not provide a price or if the price provided is not reflective of fair market value, Chandler will obtain pricing from an alternative approved third party pricing source in accordance with our written valuation policy and procedures. Our valuation procedures are also disclosed in Item 5 of our Form ADV Part 2A.

Performance results are presented gross-of-advisory fees and represent the client’s Total Return. The deduction of advisory fees lowers performance results. These results include the reinvestment of dividends and other earnings. Past performance may not be indicative of future results. Therefore, clients should not assume that future performance of any specific investment or investment strategy will be profitable or equal to past performance levels. All investment strategies have the potential for profit or loss. Economic factors, market conditions or changes in investment strategies, contributions or withdrawals may materially alter the performance and results of your portfolio.

Index returns assume reinvestment of all distributions. Historical performance results for investment indexes generally do not reflect the deduction of transaction and/or custodial charges or the deduction of an investment management fee, the incurrence of which would have the effect of decreasing historical performance results. It is not possible to invest directly in an index.

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Fixed income investments are subject to interest, credit and market risk. Interest rate risk: the value of fixed income investments will decline as interest rates rise. Credit risk: the possibility that the borrower may not be able to repay interest and principal. Low rated bonds generally have to pay higher interest rates to attract investors willing to take on greater risk. Market risk: the bond market in general could decline due to economic conditions, especially during periods of rising interest rates.

Ratings information have been provided by Moody’s, S&P and Fitch through data feeds we believe to be reliable as of the date of this statement, however we cannot guarantee its accuracy.

Security level ratings for U.S. Agency issued mortgage-backed securities (“MBS”) reflect the issuer rating because the securities themselves are not rated. The issuing U.S. Agency guarantees the full and timely payment of both principal and interest.

Benchmark	Disclosure
ICE BofA 1-5 Yr Unsubordinated US Treasury & Agency Index	The ICE BofA 1-5 Year Unsubordinated US Treasury & Agency Index tracks the performance of US dollar denominated US Treasury and nonsubordinated US agency debt issued in the US domestic market. Qualifying securities must have an investment grade rating (based on an average of Moody's, S&P and Fitch). Qualifying securities must have at least one year remaining term to final maturity and less than five years remaining term to final maturity, at least 18 months to maturity at time of issuance, a fixed coupon schedule, and a minimum amount outstanding of \$1 billion for sovereigns and \$250 million for agencies.



SAN DIEGO COMMUNITY POWER

Staff Report - Item 9

To: Board of Directors

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

Via: Karin Burns, Chief Executive Officer

Subject: Community Advisory Committee Monthly Update

Date: March 26, 2026

Recommendation

Receive and file the Community Advisory Committee (CAC) monthly update.

Background

Per Section 5.10.3 of the San Diego Community Power (Community Power) Joint Powers Authority Agreement:

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

At the direction of the Board Chair, the CAC provides quarterly reports to the Board of Directors on the regular agenda and monthly updates on the consent agenda. The next quarterly report is expected to be provided at the March 26, 2026, Board meeting.

Analysis and Discussion

During the March 12, 2026, regular CAC meeting, Chair Harris (City of La Mesa) welcomed new Community Power staff and led the approval of the consent agenda, which included updates on Customer Operations, Marketing, Public Relations, Power Services, and Programs. Members also welcomed a new member representing National City, Sorayda Santos. Members then introduced themselves, sharing their many leadership positions in similar boards and interest in the sustainability space.

The CAC heard from the Power Services team on the Inclusive and Sustainable Workforce Policy Amendments and Updates to Energy Proposal Evaluation Criteria recently adopted by the Board of Directors. Members asked how these changes might impact workforce and supplier diversity and education, and commended staff for their leadership in this space. Members also had procedural questions about the item, which was not heard at the CAC prior to Board adoption.

Members also had an opportunity to provide feedback to begin shaping a Community Benefits Framework. Members were supportive of the flexibility grantmaking may provide to augment the Solar Battery Savings program and incentivize similar measures that address energy affordability. Members felt strongly that these funds should be available to member agencies and schools, and that a portion of the funds should benefit the communities adjacent to the developments.

No items were recommended for the Board of Directors. Chief Operating Officer Jack Clark shared announcements on the City of Coronado City Council voting to join Community Power and Community Power recently achieving a favorable credit rating. Members shared announcements on legal outcomes that will benefit local nonprofits and upcoming events as part of Earth Day. As of March 26, 2026, the CAC has two vacancies representing the City of Encinitas and the City of Imperial Beach.

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
Patrick Welch, Associate Director of Legislative Affairs

Via: Karin Burns, Chief Executive Officer

Subject: Update on Regulatory and Legislative Affairs

Date: March 26, 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

Integrated Resource Planning

On March 5, 2026, the California Public Utilities Commission (CPUC) issued a [Final Decision](#) requiring 2029-2032 electric resource procurements and transmitting portfolios for the 2026-2027 Transmission Planning Process (TPP). For a summary of the original Proposed Decision and the opening comments of Community Power's trade association, the California Community Choice Association (CalCCA), please see the [February regulatory update](#) to the Board of Directors starting on page 311.

The Decision made several changes in response to party comments on the Proposed Decision, including:

- Structuring the new procurement order in three tranches, as opposed to two: requiring 2,000 megawatts (MW) of net qualifying capacity (NQC) by 2030, another 2,000 MW NQC, by 2031, and an additional 2,000 MW NQC by 2032.
 - Community Power's obligation will be 81 MW each compliance year.

- Removing the cap on storage resources that can count towards the procurement order but requiring at least one-quarter of resources to have attributes that align with clean, firm resources and/or long-duration storage resources.
- Continuing other provisions previously adopted in the mid-term reliability procurement Decisions, including consideration of good faith efforts by load-serving entities and allowing baseline swaps.

Resource Adequacy (RA)

Track 1 Proposals

On March 6, 2026, more than 25 parties filed opening comments on proposals filed in Track 1 of the Resource Adequacy (RA) proceeding (R.25-10-003), which is focused on highest-priority refinements to the RA program. Proposals were filed on January 23, 2026, and workshops were held to review proposals on February 10 and 11. CalCCA filed extensive [opening comments](#) to clarify its proposal on data center load RA allocation as well as provide feedback on several proposals filed by other parties. Reply comments are due March 20, 2026.

Slice-of- Day Transactability

On February 23, 2026, the CPUC Energy Division filed its [Report on Transactability Within The Slice Of Day \(SOD\) Resource Adequacy \(RA\) Framework](#). The report evaluates whether transactability issues exist under the SOD RA framework and assesses the potential need, benefits, and feasibility of implementing an hourly load obligation trading mechanism, which Community Power and CalCCA have advocated for since the inception of the SOD framework.

The CPUC staff report found that while implementation is technically feasible, it would impose meaningful administrative burdens on CPUC staff, particularly during the early years of SOD implementation. As a result of this burden, combined with the limited evidence of need, uncertain magnitude of benefits, and heightened implementation risks, the report concludes that the potential gains do not outweigh the added complexity and risk of unintended consequences. CPUC staff therefore recommends continued monitoring of market performance as the SOD framework matures.

On March 3, 2026, CalCCA filed its [proposal](#) on transactability, making the following recommendations to the CPUC:

- Adopt hourly load obligation trading to allow load serving entities (LSEs) to transact at the same granularity as the SOD requirements to promote affordability while maintaining reliability requirements;
- Invest in the software and systems to automate the RA validation process, given it appears the existing manual process is interfering with the adoption of fully vetted and well-supported policy proposals; and

- If the CPUC declines to invest in automation of the RA validation process, adopt temporary guardrails to aid in assessing compliance.

Opening comments on transactability proposals are due March 16, 2026.

Power Charge Indifference Adjustment (PCIA)

Track 2 Testimony

On March 2, 2026, parties filed [opening testimony](#) in Track 2 of the *Rulemaking to Update and Reform Energy Resource Recovery Account (ERRA) and Power Charge Indifference Adjustment (PCIA) Policies and Processes (R.25-02-005)*. Track 2 addresses the valuation of pre-2019 renewable energy credits (RECs) and how that valuation is applied to investor-owned utility (IOU) bundled customers and departed load customers, like those of community choice aggregators (CCAs), such as Community Power. Brian Dickman of NewGen Strategies prepared direct testimony on behalf of CalCCA laying out the case for why pre-2019 RECs must be properly valued to ensure there is no cost shifting onto unbundled CCA customers. Reply testimony will be served on March 23 and a potential CPUC staff proposal is expected to be issued no later than March 27, 2026.

Track 3 Ruling

On February 20, 2026, the CPUC issued a [Ruling](#) requesting feedback on questions related to the scope of Track 3 for the *Rulemaking to Update and Reform Energy Resource Recovery Account (ERRA) and Power Charge Indifference Adjustment (PCIA) Policies and Processes*. The Ruling states that Track 3 intends to address the “broader set of remaining issues” and seeks to get up-to-date perspectives and priorities. Importantly, the Ruling also addresses data confidentiality/data access, which CalCCA has been pushing both at the Commission and with the investor-owned utilities.

The Ruling asks the following:

1. What issues should be addressed in Track 3 of this proceeding? If you have views on how these issues should be prioritized, also provide that input.
2. There may be data confidentiality and/or data access issues that affect how issues can or should be addressed by the parties. What data confidentiality issues are likely to arise in Track 3? How should the scope and schedule of Track 3 address these issues?
3. How long do you expect Track 3 will take to complete? What process/timing interdependencies may there be?

Opening comments are due March 27, 2026.

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 2023 ERRA Compliance Case

On February 13, 2026, the CPUC issued a [Proposed Decision](#) approving with modification of SDG&E's Application for Approval of Energy Resource Recovery Account Compliance for 2023.

The Proposed Decision adopted several positions aligned with what Community Power jointly argued for with Clean Energy Alliance in the case, including:

- **Retained Resource Adequacy (RA):** In response to the Joint CCAs, RA that SDG&E did not offer for sale because it maintained an "RA buffer" will be treated as retained RA and assigned a portfolio value using the agreed-upon methodology.
- **Retained Renewable Energy Credits (RECs):** As agreed between SDG&E and the Joint CCAs, SDG&E's additional Retained RPS will be valued at \$3.2 million using the RPS Adder that SDG&E used for the rest of the Retained RPS.
- **Allocation of Revenue from Certain Battery Energy Storage Systems (BESS):** SDG&E is authorized to allocate the revenues from the Miguel Vanadium Redox Flow BESS and the Ramona Air Attack Base BESS to the California Independent System Operator net revenues for these battery systems in the Electric Distribution Fixed Cost Account for 2023.

However, the Proposed Decision also authorizes SDG&E to recover the under-collected amounts in its Green Tariff Shared Renewables (GTSR) program-related balancing accounts from all ratepayers through the Public Purpose Programs (PPP) charge. Community Power has consistently argued that the law prohibits SDG&E from collecting these program costs from non-participants, especially CCA customers who were ineligible to participate in the program.

To address this issue, Community Power and Clean Energy Alliance jointly filed [opening comments](#) on March 5 and held an Ex Parte meeting with Commissioner Reynolds' staff on March 6. Reply comments are due March 10 and the earliest the Proposed Decision can be heard by the Commission is March 19, 2026.

SDG&E's Demand Flexibility Rate Application

On February 2, 2026, SDG&E filed an [Application Requesting Approval of Demand Flexibility Rates](#). SDG&E seeks authority to offer new option demand flexibility rates, proposing day

ahead hourly price signals and location-based pricing to encourage load shifting. SDG&E requests a recovery of approximately \$11.3 million in implementation costs. SDG&E's application acknowledges limited expected participation, noting that most customers in the service territory receive generation service from CCAs and that similar pilots elsewhere remain under evaluation. Community Power and CEA jointly filed a [protest](#) on March 6 on the grounds that CCAs and their customers cannot meaningfully participate in the rate due to the unresolved real-time data access limitations and the absence of a viable dynamic rate pilot in SDG&E territory. The protest further opposes SDG&E's proposal to recover Demand Flex implementation costs through the Public Purpose Program, arguing it would result in inappropriate cost shifts to CCA customers who are ineligible for the rates. Other parties, including California Public Advocates, Utility Consumer Action Network, the Small Business Utility Advocates, Solar Energy Industries Association and CalCCA filed [protests](#) raising overlapping concerns focused primarily on cost recovery, equity, and participation.

Rulemaking to Improve California Climate Credit

The CPUC issued a [Proposed Decision](#) pausing the distribution of the 2026 Climate Credit by SDG&E, PG&E, and SCE. CalCCA filed comments on the Proposed Decision on March 2 urging the CPUC to withdraw the Proposed Decision to pause the April 2026 California Climate Credit, arguing it was issued without adequate notice, evidentiary support or opportunity for stakeholder input. CalCCA contends that the pause would likely increase administrative costs, reduce affordability for customers who experience high April bills, and create significant customer confusion due to insufficient time for education and outreach. Reply comments due by March 9. This matter may be voted on as soon as the March 19 CPUC meeting.

Rulemaking on Customer-Generated Renewables for Priority Communities

On February 25, 2026, parties filed comments on the Ruling requesting comments on proposed modifications to the Disadvantaged Communities-Single Family Solar Homes Program (DAC-SASH). Community Power's [comments](#) support targeted updates to the DAC-SASH program that preserve its core equity mission while modernizing program design, including incentivizing solar-paired storage at a reasonable level and enabling dual enrollment with complementary local programs. Community Power recommends strengthening project-level load review and transparency requirements for storage sizing and bill impacts, while opposing prescriptive thresholds or eligibility restrictions that could limit customer access or local flexibility. Community Power further supports expanding program eligibility by aligning DAC-SASH with broader state definitions of priority populations to increase equitable access. Other parties' [comments](#) largely focus on program funding continuity, the appropriate

use of accrued interest to cover administrative costs, and whether annual spending caps should remain fixed or flexible. There is broad agreement on preventing incentive over-collection beyond project costs, but disagreement over administrative cost allocation, external funding reporting, workforce requirements, and the scope of eligibility and storage participation.

Rulemaking to Update Distribution Level Interconnection Rules and Regulations

On March 3, the CPUC issued a [Scoping Memo and Ruling](#) establishing that the issues in the Rulemaking to Update Distribution Level Interconnection Rules (Rule 21) and Regulations. The proceeding will be addressed in multiple phases and set up the issues to be addressed in Phase 1. It also sets forth various questions for parties to address in Appendix A related to Phase 1, which broadly concern (1) Modifications to Screens Q and R, (2) Interconnection Timelines Established for IOUs, and (3) Interconnection Fees for Non-NEM Resources. Opening comments on these questions are due April 30 and reply comments are due May 29. The Energy Division will also hold workshops, as needed, to discuss priority of remaining issues.

B) State Legislative Activities Update

Community Power Officially Files Letter of Support on CalCCA's Two Sponsored Bills to Improve Access to Power Charge Indifference Adjustment Data and to Make the State's Resource Adequacy Program More Affordable

Community Power has filed official support letters on two pieces of legislation sponsored by the California Community Choice Association (CalCCA). The first is [AB 1761 \(Rogers\)](#), which is intended to bring improved transparency to the way the Power Charge Indifference Adjustment (PCIA) is calculated. Greater transparency allows CCAs to better forecast costs and shield customers from sudden rate swings. It reduces repeated fights over information, improves regulatory efficiency, and encourages utilities to verify calculations since the underlying data would be open to review. The bill has been referred to the Assembly Committee on Utilities & Energy.

The second bill is [SB 1138 \(Padilla\)](#), which seeks to make an important affordability improvement to the CPUC's Resource Adequacy (RA) program, which ensures load-serving entities (LSEs) like Community Power have enough capacity under contract to meet peak system and local needs. The bill would allow LSEs to trade hourly slice-of-day (SOD) obligations. An [analysis](#) by CalCCA found that savings from hourly trading could have reached \$179 million statewide in 2025. Estimated savings for Community Power in 2025 could have been as much as \$10.8 million. The bill has been referred to the Senate Committee on Energy,

Utilities & Communications. Both support letters are included as attachments and can also be found on our Legislative Priorities [webpage](#).

Community Power Signs onto Two Coalition Letters Seeing Funds for Customer-Sited Batteries and Heat Pumps

Community Power joined a coalition of other groups requesting \$75 million in state funding for the Demand Side Grid Support (DSGS) program at the California Energy Commission (CEC). The program can help provide incentives for batteries, which would complement Community Power's Solar Battery Savings programs. Community Power also joined a second coalition pushing for additional funding for the Technology and Equipment for Clean Heating (TECH) program, which provides incentives to accelerate the adoption of electric heat pumps in homes. Both letters are included as attachments.

Community Power Supports Legislation on Portable Solar Devices and Resource Modelling

Community Power adopted a support position on [SB 868 \(Wiener\)](#), which will help accelerate deep decarbonization, promote local development, and strengthen community resilience—while keeping affordability and equity at the center of the clean energy transition. Portable solar may prove to be a useful technology in San Diego, where a significant share of households are renters and face structural barriers to participating in rooftop solar programs. By clarifying how customers can use portable solar generation devices, SB 868 (Wiener) can help expand access to clean, customer-sited options for residents who may not be able to install rooftop solar.

Importantly, the legislation ensures that portable solar generators meet safety standards. These safeguards include relying on an Underwriters Laboratories standard or an equivalent nationally recognized testing laboratory certification. All portable generation devices under SB 868 (Wiener) must include a feature that isolates it from the building's electrical system to prevent it from back feeding onto the electric grid during power outages. The support letter is included as an attachment.

Community Power also filed a support letter on [AB 2111 \(Papan\)](#), sponsored by Sonoma Clean Power. It provides common sense direction to the CPUC on electric generation and storage resource modeling assumptions that inform the annual transmission planning process at the CAISO. The legislation will help ensure the right amount of transmission is built in the right places, it will promote resource diversity, and it will help prevent unnecessary ratepayer costs based on fixed assumptions. The support letter is included as an attachment.

Assembly and Senate Energy Committees Hold Three Oversight Hearings to Assess Progress on Clean Energy and Community Solar, and to Exercise Oversight Over the CPUC

Signaling a strong interest in energy policy, there were three energy oversight hearings over the span of three weeks. On February 18, the Assembly Committee on Utilities & Energy held an oversight hearing titled “Assessing Progress in Developing Clean Energy” (here is the [agenda](#) and [background](#) paper). The hearing explored the impact that recent federal policy changes have had on the timeline for renewable and clean energy project delivery. Federal tax incentives are now subject to earlier phase-outs under H.R. 1 – signed into law by the President in July 2025 – compressing development timelines and increasing financial exposure for both developers and ratepayers.

During the hearing, the chair of the committee made clear that this is not solely a climate policy discussion. The loss of federal tax credits would directly affect electricity affordability. She noted that developers facing higher capital costs will inevitably pass those costs through power purchase agreements, which in turn impact ratepayers. Therefore, speed is not just about climate compliance; it is about protecting Californians from higher utility bills.

Panelists representing independent energy producers, the environmental community, and Southern California Edison, outlined the complexity of the new federal rules that create potential new structural barriers that may slow resource deployment. The hearing was also an opportunity to hear from the state’s energy agencies (such as the CPUC) about their response to Executive Order N-33-25, issued in August 2025 by the Governor. The order directed state agencies to accelerate siting, permitting, and construction of clean energy projects considering federal policy changes. The CPUC testified about recent capacity additions, long-term procurement targets, and extensive regulatory and transmission planning coordination, while the California Independent System Operator explained its recent transmission interconnection queue reforms and proactive transmission development to meet rising demand. The Governor’s Office of Economic and Business Development also explained the Tracking Energy Development task force’s role in monitoring project development.

On February 25, the Committee held a second oversight hearing to first determine outcomes on the state’s community solar program. The hearing featured staff from the CPUC, who explained outcomes stemming from AB 2316 (Ward, 2022), which directed the Commission to create a cost-effective community renewable energy program. The hearing also featured members of the community solar sector who criticized the CPUC’s implementation of the bill, arguing the CPUC’s implementation does not effectively facilitate the development of community solar projects because the rules rely on tariffs based on wholesale, and not retail, prices. The committee agenda is [here](#) and the background paper is [here](#).

The second part of the oversight hearing was the annual oversight hearing of the CPUC, CEC, and CAISO. The leaders of each agency appeared before the committee to face questions on a wide variety of issues, such as regional market integration, ratepayer affordability, and wildfire mitigation. The background paper for that portion of the hearing is [here](#).

Finally, the Senate Committee on Energy, Utilities and Communications held an oversight hearing on March 3. This hearing in particular was an opportunity to hear from the new CPUC President John Reynolds, who the week prior replaced outgoing President Alice Reynolds (no relation). The focal point of the hearing ended up being largely on affordability issues, with numerous questions lobbed at panelists about the utility rate of return. The hearing also featured an overview of energy market regulation by Severin Borenstein, the Faculty Director for the Energy Institute at the Haas School of Business – University of California, Berkeley. The agenda can be found [here](#) and the committee background paper found [here](#).

C) Federal Activities Update

Community Power is tracking several implementation matters related to H.R. 1, the One Big Beautiful Bill Act signed into law in July 2025. Among other things, the large reconciliation bill changed clean energy tax credit eligibility. Importantly, the legislation changed the Clean Electricity Production Tax Credit and the Clean Electricity Investment Tax Credit, also known as the PTC and ITC, which previously allowed for a 30%-50% tax credit to the seller of a power purchase agreement to reduce the costs of a clean energy project. H.R. 1 ends the tax credits for solar and wind projects placed in service after December 31, 2027 – seven years earlier than under prior law – unless the project starts construction by July 4, 2026. It also imposed new foreign sourcing material restrictions on all clean energy technologies, including energy storage.

State of California Joins Amicus Brief on Lawsuit Pertaining to Wind and Solar Start of Construction Standard

Three days after H.R. 1 was signed into law, the President issued an executive order titled “Ending Market Distorting Subsidies for Unreliable, Foreign-Controlled Energy Sources.” The [order](#) directed the U.S. Treasury to issue guidance to define the term “start of construction” as it pertains to solar and wind projects. Accordingly, the Internal Revenue Service (IRS) in August issued a [Notice](#) to tighten up the physical construction test relative to determining start of construction. Sellers of power purchase agreements (PPAs) bear the obligation to navigate the start of construction standards.

In February of this year, the State of California announced it joined on [an amicus brief](#) with several other states arguing that the IRS notice is unlawful and is causing many wind and solar projects to be abandoned. The court case is in the District Court for the District of Columbia.

IRS Rolls Out Interim Rules on Foreign Sourcing of Materials for Clean Energy Projects that Seek Tax Credit Eligibility

On February 12, 2026, the Treasury Department and IRS issued [initial guidance](#) regarding the foreign entity of concern (FEOC) restrictions placed on clean energy tax credits by H.R. 1. Under the law, tax credits may be denied if a project receives “material assistance” from a prohibited foreign entity, which includes companies that are owned, controlled, or influenced by certain foreign countries identified as covered nations, such as China, Russia, Iran, and North Korea. At a high level, the notice outlines initial safe harbors and calculations to determine whether a resource or product has received material assistance from a prohibited foreign entity. Importantly, the guidance states that the Administration intends to propose regulations regarding further definitions and the calculation of the material assistance restrictions that determine how much of a project’s components can be linked to a covered foreign nation before losing tax credit eligibility. Sellers of power purchase agreements bear the obligation to navigate the initial guidance.

Fiscal Impact

N/A

Attachments

- A: TECH Coalition Letter
- B: DSGS Coalition Letter
- C: AB 1761 (Rogers) Support Letter
- D: SB 1138 (Padilla) Support Letter
- E: SB 868 (Wiener) Support Letter
- F: AB 2111 (Papan) Support Letter

ITEM 10
ATTACHMENT A



Citizens' Climate Lobby
Contra Costa



February 10, 2026

The Honorable Gavin Newsom
Governor, State of California
1021 O Street, Suite 9000
Sacramento, CA 95814

The Honorable Robert Rivas
Speaker, California State Assembly
1021 O Street, Suite 8330
Sacramento, CA 95814

The Honorable Monique Limon
President pro Tempore, California State Senate
1021 O Street, Suite 8518
Sacramento, CA 95814

RE: Request for Budget Allocation to keep TECH Clean California Afloat

Dear Governor Newsom, Speaker Rivas, and President pro Tempore Limon,

On behalf of the below signed organizations, we respectfully urge your consideration of a budget allocation in fiscal year 2026-27 to California's flagship building electrification incentive program, TECH Clean California, which continues to offer a solution to a convergence of critical issues by lowering utility bills in the short term and long-term; adding cooling in the face of extreme heat; strengthening the grid; and decarbonizing to mitigate climate change.

Extreme heat has quickly emerged as one of California's most pressing public health problems. Record breaking heat events and temperatures in the triple digits have become the norm, even for historically-temperate regions of the state. California's building stock and energy infrastructure are not equipped to meet the needs of our residents in extreme heat events. Too many homes still lack access to AC, and the old, energy-inefficient AC systems that many homes do have place disproportionate strain on the electrical grid. For others, AC units are simply too expensive to run on hot summer afternoons when electricity demand—and prices—are at their highest. Extreme heat is on track to become the 7th leading cause of death in California, and could kill 11,300 Californians annually by 2050¹; the state urgently needs a solution that will grant access to cooling, stabilize the electrical grid, and be affordable for Californians to use.

Buildings are responsible for 25% of California's greenhouse gas emissions, primarily resulting from space and water cooling and heating.² This number is higher in the densest parts of the state. Buildings make up 43% of emissions in Los Angeles, and in the Bay Area, are

¹ ["Policy Recommendations: Recommended Maximum Safe Indoor Air Temperature"](#) California Department of Housing and Community Development, 2025

² ["Building Decarbonization"](#) California Air Resources Board

responsible for more NOx emissions than either passenger vehicles or power plants. To achieve our goal of carbon neutrality and building decarbonization by 2045, the state will need to decarbonize approximately 13 million housing units over the next 15 years. Smart climate solutions will reduce emissions and energy bills in addition to mitigating the worst impacts of extreme heat.

Heat pump systems are about 3 times more efficient than their traditional counterparts—meaning that they pose less strain on the grid compared to other AC units, and that installing a heat pump will save many Californians \$260 a year on their energy bills.³ Smart heating and cooling through demand management capabilities can further reduce energy bills and pressure on the grid.⁴ We cannot meet California’s climate resilience or mitigation needs without decarbonizing residential buildings, nor can we protect our communities from extreme heat without also ensuring reliable and affordable access to electricity.

TECH Clean California launched in 2021 and quickly became one of California’s most popular clean-energy incentive programs. TECH helps households transition from fossil-fueled appliances to high-efficiency, all-electric heat pumps, expanding access to clean, affordable cooling and space and water heating. TECH has a proven track record of quickly dispersing funding to Californians of all income levels, including stacking with regional and utility level programs and those targeted towards low-income households. These incentives are also incredibly cost-effective - costing the state less than \$200 per ton of GHG avoided. This impact is magnified by the air conditioning, energy affordability, and clean air benefits experienced directly and immediately by program recipients.

However, as of January 2026, TECH Clean California has exhausted its funding. These popular incentives were oversubscribed as soon as they became available. Without support in the upcoming fiscal year, this landmark program will be forced to shutter. Incentive programs like TECH are financially intensive for California to develop, launch, and scale from scratch. The TECH program has succeeded in installing over 62,900 heat pumps and dramatically increased the visibility and popularity of this technology in California. Maintaining program funding will ensure continued market momentum at a key time and ensure that valuable program structure remains intact while continuing to support Californians in making clean home upgrades.

For these reasons, we respectfully ask for an appropriation to support TECH Clean California in fiscal year 2026-27.

Sincerely,

³ [“Measured Impacts of TECH Heat Pump Installations”](#) Recurve, 2025

⁴ [“US building energy efficiency and flexibility as an electric grid resource”](#) ScienceDirect

Leslie Alden
Executive Director
Act Now Bay Area

JP Ross
Vice President, Local Development
Ava Community Energy

Philip M. Fine, Ph.D.
Executive Officer/APCO
Bay Area Air District

Viri Nguyen-Santoyo
Assistant Policy Director
BEI Cities

Madison Vander Klay
Sr Manager, Government Affairs
Building Decarbonization Action Fund

Joseph Desmond
Executive Director
California Efficiency & Demand Management Council

Bruce Hodge
Chair
Carbon Free Palo Alto

Andrew McNamara
Principal & Co-Founder
Carbon Zero Buildings, Inc.

Bill Olsen, Cynthia Mahoney
Co-Leaders
Citizens Climate Lobby - Contra Costa

Janet Cox
CEO
Climate Action California

Serena Pelka
Senior Policy Advocate
Climate Action Campaign

Glen Garfunkel
Co-Chair
Climate Reality - Silicon Valley

Lisa Swanson
Policy Chair
Climate Reality Project Orange County

Catherine Stafford
Director Child Health and Nutrition
CocoKids

Ada Waelder
Senior State Legislative Representative
Earthjustice

Megan Leary
Community Engagement and Policy Manager
Emerald Cities Northern California

Tony Sirna
Senior Policy Lead - Buildings
Evergreen Action

Stephanie Chen
Vice President of Legislative Affairs
MCE

Angela Evans
Director of Building Electrification
Menlo Spark

Patricia Terry
Senior Portfolio Manager
Northern Rural Energy Network

Ericka Flores
Clean Energy and Equity Advocate
NRDC

Steven Halligan
Regulatory and Legislative Manager
Orange County Power Authority

Antonio Diaz
Executive Director
PODER

Sven Thesen
Co-Founder
Project Green Home

Sean Armstrong
Managing Principal
Redwood Energy

James Becker
CEO
Richmond Community Foundation

Kelly Lyndon
Co-Chair
San Diego Building Electrification Coalition

Robert M. Gould, MD
President
San Francisco Bay Physicians for Social Responsibility

Alelia Parenteau
Director
Santa Barbara Clean Energy

Pauline Seales
Organizer
Santa Cruz Climate Action Network

Patrick Welch
Associate Director of Legislative Affairs
San Diego Community Power

Zach Struyk
Assistant Director
San Jose Clean Energy

Emily Blackmer
Director of Government and Community Affairs
Sierra Business Council

Gabriela Facio
Senior Policy Strategist
Sierra Club California

Bena Chang
Director of Government and Legislative Affairs
Silicon Valley Clean Energy

Adam Smith
Director Regulatory Relations
Southern California Edison

Colleen Corrigan
Sustainability and Resilience Policy Manager
SPUR

Ben Stapleton
CEO
USGBC California

Alejandra Tellez
Director - Ventura
3C-REN

Marti Roach
Co--chair Local Policy Team
350 Contra Costa Action

Cheryl Weiden
Steering Committee
350 Silicon Valley

Cc. Senator John Laird, Senator Eloise Gomez Reyes, Assemblymember Jesse Gabriel,
Assemblymember Steve Bennett

ITEM 10
ATTACHMENT B



REWIRING AMERICA



California Alliance for Community Energy

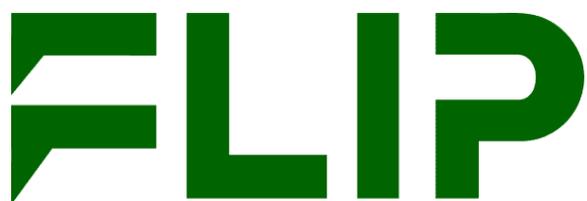


CALPIRG



Clean Coalition







February 12, 2026

The Honorable Jesse Gabriel
Assembly Budget Committee, Chair
1021 O Street, Suite 8230
Sacramento, CA 95814

The Honorable Steve Bennett
Assembly Budget Subcommittee No. 4 on
Climate Crisis, Resources, Energy, and
Transportation, Chair
1021 O Street, Suite 4710
Sacramento, CA 95814

RE: Restore Funding for the Demand Side Grid Support (DSGS) Program

Dear Chairs Gabriel and Bennett,

We respectfully urge you and your colleagues in the Legislature to appropriate at least \$75 million for the Demand Side Grid Support (DSGS) program in your finalized 2026 budget. As the nation's largest virtual power plant (VPP) program, DSGS provides significant clean emergency capacity, enabling California's transition away from fossil-fueled peaker plants and generating significant savings for Californians. **This program is especially critical as contracts for aging peaker plants expire at the end of 2026.**

DSGS is the only clean, dispatchable emergency capacity ready to replace fossil units and create a more reliable and affordable grid. Since its launch in 2022, the program has proven to be one of **California's most effective clean reliability programs, growing to more than 1,000 MW of dispatchable capacity,**¹ enough to power the peak electricity demand for all of San Francisco. In addition, if funded and structured properly, the program's distributed storage capacity could double by 2028 while generating an **estimated \$206 million in net savings for Californians.**² This program is especially important as California faces rising energy demand and delays to renewable energy projects. California cannot afford to leave any solution on the table in the transition to a clean energy economy, especially given our position as a technology leader, and the rising importance of energy as an input to technological development.

¹ <https://dsgs.olivineinc.com/faq/#program>

² The Brattle Group, *The Demand Side Grid Support Program: An Assessment of Scale and Value.*

However, without timely funding, DSGS providers will lack the certainty needed to maintain and expand these VPP resources, resulting in lost investment, customer attrition, and reduced reliability heading into the peak summer months. Many providers have already begun reallocating resources to other states due to uncertainty around California's commitment to DSGS, and a further funding delay would leave California with few alternatives, risking both reliability and higher costs for ratepayers. **Our power supply is still at risk of extreme weather events such as heatwaves, floods, and wildfires, and the DSGS program provides a low-cost, risk-free insurance policy to keep the lights on during the highest demand hours of the year. Furthermore, it is the largest and most accessible in-state option that can respond day-of.**

California has invested years of effort and hundreds of millions of private dollars in building DSGS into a national model for clean reliability. **Securing at least \$75 million before the peak summer months is the minimum step needed to keep the program viable, sustain private investment, and protect Californians from higher bills and unnecessary emissions.** This short-term funding commitment is an important bridge to the evolution of VPP participation in the California capacity and energy markets. We will look to leadership from the Governor's Office to support a process for VPPs to be integrated into those markets, **but it is vital that the existing DSGS program endures long enough for that process to materialize.**

We respectfully urge you to make DSGS funding an early and top priority for the 2026 legislative session to ensure California continues leading with clean, reliable, and cost-saving innovation.

Thank you for your leadership and attention to this urgent matter. We are available to provide any additional information or analysis you may need.

Sincerely,

Laura Deehan
State Director
Environment California

Merrian Borgeson
Director, California Climate & Energy
Natural Resources Defense Council

Ellie Cohen
State Director
The Climate Center

Rebecca Curry
Senior Manager, Western Regional Policy
Rewiring America

Katelyn Roedner Sutter
State Director, California
Environmental Defense Fund

Ardi Arian
Founder & CEO
Renewable America

Chloe Ames
Climate Policy Advisor
NextGen California

Gracyna Mohabir
Clean Air & Energy Regulatory Advocate
California Environmental Voters

Derek Chernow
Executive Director
Californians for Local Affordable Solar & Storage (CLASS)

Arnab Pal
Co-Founder & Executive Director
Deploy Action

Pauline Seales
Organizer
Santa Cruz Climate Action Network

Roger Lin
Senior Attorney
Center for Biological Diversity

Anthony Dang
Policy and Community Outreach Manager
Climate Action Campaign

Kerry Skemp
Policy Advisor
ev.energy

Josh Cohen
Head of Policy
SWTCH

Jared Satrom
Director of Energy Markets
Voltus, Inc.

Ruben Fontes
CEO
Forefront Power

Daniel Chandler
Steering Committee
350 Humboldt

Ryan Barnett
SVP, Policy & Market Development
Palmetto Solar, LLC

Ben Larralde
CEO
Flip Energy

Tam Hunt
Owner
Community Renewable Solutions LLC

Raghav Murali
Head of Policy & Compliance
PowerFlex

Zach Woogen
Executive Director
Vehicle-Grid Integration Council

Brendan O'Donnell
President & CEO
bodeEV Inc.

Anna Bella Korbatov
VP, Regulatory Affairs
Fermata Energy

Ali Chehrebsaz
CEO
TerraVerde Energy

Stephen Rosenblum
Energy Policy Team Lead
Climate Action California

Jenn Engstrom
State Director
CALPIRG

Patrick Welch
Associate Director of Legislative Affairs
San Diego Community Power

Demian Hardman
Board Chair
Local Government Sustainable Energy Coalition

Erik Lyon
Energy Regulatory Manager
Renew Home

Thomas Lee
Founder & President
Derapi

Frances Bell
CEO
Bidirectional Energy

Bernadette Del Chiaro
Senior Vice President, California
Environmental Working Group

Ben Stapleton
CEO
U.S. Green Building Council California

Bena Chang
Director of Government and Legislative Affairs
Silicon Valley Clean Energy

Tekira Briscoe
Alliance Operations Coordinator
California Alliance for Community Energy

Ben Schwartz
Policy Director
Clean Coalition

Stephanie Doyle
California Director
Solar Energy Industries Association

Allie Detrio
Chief Strategist
Microgrid Resources Coalition

Sam Sadle
Principal Legislative Manager
Ava Community Energy

Kate Unger
Senior Policy Advisor
California Solar & Storage Association

Meredith Roberts
Director, Policy and Regulatory Affairs
Generac Power Systems, Inc.

Tamara Dzubay
Senior Director, Energy
Ecobee

Yara Marin
Deputy Program Director, West
Vote Solar

Brandon Garcia
California Director
Advanced Energy United

Cc: The Honorable Robert Rivas, Speaker of the Assembly

ITEM 10
ATTACHMENT C

February 25, 2026

The Honorable Cottie Petrie Norris
Assembly Committee on Utilities & Energy
1020 N Street, Room 408A
Sacramento, CA 95814

Subject: AB 1761 (Rogers) Electricity: calculation methodology: data disclosure – **SUPPORT**

Dear Chair Petrie-Norris,

On behalf of San Diego Community Power (SDCP), I write in support of AB 1761 (Rogers). SDCP is a not-for-profit public agency that offers competitive, renewable, and community-focused electricity service to more than 965,000 customers across the cities of San Diego, Chula Vista, Encinitas, Imperial Beach, La Mesa, National City, as well as the unincorporated areas in the County of San Diego. The agency's mission is to deliver affordable, 100% renewable energy by 2035 or earlier and invest in the community to ensure an equitable and sustainable future for San Diego.

AB 1761 (Rogers) will provide needed transparency and process improvements to ensure that SDCP and other Community Choice Aggregators (CCAs) can verify the accuracy of the Power Charge Indifference Adjustment (PCIA) paid by customers, enabling SDCP to more confidently forecast rates. Electrical corporations, with the California Public Utilities Commission (CPUC), set the PCIA rate annually through multiple Energy Resource Recovery Account (ERRA) filings. Currently, accessing the underlying data requires an official, time-consuming discovery process and leads to inconsistent and untimely information, making it difficult for SDCP to check calculations and identify errors that ensure fair allocation costs across customers.

The PCIA is highly variable and has significant consequences for affordability. In January, SDCP's Board of Directors lowered electric generation rates by approximately \$13 per month on average, but the PCIA increased by over \$16 per month—an increase of more than 400% from the previous year when it was negative \$4.65. SDCP customers paid a PCIA of \$9.19 in 2022, \$7.19 in 2023, and \$2.42 in 2024. These fluctuations, combined with a lack of timely data, make it difficult for SDCP staff and the Board of Directors to plan for stable and affordable rates.

AB 1761 (Rogers) will simply require electrical corporations to automatically provide the underlying data to SDCP's reviewing representative – to maintain protections of market sensitive data – with each ERRA filing. This improved process and transparency will allow SDCP to better forecast costs, protect ratepayers from sudden rate changes, and increase confidence that ratepayers are paying their fair share—not more.

Thank you for considering our position. Please contact me or our representative, Amy Costa (amy@fullmoonstrategies.com), with any questions.

Sincerely,



Patrick Welch
Associate Director of Legislative Affairs

ITEM 10

ATTACHMENT D

February 27, 2026

The Honorable Ben Allen
Chair, Senate Committee on Energy, Utilities & Communications
1021 O Street, Suite 3350
Sacramento, CA 95814

Subject: SB 1138 (Padilla) Load-serving entities: resource adequacy requirements – **SUPPORT**

Dear Senator Allen,

On behalf of San Diego Community Power (SDCP), I write in support of SB 1138 (Padilla) and to respectfully request your support. SDCP is a not-for-profit public agency that provides competitive and community-focused renewable electricity service to more than 965,000 customers across the cities of San Diego, Chula Vista, Encinitas, Imperial Beach, La Mesa, National City and the unincorporated areas in the County of San Diego. SDCP's mission is to provide affordable 100% renewable energy by 2035 or sooner and invest in the community to create an equitable and sustainable future for San Diego.

SB 1138 (Padilla) is a common-sense, affordability-focused reform that corrects an oversight from implementation of the newly implemented slice of day (SOD) resource adequacy (RA) program at the CPUC. The SOD framework was first implemented last year and requires RA showings for each hour of each day. This represents a major shift from an RA program previously based on monthly gross peak load. Despite the CPUC's compliance focus on granularity, the RA market continues, and will continue, to offer products that are no shorter than 24 hours in length. This means that SDCP must often over procure RA to meet the new hourly showing requirement.

Without SB 1138 (Padilla) the SOD framework will remain misaligned with commercial realities, resulting in unnecessary expenses for ratepayers. The bill directs the CPUC to allow load-serving entities (LSEs) like SDCP to trade their load obligations on an hourly basis. This would allow SDCP and all LSEs to optimize their portfolios while continuing to meet SOD's rigorous RA standards. SDCP estimates that had hourly trading been in effect in 2025, it would have save our customers an estimated \$10.8 million, equivalent to roughly a 1% rate decrease.

Not only will hourly trading deliver real, near-term ratepayer savings, but it is also administratively consistent with how the CPUC designed SOD. During the proceeding to develop the new RA structure, SDCP argued against SOD due in part to administrative complexity concerns. Along with other CCAs, we supported a more streamlined approach that would have focused on summer peak and system net peak using effective load carrying capacity rather than 24 hours. Nonetheless, the CPUC adopted the SOD framework and as a result, SDCP like other LSEs, must file manual, excel spreadsheets monthly that have nine tabs along with a requirement to show hourly RA procurement for each month. This necessitates significant input by SDCP staff and also significant granular review by CPUC staff. SB 1138 (Padilla) does nothing to further confuse what is already an administratively complex compliance program. To implement the bill, the CPUC could simply consider adding tenth tab to the spreadsheet template where LSEs can document – and CPUC staff can validate – their load trades and swaps.

Hourly trading also maintains the rigor of the SOD paradigm and grid reliability. Trading load obligations does not shift any responsibility for SDCP or other LSEs to meet their RA requirements under SOD through capacity procurement. SDCP will still need to procure sufficient resources to meet their SOD requirements or face steep

penalties. Hourly trading simply allows one LSE to pay another LSE to trade for an hourly load obligation in an hour where the LSE is short and another is LSE long, creating a more efficient market. The receiving LSE still must show sufficient resources to cover the obligation in its own RA filing.

In closing, we applaud Senator Padilla for his leadership on the issue and urge your support for SB 1138 (Padilla) to help deliver ratepayer savings. Thank you for considering our position. Please contact me or our representative, Amy Costa (amy@fullmoonstrategies.com), with any questions.

Sincerely,



Patrick Welch
Associate Director of Legislative Affairs



ITEM 10
ATTACHMENT E

March 10, 2026

The Honorable Ben Allen, Chair
Senate Energy, Utilities and Communications Committee
1021 O Street, Suite 3350
Sacramento, CA 95814

Subject: SB 868 (Wiener) Electricity: portable solar generation devices – SUPPORT

Dear Senator Allen,

On behalf of San Diego Community Power (SDCP), I write in support of SB 868 (Wiener). SDCP is a not-for-profit public agency that offers competitive, renewable, and community-focused electricity service to more than 965,000 customers across the cities of San Diego, Chula Vista, Encinitas, Imperial Beach, La Mesa, National City, as well as the unincorporated areas in the County of San Diego. The agency's mission is to deliver affordable, 100% renewable energy by 2035 or earlier and invest in the community to ensure an equitable and sustainable future for San Diego.

SB 868 (Wiener) will help accelerate deep decarbonization, promote local development, and strengthen community resilience—while keeping affordability and equity at the center of the clean energy transition. Portable solar may prove to be a useful technology in San Diego, where a significant share of households are renters and face structural barriers to participating in rooftop solar programs. By clarifying how customers can use portable solar generation devices, SB 868 (Wiener) can help expand access to clean, customer-sited options for residents who may not be able to install rooftop solar.

Importantly, the legislation ensures that portable solar generators meet safety standards. These safeguards include relying on an Underwriters Laboratories standard or an equivalent nationally recognized testing laboratory certification. All portable generation devices under SB 868 (Wiener) must include a feature that isolates it from the building's electrical system to prevent it from backfeeding onto the electric grid during power outages.

For the reasons outlined above, SDCP is pleased to support SB 868 (Wiener). Please contact me or our representative, Amy Costa (amy@fullmoonstrategies.com), with any questions.

Sincerely,



Patrick Welch
Associate Director of Legislative Affairs

Cc: The Honorable Scott Wiener, 11th Senate District

ITEM 10
ATTACHMENT F

March 11, 2026

The Honorable Cottie Petrie Norris
Assembly Committee on Utilities & Energy
1020 N Street, Room 408A
Sacramento, CA 95814

Subject: AB 2111 (Papan) Electricity: transmission planning and transmission facilities – **SUPPORT**

Dear Assemblymember Petrie Norris,

On behalf of San Diego Community Power (SDCP), I write in support of AB 2111 (Papan). SDCP is a not-for-profit public agency that offers competitive, renewable, and community-focused electricity service to more than 965,000 customers across the cities of San Diego, Chula Vista, Encinitas, Imperial Beach, La Mesa, National City, as well as the unincorporated areas in the County of San Diego. The agency's mission is to deliver affordable, 100% renewable energy by 2035 or earlier and invest in the community to ensure an equitable and sustainable future for San Diego.

AB 2111 (Papan) provides common-sense direction to the California Public Utilities Commission (CPUC) on electric generation and storage resource modeling assumptions that inform the annual transmission planning process at the California Independent System Operator (CAISO). The legislation will help ensure the right amount of transmission is built in the right places, it will promote resource diversity, and it will help prevent against unnecessary ratepayer costs based on fixed assumptions.

Reflecting resource availability in the CAISO queue, where more than 90% of resources are solar, battery storage, and hybrid resources, SDCP has contracted for 3.4 gigawatts of renewable and storage capacity from local and geographically diverse solar, wind, and battery storage projects. We expect over 1.5 GWs of these resources to come online this year, marking a significant achievement for SDCP since we first started serving customers in 2021. AB 2111 (Papan) will support modelling of additional cost-effective renewable and zero-carbon resources, ultimately helping to lead to the development of new, diverse resources, including clean, firm resources like geothermal and long-duration storage, that buyers like SDCP could procure to complement their existing resource portfolios.

Thank you for considering our position. Please contact me or our representative, Amy Costa (amy@fullmoonstrategies.com), with any questions.

Sincerely,



Patrick Welch
Associate Director of Legislative Affairs

Cc: The Honorable Diane Papan, 21st Assembly District



SAN DIEGO COMMUNITY POWER

Staff Report – Item 11

To: Board of Directors

From: Jeb Spengler, Senior Strategic Finance Manager/Interim Treasurer

Via: Karin Burns, Chief Executive Officer

Subject: Adoption of Resolution 2026-06, Authorizing San Diego Community Power to Join the California Community Choice Financing Authority as a Founding Member

Date: March 26, 2026

Recommendation

Adoption of Resolution 2026-06, authorizing San Diego Community Power (Community Power) to participate as a founding member of the California Community Choice Financing Authority (CCCFA) and approving execution of the CCCFA Joint Powers Agreement.

Background

Community Power is responsible for procuring electric generation resources and managing financial and operational risks on behalf of its customers. As Community Power continues to scale its operations and diversify its power supply portfolio, access to flexible and cost-effective financing tools is an important component of its long-term strategy.

The California Community Choice Financing Authority (CCCFA) has been established as a joint powers authority to provide community choice aggregators with cooperative financing, credit support, and related services. CCCFA is intended to allow participating CCAs to leverage scale, share expertise, and access capital markets more efficiently than on a standalone basis.

Membership in CCCFA is divided into two tiers: the first tier consists of Founding Members and the second consists of Associate Members (as such terms are defined in the CCCFA Joint Powers Agreement). The Board of Directors of the CCCFA consist of one representative of each of the Founding Members, which currently consists of Ava Community Energy, Central Coast Community Energy, Marin Clean Energy, Silicon Valley Clean Energy and Clean Power Alliance. Each Founding Member has appointed a Director to represent the Founding Member.

The director is typically the Chief Executive Officer (CEO) or the designee of the CEO. Associate Members may be added to the CCCFA pursuant to the terms of the Joint Powers Agreement, provided that any such Associate Member possesses the power to purchase and sell electric energy and enter into related contracts for such purposes. Associate Members do not have representatives on the Board of Directors and participate subject to rules and governance documents established and shaped by the Founding Members.

Community Power joined CCCFA as an Associate Member in September 2024, the only membership tier available to new CCAs at the time. Since then, Community Power has worked closely with CCCFA as the counterparty to the first two clean energy prepayment transactions, as well as a third transaction that is currently in process as of the date of this staff report.

Analysis and Discussion

Under criteria established by the CCCFA Board, Associate members are eligible to become Founding Members subject to approval by both the CCA Board and the CCCFA Board. The criteria for becoming a Founding Member are outlined in the CCCFA Membership Criteria section of the CCCFA “Summary of Policies and Procedures For The Issuance Of Renewable Energy Prepayment Bonds”:

1. Be an Associate Member of CCCFA.
2. Comply with all requirements for founding membership under CCCFA’s JPA, including:
 - a. File a resolution of the applicant’s legislative body approving CCCFA’s JPA and requesting founding membership.
 - b. Receive approval of two-thirds of the entire CCCFA board as stated in JPA.
 - c. File an executed counterpart to the CCCFA JPA with the Board clerk.
 - d. Pay the new member fee (if 3.b below applies) and agree to pay ongoing costs for share of CCCFA planning costs, any prepay transaction fee, or any other future fees agreed upon by the Board.
3. Have either:
 - a. received energy deliveries through a CCCFA prepay transaction for a minimum of one year, or
 - b. employ a Director/Manager-level staff member with at least one year’s direct oversight of prepay issuances and prepay operations while employed by a Founding Member CCA.
4. Be in good standing in all compliance related obligations related to the energy prepay transaction, including but not limited to ongoing disclosures, arbitrage rebate reporting and payments, eligible energy deliveries and/or remediation.

5. Designate a CCA full-time employee (at Director/Manager level or above) to serve in the CCCFA Treasurer/Controller working group as an active participant for one year and commit to continued future contributions in the working group.
6. Be current on all CCCFA associated fees and other energy prepay related fees and payments.
7. Must comply with any other transactional requirements as set forth and required by CCCFA.

At this time, Community Power meets all the necessary requirements for becoming a Founding Member.

Community Power's load size, rapid growth, and long-term clean energy procurement strategy indicate that Community Power is likely to be a frequent and recurring user of CCCFA financing structures rather than an occasional participant. Community Power's resource portfolio relies on a combination of long-term power purchase agreements, largescale renewable and storage resources, and structured hedging strategies that are well suited to tax advantaged prepayment financing. Given this anticipated frequency of use, founding membership would allow Community Power to help shape CCCFA's governance, operating standards, and transaction frameworks in a manner aligned with Community Power's ongoing procurement and risk management needs, rather than participating episodically under rules established by others. Founding Membership would ensure direct and ongoing governance representation commensurate with Community Power's expected level of utilization of CCCFA.

Fiscal Impact

There are no fee differences between the membership tiers. All members are currently contributing to the operational costs associated with CCCFA through prepay transaction fees and an annual evaluation of required shortfalls that are covered through member cash calls. In January 2026, the member cash call for each of the 11 total members of CCCFA in 2025 was \$33,250. While in comparison, total energy cost savings between January 2025 and January 2026 for Community Power as a result of prepayment transactions through CCCFA totaled \$7.05 million. It is anticipated that total energy cost savings will begin to exceed \$20 million annually through the completion of Community Power's third transaction currently in process with CCCFA.

Strategic Plan

Given Community Power's anticipated frequent and recurring use of CCCFA financing, founding membership would provide governance influence, structural efficiency, and risk alignment commensurate with Community Power's level of participation. While associate membership provides transactional access, founding membership better aligns decision making authority with expected utilization and supports Community Power's long-term procurement, financial, and rate payer protection objectives.

Committee Review

This item was presented at the Finance and Risk Management Committee meeting of March 19, 2026. Committee members unanimously recommended Board adoption of Resolution No. 2026-06, Authorizing San Diego Community Power to Join the California Community Choice Financing Authority as a Founding Member.

Attachments

- A: Resolution No. 2026-06, Authorizing San Diego Community Power to Join the California Community Choice Financing Authority as a Founding Member
 - Exhibit A: Joint Powers Agreement
 - Exhibit B: By-Laws

ITEM 11
ATTACHMENT A

RESOLUTION NO. 2026-06

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF SAN DIEGO COMMUNITY POWER TO
APPROVE SAN DIEGO COMMUNITY POWER
BECOMING A CALIFORNIA COMMUNITY CHOICE
FINANCING AUTHORITY (CCCFA) FOUNDING
MEMBER.**

WHEREAS, San Diego Community Power (Community Power) is a joint powers agency formed pursuant to the Joint Exercise of Powers Act (Cal. Gov. Code § 6500 *et seq.*), California Public Utilities Code § 366.2, and a Joint Powers Agreement effective on October 1, 2019, and amended and restated December 16, 2021 (JPA Agreement); and

WHEREAS, San Diego Community Power, acting pursuant to the JPA Law, may enter into a joint exercise of powers agreement with one or more other public agencies pursuant to which such contracting parties may jointly exercise any power common to them and, pursuant to Government Code Section 6588, to exercise certain additional powers; and

WHEREAS, the California Community Choice Financing Authority (“CCCFA”) is a joint exercise of powers agency established under JPA Law and a Joint Powers Agreement (the “CCCFA JPA Agreement”) among various California Community Choice Aggregators (“CCAs”) for the purpose of undertaking the financing and refinancing of energy prepayments that can be financed with tax advantaged bonds on behalf of one or more of its members by, among other things, issuing or incurring bonds and entering into related contracts; and

WHEREAS, in September of 2024, San Diego Community Power Board initially authorized Community Power to join CCCFA, and Community Power is an Associate Member of CCCFA, and possesses the power to purchase and sell electric energy and enter into related contracts for such purchases; and

WHEREAS, San Diego Community Power is considering additional energy prepayment transactions and using CCCFA as the issuer of bonds for the purpose of financing such transactions, and in connection therewith has determined that it is in the best interests of San Diego Community Power to convert CCCFA membership to Founding Member status (as defined in the CCCFA JPA Agreement hereinafter defined) and to execute and deliver the CCCFA JPA Agreement in order to establish such membership; and

WHEREAS, there has been submitted to this meeting (i) a copy of the CCCFA Joint Powers Agreement, dated June 25, 2021, creating and establishing CCCFA, as in effect on the date hereof (the “CCCFA JPA Agreement”) and CCCFA By-Laws; and

WHEREAS, under the JPA Law and the CCCFA JPA Agreement, CCCFA is a public entity separate and apart from the parties to the CCCFA JPA Agreement, and the debts, liabilities, and obligations of the CCCFA will not constitute debts, liabilities, or obligations of San Diego Community Power.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of San Diego Community Power as follows:

Section 1. **AUTHORIZED REPRESENTATIVES.** The following titled representatives are the authorized representatives of San Diego Community Power (collectively referred to as “**Authorized Representatives**” and individually referred to as an “**Authorized Representative**”):

AUTHORIZED REPRESENTATIVES
Chair of the Board
Chief Executive Officer
Chief Financial Officer
Chief Commercial Officer
Chief Operating Officer
General Counsel

Section 2. **JOINT POWERS AGREEMENT AND BY-LAWS.** The CCCFA JPA Agreement, attached hereto as Exhibit A, and the By-Laws of CCCFA, attached hereto as Exhibit B, are hereby approved.

Section 3. **FOUNDING MEMBER STATUS.** San Diego Community Power hereby requests to be added as a Founding Member of CCCFA.

Section 4. **ACTIONS AUTHORIZED.** Any one of the Authorized Representatives is authorized and approved to (a) execute and deliver the CCCFA JPA Agreement as a Founding Member, along with this Resolution, to the CCCFA Board of Directors, (b) pay any and all fees and costs and execute and deliver such other documents and agreements as may be required of a Founding Member under the terms of the CCCFA JPA Agreement, the By-Laws of CCCFA, and any other rules adopted by CCCFA Board of Directors, including San Diego Community Power’s share of organization, planning, and other costs and charges as determined by CCCFA’s Board of Directors; and (c) do and perform such other acts and things as any Authorized Representative may in his or her discretion deem reasonably necessary or proper in order comply with the terms and intent of the CCCFA JPA Agreement and to carry into effect the provisions of this Resolution.

IT IS HEREBY FURTHER DETERMINED AND ORDERED that the Authorized Representatives are duly elected, appointed, or employed by or for San Diego Community Power, as the case may be. This Resolution now stands of record on the books of San Diego Community Power, is in full force and effect, and has not been

modified or revoked in any manner whatsoever.

IT IS HEREBY FURTHER DETERMINED AND ORDERED that this Resolution shall take effect upon its adoption, shall be continuing and shall remain in full force and effect unless and until expressly revoked by further resolution of the Board of Directors.

PASSED AND ADOPTED at a meeting of the Board of Directors of San Diego Community Power held on March 26, 2026.

AYES:

**NOES:
ABSTAIN:
ABSENT:**

Terra Lawson-Remer, Chair
San Diego Community Power

ATTEST:

APPROVED AS TO FORM:

Maricela Hernandez, MMC, CPMC
Clerk of the Board/Board Secretary
San Diego Community Power

Veera Tyagi, General Counsel
San Diego Community Power

ITEM 11

EXHIBIT A

CALIFORNIA COMMUNITY CHOICE FINANCING AUTHORITY JOINT POWERS AGREEMENT

This Joint Powers Agreement (this "Agreement") is made by and among those public agencies who are signatories to this Agreement, and those public agencies which may hereafter become signatories to this Agreement (all such parties, except those which have withdrawn as provided herein, are referred to herein as the "Members" and those parties initially executing this Agreement are referred to as the "Founding Members"), creating a separate joint powers agency, which is named "California Community Choice Financing Authority" ("CCCFA").

WITNESSETH

WHEREAS, each Member is a "community choice aggregator," as that term is defined in Section 331.1 of the Public Utilities Code of the State of California (the "Public Utilities Code"), having duly adopted, established and implemented a community choice aggregation program pursuant to Section 366.2 of the Public Utilities Code, with the authority to group retail electricity customers to solicit bids, broker, and contract for electricity and energy services for those customers, and to enter into agreements for services to facilitate the sale and purchase of electricity and other related services, and to study, promote, develop, conduct, operate and manage energy-related programs; and

WHEREAS, each Member is a "public agency," as that term is defined in Section 6500 of the Government Code of the State of California (the "Government Code"); and

WHEREAS, Chapter 5 of Division 7 of Title 1 of the Government Code, being Section 6500 and following (the "Act"), authorizes a joint exercise by two or more public agencies of any power which is common to each of them and the creation of an entity that is separate from the parties to the joint exercise of powers agreement; and

WHEREAS, it is to the mutual benefit of the Members and in the public interest that an agency by the name of the California Community Choice Financing Authority be created, by which the Members jointly exercise for their common benefit and for the purposes specified herein certain powers that they have in common or are otherwise provided for by applicable law, including but not limited to (i) the acquisition and operation of power supplies, resource adequacy and renewable attributes, and (ii) the provision of other energy services or programs which may be of benefit to one or more Members; and

WHEREAS, the Act conveys upon joint exercise of powers authorities certain additional powers, including but not limited to the power to issue revenue bonds and incur other evidences of indebtedness for such purposes as are specified in the Act; and

WHEREAS, CCCFA's purpose is to assist Members by undertaking the financing or refinancing of energy prepayments that can be financed with tax advantaged bonds on behalf of one or more of the Members by, among other things, issuing or incurring Bonds (as such term is defined herein) and entering into related contracts with Members.

NOW, THEREFORE, the Members, for and in consideration of the mutual promises and agreements herein contained, do hereby agree as follows:

Article I. DEFINITIONS

In addition to the other terms defined herein, the following terms, whether in the singular or in the plural, when used herein and initially capitalized, shall have the meanings specified throughout this Agreement.

Section 1.01 “**Act**” means Chapter 5 of Division 7 of Title 1 of the Government Code (Section 6500 *et seq.*), as supplemented and amended from time to time, including without limitation the Marks-Roos Local Bond Pooling Act of 1985.

Section 1.02 “**Agreement**” means this Joint Powers Agreement, as it may be supplemented and amended from time to time in accordance with the terms hereof.

Section 1.03 “**Associate Member**” means any Public CCA Agency that is a signatory to this Agreement and that has met the requirements of Section 3.02 below to become an Associate Member. The term “Associate Member” shall, however, exclude any Associate Member which shall have withdrawn or been excluded from CCCFA pursuant to Section 3.04 below.

Section 1.04 “**Board**” means the Board of Directors of CCCFA as established by this Agreement.

Section 1.05 “**Bonds**” means bonds, notes, commercial paper, installment purchase, lease purchase and similar agreements and certificates of participation therein, and any other evidences of indebtedness.

Section 1.06 “**CCCFA**” means the California Community Choice Financing Authority, the Joint Powers Authority established by this Agreement.

Section 1.07 “**Director**” means each Director duly appointed and serving on the Board as provided in Article IV of this Agreement.

Section 1.08 “**Founding Member**” means each of the Public CCA Agencies initially executing this Agreement, and any Public CCA Agency that becomes a Founding Member pursuant to Section 3.01 below. The term “Founding Member” shall, however, exclude any Founding Member which shall have withdrawn or been excluded from CCCFA pursuant to Section 3.04 below. The initial Founding Members are Central Coast Community Energy, East Bay Community Energy, Marin Clean Energy, and Silicon Valley Clean Energy.

Section 1.09 “**Government Code**” means the Government Code of the State of California.

Section 1.10 “**Member**” means a Founding Member or an Associate Member.

Section 1.11 “**Prepayment Project**” means, in connection with the financing or refinancing of energy prepayments that can be financed with tax advantaged bonds and other obligations: (i) the purchase and sale of electric energy and associated capacity and environmental attributes, (ii) the design, acquisition, maintenance, or operation of any Public Capital Improvement (as defined in the Act) or other facility or improvement, or the leasing thereof, (iii) the provision of working capital, and (iv) any other project, program, public capital improvement or purpose authorized by the Act or other law to be undertaken, financed, or refinanced by CCCFA, subject to CCCFA’s approval of an application from one or more Members for support of such project, program, public capital improvement or authorized purpose and in connection with the financing or refinancing of energy prepayments that can be financed with tax advantaged bonds and other obligations.

Section 1.12 “**Prepayment Project Contract**” means a contract among any Members and CCCFA in connection with the undertaking, financing or refinancing of a Prepayment Project by such Members and CCCFA in accordance with the terms of this Agreement.

Section 1.13 “Public CCA Agency” means any community choice aggregator, as such term is defined in Section 331.1 of the Public Utilities Code, that is a public agency, as such term is defined in the Act, which has implemented a CCA program pursuant to Section 366.2 of the Public Utilities Code.

Section 1.14 “Public Utilities Code” means the Public Utilities Code of the State of California.

Article II. FORMATION OF AUTHORITY

Section 2.01 Creation of CCCFA. Pursuant to the Act, there is hereby created a public entity, to be known as the “California Community Choice Financing Authority,” which shall be a public entity separate and apart from its Members. The debts, liabilities and obligations of CCCFA shall not constitute debt, liabilities or obligations of any Member.

Section 2.02 Purpose. This Agreement is made, and CCCFA is being established, pursuant to the Act to provide for the joint exercise of powers common to the parties hereto to assist the Members in financing or refinancing energy prepayments that can be financed with tax advantaged bonds and other obligations on behalf of one or more of the Members, including by undertaking, financing or refinancing Prepayment Projects on behalf of one or more of the Members and/or CCCFA, all as further described in Section 2.03 hereof. CCCFA will fulfill the purposes of this Agreement by, among other things, undertaking the sale and issuance or incurrence of Bonds to finance or refinance Prepayment Projects on behalf of one or more of the Members and/or CCCFA in accordance with the Act. CCCFA is not being formed for the purposes of providing municipal services within the meaning of Section 6503.6 or Section 6503.8 of the Act.

Section 2.03 Powers. CCCFA, in its own name, shall have any and all power to undertake Prepayment Projects on behalf of one or more of the Members and/or CCCFA, and to finance or refinance such Prepayment Projects through the sale and issuance or incurring of Bonds for the purposes set forth in Section 2.02 hereof. CCCFA is empowered to exercise any and all common powers of the Members, and any other powers provided to it by any applicable laws, beneficial for the issuance or incurrence from time to time of such Bonds pursuant to Article VII hereof. Without limiting the generality of the foregoing, CCCFA, in its own name, shall have the power:

- (a) to acquire, purchase, finance, operate, maintain, utilize and/or dispose of one or more Prepayment Projects and any facilities, programs or other authorized costs relating thereto;
- (b) to make and enter contracts (including without limitation interest rate, commodity, basis and similar hedging contracts intended to hedge payment, rate, cost or similar exposure);
- (c) to employ agents and employees;
- (d) to acquire, manage, maintain or operate any building, works or improvements;
- (e) to acquire, hold, lease or dispose of property;
- (f) to incur debts (including without limitation through the issuance or incurrence of Bonds), liabilities or obligations (which shall not constitute debts, liabilities, or obligations of any of the Members);
- (g) to sue and be sued in its own name;
- (h) to receive gifts, contributions and donations of real or personal property, funds, services and other forms of assistance from any source;
- (i) to receive, collect, invest and disburse moneys;
- (j) to apply for, accept, and receive all licenses, permits, grants, loans or other aids from any federal, state, or local public agency;
- (k) to make and enter into service agreements relating to the provision of services necessary to plan, implement, operate and administer energy-related programs;
- (l) to defend, hold harmless, and indemnify, to the fullest extent permitted by law, each Member from any liability, claims, suits, or other actions;

(m) to exercise any other power and take any other action permitted by law to accomplish the purposes of this Agreement.

Such powers shall be exercised by CCCFA subject only to such restrictions upon the manner of exercising such power as are imposed upon Silicon Valley Clean Energy in the exercise of similar powers, as provided in Section 6509 of the Act, and, should Silicon Valley Clean Energy withdraw or be excluded from this Agreement pursuant to Section 3.04 hereof, the manner of exercising any power shall be subject only to the restrictions upon the manner of exercising such powers as are imposed upon Marin Clean Energy in the exercise of similar powers; *provided, however*, that nothing herein shall limit the powers of CCCFA under Article 4 of the Act.

Any Bonds issued or incurred by CCCFA shall not constitute general obligations of CCCFA, but shall be payable solely from the moneys pledged to the payment of principal of or interest on such Bonds under the terms of the resolution, indenture, trust agreement or other instrument pursuant to which the Bonds are issued or incurred, as further described in Article VII hereof. Such Bonds shall not constitute debts, liabilities or obligations of the Members.

Any of the Prepayment Projects acquired, financed or refinanced by CCCFA shall be operated by a Member or CCCFA for and on behalf of CCCFA, either directly or pursuant to contract or agreement with a third party designated by the applicable Member or Members and approved by CCCFA. None of the Members or CCCFA shall have liability for the breach, negligence or willful misconduct of any such third party.

Article III. MEMBERSHIP

Section 3.01 Founding Members. A Public CCA Agency will be qualified to join as a Founding Member only if it possesses the power to purchase and sell electric energy and enter into related contracts for such purposes. Public CCA Agencies may be added as parties to this Agreement and become Founding Members, and existing Associate Members may be elevated to Founding Members, upon: (1) the filing by such Public CCA Agency with the Board of an executed counterpart of this Agreement, together with a copy of the resolution of the governing body of such Public CCA Agency approving this Agreement and the execution and delivery hereof, and requesting to be added as a Founding Member of CCCFA; (2) the approval at a regular or special meeting of the Board by at least two-thirds (2/3) of the entire Board, and the adoption of a resolution of the Board approving the addition of such Public CCA Agency as a Founding Member; and (3) the deposit with, or the written agreement to pay to, CCCFA a share of organization, planning and other costs and charges as determined by the Board to be appropriate, if any. Upon satisfaction of such conditions, the Board shall file such executed counterpart of this Agreement as an amendment hereto, effective upon such filing. Upon completion of the foregoing, the Public CCA Agency shall become a Founding Member for all purposes of this Agreement.

Section 3.02 Associate Members. A Public CCA Agency will be qualified to join as an Associate Member only if it possesses the power to purchase and sell electric energy and enter into related contracts for such purposes. Public CCA Agencies may be added as Associate Members of CCCFA upon: (1) the filing by such Public CCA Agency with the Board of an executed counterpart of this Agreement, together with a copy of the resolution of the governing body of such Public CCA Agency approving this Agreement and the execution and delivery hereof, and requesting to be added as an Associate Member of CCCFA; (2) the approval at a regular or special meeting of the Board by a majority vote of the Directors in attendance, provided a quorum is established and maintained, and the adoption of a resolution of the Board approving the addition of such Public CCA Agency as an Associate Member; and (3) the deposit with, or the written agreement to pay to, CCCFA a share of organization, planning and other costs and charges as determined by the Board to be appropriate, if any. Upon satisfaction of such conditions, the Board shall file such executed counterpart of this Agreement as an amendment hereto, effective upon such filing. Upon completion of the foregoing, the Public CCA Agency shall become an Associate Member for all purposes of this Agreement.

Section 3.03 Cost Allocations.

- (a) Unless otherwise determined by a two-thirds (2/3) vote of the entire Board, each Member shall pay an equal share of one Member one share for general and administrative costs as determined by the Board associated with all operations of CCCFA. General and administrative costs do not include any costs that relate solely to any specific Prepayment Project Contract.
- (b) The costs of each Prepayment Project shall be allocated solely to the Member or Members undertaking or participating in such Prepayment Project or on whose behalf CCCFA undertakes such Prepayment Project, which allocation shall be described in a Prepayment Project Contract relating to such Prepayment Project.

Section 3.04 Withdrawal or Exclusion of Member.

- (a) Any Member may withdraw from CCCFA upon the following conditions:
 - (i) The Member shall have filed with the Board Secretary a certified copy of a resolution of its governing body expressing its desire to so withdraw. If a Founding Member files a resolution to withdraw with the Board Secretary, that Founding Member no longer has any voting rights on the Board;
 - (ii) Members undertaking or participating in Prepayment Projects or on whose behalf CCCFA undertakes a Prepayment Project shall remain subject to the cost allocation, participation and withdrawal terms and conditions, as applicable, set forth in the applicable Prepayment Project Contract; and
 - (iii) Prior to the Board accepting the Member's filing of such resolution, any Member so terminating shall be obligated to pay its share of general and administrative costs then due. However, this obligation shall take into account any refunds due to the Member and shall not extend to debts, liabilities and obligations of CCCFA. The debts, liabilities and obligations of CCCFA shall not constitute debt, liabilities or obligations of any Member.
 - (iv) No such withdrawal shall, or shall be permitted if it would, result in (a) CCCFA having fewer than three Founding Members; or (b) the dissolution of CCCFA so long as any Bonds remain outstanding under any resolution, indenture, trust agreement or other instrument pursuant to which such Bonds are issued or incurred.
- (b) Upon compliance with the conditions specified in Section 3.04(a), the Board shall accept the withdrawing Member's resolution and the withdrawing Member shall no longer be considered a Member for any reason or purpose under this Agreement and its rights and obligations under this Agreement shall terminate. The withdrawal of a Member shall not affect any obligations of such Member under any Prepayment Project Contract or other program agreement.
- (c) Any Member which has (i) defaulted under this Agreement, a Prepayment Project Contract, or other program agreement, (ii) if such Member is a Founding Member, failed to appoint a Director to serve on the Board in accordance with Section 4.02 below, or (iii) failed to pay any required share of costs in accordance with Sections 3.01, 3.02, and 3.03 above, may have its rights under this Agreement terminated and may be excluded from participation in CCCFA by the vote (taken at a regular or special meeting of the Board) of at least two-thirds (2/3) of the entire Board (including the Director representing the defaulting Member, if such Member is a Founding Member). Prior to any vote to terminate participation of any Member, written

notice of the proposed termination and the reason(s) for such termination shall be delivered to the Member whose termination is proposed at least 60 days prior to the Board meeting at which such matter shall first be discussed as an agenda item. The written notice of the proposed termination shall specify the particular provisions of this Agreement or a Prepayment Project Contract or other program agreement which the Member has allegedly defaulted on, or whether the proposed termination is based on failure to appoint a Director (if such Member is a Founding Member) or pay any required share of costs. The Member subject to possible termination shall have the opportunity to cure the violation prior to the meeting at which termination will be considered. At the meeting where termination of the Member is considered, the Member shall be given the opportunity to respond to any reasons and allegations that may be cited as a basis for termination prior to a termination vote. Any excluded Member shall continue to be liable for its obligations under any Prepayment Project Contract or other program agreement and for any unpaid contribution, payment, or advance approved by the Board prior to such Member's exclusion. No such termination shall, or shall be permitted if it would, result in (a) CCCFA having fewer than three Founding Members; or (b) the dissolution of CCCFA so long as any Bonds remain outstanding under any resolution, indenture, trust agreement or other instrument pursuant to which such Bonds are issued or incurred.

- (d) The withdrawal or termination of a Member shall not affect the provisions or obligations set forth in Article VIII or Section 11.04 below.

Section 3.05 Contributions and Advances. Contributions or advances of public funds and of personnel, equipment or property may be made to CCCFA by any Member for any of the purposes of this Agreement. Payment of public funds may be made to defray the cost of such purpose. Any such advance shall be made subject to repayment, and shall be repaid in the manner agreed upon by such Member and CCCFA at the time of making such advance. It is mutually understood and agreed that no Member is under any obligation to make advances or contributions to CCCFA to provide for the costs and expenses of administration of CCCFA, even though any Member, in its sole discretion, may do so. Any Founding Member may allow the use of personnel, equipment or property in lieu of other contributions or advances to CCCFA.

Article IV. POWERS OF BOARD & MANAGEMENT OF CCCFA

Section 4.01 Board. CCCFA shall be administered by a Board which shall consist of one Director representing each Founding Member. Such Board shall be the governing body of this CCCFA, and, as such, shall be vested with the powers set forth in this Agreement, and shall execute and administer this Agreement in accordance with the purposes and functions provided herein. The Board shall have the authority to provide for the general management and oversight of the affairs, property and business of CCCFA.

Section 4.02 Appointment and Vacancies. Each Director shall be the Chief Executive Officer, General Manager, Executive Director, or designee of the Chief Executive Officer, General Manager, or Executive Director, of each Founding Member and shall be appointed by and serve at the pleasure of the Founding Member that the Director represents, and may be removed as Director by such Founding Member at any time. If at any time a vacancy occurs on the Board, a replacement shall be appointed by the Founding Member to fill the position of the previous Director in accordance with the provisions of this Article IV within 60 days of the date that such position becomes vacant or the Founding Member shall be subject to the exclusion procedures in Section 3.04(c) above. Each Director may appoint an alternate to serve in their absence.

Section 4.03 Notices. The Board shall comply with the applicable provisions of Sections 6503.5, 6503.6 and 53051 of the Government Code requiring the filing of notices and a statement with the Secretary of State and the State Controller.

Section 4.04 Committees. The Board may create committees to provide advice to the Board or conduct the business of CCCFA subject to delegation of authority from the Board as permitted in the bylaws and any applicable laws.

Section 4.05 Director Compensation. Compensation for work performed by Directors, including alternates, on behalf of CCCFA shall be borne by the Founding Member that appointed the Director. The Board, however, may adopt by resolution a policy relating to the reimbursement of expenses incurred by Directors.

Section 4.06 Board Officers. At its first meeting in every second calendar year, the Board shall elect or re-elect a Chair and a Vice-Chair, each of whom shall be selected from among the Directors and shall also appoint or re-appoint a Secretary, and a Treasurer/Controller, each of whom may, but need not, be selected from among the Directors.

- (a) **Chair and Vice-Chair.** The duties of the Chair shall be to preside over the Board meetings, sign all ordinances, resolutions, contracts and correspondence adopted or authorized by the Board, and to help ensure the Board's directives and resolutions are carried out. In the absence or inability of the Chair to act, the Vice Chair shall act as Chair.
- (b) **Treasurer/Controller.** The Board shall appoint a qualified person to act as the Treasurer/Controller, who does not need to be a Director. Where a certified public accountant has been designated as Treasurer/Controller of CCCFA, the auditor of one of the Founding Members or of a county in which one of the Founding Members is located shall be designated as auditor of CCCFA. Subject to the provisions of any resolution, indenture, trust agreement or other instrument providing for a trustee or other fiscal agent in connection with any Bonds, and, except as may otherwise be specified by resolution of CCCFA, the Treasurer/Controller shall be the depository of CCCFA to have custody of all the money of CCCFA, from whatever source, and, as such, shall have the powers, duties and responsibilities specified in Section 6505.5 of the Government Code. The Treasurer/Controller is hereby designated as the public officer or person who has charge of, handles, or has access to any property of CCCFA, and such officer shall file an official bond in an amount determined from time to time by the Board as required by Section 6505.1 of the Government Code. The Treasurer/Controller shall cause an independent audit to be made by a certified public accountant, or public accountants, in compliance with Section 6505 of the Government Code. The Treasurer/Controller shall also create or caused to be created a report in writing on the first day of each fiscal quarter to CCCFA and each Founding Member, which report shall describe the amount of money held by the Treasurer/Controller, the amount of receipts since the last such report, and the amount paid out since the first such report.
- (c) **Secretary.** The Secretary shall be responsible for keeping the minutes of all meetings of the Board and all other official records of CCCFA, and responding to public records requests of the JPA.

Section 4.07 Management of CCCFA. The Board may appoint a part-time or full-time General Manager, and may appoint one or more part-time or full-time Assistant General Managers, to serve at the pleasure of the Board. If a General Manager has been appointed, the General Manager shall be responsible for the day-to-day operation and management of CCCFA. If no General Manager shall have been appointed, the Treasurer/Controller shall be responsible for the day-to-day operation and management of CCCFA. The General Manager, if any, and the Treasurer/Controller may each enter into and execute contracts in accordance with the policies established and direction provided by the Board, and shall file an official bond in the amount determined from time to time by the Board.

Section 4.08 Other Officers and Employees. The Board shall have the power to appoint such other officers, deputies, legal counsel (which may be the legal counsel to one or more of the Members) and staff as it may deem necessary who shall have such powers, duties and responsibilities as are determined by the Board, and to retain independent accountants, legal counsel, engineers and other consultants. The Founding Members may contract with CCCFA to provide staff to perform services for CCCFA, but such employees shall at all times, and for all purposes including benefits and compensation, remain employees of the Founding Member only.

Section 4.09 Budget. The budget shall be approved by the Board. The Board may revise the budget from time-to-time as may be reasonably necessary to address contingencies and expected expenses. All subsequent budgets of CCCFA shall be approved by the Board in accordance with rules as may be adopted by the Board from time to time. All expenditures must be made in accordance with the adopted budget.

Section 4.10 Fiscal Year. Unless changed by resolution of the Board, the fiscal year of CCCFA shall be the period from January 1 of each year to and including the following December 31.

Article V. MEETINGS OF THE BOARD

Section 5.01 Regular Meetings. The Board shall hold at least one regular meeting per year, but the Board may provide for the holding of regular meetings at more frequent intervals. The date, hour and place of each regular meeting shall be fixed by resolution of the Board. Regular meetings may be adjourned to another meeting time.

Section 5.02 Special Meetings. Special and emergency meetings of the Board may be called in accordance with the provisions of Government Code Sections 54956 and 54956.5, as amended.

Section 5.03 Brown Act Compliance. All meetings of the Board shall be conducted in accordance with the provisions of the Ralph M. Brown Act (Government Code Section 54950 *et seq.*), and as augmented by rules of the Board not inconsistent therewith. Directors may participate in meetings telephonically or by other electronic means, with full voting rights, to the extent permitted by law.

Section 5.04 Minutes. The Secretary shall cause to be kept minutes of the meetings of the Board, both regular and special, and shall cause a copy of the minutes to be forwarded promptly to each Director.

Section 5.05 Quorum. A quorum of the Board shall consist of a majority of the Directors, except that less than a quorum may adjourn from time to time in accordance with law.

Section 5.06 Voting. Each Founding Member shall have one vote, which may be cast on any matter before the Board by each Director or alternate. Except to the extent otherwise specified in this Agreement, or by law, a vote of the majority of the Directors in attendance shall be required and sufficient to constitute action, provided a quorum is established and maintained.

(a) Special Voting Requirements as specified in this Agreement:

- (i)** Action of the Board on the matters set forth in Section 3.01 related to addition of Founding Members shall require the affirmative vote of at least two-thirds (2/3) of the Entire Board.
- (ii)** Action of the Board on the matters set forth in Section 3.04(c) related to involuntary termination of a Member shall require the affirmative vote of at least two-thirds (2/3) of the entire Board.

- (iii) Action of the Board on the matters set forth in Section 9.01 related to termination of this Agreement shall require the affirmative vote of at least two-thirds (2/3) of the entire Board approved by resolution of each Founding Member's governing body.
- (iv) Action of the Board to amend any other provision of this Agreement shall be subject to the voting requirements set forth in Section 11.03 below.

Section 5.07 Rules and Regulations. CCCFA may adopt, from time to time, by resolution of the Board such bylaws, policies or rules and regulations for the conduct of its meetings and affairs as may be required.

Article VI. PREPAYMENT PROJECTS

Section 6.01 Prepayment Projects. The Board has the power, upon majority vote of the Directors in attendance, provided a quorum is established and maintained, to approve the application of any Member for the undertaking, financing, or refinancing of any Prepayment Projects within the purpose and power of CCCFA and to adopt guidelines for their implementation.

Section 6.02 Prepayment Project Contract. The costs and other expenses of each Prepayment Project, including without limitation applicable administrative costs of CCCFA with respect to the Prepayment Project, shall be allocated solely to the Member or Members undertaking or participating in such Prepayment Project or on whose behalf CCCFA undertakes such Prepayment Project, which allocation shall be described in a Prepayment Project Contract relating to such Prepayment Project, which will be separate and distinct from this Agreement.

Article VII. BONDS AND OTHER INDEBTEDNESS

In addition to the other powers conferred on CCCFA by this Agreement, CCCFA shall have the power to issue, incur, sell and deliver Bonds in accordance with the provisions of the Act and other applicable laws for the purpose of acquiring, undertaking, financing, or refinancing one or more Prepayment Projects. The terms and conditions of the issuance or incurrence of any such bonds or indebtedness shall be set forth in a resolution, indenture trust agreement, or other instrument pursuant to which the Bonds are issued or incurred, as required by law and as approved by the Board. CCCFA's debts, liabilities and obligations with respect to Bonds issued or incurred under this Agreement and contracts or obligations entered into to carry out the purposes for which Bonds are issued or incurred, shall not constitute a debt, liability or obligation of any of the Members.

Any Bonds issued or incurred by CCCFA shall not constitute general obligations of CCCFA, but shall be payable solely from the moneys pledged to the payment of principal of or interest on such Bonds under the terms of the resolution, indenture, trust agreement or other instrument pursuant to which the Bonds are issued or incurred.

Article VIII. LIMITATION ON LIABILITY OF MEMBERS

Section 8.01 Pursuant to Section 6508.1 of the Government Code, no debt, liability or obligation of CCCFA shall be a debt, liability or obligation of any Member. Nothing contained in this Article VIII shall in any way diminish the liability of any Member with respect to any Prepayment Project Contract such Member enters into pursuant to this Agreement.

Section 8.02 Notwithstanding anything to the contrary in this Agreement or otherwise, CCCFA shall not have the power to and shall not enter into any retirement contract with any public retirement system (as defined in Section 6508.1 of the Government Code) for any reason. The provision in this paragraph is intended to

benefit Members and to be a confirming, irrevocable obligation of CCCFA which may be enforced by Members individually or collectively.

Article IX. TERM; TERMINATION; LIQUIDATION; DISTRIBUTION

Section 9.01 Term and Termination. This Agreement shall become effective when at least three Founding Members execute this Agreement. This Agreement shall continue in full force and effect until terminated as provided in this Article; *provided, however*, this Agreement cannot be terminated while either (a) any Bonds of CCCFA remain outstanding under the terms of the resolution, indenture, trust agreement or other instrument pursuant to which such Bonds are issued or incurred, or (b) CCCFA is the owner, lessor or lessee of any real or personal property financed from the proceeds of any Bonds. This Agreement may be terminated by a two-thirds (2/3) vote of the entire Board that is approved by resolution of each Founding Member's governing body; *provided, however*, that this Agreement and CCCFA shall continue to exist after termination for the purpose of disposing of all claims, distribution of assets and all other functions necessary to conclude the obligations and affairs of CCCFA. In any event, CCCFA shall cause all records regarding its formation, existence, the Prepayment Projects, any Bonds issued or incurred by it and proceedings pertaining to its termination to be retained for at least six years (or as otherwise required by law) following termination of CCCFA or final payment of any Bonds issued or incurred by CCCFA, whichever is later.

Section 9.02 Liquidation; Distribution. Upon termination of this Agreement, the Board shall liquidate the business and assets and the property of CCCFA as expeditiously as possible, and distribute any net proceeds, after the conclusions of all debts and obligations of CCCFA, to any Members in proportion to the contributions made or in such manner as otherwise provided by law. The Board is vested with all powers of CCCFA for the purpose of concluding and dissolving the business affairs of CCCFA. Notwithstanding the foregoing, no dissolution of CCCFA shall be permitted while either (a) any Bonds of CCCFA remain outstanding, or (b) CCCFA is the owner, lessor or lessee of any real or personal property financed from the proceeds of any Bonds.

ARTICLE X. ACCOUNTS AND REPORTS

Section 10.01 Establishment and Administration of Funds. CCCFA is responsible for the strict accountability of all funds and reports of all receipts and disbursements. It will comply with every provision of law relating to the establishment and administration of funds, including without limitation Section 6505 of the Government Code. CCCFA shall establish and maintain such funds and accounts as may be required by good accounting practice or by any provision of any resolution, indenture or other instrument of CCCFA securing its bonds or other indebtedness, except insofar as such powers, duties and responsibilities are assigned to a trustee appointed pursuant to such resolution, indenture or other instrument. The books and records of CCCFA shall be open to inspection at all reasonable times to each Member and its representatives.

Section 10.02 Annual Audits and Audit Reports. The Treasurer/Controller shall cause an annual independent audit of the accounts and records of CCCFA to be made by a certified public accountant or public accountant in accordance with all applicable laws. If permitted by applicable law and authorized by the Board, the audit(s) may be conducted at the longer interval authorized by applicable law. A report of the financial audit will be filed as a public record with each Member not later than 270 days after the close of the fiscal year or fiscal years under examination. CCCFA will pay the cost of the financial audit and charge the cost against the Members in the same manner as other administrative costs.

ARTICLE XI. GENERAL PROVISIONS

Section 11.01 Conflict of Interest Policy. CCCFA, unless otherwise exempt, shall adopt a conflict of interest policy as required under applicable laws of the State of California. Counsel to CCCFA for financing

matters, including bond counsel, shall not be considered a consultant or other designated position for purposes of the conflict of interest policy.

Section 11.02 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties. Except to the extent expressly provided herein, neither a Member nor CCCFA may assign any right or obligation under this Agreement without the consent of all other Members.

Section 11.03 Amendments. Subject to any requirements of law, a two-thirds (2/3) vote of the entire Board will be required to amend Articles II, III, VIII, and IX of this Agreement, and an amendment of Section 8.02 and Section 11.03 of this Agreement shall require an affirmative vote of the entire Board. Once an amendment of Articles II, III, VIII, or IX is adopted by the Board, the amendment must be approved by two-thirds of the Founding Members pursuant to each Founding Member's applicable approval process, and an amendment of Section 8.02 and Section 11.03 of this Agreement shall require an affirmative vote of all Founding Members pursuant to each Founding Member's applicable approval process. All other provisions of this Agreement may be amended at any time or from time to time by an amendment approved by at least two-thirds (2/3) vote of the entire Board. Written notice shall be provided to all Members of proposed amendments to this Agreement, including the effective date of such amendments, at least thirty (30) days prior to the date upon which the Board votes on such amendments. Each Member hereby agrees to take any actions necessary on its part to approve any amendment adopted pursuant to this Section 11.03, and if any Member fails to perform any such actions, such Member shall be deemed to have submitted a resolution of withdrawal pursuant to the provisions of Section 3.04 hereof.

Notwithstanding the foregoing, this Agreement shall not terminate while any Bonds of CCCFA remain outstanding under the terms of the resolution, indenture, trust agreement or other instrument pursuant to which such Bonds are issued or incurred.

Section 11.04 Indemnification and Insurance. To the fullest extent permitted by law, CCCFA shall defend, indemnify, and hold harmless the Members and each Director, alternate, officer, employee and agent from any and all claims losses damages, costs, injuries and liabilities of every kind arising directly or indirectly from the conduct, activities, operations, acts, and omissions of CCCFA under this Agreement to the extent not otherwise provided under a Prepayment Project Contract. CCCFA shall acquire such insurance coverage as the Board deems is necessary and appropriate to protect the interests of CCCFA and the Members.

Section 11.05 Waiver of Personal Liability. No member, director, commissioner, officer, agent or employee of CCCFA or the Members, respectively, past, present or future, shall be individually or personally liable for the observance or performance of any terms, conditions or provisions hereof or for any claims, losses, damages, costs, injury and liability of any kind, nature or description arising from the actions of CCCFA or the actions undertaken pursuant to this Agreement; provided, however, that nothing herein shall relieve any such person from the performance of any official duty provided hereby or by applicable provision of law.

Section 11.06 Limitation of Rights. All of the covenants, agreements, terms and conditions in this Agreement to be observed or performed by or on behalf of CCCFA or the Members shall be for the sole and exclusive benefit of CCCFA and the Members, whether so expressed or not, and nothing contained herein, express or implied, is intended to or shall give any other person other than CCCFA and the Members any legal or equitable right, remedy or claim hereunder.

Section 11.07 Notices. The Board shall designate its principal office as the location at which it will receive notices, correspondence, and other communications, and shall designate one of its Directors or staff as an officer for the purpose of receiving service of process on behalf of CCCFA. Any notice given pursuant to this Agreement shall be in writing and shall be dated and signed by the Member giving such notice. Notice to each Member under this Agreement is sufficient if mailed to the Member, and separately to the Director appointed by such Founding Member, to their respective addresses on file with CCCFA.

Section 11.08 Severability. Should any portion, term, condition, or provision of this Agreement be determined by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or be otherwise rendered unenforceable or ineffectual, the remaining portions, terms, conditions, and provisions shall not be affected thereby.

Section 11.09 Section Headings. The section headings herein are for convenience only and are not to be construed as modifying or governing the language in the section to which they refer.

Section 11.10 Choice of Law. This Agreement will be governed and construed in accordance with the laws of the State of California.

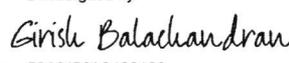
Section 11.11 Counterparts. This Agreement may be executed in any number of counterparts, and each executed counterpart shall have the same force and effect as an original instrument and as if all Members had signed the same instrument.

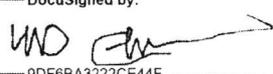
Section 11.12 Dispute Resolution. The Members shall make reasonable efforts to informally settle all disputes arising out of, or in connection with, this Agreement. Should such informal efforts to settle a dispute fail, the dispute shall be mediated in accordance with policies and procedures established by the Board. In the event such mediation fails to settle a dispute, the parties may pursue any remedies provided by law.

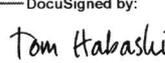
[Signature Page Follows]

IN WITNESS WHEREOF, each Member hereto has caused this Agreement to be executed as an original counterpart by its duly authorized representative on the date indicated below.

DocuSigned by:
By: 
A59878416EBG4F8...
Name: Dawn Weisz
Title: CEO
CCA Name: MCE
Date: June 25, 2021

DocuSigned by:
By: 
5CA64B9AC4C24C3...
Name: Girish Balachandran
Title: CEO
CCA Name: Silicon Valley Clean Energy
Date: June 25, 2021

DocuSigned by:
By: 
9DF6BA3222CE44F...
Name: Nick Chaset
Title: CEO
CCA Name: East Bay Community Energy
Date: June 25, 2021

DocuSigned by:
By: 
69C25377448R497...
Name: Tom Habashi
Title: CEO
CCA Name: central coast community energy
Date: June 25, 2021

IN WITNESS WHEREOF, each Member hereto has caused this Agreement to be executed as an original counterpart by its duly authorized representative on the date indicated below.

E-SIGNED by Donald Eckert

By: on 2022-09-02 12:27:33 PDT

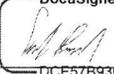
Name: Donald Eckert

Title: Executive Director

CCA Name: Pioneer Community Energy

Date: September 02, 2022

IN WITNESS WHEREOF, each Member hereto has caused this Agreement to be executed as an original counterpart by its duly authorized representative on the date indicated below.

By:  DocuSigned by:
DC57B93CTDA48A...
Name: Ted Bardacke
Title: Chief Executive Officer
CCA Name: Clean Power Alliance of Southern California
Date: 9/6/2022

IN WITNESS WHEREOF, each Member hereto has caused this Agreement to be executed as an original counterpart by its duly authorized representative on the date indicated below.

By: Jari Mitchell
Name: Lori Mitchell
Title: Director, Energy
CCA Name: City of San José
Date: 6/17/2024

IN WITNESS WHEREOF, each Member hereto has caused this Agreement to be executed as an original counterpart by its duly authorized representative on the date indicated below.

By: *Shawn Marshall* _____

Name: Shawn Marshall _____

Title: Chief Executive Officer _____

CCA: Name: Peninsula Clean Energy _____

Date: 8/23/24 _____

IN WITNESS WHEREOF, each Member hereto has caused this Agreement to be executed as an original counterpart by its duly authorized representative on the date indicated below.

By: 
Eric Washington (Oct 16, 2024 15:14 PDT)

Name: Dr. Eric W. Washington

Title: Chief Financial Officer

CCA Name: San Diego Community Power

Date: October 16, 2024

IN WITNESS WHEREOF, each Member hereto has caused this Agreement to be executed as an original counterpart by its duly authorized representative on the date indicated below.

By:  _____

Name: Geof Syphers

Title: Chief Executive Officer

CCA Name: Sonoma Clean Power Authority

Date: October 17, 2024

IN WITNESS WHEREOF, each Member hereto has caused this Agreement to be executed as an original counterpart by its duly authorized representative on the date indicated below.

By:  _____

Name: Mitch Sears

Title: Executive Officer

CCA Name: Valley Clean Energy Alliance

Date: October 16, 2024

IN WITNESS WHEREOF, each Member hereto has caused this Agreement to be executed as an original counterpart by its duly authorized representative on the date indicated below.

Signed by:
Joseph M. Mosca
By: _____
DF677304A3D442A...
Name: Joseph M. Mosca
Title: Chief Executive Officer
CCA Name: Orange County Power Authority
Date: 1/28/2026

ITEM 11

EXHIBIT B

**BYLAWS OF THE
CALIFORNIA COMMUNITY CHOICE FINANCING AUTHORITY**

Adopted June 25, 2021

BYLAWS OF THE CALIFORNIA COMMUNITY CHOICE FINANCING AUTHORITY

ARTICLE I - THE AUTHORITY

Section 1.1 Name. The official name of the Authority shall be the “California Community Choice Financing Authority.”

Section 1.2 Board Members. The Authority shall be administered by a board of directors (the “Board”) whose members (the “Directors”) shall be as set forth in Article IV of the Joint Powers Agreement, dated June 25, 2021 (the “Agreement”). Directors shall, to the extent required by law, comply with the requirements of the California Political Reform Act, as amended from time to time, the provisions of the Joint Exercise of Powers Act, as amended from time to time, and any other requirements applicable to members of the governing body of a joint powers authority.

Section 1.3 Office and Place of Meetings. The business office of the Authority shall be at 1125 Tamalpais Avenue, San Rafael, California 94901 or at such other place as may be designated by resolution by the Board. Regular meetings shall be held at 1125 Tamalpais Avenue, San Rafael, California 94901 or at such other place as the Board may designate.

ARTICLE II - OFFICERS

Section 2.1 Officers. The Officers of the Authority shall be the Chair, Vice Chair, Treasurer/Controller, and Secretary. The Officers of the Authority may also include a General Manager.

Section 2.2 Chair and Vice Chair. The Chair and Vice Chair of the Authority shall be elected by the Board. The term of office for the respective officers shall be from the date of his or her election as Chair or Vice Chair through the date of the first regular meeting of the Authority in the second succeeding calendar year following such election: provided, that each person shall serve until a successor has been duly elected. The Chair shall preside at all meetings of the Authority. If the Chair is absent, then the Vice Chair shall act in the Chair’s place.

Section 2.3 General Manager. A General Manager may be appointed by the Board and may, but need not, be a Director. The General Manager shall submit such information and recommendations to the Board as he or she may consider proper concerning the business, policies and affairs of the Authority. Except as otherwise specified by resolution of the Board, the General Manager or the General Manager's designee shall have the power to sign all contracts, deeds and other instruments executed by the Authority, shall have the power to direct employees, borrowed or seconded staff and consultants in implementing policy set by the Board, and shall have the power to perform all duties incident to the office or delegated by the Board. The General Manager may designate one or more officers of the Authority or employees of the Authority to act as his or her designee in exercising the power and performing the duties of the General Manager.

Section 2.4 Secretary. The Secretary shall be appointed by the Board, and such Secretary may, but need not, be a Director. The Secretary shall keep the records of the Authority, shall act as Secretary of the meetings of the Authority and record all votes, and shall keep a record of the proceedings of the Authority in a journal of proceedings to be kept for such purpose, and shall perform all duties incident to the office.

Section 2.5 Treasurer/Controller. The Treasurer/Controller shall be appointed by the Board, and may, but need not, be a Director. The Treasurer/Controller shall perform the duties set forth in the Agreement. The Treasurer/Controller may submit such information and recommendations to the Board as he or she may consider proper concerning the business, policies and affairs of the Authority. The Treasurer/Controller shall be responsible for preparation and submission of any reports required to be provided to holders of the Authority's Bonds (as such term is defined in Section 1.05 of the Agreement) pursuant to any continuing disclosure undertakings entered into by the Authority. Except as otherwise specified by resolution of the Board, the Treasurer/Controller or the Treasurer/Controller's designee shall have the power to sign all contracts, deeds and other instruments executed by the Authority, shall have the power to direct employees, borrowed or seconded staff and consultants in implementing policy set by the Board,

and shall have the power to perform all duties incident to the office or delegated by the Board. The Treasurer/Controller may designate one or more officers of the Authority or employees of the Authority to act as his or her designee in exercising the power and performing the duties of the Treasurer/Controller.

Section 2.6 Election of Officers. Election of officers shall be the first order of business at the first regular meeting of the Authority held in every second calendar year; provided, that failure to elect any or all officers at such meeting shall not affect the title to office of any officer duly elected and then holding office as of such meeting.

Section 2.7 Authority to Bind Authority. No Director, officer, agent or employee of the Authority, without prior specific or general authority by a vote of the Board, shall have any power or authority to bind the Authority by any contract, to pledge its credit, or to render it liable for any purpose in any amount.

ARTICLE III - MEETINGS

Section 3.1 Regular Meetings. The Board shall hold at least one regular meeting each year, and, by resolution, may provide for the holding of regular meetings at more frequent intervals in accordance with the provisions of Section 54956 of the Government Code of the State of California. Regular meetings shall be held as set forth in Section 1.3, on dates and at times as fixed by resolution of the Authority and at such places as are determined by the Board. If at any time any regular meeting falls on a legal holiday, such regular meeting shall be held on the next business day at the same time.

All meetings of the Board shall be called, noticed, held and conducted subject to the provisions of the Ralph M. Brown Act (Chapter 9 of Part I of Division 2 of Title 5 of the Government Code of the State of California (Sections 54950-54961)), as supplemented and amended, or any successor legislation hereafter enacted, and other applicable law.

The Secretary of the Authority shall cause minutes of all meetings of the Board, both special and regular, to be kept and shall cause a copy of the minutes to be forwarded promptly to each Director.

Section 3.2 Special Meetings. A special meeting may be called in accordance with the provisions of Sections 54956 and 54956.5 of the Government Code of the State of California, as amended.

Section 3.3 Closed Sessions. Nothing contained in these Bylaws shall be construed to prevent the Board from holding closed sessions during a regular or special meeting concerning any matter permitted by law to be considered in a closed session.

Section 3.4 Public Hearings. All public hearings held by the Board shall be held during regular or special meetings of the Board.

Section 3.5 Adjourning Meetings and Continuing Public Hearings to Other Times or Places. Any public hearing being held, or any hearing noticed or ordered to be held at any meeting, may by order or notice of continuance be continued or re-continued to any subsequent meeting in the same manner and to the same extent set forth herein for the adjournment of the meetings: provided, that if the hearing is continued to a time less than 24 hours after the time specified in the order or notice of hearing a copy of the order or notice of continuance shall be posted immediately following the meeting at which the order or declaration of continuance was adopted or made.

Section 3.6 Meetings to be Open and Public. All meetings of Directors to take action or to deliberate concerning Authority business and its conduct shall be open and public and all persons shall be permitted to attend any such meetings, except as otherwise provided or permitted by law, including as permitted by Section 3.3 of these Bylaws.

Section 3.7 Quorum, Voting Requirements, and Manner of Action. A quorum of the Board, the minimum voting thresholds for actions of the Board, and the manner in which the Board may act shall be as set forth in Article V of the Agreement.

Section 3.8 Parliamentary Procedure. The rules of parliamentary procedure set forth in Robert's Rules of Order shall govern all meetings of the Authority, except as otherwise herein provided.

ARTICLE IV - MISCELLANEOUS

Section 4.1 Statements of Economic Interest. Each Director shall comply with the Authority's Conflict of Interest Code, fully respond to all requests from Authority staff in regard to conflict of interest issues that may arise and timely submit all applicable forms, including Statements of Economic Interest (Form 700), Assuming, Annual, and Leaving Office Statements with the Secretary. The Secretary shall make and retain copies of these forms in compliance with applicable law and the Authority's Conflict of Interest Code.

Section 4.2 No Reimbursement for Travel Expenses. Directors, officers, and employees shall not be reimbursed by the Authority for any travel expenses incurred by those persons in attending events, meetings, and conferences on behalf of the Authority. Non-reimbursable travel expenses shall include all charges for meals, lodging, airfare, and costs of travel by automobile.

Notwithstanding the foregoing, the Board may vote to permit reimbursement of any such reasonable and necessary travel expenses incurred for Directors, officers, or employees to attend non-Authority events, meetings, and conferences, only if that person's sole purpose is to attend on behalf of the Authority. "Reasonable and necessary" travel expenses, with respect to any Director, shall be only those expenses which the Director would not have incurred in performing the normal business of the Founding Member (as defined in Section 1.08 of the Agreement) that appointed such Director. The Treasurer/Controller, upon approval of the Board, shall be authorized to pay all such expenses deemed reasonable and necessary so long as sufficient funds have been budgeted therefor.

Section 4.3 Bonds and Other Indebtedness. The Authority may issue or incur Bonds (as such term is defined in Section 1.05 of the Agreement) in accordance with Article VII of the Agreement, and such Bonds shall not constitute general obligations of the Authority or a debt, liability or obligation of any of the Members (as such term is defined in Section 1.10 of the Agreement), but shall be payable solely from the moneys pledged to the payment of principal or interest on such Bonds under the terms of the resolution, indenture, trust agreement or other instrument pursuant to which the Bonds are issued or incurred.

ARTICLE V - AMENDMENTS

Section 5.1 Amendments to Bylaws. These Bylaws may be amended by the Authority at any regular or special meeting by majority vote of the Board, provided, that the proposed amendment to any particular section is included in the notice of such meeting.

SAN DIEGO COMMUNITY POWER

Staff Report - Item 12

To: Board of Directors

From: Jack Clark, Chief Operating Officer
Jen Lebron, Sr. Director of Public Affairs
Xiomalys Crespo, Senior Community Engagement Manager

Via: Karin Burns, Chief Executive Officer

Subject: Community Advisory Committee Quarterly Report

Date: March 26, 2026

Recommendation

Receive and file the Community Advisory Committee (CAC) quarterly report.

Background

Per Section 5.10.3 of the San Diego Community Power (Community Power) Joint Powers Authority Agreement:

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

At the direction of the Board Chair, the CAC provides quarterly presentations to the Board of Directors on the regular agenda and monthly reports on the consent agenda. The last quarterly report was provided during the December 11, 2025, regular Board meeting.

Analysis and Discussion

At the December 11, 2025, regular meeting of the Board of Directors, the CAC presented a summary of CAC activities from September through November. This report summarizes December through February.

December: During its regular meeting, the CAC received several informational updates from Community Power's Finance and Customer Operations departments on 2026 Projected Rates, the Fiscal Year End 2024-25 Performance Review and a fourth revision to the Financial Reserves Policy, in which members asked questions about the Power Charge Indifference Adjustment (PCIA), its longevity, and recent changes to how it is calculated, stressing the importance of rate stabilization reserves in supporting ratepayers in the future.

Chair Harris announced the volunteers appointed to the ad-hoc committees created during the November CAC meeting, below:

- **2026 CAC Work Plan:** Member Vasilakis and Vice-Chair Montero Adams (City of San Diego), who met with staff this month to discuss proposed revisions to the document;
- **Community Power Plan Review:** Member Gonzalez (City of Chula Vista), Member Emerson (City of National City), Secretary Pike (Unincorporated San Diego County), and Chair Harris (City of La Mesa); and
- **Distributed Energy Resources:** Members Sclafani (City of Chula Vista), Sumner (La Mesa), and Chair Harris (City of La Mesa)

January: While the CAC did not hold a regular meeting, members of the Distributed Energy Resources (DER) and Community Power Plan Review Ad-Hoc Committees met this month to discuss committee charters and each group's scope of work. Members of the 2026 CAC Work Plan Ad-Hoc Committee finalized their revisions, and CAC members whose last term ends in June 2026 also worked with staff to begin recruiting potential candidates.

February: The CAC received an informational presentation on the California Community Choice Association (CalCCA), meant to educate members on how the agency supports Community Power and the CCA ecosystem in protecting its interests at the policy level. Members asked questions on the collaboration between Community Choice Aggregators (CCAs) and about how CalCCA activates the local San Diego regulatory team.

The Regulatory and Legislative Affairs team delivered their quarterly presentation, in which they provided highlights of the CalCCA Lobby Day 2025. Community Clean Energy Grantees SunCoast CoOp Market and SanDiego350 informed the CAC of their clean energy projects as part of a staff presentation announcing the 2026 cycle of the grants, which launched with the application being released on February 2, 2026.

The CAC also heard an overview of the Board-adopted 2026 rate adjustments, as well as an update on the San Diego Regional Energy Network's launch timelines, advisory committee, and business plan submission. Lastly, after hearing the 2026 CAC Work Plan End of Ad-Hoc Committee Report, the committee moved to recommend for Board approval their 2026 CAC Work Plan. The work plan now includes a recommendation for members to participate in two community events with Community Power.

Officers of the CAC, including the Chair, Vice Chair, and Secretary, have continued to meet on a monthly basis with staff to discuss meeting efficiency, upcoming policy items, and member engagement.

As of March 26, 2026, the CAC has two vacancies representing the City of Encinitas and the City of Imperial Beach. Members of the public must be residents, community leaders, and/or business owners of the respective jurisdictions and may submit their applications electronically. The vacancies are advertised at meetings, community events, and through Community Power's social media.

Fiscal Impact

N/A

Strategic Plan

Establish Community Power as a trusted public agency that collaborates and engages with other local governments and stakeholders.

Attachments

N/A



SAN DIEGO COMMUNITY POWER

Staff Report - Item 13

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 Adjustment, to be Effective as of April 1, 2026

Date: March 26, 2026

Recommendation

Review and approve rate adjustments for the PowerOn and PowerBase services, as contained in Attachment A, to go into effect as of April 1, 2026. The recommendation includes continuing to offer 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

On January 15, 2026, the Board of Directors of San Diego Community Power (Community Power) reviewed and approved 2026 Community Power rates effective retroactively as of January 1, 2026. The aforementioned 2026 Community Power rates included 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 effective as of January 1, 2026; with Power100 and Power100 Green-e Certified (Green-e Plus) maintaining premiums of \$0.01/kWh and \$0.02/kWh, respectively, compared to PowerOn.

On March 2, 2026, SDG&E filed Advice Letter 4791-E for the implementation of their 2024 General Rate Case (GRC) Phase 2 and Track 2 Wildfire Mitigation Costs for electric rates effective as of April 1, 2026. This Advice Letter contains updates to SDG&E's bundled commodity/generation and the Power Charge Indifference Adjustment (PCIA) rates. Both SDG&E bundled generation and PCIA rates play a role in the Community Power rate setting process, particularly as it relates to Community Power's competitiveness.

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. For the recommended rates adjustment effective as of April 1, 2026, Community Power prioritized continuing to provide a deep discount to customers that was adopted by the Board in January 2026.

The Board of Directors' review and approval of the recommended rates adjustment would be consistent with best ratemaking practices. These new proposed rates will continue to provide customers with Community Power's deepest discount and address affordability concerns and will also continue to 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

April 1, 2026, Rates Adjustment

Community Power rates for its PowerOn and PowerBase services mirror SDG&E's rates in terms of rate schedules, Time-Of-Use (TOU) 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. Therefore, Community Power is recommending an adjustment to its rates in response to SDG&E's Advice Letter 4791-E for the implementation of their 2024 GRC Phase 2 and Track 2 Wildfire Mitigation Costs for electric rates effective as of April 1, 2026. This recommended rates design and adjustment by Community Power is necessary to allow the agency to continue to provide world-class customer experience to our customers and to ensure affordability concerns continue to be addressed as well as maintaining equity among all customers.

SDG&E's April 1, 2026, rates adjustment will implement changes adopted from SDG&E's most recent GRC Phase 2. The most impactful changes include the creation of a new Medium Commercial customer class from the existing Small and Large Commercial and Industrial customer classes, updating the revenue that needs to be collected from each customer class, and expanding the TOU mid-day super off-peak period to the full year.

Other changes include aligning how the expanded low-income discount (i.e., E-LI) is applied to commercial customers with the same methodology for residential customers, aligning the medical baseline discount adjustment methodology, increasing commercial monthly service fees, and making various updates to delivery rates consistent with the GRC Phase 2 directives. Lastly, SDG&E will also be increasing delivery rates to collect \$589 million in wildfire-related costs, approximately \$50 million of which is included in SDG&E's revenue requirement for 2026.

Based on SDG&E's March 2 Advice Letter 4791-E filing to implement April 1, 2026, rates, the projected bundled system average generation rates are expected to remain relatively unchanged. However, the customer class specific average commodity rate and PCIA changes are driven by the creation of the new Medium Commercial customer class and the updated revenue allocation between customer classes per SDG&E's GRC Phase 2 settlement.

Community Power is expecting to see an increase in PCIA rates for all vintages relevant to its Large Commercial and Industrial customers, including Vintage Year 2020 (Phase 1 & 2 customers), Vintage Year 2021 (Phase 3 customers), and Vintage Year 2022 (Phase 4 customers), based on SDG&E's March 2 Advice Letter. PCIA rates for Community Power's Small Commercial and Agricultural customers are expected to decrease for all applicable vintages.

Community Power Rates Adjustment Mechanics

Community Power utilized its latest financial projections for rate-adjustment 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 Fiscal Year (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 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.

For the recommended rates adjustment, Community Power prioritized continuing to provide the deep discount to customers that was adopted in the January 1, 2026, effective rates whereby the agency's default PowerOn service electricity generation rates are 4% cheaper compared to SDG&E generation rates and PowerBase service electricity generation rates are 10% cheaper compared to SDG&E's generation rates.

The recommended rates adjustment was carefully designed to continue to meet customer affordability, while still yielding 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.

Furthermore, the recommended rates adjustment and reserve targets should ensure that Community Power meets certain key metrics that are required for and to maintain 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 recommended rates adjustment allows 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.

Recommended Rate Adjustments

The staff recommended rates adjustment before the Board maintains reserves at a level consistent with the amendment of the FY 2025-26 operating budget approved by the Board on February 26, 2026. Specifically, the amendment projected Community Power would end FY 2025-26 with 229-days cash on hand, while the proposed rate adjustment projects Community Power would end FY 2025-26 with 230-days cash on hand. Given the nominal change, the rate adjustment remains consistent with the reserve targets established in the Financial Reserves Policy amended by the Board on December 11, 2025, particularly by maintaining reserves above the 225-days cash on hand reserve target.

Table 1 provides an updated projection of Community Power's FY 2025-26 operating budget given the proposed rate adjustment compared to the amendment of the FY 2025-26 operating budget approved by the Board on February 26, 2026. The updated projection also includes current projections for Community Power's cost of energy, which are projected to decrease by \$18.3 million. Given that the updated projections are lower than the revenue and expense appropriations approved by the Board on February 26, 2026, and given the nominal

change, Community Power is not recommending an adjustment to the FY 2025-26 Operating Budget.

Table 1. Amended FY 2025-26 Operating Budget compared to Updated FY 2025-26 Operating Budget Projections resulting from rate adjustments.

Item	FY26 Amended Budget	FY26 Rate Adjustment	Difference
Operating Revenues			
Gross Ratepayer Revenues	\$ 1,194,789,046	\$ 1,186,522,082	\$ (8,266,964)
(Less 1.75% Uncollectible)	\$ (19,370,133)	\$ (20,764,136)	\$ (1,394,004)
Net Revenue	\$ 1,175,418,914	\$ 1,165,757,945	\$ (9,660,968)
Operating Expenditures			
Cost of Energy	\$ 969,916,628	\$ 951,583,770	\$ (18,332,858)
Non-Energy	\$ 49,987,246	\$ 49,987,246	\$ -
Subtotal Operating Expense	\$ 1,019,903,874	\$ 1,001,571,016	\$ (18,332,858)
Non-Operating Rev and Exp			
Interest Income	\$ (18,294,938)	\$ (18,294,938)	\$ -
Debt Service	\$ 1,514,825	\$ 1,514,825	\$ -
CIP Transfer	\$ 21,880,600	\$ 21,880,600	\$ -
Subtotal	\$ 5,100,487	\$ 5,100,487	\$ -
Total Expense	\$ 1,025,004,360	\$ 1,006,671,503	\$ (18,332,858)
Net Position	\$ 150,414,553	\$ 159,086,443	\$ 8,671,889

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.

A material difference between PCIA rates, associated with when customers transitioned from SDG&E’s bundled service and into Community Power’s service, continues to exist. 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, trifurcation of rates will ensure a fair,

equitable, and balanced rate structure across our customers with differing vintage years that maintains the intended cost savings for all customers.

Summary

Overall, the staff recommended rates adjustment for Board adoption provide the following benefits to Community Power customers and the organization:

- Continue to offer Community Power default PowerOn service electricity generation rates that are 4% cheaper compared to SDG&E rates, to be effective on April 1, 2026.
- Continue to offer Community Power PowerBase service electricity generation rates that are 10% cheaper than SDG&E rates, to be effective on April 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, compared to the 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.

Fiscal Impact

The proposed rates adjustment was carefully designed to continue to meet customer affordability concerns while yielding revenues sufficient to collect Community Power's projected annual power supply costs and pay for other operating costs and debt service costs, to make community investments, to contribute a projected nominal planned reserve margin of 230-days cash on hand at the end of FY 2025-26, and to have a balanced budget.

Strategic Plan

This activity supports the strategic plan goals of (1) evolving rate strategy to ensure competitiveness, affordability, and fiscal sustainability, (2) developing customer strategies to increase retention and engagement and (3) building reserves by \$150M to maintain a reserve target of at least 180-days cash on hand by December 2027.

Attachments

A: Staff's recommended 2026 Community Power rates adjustment for PowerOn and PowerBase services, effective as of April 1, 2026.

ITEM 13
ATTACHMENT A



Attachment A - Staff Recommended 2026 Community Power Rates Adjustment for PowerOn and PowerBase services, effective as of April 1, 2026.

CCA Rate Name	Season	Charge Type	Time of Use Period	PowerBase	PowerOn	Power100 (\$/kWh)
DR	Summer	Generation - 2020 Vintage	Total	\$0.12622	\$0.13717	+ \$0.01
DR	Winter	Generation - 2020 Vintage	Total	\$0.12622	\$0.13717	+ \$0.01
DR-LI-MB	Summer	Generation - 2020 Vintage	Total	\$0.12622	\$0.13717	+ \$0.01
DR-LI-MB	Winter	Generation - 2020 Vintage	Total	\$0.12622	\$0.13717	+ \$0.01
DR-SES	Summer	Generation - 2020 Vintage	On-Peak	\$0.38150	\$0.40968	+ \$0.01
DR-SES	Summer	Generation - 2020 Vintage	Off-Peak	\$0.11768	\$0.12805	+ \$0.01
DR-SES	Summer	Generation - 2020 Vintage	Super Off-Peak	\$0.03630	\$0.04118	+ \$0.01
DR-SES	Winter	Generation - 2020 Vintage	On-Peak	\$0.14146	\$0.15344	+ \$0.01
DR-SES	Winter	Generation - 2020 Vintage	Off-Peak	\$0.09127	\$0.09986	+ \$0.01
DR-SES	Winter	Generation - 2020 Vintage	Super Off-Peak	\$0.02975	\$0.03419	+ \$0.01
EV-TOU	Summer	Generation - 2020 Vintage	On-Peak	\$0.38150	\$0.40968	+ \$0.01
EV-TOU	Summer	Generation - 2020 Vintage	Off-Peak	\$0.11768	\$0.12805	+ \$0.01
EV-TOU	Summer	Generation - 2020 Vintage	Super Off-Peak	\$0.03630	\$0.04118	+ \$0.01
EV-TOU	Winter	Generation - 2020 Vintage	On-Peak	\$0.14146	\$0.15344	+ \$0.01
EV-TOU	Winter	Generation - 2020 Vintage	Off-Peak	\$0.09127	\$0.09986	+ \$0.01
EV-TOU	Winter	Generation - 2020 Vintage	Super Off-Peak	\$0.02975	\$0.03419	+ \$0.01
EV-TOU-2	Summer	Generation - 2020 Vintage	On-Peak	\$0.38150	\$0.40968	+ \$0.01
EV-TOU-2	Summer	Generation - 2020 Vintage	Off-Peak	\$0.11768	\$0.12805	+ \$0.01
EV-TOU-2	Summer	Generation - 2020 Vintage	Super Off-Peak	\$0.03630	\$0.04118	+ \$0.01

EV-TOU-2	Winter	Generation - 2020 Vintage	On-Peak	\$0.14146	\$0.15344	+ \$0.01
EV-TOU-2	Winter	Generation - 2020 Vintage	Off-Peak	\$0.09127	\$0.09986	+ \$0.01
EV-TOU-2	Winter	Generation - 2020 Vintage	Super Off-Peak	\$0.02975	\$0.03419	+ \$0.01

EV-TOU-5	Summer	Generation - 2020 Vintage	On-Peak	\$0.38150	\$0.40968	+ \$0.01
EV-TOU-5	Summer	Generation - 2020 Vintage	Off-Peak	\$0.11768	\$0.12805	+ \$0.01
EV-TOU-5	Summer	Generation - 2020 Vintage	Super Off-Peak	\$0.03630	\$0.04118	+ \$0.01
EV-TOU-5	Winter	Generation - 2020 Vintage	On-Peak	\$0.14146	\$0.15344	+ \$0.01
EV-TOU-5	Winter	Generation - 2020 Vintage	Off-Peak	\$0.09127	\$0.09986	+ \$0.01
EV-TOU-5	Winter	Generation - 2020 Vintage	Super Off-Peak	\$0.02975	\$0.03419	+ \$0.01

TOU-DR-1	Summer	Generation - 2020 Vintage	On-Peak	\$0.27405	\$0.29497	+ \$0.01
TOU-DR-1	Summer	Generation - 2020 Vintage	Off-Peak	\$0.07809	\$0.08579	+ \$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	\$0.20793	\$0.22440	+ \$0.01
TOU-DR-1	Winter	Generation - 2020 Vintage	Off-Peak	\$0.13537	\$0.14694	+ \$0.01
TOU-DR-1	Winter	Generation - 2020 Vintage	Super Off-Peak	\$0.05478	\$0.06091	+ \$0.01

TOU-DR-2	Summer	Generation - 2020 Vintage	On-Peak	\$0.27405	\$0.29497	+ \$0.01
TOU-DR-2	Summer	Generation - 2020 Vintage	Off-Peak	\$0.03882	\$0.04388	+ \$0.01
TOU-DR-2	Winter	Generation - 2020 Vintage	On-Peak	\$0.20793	\$0.22440	+ \$0.01
TOU-DR-2	Winter	Generation - 2020 Vintage	Off-Peak	\$0.08629	\$0.09455	+ \$0.01

TOU-DR	Summer	Generation - 2020 Vintage	On-Peak	\$0.16726	\$0.18099	+ \$0.01
TOU-DR	Summer	Generation - 2020 Vintage	Off-Peak	\$0.11498	\$0.12517	+ \$0.01
TOU-DR	Summer	Generation - 2020 Vintage	Super Off-Peak	\$0.06569	\$0.07256	+ \$0.01
TOU-DR	Winter	Generation - 2020 Vintage	On-Peak	\$0.20774	\$0.22419	+ \$0.01
TOU-DR	Winter	Generation - 2020 Vintage	Off-Peak	\$0.13523	\$0.14679	+ \$0.01
TOU-DR	Winter	Generation - 2020 Vintage	Super Off-Peak	\$0.05471	\$0.06084	+ \$0.01

TOU-A-S	Summer	Generation - 2020 Vintage	On-Peak	\$0.27999	\$0.30017	+ \$0.01
TOU-A-S	Summer	Generation - 2020 Vintage	Off-Peak	\$0.14446	\$0.15549	+ \$0.01
TOU-A-S	Winter	Generation - 2020 Vintage	On-Peak	\$0.15512	\$0.16687	+ \$0.01
TOU-A-S	Winter	Generation - 2020 Vintage	Off-Peak	\$0.06700	\$0.07281	+ \$0.01

TOU-A-P	Summer	Generation - 2020 Vintage	On-Peak	\$0.27850	\$0.29857	+ \$0.01
TOU-A-P	Summer	Generation - 2020 Vintage	Off-Peak	\$0.14364	\$0.15462	+ \$0.01
TOU-A-P	Winter	Generation - 2020 Vintage	On-Peak	\$0.15429	\$0.16599	+ \$0.01
TOU-A-P	Winter	Generation - 2020 Vintage	Off-Peak	\$0.06667	\$0.07246	+ \$0.01

TOU-A-2-S	Summer	Generation - 2020 Vintage	On-Peak	\$0.38380	\$0.41099	+ \$0.01
TOU-A-2-S	Summer	Generation - 2020 Vintage	Off-Peak	\$0.11981	\$0.12918	+ \$0.01
TOU-A-2-S	Summer	Generation - 2020 Vintage	Super Off-Peak	\$0.05887	\$0.06412	+ \$0.01
TOU-A-2-S	Winter	Generation - 2020 Vintage	On-Peak	\$0.14224	\$0.15312	+ \$0.01
TOU-A-2-S	Winter	Generation - 2020 Vintage	Off-Peak	\$0.07204	\$0.07819	+ \$0.01
TOU-A-2-S	Winter	Generation - 2020 Vintage	Super Off-Peak	\$0.05133	\$0.05607	+ \$0.01

TOU-A-2-P	Summer	Generation - 2020 Vintage	On-Peak	\$0.38186	\$0.40891	+ \$0.01
TOU-A-2-P	Summer	Generation - 2020 Vintage	Off-Peak	\$0.11917	\$0.12849	+ \$0.01
TOU-A-2-P	Summer	Generation - 2020 Vintage	Super Off-Peak	\$0.05860	\$0.06384	+ \$0.01
TOU-A-2-P	Winter	Generation - 2020 Vintage	On-Peak	\$0.14150	\$0.15233	+ \$0.01
TOU-A-2-P	Winter	Generation - 2020 Vintage	Off-Peak	\$0.07167	\$0.07779	+ \$0.01
TOU-A-2-P	Winter	Generation - 2020 Vintage	Super Off-Peak	\$0.05109	\$0.05583	+ \$0.01

TOU-A-3-S	Summer	Generation - 2020 Vintage	On-Peak	\$0.28299	\$0.30337	+ \$0.01
TOU-A-3-S	Summer	Generation - 2020 Vintage	Off-Peak	\$0.16512	\$0.17755	+ \$0.01
TOU-A-3-S	Summer	Generation - 2020 Vintage	Super Off-Peak	\$0.05995	\$0.06528	+ \$0.01
TOU-A-3-S	Winter	Generation - 2020 Vintage	On-Peak	\$0.14224	\$0.15312	+ \$0.01
TOU-A-3-S	Winter	Generation - 2020 Vintage	Off-Peak	\$0.07204	\$0.07819	+ \$0.01
TOU-A-3-S	Winter	Generation - 2020 Vintage	Super Off-Peak	\$0.05133	\$0.05607	+ \$0.01

TOU-A-3-P	Summer	Generation - 2020 Vintage	On-Peak	\$0.28153	\$0.30181	+ \$0.01
TOU-A-3-P	Summer	Generation - 2020 Vintage	Off-Peak	\$0.16424	\$0.17660	+ \$0.01
TOU-A-3-P	Summer	Generation - 2020 Vintage	Super Off-Peak	\$0.05957	\$0.06487	+ \$0.01
TOU-A-3-P	Winter	Generation - 2020 Vintage	On-Peak	\$0.14150	\$0.15233	+ \$0.01
TOU-A-3-P	Winter	Generation - 2020 Vintage	Off-Peak	\$0.07167	\$0.07779	+ \$0.01
TOU-A-3-P	Winter	Generation - 2020 Vintage	Super Off-Peak	\$0.05109	\$0.05583	+ \$0.01

A-TC	Summer	Generation - 2020 Vintage	Total	\$0.07784	\$0.08438	+ \$0.01
A-TC	Winter	Generation - 2020 Vintage	Total	\$0.07784	\$0.08438	+ \$0.01

TOU-M	Summer	Generation - 2020 Vintage	On-Peak	\$0.38433	\$0.41277	+ \$0.01
TOU-M	Summer	Generation - 2020 Vintage	Off-Peak	\$0.10793	\$0.11772	+ \$0.01
TOU-M	Summer	Generation - 2020 Vintage	Super Off-Peak	\$0.04090	\$0.04617	+ \$0.01
TOU-M	Winter	Generation - 2020 Vintage	On-Peak	\$0.12672	\$0.13778	+ \$0.01
TOU-M	Winter	Generation - 2020 Vintage	Off-Peak	\$0.05471	\$0.06091	+ \$0.01
TOU-M	Winter	Generation - 2020 Vintage	Super Off-Peak	\$0.03383	\$0.03862	+ \$0.01

OL-TOU	Summer	Generation - 2020 Vintage	On-Peak	\$0.53351	\$0.57202	+ \$0.01
OL-TOU	Summer	Generation - 2020 Vintage	Off-Peak	\$0.16118	\$0.17457	+ \$0.01
OL-TOU	Summer	Generation - 2020 Vintage	Super Off-Peak	\$0.06158	\$0.06825	+ \$0.01
OL-TOU	Winter	Generation - 2020 Vintage	On-Peak	\$0.17015	\$0.18414	+ \$0.01
OL-TOU	Winter	Generation - 2020 Vintage	Off-Peak	\$0.07906	\$0.08691	+ \$0.01
OL-TOU	Winter	Generation - 2020 Vintage	Super Off-Peak	\$0.05264	\$0.05870	+ \$0.01

AL-TOU-M-S	Summer	Demand - 2020 Vintage	On-Peak	\$17.04	\$18.19	
AL-TOU-M-S	Summer	Generation - 2020 Vintage	On-Peak	\$0.20772	\$0.22425	+ \$0.01
AL-TOU-M-S	Summer	Generation - 2020 Vintage	Off-Peak	\$0.11060	\$0.12057	+ \$0.01
AL-TOU-M-S	Summer	Generation - 2020 Vintage	Super Off-Peak	\$0.09124	\$0.09990	+ \$0.01
AL-TOU-M-S	Winter	Generation - 2020 Vintage	On-Peak	\$0.23238	\$0.25057	+ \$0.01
AL-TOU-M-S	Winter	Generation - 2020 Vintage	Off-Peak	\$0.11395	\$0.12415	+ \$0.01
AL-TOU-M-S	Winter	Generation - 2020 Vintage	Super Off-Peak	\$0.07960	\$0.08748	+ \$0.01

AL-TOU-M-P	Summer	Demand - 2020 Vintage	On-Peak	\$16.96	\$18.11	
AL-TOU-M-P	Summer	Generation - 2020 Vintage	On-Peak	\$0.20654	\$0.22298	+ \$0.01
AL-TOU-M-P	Summer	Generation - 2020 Vintage	Off-Peak	\$0.10992	\$0.11984	+ \$0.01
AL-TOU-M-P	Summer	Generation - 2020 Vintage	Super Off-Peak	\$0.09080	\$0.09944	+ \$0.01
AL-TOU-M-P	Winter	Generation - 2020 Vintage	On-Peak	\$0.23115	\$0.24926	+ \$0.01
AL-TOU-M-P	Winter	Generation - 2020 Vintage	Off-Peak	\$0.11333	\$0.12349	+ \$0.01
AL-TOU-M-P	Winter	Generation - 2020 Vintage	Super Off-Peak	\$0.07921	\$0.08706	+ \$0.01

AL-TOU-L-S	Summer	Demand - 2020 Vintage	On-Peak	\$16.32	\$17.43	
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AL-TOU-L-S	Summer	Generation - 2020 Vintage	On-Peak	\$0.19735	\$0.21318	+ \$0.01
AL-TOU-L-S	Summer	Generation - 2020 Vintage	Off-Peak	\$0.10440	\$0.11395	+ \$0.01
AL-TOU-L-S	Summer	Generation - 2020 Vintage	Super Off-Peak	\$0.08572	\$0.09401	+ \$0.01
AL-TOU-L-S	Winter	Generation - 2020 Vintage	On-Peak	\$0.22080	\$0.23821	+ \$0.01
AL-TOU-L-S	Winter	Generation - 2020 Vintage	Off-Peak	\$0.10745	\$0.11721	+ \$0.01
AL-TOU-L-S	Winter	Generation - 2020 Vintage	Super Off-Peak	\$0.07457	\$0.08212	+ \$0.01

AL-TOU-L-P	Summer	Demand - 2020 Vintage	On-Peak	\$16.24	\$17.34	
AL-TOU-L-P	Summer	Generation - 2020 Vintage	On-Peak	\$0.19622	\$0.21197	+ \$0.01
AL-TOU-L-P	Summer	Generation - 2020 Vintage	Off-Peak	\$0.10374	\$0.11325	+ \$0.01
AL-TOU-L-P	Summer	Generation - 2020 Vintage	Super Off-Peak	\$0.08530	\$0.09356	+ \$0.01
AL-TOU-L-P	Winter	Generation - 2020 Vintage	On-Peak	\$0.21962	\$0.23695	+ \$0.01
AL-TOU-L-P	Winter	Generation - 2020 Vintage	Off-Peak	\$0.10686	\$0.11658	+ \$0.01
AL-TOU-L-P	Winter	Generation - 2020 Vintage	Super Off-Peak	\$0.07421	\$0.08173	+ \$0.01

AL-TOU-L-T	Summer	Demand - 2020 Vintage	On-Peak	\$15.55	\$16.60	
AL-TOU-L-T	Summer	Generation - 2020 Vintage	On-Peak	\$0.18621	\$0.20129	+ \$0.01
AL-TOU-L-T	Summer	Generation - 2020 Vintage	Off-Peak	\$0.09775	\$0.10685	+ \$0.01
AL-TOU-L-T	Summer	Generation - 2020 Vintage	Super Off-Peak	\$0.08035	\$0.08828	+ \$0.01
AL-TOU-L-T	Winter	Generation - 2020 Vintage	On-Peak	\$0.20879	\$0.22538	+ \$0.01
AL-TOU-L-T	Winter	Generation - 2020 Vintage	Off-Peak	\$0.10095	\$0.11027	+ \$0.01
AL-TOU-L-T	Winter	Generation - 2020 Vintage	Super Off-Peak	\$0.06972	\$0.07693	+ \$0.01

AL-TOU-2-S	Summer	Demand - 2020 Vintage	On-Peak	\$29.11	\$31.07	
AL-TOU-2-S	Summer	Generation - 2020 Vintage	On-Peak	\$0.17555	\$0.18991	+ \$0.01
AL-TOU-2-S	Summer	Generation - 2020 Vintage	Off-Peak	\$0.09134	\$0.10002	+ \$0.01
AL-TOU-2-S	Summer	Generation - 2020 Vintage	Super Off-Peak	\$0.07411	\$0.08162	+ \$0.01
AL-TOU-2-S	Winter	Generation - 2020 Vintage	On-Peak	\$0.19644	\$0.21220	+ \$0.01
AL-TOU-2-S	Winter	Generation - 2020 Vintage	Off-Peak	\$0.09380	\$0.10264	+ \$0.01
AL-TOU-2-S	Winter	Generation - 2020 Vintage	Super Off-Peak	\$0.06402	\$0.07085	+ \$0.01

AL-TOU-2-P	Summer	Demand - 2020 Vintage	On-Peak	\$28.98	\$30.93	
AL-TOU-2-P	Summer	Generation - 2020 Vintage	On-Peak	\$0.17453	\$0.18882	+ \$0.01
AL-TOU-2-P	Summer	Generation - 2020 Vintage	Off-Peak	\$0.09075	\$0.09938	+ \$0.01

AL-TOU-2-P	Summer	Generation - 2020 Vintage	Super Off-Peak	\$0.07373	\$0.08121	+ \$0.01
AL-TOU-2-P	Winter	Generation - 2020 Vintage	On-Peak	\$0.19536	\$0.21105	+ \$0.01
AL-TOU-2-P	Winter	Generation - 2020 Vintage	Off-Peak	\$0.09325	\$0.10206	+ \$0.01
AL-TOU-2-P	Winter	Generation - 2020 Vintage	Super Off-Peak	\$0.06369	\$0.07050	+ \$0.01

AL-TOU-2-T	Summer	Demand - 2020 Vintage	On-Peak	\$27.73	\$29.60	
AL-TOU-2-T	Summer	Generation - 2020 Vintage	On-Peak	\$0.16544	\$0.17912	+ \$0.01
AL-TOU-2-T	Summer	Generation - 2020 Vintage	Off-Peak	\$0.08531	\$0.09357	+ \$0.01
AL-TOU-2-T	Summer	Generation - 2020 Vintage	Super Off-Peak	\$0.06926	\$0.07644	+ \$0.01
AL-TOU-2-T	Winter	Generation - 2020 Vintage	On-Peak	\$0.18556	\$0.20059	+ \$0.01
AL-TOU-2-T	Winter	Generation - 2020 Vintage	Off-Peak	\$0.08790	\$0.09634	+ \$0.01
AL-TOU-2-T	Winter	Generation - 2020 Vintage	Super Off-Peak	\$0.05962	\$0.06615	+ \$0.01

DG-R-M-S	Summer	Generation - 2020 Vintage	On-Peak	\$0.53284	\$0.57130	+ \$0.01
DG-R-M-S	Summer	Generation - 2020 Vintage	Off-Peak	\$0.16156	\$0.17497	+ \$0.01
DG-R-M-S	Summer	Generation - 2020 Vintage	Super Off-Peak	\$0.06158	\$0.06825	+ \$0.01
DG-R-M-S	Winter	Generation - 2020 Vintage	On-Peak	\$0.17015	\$0.18414	+ \$0.01
DG-R-M-S	Winter	Generation - 2020 Vintage	Off-Peak	\$0.07906	\$0.08691	+ \$0.01
DG-R-M-S	Winter	Generation - 2020 Vintage	Super Off-Peak	\$0.05264	\$0.05870	+ \$0.01

DG-R-M-P	Summer	Generation - 2020 Vintage	On-Peak	\$0.53012	\$0.56840	+ \$0.01
DG-R-M-P	Summer	Generation - 2020 Vintage	Off-Peak	\$0.16065	\$0.17400	+ \$0.01
DG-R-M-P	Summer	Generation - 2020 Vintage	Super Off-Peak	\$0.06126	\$0.06790	+ \$0.01
DG-R-M-P	Winter	Generation - 2020 Vintage	On-Peak	\$0.16920	\$0.18313	+ \$0.01
DG-R-M-P	Winter	Generation - 2020 Vintage	Off-Peak	\$0.07858	\$0.08640	+ \$0.01
DG-R-M-P	Winter	Generation - 2020 Vintage	Super Off-Peak	\$0.05234	\$0.05838	+ \$0.01

DG-R-L-S	Summer	Generation - 2020 Vintage	On-Peak	\$0.50878	\$0.54562	+ \$0.01
DG-R-L-S	Summer	Generation - 2020 Vintage	Off-Peak	\$0.15324	\$0.16609	+ \$0.01
DG-R-L-S	Summer	Generation - 2020 Vintage	Super Off-Peak	\$0.05734	\$0.06372	+ \$0.01
DG-R-L-S	Winter	Generation - 2020 Vintage	On-Peak	\$0.16124	\$0.17463	+ \$0.01
DG-R-L-S	Winter	Generation - 2020 Vintage	Off-Peak	\$0.07407	\$0.08157	+ \$0.01
DG-R-L-S	Winter	Generation - 2020 Vintage	Super Off-Peak	\$0.04877	\$0.05457	+ \$0.01

DG-R-L-P	Summer	Generation - 2020 Vintage	On-Peak	\$0.50618	\$0.54285	+ \$0.01
DG-R-L-P	Summer	Generation - 2020 Vintage	Off-Peak	\$0.15236	\$0.16515	+ \$0.01
DG-R-L-P	Summer	Generation - 2020 Vintage	Super Off-Peak	\$0.05702	\$0.06338	+ \$0.01
DG-R-L-P	Winter	Generation - 2020 Vintage	On-Peak	\$0.16033	\$0.17366	+ \$0.01
DG-R-L-P	Winter	Generation - 2020 Vintage	Off-Peak	\$0.07361	\$0.08108	+ \$0.01
DG-R-L-P	Winter	Generation - 2020 Vintage	Super Off-Peak	\$0.04850	\$0.05428	+ \$0.01

DG-R-L-T	Summer	Generation - 2020 Vintage	On-Peak	\$0.48316	\$0.51827	+ \$0.01
DG-R-L-T	Summer	Generation - 2020 Vintage	Off-Peak	\$0.14438	\$0.15663	+ \$0.01
DG-R-L-T	Summer	Generation - 2020 Vintage	Super Off-Peak	\$0.05322	\$0.05932	+ \$0.01
DG-R-L-T	Winter	Generation - 2020 Vintage	On-Peak	\$0.15200	\$0.16476	+ \$0.01
DG-R-L-T	Winter	Generation - 2020 Vintage	Off-Peak	\$0.06905	\$0.07622	+ \$0.01
DG-R-L-T	Winter	Generation - 2020 Vintage	Super Off-Peak	\$0.04504	\$0.05059	+ \$0.01

A6-TOU-P	Summer	Demand - 2020 Vintage	Total	\$16.24	\$17.34	
A6-TOU-P	Summer	Generation - 2020 Vintage	On-Peak	\$0.19622	\$0.21197	+ \$0.01
A6-TOU-P	Summer	Generation - 2020 Vintage	Off-Peak	\$0.10374	\$0.11325	+ \$0.01
A6-TOU-P	Summer	Generation - 2020 Vintage	Super Off-Peak	\$0.08530	\$0.09356	+ \$0.01
A6-TOU-P	Winter	Generation - 2020 Vintage	On-Peak	\$0.21962	\$0.23695	+ \$0.01
A6-TOU-P	Winter	Generation - 2020 Vintage	Off-Peak	\$0.10686	\$0.11658	+ \$0.01
A6-TOU-P	Winter	Generation - 2020 Vintage	Super Off-Peak	\$0.07421	\$0.08173	+ \$0.01

A6-TOU-T	Summer	Demand - 2020 Vintage	Total	\$15.55	\$16.60	
A6-TOU-T	Summer	Generation - 2020 Vintage	On-Peak	\$0.18621	\$0.20129	+ \$0.01
A6-TOU-T	Summer	Generation - 2020 Vintage	Off-Peak	\$0.09775	\$0.10685	+ \$0.01
A6-TOU-T	Summer	Generation - 2020 Vintage	Super Off-Peak	\$0.08035	\$0.08828	+ \$0.01
A6-TOU-T	Winter	Generation - 2020 Vintage	On-Peak	\$0.20879	\$0.22538	+ \$0.01
A6-TOU-T	Winter	Generation - 2020 Vintage	Off-Peak	\$0.10095	\$0.11027	+ \$0.01
A6-TOU-T	Winter	Generation - 2020 Vintage	Super Off-Peak	\$0.06972	\$0.07693	+ \$0.01

TOU-PA-S	Summer	Generation - 2020 Vintage	On-Peak	\$0.23878	\$0.25697	+ \$0.01
TOU-PA-S	Summer	Generation - 2020 Vintage	Off-Peak	\$0.11810	\$0.12816	+ \$0.01
TOU-PA-S	Winter	Generation - 2020 Vintage	On-Peak	\$0.10904	\$0.11847	+ \$0.01
TOU-PA-S	Winter	Generation - 2020 Vintage	Off-Peak	\$0.03732	\$0.04192	+ \$0.01

TOU-PA-P	Summer	Generation - 2020 Vintage	On-Peak	\$0.23742	\$0.25553	+ \$0.01
TOU-PA-P	Summer	Generation - 2020 Vintage	Off-Peak	\$0.11736	\$0.12736	+ \$0.01
TOU-PA-P	Winter	Generation - 2020 Vintage	On-Peak	\$0.10838	\$0.11777	+ \$0.01
TOU-PA-P	Winter	Generation - 2020 Vintage	Off-Peak	\$0.03706	\$0.04164	+ \$0.01

TOU-PA-2-S	Summer	Demand - 2020 Vintage	On-Peak	\$11.22	\$11.98	
TOU-PA-2-S	Summer	Generation - 2020 Vintage	On-Peak	\$0.11690	\$0.12687	+ \$0.01
TOU-PA-2-S	Summer	Generation - 2020 Vintage	Off-Peak	\$0.05868	\$0.06473	+ \$0.01
TOU-PA-2-S	Summer	Generation - 2020 Vintage	Super Off-Peak	\$0.04467	\$0.04977	+ \$0.01
TOU-PA-2-S	Winter	Generation - 2020 Vintage	On-Peak	\$0.12765	\$0.13835	+ \$0.01
TOU-PA-2-S	Winter	Generation - 2020 Vintage	Off-Peak	\$0.05803	\$0.06402	+ \$0.01
TOU-PA-2-S	Winter	Generation - 2020 Vintage	Super Off-Peak	\$0.03782	\$0.04245	+ \$0.01

TOU-PA-2-P	Summer	Demand - 2020 Vintage	On-Peak	\$11.17	\$11.92	
TOU-PA-2-P	Summer	Generation - 2020 Vintage	On-Peak	\$0.11621	\$0.12613	+ \$0.01
TOU-PA-2-P	Summer	Generation - 2020 Vintage	Off-Peak	\$0.05829	\$0.06431	+ \$0.01
TOU-PA-2-P	Summer	Generation - 2020 Vintage	Super Off-Peak	\$0.04441	\$0.04949	+ \$0.01
TOU-PA-2-P	Winter	Generation - 2020 Vintage	On-Peak	\$0.12692	\$0.13757	+ \$0.01
TOU-PA-2-P	Winter	Generation - 2020 Vintage	Off-Peak	\$0.05765	\$0.06363	+ \$0.01
TOU-PA-2-P	Winter	Generation - 2020 Vintage	Super Off-Peak	\$0.03759	\$0.04221	+ \$0.01

TOU-PA-3-S <20kW	Summer	Generation - 2020 Vintage	On-Peak	\$0.27903	\$0.29994	+ \$0.01
TOU-PA-3-S <20kW	Summer	Generation - 2020 Vintage	Off-Peak	\$0.13680	\$0.14812	+ \$0.01
TOU-PA-3-S <20kW	Summer	Generation - 2020 Vintage	Super Off-Peak	\$0.04904	\$0.05443	+ \$0.01
TOU-PA-3-S <20kW	Winter	Generation - 2020 Vintage	On-Peak	\$0.09906	\$0.10783	+ \$0.01
TOU-PA-3-S <20kW	Winter	Generation - 2020 Vintage	Off-Peak	\$0.04199	\$0.04690	+ \$0.01
TOU-PA-3-S <20kW	Winter	Generation - 2020 Vintage	Super Off-Peak	\$0.02543	\$0.02923	+ \$0.01

TOU-PA-3-P <20kW	Summer	Generation - 2020 Vintage	On-Peak	\$0.27753	\$0.29834	+ \$0.01
TOU-PA-3-P <20kW	Summer	Generation - 2020 Vintage	Off-Peak	\$0.13599	\$0.14725	+ \$0.01
TOU-PA-3-P <20kW	Summer	Generation - 2020 Vintage	Super Off-Peak	\$0.04866	\$0.05402	+ \$0.01
TOU-PA-3-P <20kW	Winter	Generation - 2020 Vintage	On-Peak	\$0.09846	\$0.10719	+ \$0.01
TOU-PA-3-P <20kW	Winter	Generation - 2020 Vintage	Off-Peak	\$0.04168	\$0.04658	+ \$0.01

TOU-PA-3-P <20kW	Winter	Generation - 2020 Vintage	Super Off-Peak	\$0.02524	\$0.02903	+ \$0.01
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TOU-PA-3-S >=20kW	Summer	Demand - 2020 Vintage	On-Peak	\$2.69	\$2.88	
TOU-PA-3-S >=20kW	Summer	Generation - 2020 Vintage	On-Peak	\$0.25495	\$0.27424	+ \$0.01
TOU-PA-3-S >=20kW	Summer	Generation - 2020 Vintage	Off-Peak	\$0.12045	\$0.13066	+ \$0.01
TOU-PA-3-S >=20kW	Summer	Generation - 2020 Vintage	Super Off-Peak	\$0.04131	\$0.04618	+ \$0.01
TOU-PA-3-S >=20kW	Winter	Generation - 2020 Vintage	On-Peak	\$0.09313	\$0.10150	+ \$0.01
TOU-PA-3-S >=20kW	Winter	Generation - 2020 Vintage	Off-Peak	\$0.03866	\$0.04335	+ \$0.01
TOU-PA-3-S >=20kW	Winter	Generation - 2020 Vintage	Super Off-Peak	\$0.02286	\$0.02649	+ \$0.01

TOU-PA-3-P >=20kW	Summer	Demand - 2020 Vintage	On-Peak	\$2.69	\$2.87	
TOU-PA-3-P >=20kW	Summer	Generation - 2020 Vintage	On-Peak	\$0.25360	\$0.27279	+ \$0.01
TOU-PA-3-P >=20kW	Summer	Generation - 2020 Vintage	Off-Peak	\$0.11975	\$0.12991	+ \$0.01
TOU-PA-3-P >=20kW	Summer	Generation - 2020 Vintage	Super Off-Peak	\$0.04096	\$0.04581	+ \$0.01
TOU-PA-3-P >=20kW	Winter	Generation - 2020 Vintage	On-Peak	\$0.09253	\$0.10086	+ \$0.01
TOU-PA-3-P >=20kW	Winter	Generation - 2020 Vintage	Off-Peak	\$0.03833	\$0.04300	+ \$0.01
TOU-PA-3-P >=20kW	Winter	Generation - 2020 Vintage	Super Off-Peak	\$0.02260	\$0.02621	+ \$0.01

PA-T-1-S	Summer	Demand - 2020 Vintage	On-Peak	\$6.29	\$6.71	
PA-T-1-S	Summer	Generation - 2020 Vintage	On-Peak	\$0.12407	\$0.13452	+ \$0.01
PA-T-1-S	Summer	Generation - 2020 Vintage	Off-Peak	\$0.06311	\$0.06945	+ \$0.01
PA-T-1-S	Summer	Generation - 2020 Vintage	Super Off-Peak	\$0.04977	\$0.05521	+ \$0.01
PA-T-1-S	Winter	Generation - 2020 Vintage	On-Peak	\$0.13838	\$0.14980	+ \$0.01
PA-T-1-S	Winter	Generation - 2020 Vintage	Off-Peak	\$0.06404	\$0.07044	+ \$0.01
PA-T-1-S	Winter	Generation - 2020 Vintage	Super Off-Peak	\$0.04247	\$0.04741	+ \$0.01

PA-T-1-P	Summer	Demand - 2020 Vintage	On-Peak	\$6.26	\$6.68	
PA-T-1-P	Summer	Generation - 2020 Vintage	On-Peak	\$0.12332	\$0.13373	+ \$0.01
PA-T-1-P	Summer	Generation - 2020 Vintage	Off-Peak	\$0.06268	\$0.06899	+ \$0.01
PA-T-1-P	Summer	Generation - 2020 Vintage	Super Off-Peak	\$0.04950	\$0.05492	+ \$0.01
PA-T-1-P	Winter	Generation - 2020 Vintage	On-Peak	\$0.13760	\$0.14897	+ \$0.01
PA-T-1-P	Winter	Generation - 2020 Vintage	Off-Peak	\$0.06365	\$0.07002	+ \$0.01
PA-T-1-P	Winter	Generation - 2020 Vintage	Super Off-Peak	\$0.04222	\$0.04715	+ \$0.01

PA-T-1-T	Summer	Demand - 2020 Vintage	On-Peak	\$5.98	\$6.39	
PA-T-1-T	Summer	Generation - 2020 Vintage	On-Peak	\$0.11671	\$0.12667	+ \$0.01
PA-T-1-T	Summer	Generation - 2020 Vintage	Off-Peak	\$0.05869	\$0.06474	+ \$0.01
PA-T-1-T	Summer	Generation - 2020 Vintage	Super Off-Peak	\$0.04625	\$0.05146	+ \$0.01
PA-T-1-T	Winter	Generation - 2020 Vintage	On-Peak	\$0.13050	\$0.14139	+ \$0.01
PA-T-1-T	Winter	Generation - 2020 Vintage	Off-Peak	\$0.05976	\$0.06587	+ \$0.01
PA-T-1-T	Winter	Generation - 2020 Vintage	Super Off-Peak	\$0.03927	\$0.04401	+ \$0.01

LS	All	Generation - 2020 Vintage	Total	\$0.07937	\$0.08655	+ \$0.01
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OL-2	All	Generation - 2020 Vintage	Total	\$0.07937	\$0.08655	+ \$0.01
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LS-2-AD	Summer	Generation - 2020 Vintage	On-Peak	\$0.27486	\$0.29524	+ \$0.01
LS-2-AD	Summer	Generation - 2020 Vintage	Off-Peak	\$0.15699	\$0.16942	+ \$0.01
LS-2-AD	Summer	Generation - 2020 Vintage	Super Off-Peak	\$0.05182	\$0.05715	+ \$0.01
LS-2-AD	Winter	Generation - 2020 Vintage	On-Peak	\$0.13411	\$0.14499	+ \$0.01
LS-2-AD	Winter	Generation - 2020 Vintage	Off-Peak	\$0.06391	\$0.07006	+ \$0.01
LS-2-AD	Winter	Generation - 2020 Vintage	Super Off-Peak	\$0.04320	\$0.04794	+ \$0.01

G-TOU-M	Summer	Generation - 2020 Vintage	On-Peak	\$0.16523	\$0.17889	+ \$0.01
G-TOU-M	Summer	Generation - 2020 Vintage	Semi-Peak	\$0.15999	\$0.17330	+ \$0.01
G-TOU-M	Summer	Generation - 2020 Vintage	Off-Peak	\$0.15474	\$0.16769	+ \$0.01
G-TOU-M	Winter	Generation - 2020 Vintage	On-Peak	\$0.16358	\$0.17713	+ \$0.01
G-TOU-M	Winter	Generation - 2020 Vintage	Semi-Peak	\$0.05692	\$0.06327	+ \$0.01
G-TOU-M	Winter	Generation - 2020 Vintage	Off-Peak	\$0.05690	\$0.06325	+ \$0.01

G-OL-TOU	Summer	Generation - 2020 Vintage	On-Peak	\$0.13754	\$0.14933	+ \$0.01
G-OL-TOU	Summer	Generation - 2020 Vintage	Semi-Peak	\$0.13126	\$0.14263	+ \$0.01
G-OL-TOU	Summer	Generation - 2020 Vintage	Off-Peak	\$0.12639	\$0.13743	+ \$0.01
G-OL-TOU	Winter	Generation - 2020 Vintage	On-Peak	\$0.34184	\$0.36742	+ \$0.01
G-OL-TOU	Winter	Generation - 2020 Vintage	Semi-Peak	\$0.14046	\$0.15245	+ \$0.01
G-OL-TOU	Winter	Generation - 2020 Vintage	Off-Peak	\$0.14044	\$0.15243	+ \$0.01

G-TOU-A-S	Summer	Generation - 2020 Vintage	On-Peak	\$0.32155	\$0.34453	+ \$0.01
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G-TOU-A-S	Summer	Generation - 2020 Vintage	Semi-Peak	\$0.17524	\$0.18835	+ \$0.01
G-TOU-A-S	Summer	Generation - 2020 Vintage	Off-Peak	\$0.06994	\$0.07594	+ \$0.01
G-TOU-A-S	Winter	Generation - 2020 Vintage	On-Peak	\$0.17682	\$0.19003	+ \$0.01
G-TOU-A-S	Winter	Generation - 2020 Vintage	Semi-Peak	\$0.07366	\$0.07992	+ \$0.01
G-TOU-A-S	Winter	Generation - 2020 Vintage	Off-Peak	\$0.07318	\$0.07940	+ \$0.01

G-TOU-A-P	Summer	Generation - 2020 Vintage	On-Peak	\$0.31976	\$0.34262	+ \$0.01
G-TOU-A-P	Summer	Generation - 2020 Vintage	Semi-Peak	\$0.17422	\$0.18726	+ \$0.01
G-TOU-A-P	Summer	Generation - 2020 Vintage	Off-Peak	\$0.06947	\$0.07545	+ \$0.01
G-TOU-A-P	Winter	Generation - 2020 Vintage	On-Peak	\$0.17587	\$0.18903	+ \$0.01
G-TOU-A-P	Winter	Generation - 2020 Vintage	Semi-Peak	\$0.07325	\$0.07948	+ \$0.01
G-TOU-A-P	Winter	Generation - 2020 Vintage	Off-Peak	\$0.07277	\$0.07897	+ \$0.01

G-AL-TOU-M-S	Summer	Demand - 2020 Vintage	On-Peak	\$1.75	\$1.87	
G-AL-TOU-M-S	Summer	Generation - 2020 Vintage	On-Peak	\$0.10157	\$0.11093	+ \$0.01
G-AL-TOU-M-S	Summer	Generation - 2020 Vintage	Semi-Peak	\$0.10124	\$0.11058	+ \$0.01
G-AL-TOU-M-S	Summer	Generation - 2020 Vintage	Off-Peak	\$0.09779	\$0.10690	+ \$0.01
G-AL-TOU-M-S	Winter	Generation - 2020 Vintage	On-Peak	\$0.38196	\$0.41025	+ \$0.01
G-AL-TOU-M-S	Winter	Generation - 2020 Vintage	Semi-Peak	\$0.15926	\$0.17252	+ \$0.01
G-AL-TOU-M-S	Winter	Generation - 2020 Vintage	Off-Peak	\$0.15925	\$0.17250	+ \$0.01

G-AL-TOU-M-P	Summer	Demand - 2020 Vintage	On-Peak	\$1.74	\$1.86	
G-AL-TOU-M-P	Summer	Generation - 2020 Vintage	On-Peak	\$0.10084	\$0.11015	+ \$0.01
G-AL-TOU-M-P	Summer	Generation - 2020 Vintage	Semi-Peak	\$0.10051	\$0.10980	+ \$0.01
G-AL-TOU-M-P	Summer	Generation - 2020 Vintage	Off-Peak	\$0.09709	\$0.10615	+ \$0.01
G-AL-TOU-M-P	Winter	Generation - 2020 Vintage	On-Peak	\$0.37993	\$0.40808	+ \$0.01
G-AL-TOU-M-P	Winter	Generation - 2020 Vintage	Semi-Peak	\$0.15840	\$0.17160	+ \$0.01
G-AL-TOU-M-P	Winter	Generation - 2020 Vintage	Off-Peak	\$0.15838	\$0.17158	+ \$0.01

G-AL-TOU-L-S	Summer	Demand - 2020 Vintage	On-Peak	\$1.65	\$1.77	
G-AL-TOU-L-S	Summer	Generation - 2020 Vintage	On-Peak	\$0.09226	\$0.10099	+ \$0.01
G-AL-TOU-L-S	Summer	Generation - 2020 Vintage	Semi-Peak	\$0.09193	\$0.10064	+ \$0.01
G-AL-TOU-L-S	Summer	Generation - 2020 Vintage	Off-Peak	\$0.08849	\$0.09697	+ \$0.01
G-AL-TOU-L-S	Winter	Generation - 2020 Vintage	On-Peak	\$0.35307	\$0.37941	+ \$0.01

G-AL-TOU-L-S	Winter	Generation - 2020 Vintage	Semi-Peak	\$0.14572	\$0.15806	+ \$0.01
G-AL-TOU-L-S	Winter	Generation - 2020 Vintage	Off-Peak	\$0.14570	\$0.15804	+ \$0.01

G-AL-TOU-L-P	Summer	Demand - 2020 Vintage	On-Peak	\$1.64	\$1.76	
G-AL-TOU-L-P	Summer	Generation - 2020 Vintage	On-Peak	\$0.09158	\$0.10027	+ \$0.01
G-AL-TOU-L-P	Summer	Generation - 2020 Vintage	Semi-Peak	\$0.09125	\$0.09992	+ \$0.01
G-AL-TOU-L-P	Summer	Generation - 2020 Vintage	Off-Peak	\$0.08783	\$0.09627	+ \$0.01
G-AL-TOU-L-P	Winter	Generation - 2020 Vintage	On-Peak	\$0.35118	\$0.37739	+ \$0.01
G-AL-TOU-L-P	Winter	Generation - 2020 Vintage	Semi-Peak	\$0.14492	\$0.15721	+ \$0.01
G-AL-TOU-L-P	Winter	Generation - 2020 Vintage	Off-Peak	\$0.14490	\$0.15719	+ \$0.01

G-AL-TOU-L-T	Summer	Demand - 2020 Vintage	On-Peak	\$1.57	\$1.68	
G-AL-TOU-L-T	Summer	Generation - 2020 Vintage	On-Peak	\$0.08588	\$0.09418	+ \$0.01
G-AL-TOU-L-T	Summer	Generation - 2020 Vintage	Semi-Peak	\$0.08556	\$0.09385	+ \$0.01
G-AL-TOU-L-T	Summer	Generation - 2020 Vintage	Off-Peak	\$0.08228	\$0.09034	+ \$0.01
G-AL-TOU-L-T	Winter	Generation - 2020 Vintage	On-Peak	\$0.33454	\$0.35962	+ \$0.01
G-AL-TOU-L-T	Winter	Generation - 2020 Vintage	Semi-Peak	\$0.13734	\$0.14911	+ \$0.01
G-AL-TOU-L-T	Winter	Generation - 2020 Vintage	Off-Peak	\$0.13732	\$0.14909	+ \$0.01

G-DG-R-M-S	Summer	Generation - 2020 Vintage	On-Peak	\$0.13687	\$0.14861	+ \$0.01
G-DG-R-M-S	Summer	Generation - 2020 Vintage	Semi-Peak	\$0.13165	\$0.14304	+ \$0.01
G-DG-R-M-S	Summer	Generation - 2020 Vintage	Off-Peak	\$0.12639	\$0.13743	+ \$0.01
G-DG-R-M-S	Winter	Generation - 2020 Vintage	On-Peak	\$0.34184	\$0.36742	+ \$0.01
G-DG-R-M-S	Winter	Generation - 2020 Vintage	Semi-Peak	\$0.14046	\$0.15245	+ \$0.01
G-DG-R-M-S	Winter	Generation - 2020 Vintage	Off-Peak	\$0.14044	\$0.15243	+ \$0.01

G-DG-R-M-P	Summer	Generation - 2020 Vintage	On-Peak	\$0.13599	\$0.14767	+ \$0.01
G-DG-R-M-P	Summer	Generation - 2020 Vintage	Semi-Peak	\$0.13077	\$0.14210	+ \$0.01
G-DG-R-M-P	Summer	Generation - 2020 Vintage	Off-Peak	\$0.12553	\$0.13651	+ \$0.01
G-DG-R-M-P	Winter	Generation - 2020 Vintage	On-Peak	\$0.34001	\$0.36547	+ \$0.01
G-DG-R-M-P	Winter	Generation - 2020 Vintage	Semi-Peak	\$0.13968	\$0.15161	+ \$0.01
G-DG-R-M-P	Winter	Generation - 2020 Vintage	Off-Peak	\$0.13966	\$0.15159	+ \$0.01

G-DG-R-L-S	Summer	Generation - 2020 Vintage	On-Peak	\$0.12558	\$0.13657	+ \$0.01
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G-DG-R-L-S	Summer	Generation - 2020 Vintage	Semi-Peak	\$0.12037	\$0.13100	+ \$0.01
G-DG-R-L-S	Summer	Generation - 2020 Vintage	Off-Peak	\$0.11512	\$0.12540	+ \$0.01
G-DG-R-L-S	Winter	Generation - 2020 Vintage	On-Peak	\$0.31571	\$0.33953	+ \$0.01
G-DG-R-L-S	Winter	Generation - 2020 Vintage	Semi-Peak	\$0.12822	\$0.13938	+ \$0.01
G-DG-R-L-S	Winter	Generation - 2020 Vintage	Off-Peak	\$0.12820	\$0.13936	+ \$0.01

G-DG-R-L-P	Summer	Generation - 2020 Vintage	On-Peak	\$0.12477	\$0.13569	+ \$0.01
G-DG-R-L-P	Summer	Generation - 2020 Vintage	Semi-Peak	\$0.11956	\$0.13013	+ \$0.01
G-DG-R-L-P	Summer	Generation - 2020 Vintage	Off-Peak	\$0.11432	\$0.12454	+ \$0.01
G-DG-R-L-P	Winter	Generation - 2020 Vintage	On-Peak	\$0.31401	\$0.33770	+ \$0.01
G-DG-R-L-P	Winter	Generation - 2020 Vintage	Semi-Peak	\$0.12749	\$0.13860	+ \$0.01
G-DG-R-L-P	Winter	Generation - 2020 Vintage	Off-Peak	\$0.12747	\$0.13858	+ \$0.01

G-DG-R-L-T	Summer	Generation - 2020 Vintage	On-Peak	\$0.11787	\$0.12834	+ \$0.01
G-DG-R-L-T	Summer	Generation - 2020 Vintage	Semi-Peak	\$0.11268	\$0.12279	+ \$0.01
G-DG-R-L-T	Summer	Generation - 2020 Vintage	Off-Peak	\$0.10759	\$0.11736	+ \$0.01
G-DG-R-L-T	Winter	Generation - 2020 Vintage	On-Peak	\$0.29895	\$0.32164	+ \$0.01
G-DG-R-L-T	Winter	Generation - 2020 Vintage	Semi-Peak	\$0.12063	\$0.13128	+ \$0.01
G-DG-R-L-T	Winter	Generation - 2020 Vintage	Off-Peak	\$0.12061	\$0.13126	+ \$0.01

G-A6-TOU-P	Summer	Demand - 2020 Vintage	Total	\$1.64	\$1.76	
G-A6-TOU-P	Summer	Generation - 2020 Vintage	On-Peak	\$0.09158	\$0.10027	+ \$0.01
G-A6-TOU-P	Summer	Generation - 2020 Vintage	Semi-Peak	\$0.09125	\$0.09992	+ \$0.01
G-A6-TOU-P	Summer	Generation - 2020 Vintage	Off-Peak	\$0.08783	\$0.09627	+ \$0.01
G-A6-TOU-P	Winter	Generation - 2020 Vintage	On-Peak	\$0.35118	\$0.37739	+ \$0.01
G-A6-TOU-P	Winter	Generation - 2020 Vintage	Semi-Peak	\$0.14492	\$0.15721	+ \$0.01
G-A6-TOU-P	Winter	Generation - 2020 Vintage	Off-Peak	\$0.14490	\$0.15719	+ \$0.01

G-A6-TOU-T	Summer	Demand - 2020 Vintage	Total	\$1.57	\$1.68	
G-A6-TOU-T	Summer	Generation - 2020 Vintage	On-Peak	\$0.08588	\$0.09418	+ \$0.01
G-A6-TOU-T	Summer	Generation - 2020 Vintage	Semi-Peak	\$0.08556	\$0.09385	+ \$0.01
G-A6-TOU-T	Summer	Generation - 2020 Vintage	Off-Peak	\$0.08228	\$0.09034	+ \$0.01
G-A6-TOU-T	Winter	Generation - 2020 Vintage	On-Peak	\$0.33454	\$0.35962	+ \$0.01
G-A6-TOU-T	Winter	Generation - 2020 Vintage	Semi-Peak	\$0.13734	\$0.14911	+ \$0.01

G-A6-TOU-T	Winter	Generation - 2020 Vintage	Off-Peak	\$0.13732	\$0.14909	+ \$0.01
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G-PA-T-1-S	Summer	Demand - 2020 Vintage	On-Peak	\$0.63	\$0.67	
G-PA-T-1-S	Summer	Generation - 2020 Vintage	On-Peak	\$0.05555	\$0.06138	+ \$0.01
G-PA-T-1-S	Summer	Generation - 2020 Vintage	Semi-Peak	\$0.05531	\$0.06113	+ \$0.01
G-PA-T-1-S	Summer	Generation - 2020 Vintage	Off-Peak	\$0.05152	\$0.05708	+ \$0.01
G-PA-T-1-S	Winter	Generation - 2020 Vintage	On-Peak	\$0.21075	\$0.22705	+ \$0.01
G-PA-T-1-S	Winter	Generation - 2020 Vintage	Semi-Peak	\$0.08240	\$0.09004	+ \$0.01
G-PA-T-1-S	Winter	Generation - 2020 Vintage	Off-Peak	\$0.08238	\$0.09002	+ \$0.01

G-PA-T-1-P	Summer	Demand - 2020 Vintage	On-Peak	\$0.63	\$0.67	
G-PA-T-1-P	Summer	Generation - 2020 Vintage	On-Peak	\$0.05056	\$0.05605	+ \$0.01
G-PA-T-1-P	Summer	Generation - 2020 Vintage	Semi-Peak	\$0.05033	\$0.05580	+ \$0.01
G-PA-T-1-P	Summer	Generation - 2020 Vintage	Off-Peak	\$0.04656	\$0.05178	+ \$0.01
G-PA-T-1-P	Winter	Generation - 2020 Vintage	On-Peak	\$0.20959	\$0.22581	+ \$0.01
G-PA-T-1-P	Winter	Generation - 2020 Vintage	Semi-Peak	\$0.08190	\$0.08951	+ \$0.01
G-PA-T-1-P	Winter	Generation - 2020 Vintage	Off-Peak	\$0.08188	\$0.08949	+ \$0.01

G-PA-T-1-T	Summer	Demand - 2020 Vintage	On-Peak	\$0.60	\$0.65	
G-PA-T-1-T	Summer	Generation - 2020 Vintage	On-Peak	\$0.05128	\$0.05682	+ \$0.01
G-PA-T-1-T	Summer	Generation - 2020 Vintage	Semi-Peak	\$0.05106	\$0.05659	+ \$0.01
G-PA-T-1-T	Summer	Generation - 2020 Vintage	Off-Peak	\$0.04745	\$0.05273	+ \$0.01
G-PA-T-1-T	Winter	Generation - 2020 Vintage	On-Peak	\$0.20822	\$0.22435	+ \$0.01
G-PA-T-1-T	Winter	Generation - 2020 Vintage	Semi-Peak	\$0.08130	\$0.08887	+ \$0.01
G-PA-T-1-T	Winter	Generation - 2020 Vintage	Off-Peak	\$0.08129	\$0.08885	+ \$0.01

G-TOU-PA-S < 20kW	Summer	Generation - 2020 Vintage	On-Peak	\$0.31185	\$0.33498	+ \$0.01
G-TOU-PA-S < 20kW	Summer	Generation - 2020 Vintage	Semi-Peak	\$0.12270	\$0.13306	+ \$0.01
G-TOU-PA-S < 20kW	Summer	Generation - 2020 Vintage	Off-Peak	\$0.05749	\$0.06345	+ \$0.01
G-TOU-PA-S < 20kW	Winter	Generation - 2020 Vintage	On-Peak	\$0.11917	\$0.12929	+ \$0.01
G-TOU-PA-S < 20kW	Winter	Generation - 2020 Vintage	Semi-Peak	\$0.03947	\$0.04422	+ \$0.01
G-TOU-PA-S < 20kW	Winter	Generation - 2020 Vintage	Off-Peak	\$0.03945	\$0.04420	+ \$0.01

G-TOU-PA-P < 20kW	Summer	Generation - 2020 Vintage	On-Peak	\$0.31005	\$0.33305	+ \$0.01
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G-TOU-PA-P < 20kW	Summer	Generation - 2020 Vintage	Semi-Peak	\$0.12189	\$0.13220	+ \$0.01
G-TOU-PA-P < 20kW	Summer	Generation - 2020 Vintage	Off-Peak	\$0.05703	\$0.06296	+ \$0.01
G-TOU-PA-P < 20kW	Winter	Generation - 2020 Vintage	On-Peak	\$0.11838	\$0.12845	+ \$0.01
G-TOU-PA-P < 20kW	Winter	Generation - 2020 Vintage	Semi-Peak	\$0.03910	\$0.04382	+ \$0.01
G-TOU-PA-P < 20kW	Winter	Generation - 2020 Vintage	Off-Peak	\$0.03909	\$0.04381	+ \$0.01

G-TOU-PA-S >= 20kW	Summer	Demand - 2020 Vintage	On-Peak	\$1.00	\$1.06	
G-TOU-PA-S >= 20kW	Summer	Generation - 2020 Vintage	On-Peak	\$0.06195	\$0.06821	+ \$0.01
G-TOU-PA-S >= 20kW	Summer	Generation - 2020 Vintage	Semi-Peak	\$0.06089	\$0.06708	+ \$0.01
G-TOU-PA-S >= 20kW	Summer	Generation - 2020 Vintage	Off-Peak	\$0.05538	\$0.06120	+ \$0.01
G-TOU-PA-S >= 20kW	Winter	Generation - 2020 Vintage	On-Peak	\$0.23048	\$0.24812	+ \$0.01
G-TOU-PA-S >= 20kW	Winter	Generation - 2020 Vintage	Semi-Peak	\$0.09164	\$0.09990	+ \$0.01
G-TOU-PA-S >= 20kW	Winter	Generation - 2020 Vintage	Off-Peak	\$0.09162	\$0.09988	+ \$0.01

G-TOU-PA-P >= 20kW	Summer	Demand - 2020 Vintage	On-Peak	\$0.99	\$1.05	
G-TOU-PA-P >= 20kW	Summer	Generation - 2020 Vintage	On-Peak	\$0.06149	\$0.06772	+ \$0.01
G-TOU-PA-P >= 20kW	Summer	Generation - 2020 Vintage	Semi-Peak	\$0.06043	\$0.06659	+ \$0.01
G-TOU-PA-P >= 20kW	Summer	Generation - 2020 Vintage	Off-Peak	\$0.05507	\$0.06086	+ \$0.01
G-TOU-PA-P >= 20kW	Winter	Generation - 2020 Vintage	On-Peak	\$0.22922	\$0.24677	+ \$0.01
G-TOU-PA-P >= 20kW	Winter	Generation - 2020 Vintage	Semi-Peak	\$0.09110	\$0.09933	+ \$0.01
G-TOU-PA-P >= 20kW	Winter	Generation - 2020 Vintage	Off-Peak	\$0.09108	\$0.09931	+ \$0.01

EV-HP-S	Summer	Demand - 2020 Vintage	On-Peak	\$8.25	\$8.81	
EV-HP-S	Summer	Generation - 2020 Vintage	On-Peak	\$0.08168	\$0.08970	+ \$0.01
EV-HP-S	Summer	Generation - 2020 Vintage	Off-Peak	\$0.03427	\$0.03909	+ \$0.01
EV-HP-S	Summer	Generation - 2020 Vintage	Super Off-Peak	\$0.02561	\$0.02985	+ \$0.01
EV-HP-S	Winter	Generation - 2020 Vintage	On-Peak	\$0.09462	\$0.10352	+ \$0.01
EV-HP-S	Winter	Generation - 2020 Vintage	Off-Peak	\$0.03672	\$0.04170	+ \$0.01
EV-HP-S	Winter	Generation - 2020 Vintage	Super Off-Peak	\$0.01992	\$0.02377	+ \$0.01

EV-HP-P	Summer	Demand - 2020 Vintage	On-Peak	\$8.22	\$8.77	
EV-HP-P	Summer	Generation - 2020 Vintage	On-Peak	\$0.08111	\$0.08909	+ \$0.01
EV-HP-P	Summer	Generation - 2020 Vintage	Off-Peak	\$0.03394	\$0.03874	+ \$0.01
EV-HP-P	Summer	Generation - 2020 Vintage	Super Off-Peak	\$0.02540	\$0.02962	+ \$0.01

EV-HP-P	Winter	Generation - 2020 Vintage	On-Peak	\$0.09402	\$0.10287	+ \$0.01
EV-HP-P	Winter	Generation - 2020 Vintage	Off-Peak	\$0.03641	\$0.04138	+ \$0.01
EV-HP-P	Winter	Generation - 2020 Vintage	Super Off-Peak	\$0.01973	\$0.02357	+ \$0.01

TOU-ELEC	Summer	Generation - 2020 Vintage	On-Peak	\$0.36969	\$0.39707	+ \$0.01
TOU-ELEC	Summer	Generation - 2020 Vintage	Off-Peak	\$0.07890	\$0.08666	+ \$0.01
TOU-ELEC	Summer	Generation - 2020 Vintage	Super Off-Peak	\$0.04065	\$0.04582	+ \$0.01
TOU-ELEC	Winter	Generation - 2020 Vintage	On-Peak	\$0.17984	\$0.19441	+ \$0.01
TOU-ELEC	Winter	Generation - 2020 Vintage	Off-Peak	\$0.06850	\$0.07556	+ \$0.01
TOU-ELEC	Winter	Generation - 2020 Vintage	Super Off-Peak	\$0.03371	\$0.03842	+ \$0.01

CCA Rate Name	Season	Charge Type	Time of Use Period	PowerBase	PowerOn	Power100 (\$/kWh)
DR	Summer	Generation - 2021 Vintage	Total	\$0.12663	\$0.13758	+ \$0.01
DR	Winter	Generation - 2021 Vintage	Total	\$0.12663	\$0.13758	+ \$0.01

DR-LI-MB	Summer	Generation - 2021 Vintage	Total	\$0.12663	\$0.13758	+ \$0.01
DR-LI-MB	Winter	Generation - 2021 Vintage	Total	\$0.12663	\$0.13758	+ \$0.01

DR-SES	Summer	Generation - 2021 Vintage	On-Peak	\$0.38191	\$0.41009	+ \$0.01
DR-SES	Summer	Generation - 2021 Vintage	Off-Peak	\$0.11809	\$0.12846	+ \$0.01
DR-SES	Summer	Generation - 2021 Vintage	Super Off-Peak	\$0.03671	\$0.04159	+ \$0.01
DR-SES	Winter	Generation - 2021 Vintage	On-Peak	\$0.14187	\$0.15385	+ \$0.01
DR-SES	Winter	Generation - 2021 Vintage	Off-Peak	\$0.09168	\$0.10027	+ \$0.01
DR-SES	Winter	Generation - 2021 Vintage	Super Off-Peak	\$0.03016	\$0.03460	+ \$0.01

EV-TOU	Summer	Generation - 2021 Vintage	On-Peak	\$0.38191	\$0.41009	+ \$0.01
EV-TOU	Summer	Generation - 2021 Vintage	Off-Peak	\$0.11809	\$0.12846	+ \$0.01
EV-TOU	Summer	Generation - 2021 Vintage	Super Off-Peak	\$0.03671	\$0.04159	+ \$0.01
EV-TOU	Winter	Generation - 2021 Vintage	On-Peak	\$0.14187	\$0.15385	+ \$0.01
EV-TOU	Winter	Generation - 2021 Vintage	Off-Peak	\$0.09168	\$0.10027	+ \$0.01
EV-TOU	Winter	Generation - 2021 Vintage	Super Off-Peak	\$0.03016	\$0.03460	+ \$0.01

EV-TOU-2	Summer	Generation - 2021 Vintage	On-Peak	\$0.38191	\$0.41009	+ \$0.01
EV-TOU-2	Summer	Generation - 2021 Vintage	Off-Peak	\$0.11809	\$0.12846	+ \$0.01

EV-TOU-2	Summer	Generation - 2021 Vintage	Super Off-Peak	\$0.03671	\$0.04159	+ \$0.01
EV-TOU-2	Winter	Generation - 2021 Vintage	On-Peak	\$0.14187	\$0.15385	+ \$0.01
EV-TOU-2	Winter	Generation - 2021 Vintage	Off-Peak	\$0.09168	\$0.10027	+ \$0.01
EV-TOU-2	Winter	Generation - 2021 Vintage	Super Off-Peak	\$0.03016	\$0.03460	+ \$0.01

EV-TOU-5	Summer	Generation - 2021 Vintage	On-Peak	\$0.38191	\$0.41009	+ \$0.01
EV-TOU-5	Summer	Generation - 2021 Vintage	Off-Peak	\$0.11809	\$0.12846	+ \$0.01
EV-TOU-5	Summer	Generation - 2021 Vintage	Super Off-Peak	\$0.03671	\$0.04159	+ \$0.01
EV-TOU-5	Winter	Generation - 2021 Vintage	On-Peak	\$0.14187	\$0.15385	+ \$0.01
EV-TOU-5	Winter	Generation - 2021 Vintage	Off-Peak	\$0.09168	\$0.10027	+ \$0.01
EV-TOU-5	Winter	Generation - 2021 Vintage	Super Off-Peak	\$0.03016	\$0.03460	+ \$0.01

TOU-DR-1	Summer	Generation - 2021 Vintage	On-Peak	\$0.27446	\$0.29538	+ \$0.01
TOU-DR-1	Summer	Generation - 2021 Vintage	Off-Peak	\$0.07850	\$0.08620	+ \$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	\$0.20834	\$0.22481	+ \$0.01
TOU-DR-1	Winter	Generation - 2021 Vintage	Off-Peak	\$0.13578	\$0.14735	+ \$0.01
TOU-DR-1	Winter	Generation - 2021 Vintage	Super Off-Peak	\$0.05519	\$0.06132	+ \$0.01

TOU-DR-2	Summer	Generation - 2021 Vintage	On-Peak	\$0.27446	\$0.29538	+ \$0.01
TOU-DR-2	Summer	Generation - 2021 Vintage	Off-Peak	\$0.03923	\$0.04429	+ \$0.01
TOU-DR-2	Winter	Generation - 2021 Vintage	On-Peak	\$0.20834	\$0.22481	+ \$0.01
TOU-DR-2	Winter	Generation - 2021 Vintage	Off-Peak	\$0.08670	\$0.09496	+ \$0.01

TOU-DR	Summer	Generation - 2021 Vintage	On-Peak	\$0.16767	\$0.18140	+ \$0.01
TOU-DR	Summer	Generation - 2021 Vintage	Off-Peak	\$0.11539	\$0.12558	+ \$0.01
TOU-DR	Summer	Generation - 2021 Vintage	Super Off-Peak	\$0.06610	\$0.07297	+ \$0.01
TOU-DR	Winter	Generation - 2021 Vintage	On-Peak	\$0.20815	\$0.22460	+ \$0.01
TOU-DR	Winter	Generation - 2021 Vintage	Off-Peak	\$0.13564	\$0.14720	+ \$0.01
TOU-DR	Winter	Generation - 2021 Vintage	Super Off-Peak	\$0.05512	\$0.06125	+ \$0.01

TOU-A-S	Summer	Generation - 2021 Vintage	On-Peak	\$0.28045	\$0.30063	+ \$0.01
TOU-A-S	Summer	Generation - 2021 Vintage	Off-Peak	\$0.14492	\$0.15595	+ \$0.01
TOU-A-S	Winter	Generation - 2021 Vintage	On-Peak	\$0.15558	\$0.16733	+ \$0.01

TOU-A-S	Winter	Generation - 2021 Vintage	Off-Peak	\$0.06746	\$0.07327	+ \$0.01
TOU-A-P	Summer	Generation - 2021 Vintage	On-Peak	\$0.27896	\$0.29903	+ \$0.01
TOU-A-P	Summer	Generation - 2021 Vintage	Off-Peak	\$0.14410	\$0.15508	+ \$0.01
TOU-A-P	Winter	Generation - 2021 Vintage	On-Peak	\$0.15475	\$0.16645	+ \$0.01
TOU-A-P	Winter	Generation - 2021 Vintage	Off-Peak	\$0.06713	\$0.07292	+ \$0.01
TOU-A-2-S	Summer	Generation - 2021 Vintage	On-Peak	\$0.38426	\$0.41145	+ \$0.01
TOU-A-2-S	Summer	Generation - 2021 Vintage	Off-Peak	\$0.12027	\$0.12964	+ \$0.01
TOU-A-2-S	Summer	Generation - 2021 Vintage	Super Off-Peak	\$0.05933	\$0.06458	+ \$0.01
TOU-A-2-S	Winter	Generation - 2021 Vintage	On-Peak	\$0.14270	\$0.15358	+ \$0.01
TOU-A-2-S	Winter	Generation - 2021 Vintage	Off-Peak	\$0.07250	\$0.07865	+ \$0.01
TOU-A-2-S	Winter	Generation - 2021 Vintage	Super Off-Peak	\$0.05179	\$0.05653	+ \$0.01
TOU-A-2-P	Summer	Generation - 2021 Vintage	On-Peak	\$0.38232	\$0.40937	+ \$0.01
TOU-A-2-P	Summer	Generation - 2021 Vintage	Off-Peak	\$0.11963	\$0.12895	+ \$0.01
TOU-A-2-P	Summer	Generation - 2021 Vintage	Super Off-Peak	\$0.05906	\$0.06430	+ \$0.01
TOU-A-2-P	Winter	Generation - 2021 Vintage	On-Peak	\$0.14196	\$0.15279	+ \$0.01
TOU-A-2-P	Winter	Generation - 2021 Vintage	Off-Peak	\$0.07213	\$0.07825	+ \$0.01
TOU-A-2-P	Winter	Generation - 2021 Vintage	Super Off-Peak	\$0.05155	\$0.05629	+ \$0.01
TOU-A-3-S	Summer	Generation - 2021 Vintage	On-Peak	\$0.28345	\$0.30383	+ \$0.01
TOU-A-3-S	Summer	Generation - 2021 Vintage	Off-Peak	\$0.16558	\$0.17801	+ \$0.01
TOU-A-3-S	Summer	Generation - 2021 Vintage	Super Off-Peak	\$0.06041	\$0.06574	+ \$0.01
TOU-A-3-S	Winter	Generation - 2021 Vintage	On-Peak	\$0.14270	\$0.15358	+ \$0.01
TOU-A-3-S	Winter	Generation - 2021 Vintage	Off-Peak	\$0.07250	\$0.07865	+ \$0.01
TOU-A-3-S	Winter	Generation - 2021 Vintage	Super Off-Peak	\$0.05179	\$0.05653	+ \$0.01
TOU-A-3-P	Summer	Generation - 2021 Vintage	On-Peak	\$0.28199	\$0.30227	+ \$0.01
TOU-A-3-P	Summer	Generation - 2021 Vintage	Off-Peak	\$0.16470	\$0.17706	+ \$0.01
TOU-A-3-P	Summer	Generation - 2021 Vintage	Super Off-Peak	\$0.06003	\$0.06533	+ \$0.01
TOU-A-3-P	Winter	Generation - 2021 Vintage	On-Peak	\$0.14196	\$0.15279	+ \$0.01
TOU-A-3-P	Winter	Generation - 2021 Vintage	Off-Peak	\$0.07213	\$0.07825	+ \$0.01
TOU-A-3-P	Winter	Generation - 2021 Vintage	Super Off-Peak	\$0.05155	\$0.05629	+ \$0.01

A-TC	Summer	Generation - 2021 Vintage	Total	\$0.07830	\$0.08484	+ \$0.01
A-TC	Winter	Generation - 2021 Vintage	Total	\$0.07830	\$0.08484	+ \$0.01

TOU-M	Summer	Generation - 2021 Vintage	On-Peak	\$0.38535	\$0.41379	+ \$0.01
TOU-M	Summer	Generation - 2021 Vintage	Off-Peak	\$0.10895	\$0.11874	+ \$0.01
TOU-M	Summer	Generation - 2021 Vintage	Super Off-Peak	\$0.04192	\$0.04719	+ \$0.01
TOU-M	Winter	Generation - 2021 Vintage	On-Peak	\$0.12774	\$0.13880	+ \$0.01
TOU-M	Winter	Generation - 2021 Vintage	Off-Peak	\$0.05573	\$0.06193	+ \$0.01
TOU-M	Winter	Generation - 2021 Vintage	Super Off-Peak	\$0.03485	\$0.03964	+ \$0.01

OL-TOU	Summer	Generation - 2021 Vintage	On-Peak	\$0.53453	\$0.57304	+ \$0.01
OL-TOU	Summer	Generation - 2021 Vintage	Off-Peak	\$0.16220	\$0.17559	+ \$0.01
OL-TOU	Summer	Generation - 2021 Vintage	Super Off-Peak	\$0.06260	\$0.06927	+ \$0.01
OL-TOU	Winter	Generation - 2021 Vintage	On-Peak	\$0.17117	\$0.18516	+ \$0.01
OL-TOU	Winter	Generation - 2021 Vintage	Off-Peak	\$0.08008	\$0.08793	+ \$0.01
OL-TOU	Winter	Generation - 2021 Vintage	Super Off-Peak	\$0.05366	\$0.05972	+ \$0.01

AL-TOU-M-S	Summer	Demand - 2021 Vintage	On-Peak	\$17.04	\$18.19	
AL-TOU-M-S	Summer	Generation - 2021 Vintage	On-Peak	\$0.20874	\$0.22527	+ \$0.01
AL-TOU-M-S	Summer	Generation - 2021 Vintage	Off-Peak	\$0.11162	\$0.12159	+ \$0.01
AL-TOU-M-S	Summer	Generation - 2021 Vintage	Super Off-Peak	\$0.09226	\$0.10092	+ \$0.01
AL-TOU-M-S	Winter	Generation - 2021 Vintage	On-Peak	\$0.23340	\$0.25159	+ \$0.01
AL-TOU-M-S	Winter	Generation - 2021 Vintage	Off-Peak	\$0.11497	\$0.12517	+ \$0.01
AL-TOU-M-S	Winter	Generation - 2021 Vintage	Super Off-Peak	\$0.08062	\$0.08850	+ \$0.01

AL-TOU-M-P	Summer	Demand - 2021 Vintage	On-Peak	\$16.96	\$18.11	
AL-TOU-M-P	Summer	Generation - 2021 Vintage	On-Peak	\$0.20756	\$0.22400	+ \$0.01
AL-TOU-M-P	Summer	Generation - 2021 Vintage	Off-Peak	\$0.11094	\$0.12086	+ \$0.01
AL-TOU-M-P	Summer	Generation - 2021 Vintage	Super Off-Peak	\$0.09182	\$0.10046	+ \$0.01
AL-TOU-M-P	Winter	Generation - 2021 Vintage	On-Peak	\$0.23217	\$0.25028	+ \$0.01
AL-TOU-M-P	Winter	Generation - 2021 Vintage	Off-Peak	\$0.11435	\$0.12451	+ \$0.01
AL-TOU-M-P	Winter	Generation - 2021 Vintage	Super Off-Peak	\$0.08023	\$0.08808	+ \$0.01

AL-TOU-L-S	Summer	Demand - 2021 Vintage	On-Peak	\$16.32	\$17.43	
AL-TOU-L-S	Summer	Generation - 2021 Vintage	On-Peak	\$0.19837	\$0.21420	+ \$0.01
AL-TOU-L-S	Summer	Generation - 2021 Vintage	Off-Peak	\$0.10542	\$0.11497	+ \$0.01
AL-TOU-L-S	Summer	Generation - 2021 Vintage	Super Off-Peak	\$0.08674	\$0.09503	+ \$0.01
AL-TOU-L-S	Winter	Generation - 2021 Vintage	On-Peak	\$0.22182	\$0.23923	+ \$0.01
AL-TOU-L-S	Winter	Generation - 2021 Vintage	Off-Peak	\$0.10847	\$0.11823	+ \$0.01
AL-TOU-L-S	Winter	Generation - 2021 Vintage	Super Off-Peak	\$0.07559	\$0.08314	+ \$0.01

AL-TOU-L-P	Summer	Demand - 2021 Vintage	On-Peak	\$16.24	\$17.34	
AL-TOU-L-P	Summer	Generation - 2021 Vintage	On-Peak	\$0.19724	\$0.21299	+ \$0.01
AL-TOU-L-P	Summer	Generation - 2021 Vintage	Off-Peak	\$0.10476	\$0.11427	+ \$0.01
AL-TOU-L-P	Summer	Generation - 2021 Vintage	Super Off-Peak	\$0.08632	\$0.09458	+ \$0.01
AL-TOU-L-P	Winter	Generation - 2021 Vintage	On-Peak	\$0.22064	\$0.23797	+ \$0.01
AL-TOU-L-P	Winter	Generation - 2021 Vintage	Off-Peak	\$0.10788	\$0.11760	+ \$0.01
AL-TOU-L-P	Winter	Generation - 2021 Vintage	Super Off-Peak	\$0.07523	\$0.08275	+ \$0.01

AL-TOU-L-T	Summer	Demand - 2021 Vintage	On-Peak	\$15.55	\$16.60	
AL-TOU-L-T	Summer	Generation - 2021 Vintage	On-Peak	\$0.18723	\$0.20231	+ \$0.01
AL-TOU-L-T	Summer	Generation - 2021 Vintage	Off-Peak	\$0.09877	\$0.10787	+ \$0.01
AL-TOU-L-T	Summer	Generation - 2021 Vintage	Super Off-Peak	\$0.08137	\$0.08930	+ \$0.01
AL-TOU-L-T	Winter	Generation - 2021 Vintage	On-Peak	\$0.20981	\$0.22640	+ \$0.01
AL-TOU-L-T	Winter	Generation - 2021 Vintage	Off-Peak	\$0.10197	\$0.11129	+ \$0.01
AL-TOU-L-T	Winter	Generation - 2021 Vintage	Super Off-Peak	\$0.07074	\$0.07795	+ \$0.01

AL-TOU-2-S	Summer	Demand - 2021 Vintage	On-Peak	\$29.11	\$31.07	
AL-TOU-2-S	Summer	Generation - 2021 Vintage	On-Peak	\$0.17657	\$0.19093	+ \$0.01
AL-TOU-2-S	Summer	Generation - 2021 Vintage	Off-Peak	\$0.09236	\$0.10104	+ \$0.01
AL-TOU-2-S	Summer	Generation - 2021 Vintage	Super Off-Peak	\$0.07513	\$0.08264	+ \$0.01
AL-TOU-2-S	Winter	Generation - 2021 Vintage	On-Peak	\$0.19746	\$0.21322	+ \$0.01
AL-TOU-2-S	Winter	Generation - 2021 Vintage	Off-Peak	\$0.09482	\$0.10366	+ \$0.01
AL-TOU-2-S	Winter	Generation - 2021 Vintage	Super Off-Peak	\$0.06504	\$0.07187	+ \$0.01

AL-TOU-2-P	Summer	Demand - 2021 Vintage	On-Peak	\$28.98	\$30.93	
AL-TOU-2-P	Summer	Generation - 2021 Vintage	On-Peak	\$0.17555	\$0.18984	+ \$0.01

AL-TOU-2-P	Summer	Generation - 2021 Vintage	Off-Peak	\$0.09177	\$0.10040	+ \$0.01
AL-TOU-2-P	Summer	Generation - 2021 Vintage	Super Off-Peak	\$0.07475	\$0.08223	+ \$0.01
AL-TOU-2-P	Winter	Generation - 2021 Vintage	On-Peak	\$0.19638	\$0.21207	+ \$0.01
AL-TOU-2-P	Winter	Generation - 2021 Vintage	Off-Peak	\$0.09427	\$0.10308	+ \$0.01
AL-TOU-2-P	Winter	Generation - 2021 Vintage	Super Off-Peak	\$0.06471	\$0.07152	+ \$0.01

AL-TOU-2-T	Summer	Demand - 2021 Vintage	On-Peak	\$27.73	\$29.60	
AL-TOU-2-T	Summer	Generation - 2021 Vintage	On-Peak	\$0.16646	\$0.18014	+ \$0.01
AL-TOU-2-T	Summer	Generation - 2021 Vintage	Off-Peak	\$0.08633	\$0.09459	+ \$0.01
AL-TOU-2-T	Summer	Generation - 2021 Vintage	Super Off-Peak	\$0.07028	\$0.07746	+ \$0.01
AL-TOU-2-T	Winter	Generation - 2021 Vintage	On-Peak	\$0.18658	\$0.20161	+ \$0.01
AL-TOU-2-T	Winter	Generation - 2021 Vintage	Off-Peak	\$0.08892	\$0.09736	+ \$0.01
AL-TOU-2-T	Winter	Generation - 2021 Vintage	Super Off-Peak	\$0.06064	\$0.06717	+ \$0.01

DG-R-M-S	Summer	Generation - 2021 Vintage	On-Peak	\$0.53386	\$0.57232	+ \$0.01
DG-R-M-S	Summer	Generation - 2021 Vintage	Off-Peak	\$0.16258	\$0.17599	+ \$0.01
DG-R-M-S	Summer	Generation - 2021 Vintage	Super Off-Peak	\$0.06260	\$0.06927	+ \$0.01
DG-R-M-S	Winter	Generation - 2021 Vintage	On-Peak	\$0.17117	\$0.18516	+ \$0.01
DG-R-M-S	Winter	Generation - 2021 Vintage	Off-Peak	\$0.08008	\$0.08793	+ \$0.01
DG-R-M-S	Winter	Generation - 2021 Vintage	Super Off-Peak	\$0.05366	\$0.05972	+ \$0.01

DG-R-M-P	Summer	Generation - 2021 Vintage	On-Peak	\$0.53114	\$0.56942	+ \$0.01
DG-R-M-P	Summer	Generation - 2021 Vintage	Off-Peak	\$0.16167	\$0.17502	+ \$0.01
DG-R-M-P	Summer	Generation - 2021 Vintage	Super Off-Peak	\$0.06228	\$0.06892	+ \$0.01
DG-R-M-P	Winter	Generation - 2021 Vintage	On-Peak	\$0.17022	\$0.18415	+ \$0.01
DG-R-M-P	Winter	Generation - 2021 Vintage	Off-Peak	\$0.07960	\$0.08742	+ \$0.01
DG-R-M-P	Winter	Generation - 2021 Vintage	Super Off-Peak	\$0.05336	\$0.05940	+ \$0.01

DG-R-L-S	Summer	Generation - 2021 Vintage	On-Peak	\$0.50980	\$0.54664	+ \$0.01
DG-R-L-S	Summer	Generation - 2021 Vintage	Off-Peak	\$0.15426	\$0.16711	+ \$0.01
DG-R-L-S	Summer	Generation - 2021 Vintage	Super Off-Peak	\$0.05836	\$0.06474	+ \$0.01
DG-R-L-S	Winter	Generation - 2021 Vintage	On-Peak	\$0.16226	\$0.17565	+ \$0.01
DG-R-L-S	Winter	Generation - 2021 Vintage	Off-Peak	\$0.07509	\$0.08259	+ \$0.01
DG-R-L-S	Winter	Generation - 2021 Vintage	Super Off-Peak	\$0.04979	\$0.05559	+ \$0.01

DG-R-L-P	Summer	Generation - 2021 Vintage	On-Peak	\$0.50720	\$0.54387	+ \$0.01
DG-R-L-P	Summer	Generation - 2021 Vintage	Off-Peak	\$0.15338	\$0.16617	+ \$0.01
DG-R-L-P	Summer	Generation - 2021 Vintage	Super Off-Peak	\$0.05804	\$0.06440	+ \$0.01
DG-R-L-P	Winter	Generation - 2021 Vintage	On-Peak	\$0.16135	\$0.17468	+ \$0.01
DG-R-L-P	Winter	Generation - 2021 Vintage	Off-Peak	\$0.07463	\$0.08210	+ \$0.01
DG-R-L-P	Winter	Generation - 2021 Vintage	Super Off-Peak	\$0.04952	\$0.05530	+ \$0.01

DG-R-L-T	Summer	Generation - 2021 Vintage	On-Peak	\$0.48418	\$0.51929	+ \$0.01
DG-R-L-T	Summer	Generation - 2021 Vintage	Off-Peak	\$0.14540	\$0.15765	+ \$0.01
DG-R-L-T	Summer	Generation - 2021 Vintage	Super Off-Peak	\$0.05424	\$0.06034	+ \$0.01
DG-R-L-T	Winter	Generation - 2021 Vintage	On-Peak	\$0.15302	\$0.16578	+ \$0.01
DG-R-L-T	Winter	Generation - 2021 Vintage	Off-Peak	\$0.07007	\$0.07724	+ \$0.01
DG-R-L-T	Winter	Generation - 2021 Vintage	Super Off-Peak	\$0.04606	\$0.05161	+ \$0.01

A6-TOU-P	Summer	Demand - 2021 Vintage	Total	\$16.24	\$17.34	
A6-TOU-P	Summer	Generation - 2021 Vintage	On-Peak	\$0.19724	\$0.21299	+ \$0.01
A6-TOU-P	Summer	Generation - 2021 Vintage	Off-Peak	\$0.10476	\$0.11427	+ \$0.01
A6-TOU-P	Summer	Generation - 2021 Vintage	Super Off-Peak	\$0.08632	\$0.09458	+ \$0.01
A6-TOU-P	Winter	Generation - 2021 Vintage	On-Peak	\$0.22064	\$0.23797	+ \$0.01
A6-TOU-P	Winter	Generation - 2021 Vintage	Off-Peak	\$0.10788	\$0.11760	+ \$0.01
A6-TOU-P	Winter	Generation - 2021 Vintage	Super Off-Peak	\$0.07523	\$0.08275	+ \$0.01

A6-TOU-T	Summer	Demand - 2021 Vintage	Total	\$15.55	\$16.60	
A6-TOU-T	Summer	Generation - 2021 Vintage	On-Peak	\$0.18723	\$0.20231	+ \$0.01
A6-TOU-T	Summer	Generation - 2021 Vintage	Off-Peak	\$0.09877	\$0.10787	+ \$0.01
A6-TOU-T	Summer	Generation - 2021 Vintage	Super Off-Peak	\$0.08137	\$0.08930	+ \$0.01
A6-TOU-T	Winter	Generation - 2021 Vintage	On-Peak	\$0.20981	\$0.22640	+ \$0.01
A6-TOU-T	Winter	Generation - 2021 Vintage	Off-Peak	\$0.10197	\$0.11129	+ \$0.01
A6-TOU-T	Winter	Generation - 2021 Vintage	Super Off-Peak	\$0.07074	\$0.07795	+ \$0.01

TOU-PA-S	Summer	Generation - 2021 Vintage	On-Peak	\$0.23931	\$0.25750	+ \$0.01
TOU-PA-S	Summer	Generation - 2021 Vintage	Off-Peak	\$0.11863	\$0.12869	+ \$0.01
TOU-PA-S	Winter	Generation - 2021 Vintage	On-Peak	\$0.10957	\$0.11900	+ \$0.01

TOU-PA-S	Winter	Generation - 2021 Vintage	Off-Peak	\$0.03785	\$0.04245	+ \$0.01
TOU-PA-P	Summer	Generation - 2021 Vintage	On-Peak	\$0.23795	\$0.25606	+ \$0.01
TOU-PA-P	Summer	Generation - 2021 Vintage	Off-Peak	\$0.11789	\$0.12789	+ \$0.01
TOU-PA-P	Winter	Generation - 2021 Vintage	On-Peak	\$0.10891	\$0.11830	+ \$0.01
TOU-PA-P	Winter	Generation - 2021 Vintage	Off-Peak	\$0.03759	\$0.04217	+ \$0.01
TOU-PA-2-S	Summer	Demand - 2021 Vintage	On-Peak	\$11.22	\$11.98	
TOU-PA-2-S	Summer	Generation - 2021 Vintage	On-Peak	\$0.11743	\$0.12740	+ \$0.01
TOU-PA-2-S	Summer	Generation - 2021 Vintage	Off-Peak	\$0.05921	\$0.06526	+ \$0.01
TOU-PA-2-S	Summer	Generation - 2021 Vintage	Super Off-Peak	\$0.04520	\$0.05030	+ \$0.01
TOU-PA-2-S	Winter	Generation - 2021 Vintage	On-Peak	\$0.12818	\$0.13888	+ \$0.01
TOU-PA-2-S	Winter	Generation - 2021 Vintage	Off-Peak	\$0.05856	\$0.06455	+ \$0.01
TOU-PA-2-S	Winter	Generation - 2021 Vintage	Super Off-Peak	\$0.03835	\$0.04298	+ \$0.01
TOU-PA-2-P	Summer	Demand - 2021 Vintage	On-Peak	\$11.17	\$11.92	
TOU-PA-2-P	Summer	Generation - 2021 Vintage	On-Peak	\$0.11674	\$0.12666	+ \$0.01
TOU-PA-2-P	Summer	Generation - 2021 Vintage	Off-Peak	\$0.05882	\$0.06484	+ \$0.01
TOU-PA-2-P	Summer	Generation - 2021 Vintage	Super Off-Peak	\$0.04494	\$0.05002	+ \$0.01
TOU-PA-2-P	Winter	Generation - 2021 Vintage	On-Peak	\$0.12745	\$0.13810	+ \$0.01
TOU-PA-2-P	Winter	Generation - 2021 Vintage	Off-Peak	\$0.05818	\$0.06416	+ \$0.01
TOU-PA-2-P	Winter	Generation - 2021 Vintage	Super Off-Peak	\$0.03812	\$0.04274	+ \$0.01
TOU-PA-3-S <20kW	Summer	Generation - 2021 Vintage	On-Peak	\$0.27956	\$0.30047	+ \$0.01
TOU-PA-3-S <20kW	Summer	Generation - 2021 Vintage	Off-Peak	\$0.13733	\$0.14865	+ \$0.01
TOU-PA-3-S <20kW	Summer	Generation - 2021 Vintage	Super Off-Peak	\$0.04957	\$0.05496	+ \$0.01
TOU-PA-3-S <20kW	Winter	Generation - 2021 Vintage	On-Peak	\$0.09959	\$0.10836	+ \$0.01
TOU-PA-3-S <20kW	Winter	Generation - 2021 Vintage	Off-Peak	\$0.04252	\$0.04743	+ \$0.01
TOU-PA-3-S <20kW	Winter	Generation - 2021 Vintage	Super Off-Peak	\$0.02596	\$0.02976	+ \$0.01
TOU-PA-3-P <20kW	Summer	Generation - 2021 Vintage	On-Peak	\$0.27806	\$0.29887	+ \$0.01
TOU-PA-3-P <20kW	Summer	Generation - 2021 Vintage	Off-Peak	\$0.13652	\$0.14778	+ \$0.01
TOU-PA-3-P <20kW	Summer	Generation - 2021 Vintage	Super Off-Peak	\$0.04919	\$0.05455	+ \$0.01
TOU-PA-3-P <20kW	Winter	Generation - 2021 Vintage	On-Peak	\$0.09899	\$0.10772	+ \$0.01

TOU-PA-3-P <20kW	Winter	Generation - 2021 Vintage	Off-Peak	\$0.04221	\$0.04711	+ \$0.01
TOU-PA-3-P <20kW	Winter	Generation - 2021 Vintage	Super Off-Peak	\$0.02577	\$0.02956	+ \$0.01

TOU-PA-3-S >=20kW	Summer	Demand - 2021 Vintage	On-Peak	\$2.69	\$2.88	
TOU-PA-3-S >=20kW	Summer	Generation - 2021 Vintage	On-Peak	\$0.25548	\$0.27477	+ \$0.01
TOU-PA-3-S >=20kW	Summer	Generation - 2021 Vintage	Off-Peak	\$0.12098	\$0.13119	+ \$0.01
TOU-PA-3-S >=20kW	Summer	Generation - 2021 Vintage	Super Off-Peak	\$0.04184	\$0.04671	+ \$0.01
TOU-PA-3-S >=20kW	Winter	Generation - 2021 Vintage	On-Peak	\$0.09366	\$0.10203	+ \$0.01
TOU-PA-3-S >=20kW	Winter	Generation - 2021 Vintage	Off-Peak	\$0.03919	\$0.04388	+ \$0.01
TOU-PA-3-S >=20kW	Winter	Generation - 2021 Vintage	Super Off-Peak	\$0.02339	\$0.02702	+ \$0.01

TOU-PA-3-P >=20kW	Summer	Demand - 2021 Vintage	On-Peak	\$2.69	\$2.87	
TOU-PA-3-P >=20kW	Summer	Generation - 2021 Vintage	On-Peak	\$0.25413	\$0.27332	+ \$0.01
TOU-PA-3-P >=20kW	Summer	Generation - 2021 Vintage	Off-Peak	\$0.12028	\$0.13044	+ \$0.01
TOU-PA-3-P >=20kW	Summer	Generation - 2021 Vintage	Super Off-Peak	\$0.04149	\$0.04634	+ \$0.01
TOU-PA-3-P >=20kW	Winter	Generation - 2021 Vintage	On-Peak	\$0.09306	\$0.10139	+ \$0.01
TOU-PA-3-P >=20kW	Winter	Generation - 2021 Vintage	Off-Peak	\$0.03886	\$0.04353	+ \$0.01
TOU-PA-3-P >=20kW	Winter	Generation - 2021 Vintage	Super Off-Peak	\$0.02313	\$0.02674	+ \$0.01

PA-T-1-S	Summer	Demand - 2021 Vintage	On-Peak	\$6.29	\$6.71	
PA-T-1-S	Summer	Generation - 2021 Vintage	On-Peak	\$0.12460	\$0.13505	+ \$0.01
PA-T-1-S	Summer	Generation - 2021 Vintage	Off-Peak	\$0.06364	\$0.06998	+ \$0.01
PA-T-1-S	Summer	Generation - 2021 Vintage	Super Off-Peak	\$0.05030	\$0.05574	+ \$0.01
PA-T-1-S	Winter	Generation - 2021 Vintage	On-Peak	\$0.13891	\$0.15033	+ \$0.01
PA-T-1-S	Winter	Generation - 2021 Vintage	Off-Peak	\$0.06457	\$0.07097	+ \$0.01
PA-T-1-S	Winter	Generation - 2021 Vintage	Super Off-Peak	\$0.04300	\$0.04794	+ \$0.01

PA-T-1-P	Summer	Demand - 2021 Vintage	On-Peak	\$6.26	\$6.68	
PA-T-1-P	Summer	Generation - 2021 Vintage	On-Peak	\$0.12385	\$0.13426	+ \$0.01
PA-T-1-P	Summer	Generation - 2021 Vintage	Off-Peak	\$0.06321	\$0.06952	+ \$0.01
PA-T-1-P	Summer	Generation - 2021 Vintage	Super Off-Peak	\$0.05003	\$0.05545	+ \$0.01
PA-T-1-P	Winter	Generation - 2021 Vintage	On-Peak	\$0.13813	\$0.14950	+ \$0.01
PA-T-1-P	Winter	Generation - 2021 Vintage	Off-Peak	\$0.06418	\$0.07055	+ \$0.01
PA-T-1-P	Winter	Generation - 2021 Vintage	Super Off-Peak	\$0.04275	\$0.04768	+ \$0.01

PA-T-1-T	Summer	Demand - 2021 Vintage	On-Peak	\$5.98	\$6.39	
PA-T-1-T	Summer	Generation - 2021 Vintage	On-Peak	\$0.11724	\$0.12720	+ \$0.01
PA-T-1-T	Summer	Generation - 2021 Vintage	Off-Peak	\$0.05922	\$0.06527	+ \$0.01
PA-T-1-T	Summer	Generation - 2021 Vintage	Super Off-Peak	\$0.04678	\$0.05199	+ \$0.01
PA-T-1-T	Winter	Generation - 2021 Vintage	On-Peak	\$0.13103	\$0.14192	+ \$0.01
PA-T-1-T	Winter	Generation - 2021 Vintage	Off-Peak	\$0.06029	\$0.06640	+ \$0.01
PA-T-1-T	Winter	Generation - 2021 Vintage	Super Off-Peak	\$0.03980	\$0.04454	+ \$0.01

LS	All	Generation - 2021 Vintage	Total	\$0.08007	\$0.08725	+ \$0.01
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OL-2	All	Generation - 2021 Vintage	Total	\$0.08007	\$0.08725	+ \$0.01
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LS-2-AD	Summer	Generation - 2021 Vintage	On-Peak	\$0.27556	\$0.29594	+ \$0.01
LS-2-AD	Summer	Generation - 2021 Vintage	Off-Peak	\$0.15769	\$0.17012	+ \$0.01
LS-2-AD	Summer	Generation - 2021 Vintage	Super Off-Peak	\$0.05252	\$0.05785	+ \$0.01
LS-2-AD	Winter	Generation - 2021 Vintage	On-Peak	\$0.13481	\$0.14569	+ \$0.01
LS-2-AD	Winter	Generation - 2021 Vintage	Off-Peak	\$0.06461	\$0.07076	+ \$0.01
LS-2-AD	Winter	Generation - 2021 Vintage	Super Off-Peak	\$0.04390	\$0.04864	+ \$0.01

G-TOU-M	Summer	Generation - 2021 Vintage	On-Peak	\$0.16625	\$0.17991	+ \$0.01
G-TOU-M	Summer	Generation - 2021 Vintage	Semi-Peak	\$0.16101	\$0.17432	+ \$0.01
G-TOU-M	Summer	Generation - 2021 Vintage	Off-Peak	\$0.15576	\$0.16871	+ \$0.01
G-TOU-M	Winter	Generation - 2021 Vintage	On-Peak	\$0.16460	\$0.17815	+ \$0.01
G-TOU-M	Winter	Generation - 2021 Vintage	Semi-Peak	\$0.05794	\$0.06429	+ \$0.01
G-TOU-M	Winter	Generation - 2021 Vintage	Off-Peak	\$0.05792	\$0.06427	+ \$0.01

G-OL-TOU	Summer	Generation - 2021 Vintage	On-Peak	\$0.13856	\$0.15035	+ \$0.01
G-OL-TOU	Summer	Generation - 2021 Vintage	Semi-Peak	\$0.13228	\$0.14365	+ \$0.01
G-OL-TOU	Summer	Generation - 2021 Vintage	Off-Peak	\$0.12741	\$0.13845	+ \$0.01
G-OL-TOU	Winter	Generation - 2021 Vintage	On-Peak	\$0.34286	\$0.36844	+ \$0.01
G-OL-TOU	Winter	Generation - 2021 Vintage	Semi-Peak	\$0.14148	\$0.15347	+ \$0.01
G-OL-TOU	Winter	Generation - 2021 Vintage	Off-Peak	\$0.14146	\$0.15345	+ \$0.01

G-TOU-A-S	Summer	Generation - 2021 Vintage	On-Peak	\$0.32201	\$0.34499	+ \$0.01
G-TOU-A-S	Summer	Generation - 2021 Vintage	Semi-Peak	\$0.17570	\$0.18881	+ \$0.01
G-TOU-A-S	Summer	Generation - 2021 Vintage	Off-Peak	\$0.07040	\$0.07640	+ \$0.01
G-TOU-A-S	Winter	Generation - 2021 Vintage	On-Peak	\$0.17728	\$0.19049	+ \$0.01
G-TOU-A-S	Winter	Generation - 2021 Vintage	Semi-Peak	\$0.07412	\$0.08038	+ \$0.01
G-TOU-A-S	Winter	Generation - 2021 Vintage	Off-Peak	\$0.07364	\$0.07986	+ \$0.01

G-TOU-A-P	Summer	Generation - 2021 Vintage	On-Peak	\$0.32022	\$0.34308	+ \$0.01
G-TOU-A-P	Summer	Generation - 2021 Vintage	Semi-Peak	\$0.17468	\$0.18772	+ \$0.01
G-TOU-A-P	Summer	Generation - 2021 Vintage	Off-Peak	\$0.06993	\$0.07591	+ \$0.01
G-TOU-A-P	Winter	Generation - 2021 Vintage	On-Peak	\$0.17633	\$0.18949	+ \$0.01
G-TOU-A-P	Winter	Generation - 2021 Vintage	Semi-Peak	\$0.07371	\$0.07994	+ \$0.01
G-TOU-A-P	Winter	Generation - 2021 Vintage	Off-Peak	\$0.07323	\$0.07943	+ \$0.01

G-AL-TOU-M-S	Summer	Demand - 2021 Vintage	On-Peak	\$1.75	\$1.87	
G-AL-TOU-M-S	Summer	Generation - 2021 Vintage	On-Peak	\$0.10259	\$0.11195	+ \$0.01
G-AL-TOU-M-S	Summer	Generation - 2021 Vintage	Semi-Peak	\$0.10226	\$0.11160	+ \$0.01
G-AL-TOU-M-S	Summer	Generation - 2021 Vintage	Off-Peak	\$0.09881	\$0.10792	+ \$0.01
G-AL-TOU-M-S	Winter	Generation - 2021 Vintage	On-Peak	\$0.38298	\$0.41127	+ \$0.01
G-AL-TOU-M-S	Winter	Generation - 2021 Vintage	Semi-Peak	\$0.16028	\$0.17354	+ \$0.01
G-AL-TOU-M-S	Winter	Generation - 2021 Vintage	Off-Peak	\$0.16027	\$0.17352	+ \$0.01

G-AL-TOU-M-P	Summer	Demand - 2021 Vintage	On-Peak	\$1.74	\$1.86	
G-AL-TOU-M-P	Summer	Generation - 2021 Vintage	On-Peak	\$0.10186	\$0.11117	+ \$0.01
G-AL-TOU-M-P	Summer	Generation - 2021 Vintage	Semi-Peak	\$0.10153	\$0.11082	+ \$0.01
G-AL-TOU-M-P	Summer	Generation - 2021 Vintage	Off-Peak	\$0.09811	\$0.10717	+ \$0.01
G-AL-TOU-M-P	Winter	Generation - 2021 Vintage	On-Peak	\$0.38095	\$0.40910	+ \$0.01
G-AL-TOU-M-P	Winter	Generation - 2021 Vintage	Semi-Peak	\$0.15942	\$0.17262	+ \$0.01
G-AL-TOU-M-P	Winter	Generation - 2021 Vintage	Off-Peak	\$0.15940	\$0.17260	+ \$0.01

G-AL-TOU-L-S	Summer	Demand - 2021 Vintage	On-Peak	\$1.65	\$1.77	
G-AL-TOU-L-S	Summer	Generation - 2021 Vintage	On-Peak	\$0.09328	\$0.10201	+ \$0.01
G-AL-TOU-L-S	Summer	Generation - 2021 Vintage	Semi-Peak	\$0.09295	\$0.10166	+ \$0.01
G-AL-TOU-L-S	Summer	Generation - 2021 Vintage	Off-Peak	\$0.08951	\$0.09799	+ \$0.01

G-AL-TOU-L-S	Winter	Generation - 2021 Vintage	On-Peak	\$0.35409	\$0.38043	+ \$0.01
G-AL-TOU-L-S	Winter	Generation - 2021 Vintage	Semi-Peak	\$0.14674	\$0.15908	+ \$0.01
G-AL-TOU-L-S	Winter	Generation - 2021 Vintage	Off-Peak	\$0.14672	\$0.15906	+ \$0.01

G-AL-TOU-L-P	Summer	Demand - 2021 Vintage	On-Peak	\$1.64	\$1.76	
G-AL-TOU-L-P	Summer	Generation - 2021 Vintage	On-Peak	\$0.09260	\$0.10129	+ \$0.01
G-AL-TOU-L-P	Summer	Generation - 2021 Vintage	Semi-Peak	\$0.09227	\$0.10094	+ \$0.01
G-AL-TOU-L-P	Summer	Generation - 2021 Vintage	Off-Peak	\$0.08885	\$0.09729	+ \$0.01
G-AL-TOU-L-P	Winter	Generation - 2021 Vintage	On-Peak	\$0.35220	\$0.37841	+ \$0.01
G-AL-TOU-L-P	Winter	Generation - 2021 Vintage	Semi-Peak	\$0.14594	\$0.15823	+ \$0.01
G-AL-TOU-L-P	Winter	Generation - 2021 Vintage	Off-Peak	\$0.14592	\$0.15821	+ \$0.01

G-AL-TOU-L-T	Summer	Demand - 2021 Vintage	On-Peak	\$1.57	\$1.68	
G-AL-TOU-L-T	Summer	Generation - 2021 Vintage	On-Peak	\$0.08690	\$0.09520	+ \$0.01
G-AL-TOU-L-T	Summer	Generation - 2021 Vintage	Semi-Peak	\$0.08658	\$0.09487	+ \$0.01
G-AL-TOU-L-T	Summer	Generation - 2021 Vintage	Off-Peak	\$0.08330	\$0.09136	+ \$0.01
G-AL-TOU-L-T	Winter	Generation - 2021 Vintage	On-Peak	\$0.33556	\$0.36064	+ \$0.01
G-AL-TOU-L-T	Winter	Generation - 2021 Vintage	Semi-Peak	\$0.13836	\$0.15013	+ \$0.01
G-AL-TOU-L-T	Winter	Generation - 2021 Vintage	Off-Peak	\$0.13834	\$0.15011	+ \$0.01

G-DG-R-M-S	Summer	Generation - 2021 Vintage	On-Peak	\$0.13789	\$0.14963	+ \$0.01
G-DG-R-M-S	Summer	Generation - 2021 Vintage	Semi-Peak	\$0.13267	\$0.14406	+ \$0.01
G-DG-R-M-S	Summer	Generation - 2021 Vintage	Off-Peak	\$0.12741	\$0.13845	+ \$0.01
G-DG-R-M-S	Winter	Generation - 2021 Vintage	On-Peak	\$0.34286	\$0.36844	+ \$0.01
G-DG-R-M-S	Winter	Generation - 2021 Vintage	Semi-Peak	\$0.14148	\$0.15347	+ \$0.01
G-DG-R-M-S	Winter	Generation - 2021 Vintage	Off-Peak	\$0.14146	\$0.15345	+ \$0.01

G-DG-R-M-P	Summer	Generation - 2021 Vintage	On-Peak	\$0.13701	\$0.14869	+ \$0.01
G-DG-R-M-P	Summer	Generation - 2021 Vintage	Semi-Peak	\$0.13179	\$0.14312	+ \$0.01
G-DG-R-M-P	Summer	Generation - 2021 Vintage	Off-Peak	\$0.12655	\$0.13753	+ \$0.01
G-DG-R-M-P	Winter	Generation - 2021 Vintage	On-Peak	\$0.34103	\$0.36649	+ \$0.01
G-DG-R-M-P	Winter	Generation - 2021 Vintage	Semi-Peak	\$0.14070	\$0.15263	+ \$0.01
G-DG-R-M-P	Winter	Generation - 2021 Vintage	Off-Peak	\$0.14068	\$0.15261	+ \$0.01

G-DG-R-L-S	Summer	Generation - 2021 Vintage	On-Peak	\$0.12660	\$0.13759	+ \$0.01
G-DG-R-L-S	Summer	Generation - 2021 Vintage	Semi-Peak	\$0.12139	\$0.13202	+ \$0.01
G-DG-R-L-S	Summer	Generation - 2021 Vintage	Off-Peak	\$0.11614	\$0.12642	+ \$0.01
G-DG-R-L-S	Winter	Generation - 2021 Vintage	On-Peak	\$0.31673	\$0.34055	+ \$0.01
G-DG-R-L-S	Winter	Generation - 2021 Vintage	Semi-Peak	\$0.12924	\$0.14040	+ \$0.01
G-DG-R-L-S	Winter	Generation - 2021 Vintage	Off-Peak	\$0.12922	\$0.14038	+ \$0.01

G-DG-R-L-P	Summer	Generation - 2021 Vintage	On-Peak	\$0.12579	\$0.13671	+ \$0.01
G-DG-R-L-P	Summer	Generation - 2021 Vintage	Semi-Peak	\$0.12058	\$0.13115	+ \$0.01
G-DG-R-L-P	Summer	Generation - 2021 Vintage	Off-Peak	\$0.11534	\$0.12556	+ \$0.01
G-DG-R-L-P	Winter	Generation - 2021 Vintage	On-Peak	\$0.31503	\$0.33872	+ \$0.01
G-DG-R-L-P	Winter	Generation - 2021 Vintage	Semi-Peak	\$0.12851	\$0.13962	+ \$0.01
G-DG-R-L-P	Winter	Generation - 2021 Vintage	Off-Peak	\$0.12849	\$0.13960	+ \$0.01

G-DG-R-L-T	Summer	Generation - 2021 Vintage	On-Peak	\$0.11889	\$0.12936	+ \$0.01
G-DG-R-L-T	Summer	Generation - 2021 Vintage	Semi-Peak	\$0.11370	\$0.12381	+ \$0.01
G-DG-R-L-T	Summer	Generation - 2021 Vintage	Off-Peak	\$0.10861	\$0.11838	+ \$0.01
G-DG-R-L-T	Winter	Generation - 2021 Vintage	On-Peak	\$0.29997	\$0.32266	+ \$0.01
G-DG-R-L-T	Winter	Generation - 2021 Vintage	Semi-Peak	\$0.12165	\$0.13230	+ \$0.01
G-DG-R-L-T	Winter	Generation - 2021 Vintage	Off-Peak	\$0.12163	\$0.13228	+ \$0.01

G-A6-TOU-P	Summer	Demand - 2021 Vintage	Total	\$1.64	\$1.76	
G-A6-TOU-P	Summer	Generation - 2021 Vintage	On-Peak	\$0.09260	\$0.10129	+ \$0.01
G-A6-TOU-P	Summer	Generation - 2021 Vintage	Semi-Peak	\$0.09227	\$0.10094	+ \$0.01
G-A6-TOU-P	Summer	Generation - 2021 Vintage	Off-Peak	\$0.08885	\$0.09729	+ \$0.01
G-A6-TOU-P	Winter	Generation - 2021 Vintage	On-Peak	\$0.35220	\$0.37841	+ \$0.01
G-A6-TOU-P	Winter	Generation - 2021 Vintage	Semi-Peak	\$0.14594	\$0.15823	+ \$0.01
G-A6-TOU-P	Winter	Generation - 2021 Vintage	Off-Peak	\$0.14592	\$0.15821	+ \$0.01

G-A6-TOU-T	Summer	Demand - 2021 Vintage	Total	\$1.57	\$1.68	
G-A6-TOU-T	Summer	Generation - 2021 Vintage	On-Peak	\$0.08690	\$0.09520	+ \$0.01
G-A6-TOU-T	Summer	Generation - 2021 Vintage	Semi-Peak	\$0.08658	\$0.09487	+ \$0.01
G-A6-TOU-T	Summer	Generation - 2021 Vintage	Off-Peak	\$0.08330	\$0.09136	+ \$0.01
G-A6-TOU-T	Winter	Generation - 2021 Vintage	On-Peak	\$0.33556	\$0.36064	+ \$0.01

G-A6-TOU-T	Winter	Generation - 2021 Vintage	Semi-Peak	\$0.13836	\$0.15013	+ \$0.01
G-A6-TOU-T	Winter	Generation - 2021 Vintage	Off-Peak	\$0.13834	\$0.15011	+ \$0.01
G-PA-T-1-S	Summer	Demand - 2021 Vintage	On-Peak	\$0.63	\$0.67	
G-PA-T-1-S	Summer	Generation - 2021 Vintage	On-Peak	\$0.05608	\$0.06191	+ \$0.01
G-PA-T-1-S	Summer	Generation - 2021 Vintage	Semi-Peak	\$0.05584	\$0.06166	+ \$0.01
G-PA-T-1-S	Summer	Generation - 2021 Vintage	Off-Peak	\$0.05205	\$0.05761	+ \$0.01
G-PA-T-1-S	Winter	Generation - 2021 Vintage	On-Peak	\$0.21128	\$0.22758	+ \$0.01
G-PA-T-1-S	Winter	Generation - 2021 Vintage	Semi-Peak	\$0.08293	\$0.09057	+ \$0.01
G-PA-T-1-S	Winter	Generation - 2021 Vintage	Off-Peak	\$0.08291	\$0.09055	+ \$0.01
G-PA-T-1-P	Summer	Demand - 2021 Vintage	On-Peak	\$0.63	\$0.67	
G-PA-T-1-P	Summer	Generation - 2021 Vintage	On-Peak	\$0.05109	\$0.05658	+ \$0.01
G-PA-T-1-P	Summer	Generation - 2021 Vintage	Semi-Peak	\$0.05086	\$0.05633	+ \$0.01
G-PA-T-1-P	Summer	Generation - 2021 Vintage	Off-Peak	\$0.04709	\$0.05231	+ \$0.01
G-PA-T-1-P	Winter	Generation - 2021 Vintage	On-Peak	\$0.21012	\$0.22634	+ \$0.01
G-PA-T-1-P	Winter	Generation - 2021 Vintage	Semi-Peak	\$0.08243	\$0.09004	+ \$0.01
G-PA-T-1-P	Winter	Generation - 2021 Vintage	Off-Peak	\$0.08241	\$0.09002	+ \$0.01
G-PA-T-1-T	Summer	Demand - 2021 Vintage	On-Peak	\$0.60	\$0.65	
G-PA-T-1-T	Summer	Generation - 2021 Vintage	On-Peak	\$0.05181	\$0.05735	+ \$0.01
G-PA-T-1-T	Summer	Generation - 2021 Vintage	Semi-Peak	\$0.05159	\$0.05712	+ \$0.01
G-PA-T-1-T	Summer	Generation - 2021 Vintage	Off-Peak	\$0.04798	\$0.05326	+ \$0.01
G-PA-T-1-T	Winter	Generation - 2021 Vintage	On-Peak	\$0.20875	\$0.22488	+ \$0.01
G-PA-T-1-T	Winter	Generation - 2021 Vintage	Semi-Peak	\$0.08183	\$0.08940	+ \$0.01
G-PA-T-1-T	Winter	Generation - 2021 Vintage	Off-Peak	\$0.08182	\$0.08938	+ \$0.01
G-TOU-PA-S < 20kW	Summer	Generation - 2021 Vintage	On-Peak	\$0.31238	\$0.33551	+ \$0.01
G-TOU-PA-S < 20kW	Summer	Generation - 2021 Vintage	Semi-Peak	\$0.12323	\$0.13359	+ \$0.01
G-TOU-PA-S < 20kW	Summer	Generation - 2021 Vintage	Off-Peak	\$0.05802	\$0.06398	+ \$0.01
G-TOU-PA-S < 20kW	Winter	Generation - 2021 Vintage	On-Peak	\$0.11970	\$0.12982	+ \$0.01
G-TOU-PA-S < 20kW	Winter	Generation - 2021 Vintage	Semi-Peak	\$0.04000	\$0.04475	+ \$0.01
G-TOU-PA-S < 20kW	Winter	Generation - 2021 Vintage	Off-Peak	\$0.03998	\$0.04473	+ \$0.01

G-TOU-PA-P < 20kW	Summer	Generation - 2021 Vintage	On-Peak	\$0.31058	\$0.33358	+ \$0.01
G-TOU-PA-P < 20kW	Summer	Generation - 2021 Vintage	Semi-Peak	\$0.12242	\$0.13273	+ \$0.01
G-TOU-PA-P < 20kW	Summer	Generation - 2021 Vintage	Off-Peak	\$0.05756	\$0.06349	+ \$0.01
G-TOU-PA-P < 20kW	Winter	Generation - 2021 Vintage	On-Peak	\$0.11891	\$0.12898	+ \$0.01
G-TOU-PA-P < 20kW	Winter	Generation - 2021 Vintage	Semi-Peak	\$0.03963	\$0.04435	+ \$0.01
G-TOU-PA-P < 20kW	Winter	Generation - 2021 Vintage	Off-Peak	\$0.03962	\$0.04434	+ \$0.01

G-TOU-PA-S >= 20kW	Summer	Demand - 2021 Vintage	On-Peak	\$1.00	\$1.06	
G-TOU-PA-S >= 20kW	Summer	Generation - 2021 Vintage	On-Peak	\$0.06248	\$0.06874	+ \$0.01
G-TOU-PA-S >= 20kW	Summer	Generation - 2021 Vintage	Semi-Peak	\$0.06142	\$0.06761	+ \$0.01
G-TOU-PA-S >= 20kW	Summer	Generation - 2021 Vintage	Off-Peak	\$0.05591	\$0.06173	+ \$0.01
G-TOU-PA-S >= 20kW	Winter	Generation - 2021 Vintage	On-Peak	\$0.23101	\$0.24865	+ \$0.01
G-TOU-PA-S >= 20kW	Winter	Generation - 2021 Vintage	Semi-Peak	\$0.09217	\$0.10043	+ \$0.01
G-TOU-PA-S >= 20kW	Winter	Generation - 2021 Vintage	Off-Peak	\$0.09215	\$0.10041	+ \$0.01

G-TOU-PA-P >= 20kW	Summer	Demand - 2021 Vintage	On-Peak	\$0.99	\$1.05	
G-TOU-PA-P >= 20kW	Summer	Generation - 2021 Vintage	On-Peak	\$0.06202	\$0.06825	+ \$0.01
G-TOU-PA-P >= 20kW	Summer	Generation - 2021 Vintage	Semi-Peak	\$0.06096	\$0.06712	+ \$0.01
G-TOU-PA-P >= 20kW	Summer	Generation - 2021 Vintage	Off-Peak	\$0.05560	\$0.06139	+ \$0.01
G-TOU-PA-P >= 20kW	Winter	Generation - 2021 Vintage	On-Peak	\$0.22975	\$0.24730	+ \$0.01
G-TOU-PA-P >= 20kW	Winter	Generation - 2021 Vintage	Semi-Peak	\$0.09163	\$0.09986	+ \$0.01
G-TOU-PA-P >= 20kW	Winter	Generation - 2021 Vintage	Off-Peak	\$0.09161	\$0.09984	+ \$0.01

EV-HP-S	Summer	Demand - 2021 Vintage	On-Peak	\$8.25	\$8.81	
EV-HP-S	Summer	Generation - 2021 Vintage	On-Peak	\$0.08270	\$0.09072	+ \$0.01
EV-HP-S	Summer	Generation - 2021 Vintage	Off-Peak	\$0.03529	\$0.04011	+ \$0.01
EV-HP-S	Summer	Generation - 2021 Vintage	Super Off-Peak	\$0.02663	\$0.03087	+ \$0.01
EV-HP-S	Winter	Generation - 2021 Vintage	On-Peak	\$0.09564	\$0.10454	+ \$0.01
EV-HP-S	Winter	Generation - 2021 Vintage	Off-Peak	\$0.03774	\$0.04272	+ \$0.01
EV-HP-S	Winter	Generation - 2021 Vintage	Super Off-Peak	\$0.02094	\$0.02479	+ \$0.01

EV-HP-P	Summer	Demand - 2021 Vintage	On-Peak	\$8.22	\$8.77	
EV-HP-P	Summer	Generation - 2021 Vintage	On-Peak	\$0.08213	\$0.09011	+ \$0.01
EV-HP-P	Summer	Generation - 2021 Vintage	Off-Peak	\$0.03496	\$0.03976	+ \$0.01

EV-HP-P	Summer	Generation - 2021 Vintage	Super Off-Peak	\$0.02642	\$0.03064	+ \$0.01
EV-HP-P	Winter	Generation - 2021 Vintage	On-Peak	\$0.09504	\$0.10389	+ \$0.01
EV-HP-P	Winter	Generation - 2021 Vintage	Off-Peak	\$0.03743	\$0.04240	+ \$0.01
EV-HP-P	Winter	Generation - 2021 Vintage	Super Off-Peak	\$0.02075	\$0.02459	+ \$0.01

TOU-ELEC	Summer	Generation - 2021 Vintage	On-Peak	\$0.37010	\$0.39748	+ \$0.01
TOU-ELEC	Summer	Generation - 2021 Vintage	Off-Peak	\$0.07931	\$0.08707	+ \$0.01
TOU-ELEC	Summer	Generation - 2021 Vintage	Super Off-Peak	\$0.04106	\$0.04623	+ \$0.01
TOU-ELEC	Winter	Generation - 2021 Vintage	On-Peak	\$0.18025	\$0.19482	+ \$0.01
TOU-ELEC	Winter	Generation - 2021 Vintage	Off-Peak	\$0.06891	\$0.07597	+ \$0.01
TOU-ELEC	Winter	Generation - 2021 Vintage	Super Off-Peak	\$0.03412	\$0.03883	+ \$0.01

CCA Rate Name	Season	Charge Type	Time of Use Period	PowerBase	PowerOn	Power100 (\$/kWh)
DR	Summer	Generation - 2022 Vintage	Total	\$0.13222	\$0.14317	+ \$0.01
DR	Winter	Generation - 2022 Vintage	Total	\$0.13222	\$0.14317	+ \$0.01

DR-LI-MB	Summer	Generation - 2022 Vintage	Total	\$0.13222	\$0.14317	+ \$0.01
DR-LI-MB	Winter	Generation - 2022 Vintage	Total	\$0.13222	\$0.14317	+ \$0.01

DR-SES	Summer	Generation - 2022 Vintage	On-Peak	\$0.38750	\$0.41568	+ \$0.01
DR-SES	Summer	Generation - 2022 Vintage	Off-Peak	\$0.12368	\$0.13405	+ \$0.01
DR-SES	Summer	Generation - 2022 Vintage	Super Off-Peak	\$0.04230	\$0.04718	+ \$0.01
DR-SES	Winter	Generation - 2022 Vintage	On-Peak	\$0.14746	\$0.15944	+ \$0.01
DR-SES	Winter	Generation - 2022 Vintage	Off-Peak	\$0.09727	\$0.10586	+ \$0.01
DR-SES	Winter	Generation - 2022 Vintage	Super Off-Peak	\$0.03575	\$0.04019	+ \$0.01

EV-TOU	Summer	Generation - 2022 Vintage	On-Peak	\$0.38750	\$0.41568	+ \$0.01
EV-TOU	Summer	Generation - 2022 Vintage	Off-Peak	\$0.12368	\$0.13405	+ \$0.01
EV-TOU	Summer	Generation - 2022 Vintage	Super Off-Peak	\$0.04230	\$0.04718	+ \$0.01
EV-TOU	Winter	Generation - 2022 Vintage	On-Peak	\$0.14746	\$0.15944	+ \$0.01
EV-TOU	Winter	Generation - 2022 Vintage	Off-Peak	\$0.09727	\$0.10586	+ \$0.01
EV-TOU	Winter	Generation - 2022 Vintage	Super Off-Peak	\$0.03575	\$0.04019	+ \$0.01

EV-TOU-2	Summer	Generation - 2022 Vintage	On-Peak	\$0.38750	\$0.41568	+ \$0.01
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EV-TOU-2	Summer	Generation - 2022 Vintage	Off-Peak	\$0.12368	\$0.13405	+ \$0.01
EV-TOU-2	Summer	Generation - 2022 Vintage	Super Off-Peak	\$0.04230	\$0.04718	+ \$0.01
EV-TOU-2	Winter	Generation - 2022 Vintage	On-Peak	\$0.14746	\$0.15944	+ \$0.01
EV-TOU-2	Winter	Generation - 2022 Vintage	Off-Peak	\$0.09727	\$0.10586	+ \$0.01
EV-TOU-2	Winter	Generation - 2022 Vintage	Super Off-Peak	\$0.03575	\$0.04019	+ \$0.01

EV-TOU-5	Summer	Generation - 2022 Vintage	On-Peak	\$0.38750	\$0.41568	+ \$0.01
EV-TOU-5	Summer	Generation - 2022 Vintage	Off-Peak	\$0.12368	\$0.13405	+ \$0.01
EV-TOU-5	Summer	Generation - 2022 Vintage	Super Off-Peak	\$0.04230	\$0.04718	+ \$0.01
EV-TOU-5	Winter	Generation - 2022 Vintage	On-Peak	\$0.14746	\$0.15944	+ \$0.01
EV-TOU-5	Winter	Generation - 2022 Vintage	Off-Peak	\$0.09727	\$0.10586	+ \$0.01
EV-TOU-5	Winter	Generation - 2022 Vintage	Super Off-Peak	\$0.03575	\$0.04019	+ \$0.01

TOU-DR-1	Summer	Generation - 2022 Vintage	On-Peak	\$0.28005	\$0.30097	+ \$0.01
TOU-DR-1	Summer	Generation - 2022 Vintage	Off-Peak	\$0.08409	\$0.09179	+ \$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	\$0.21393	\$0.23040	+ \$0.01
TOU-DR-1	Winter	Generation - 2022 Vintage	Off-Peak	\$0.14137	\$0.15294	+ \$0.01
TOU-DR-1	Winter	Generation - 2022 Vintage	Super Off-Peak	\$0.06078	\$0.06691	+ \$0.01

TOU-DR-2	Summer	Generation - 2022 Vintage	On-Peak	\$0.28005	\$0.30097	+ \$0.01
TOU-DR-2	Summer	Generation - 2022 Vintage	Off-Peak	\$0.04482	\$0.04988	+ \$0.01
TOU-DR-2	Winter	Generation - 2022 Vintage	On-Peak	\$0.21393	\$0.23040	+ \$0.01
TOU-DR-2	Winter	Generation - 2022 Vintage	Off-Peak	\$0.09229	\$0.10055	+ \$0.01

TOU-DR	Summer	Generation - 2022 Vintage	On-Peak	\$0.17326	\$0.18699	+ \$0.01
TOU-DR	Summer	Generation - 2022 Vintage	Off-Peak	\$0.12098	\$0.13117	+ \$0.01
TOU-DR	Summer	Generation - 2022 Vintage	Super Off-Peak	\$0.07169	\$0.07856	+ \$0.01
TOU-DR	Winter	Generation - 2022 Vintage	On-Peak	\$0.21374	\$0.23019	+ \$0.01
TOU-DR	Winter	Generation - 2022 Vintage	Off-Peak	\$0.14123	\$0.15279	+ \$0.01
TOU-DR	Winter	Generation - 2022 Vintage	Super Off-Peak	\$0.06071	\$0.06684	+ \$0.01

TOU-A-S	Summer	Generation - 2022 Vintage	On-Peak	\$0.28402	\$0.30420	+ \$0.01
TOU-A-S	Summer	Generation - 2022 Vintage	Off-Peak	\$0.14849	\$0.15952	+ \$0.01

TOU-A-S	Winter	Generation - 2022 Vintage	On-Peak	\$0.15915	\$0.17090	+ \$0.01
TOU-A-S	Winter	Generation - 2022 Vintage	Off-Peak	\$0.07103	\$0.07684	+ \$0.01

TOU-A-P	Summer	Generation - 2022 Vintage	On-Peak	\$0.28253	\$0.30260	+ \$0.01
TOU-A-P	Summer	Generation - 2022 Vintage	Off-Peak	\$0.14767	\$0.15865	+ \$0.01
TOU-A-P	Winter	Generation - 2022 Vintage	On-Peak	\$0.15832	\$0.17002	+ \$0.01
TOU-A-P	Winter	Generation - 2022 Vintage	Off-Peak	\$0.07070	\$0.07649	+ \$0.01

TOU-A-2-S	Summer	Generation - 2022 Vintage	On-Peak	\$0.38783	\$0.41502	+ \$0.01
TOU-A-2-S	Summer	Generation - 2022 Vintage	Off-Peak	\$0.12384	\$0.13321	+ \$0.01
TOU-A-2-S	Summer	Generation - 2022 Vintage	Super Off-Peak	\$0.06290	\$0.06815	+ \$0.01
TOU-A-2-S	Winter	Generation - 2022 Vintage	On-Peak	\$0.14627	\$0.15715	+ \$0.01
TOU-A-2-S	Winter	Generation - 2022 Vintage	Off-Peak	\$0.07607	\$0.08222	+ \$0.01
TOU-A-2-S	Winter	Generation - 2022 Vintage	Super Off-Peak	\$0.05536	\$0.06010	+ \$0.01

TOU-A-2-P	Summer	Generation - 2022 Vintage	On-Peak	\$0.38589	\$0.41294	+ \$0.01
TOU-A-2-P	Summer	Generation - 2022 Vintage	Off-Peak	\$0.12320	\$0.13252	+ \$0.01
TOU-A-2-P	Summer	Generation - 2022 Vintage	Super Off-Peak	\$0.06263	\$0.06787	+ \$0.01
TOU-A-2-P	Winter	Generation - 2022 Vintage	On-Peak	\$0.14553	\$0.15636	+ \$0.01
TOU-A-2-P	Winter	Generation - 2022 Vintage	Off-Peak	\$0.07570	\$0.08182	+ \$0.01
TOU-A-2-P	Winter	Generation - 2022 Vintage	Super Off-Peak	\$0.05512	\$0.05986	+ \$0.01

TOU-A-3-S	Summer	Generation - 2022 Vintage	On-Peak	\$0.28702	\$0.30740	+ \$0.01
TOU-A-3-S	Summer	Generation - 2022 Vintage	Off-Peak	\$0.16915	\$0.18158	+ \$0.01
TOU-A-3-S	Summer	Generation - 2022 Vintage	Super Off-Peak	\$0.06398	\$0.06931	+ \$0.01
TOU-A-3-S	Winter	Generation - 2022 Vintage	On-Peak	\$0.14627	\$0.15715	+ \$0.01
TOU-A-3-S	Winter	Generation - 2022 Vintage	Off-Peak	\$0.07607	\$0.08222	+ \$0.01
TOU-A-3-S	Winter	Generation - 2022 Vintage	Super Off-Peak	\$0.05536	\$0.06010	+ \$0.01

TOU-A-3-P	Summer	Generation - 2022 Vintage	On-Peak	\$0.28556	\$0.30584	+ \$0.01
TOU-A-3-P	Summer	Generation - 2022 Vintage	Off-Peak	\$0.16827	\$0.18063	+ \$0.01
TOU-A-3-P	Summer	Generation - 2022 Vintage	Super Off-Peak	\$0.06360	\$0.06890	+ \$0.01
TOU-A-3-P	Winter	Generation - 2022 Vintage	On-Peak	\$0.14553	\$0.15636	+ \$0.01
TOU-A-3-P	Winter	Generation - 2022 Vintage	Off-Peak	\$0.07570	\$0.08182	+ \$0.01

TOU-A-3-P	Winter	Generation - 2022 Vintage	Super Off-Peak	\$0.05512	\$0.05986	+ \$0.01
A-TC	Summer	Generation - 2022 Vintage	Total	\$0.08187	\$0.08841	+ \$0.01
A-TC	Winter	Generation - 2022 Vintage	Total	\$0.08187	\$0.08841	+ \$0.01
TOU-M	Summer	Generation - 2022 Vintage	On-Peak	\$0.39460	\$0.42304	+ \$0.01
TOU-M	Summer	Generation - 2022 Vintage	Off-Peak	\$0.11820	\$0.12799	+ \$0.01
TOU-M	Summer	Generation - 2022 Vintage	Super Off-Peak	\$0.05117	\$0.05644	+ \$0.01
TOU-M	Winter	Generation - 2022 Vintage	On-Peak	\$0.13699	\$0.14805	+ \$0.01
TOU-M	Winter	Generation - 2022 Vintage	Off-Peak	\$0.06498	\$0.07118	+ \$0.01
TOU-M	Winter	Generation - 2022 Vintage	Super Off-Peak	\$0.04410	\$0.04889	+ \$0.01
OL-TOU	Summer	Generation - 2022 Vintage	On-Peak	\$0.54378	\$0.58229	+ \$0.01
OL-TOU	Summer	Generation - 2022 Vintage	Off-Peak	\$0.17145	\$0.18484	+ \$0.01
OL-TOU	Summer	Generation - 2022 Vintage	Super Off-Peak	\$0.07185	\$0.07852	+ \$0.01
OL-TOU	Winter	Generation - 2022 Vintage	On-Peak	\$0.18042	\$0.19441	+ \$0.01
OL-TOU	Winter	Generation - 2022 Vintage	Off-Peak	\$0.08933	\$0.09718	+ \$0.01
OL-TOU	Winter	Generation - 2022 Vintage	Super Off-Peak	\$0.06291	\$0.06897	+ \$0.01
AL-TOU-M-S	Summer	Demand - 2022 Vintage	On-Peak	\$17.04	\$18.19	
AL-TOU-M-S	Summer	Generation - 2022 Vintage	On-Peak	\$0.21799	\$0.23452	+ \$0.01
AL-TOU-M-S	Summer	Generation - 2022 Vintage	Off-Peak	\$0.12087	\$0.13084	+ \$0.01
AL-TOU-M-S	Summer	Generation - 2022 Vintage	Super Off-Peak	\$0.10151	\$0.11017	+ \$0.01
AL-TOU-M-S	Winter	Generation - 2022 Vintage	On-Peak	\$0.24265	\$0.26084	+ \$0.01
AL-TOU-M-S	Winter	Generation - 2022 Vintage	Off-Peak	\$0.12422	\$0.13442	+ \$0.01
AL-TOU-M-S	Winter	Generation - 2022 Vintage	Super Off-Peak	\$0.08987	\$0.09775	+ \$0.01
AL-TOU-M-P	Summer	Demand - 2022 Vintage	On-Peak	\$16.96	\$18.11	
AL-TOU-M-P	Summer	Generation - 2022 Vintage	On-Peak	\$0.21681	\$0.23325	+ \$0.01
AL-TOU-M-P	Summer	Generation - 2022 Vintage	Off-Peak	\$0.12019	\$0.13011	+ \$0.01
AL-TOU-M-P	Summer	Generation - 2022 Vintage	Super Off-Peak	\$0.10107	\$0.10971	+ \$0.01
AL-TOU-M-P	Winter	Generation - 2022 Vintage	On-Peak	\$0.24142	\$0.25953	+ \$0.01
AL-TOU-M-P	Winter	Generation - 2022 Vintage	Off-Peak	\$0.12360	\$0.13376	+ \$0.01
AL-TOU-M-P	Winter	Generation - 2022 Vintage	Super Off-Peak	\$0.08948	\$0.09733	+ \$0.01

AL-TOU-L-S	Summer	Demand - 2022 Vintage	On-Peak	\$16.32	\$17.43	
AL-TOU-L-S	Summer	Generation - 2022 Vintage	On-Peak	\$0.20762	\$0.22345	+ \$0.01
AL-TOU-L-S	Summer	Generation - 2022 Vintage	Off-Peak	\$0.11467	\$0.12422	+ \$0.01
AL-TOU-L-S	Summer	Generation - 2022 Vintage	Super Off-Peak	\$0.09599	\$0.10428	+ \$0.01
AL-TOU-L-S	Winter	Generation - 2022 Vintage	On-Peak	\$0.23107	\$0.24848	+ \$0.01
AL-TOU-L-S	Winter	Generation - 2022 Vintage	Off-Peak	\$0.11772	\$0.12748	+ \$0.01
AL-TOU-L-S	Winter	Generation - 2022 Vintage	Super Off-Peak	\$0.08484	\$0.09239	+ \$0.01

AL-TOU-L-P	Summer	Demand - 2022 Vintage	On-Peak	\$16.24	\$17.34	
AL-TOU-L-P	Summer	Generation - 2022 Vintage	On-Peak	\$0.20649	\$0.22224	+ \$0.01
AL-TOU-L-P	Summer	Generation - 2022 Vintage	Off-Peak	\$0.11401	\$0.12352	+ \$0.01
AL-TOU-L-P	Summer	Generation - 2022 Vintage	Super Off-Peak	\$0.09557	\$0.10383	+ \$0.01
AL-TOU-L-P	Winter	Generation - 2022 Vintage	On-Peak	\$0.22989	\$0.24722	+ \$0.01
AL-TOU-L-P	Winter	Generation - 2022 Vintage	Off-Peak	\$0.11713	\$0.12685	+ \$0.01
AL-TOU-L-P	Winter	Generation - 2022 Vintage	Super Off-Peak	\$0.08448	\$0.09200	+ \$0.01

AL-TOU-L-T	Summer	Demand - 2022 Vintage	On-Peak	\$15.55	\$16.60	
AL-TOU-L-T	Summer	Generation - 2022 Vintage	On-Peak	\$0.19648	\$0.21156	+ \$0.01
AL-TOU-L-T	Summer	Generation - 2022 Vintage	Off-Peak	\$0.10802	\$0.11712	+ \$0.01
AL-TOU-L-T	Summer	Generation - 2022 Vintage	Super Off-Peak	\$0.09062	\$0.09855	+ \$0.01
AL-TOU-L-T	Winter	Generation - 2022 Vintage	On-Peak	\$0.21906	\$0.23565	+ \$0.01
AL-TOU-L-T	Winter	Generation - 2022 Vintage	Off-Peak	\$0.11122	\$0.12054	+ \$0.01
AL-TOU-L-T	Winter	Generation - 2022 Vintage	Super Off-Peak	\$0.07999	\$0.08720	+ \$0.01

AL-TOU-2-S	Summer	Demand - 2022 Vintage	On-Peak	\$29.11	\$31.07	
AL-TOU-2-S	Summer	Generation - 2022 Vintage	On-Peak	\$0.18582	\$0.20018	+ \$0.01
AL-TOU-2-S	Summer	Generation - 2022 Vintage	Off-Peak	\$0.10161	\$0.11029	+ \$0.01
AL-TOU-2-S	Summer	Generation - 2022 Vintage	Super Off-Peak	\$0.08438	\$0.09189	+ \$0.01
AL-TOU-2-S	Winter	Generation - 2022 Vintage	On-Peak	\$0.20671	\$0.22247	+ \$0.01
AL-TOU-2-S	Winter	Generation - 2022 Vintage	Off-Peak	\$0.10407	\$0.11291	+ \$0.01
AL-TOU-2-S	Winter	Generation - 2022 Vintage	Super Off-Peak	\$0.07429	\$0.08112	+ \$0.01

AL-TOU-2-P	Summer	Demand - 2022 Vintage	On-Peak	\$28.98	\$30.93	
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AL-TOU-2-P	Summer	Generation - 2022 Vintage	On-Peak	\$0.18480	\$0.19909	+ \$0.01
AL-TOU-2-P	Summer	Generation - 2022 Vintage	Off-Peak	\$0.10102	\$0.10965	+ \$0.01
AL-TOU-2-P	Summer	Generation - 2022 Vintage	Super Off-Peak	\$0.08400	\$0.09148	+ \$0.01
AL-TOU-2-P	Winter	Generation - 2022 Vintage	On-Peak	\$0.20563	\$0.22132	+ \$0.01
AL-TOU-2-P	Winter	Generation - 2022 Vintage	Off-Peak	\$0.10352	\$0.11233	+ \$0.01
AL-TOU-2-P	Winter	Generation - 2022 Vintage	Super Off-Peak	\$0.07396	\$0.08077	+ \$0.01

AL-TOU-2-T	Summer	Demand - 2022 Vintage	On-Peak	\$27.73	\$29.60	
AL-TOU-2-T	Summer	Generation - 2022 Vintage	On-Peak	\$0.17571	\$0.18939	+ \$0.01
AL-TOU-2-T	Summer	Generation - 2022 Vintage	Off-Peak	\$0.09558	\$0.10384	+ \$0.01
AL-TOU-2-T	Summer	Generation - 2022 Vintage	Super Off-Peak	\$0.07953	\$0.08671	+ \$0.01
AL-TOU-2-T	Winter	Generation - 2022 Vintage	On-Peak	\$0.19583	\$0.21086	+ \$0.01
AL-TOU-2-T	Winter	Generation - 2022 Vintage	Off-Peak	\$0.09817	\$0.10661	+ \$0.01
AL-TOU-2-T	Winter	Generation - 2022 Vintage	Super Off-Peak	\$0.06989	\$0.07642	+ \$0.01

DG-R-M-S	Summer	Generation - 2022 Vintage	On-Peak	\$0.54311	\$0.58157	+ \$0.01
DG-R-M-S	Summer	Generation - 2022 Vintage	Off-Peak	\$0.17183	\$0.18524	+ \$0.01
DG-R-M-S	Summer	Generation - 2022 Vintage	Super Off-Peak	\$0.07185	\$0.07852	+ \$0.01
DG-R-M-S	Winter	Generation - 2022 Vintage	On-Peak	\$0.18042	\$0.19441	+ \$0.01
DG-R-M-S	Winter	Generation - 2022 Vintage	Off-Peak	\$0.08933	\$0.09718	+ \$0.01
DG-R-M-S	Winter	Generation - 2022 Vintage	Super Off-Peak	\$0.06291	\$0.06897	+ \$0.01

DG-R-M-P	Summer	Generation - 2022 Vintage	On-Peak	\$0.54039	\$0.57867	+ \$0.01
DG-R-M-P	Summer	Generation - 2022 Vintage	Off-Peak	\$0.17092	\$0.18427	+ \$0.01
DG-R-M-P	Summer	Generation - 2022 Vintage	Super Off-Peak	\$0.07153	\$0.07817	+ \$0.01
DG-R-M-P	Winter	Generation - 2022 Vintage	On-Peak	\$0.17947	\$0.19340	+ \$0.01
DG-R-M-P	Winter	Generation - 2022 Vintage	Off-Peak	\$0.08885	\$0.09667	+ \$0.01
DG-R-M-P	Winter	Generation - 2022 Vintage	Super Off-Peak	\$0.06261	\$0.06865	+ \$0.01

DG-R-L-S	Summer	Generation - 2022 Vintage	On-Peak	\$0.51905	\$0.55589	+ \$0.01
DG-R-L-S	Summer	Generation - 2022 Vintage	Off-Peak	\$0.16351	\$0.17636	+ \$0.01
DG-R-L-S	Summer	Generation - 2022 Vintage	Super Off-Peak	\$0.06761	\$0.07399	+ \$0.01
DG-R-L-S	Winter	Generation - 2022 Vintage	On-Peak	\$0.17151	\$0.18490	+ \$0.01
DG-R-L-S	Winter	Generation - 2022 Vintage	Off-Peak	\$0.08434	\$0.09184	+ \$0.01

DG-R-L-S	Winter	Generation - 2022 Vintage	Super Off-Peak	\$0.05904	\$0.06484	+ \$0.01
DG-R-L-P	Summer	Generation - 2022 Vintage	On-Peak	\$0.51645	\$0.55312	+ \$0.01
DG-R-L-P	Summer	Generation - 2022 Vintage	Off-Peak	\$0.16263	\$0.17542	+ \$0.01
DG-R-L-P	Summer	Generation - 2022 Vintage	Super Off-Peak	\$0.06729	\$0.07365	+ \$0.01
DG-R-L-P	Winter	Generation - 2022 Vintage	On-Peak	\$0.17060	\$0.18393	+ \$0.01
DG-R-L-P	Winter	Generation - 2022 Vintage	Off-Peak	\$0.08388	\$0.09135	+ \$0.01
DG-R-L-P	Winter	Generation - 2022 Vintage	Super Off-Peak	\$0.05877	\$0.06455	+ \$0.01
DG-R-L-T	Summer	Generation - 2022 Vintage	On-Peak	\$0.49343	\$0.52854	+ \$0.01
DG-R-L-T	Summer	Generation - 2022 Vintage	Off-Peak	\$0.15465	\$0.16690	+ \$0.01
DG-R-L-T	Summer	Generation - 2022 Vintage	Super Off-Peak	\$0.06349	\$0.06959	+ \$0.01
DG-R-L-T	Winter	Generation - 2022 Vintage	On-Peak	\$0.16227	\$0.17503	+ \$0.01
DG-R-L-T	Winter	Generation - 2022 Vintage	Off-Peak	\$0.07932	\$0.08649	+ \$0.01
DG-R-L-T	Winter	Generation - 2022 Vintage	Super Off-Peak	\$0.05531	\$0.06086	+ \$0.01
A6-TOU-P	Summer	Demand - 2022 Vintage	Total	\$16.24	\$17.34	
A6-TOU-P	Summer	Generation - 2022 Vintage	On-Peak	\$0.20649	\$0.22224	+ \$0.01
A6-TOU-P	Summer	Generation - 2022 Vintage	Off-Peak	\$0.11401	\$0.12352	+ \$0.01
A6-TOU-P	Summer	Generation - 2022 Vintage	Super Off-Peak	\$0.09557	\$0.10383	+ \$0.01
A6-TOU-P	Winter	Generation - 2022 Vintage	On-Peak	\$0.22989	\$0.24722	+ \$0.01
A6-TOU-P	Winter	Generation - 2022 Vintage	Off-Peak	\$0.11713	\$0.12685	+ \$0.01
A6-TOU-P	Winter	Generation - 2022 Vintage	Super Off-Peak	\$0.08448	\$0.09200	+ \$0.01
A6-TOU-T	Summer	Demand - 2022 Vintage	Total	\$15.55	\$16.60	
A6-TOU-T	Summer	Generation - 2022 Vintage	On-Peak	\$0.19648	\$0.21156	+ \$0.01
A6-TOU-T	Summer	Generation - 2022 Vintage	Off-Peak	\$0.10802	\$0.11712	+ \$0.01
A6-TOU-T	Summer	Generation - 2022 Vintage	Super Off-Peak	\$0.09062	\$0.09855	+ \$0.01
A6-TOU-T	Winter	Generation - 2022 Vintage	On-Peak	\$0.21906	\$0.23565	+ \$0.01
A6-TOU-T	Winter	Generation - 2022 Vintage	Off-Peak	\$0.11122	\$0.12054	+ \$0.01
A6-TOU-T	Winter	Generation - 2022 Vintage	Super Off-Peak	\$0.07999	\$0.08720	+ \$0.01
TOU-PA-S	Summer	Generation - 2022 Vintage	On-Peak	\$0.24351	\$0.26170	+ \$0.01
TOU-PA-S	Summer	Generation - 2022 Vintage	Off-Peak	\$0.12283	\$0.13289	+ \$0.01

TOU-PA-S	Winter	Generation - 2022 Vintage	On-Peak	\$0.11377	\$0.12320	+ \$0.01
TOU-PA-S	Winter	Generation - 2022 Vintage	Off-Peak	\$0.04205	\$0.04665	+ \$0.01

TOU-PA-P	Summer	Generation - 2022 Vintage	On-Peak	\$0.24215	\$0.26026	+ \$0.01
TOU-PA-P	Summer	Generation - 2022 Vintage	Off-Peak	\$0.12209	\$0.13209	+ \$0.01
TOU-PA-P	Winter	Generation - 2022 Vintage	On-Peak	\$0.11311	\$0.12250	+ \$0.01
TOU-PA-P	Winter	Generation - 2022 Vintage	Off-Peak	\$0.04179	\$0.04637	+ \$0.01

TOU-PA-2-S	Summer	Demand - 2022 Vintage	On-Peak	\$11.22	\$11.98	
TOU-PA-2-S	Summer	Generation - 2022 Vintage	On-Peak	\$0.12163	\$0.13160	+ \$0.01
TOU-PA-2-S	Summer	Generation - 2022 Vintage	Off-Peak	\$0.06341	\$0.06946	+ \$0.01
TOU-PA-2-S	Summer	Generation - 2022 Vintage	Super Off-Peak	\$0.04940	\$0.05450	+ \$0.01
TOU-PA-2-S	Winter	Generation - 2022 Vintage	On-Peak	\$0.13238	\$0.14308	+ \$0.01
TOU-PA-2-S	Winter	Generation - 2022 Vintage	Off-Peak	\$0.06276	\$0.06875	+ \$0.01
TOU-PA-2-S	Winter	Generation - 2022 Vintage	Super Off-Peak	\$0.04255	\$0.04718	+ \$0.01

TOU-PA-2-P	Summer	Demand - 2022 Vintage	On-Peak	\$11.17	\$11.92	
TOU-PA-2-P	Summer	Generation - 2022 Vintage	On-Peak	\$0.12094	\$0.13086	+ \$0.01
TOU-PA-2-P	Summer	Generation - 2022 Vintage	Off-Peak	\$0.06302	\$0.06904	+ \$0.01
TOU-PA-2-P	Summer	Generation - 2022 Vintage	Super Off-Peak	\$0.04914	\$0.05422	+ \$0.01
TOU-PA-2-P	Winter	Generation - 2022 Vintage	On-Peak	\$0.13165	\$0.14230	+ \$0.01
TOU-PA-2-P	Winter	Generation - 2022 Vintage	Off-Peak	\$0.06238	\$0.06836	+ \$0.01
TOU-PA-2-P	Winter	Generation - 2022 Vintage	Super Off-Peak	\$0.04232	\$0.04694	+ \$0.01

TOU-PA-3-S <20kW	Summer	Generation - 2022 Vintage	On-Peak	\$0.28376	\$0.30467	+ \$0.01
TOU-PA-3-S <20kW	Summer	Generation - 2022 Vintage	Off-Peak	\$0.14153	\$0.15285	+ \$0.01
TOU-PA-3-S <20kW	Summer	Generation - 2022 Vintage	Super Off-Peak	\$0.05377	\$0.05916	+ \$0.01
TOU-PA-3-S <20kW	Winter	Generation - 2022 Vintage	On-Peak	\$0.10379	\$0.11256	+ \$0.01
TOU-PA-3-S <20kW	Winter	Generation - 2022 Vintage	Off-Peak	\$0.04672	\$0.05163	+ \$0.01
TOU-PA-3-S <20kW	Winter	Generation - 2022 Vintage	Super Off-Peak	\$0.03016	\$0.03396	+ \$0.01

TOU-PA-3-P <20kW	Summer	Generation - 2022 Vintage	On-Peak	\$0.28226	\$0.30307	+ \$0.01
TOU-PA-3-P <20kW	Summer	Generation - 2022 Vintage	Off-Peak	\$0.14072	\$0.15198	+ \$0.01
TOU-PA-3-P <20kW	Summer	Generation - 2022 Vintage	Super Off-Peak	\$0.05339	\$0.05875	+ \$0.01

TOU-PA-3-P <20kW	Winter	Generation - 2022 Vintage	On-Peak	\$0.10319	\$0.11192	+ \$0.01
TOU-PA-3-P <20kW	Winter	Generation - 2022 Vintage	Off-Peak	\$0.04641	\$0.05131	+ \$0.01
TOU-PA-3-P <20kW	Winter	Generation - 2022 Vintage	Super Off-Peak	\$0.02997	\$0.03376	+ \$0.01

TOU-PA-3-S >=20kW	Summer	Demand - 2022 Vintage	On-Peak	\$2.69	\$2.88	
TOU-PA-3-S >=20kW	Summer	Generation - 2022 Vintage	On-Peak	\$0.25968	\$0.27897	+ \$0.01
TOU-PA-3-S >=20kW	Summer	Generation - 2022 Vintage	Off-Peak	\$0.12518	\$0.13539	+ \$0.01
TOU-PA-3-S >=20kW	Summer	Generation - 2022 Vintage	Super Off-Peak	\$0.04604	\$0.05091	+ \$0.01
TOU-PA-3-S >=20kW	Winter	Generation - 2022 Vintage	On-Peak	\$0.09786	\$0.10623	+ \$0.01
TOU-PA-3-S >=20kW	Winter	Generation - 2022 Vintage	Off-Peak	\$0.04339	\$0.04808	+ \$0.01
TOU-PA-3-S >=20kW	Winter	Generation - 2022 Vintage	Super Off-Peak	\$0.02759	\$0.03122	+ \$0.01

TOU-PA-3-P >=20kW	Summer	Demand - 2022 Vintage	On-Peak	\$2.69	\$2.87	
TOU-PA-3-P >=20kW	Summer	Generation - 2022 Vintage	On-Peak	\$0.25833	\$0.27752	+ \$0.01
TOU-PA-3-P >=20kW	Summer	Generation - 2022 Vintage	Off-Peak	\$0.12448	\$0.13464	+ \$0.01
TOU-PA-3-P >=20kW	Summer	Generation - 2022 Vintage	Super Off-Peak	\$0.04569	\$0.05054	+ \$0.01
TOU-PA-3-P >=20kW	Winter	Generation - 2022 Vintage	On-Peak	\$0.09726	\$0.10559	+ \$0.01
TOU-PA-3-P >=20kW	Winter	Generation - 2022 Vintage	Off-Peak	\$0.04306	\$0.04773	+ \$0.01
TOU-PA-3-P >=20kW	Winter	Generation - 2022 Vintage	Super Off-Peak	\$0.02733	\$0.03094	+ \$0.01

PA-T-1-S	Summer	Demand - 2022 Vintage	On-Peak	\$6.29	\$6.71	
PA-T-1-S	Summer	Generation - 2022 Vintage	On-Peak	\$0.12880	\$0.13925	+ \$0.01
PA-T-1-S	Summer	Generation - 2022 Vintage	Off-Peak	\$0.06784	\$0.07418	+ \$0.01
PA-T-1-S	Summer	Generation - 2022 Vintage	Super Off-Peak	\$0.05450	\$0.05994	+ \$0.01
PA-T-1-S	Winter	Generation - 2022 Vintage	On-Peak	\$0.14311	\$0.15453	+ \$0.01
PA-T-1-S	Winter	Generation - 2022 Vintage	Off-Peak	\$0.06877	\$0.07517	+ \$0.01
PA-T-1-S	Winter	Generation - 2022 Vintage	Super Off-Peak	\$0.04720	\$0.05214	+ \$0.01

PA-T-1-P	Summer	Demand - 2022 Vintage	On-Peak	\$6.26	\$6.68	
PA-T-1-P	Summer	Generation - 2022 Vintage	On-Peak	\$0.12805	\$0.13846	+ \$0.01
PA-T-1-P	Summer	Generation - 2022 Vintage	Off-Peak	\$0.06741	\$0.07372	+ \$0.01
PA-T-1-P	Summer	Generation - 2022 Vintage	Super Off-Peak	\$0.05423	\$0.05965	+ \$0.01
PA-T-1-P	Winter	Generation - 2022 Vintage	On-Peak	\$0.14233	\$0.15370	+ \$0.01
PA-T-1-P	Winter	Generation - 2022 Vintage	Off-Peak	\$0.06838	\$0.07475	+ \$0.01

PA-T-1-P	Winter	Generation - 2022 Vintage	Super Off-Peak	\$0.04695	\$0.05188	+ \$0.01
PA-T-1-T	Summer	Demand - 2022 Vintage	On-Peak	\$5.98	\$6.39	
PA-T-1-T	Summer	Generation - 2022 Vintage	On-Peak	\$0.12144	\$0.13140	+ \$0.01
PA-T-1-T	Summer	Generation - 2022 Vintage	Off-Peak	\$0.06342	\$0.06947	+ \$0.01
PA-T-1-T	Summer	Generation - 2022 Vintage	Super Off-Peak	\$0.05098	\$0.05619	+ \$0.01
PA-T-1-T	Winter	Generation - 2022 Vintage	On-Peak	\$0.13523	\$0.14612	+ \$0.01
PA-T-1-T	Winter	Generation - 2022 Vintage	Off-Peak	\$0.06449	\$0.07060	+ \$0.01
PA-T-1-T	Winter	Generation - 2022 Vintage	Super Off-Peak	\$0.04400	\$0.04874	+ \$0.01
LS	All	Generation - 2022 Vintage	Total	\$0.08541	\$0.09259	+ \$0.01
OL-2	All	Generation - 2022 Vintage	Total	\$0.08541	\$0.09259	+ \$0.01
LS-2-AD	Summer	Generation - 2022 Vintage	On-Peak	\$0.28090	\$0.30128	+ \$0.01
LS-2-AD	Summer	Generation - 2022 Vintage	Off-Peak	\$0.16303	\$0.17546	+ \$0.01
LS-2-AD	Summer	Generation - 2022 Vintage	Super Off-Peak	\$0.05786	\$0.06319	+ \$0.01
LS-2-AD	Winter	Generation - 2022 Vintage	On-Peak	\$0.14015	\$0.15103	+ \$0.01
LS-2-AD	Winter	Generation - 2022 Vintage	Off-Peak	\$0.06995	\$0.07610	+ \$0.01
LS-2-AD	Winter	Generation - 2022 Vintage	Super Off-Peak	\$0.04924	\$0.05398	+ \$0.01
G-TOU-M	Summer	Generation - 2022 Vintage	On-Peak	\$0.17550	\$0.18916	+ \$0.01
G-TOU-M	Summer	Generation - 2022 Vintage	Semi-Peak	\$0.17026	\$0.18357	+ \$0.01
G-TOU-M	Summer	Generation - 2022 Vintage	Off-Peak	\$0.16501	\$0.17796	+ \$0.01
G-TOU-M	Winter	Generation - 2022 Vintage	On-Peak	\$0.17385	\$0.18740	+ \$0.01
G-TOU-M	Winter	Generation - 2022 Vintage	Semi-Peak	\$0.06719	\$0.07354	+ \$0.01
G-TOU-M	Winter	Generation - 2022 Vintage	Off-Peak	\$0.06717	\$0.07352	+ \$0.01
G-OL-TOU	Summer	Generation - 2022 Vintage	On-Peak	\$0.14781	\$0.15960	+ \$0.01
G-OL-TOU	Summer	Generation - 2022 Vintage	Semi-Peak	\$0.14153	\$0.15290	+ \$0.01
G-OL-TOU	Summer	Generation - 2022 Vintage	Off-Peak	\$0.13666	\$0.14770	+ \$0.01
G-OL-TOU	Winter	Generation - 2022 Vintage	On-Peak	\$0.35211	\$0.37769	+ \$0.01
G-OL-TOU	Winter	Generation - 2022 Vintage	Semi-Peak	\$0.15073	\$0.16272	+ \$0.01
G-OL-TOU	Winter	Generation - 2022 Vintage	Off-Peak	\$0.15071	\$0.16270	+ \$0.01

G-TOU-A-S	Summer	Generation - 2022 Vintage	On-Peak	\$0.32558	\$0.34856	+ \$0.01
G-TOU-A-S	Summer	Generation - 2022 Vintage	Semi-Peak	\$0.17927	\$0.19238	+ \$0.01
G-TOU-A-S	Summer	Generation - 2022 Vintage	Off-Peak	\$0.07397	\$0.07997	+ \$0.01
G-TOU-A-S	Winter	Generation - 2022 Vintage	On-Peak	\$0.18085	\$0.19406	+ \$0.01
G-TOU-A-S	Winter	Generation - 2022 Vintage	Semi-Peak	\$0.07769	\$0.08395	+ \$0.01
G-TOU-A-S	Winter	Generation - 2022 Vintage	Off-Peak	\$0.07721	\$0.08343	+ \$0.01

G-TOU-A-P	Summer	Generation - 2022 Vintage	On-Peak	\$0.32379	\$0.34665	+ \$0.01
G-TOU-A-P	Summer	Generation - 2022 Vintage	Semi-Peak	\$0.17825	\$0.19129	+ \$0.01
G-TOU-A-P	Summer	Generation - 2022 Vintage	Off-Peak	\$0.07350	\$0.07948	+ \$0.01
G-TOU-A-P	Winter	Generation - 2022 Vintage	On-Peak	\$0.17990	\$0.19306	+ \$0.01
G-TOU-A-P	Winter	Generation - 2022 Vintage	Semi-Peak	\$0.07728	\$0.08351	+ \$0.01
G-TOU-A-P	Winter	Generation - 2022 Vintage	Off-Peak	\$0.07680	\$0.08300	+ \$0.01

G-AL-TOU-M-S	Summer	Demand - 2022 Vintage	On-Peak	\$1.75	\$1.87	
G-AL-TOU-M-S	Summer	Generation - 2022 Vintage	On-Peak	\$0.11184	\$0.12120	+ \$0.01
G-AL-TOU-M-S	Summer	Generation - 2022 Vintage	Semi-Peak	\$0.11151	\$0.12085	+ \$0.01
G-AL-TOU-M-S	Summer	Generation - 2022 Vintage	Off-Peak	\$0.10806	\$0.11717	+ \$0.01
G-AL-TOU-M-S	Winter	Generation - 2022 Vintage	On-Peak	\$0.39223	\$0.42052	+ \$0.01
G-AL-TOU-M-S	Winter	Generation - 2022 Vintage	Semi-Peak	\$0.16953	\$0.18279	+ \$0.01
G-AL-TOU-M-S	Winter	Generation - 2022 Vintage	Off-Peak	\$0.16952	\$0.18277	+ \$0.01

G-AL-TOU-M-P	Summer	Demand - 2022 Vintage	On-Peak	\$1.74	\$1.86	
G-AL-TOU-M-P	Summer	Generation - 2022 Vintage	On-Peak	\$0.11111	\$0.12042	+ \$0.01
G-AL-TOU-M-P	Summer	Generation - 2022 Vintage	Semi-Peak	\$0.11078	\$0.12007	+ \$0.01
G-AL-TOU-M-P	Summer	Generation - 2022 Vintage	Off-Peak	\$0.10736	\$0.11642	+ \$0.01
G-AL-TOU-M-P	Winter	Generation - 2022 Vintage	On-Peak	\$0.39020	\$0.41835	+ \$0.01
G-AL-TOU-M-P	Winter	Generation - 2022 Vintage	Semi-Peak	\$0.16867	\$0.18187	+ \$0.01
G-AL-TOU-M-P	Winter	Generation - 2022 Vintage	Off-Peak	\$0.16865	\$0.18185	+ \$0.01

G-AL-TOU-L-S	Summer	Demand - 2022 Vintage	On-Peak	\$1.65	\$1.77	
G-AL-TOU-L-S	Summer	Generation - 2022 Vintage	On-Peak	\$0.10253	\$0.11126	+ \$0.01
G-AL-TOU-L-S	Summer	Generation - 2022 Vintage	Semi-Peak	\$0.10220	\$0.11091	+ \$0.01

G-AL-TOU-L-S	Summer	Generation - 2022 Vintage	Off-Peak	\$0.09876	\$0.10724	+ \$0.01
G-AL-TOU-L-S	Winter	Generation - 2022 Vintage	On-Peak	\$0.36334	\$0.38968	+ \$0.01
G-AL-TOU-L-S	Winter	Generation - 2022 Vintage	Semi-Peak	\$0.15599	\$0.16833	+ \$0.01
G-AL-TOU-L-S	Winter	Generation - 2022 Vintage	Off-Peak	\$0.15597	\$0.16831	+ \$0.01

G-AL-TOU-L-P	Summer	Demand - 2022 Vintage	On-Peak	\$1.64	\$1.76	
G-AL-TOU-L-P	Summer	Generation - 2022 Vintage	On-Peak	\$0.10185	\$0.11054	+ \$0.01
G-AL-TOU-L-P	Summer	Generation - 2022 Vintage	Semi-Peak	\$0.10152	\$0.11019	+ \$0.01
G-AL-TOU-L-P	Summer	Generation - 2022 Vintage	Off-Peak	\$0.09810	\$0.10654	+ \$0.01
G-AL-TOU-L-P	Winter	Generation - 2022 Vintage	On-Peak	\$0.36145	\$0.38766	+ \$0.01
G-AL-TOU-L-P	Winter	Generation - 2022 Vintage	Semi-Peak	\$0.15519	\$0.16748	+ \$0.01
G-AL-TOU-L-P	Winter	Generation - 2022 Vintage	Off-Peak	\$0.15517	\$0.16746	+ \$0.01

G-AL-TOU-L-T	Summer	Demand - 2022 Vintage	On-Peak	\$1.57	\$1.68	
G-AL-TOU-L-T	Summer	Generation - 2022 Vintage	On-Peak	\$0.09615	\$0.10445	+ \$0.01
G-AL-TOU-L-T	Summer	Generation - 2022 Vintage	Semi-Peak	\$0.09583	\$0.10412	+ \$0.01
G-AL-TOU-L-T	Summer	Generation - 2022 Vintage	Off-Peak	\$0.09255	\$0.10061	+ \$0.01
G-AL-TOU-L-T	Winter	Generation - 2022 Vintage	On-Peak	\$0.34481	\$0.36989	+ \$0.01
G-AL-TOU-L-T	Winter	Generation - 2022 Vintage	Semi-Peak	\$0.14761	\$0.15938	+ \$0.01
G-AL-TOU-L-T	Winter	Generation - 2022 Vintage	Off-Peak	\$0.14759	\$0.15936	+ \$0.01

G-DG-R-M-S	Summer	Generation - 2022 Vintage	On-Peak	\$0.14714	\$0.15888	+ \$0.01
G-DG-R-M-S	Summer	Generation - 2022 Vintage	Semi-Peak	\$0.14192	\$0.15331	+ \$0.01
G-DG-R-M-S	Summer	Generation - 2022 Vintage	Off-Peak	\$0.13666	\$0.14770	+ \$0.01
G-DG-R-M-S	Winter	Generation - 2022 Vintage	On-Peak	\$0.35211	\$0.37769	+ \$0.01
G-DG-R-M-S	Winter	Generation - 2022 Vintage	Semi-Peak	\$0.15073	\$0.16272	+ \$0.01
G-DG-R-M-S	Winter	Generation - 2022 Vintage	Off-Peak	\$0.15071	\$0.16270	+ \$0.01

G-DG-R-M-P	Summer	Generation - 2022 Vintage	On-Peak	\$0.14626	\$0.15794	+ \$0.01
G-DG-R-M-P	Summer	Generation - 2022 Vintage	Semi-Peak	\$0.14104	\$0.15237	+ \$0.01
G-DG-R-M-P	Summer	Generation - 2022 Vintage	Off-Peak	\$0.13580	\$0.14678	+ \$0.01
G-DG-R-M-P	Winter	Generation - 2022 Vintage	On-Peak	\$0.35028	\$0.37574	+ \$0.01
G-DG-R-M-P	Winter	Generation - 2022 Vintage	Semi-Peak	\$0.14995	\$0.16188	+ \$0.01
G-DG-R-M-P	Winter	Generation - 2022 Vintage	Off-Peak	\$0.14993	\$0.16186	+ \$0.01

G-DG-R-L-S	Summer	Generation - 2022 Vintage	On-Peak	\$0.13585	\$0.14684	+ \$0.01
G-DG-R-L-S	Summer	Generation - 2022 Vintage	Semi-Peak	\$0.13064	\$0.14127	+ \$0.01
G-DG-R-L-S	Summer	Generation - 2022 Vintage	Off-Peak	\$0.12539	\$0.13567	+ \$0.01
G-DG-R-L-S	Winter	Generation - 2022 Vintage	On-Peak	\$0.32598	\$0.34980	+ \$0.01
G-DG-R-L-S	Winter	Generation - 2022 Vintage	Semi-Peak	\$0.13849	\$0.14965	+ \$0.01
G-DG-R-L-S	Winter	Generation - 2022 Vintage	Off-Peak	\$0.13847	\$0.14963	+ \$0.01

G-DG-R-L-P	Summer	Generation - 2022 Vintage	On-Peak	\$0.13504	\$0.14596	+ \$0.01
G-DG-R-L-P	Summer	Generation - 2022 Vintage	Semi-Peak	\$0.12983	\$0.14040	+ \$0.01
G-DG-R-L-P	Summer	Generation - 2022 Vintage	Off-Peak	\$0.12459	\$0.13481	+ \$0.01
G-DG-R-L-P	Winter	Generation - 2022 Vintage	On-Peak	\$0.32428	\$0.34797	+ \$0.01
G-DG-R-L-P	Winter	Generation - 2022 Vintage	Semi-Peak	\$0.13776	\$0.14887	+ \$0.01
G-DG-R-L-P	Winter	Generation - 2022 Vintage	Off-Peak	\$0.13774	\$0.14885	+ \$0.01

G-DG-R-L-T	Summer	Generation - 2022 Vintage	On-Peak	\$0.12814	\$0.13861	+ \$0.01
G-DG-R-L-T	Summer	Generation - 2022 Vintage	Semi-Peak	\$0.12295	\$0.13306	+ \$0.01
G-DG-R-L-T	Summer	Generation - 2022 Vintage	Off-Peak	\$0.11786	\$0.12763	+ \$0.01
G-DG-R-L-T	Winter	Generation - 2022 Vintage	On-Peak	\$0.30922	\$0.33191	+ \$0.01
G-DG-R-L-T	Winter	Generation - 2022 Vintage	Semi-Peak	\$0.13090	\$0.14155	+ \$0.01
G-DG-R-L-T	Winter	Generation - 2022 Vintage	Off-Peak	\$0.13088	\$0.14153	+ \$0.01

G-A6-TOU-P	Summer	Demand - 2022 Vintage	Total	\$1.64	\$1.76	
G-A6-TOU-P	Summer	Generation - 2022 Vintage	On-Peak	\$0.10185	\$0.11054	+ \$0.01
G-A6-TOU-P	Summer	Generation - 2022 Vintage	Semi-Peak	\$0.10152	\$0.11019	+ \$0.01
G-A6-TOU-P	Summer	Generation - 2022 Vintage	Off-Peak	\$0.09810	\$0.10654	+ \$0.01
G-A6-TOU-P	Winter	Generation - 2022 Vintage	On-Peak	\$0.36145	\$0.38766	+ \$0.01
G-A6-TOU-P	Winter	Generation - 2022 Vintage	Semi-Peak	\$0.15519	\$0.16748	+ \$0.01
G-A6-TOU-P	Winter	Generation - 2022 Vintage	Off-Peak	\$0.15517	\$0.16746	+ \$0.01

G-A6-TOU-T	Summer	Demand - 2022 Vintage	Total	\$1.57	\$1.68	
G-A6-TOU-T	Summer	Generation - 2022 Vintage	On-Peak	\$0.09615	\$0.10445	+ \$0.01
G-A6-TOU-T	Summer	Generation - 2022 Vintage	Semi-Peak	\$0.09583	\$0.10412	+ \$0.01
G-A6-TOU-T	Summer	Generation - 2022 Vintage	Off-Peak	\$0.09255	\$0.10061	+ \$0.01

G-A6-TOU-T	Winter	Generation - 2022 Vintage	On-Peak	\$0.34481	\$0.36989	+ \$0.01
G-A6-TOU-T	Winter	Generation - 2022 Vintage	Semi-Peak	\$0.14761	\$0.15938	+ \$0.01
G-A6-TOU-T	Winter	Generation - 2022 Vintage	Off-Peak	\$0.14759	\$0.15936	+ \$0.01

G-PA-T-1-S	Summer	Demand - 2022 Vintage	On-Peak	\$0.63	\$0.67	
G-PA-T-1-S	Summer	Generation - 2022 Vintage	On-Peak	\$0.06028	\$0.06611	+ \$0.01
G-PA-T-1-S	Summer	Generation - 2022 Vintage	Semi-Peak	\$0.06004	\$0.06586	+ \$0.01
G-PA-T-1-S	Summer	Generation - 2022 Vintage	Off-Peak	\$0.05625	\$0.06181	+ \$0.01
G-PA-T-1-S	Winter	Generation - 2022 Vintage	On-Peak	\$0.21548	\$0.23178	+ \$0.01
G-PA-T-1-S	Winter	Generation - 2022 Vintage	Semi-Peak	\$0.08713	\$0.09477	+ \$0.01
G-PA-T-1-S	Winter	Generation - 2022 Vintage	Off-Peak	\$0.08711	\$0.09475	+ \$0.01

G-PA-T-1-P	Summer	Demand - 2022 Vintage	On-Peak	\$0.63	\$0.67	
G-PA-T-1-P	Summer	Generation - 2022 Vintage	On-Peak	\$0.05529	\$0.06078	+ \$0.01
G-PA-T-1-P	Summer	Generation - 2022 Vintage	Semi-Peak	\$0.05506	\$0.06053	+ \$0.01
G-PA-T-1-P	Summer	Generation - 2022 Vintage	Off-Peak	\$0.05129	\$0.05651	+ \$0.01
G-PA-T-1-P	Winter	Generation - 2022 Vintage	On-Peak	\$0.21432	\$0.23054	+ \$0.01
G-PA-T-1-P	Winter	Generation - 2022 Vintage	Semi-Peak	\$0.08663	\$0.09424	+ \$0.01
G-PA-T-1-P	Winter	Generation - 2022 Vintage	Off-Peak	\$0.08661	\$0.09422	+ \$0.01

G-PA-T-1-T	Summer	Demand - 2022 Vintage	On-Peak	\$0.60	\$0.65	
G-PA-T-1-T	Summer	Generation - 2022 Vintage	On-Peak	\$0.05601	\$0.06155	+ \$0.01
G-PA-T-1-T	Summer	Generation - 2022 Vintage	Semi-Peak	\$0.05579	\$0.06132	+ \$0.01
G-PA-T-1-T	Summer	Generation - 2022 Vintage	Off-Peak	\$0.05218	\$0.05746	+ \$0.01
G-PA-T-1-T	Winter	Generation - 2022 Vintage	On-Peak	\$0.21295	\$0.22908	+ \$0.01
G-PA-T-1-T	Winter	Generation - 2022 Vintage	Semi-Peak	\$0.08603	\$0.09360	+ \$0.01
G-PA-T-1-T	Winter	Generation - 2022 Vintage	Off-Peak	\$0.08602	\$0.09358	+ \$0.01

G-TOU-PA-S < 20kW	Summer	Generation - 2022 Vintage	On-Peak	\$0.31658	\$0.33971	+ \$0.01
G-TOU-PA-S < 20kW	Summer	Generation - 2022 Vintage	Semi-Peak	\$0.12743	\$0.13779	+ \$0.01
G-TOU-PA-S < 20kW	Summer	Generation - 2022 Vintage	Off-Peak	\$0.06222	\$0.06818	+ \$0.01
G-TOU-PA-S < 20kW	Winter	Generation - 2022 Vintage	On-Peak	\$0.12390	\$0.13402	+ \$0.01
G-TOU-PA-S < 20kW	Winter	Generation - 2022 Vintage	Semi-Peak	\$0.04420	\$0.04895	+ \$0.01
G-TOU-PA-S < 20kW	Winter	Generation - 2022 Vintage	Off-Peak	\$0.04418	\$0.04893	+ \$0.01

G-TOU-PA-P < 20kW	Summer	Generation - 2022 Vintage	On-Peak	\$0.31478	\$0.33778	+ \$0.01
G-TOU-PA-P < 20kW	Summer	Generation - 2022 Vintage	Semi-Peak	\$0.12662	\$0.13693	+ \$0.01
G-TOU-PA-P < 20kW	Summer	Generation - 2022 Vintage	Off-Peak	\$0.06176	\$0.06769	+ \$0.01
G-TOU-PA-P < 20kW	Winter	Generation - 2022 Vintage	On-Peak	\$0.12311	\$0.13318	+ \$0.01
G-TOU-PA-P < 20kW	Winter	Generation - 2022 Vintage	Semi-Peak	\$0.04383	\$0.04855	+ \$0.01
G-TOU-PA-P < 20kW	Winter	Generation - 2022 Vintage	Off-Peak	\$0.04382	\$0.04854	+ \$0.01

G-TOU-PA-S >= 20kW	Summer	Demand - 2022 Vintage	On-Peak	\$1.00	\$1.06	
G-TOU-PA-S >= 20kW	Summer	Generation - 2022 Vintage	On-Peak	\$0.06668	\$0.07294	+ \$0.01
G-TOU-PA-S >= 20kW	Summer	Generation - 2022 Vintage	Semi-Peak	\$0.06562	\$0.07181	+ \$0.01
G-TOU-PA-S >= 20kW	Summer	Generation - 2022 Vintage	Off-Peak	\$0.06011	\$0.06593	+ \$0.01
G-TOU-PA-S >= 20kW	Winter	Generation - 2022 Vintage	On-Peak	\$0.23521	\$0.25285	+ \$0.01
G-TOU-PA-S >= 20kW	Winter	Generation - 2022 Vintage	Semi-Peak	\$0.09637	\$0.10463	+ \$0.01
G-TOU-PA-S >= 20kW	Winter	Generation - 2022 Vintage	Off-Peak	\$0.09635	\$0.10461	+ \$0.01

G-TOU-PA-P >= 20kW	Summer	Demand - 2022 Vintage	On-Peak	\$0.99	\$1.05	
G-TOU-PA-P >= 20kW	Summer	Generation - 2022 Vintage	On-Peak	\$0.06622	\$0.07245	+ \$0.01
G-TOU-PA-P >= 20kW	Summer	Generation - 2022 Vintage	Semi-Peak	\$0.06516	\$0.07132	+ \$0.01
G-TOU-PA-P >= 20kW	Summer	Generation - 2022 Vintage	Off-Peak	\$0.05980	\$0.06559	+ \$0.01
G-TOU-PA-P >= 20kW	Winter	Generation - 2022 Vintage	On-Peak	\$0.23395	\$0.25150	+ \$0.01
G-TOU-PA-P >= 20kW	Winter	Generation - 2022 Vintage	Semi-Peak	\$0.09583	\$0.10406	+ \$0.01
G-TOU-PA-P >= 20kW	Winter	Generation - 2022 Vintage	Off-Peak	\$0.09581	\$0.10404	+ \$0.01

EV-HP-S	Summer	Demand - 2022 Vintage	On-Peak	\$8.25	\$8.81	
EV-HP-S	Summer	Generation - 2022 Vintage	On-Peak	\$0.09195	\$0.09997	+ \$0.01
EV-HP-S	Summer	Generation - 2022 Vintage	Off-Peak	\$0.04454	\$0.04936	+ \$0.01
EV-HP-S	Summer	Generation - 2022 Vintage	Super Off-Peak	\$0.03588	\$0.04012	+ \$0.01
EV-HP-S	Winter	Generation - 2022 Vintage	On-Peak	\$0.10489	\$0.11379	+ \$0.01
EV-HP-S	Winter	Generation - 2022 Vintage	Off-Peak	\$0.04699	\$0.05197	+ \$0.01
EV-HP-S	Winter	Generation - 2022 Vintage	Super Off-Peak	\$0.03019	\$0.03404	+ \$0.01

EV-HP-P	Summer	Demand - 2022 Vintage	On-Peak	\$8.22	\$8.77	
EV-HP-P	Summer	Generation - 2022 Vintage	On-Peak	\$0.09138	\$0.09936	+ \$0.01

EV-HP-P	Summer	Generation - 2022 Vintage	Off-Peak	\$0.04421	\$0.04901	+ \$0.01
EV-HP-P	Summer	Generation - 2022 Vintage	Super Off-Peak	\$0.03567	\$0.03989	+ \$0.01
EV-HP-P	Winter	Generation - 2022 Vintage	On-Peak	\$0.10429	\$0.11314	+ \$0.01
EV-HP-P	Winter	Generation - 2022 Vintage	Off-Peak	\$0.04668	\$0.05165	+ \$0.01
EV-HP-P	Winter	Generation - 2022 Vintage	Super Off-Peak	\$0.03000	\$0.03384	+ \$0.01

TOU-ELEC	Summer	Generation - 2022 Vintage	On-Peak	\$0.37569	\$0.40307	+ \$0.01
TOU-ELEC	Summer	Generation - 2022 Vintage	Off-Peak	\$0.08490	\$0.09266	+ \$0.01
TOU-ELEC	Summer	Generation - 2022 Vintage	Super Off-Peak	\$0.04665	\$0.05182	+ \$0.01
TOU-ELEC	Winter	Generation - 2022 Vintage	On-Peak	\$0.18584	\$0.20041	+ \$0.01
TOU-ELEC	Winter	Generation - 2022 Vintage	Off-Peak	\$0.07450	\$0.08156	+ \$0.01
TOU-ELEC	Winter	Generation - 2022 Vintage	Super Off-Peak	\$0.03971	\$0.04442	+ \$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 14

To: Board of Directors

From: Lucas Utouh, Senior Director of Data Analytics & Customer Operations
Tim Manglicmot, Director of Finance
Jeb Spengler, Senior Strategic Finance Manager/Interim Treasurer
Aaron Lu, Rates and Strategy Manager
Pete Polonsky, Senior Rates Analyst

Via: Karin Burns, Chief Executive Officer

Subject: Adoption of Resolution No. 2026-07, Approving the Rate Stabilization Reserve Policy

Date: March 26, 2026

Recommendation

Adoption of Resolution 2026-07, Approving the Rate Stabilization Reserve Policy.

Background

On October 1, 2019, the Founding Members of San Diego Community Power (Community Power) adopted the Joint Powers Agreement (JPA) which was amended and restated on December 16, 2021. In the Recitals, a key purpose for establishing Community Power included the use of discretionary revenues for three reasons: (1) to support long-term financial viability, (2) to enhance customer rate stability, and (3) to provide access to innovative energy programs. Enhancing customer rate stability is a primary goal of establishing the Rate Stabilization Reserve (RSR) Policy.

Existing Policies

Community Power's Board of Directors (Board) approved the Rate Development Policy on November 17, 2022. The fourth objective and priority considered in Community Power's rate design process is Rate Stability, identifying that rate changes should be minimized to reduce customer bill impacts with a preference for annual rate adjustments. This policy also notes that a Rate Stabilization Fund may be established and funded over time to mitigate rate volatility.

Further, the Board approved the fourth revision to the Financial Reserves Policy on December 11, 2025. This revision allowed the Board to authorize the use of Reserves between the Target Reserve Balance and the Maximum Reserve Balance, which are currently set at 225- and 270-days cash on hand, respectively, to be designated as Rate Stabilization Reserves. Thus, the RSR may include up to 45 days cash on hand. Funds in the RSR shall be included in the calculation of total Reserves.

Strategic Goals

Since adoption of the FY 2026–2028 Strategic Plan, Community Power’s financial scale, risk profile, and reserves framework have continued to evolve. The initial \$70 million Strategic Plan target was established as an initial directional objective to begin formalizing a rate stabilization mechanism. Subsequent financial analysis completed in connection with updates to the Financial Reserves Policy has refined this objective by aligning the Rate Stabilization Reserve with a days-cash-on-hand framework that reflects Community Power’s current operating scale, revenue base, and exposure to power market volatility.

Under the Board-approved Financial Reserves Policy, reserves in excess of the 225-day Target Reserve Balance—up to the 270-day Maximum Reserve Balance—may be designated for rate stabilization purposes. This framework allows for up to 45 days cash on hand, or approximately \$125 million, to be allocated to the Rate Stabilization Reserve. The higher potential RSR balance does not represent a change in strategic intent, but rather a refinement that incorporates updated financial forecast data, increased exposure to market price benchmarks, and best practices observed across the CCA sector.

Rate-Setting

On January 15, 2026, the Board approved Community Power’s 2026 rates, which included the largest discount ever for customers on the default PowerOn and more affordable PowerBase service options, at 4% and 10%, respectively. Staff noted that this approach would help maintain reserves and set Community Power on its path towards achieving total Reserves between 225- to 270-days cash on hand and establishing an RSR.

Analysis and Discussion

Ensuring rate stability has been a priority for Community Power since inception and is codified in the agency’s Board-approved Rate Development Policy. The analysis for rates, reserves, and related financial metrics in 2026 and beyond indicates that Community Power should establish and maintain an RSR for use towards rate stability. Affordability and rate stability are major issues for Community Power’s customers, and the funding of an RSR can help mitigate these issues in the long term by smoothing out rate changes. Several other Community Choice Aggregators (CCAs) have established and funded RSRs over the past decade, with many utilizing funds in their RSRs to mitigate their potential year-over-year rate increases in 2026.

Rate Stability

Affordability and rate stability continue to be major issues for California electricity customers. Two recent state reports highlight the extent of the issue. The California Public Utilities Commission (CPUC) published its 2025 Senate Bill 695 Report in September 2025, finding that SDG&E has the second-highest bundled residential average rate in the country as of 2023 and that utility rate increases have trended above inflation and are forecasted to continue to trend above inflation.¹ The Little Hoover Commission released a report in October 2025 titled, “The High Cost of Electricity in California,” which highlighted that over 20% of households served by investor-owned utilities (IOUs) have unpaid energy bills, owing an average of \$788 and leading to higher numbers of shutoffs.²

While the aforementioned electricity rate statistics include both delivery and generation rates, and Community Power only sets generation rates for its customers, Community Power’s customers are exposed to rising rate pressures on both the delivery and generation components of rates. Beyond legislative and regulatory advocacy, Community Power’s efforts to enhance affordability for customers include striving for competitive rates in relation to SDG&E and rate stability. Establishing an RSR would provide a key tool for rate stability, allowing Community Power to defer recognition of revenue in one fiscal year and recognize that revenue in another fiscal year.

Rate Stabilization Reserve

Many CCAs have an RSR to mitigate rate volatility. At its core, an RSR is an accounting mechanism governed by Governmental Accounting Standards Board (GASB) 62 that allows CCAs to defer recognition of revenues in strong financial years for use in weaker financial years. The trigger mechanism for determining a “strong” or “weak” financial year will consider projected impacts to net position, days cash and liquidity on hand, financial and bank covenants, and debt coverage. Staff will consider additional analysis as necessary, such as rate projections and year-over-year rate increases. The revenue that is deferred in the strong financial year does not contribute towards the Net Position of the agency for that year and instead would contribute towards the Net Position of the agency in the later year in which it is recognized. The following table provides a simple accounting example depicting how this would work in practice:

¹ See https://www.cpuc.ca.gov/-/media/cpuc-website/divisions/office-of-governmental-affairs-division/reports/2025/2025-sb-695-report_093025.pdf at 2 and 25.

² See <https://lhc.ca.gov/wp-content/uploads/LHC-Report-290-The-High-Cost-of-Electricity-in-California-Final-Draft-Prior-to-Publication-10.31.25.pdf> at 3.

Table 1: Rate Stabilization Reserve Accounting Example

	Without Rate Stabilization Reserve				With Rate Stabilization Reserve			
	Year 1	Year 2	Year 3	Year 4	Year 1	Year 2	Year 3	Year 4
Rate Discount	4%	0%	0%	4%	4%	4%	4%	4%
Revenue	\$70	\$56	\$61	\$60	\$70	\$50	\$55	\$60
RSR (Deferral) or Recognition	-	-	-	-	(12)	6	6	-
Total Revenue	70	56	61	60	58	56	61	60
Costs	50	55	60	55	50	55	60	55
Net Position	20	1	1	5	8	1	1	5
Reserves	20	21	22	27	20	15	10	15
RSR	-	-	-		12	6	-	-

In this example, the RSR is used to balance annual net revenue during a period in which costs fluctuate significantly, so that electricity rates could be set at a consistent 4% discount while maintaining a positive net position each year. If the RSR were not used, net position would otherwise be negative in Years 2 and 3, so rates would have to be set higher to achieve a positive net position, such as at parity with SDG&E (i.e., a 0% discount) in this example. Utilizing the RSR in this example allows the CCA to defer \$12 in revenue from Year 1 to Years 2 and 3 so that the net position is positive in all three years without reducing the rate discount. The RSR could also be used to mitigate rate impacts from fluctuations in electricity sales or revenue, such as from market price volatility or other extraneous factors.

Regarding the timing and authorization to transfer revenues into the RSR and recognize revenues from the RSR, there are two key decisions each year. The first decision point must occur before the end of the Fiscal Year (i.e., by June) to determine whether to transfer any revenue from that Fiscal Year to the RSR. The amount transferred would continue to be classified within the total Reserves of Community Power, but the amount transferred would appear as a negative amount on Community Power’s financials for the Fiscal Year. Thus, this decision must consider the fiscal impact of reducing the Net Margin for the year by the amount transferred. The RSR Policy authorizes the CEO to make this decision, which staff will report to the Board at the next regularly scheduled Board meeting.

The second decision point typically will occur during the rate-setting process, which is typically in the first month of the Calendar Year (i.e., January) when Community Power staff recommend a rate change to the Board. This decision determines whether to recognize any revenue from the RSR for a specific use case, such as mitigating a rate increase that would otherwise be necessary to meet expected costs to serve customers. The RSR Policy requires

that the CEO recommend this recognition to the Board for approval, which would typically occur during the same Board meeting at which staff recommend a rate change. Staff may recommend recognition of revenue from the RSR for an alternate use case at other times of the year, subject to Board approval.

Community Power, if necessary, may also authorize the transfer of revenues into the RSR and recognize revenues from the RSR outside of the two decision points at any time in the fiscal year subject to Board approval.

At least three CCAs have decided to utilize their RSRs to mitigate rate increases in 2026, while at least five CCAs have sufficient funds in their RSRs to utilize in 2026, should they be required for rate stability. These CCAs are in other IOU service territories (i.e., PG&E and SCE), which have lower competitive headroom for rates in 2026. Even with the RSR available, some CCAs are setting 2026 rates at a premium in comparison to their IOU to meet revenue requirements. As identified in Community Power's risk analysis, Community Power may experience a similar situation in the future, so it is fiscally prudent for the agency to establish, fund, and maintain an RSR in 2026.

Use Cases

Staff recommend the primary use case for the RSR as mitigating volatility from market price benchmarks (MPBs), which have been identified as the largest and most likely risk to rate stability. MPB fluctuation can increase the cost to serve energy, while reducing retail revenues for Community Power if rate discounts are not modified. Establishing the RSR would provide another option to mitigate the impact of MPB volatility and potential necessity of reducing rate discounts, though the RSR would not guarantee that Community Power could offer a discount in perpetuity. Staff analysis determined that the scale of this risk is approximately \$420 million, comparing scenarios with historical low and high MPBs for 2026 rates. The Maximum Reserve Balance from the Financial Reserves Policy of 270-days cash on hand takes this amount into account.

While mitigating MPB volatility is the primary use case of an RSR for Community Power, there are other risks that could significantly impact expenses and/or revenues in a single year and require use of the RSR to stabilize rates, which have not been identified in the general Financial Reserves Policy. These include the following potential use cases::

- meeting debt or other financial covenants in a year of expected weak financial results,
- providing relief during extreme exogenous events (e.g., recessions, natural disasters or pandemics etc.),
- mitigating electricity bill impacts of events related to or induced by climate change (e.g., heat waves, wildfires, hurricanes, or floods),

- enhancing affordability for low- and medium-income and/or communities of concern households,
- covering unexpected cost impacts to existing customers related to serving new large loads (e.g., data centers) and/or from unexpected load departure,
- mitigating PCIA anomalies for current vintages and/or new vintages from new service territories, and
- other unexpected significant impacts to revenues or expenses.

Use of the RSR for many of these examples is less likely than use for MPB volatility and includes overlap with specified use cases for the total Reserves, identified in the Financial Reserves Policy. However, staff recommend including flexibility in the RSR Policy to allow for its use in addressing volatility in energy costs and/or retail revenue regardless of cause. This provides a more effective tool for Community Power to meet its goal of enhancing rate stability for customers.

Target RSR Balance

Consistent with the Financial Reserves Policy, an amount up to and including 45 days cash on hand is allotted as eligible for recognition from the total Reserves Balance, for the Target RSR Balance, which corresponds to approximately \$125 million per analysis from the most recent revision to the Financial Reserves Policy. This amount would cover approximately 30% of the full risk of the MPB volatility discussed above and corresponds to roughly 10% of Operating Revenues or 12% of Operating Expenses, per Community Power's FY 26 adopted budget. These coverages track with general trends of RSR coverage at other CCAs.

Replenishment Mechanism

The RSR Policy also dictates that staff must incorporate a plan for replenishing the RSR if a decision to recognize revenue from the RSR is approved. This plan may be presented at the same Board meeting at which staff recommend recognition of revenue from the RSR for rate stability or another use case, or staff may present the plan at a future Board meeting as an update to the Board, given the fast-paced and urgent nature of the rate-setting process. The plan should describe what measures Community Power may take within 2-4 years to replenish the RSR, if it is deemed feasible.

Fiscal Impact

The RSR Policy meets core strategic fiscal goals of Community Power and allows the organization to transfer Reserves above the Target Reserve Balance of 225 days-cash on hand to a subset of RSR. This transfer does not negatively impact Community Power, provided that it does not reduce Community Power's Net Position below certain thresholds in a given Fiscal

Year. The ability to recognize revenues from the RSR in later fiscal years provides Community Power a powerful tool to ensure that the agency can meet fiscal goals, financial covenants, and other strategic goals without being required to rely solely on rate changes.

While the establishment of an RSR supports the goal of enhancing rate stability by offering an option to mitigate rate increase in future years, the existence of the RSR does not guarantee that Community Power can provide a rate discount in future years. Rather, Community Power staff shall continue to do its due diligence during fiscal analysis and the rate-setting process to ensure that rates are set according to the nine priorities and objectives outlined in the Rate Development Policy: sufficient cost recovery, prudent reserve build, rate competitiveness and customer value, rate stability, equity among customers, simple rate structures, transparent processes, avoidance of cost-shifting, and cost of service analysis.

The RSR is a tool that supports rate smoothing so that customers do not experience significant rate changes or volatility every year, but Community Power does not intend to rely solely on use of reserves (either in total Reserves or the subset designated as RSR) in lieu of necessary rate adjustments to cover costs. Every year, Community Power strives to offer value to its customers, including through a rate discount in comparison to SDG&E, and the RSR will be another tool in Community Power's toolkit to achieve this goal.

Strategic Plan

This supports the strategic plan goals of (1) developing an RSR to mitigate power cost fluctuations and economic downturns and (2) evolving rate strategy to ensure competitiveness, affordability, and fiscal sustainability.

Committee Review

This item was presented at the Finance and Risk Management Committee meeting of March 19. Committee members unanimously recommended Board adoption of Resolution 2026-07, approving a Rate Stabilization Reserve Policy.

Attachments

A: Resolution No. 2026-07, Approving the Rate Stabilization Reserve Policy
Exhibit A: Rate Stabilization Reserve Policy

RESOLUTION NO. 2026-07

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
SAN DIEGO COMMUNITY POWER, ADOPTING A RATE STABILIZATION
RESERVE POLICY.**

WHEREAS, San Diego Community Power (Community Power) is a joint powers authority formed pursuant to the Joint Exercise of Powers Act, Cal. Gov. Code § 6500 *et seq.*, California Public Utilities Code § 366.2, and a Joint Powers Agreement effective on October 1, 2019, and amended on December 16, 2021, (“JPA Agreement”); and

WHEREAS, on June 24, 2021, the Board of Directors (the “Board”) approved a Financial Reserves Policy to provide a policy framework for accumulating and maintaining reserves as part of Community Power’s annual budget and rate setting processes, and was subsequently amended on February 22, 2022, and on June 27, 2024, to provide for and then to increase the financial reserve goal, and most recently amended on October 23, 2025, to make certain definitional changes, and further revised on December 11, 2025, to establish specific threshold levels for reserve accumulation and introduces a risk-based analysis framework to ensure that reserve targets are aligned with the financial risks and to introduce the concept of certain Reserves to be designated as Rate Stabilization Reserves; and

WHEREAS, Community Power operates in wholesale energy markets subject to volatility, including but not limited to power and capacity price fluctuations, weather-driven load variability, regulatory and tariff changes, counterparty and credit requirements, and other events that may impact Community Power’s costs and revenues; and

WHEREAS, establishing a designated Rate Stabilization Reserve is intended to provide a transparent, Board-adopted framework to (i) mitigate the rate and budget impacts of short-term market and operational variability, (ii) support maintenance of adequate liquidity and financial covenants, and (iii) preserve Community Power’s ability to deliver stable and predictable generation rate outcomes for customers over time; and

WHEREAS, the Board desires to formalize a policy that defines the purpose, target level funding approach, permitted uses, approval requirements, and reporting expectations for a Rate Stabilization Reserve consistent with prudent public power and community choice aggregation financial practices.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of San Diego Community Power as follows:

Section 1. The Board of Directors hereby approves and adopts a Rate Stabilization Reserve Policy, as provided in Exhibit A, attached hereto and incorporated herein.

Section 2. If any provision of this resolution, the attached policy, or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or

applications of the resolution or policy which can be given effect without the invalid provision or application, and to this end the provisions of this resolution and the policy are severable. The Board of Directors hereby declares that it would have adopted this resolution and the attached policy irrespective of the invalidity of any particular portion thereof.

Section 3. This resolution shall take effect immediately upon its adoption.

PASSED, APPROVED AND ADOPTED at a regular meeting of the Board of Directors of San Diego Community Power held on March 26, 2026, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Terra Lawson-Remer, Chair
Board of Directors
San Diego Community Power

ATTEST:

APPROVED AS TO FORM:

Maricela Hernandez, MMC, CPMC
Secretary/Clerk of Board of Directors
San Diego Community Power

Veera Tyagi, General Counsel
San Diego Community Power

POLICY	RATE STABILIZATION RESERVE POLICY	ORIGINAL ADOPTION DATE	MARCH 26, 2026
APPROVAL DATE	MARCH 26, 2026	RESOLUTION NO.	2026-07

PURPOSE AND SCOPE

San Diego Community Power (Community Power) may maintain a Rate Stabilization Reserve (RSR) as recognized in the Board-adopted Financial Reserves Policy. Any RSR will be maintained and utilized as described in this policy for the intention of providing customer rate stability.

DEFINITIONS

- **Reserves:** Unrestricted cash, cash equivalents, and investments unencumbered by legal agreements and not earmarked for specific purposes. Any Reserves that are designated by the Board of Directors as Rate Stabilization Reserves are included in the total Reserves calculation and reserve thresholds.
- **Rate Stabilization Reserves:** A type of reserve intended to provide budget stabilization for the organization while mitigating financial impacts and cost of energy to customers due to cyclical cost of energy fluctuations. It is intended to reduce rate shocks while maintaining compliance with financial covenants.
- **Rate Stability Metrics:** The change in generation rates experienced by customers due to rate changes approved by the Board of Directors, which may be measured as year-over-year rate change or value proposition change. Regular components of rates that fluctuate independently of changes approved by the Board, such as seasonal or time-differentiated rates or changes to delivery rates may be excluded from rate stability metrics.
- **Fiscal Year (FY):** The consecutive twelve-month period of July through June, identified by the calendar year of the latter half (i.e., July 2025 through June 2026 is FY 26), for use in financial planning, or as otherwise established by the Community Power Board pursuant to Section 7.1 of the Joint Powers Agreement.
- **Calendar Year (CY):** The consecutive twelve-month period of January through December, aligned with the calendar, for use in rate-setting.

- **Revenue Transfer:** A financial decision within a strong FY, defined by expected net position, to allocate a portion of revenues to the RSR. In this scenario, the allocation to the RSR is classified as a negative contribution to net position, so that these funds are not recognized as revenue within that FY.
- **Revenue Recognition:** A financial decision within a weak FY, defined by net position or rate stability metrics, to allocate a portion or all of funds in the RSR to revenues. In this scenario, the allocation from the RSR is classified as a positive contribution to net position, so that these funds are recognized as revenue within that FY.

POLICY

A. Objectives

The RSR allows Community Power to defer revenues in strong fiscal years and to withdraw revenues in weak fiscal years, relative to net position, in order to provide rate stability to customers and avoid substantial rate increases. The primary use case of the RSR is to mitigate rate volatility caused by Market Price Benchmark (MPB) and Power Charge Indifference Adjustment (PCIA) rate fluctuations, or for any other purpose, to reduce year-over-year rate changes and/or maintain Community Power's rate competitiveness between rate setting cycles.

Community Power staff will closely monitor reserves and metrics associated with rate stability and affordability to determine appropriate Revenue Transfers and Revenue Recognitions via the RSR during the fiscal year and the rate-setting process.

B. Target RSR Balance

The Target RSR Balance may be an amount up to or equivalent to 45 Days Cash on Hand, representing the Reserves between the Target Reserve Balance and Maximum Reserve Balance of Community Power's Financial Reserves, as defined in the Financial Reserves Policy. Community Power may reevaluate this Target RSR Balance annually to determine that the RSR is sufficient to cover identified risks and to mitigate rate volatility for customers. Should the balance increase above the amount equivalent to 45 Days Cash on Hand, the Community Power Board may authorize adjustment to the balance consistent with the Financial Reserves Policy.

C. Accounting

The RSR is accounted for under Government Accounting Standards Board Statements 62 which codify deferred outflows and inflows of resources. The balance of the RSR, including annual Revenue Transfers and Recognitions, will be recorded on the statement of net position in

Community Power's Statement of Revenues.

Trigger Mechanism: Revenue Transfers should be considered during fiscal years with positive net position, in which reserves are above the Target Reserve Balance as defined by the Financial Reserves Policy. Revenue Recognitions should be considered during fiscal years with an expected negative net position, or during the rate-setting process to mitigate substantial rate increases for customers. The impacts on financial or bank covenants and other appropriate financial metrics should also be a factor in the decision-making process. Community Power staff shall strive to not negatively impact the agency's financial standing via decisions related to the RSR.

Replenishment Mechanism: When Revenue Recognition decisions from the RSR are approved, Community Power staff must also present a plan to replenish the RSR within 2-4 years by the next regularly scheduled Board meeting, if feasible. Revenue Transfers and Recognitions may be made within the same fiscal year, provided that all other criteria are met.

D. Reporting and Authorization

The Chief Executive Officer (CEO) will have the discretion to authorize Revenue Transfer and Recognition decisions related to the RSR during the fiscal year. Any Recognition of the RSR during a fiscal year must be recommended by the CEO to the Board for approval of such use, subject to appropriation approved by the Board.

Revenue Transfer and Recognition decisions will be reported to the Board of Directors by Community Power staff at the next regularly scheduled meeting. The year-end financial report presentation to the Board will also include an update on the status of the RSR.

E. Policy Review

Community Power will complete a periodic review of this Rate Stabilization Reserve Policy and recommend updates to the Board, as appropriate.

F. Miscellaneous

Nothing in this policy shall supersede any provisions established or updated via Community Power's Financial Reserves Policy and Rate Development Policy.

PRIOR VERSIONS

DATE	ACTION	RESOLUTION NO.	POLICY NO.
N/A	N/A	N/A	N/A

RELATED POLICIES

Financial Reserves Policy – Resolution No. 2025-20
 Rate Development Policy – Resolution No. 2022-12

SAN DIEGO COMMUNITY POWER

Staff Report - Item 15

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 Agreement with Calpine Community Energy, LLC for Data Management and Customer Center Services for an Estimated \$12,701,612 per Fiscal Year, Plus a Maximum CPI Annual Increase of 4.0% for an Initial 3-year Term with Renewals

Date: March 26, 2026

Recommendation

Approve agreement with Calpine Community Energy, LLC for Data Management and Customer Center Services for an initial 3-year term beginning in May 2026, with an option for one two-year renewal and yearly renewals thereafter and authorize the Chief Executive Officer to execute the contract.

This agreement will allow Community Power to continue receiving critical services including daily ingestion of customer meter data from SDG&E and the reconciliation of data discrepancies for timely and accurate billing, maintenance of over 2,500 applicable rate components, administration of customer service offerings including PowerBase, PowerOn and Power100 as well as Net Energy Metering(NEM)/Solar Billing Plans, customer payment postings and reconciliation, provision of accurate and timely Settlement Quality Meter Data (SQMD) to Community Power's Scheduling Coordinator; compliant with the California Independent System Operator (CAISO), provision of Interactive Voice Response (IVR) system as well as Customer Service Representatives integrated with billing and customer information systems, provision of a customer relationship management system (CRM) and provision of a SQL based data warehouse that feeds into Community Power's Enterprise Data Platform (EDP).

Background

San Diego Community Power (Community Power) is currently serving over 968,000 customer accounts, therefore requiring significant data management, highly accurate billing processes and robust contact center services to provide a world-class experience to customers. Through a competitive bidding process back in 2020 when Community Power launched operations, Calpine Community Energy, LLC (Calpine), formerly Calpine Energy Solutions, has been providing the following services to Community Power: billing, customer payment postings from SDG&E and associated reconciliation, rate change implementation, customer meter data management, customer center operations, enrollment of new customers (in both new and existing Community Power communities), maintenance of Community Power's customer online rate comparison tools, submission of estimated and actual load to CAISO, customer data warehousing, and a Customer Relationship Management system.

Community Power's existing agreement with Calpine was for a four-year initial term from April 30, 2020, with one-year renewals unless either Party provided a six months' prior written notice of its intent not to extend the term of the Agreement.

Analysis and Discussion

Consistent with Community Power's Board approved Non-Energy Procurement Policy, the agency issued a Request for Proposals (RFP) for Customer Center and Data Management (CCDM) professional services on November 5, 2024, for the purpose of getting better per account served pricing terms instead of the existing per meter served pricing, with proposals due on December 12, 2024. The referenced RFP was sent to multiple vendors, and stakeholders and bidders were invited to bid on the full scope of the services sought. A total of two proposals were received by the deadline. Bids were reviewed and scored by an internal panel consisting of members from Customer Operations, Finance, Public Affairs and Program Teams according to evaluation criteria set forth in the RFP. Two bidders: Sacramento Municipal Utility District (SMUD) and Calpine were shortlisted and participated in interviews on December 18 and December 19, 2024, respectively.

The proposers were requested to showcase their competencies, strengths, and successes to demonstrate their capabilities as articulated in the scope of work. Community Power staff evaluated and scored each proposal. Following the interviews, Calpine was identified as the proposer able to bring the greatest value to Community Power given its vast experience with SDG&E's back-end systems. Accurate and timely billing is essential to Community Power's success, and a single billing error can have a significant impact on Community Power's relationship with its customers. For this reason, staff placed high value on proven accuracy rates and experience with requirements of CCA billing when evaluating prospective providers. Calpine serves 20 CCAs across the state and has served CCA clients for over a decade while maintaining a monthly billing accuracy rate for Community Power of 99.9% since 2021 with

99.9% of Community Power's nearly one million monthly invoices being sent in four days or less after customer usage is received from SDG&E. While SMUD also has experience serving CCAs, their service has been confined only to Pacific Gas & Electric (PG&E) territory, and they serve fewer CCA clients and have done so for less time in comparison.

As Community Power's designated billing and metering agent, SDG&E is a major stakeholder in Community Power's interactions with its customers. Calpine's decade-plus of experience interfacing with SDG&E on behalf of its CCA clients makes Calpine an effective consultant to Community Power staff on a host of billing and data capabilities initiatives. In partnership with Calpine, Community Power has been very successful to date in implementing solutions that advance the interest of Community Power customers, including the implementation of the Solar Billing Plan, PowerBase and Power100 Green+ service options and offering monthly and annual NEM billing options to name a few.

Calpine was notified of the award for Customer Center and Data Management Services in January 2025. Also in January 2025, the parent company of Calpine (Calpine Corp.) announced that it was being acquired by Constellation, a large East Coast-based energy conglomerate. That acquisition coincided with the period of robust negotiations between Community Power and Calpine. Constellation's acquisition of Calpine was finalized in January 2026 and the contract negotiations between Calpine and Community Power concluded several weeks later, in March 2026.

With this new agreement before the Board for review and approval, Community Power will pay Calpine a \$25,000 flat fee plus \$0.845 per data management account fee and a \$0.13 per customer center account fee for each active customer account that is enrolled and served by Community Power each month. Whereas in the existing agreement whose term concludes on April 30, 2026, Community Power pays Calpine the \$25,000 flat fee plus \$0.85 per meter fee. Under Net Energy Metering (NEM) and Solar Billing Plan active accounts, Calpine counts the associated meters as two distinct meters instead of one applicable account, so the change in monthly billing in this new agreement before the Board from a per meter to a per account fee construct will save Community Power approximately \$152,000 - \$218,000 per month, notwithstanding the annual CPI escalator in this new agreement that is capped at 4.0%.

Due to costs, experience, and a proven track record in performance, Community Power staff are recommending that the Board authorize the execution of this new agreement with Calpine Community Energy LLC for data management and customer center services and authorize the Chief Executive Officer to execute the contract.

Fiscal Impact

The annual fiscal impact is estimated to be \$12,701,612 per fiscal year based on existing accounts and services and may change as the number of accounts and services requested are

either increased or decreased. Beginning January 2027, this amount may also increase each year based on the Consumer Price Index (CPI), with a maximum annual increase of 4.0%.

Strategic Plan

This agreement with Calpine will enable Community Power to continue realizing the following strategic goals:

1. Develop customer strategies to increase retention and engagement.
2. Resolve billing issues with SDG&E that cause customer confusion and complaints.
3. Identify options to develop best in class customer service, including a potential energy advisor center.
4. Identify ways to help address, resolve, and reduce outstanding arrearages.

Attachments

- A: Agreement No. 2026-13 with Calpine Community Energy, LLC
 - Exhibit A: Calpine Community Energy, LLC Scope of Services
 - Exhibit B: Calpine Community Energy, LLC Service Fees

ITEM 15
ATTACHMENT A

**SAN DIEGO COMMUNITY POWER
PROFESSIONAL SERVICES AGREEMENT
NO. 2026-13
WITH CALPINE COMMUNITY ENERGY, LLC**

This Professional Services Agreement (“**Agreement**”) dated _____ for reference purposes only is made and entered into by and between SAN DIEGO COMMUNITY POWER, a California joint powers agency (“**Community Power**” or “**SDCP**”) and Calpine Community Energy, LLC, a California Limited Liability Company (“**Consultant**”). Community Power and Consultant are sometimes individually referred to as “**Party**” and collectively as “**Parties**.”

RECITALS

A. The Parties previously entered into an agreement dated April 30, 2020 for Customer Center and Data Management (“**CCDM**”) services (“**Previous Agreement**”).

B. The Parties desire for Consultant to continue providing CCDM services on the terms and conditions set forth in this Agreement (“**Project**”).

AGREEMENT

1. Scope of Services and Term.

1.1 General Scope of Services. Consultant promises and agrees to provide the services necessary for the Project (“**Services**”). The Services are more particularly described in Exhibit A attached hereto. All Services shall be subject to, and performed in accordance with, this Agreement, and the exhibits attached hereto.

1.2 Term. The term of this Agreement shall be from May, 1, 2026 (“**Effective Date**”) to April, 30, 2029; unless earlier terminated as provided herein (“**Initial Term**”). At the end of the Initial Term, the Agreement shall renew for one two-year term (“**Initial Renewal Term**”) and then renew annually thereafter (“**Subsequent Renewal Term**”), unless either Party provides written notice to the other Party at least six (6) calendar months in advance of the renewal date that the notifying Party, in its sole discretion, will not renew the term.

2. Responsibilities of Consultant.

2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. Community Power retains Consultant on an independent contractor basis and not as an employee. Consultant 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 Consultant shall also not be employees of Community Power 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 Services 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 Services. Consultant shall perform the Services in accordance with Exhibit A attached hereto. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, Community Power shall respond to Consultant's submittals in a timely manner.

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

2.4 Substitution of Key Personnel. Consultant has represented to Community Power that certain key personnel will perform and coordinate the Services under this Agreement. If such key personnel become unavailable to perform and coordinate the Services under this Agreement, Consultant shall notify Community Power and arrange for the substitute key personnel to meet with Community Power representative(s) as soon as reasonably practicable.

President, Calpine Community Energy, LLC

2.5 Community Power's Representative. Community Power hereby designates the Chief Executive Officer, or his or her designee, to act as the authorized representative for the purposes described below ("Community Power's **Representative**"). Community Power's Representative shall have full authority to execute this Agreement and any amendments or attachments hereto.

2.6 Consultant's Representative. Consultant hereby designates President, Calpine Community Energy LLC, or his or her designee, to act as the authorized representative for the purposes described below ("**Consultant's Representative**"). Consultant's Representative shall have full authority to execute this Agreement and any amendments or attachments hereto.

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

2.8 Standard of Care; Performance of Employees. Consultant 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. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and sub-contractors shall have sufficient skill and experience to perform the Services assigned to them. 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.

SDCP shall inform the Consultant Representative if any employee of the Consultant or its subcontractors is determined by SDCP, acting in a commercially reasonable manner, to be uncooperative, incompetent, a threat to the adequate or timely completion of the Services, a threat to the safety of persons or property, or fails or refuses to perform the Services in a commercially

reasonable manner. The Consultant Representative shall work to promptly address the situation, which may involve (i) meeting with Community Power's Representative and/or the employee of the Consultant or its subcontractor in question, or (ii) if Consultant decides, and in compliance with its or its subcontractor's policies or procedures, removal of said individual.

2.9 Laws and Regulations. Consultant shall comply with all applicable federal, state and local laws and regulations ("Laws"), including, but not limited to, and as applicable, the Americans with Disabilities Act, the Stored Communications Act, 18 U.S.C. Section 2701, et seq., California Civil Code Sections 1798.81, and the California Consumer Privacy Act, Civil Code Section 1798.100 et seq. Consultant shall have ninety (90) days, following written notice, to cure a failure to comply with applicable local Laws before such failure is a Default. If a local Law requires the Consultant to incur additional costs, expense, or provide additional benefits to employees that exceed what is required under state and/or federal Law then Consultant shall have the right to pass through such costs or expenses to Community Power with no markup.

2.10 Insurance.

2.10.1 Time for Compliance. Consultant shall not commence the Services under this Agreement until it has provided evidence satisfactory to Community Power that it has secured all insurance required under this section, in a form and with insurance companies acceptable to Community Power. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant receives satisfactory evidence that the subcontractor has secured all insurance required under this section at limits that are reasonable for the subcontractor's work scope. Consultant shall provide such evidence of subcontractor insurance to Community Power upon request.

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 insurance meeting the minimum scope and minimum limits, as described below, 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 substantially similar form in all material terms); and (2) 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*: \$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; and (2) *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 whose scope includes professional services to procure and maintain, for the duration of the Agreement and for a period of one (1) year 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 include contractual liability applicable to this Agreement that results from the negligence of Consultant and shall be written on a claims made policy form of coverage that protects against acts, errors or omissions of the Consultant. “Covered Professional Services” as designated in the policy must specifically include work performed under this Agreement.

2.10.4 Insurance Endorsements. The insurance policies shall contain 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) Explosion, Collapse and Underground (UCX) exclusion deleted; (6) Contractual Liability with respect to this Agreement; (7) Broad Form Property Damage; and (8) Independent Contractor Coverage.

(ii) The policy shall contain no endorsements or provisions limiting coverage for cross liability exclusion for claims or suits by one insured against another.

(iii) The policy shall give Community Power, its directors, officials, officers, employees, and agents additional insured status using current ISO endorsement forms 20 10 and 20 37, or endorsements providing substantially similar coverage in all material terms.

(iv) The additional insured coverage under the policy shall be “primary and non-contributory” and will not seek contribution from Community Power’s insurance or self-insurance and shall be at least as broad as CG 00 01 04 13, or endorsements providing substantially similar coverage in all material terms.

(B) 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 Community Power, 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.

(C) Cybersecurity Insurance. Consultant shall maintain cyber liability insurance in the amount of \$2,000,000 that covers liabilities for cyber and data breach activities.

(D) Additional Insurance Terms.

(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 above the coverage required under 2.8.4 (A) and (B) 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 Community Power (if agreed to in a written contract or agreement) before Community Power'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 use best efforts to provide Community Power 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) to Community Power prior to the effective date of cancellation or expiration.

(iii) The retroactive date (if any) of any claims-made policy is to be no later than the effective date of this Agreement. Consultant shall maintain such claims-made coverage continuously for a period of at least one year after the completion of the work under this Agreement or Consultant shall purchase a one (1) year extended reporting period beyond the expiration of any claims-made policy, including A) if the policy is cancelled or not renewed; or B) 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, Community Power has the right but not the duty to obtain the insurance it deems necessary and any premium paid by Community Power will be promptly reimbursed by Consultant or Community Power will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, Community Power may cancel this Agreement.

(vi) Neither Community Power 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 Separation of Insureds; No Special Limitations. All insurance required by this Section with respect to additional insureds shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the additional insureds.

2.10.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions under Consultant's insurance shall be the responsibility of Consultant.

2.10.7 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.

2.10.8 Verification of Coverage. Consultant shall furnish Community Power with original certificates of insurance evidencing coverage required by this Agreement on ACORD forms reasonable satisfactory to Community Power. The certificates for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates must be received and approved by Community Power before work commences.

2.10.9 Subcontractor Insurance Requirements. Policies of commercial general liability insurance provided by subcontractors shall be endorsed to include Community Power as an additional insured using ISO form CG 20 38 04 13 or substantially similar coverage in all material terms.

2.10.10 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 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.

3. **Fees and Payments.**

3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit B, attached hereto. 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. Consultant shall submit to Community Power a monthly itemized statement which indicates work completed by Consultant. The statement shall describe the amount of Services and supplies provided during the previous month. Community Power shall, within 30 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by Community Power.

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. No more than once per year, Consultant shall allow a representative of Community Power 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. Any audit or inspection shall, at consultant's option, take place off of Consultant's premises.

5. General Provisions.

5.1 Termination of Agreement; Meet and Confer.

5.1.1 Termination for Convenience. Community Power may, by providing six (6) months' written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause. However, Community Power may not exercise this right in the first year of this Agreement. During the notice period, Consultant shall continue to provide, and Community Power shall continue to pay for, Services, in accordance with this Agreement. In addition, Community Power will pay Consultant all of the following: (i) any and all reasonable costs incurred by Consultant in transitioning the Services to Community Power or another service provider at Community Power's discretion, and (ii) an amount of six million dollars (\$6,000,000.00) if terminated in the second year of the Agreement, an amount of four million dollars (\$4,000,000.00) if terminated in the third year of the Agreement, an amount of two million dollars (\$2,000,000.00) if terminated in the fourth year of the Agreement, each due at least thirty (30) days prior to the termination date; provided, however, that such payment in section (ii) of this section shall not be due if Community Power (y) terminates for convenience in or after the fifth year of this Agreement, or (z) provides notice of non-renewal to Consultant pursuant to Section 1.2 of this Agreement and the Agreement terminates accordingly at the end of the Initial Term (collectively, "Termination payment"). For purposes of this section, "year" shall mean 12 calendar months from the Effective Date.

5.1.2 Termination for Cause. A "Default" means with respect to a Party (the defaulting Party), the occurrence of any of the following; (i) the failure to make, when due, any payment required pursuant to this Agreement or any other agreement between the Parties for Ad Hoc Services as defined in Exhibit A, if such failure is not remedied within ten (10) business days after written notice; (ii) the failure to perform any material covenant or obligation set forth in this Agreement if such failure is not remedied within thirty (30) business days after written notice, PROVIDED HOWEVER, that for such events that may require more than thirty (30) business days to cure, the defaulting Party shall have such additional time as may be reasonably be required to effect such cure (which shall be at defaulting Party's own cost and expense), provided that the defaulting Party diligently and continuously pursues such cure; (iii) failure to provide the undisputed remedy or damages described in Exhibit A (which any such dispute shall be made in good faith, and allowing for any applicable cure periods; (iv) such Party files a petition or otherwise commences, authorizes or acquiesces to the commencement of a proceeding or cause of action with respect to it under any bankruptcy proceeding or similar Laws for the protection of creditors, or has such a petition filed against it; (v) such Party makes an assignment or any general arrangement for the benefit of creditors; (vi) such Party otherwise becomes bankrupt or insolvent (however evidenced); or (vii) such Party becomes unable to pay its debts as they fall due; or (viii) any Default under other agreement between the Parties for Ad Hoc Services as defined in Exhibit A. If a Default with respect to a Party shall have occurred and be continuing beyond all notice, grace, and cure periods, the non-defaulting Party shall have the right to i) terminate the Agreement and/or ii) seek damages in accordance with this Agreement. The non-defaulting Party shall calculate a termination payment owed by one Party to the other by netting out all amounts due the defaulting Party against all amounts due the non-defaulting Party ("Termination Payment"). The Party owing the Termination Payment will pay such amount to the other Party within 30 days following the receipt of the invoice or such longer period as the parties may agree to.

5.1.3 Effect of Termination. Upon expiration or termination of this Agreement, Consultant shall provide all finished or unfinished Documents and Data paid for by Community Power. Consultant shall be required to provide such Documents and Data within thirty (30) days of the request. Upon such expiration or termination, and upon request of Community Power, Consultant shall reasonably cooperate with Community Power to ensure a prompt and efficient transfer of all data, documents and other materials to Community Power or a new service provider, in an industry standard format or formats, and in a manner such as to attempt to minimize the impact on Community Power's customers. Consultant shall develop on a time and materials basis, with reasonable assistance from Community Power 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. Consultant shall provide Community Power customer data and documentation, and other Consultant non-proprietary information reasonably requested by Community Power in connection with the transition that is reasonably sufficient to enable a new service provider to fully assume the provision of the transitioning services. Consultant 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 Community Power is the defaulting Party or gives notice of non-renewal, Community Power agrees to pay Consultant reasonable compensation for additional services performed in connection with such transfer on a time and materials basis, to the extent not otherwise provided for or contemplated in the Agreement. If Consultant is the defaulting Party or gives notice of non-renewal, Consultant shall bear the cost and expense of such additional services of its employees and/or its subcontractor; provided, however, Community Power shall cover its own costs and expense as to its own employees. Consultant shall (i) return all documents and other materials received from Community Power and all copies (if any) of such documents and tangible materials, and (ii) destroy all other documents or materials in Consultant's possession that contain Community Power customer data; provided, however, that Consultant may retain copies of information necessary for Consultant's tax, billing or other financial purposes, to be used solely for such purposes, as well as Residual Backups (as defined in Section 5.3.2 below.)

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

5.1.5 Disputes. The Parties shall meet and confer together in good faith regarding any dispute, controversy, or claim (each, a "Dispute") arising out of relating to this Agreement, or any breach or alleged breach hereof, prior to either Party declaring a breach of the 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 third party mutually agreed upon by the Parties 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. TO THE EXTENT ALLOWED BY APPLICABLE LAW, THE PARTIES AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS WITH RESPECT TO ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT.

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

Consultant: Calpine Community Energy
ATTN: CCE Legal Department
401 W. A Street, Suite 600
San Diego, CA 92101
EMAIL: CCElegal@Calpine.com

Community Power: San Diego Community Power
Attn: Chief Executive Officer
PO Box 12716
San Diego, CA 92112

With a copy to:

San Diego Community Power
Attn: Legal Department
PO Box 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, or on the day the electronic mail is actually received.

5.3 Ownership of Materials and Confidentiality.

5.3.1 Consultant's Intellectual Property.

Consultant owns all rights in and to any of the following work product (including electronic equivalents) without restriction or limitation upon their use: Consultant's proprietary information contained in reports, Consultant data (excluding Community Power Data), software, models and templates (collectively "Work Product"). Consultant shall be deemed to be the author of the Work Product for purposes of copyright, trademark and patent. Consultant's intellectual property, including but not limited to, Consultant's internal systems, know-how, programs and work product shall remain the exclusive property of Consultant. Consultant hereby grants Community Power a perpetual, non-exclusive, royalty-free (exclusive of payments made under this Agreement) license to copy, use, modify, reuse or sublicense Consultant's intellectual property embodied in reports prepared or caused to be prepared by Consultant for Community Power under this Agreement ("Documents & Data").

Consultant shall require all subcontractors to agree in writing that Community Power is granted a non-exclusive, perpetual, royalty-free 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 Community Power. Community Power 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 Community Power's sole risk.

5.3.2 Community Power's Intellectual Property. Community Power owns all right, title and interest (including copyright, patent, trade secret and other proprietary rights) in and to all Community Power Data. "Community Power Data" refers to all data and information provided collected or produced on Community Power's behalf in connection with the Services provided under this Agreement, including, but not limited to, confidential personally identifiable information or utility customer data protected under state privacy laws, billing data, usage data, settlement quality meter data (SQMD), enrollment information, contact history, and any other confidential or proprietary information that relates to current, prospective or former Community Power customers. Consultant and its subcontractors are provided a limited non-exclusive license to use the Community Power Data solely for performing the various obligations and Services under the Agreement and not for their own purposes or later use, except that Consultant and its subcontractors shall have the right to use data collected and used to perform the Services in an aggregated and anonymized form and incorporate such data within databases and processes; provided, however, that the information will not be shared with Consultant's affiliates. Upon the expiration of this Agreement, or in the event of termination, Community Power Data, in whatever form and in any state of completion, shall remain the property of Community Power and shall be promptly returned to Community Power. Notwithstanding the foregoing, Community Power recognizes that some residual copies of all or part of Community Power Data may be retained by Consultant coincident to system backups ("Residual Backups"), and their existence shall not be deemed to violate this Agreement, provided that: (i) Consultant does not utilize such copies for its own economic benefit in the marketplace; and (ii) Consultant maintains the confidentiality thereof in accordance with this Agreement and with applicable laws.

5.3.3 Confidentiality.

The Parties acknowledge that certain information and materials exchanged during the term of this Agreement, including this Agreement, may contain proprietary and confidential information of the disclosing party. "Confidential Information" is customer information/data, as well as any information disclosed in written form and clearly marked "Confidential" and is information which would reasonably be considered proprietary, trade secret and confidential. Such Confidential Information includes, without limitation, trade secrets, analyses, compilations, forecasts, studies, techniques, plans, designs, cost data, pricing data, financial data, Community Power data, total load data, Consultant proprietary information, and employee information, disclosed by a Party to the other Party before, on, or after the Effective Date which relates in any manner, directly or indirectly, to the Disclosing Party and/or its business. Confidential Information initially disclosed verbally shall be reduced to writing and marked as "Confidential" within 3 business days of the verbal disclosure. Confidential Information shall specifically exclude any information which the receiving Party can show: (i) was known to or was independently developed by the receiving Party without access to or use of the Confidential Information of the disclosing Party; (ii) was disclosed to the receiving Party in good faith by a third party who had the right to make such disclosure; (iii) was made public by the disclosing Party, or was established to be part of the public domain other than as a consequence of a breach of the Agreement by the receiving Party; or (iv) is independently developed by the receiving Party without use of the disclosing Party's Confidential Information as shown by documents and other competent evidence in the receiving Party's possession.

Confidential Information must be kept confidential and handled in accordance with this Agreement and applicable state and federal law. Such materials shall not, without the prior written consent of the disclosing Party, be used by receiving Party for any purposes other than for the performance of the Agreement. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project, unless required by law or legal process.

Consultant recognizes and understands that Community Power is governed by the California Public Records Act, and that Community Power may be required to release information provided by Consultant, including, without limitation, Consultant's Confidential Information, as required by law. Further, either Party may be required by subpoena or other legal or regulatory law/process to disclose Confidential Information. Compliance with a subpoena, request under the California Public Records Act, or other legal or regulatory process shall not constitute a breach of this Agreement. If either Party is required to disclose any Confidential Information, the disclosing Party shall notify the other Party in writing as promptly as feasible so that the other Party may, if it so chooses and at its own expense, challenge the disclosure or seek a protective order. The Party challenging the disclosure or seeking a protective order shall be responsible for any costs or attorneys' fees awarded to a prevailing litigant seeking the records in the event that a court awards such costs or fees against the Party maintaining the records.

Consultant acknowledges that it will have access to information about Community Power's customers that could give it or a third party an unfair competitive advantage in the event that Consultant or any third party were to compete with Community Power in the provision of electrical or other services to Community Power's customers. CONSULTANT AGREES THAT IT WILL NOT ACCESS AND/OR USE ANY INFORMATION IT RECEIVES REGARDING COMMUNITY POWER CUSTOMERS FOR ANY PURPOSE OTHER THAN PROVIDING SERVICES UNDER THIS AGREEMENT. Consultant agrees not to use any of Community Power Data for its own marketing purposes. Consultant shall not access and/or use such customer information to compete with Community Power in any manner. Upon termination of this Agreement, Consultant shall: (i) return all documents and other materials received from the Community Power and all copies (if any) of such documents and tangible materials; (ii) destroy all other documents or materials in Consultant's possession that contain Community Power customer data; and (iii) deliver to Community Power a certificate, signed by an authorized representative of Consultant, stating that Consultant has returned or destroyed all such documents and materials. However, Consultant may retain copies of information necessary for tax, billing or other financial purposes, to be used solely for such purposes. Notwithstanding anything in the foregoing to the contrary, however, Consultant is not prohibited from conducting its business with potential customers in Community Power's territory, either due to a business opportunity already known to Consultant as of the date of this Agreement, or made known to Consultant, other than by/through Community Power, in the ordinary course of Consultant's business.

Consultant shall not use Community Power's name or insignia, 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 Community Power.

The Parties agree that money damages would be an inadequate remedy for breach of the Confidentiality provisions of this Agreement and that either Party shall be entitled to seek equitable relief in connection therewith and shall be entitled to recover any damages for such breach as may

be provided by law.

The Parties Confidentiality obligations shall survive the expiration or termination of this Agreement.

5.3.4 Infringement Indemnification. Subject to the limitations herein, Consultant shall defend, indemnify and hold Community Power, 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 Community Power of the Documents & Data, including any method, process, product, or concept specified or depicted. This provision shall survive the expiration or termination of this Agreement.

5.4 Data Security. Consultant will maintain customer data in accordance with Community Power's customer privacy policy (current as of the effective date of this Agreement and as attached to Exhibit A to this Agreement) in all material respects, as well as the applicable requirements of relevant California Public Utilities Commission Decisions including D.12-08-045. In addition, Consultant represents that it has, and that it will maintain, a security breach policy. Consultant shall also complete a System and Organizations Controls (SOC) 1 Type II audit, or an audit by a successor, on a regular basis and make it available to Community Power for review.

5.5 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.

5.6 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.

5.7 Indemnification. Subject to the limitations herein, Consultant (including its officials, officers, employees, agents, sub-consultants and contractors, collectively the "Indemnifying Party") shall, to the extent of its own negligence or willful misconduct only, defend, indemnify and hold Community Power, its officials, officers, consultants, employees, and volunteers ("Indemnified Party") free and harmless from any and all third-party claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, in any manner 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. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Community Power, its directors, officials, officers, consultants, employees, agents or volunteers. Consultant's indemnification obligations herein are conditioned upon the Indemnified Party: (i) promptly notifying the Consultant of any claim in writing; and (ii) cooperating with Consultant in the defense of the claim. Consultant may not settle or compromise any such claim without the written consent of Community Power if any settlement or compromise requires Community Power to part with any right or make any payment not indemnified, or subject Community Power to any injunction. If counsel is employed by Community Power due to a conflict of interest with counsel

chosen by Consultant, or because Consultant does not assume control, Consultant will bear such expense. This section shall survive the expiration or termination of this Agreement.

5.8 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.

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

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

5.11 Community Power's Right to Employ Other Consultants. Community Power reserves the right to employ other consultants in connection with this Project.

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

5.13 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 Community Power except: (i) to a successor acquiring all or substantially all of the shares, equity and/or the assets of the Consultant, whether by merger or acquisition, or (ii) by Consultant to any affiliate; provided, however, that in the event of such a non-consent transfer, commercially reasonable efforts shall be made to give notice to the other Party within ten (10) business days of the transfer to the successor in interest. Any request for consent to assign shall be made in writing, and the consent, if any, shall be in writing. Any transfer in violation of this provision shall be null and void.

5.14 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 Community Power include its elected officials, officers, employees, and agents, 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.

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

5.16 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.

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

5.18 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.

5.19 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, Community Power shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of Community Power, during the term of his or her service with Community Power, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

5.20 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.

5.21 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.

5.22 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.

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

5.24 Subcontracting. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of Community Power. As used in this Agreement, "Subcontractor" means a third-party entity the Contractor contracts with to provide a specific Service(s) identified herein. "Subcontractor" does not include such third-party entities that Community Power has contracted with for services under or related to this Agreement or an entity that provides software services that Contractor uses for performance

of the Agreement.

6. Limitation of Liability.

6.1 FOR BREACH OR DEFAULT ARISING FROM SECTION 5 – CUSTOMER CONTACT CENTER SERVICES, SECTION 6-BILLING ADMINISTRATION SERVICES, SECTION 8 – REPORTING, SECTION 9 – TICKETING SUPPORT SYSTEM, SECTION 10 – SETTLEMENT QUALITY METER DATA SERVICES, SECTION 12 – DATA WAREHOUSE SERVICES, SECTION 13 – BILL COMPARISON TOOL, SECTION 14 – CUSTOMER ANALYTICS AND PROGRAM MANAGEMENT SERVICES, SECTION 15 – CONSUMER BEHAVIOR SCIENCE CONSULTING SERVICES, SECTION 17 – DATA RETENTION, AND SECTION 18 - API OF EXHIBIT A, THE REMEDY OR MEASURE OF DAMAGES DESCRIBED THEREIN SHALL BE THE SOLE AND EXCLUSIVE REMEDY AS TO THOSE PROVISIONS AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. FOR THE AVOIDANCE OF DOUBT, IF CONSULTANT DOES NOT PROVIDE FOR THE EXPRESS REMEDY OR MEASURE OF DAMAGES, AS DESCRIBED, WHEN IN BREACH OF A SERVICE LISTED IN EXHIBIT A, COMMUNITY POWER SHALL HAVE THE RIGHT TO SEEK ITS LEGAL REMEDIES TO ENFORCE SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES. FOR ALL OTHER BREACHES OR DEFAULT, LIABILITY SHALL BE LIMITED TO DIRECT, ACTUAL DAMAGES INCURRED AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED.

6.2 NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, INCIDENTAL OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING LOST PROFITS OR BUSINESS INTERRUPTION DAMAGES, WHETHER BASED ON STATUTE, CONTRACT, OR TORT UNDER ANY INDEMNITY OR OTHERWISE, WITHOUT REGARD TO CAUSE OR THE NEGLIGENCE OF ANY PARTY, WHETHER SOLE, JOINT, ACTIVE OR PASSIVE, AND EACH PARTY HEREBY RELEASES THE OTHER PARTY FROM ANY SUCH LIABILITY, EVEN IF DURING THE TERM HEREOF IT ADVISES THE OTHER OF THE POSSIBILITY OF SUCH DAMAGES.

6.3 TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THIS AGREEMENT ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED HEREUNDER CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS. SUCH LIQUIDATED DAMAGES ARE INTENDED TO REPRESENT ESTIMATED DIRECT, ACTUAL DAMAGES AND ARE NOT INTENDED AS A PENALTY.

THE TOTAL LIABILITY OF EITHER PARTY FOR BREACH OR DEFAULT OF THIS AGREEMENT SHALL NOT EXCEED TWELVE MILLION DOLLARS (\$12,000,000.00). THIS LIMITATION OF LIABILITY PROVISION SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. HOWEVER, NOTHING IN THIS LIMITATION OF LIABILITY PROVISION IS INTENDED TO LIMIT EITHER PARTY'S RIGHT TO TERMINATE PURSUANT TO THIS AGREEMENT.

7. Force Majeure Event.

A Party shall be excused from performance under this Agreement and shall not be considered in default with respect to any obligation hereunder (other than obligations to pay money), if, and to the extent, its failure of, or delay in, performance is due to a Force Majeure Event; provided, however, that (a) such claiming Party gives written notice and full particulars of such Force Majeure Event to the other Party promptly after the occurrence of the event relied on, (b) such notice shall estimate the expected duration and probable impact on the performance of such Party's obligations hereunder, (c) such affected Party shall continue to furnish timely regular reports with respect thereto during the continuation of the delay in the affected Party's performance, (d) the suspension of such obligations sought by such Party is of no greater scope and of no longer duration than is required by the Force Majeure Event, (e) no obligation or liability of either Party which became due or arose before the occurrence of the event causing the suspension of performance shall be excused as a result of the occurrence; (f) the affected Party shall exercise all commercially reasonable efforts to mitigate or limit the interference, impairment and losses to the other Party by promptly taking appropriate and sufficient corrective action; (g) when the affected Party is able to resume performance of the affected obligations under this Agreement, the affected Party shall give the other Party written notice to that effect, and (h) the affected Party promptly shall resume performance under this Agreement. The term "Force Majeure Event" means the occurrence of any event beyond the reasonable control of the Party affected that results in the failure or delay by such Party of some performance under this Agreement, in full or part, including but not limited to the following: drought, flood, earthquake, storm, fire, volcanic eruption, lightning, epidemic/pandemic, war, pests, riot, civil disturbance, sabotage, terrorism or threat of terrorism, accident or curtailment of supply or equipment, total casualty to equipment, or restraint, order or decree by a governmental authority. Notwithstanding the foregoing, Force Majeure Events shall expressly not include strike or labor difficulty, lack of financial resources, material cost increases in commodities or labor, or other economic conditions.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE TO
SAN DIEGO COMMUNITY POWER PROFESSIONAL
SERVICES AGREEMENT
NO. 2026-13**

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

SAN DIEGO COMMUNITY POWER

CALPINE COMMUNITY ENERGY, LLC

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

By: _____
Name: Sean Fallmer
Title: President

ATTEST:

Secretary, SDCP Board of Directors

APPROVED AS TO FORM:

SDCP General Counsel

ITEM 15

EXHIBIT A

Exhibit A

Scope of Services

In consideration of the payments set forth in Exhibit B, Consultant shall provide the following services:

- 1. Electronic Data Exchange Services.** Consultant will use Commercially Reasonable Efforts to perform the Electronic Data Exchange Services in the manner set forth below:
 - a. Process Community Power ("Community Power") Service Requests (CCASRs) from/to SDG&E which specify the changes to a customer's choice of services such as enrollment in Community Power programs, customer initiated returns to bundled utility service or customer- initiated migration to direct access service (814 Electronic Data Interchange Files).
 - b. Obtain all customer usage data from SDG&E's Metered Data Management Agent (MDMA) server to allow for timely billing (according to SDG&E requirements) of each customer (867 Electronic Data Interchange Files).
 - c. Maintain and communicate the amount to be billed by SDG&E for services provided by Community Power (810 Electronic Data Interchange Files).
 - d. Receive and maintain all data related to payment transactions toward Community Power charges from SDG&E after payment is received by SDG&E from customers (820 Electronic Data Interchange Files) and payment postings received from Community Power or its collections vendor for returned past due balances.
 - e. Reconciliation of Community Power's receivables' aging in comparison to how SDG&E is aging the receivables to mitigate errors and unexpected imbalances.
 - f. Reconcile cases of failed 814s to ensure timely enrollment in SDCP service.
 - g. Service Levels for Electronic Data Exchange Services:
 - i. An error or errors in the Electronic Data Exchange Services that do not result in, or cause, error(s) in other services under this Exhibit A is not in itself a Default; provided that this statement does not prevent Community Power from noticing the Consultant of Default in its obligations under another section of this Exhibit A.
 - ii. To the extent there is an error in Electronic Data Exchange Services, Consultant will use Commercially Reasonable Efforts to correct such error in a timely manner, not to exceed 15 business days, once the error is known to the Consultant, to the extent such correction is necessary.

2. Qualified Reporting Entity (QRE) Services. Consultant will use Commercially Reasonable Efforts to perform the QRE Services in the manner set forth below:

- a. Consistent with terms and conditions included in a Qualified Reporting Entity Services Agreement(s) between Community Power and Consultant, serve as QRE for certain locally situated, small-scale renewable generators or other distributed energy resources supplying electric energy to Community Power through a feed-in tariff (FIT) or other mechanism.
- b. Performance of the Qualified Reporting Energy Services is dependent upon timely receipt of data from SDG&E and/or the Generation Provider.
- c. Consultant will, to the extent such information is available, submit a monthly generation extract file to Western Renewable Energy Generation Information System (WREGIS) on Community Power's behalf, which will conform to the characteristics and data requirements set forth in the WREGIS Interface Control Document for Qualified Reporting Entities.
- d. Generation Provider shall receive applicable electric meter data from SDG&E for Community Power distributed energy resource projects, consistent with SDG&E's applicable meter servicing agreement, and shall provide such data to Community Power for purposes of performance tracking and invoice creation.
- e. Service Levels for Qualified Reporting Entity Services:
 - i. To the extent there is an error in Qualified Reporting Entity Services made by Consultant, Consultant will use Commercially Reasonable Efforts to correct such error in a timely manner, not to exceed 15 business days, once the error is known to the Consultant, to the extent such correction is necessary.
 - ii. Consultant is not responsible or liable for any delays or errors in the performance of the Services to the extent that they are due to the actions or inactions of SDG&E or the Generation Provider.
 - iii. An error (or errors) in the QRE Services that do not result in, or cause, error(s) in other services under this Exhibit A is not in itself a default; provided that this statement does not prevent Community Power from noticing the Consultant of Default in its obligations under another section of this Exhibit A.

3. Customer Information System Services:

- a. Consultant will use Commercially Reasonable Efforts to maintain an accurate database of all eligible accounts that are located in the Community Power service area and identify each account's enrollment status (opt out, program enrollment), rate tariff election(s), payment history, collection status, on-site generating capacity, if applicable, and any correspondence with customer as well as other information that may become necessary to effectively administer Community Power operations as mutually agreed to by parties from time to time.

- b. Allow Community Power and contact center staff to have functional access to CRM to add customer interactions and other account notes.
- c. Consultant will allow Community Power to view customer email activities within CRM.
- d. Consultant will maintain viewing access, available to appropriate Community Power staff, via the CRM to view SDG&E invoice statements (“Blue Bills”) for Community Power customers, as made available by SDG&E, for a period of up to 18 months.
- e. Notwithstanding 3.d. above, Consultant will retain all applicable Community Power’s customer records including SDG&E invoice statements for five years from creation or receipt and make them available to Community Power Staff.
- f. Consultant will use Commercially Reasonable Efforts to maintain and communicate as needed record of customers who have been offered service with Community Power but have elected to opt out, either before or after starting service with Community Power.
- g. Consultant will support, at a minimum, four energy products for Community Power across multiple PCIA vintages. Additional new energy product options shall be subject to fees as described in Exhibit B, Section 4, ‘Additional Deliverable Pricing Fees’, as well as Consultant and Community Power agreement on additional scope of work and implementation timeline as determined by a requirements’ gathering process.
- h. Consultant will maintain and communicate applicable records of Net Energy Metering (NEM) and Solar Billing Plan (SBP) credits and generation data for customers to be posted on bills and settled as per Community Power’s NEM and SBP policies. To the extent there are any changes to the NEM and/or SBP policy (as of the date of execution), such work will be considered Additional Services and subject to further agreement.
- i. Consultant will make Commercially Reasonable Efforts to, and when requested by Community Power, place program charges and/or credits on the relevant customer account, identified by mutually agreed upon unique identifier and/or timing.
- j. Consultant will identify and provide tracking options for customers participating in various Community Power programs and service options in database. Options requiring additional development may be subject to fees as described in Exhibit B, Section 4, ‘Additional Deliverable Pricing Fees’, as well as Consultant and Community Power agreement on additional scope of work and implementation timeline as determined by a timely requirements’ gathering process.
- k. Consultant will make Commercially Reasonable Efforts to include various program payment information in all relevant reports.
- l. Consultant will create and maintain integrated forms (“web-forms or “iFrames”) for the Community Power website in English, Arabic, Simplified Chinese, Traditional Chinese, Spanish, Tagalog, and Vietnamese, so that customers may

change their account status to enroll or opt out of various Community Power programs.

- i. Allow for customization of web-form content upon request by Community Power. Such customization requests may be subject to additional fees as described in Exhibit B, Section 4, 'Additional Deliverable Pricing Fees', as well as Consultant and Community Power agreement on additional scope of work and implementation timeline as determined by a requirements gathering process.
- m. If there is a sustained system outage or unavailable or unresponsive form, either of which continues for more than 24 consecutive hours ("Sustained Outage"), then Consultant will notice Community Power of such and use Commercially Reasonable Efforts to make such systems or forms available and responsive as soon as practicable. Consultant will keep Community Power apprised of its progress in resolving the issue via verbal or electronic notice.
- n. Service Levels for Customer Information System Services: Consultant will use Commercially Reasonable Efforts to perform such Services in an accurate and timely manner and to provide for the system access and forms identified above. An error (or errors) in the Customer Information System Services that do not result in, or cause, error(s) in other services under this Exhibit A is not in itself a Default; provided that this statement does not prevent Community Power from noticing the Consultant of Default in its obligations under another section of this Exhibit A.

4. Interactive Voice Response (IVR) System. Consultant will use Commercially Reasonable Efforts to perform the IVR System Services below:

- a. Provide a platform for IVR self-service and track how many customers start and complete self-service options.
- b. Include IVR self-service program options such as opt-outs, opt-ups, opt-downs in Community Power service as requested.
- c. Provide language translation options, including Spanish, for all opt actions.
- d. In the event outside services are required to translate prompts or scripts into languages specified by Community Power, any charges incurred by Consultant as a result of these will be passed by Consultant onto Community Power per Exhibit B, Section 4.
- e. Evaluate customer satisfaction with IVR service through voluntary customer surveys that ask general questions about call resolution and customer satisfaction with the service received.
- f. Provide and track statistics from IVR calls received in all languages. Reports of daily statistics are provided at a mutually agreed regular cadence.
- g. Update IVR scripts.
 - i. Allow for modifications and/or additions to Community Power's IVR

recordings and self-service system configuration once annually following initial IVR setup and configuration. Any costs from voice actor or translation services will be passed through from Consultant to Community Power without markup. Modifications and/ or additions to the IVR recordings and self-service system configuration more than once per calendar year may be subject to additional fees beyond Community Power's per account per month service fee, in accordance with the hourly labor costs specified in Exhibit B, Section 4, "Additional Deliverable Pricing Fees."

- h. Provide and maintain an agreed to backup plan in the event of a system outage.
- i. Services Levels for IVR Services: To the extent there is an error in IVR Services, Consultant will use Commercially Reasonable Efforts to correct such error in a timely manner, not to exceed 15 business days once the error is known to the Consultant, to the extent such correction is necessary. An error or errors in the IVR Services that does not result in error(s) in other services under this Exhibit A is not in itself a Default; provided that this statement does not prevent Community Power from noticing the Consultant of Default in its obligations under another section of this Exhibit A.

5. Customer Contact Center Services.

- a. Staff a call center with dedicated agents serving only Community Power between 8 AM and 5 PM Pacific Time (PT), Monday through Friday, excluding Community Power and Consultant holidays ("Regular Business Hours").
- b. Provide sufficient call center staffing to meet the requirements set forth herein, including designating Community Power-specific agents as needed to provide full functionality.
- c. Provide Subject Matter Experts available to manage escalated calls during Regular Business Hours.
- d. Provide callers with the estimated hold time, if applicable, and provide an automated 'call back' option for callers who will be put on hold for an estimated five minutes or longer.
- e. Make Spanish-speaking call center staff available to customers during Regular Business Hours and provide interpretation services when needed by Community Power customers.
- f. Record all inbound calls and make recordings available to Community Power staff upon request.
- g. Track call center contact quality with criteria including:
 - i. Use of appropriate greetings and other call center scripts
 - ii. Courtesy and professionalism
 - iii. Capturing key customer data
 - iv. Providing customers with correct and relevant information

- v. First-contact resolution
 - vi. Accuracy in data entry and call coding
 - vii. Grammar and spelling in text communication (email and chat, if applicable)
- h. Evaluate customer satisfaction through voluntary customer surveys that ask general questions about call quality, call resolution, and how satisfied the customer was with the service received
 - i. Respond to customer emails
 - j. Receive calls from Community Power customers referred to Consultant by SDG&E and receive calls from Community Power customers choosing to contact Consultant directly without referral from SDG&E.
 - k. Provide the call center number on SDG&E invoice allowing Community Power customers to contact the call center. Collect and/or confirm current email, mailing address, and phone number of customers and add to or update database during inbound call.
 - l. Community Power will make Commercially Reasonable efforts to provide 60 days' prior written notification to Consultant of any outreach, marketing, emails, projects, or similar efforts that will reach more than 5,000 customers. To the extent Community Power fails to provide such notice in accordance with the above, any delays or failure to meet any Customer Care Center obligations arising or resulting from the notice failure will not be a breach or default, and Section 5.m. below shall not apply for a period of three months from the first day the effort is implemented.
 - m. Service Levels, Liquidated Damages, Remedy: Customer Contact Center Services:
 - i. Consultant will ensure a minimum of 80% of all calls will be answered within 45 seconds during Non-Enrollment Periods
 - ii. Consultant will ensure a minimum of 75% of all calls will be answered within 60 seconds during Enrollment Periods
 - iii. Consultant will ensure 99% of voicemail messages are answered within one (1) Business Day and provide a report to Community Power that substantiates this requirement has been met.
 - iv. Consultant will ensure 99% of emails receive an immediate automated acknowledgment and provide a report to Community Power that substantiates this requirement has been met.
 - v. Consultant will ensure 95% of emails receive a customized response within one (1) Business Day and provide a report to Community Power that substantiates this requirement has been met.
 - vi. Consultant will ensure 100% of emails receive a customized response within three (3) Business Days and provide a report to Community

Power that substantiates this requirement has been met.

- vii. Consultant will maintain no greater than 5% abandon rate during Non-Enrollment Periods, and no greater than a 10% abandon rate during Enrollment Periods.
- viii. For any month in which Consultant has failed to meet the performance standards above for Customer Contact Center Services, the Community Power shall have the right to reduce payment of any invoice by \$25,000 as liquidated damages, as provided for below.
- ix. Prior to exercising this right, Community Power shall provide written notice to Consultant that identifies the performance standard(s) that Community Power believes have not been met and states Community Power's intent to invoke this subsection if the failure to achieve such performance standards are not remedied within thirty calendar days.
- x. The Parties shall then confer to establish a plan to remedy such failure, which plan may provide a different deadline for remedying of the failure at the mutual agreement of the Parties.
- xi. In the event that Consultant is unable to achieve such remedy by the deadline established by the Parties or in the absence of such mutually agreed to deadline, 30 calendar days after Community Power notification, Community Power may exercise its rights under this subsection to reduce payment of each subsequent invoice by \$25,000 until the failure is remedied.
- xii. The foregoing liquidated damages payment shall be limited to \$25,000 per month regardless of how many performance standards are not met for a total of three (3) months in any one calendar year (January 1 – December 31) of the term, after which Consultant shall be in Default if a remedy is not provided. Any actual, direct damages that may arise due to such Default will be reduced by any liquidated damages already reflected and accounted for in invoices, as described above. Actual, direct damages arising from the Default include actual, direct damages from the months for which liquidated damages were required to be paid by Consultant.

6. Billing Administration Services:

- a. Maintain a table of rate schedules offered by Community Power to its customers.
- b. Send certain Community Power program charges and/or credits as a separate line item to SDG&E for placement on monthly bill during term of repayment, using Consultant's existing functionality.
- c. Apply SDG&E account usage for all Community Power customers against applicable rate to allow for customer billing.
- d. Review application of Community Power rates to SDG&E accounts to ensure that the proper rates are applied to the accounts.

- e. Timely submit billing information for each customer to SDG&E to meet SDG&E's billing window, or until SDG&E has provided corrected usage.
- f. Support different rate versions based on Power Charge Indifference Adjustment (PCIA) vintage year.
- g. Support billing accounts based on Town or Territory.
- h. Develop and implement custom rate amendments for various rates as needed, subject to a mutually agreed to scope and fees identified in Exhibit B, as well as Consultant and Community Power agreement on additional scope of work and implementation timeline as determined by a requirements gathering process.
- i. Billing support of Market Informed Demand Automation Server (MIDAS) program.
- j. Consultant will provide support when discussing billing issues with the Investor-Owned Utilities (IOUs).
- k. Assist with monthly and annual settlement process for Net Energy Metering (NEM) and Solar Billing Plan (SBP) customers by identifying eligible customers, and providing accrued charges and credits
- l. Provide platform capability and support to bill both NEM and Solar Billing Plan (SBP) agreed upon tariff structures.
- m. Maintenance of data flows to third parties that provide secondary data services, subject to Consultant third party security review and access/license agreement between Consultant and third party (see Section 12.h. and Section 18 below).
- n. Subject to 6.m above, provide customer mailing list to Community Power designated printing vendor for new move-in customer notices and opt out confirmation letters routinely within 7 days of enrollment or opt out.
- o. Send a mailing list to Community Power designated printing vendor of customers that are overdue on payment. If no payment is received from the customer after a certain amount of time, issue a CCASR to return customer to SDG&E if directed by Community Power.
- p. Service Levels and Remedy: Billing Administration. In the performance of the Billing Administration Services listed above:
 - i. Consultant will notify Community Power of any billing error that affects customers that is caused by Consultant or its systems within 72 hours after validating that the error occurred.
 - ii. Consultant will maintain at least a 99% billing accuracy rate during any calendar month of the Term ("Monthly Billing Service Level"). To the extent that Consultant does not achieve the Billing Service Level in any given calendar month of the Term, Consultant will be liable for any resulting direct, actual damages up to \$1,000,000.
 - iii. Consultant agrees to use Commercially Reasonable Efforts to maintain at least a 99% billing accuracy rate and 99% billing timeliness rate during any 12-month period of the Term ("Annual Billing Service Level").

To the extent that the Consultant does not achieve the Annual Billing Service Level, Community Power may terminate this Agreement and seek its damages, as defined in Section 5.1.2 of the Professional Services Agreement.

- iv. A billing error (“Billing Error”) is an error by the Consultant that results in incorrect billing charge or credit to the customer, and excludes i) errors originating directly from Community Power, the IOUs systems or associated data, ii) meter errors by the IOU, iii) revised usage by the IOU, or (iv) or any error that may be remedied by a customer rebill(s), subject to the parameters below. Each Billing Error is considered one error, regardless of the number of customers or accounts it may affect. Billing Errors shall also include failure to send in a timely manner Community Power charges or credits as expected within SDG&E's billing window in accordance with applicable rules and standards.
- v. Billing Accuracy Rate is defined as the total number of accurate customer bills (i.e. containing no billing errors) divided by the total number of customers bills, as measured on a monthly basis.
- vi. A mistake on an active residential or small commercial customer's invoice may be remedied by a rebill by the Consultant if rebilled within three months from the date the mistake occurs. For purposes of clarification, “active” refers to those customers still being served by Community Power. A mistake on an active customer's invoice for a customer that is not classified as either residential or small commercial may be remedied by a rebill by the Consultant if rebilled within 36 months from the date the mistake occurs.
- vii. Consultant will calculate overcharges and credit the customer's utility account via an EDI 810, to the extent the customer account is active with the applicable utility and can be rebilled.
- viii. Consultant will calculate undercharges and rebill the customer for the applicable amount of the undercharge, to the extent the customer account is active with the applicable utility and can be rebilled.

7. Rate Schedule Maintenance Services. Consultant will make Commercially Reasonably Efforts to perform the following Rate Schedule Maintenance Services:

- a. Maintain a table of Rate Schedules, offered by Community Power to its customers, within Consultant's billing system.
 - i. Complete Value Only Rate Changes within 10 business days, excluding Community Power and Consultant holidays, once Consultant has confirmed it is in receipt of a valid Rate Template.
 - ii. Complete Structural Rate Changes within 40 business days, excluding Community Power and Consultant holidays, once Consultant has confirmed it is in receipt of a valid Rate Template.

- iii. A Rate Template will be considered valid if it meets the expected formatting requirements as set forth by Consultant and acknowledged by Community Power, and the Rate Schedules it contains align with published CCA rate schedules. Upon receipt of a Rate Template, Consultant will review it per these guidelines and after Community Power has corrected any errors, if present, Consultant will communicate to Community Power that a valid Rate Template has been received and work will commence as per the timelines indicated above.
- iv. Should Community Power submit updates after Consultant has begun work on a valid Rate Template, Community Power understands this may be considered a new Rate Change.
- b. Conduct an unlimited number of Community Power and/ or SDG&E initiated Value-only Rate Changes per calendar year.
- c. Conduct an unlimited number of SDG&E initiated Structural Rate Changes per calendar year.
- d. At the request of Community Power, Consultant will perform additional Custom Rate Changes at a mutually agreed upon fixed fee determined by the terms described in Exhibit B, Section 4, 'Additional Deliverable Pricing Fees'.
- e. Service Levels for Rate Schedule Maintenance Services:
 - i. An error or errors in the Rate Schedule Maintenance Services that does not result in, or cause, error(s) in other services under this Exhibit A is not in itself a Default; provided that this statement does not prevent Community Power from noticing the Consultant of Default in its obligations under another section of this Exhibit A. To the extent there is an error in Rate Schedule Maintenance Services, Consultant will use Commercially Reasonable Efforts to correct such error in a timely manner once the error is known to the Consultant, not to exceed more than 2 billing periods.

8. Reporting:

- a. List of Reports, and Frequency. Reports, frequency, and the method of delivery are subject to change upon mutual agreement.

Report	Frequency
Aging	Monthly
IVR Statistics	Weekly
Contact Center Statistics	Weekly
Cash Receipts	Monthly

Days To Invoice	Weekly, Monthly
Program Opt Up with Address	Weekly, Monthly
Utility User Tax (UUT) where applicable	Monthly
Invoice Summary Report	Monthly
Monthly Transaction Summary	Monthly
Opt Out with Rate Class	Weekly, Monthly
Retroactive Returns	Monthly
Sent to Collections	Monthly
Unbilled Usage	Monthly
Full Volume Usage by Rate Class	Monthly
CAISO MDEF Details with Rate Group (Initial) – Daily	Daily
CAISO MDEF Details with Rate Group (Final) – Daily	Daily
CAISO MDEF Details with Rate Group (Initial) – Monthly	Monthly
CAISO MDEF Details with Rate Group (Final) – Monthly	Monthly
MDEF_SIP_All	Daily
Billing Performance Standards	Monthly

To the extent reports or data is not available in the data warehouse, Consultant shall also assist Community Power, as needed, in compiling various customer sales and usage statistics that may be necessary to facilitate Community Power’s completion of requisite external reporting activities. Such statistics will likely include annual retail sales statistics for SDCP’s customers, including year-end customer counts and retail electricity sales (expressed in kilowatt hours) for each retail service option offered by Community Power. Consultant shall deliver applicable reports in a mutually agreed cadence and via a Community Power hosted AWS S3 storage buckets or other Community Power hosted location as directed by Community Power.

- b. The sole remedy for a breach or default of Reporting Services is Consultant shall provide a corrected and reissued report(s) within two (2) weeks of notice from Community Power to correct and/or reissue the report.

9. Ticketing Support System

- a. Consultant shall provide Community Power staff with access to a web-based, ticketing system that Community Power staff may use to submit service requests for certain deliverables to be provided by Consultant. Consultant shall resolve any outages in such ticketing system as soon as practicable.

10. Settlement Quality Meter Data Services:

- a. Consultant shall provide Community Power or Community Power's designated Scheduling Coordinator (SC) with Settlement Quality Meter Data (SQMD), to the extent available, as required from SC's by the California Independent System Operator (CAISO).
- b. Consultant shall provide Advanced Metering Infrastructure (AMI) based SQMD settlements for improved accuracy, to the extent such AMI data is available from the Utility.
- c. Upon Community Power's request, Consultant shall submit the SQMD directly to the CAISO on behalf of Community Power or Community Power designated SC.
- d. Service Levels and Remedy: Settlement Quality Meter Data Services.
 - i. Consultant will use Commercially Reasonably Efforts to perform the Settlement Quality Meter Data Services in an accurate and timely manner.
 - ii. Consultant will use Commercially Reasonably Efforts to remedy any breach or default by Consultant of the Settlement Quality Meter Data Services.
 - iii. If a CAISO penalty is imposed and/or resettlement amounts are due for the submission of late meter data, then Consultant will reimburse Community Power for such SQMD Damages but only to the extent the late submittal is solely due to the negligence of Consultant.
 - iv. If damages are due for the submission of inaccurate meter data, then Consultant will reimburse Community Power for such Damages in accordance with the provisions below, but only to the extent a) such error is solely due to the negligence of the Consultant, and b) results in a greater than 5% change in settlement data from T52 to T214 settlement, and c) resubmission is requested by Community Power ("SQMD Damages").
 - v. For purposes of clarification, Consultant will not be liable or responsible for any late meter adjustment sanctions or resettlement amounts that may be due to the extent the error was introduced by SDG&E data inaccuracy or incompleteness or for other reasons outside Consultant's

reasonable control.

- vi. To the extent Consultant is liable for the payment of SQMD Damages, CAISO penalties, resettlement amounts, or any other damages, costs, claims, losses, or fees that may arise under this Section (together the “Consultant Damages”) resulting from errors in SQMD Services:
 - Consultant will not be liable for Consultant Damages that are less than \$10,000;
 - If Consultant Damages are \$10,000 or more , then Consultant will be liable for up to the first \$100,000 of such amount. In addition, if Consultant Damages exceed \$100,000, then Consultant will also be liable for 50% of that the amount that is in excess of \$100,000. In no event will Consultant be liable for more than \$1,000,000 in Consultant Damages.
 - To the extent that the Consultant does not rectify such SQMD services error that is solely due to the negligence of the Consultant, and b) results in a greater than 5% change in settlement data from T52 to T214 settlement for more than 3 consecutive months in a given calendar year, Community Power may terminate this Agreement and seek its damages, as defined in Section 5.1.2 of the Professional Services Agreement.

11. Support for Community Power Enterprise Data Platform & Customer Relationship Management (CRM) Platform

- a. Consultant will work with Community Power to develop a mutually agreed to roadmap, detailed requirements, and implementation timeline to support the integration of various data sets and feeds into Community Power’s Enterprise Data Platform and CRM.

12. Data Warehouse Services

- a. Provide a data warehouse environment comprised of data related to the services provided by Consultant under the Agreement.
- b. Provide access for Community Power staff to query the data warehouse environment.
- c. Data made available in the data warehouse shall include:
 - i. AMI usage data provided by SDG&E through their data warehouse platform. Prior to loading this data into the data warehouse, Consultant will make reasonable efforts to process the raw data and associate usage data with customer accounts in Consultant’s Customer Information System (CIS).
 - ii. Consultant will query SDG&E systems for updated usage data and make reasonable efforts to update the data warehouse on a daily basis.

- iii. Consultant and Community Power will establish mutually-agreed service level metrics and protocols for daily processing and loading of interval data.
- iv. Customer account information and characteristics from the customer list provided by SDG&E and supplemented by the following data from CRM and CIS:
 - Community Power participation history
 - Product elections
 - Opt-out activity
 - Community Power rate schedule
 - Consultant will make reasonable efforts to provide additional characteristics requested by Community Power
- v. Billing data from Consultant's CIS
- vi. SQMD submission data
- d. Consultant may, from time to time and at its sole discretion, update the functionality available in the data warehouse which may include, among others, adding or maintaining data visualizations, self-service reporting tools, self-service analytical tools, and Application Program Interface (API) points.
- e. Consultant may, at its sole discretion, engage with Community Power and other Consultant clients to elicit their input on required functionality, data elements, and system design as it pertains to the development, maintenance, and evolution of its data environment.
- f. In the absence of adequate data within the data warehouse for Community Power to self-service, Consultant shall employ Commercially Reasonable Efforts to collaborate with Community Power staff in assessing and implementing a mutually acceptable solution that addresses the data needs, subject to additional mutually agreed upon fees.
- g. Consultant will provide technical support to access the data warehouse and documentation describing the data. Community Power will provide staff with technical database expertise to engage with Consultant in the implementation and use of the data warehouse.
- h. Consistent with the API section below, access to Consultant's data warehouse for 3rd party vendors will be limited to API access and will require a separate agreement signed by the 3rd party vendor. The 3rd party vendor(s) will be responsible for all costs associated with API access.
- i. The remedy for an error in this Section 12 by the Consultant shall be that the Consultant will resolve any outages or missing data in the Data Warehouse Services as soon as practicable using Commercially Reasonably Efforts. Consultant will keep Community Power updated of its progress in resolving the issue via verbal or electronic notice.

13. Bill Comparison Tool

- a. Consultant will maintain an online bill comparison tool that performs a comparison of total bill charges for established Community Power rates, in accordance with the following:
 - i. The online bill comparison tool will capture input from the user for certain information from the SDG&E bill to be compared including usage, rate and other required data.
 - ii. The online tool will perform and display the comparison between Community Power and SDG&E charges for the selected month, based on user inputs, SDG&E tariff rates and Community Power Rate Template.
 - iii. The online tool will be made available as an interactive web page for Community Power to publish via its website. Consultant will make reasonable efforts to incorporate Community Power branding specifications in collaboration with Community Power.
 - iv. The online bill comparison tool will not support all rates. Additions of any rate not supported by the tool is subject to mutual agreement.
 - v. Consultant will require 20 Business Days lead time to update rates in the online bill comparison tool following receipt and validation of the Community Power Rate Template.
 - vi. Consultant will require one month lead time to update the tool with new rates that have not been implemented in the tool previously following receipt and validation of those new Community Power Rate Template.
 - vii. Consultant may require up to 40 Business days lead time to update the tool with new or updated rate structures that have not been implemented in the tool previously following receipt and validation of those new Community Power Rate Template.
- b. Consultant will maintain an internal bill comparison tool to enable Community Power staff to generate bill comparison reports on a self-service basis, in accordance with the following:
 - i. The internal bill comparison tool will incorporate 12 months of historical interval data as provided by SDG&E to perform TOU-specific analysis for selected customers and account numbers.
 - ii. The internal tool will perform and display the comparisons between Community Power and SDG&E charges by month over a 12-month period, based on the interval data, SDG&E tariff rates and Community Power Rate Template.
 - iii. The internal tool will be made available through a self-service user interface, enabling Community Power staff to generate and export comparisons for user-selected customers and account numbers.
 - iv. The internal bill comparison tool will not support all rates. Additions of

any rate not supported by the tool is subject to mutual agreement. For new jurisdiction enrollments, Consultant will require at least three-month lead time to deploy the internal bill comparison tool for those new jurisdictions following receipt of the 12-month historical data and Community Power Rate Template.

- v. Consultant may require up to a three-month lead time to update the tool with new rates that have not been implemented in the tool previously following receipt and validation of Community Power Rate Template.
- vi. Consultant may require up to a three-month lead time to update the tool with new or updated rate structures that have not been implemented in the tool previously following receipt and validation of Community Power Rate Template.
- c. Remedy: If there is a sustained system outage or unavailable or unresponsive form, either of which continues for more than 24 consecutive hours (“Sustained Outage”), then Consultant will notice Community Power of such and use Commercially Reasonable Efforts to make such systems or forms available and responsive as soon as practicable. Consultant will keep Community Power updated of its progress in resolving the issue via verbal or electronic notice.

14. Customer Analytics and Program Management Services:

- a. Consultant grants to Community Power one (1) FLEX Programs License, which permits Community Power to design, manage and evaluate programs or portfolios of programs using transparent methodologies.
- b. Consultant grants to Community Power one (1) FLEX Insights License.
- c. The FLEX Programs License and the FLEX Insights License (together the “FLEX Licenses”) are non-exclusive, non-transferrable and non-assignable, and non-sublicensable.
- d. The FLEX Licenses shall be for an unlimited number of Community Power authorized users.
- e. The FLEX Program License includes up to 5,000 Community Power projects, which is defined as the cumulative number of projects maintained in the Platform. This number shall not reset or rotate as projects mature. Support for additional projects may be purchased separately, at the incremental cost of \$5,000 (which will include the ability use of the FLEX Program license for an additional 5,000 projects).
- f. The services under both FLEX Licenses are subject to fair usage limits. Excessive or extraordinary usage may necessitate a review of terms.
- g. Implementation services for the FLEX Program License will also be provided and are limited to platform enablement and do not include ongoing program administration, customer-specific operational support, or custom implementation services unless separately agreed. Any services beyond standard

implementation may be contracted directly between Community Power and Recurve under a separate agreement.

- h. Consultant may terminate the FLEX Licenses and associated services immediately and without cure, if the FLEX Licenses are being used by Community Power or its authorized users in violation of applicable law or these terms and conditions or if the FLEX Licenses, or Consultant's access to such programs, are terminated for any reason.
- i. Community Power shall directly upload project data to the FLEX Program.
- j. Community Power will indemnify, defend, and hold harmless Consultant, its employees, officers, agents, and affiliates from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees) (collectively "Consultant Claims") arising from and/or relating to Community Power's receipt and use of the FLEX Licenses and all related services, including but not limited to any Implementation Services.
- k. Community Power acknowledges and agrees that Consultant may access, process, and upload certain Confidential Information, including customer information, to be processed by the third-party software in order to assist Community Power in obtaining the most complete results from the FLEX Licenses and services.
- l. Community Power acknowledges and agrees that the third-party supplier of the FLEX Licenses may collect and analyze data and other information relating to the provision and use of the FLEX Licenses and related services and use such data to improve and enhance its services and for other development, benchmarking, diagnostic and corrective purposes and disclose such data solely in aggregate or other de-identified form. Such data may only be disclosed in an aggregate or anonymized form and is not subject to any requirement to destroy or return information or data upon request or at the termination of the Agreement.
- m. Community Power acknowledges and agrees that the FLEX Licenses and related services are the sole and exclusive property of third-party owner and developer ("Recurve"), and all rights related thereto, including, without limitation, copyrights, trademarks, trade secrets, patents and other intellectual property or proprietary rights, are hereby exclusively reserved by Recurve. It is explicitly understood that no title to or ownership of the FLEX Licenses and related services is transferred to Community Power under this Agreement.
- n. The Parties understand and agree that the third-party developer of the FLEX programs, licenses, and related services is an independent contractor. Such independent contractor is not considered a subcontractor or subconsultant for purposes of this Agreement. Any additional agreement between Community Power and the third-party developer is independent and separate from this agreement.
- o. To the extent that the FLEX Licenses are not otherwise terminated and are operable, the remedy for an error in this Section 14 by Consultant shall be that

the Consultant shall resolve any other lack of access to the FLEX Licenses, related services, or Implementation Services as soon as practicable using Commercially Reasonable Efforts.

15. Consumer Behavior Science Consulting Services:

- a. Consultant will provide Community Power, or cause to be provided, up to 50 hours each year of the Term, without additional costs or charge, certain consumer behavior research and consulting services. These services include behavioral science advising, empirical market research, general audience surveys, messaging experiments, opt out surveys, landscape analysis, consulting memos and messaging strategy support. To the extent Community Power exceeds the 50 hours described above, additional costs and charges will be passed through to Community Power without mark-up to be paid by Community Power. These services are not considered professional services for insurance purposes.
- b. Consumer Behavior Science Consulting Services may be terminated at any time by the Consultant to the extent they are no longer available or provided to the Consultant.
- c. To the extent the services are not otherwise terminated and are operable, the remedy for an error in this Section 15 by Consultant shall be that the Consultant resolves any other lack of access to the Consumer Behavior Science Consulting Services as soon as practicable using Commercially Reasonable Efforts.

16. Additional Services:

- a. Forecasting Services
 - i. Subject to the terms in Exhibit B, Section 1.b.ii, Consultant may provide, or cause to be provided, short-term, long-term, and/or renewable generation forecasting services.
- b. Customer Program Advisors
 - i. Subject to the terms in Exhibit B, Section 1.b.iv. Consultant will provide Customer Program Advisor(s) to support Community Power customer outreach, program enrollment, and other mutually agreed to services

17. Data Retention

- a. Consultant is limited in its ability to perform the services described below by the availability and timeliness of data from the IOU(s). As such, Consultant is not liable or responsible for a breach or default in the Data Retention Services to the extent such breach or default is due to negligence, gross negligence, or willful misconduct of the applicable IOU or any other third-party.
- b. Raw EDI files shall be retained for a period of five years from the date of receipt or creation, unless otherwise required by applicable laws or regulations.

- c. Maintain and provide as needed historical billing volume data on all customers for a time period equal to the lesser of either (a) the start of service to present or (b) five years.
- d. Record all inbound calls and make recordings available to Community Power staff upon request. Maintain an archive of such recorded calls for 24 months from creation date.
- e. Maintain an accessible archive of utility consolidated, invoice statements (“Blue Bills”) for all Community Power customers from the start of Community Power service or a period of no less than five years.
- f. IOU provided reports shall be retained for five years from the date of creation or receipt.
- g. Interval Data received through EDI 867 transactions shall be retained for a period of five years.
- h. Interval Data retrieved from SDG&E’s data lake shall be retained for a period of 30 days from the date of retrieval.
- i. The remedy for an error in this Section 17 is that the Consultant shall contact the applicable IOU and use Commercially Reasonable Efforts to regain the lost data.

18. API

- a. To the extent Community Power requests, in writing, that Consultant allow a contractor(s) or vendor(s) (“Authorized CCA Contractor”) access to certain Community Power data, Consultant will issue the Authorized CCA Contractor a limited, non-exclusive, non-transferable license (“API License”), without the right to sub license, to electronically access and use the API(s) through an internet connection until the termination or expiration of the Agreement. Community Power will promptly notify Consultant of any Authorized CCA Contractor for which API access should be turned off. Community Power agrees and acknowledges that Consultant will immediately terminate any such API License and/or access provided to any API Licensee that does not fully comply with the terms of the license agreement between the Authorized CCA Contractor and Consultant to access Community Power data.
- b. Community Power will indemnify, defend, and hold harmless Consultant, its employees, officers, agents, and affiliates from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including reasonable attorney and expert witness fees) arising from and/or relating to the API License(s), the access or use of the API(s) by Authorized CCA Contractor(s), and/or the actions or inactions of Community Power as related to the foregoing, and/or the actions or inactions of Authorized CCA Contractor(s).
- c. The remedy for an error in this Section 18 by Consultant shall be that the Consultant will resolve any lack of access to an Authorized CCA Contractor, consistent with the terms herein regarding an outage in access to the Data Warehouse.

19. Definitions

- a. "Ad Hoc Services" or "Ad Hoc" refers to services which are not included in this Exhibit A, or Services which Community Power can reasonably self-serve utilizing tools and services provided by Consultant but chooses to engage Consultant for. For avoidance of doubt, "Additional Services" listed in Section 16 above are not "Ad Hoc Services." The Parties must mutually agree in writing on the terms of the Ad-Hoc Services, including but not limited to scope, requirements, and timing. Any Ad Hoc Service may be subject to the fee schedule set forth in Exhibit B, Section 3.
- b. "CCA Energy Program" means the individual rate plan option available to a Community Power customer that provides varying power content mixes, typically from 35% renewable energy content in a base option to 100% renewable energy content in a premium option.
- c. "CCA Service" means Community Choice Aggregation Service which permits cities, counties or a joint powers agency whose governing boards have elected to acquire their electric power needs, hereinafter referred to as Community Choice Aggregation (CCA), to provide electric services to utility end-use customers located within their service area(s) as set forth in California Public Utilities Code Section 366.2 and other Commission directives.
- d. "CCA Service Request ("CCASR")" means requests in a form approved by SDG&E to change Community Power customer's, utility customer's or direct access customer's choice of services which could include returning a Community Power Service customer to bundled utility service or direct access service.
- e. "Commercially Reasonable Efforts" means compliance with all applicable laws, codes, rules and regulations, and any practices, methods and acts engaged in or approved by a significant portion of the relevant industry during the relevant time period, taking into account; the party's legitimate business interests, including cost, risk, and impact on operations or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision is made, could have been expected to accomplish the desired result consistent with good business practices. Commercially Reasonable Efforts are not intended to be limited to the optimum practice, method or act to the exclusion of all others and do not require a party to take actions that would result in material adverse impact on its business; waive contractual rights or incur unreasonable expense; initiate litigation; or agree to terms materially inconsistent with its standard practices, but rather is intended to include acceptable practices, methods and acts generally accepted in the relevant industry during the relevant time period.
- f. "Custom Rate Change" means a completely new rate or modification to an existing rate that alters one or more Billing Determinants within a Rate Schedule buildout by changing the definition of the Billing Determinant itself and/or adding and/or removing one or more Billing Determinants to an existing buildout not tied to a change initiated by the IOU.

- g. "Default Usage" means the average monthly usage value, by rate schedule, used for estimation in the absence of actual historical usage data.
- h. "Mass Enrollment" means the automatic enrollment of customers into a CCA Service program where new service is being offered for the first time to a group of eligible customers.
- i. "Meter Data Management Agent (MDMA) Services" means reading SDG&E's customers' meters, validating the meter reads, editing the meter reads if necessary and transferring the meter reading data to a server pursuant to SDG&E standards.
- j. "Rate Template" refers to a predefined format used to communicate Rate Schedule(s) from Community Power to Consultant. A Rate Template is considered valid once Consultant has reviewed the information it contains to ensure it meets the expected formatting requirements and the Rate Schedule(s) it contains align with published Community Power rate schedules.
- k. "SDG&E" is the local Utility Distribution Company.
- l. "Self Service" refers to data that Community Power can obtain and access through the Data Tools, upon its implementation, or to processes or actions which Community Power can perform without the assistance of Consultant staff. Should Community Power request data from Consultant that is available via Self Service or request Consultant perform a process or action that Community Power can perform via Self Service, this shall be considered an Ad Hoc Request and is subject to the fees listed in Section 3 of Exhibit B.
- m. "Structural Rate Change" refers to a rate change that alters one or more Billing Determinants within a Rate Schedule buildout by changing the definition of the Billing Determinant itself and/or adding and/or removing one or more Billing Determinants to an existing buildout.
- n. "Utility-consolidated/ Bill-ready" refers to the method of customer billing where Community Power, via the Consultant, sends the appropriate monthly energy generation (kWh) charges to the Utility and the Utility combines those charges with the applicable non-generation (Transmission & Distribution) charges into a single customer invoice and delivers to the customer for payment.
- o. "Value Only Rate Change" refers to a rate change that alters only the values applied to each of the Billing Determinants in a given Rate Schedule buildout, keeping the existing buildout intact.

San Diego Community Power's Privacy Policy

San Diego Community Power (Community Power), its employees, agents, contractors and affiliates will maintain the confidentiality of customer information, which may include, but not be limited to, individual customers' names, service addresses, billing addresses, telephone numbers, email addresses, account numbers, social security numbers, taxpayer identification numbers and electricity consumption information except where reasonably necessary to conduct Community Power's business or to provide services to customers as required by the California Public Utilities Commission (CPUC).

Examples of reasonably necessary business purposes include but are not limited to when such disclosure is necessary to (a) comply with an applicable law, regulation or court order; (b) enable Community Power to provide service to its customers; (c) collect unpaid bills; (d) obtain and provide credit reporting information; (e) resolve customer disputes or inquiries; (f) communicate about demand response, energy efficiency, energy management, and conservation programs, or (g) in situations of imminent threat to life or property, or to prevent or resolve service interruptions. Community Power will not disclose customer information for telemarketing, email or direct mail solicitation. Aggregate data that cannot be traced to specific customers may be released at Community Power's discretion.

Customer information, including individual customer names, addresses and electric energy usage data, is collected via SDG&E's metering systems. For the circumstances constituting reasonably necessary disclosures cited herein, Community Power may share customer information with contractors and vendors for purposes of providing services and operating programs. Contractors and vendors are required to agree to only use customer information for program operational purposes and protect it under the same standards as Community Power. Community Power maintains customer-specific energy usage and billing information for only as long as is reasonably necessary, typically not more than five years unless otherwise required by law or regulation.

Community Power will handle customer energy usage information in a manner that is fully compliant with applicable law, which includes, but is not limited to, the CPUC's required privacy protections for customers of Community Choice Aggregators defined in Decision 12-08-045, as may be amended or replaced from time to time.

Community Power will provide notices related to this policy as required by applicable law, including Decision 12-08-045. Such notice may include, but not be limited to: (a) providing notice in writing when confirming a new customer account; (b) informing customers at least once annually how they may obtain a copy of the notice, inclusive of any updates or revisions to this policy; and (c) providing links to the notice on Community Power's website at <https://sdcommunitypower.org> and in electronic communications with customers. Any changes

to this policy between notification periods will be communicated through Community Power's website. Previous versions of this policy may be requested via email at CustomerService@SDCommunityPower.org.

Upon request, Community Power will provide customers convenient and secure access to customer information in an easily readable format that is no less detailed than the data Community Power discloses to authorized third parties.

Customers having any questions or concerns regarding the collection, storage, use or distribution of customer information, or who wish to view, inquire about or dispute any customer information held by Community Power or request to limit the collection, use or disclosure of such information, may contact us at CustomerService@SDCommunityPower.org.

Employees of Community Power and covered entities doing business with Community Power shall be provided a copy of this policy, and it shall be construed and implemented consistent with any other policies relating to the protection of confidential information.

To ensure timely compliance with legal developments and/or changes in Community Power's practices or procedures, Community Power's Chief Executive Officer, in consultation with Community Power's General Counsel, is authorized to amend this policy without further approval of the Board of Directors.

ITEM 15

EXHIBIT B

Exhibit B

In consideration of the services provided by Consultant described in Exhibit A and subject to the terms of the Agreement, SDCP shall pay Consultant the following fees (“Fees”):

1. Service Fees

a. Data Management Service Fees

- i. SDCP shall pay Consultant \$25,000 flat fee plus \$0.845 per month data management account fee and \$0.13 per month call center account fee for each active customer account that is enrolled and served by SDCP each month. An Active Account is defined as any unique account that took service from Community Power which means accounts that the Consultant reasonably worked on including accounts with zero kWh meter reads and/or missing or overdue usage, within the service month, based on a monthly snapshot from Consultants’ billing system.
- ii. Beginning in January 2027, Consultant’s payment in effect for Services listed in this Agreement will escalate annually beginning January 1, 2027 by the Consumer Price Index West Region All Items Index, using January 2026 as the baseline, provided that in no event shall the annual escalation percentage exceed 4.0%.

b. Additional Services

i. Consumer Behavior Science Consulting Services

1. Consultant may provide or may cause to be provided certain consumer behavior research and consulting services to SDCP. Services are subject to further written agreement.
2. Consultant will provide up to 50 hours of the service described above per year to SDCP at no cost. SDCP may request additional hours, and the cost of additional hours will be passed through to SDCP at cost.

ii. Forecasting Services

1. Consultant may provide or may cause to be provided certain forecasting services for short-term, long-term, and/or renewable generation. Services are subject to further written agreement.

iii. Customer Analytics and Program Management Services

1. Consultant may provide or may cause to be provided certain demand flexibility, customer targeting and/or, measurement and verification tools and services in support of SDCP’s program and policy objectives. Services are subject to further written agreement.

iv. Customer Program Advisor Services

1. Consultant may provide or may cause to be provided certain Customer Program Advisor (Advisor) services at a cost of \$0.015 per

account per month per Advisor. SDCP will work with Consultant to determine how many Advisors it would like to retain and the timeline for start of Advisor services. SDCP agrees to provide a 6 month notice to Consultant for any reduction in Advisor services.

2. Script Translation Services Fees

- a. Charges incurred by Consultant from engaging with vendors to translate scripts or other documents from English into other language(s) will be passed by Consultant to SDCP at cost.

3. Additional Deliverable Pricing Fees

- a. The Fees defined in Section 1 include only the services and items expressly set forth in this Agreement. Unless otherwise agreed to by the Parties in an amendment to the Agreement, the cost of any additional deliverables provided by Consultant to SDCP shall be passed through directly to SDCP without mark-up. A labor rate of \$200.00 per hour will be utilized for labor costs unless otherwise agreed upon in writing by both parties prior to the commencement of additional work.
 - i. Beginning in January 2027, Consultant's labor rate above will escalate annually by the Consumer Price Index West Region All Items Index, using January 2026 as the baseline, provided that in no event shall the annual escalation percentage exceed 4.0%.
- b. To support SDCP in a dynamic market, Consultant will provide an annual 400-hour bank of ad-hoc hours to be used at SDCP's discretion. After the bank of hours are depleted, additional ad-hoc hours will be billed at the rate described above.

4. Community Benefits Grant Program

- a. In addition, Consultant shall rebate two percent (2%) of annual data management service fees directly to 501c(3) organizations serving the SDCP service territory for the purpose of promoting economic development, local project development, grid resiliency, residential tenant interests and other areas that support the mission of SDCP and its member communities.

SAN DIEGO COMMUNITY POWER

Staff Report - Item 16

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: Approve Amendment No. 2 to Professional Services Agreement with Wipro Connected Services (formerly known as Harman Connected Services, Inc.) for Enterprise Data Platform (EDP) Phase 2 Implementation and Managed Services for an additional not-to-exceed amount of \$530,000

Date: March 26, 2026

Recommendation

Approve Amendment No. 2 to the Professional Services Agreement with Wipro Connected Services (formerly known as Harman Connected Services, Inc.) for additional scope of work and increase the not-to-exceed amount by \$530,000 for a revised total contract not-to-exceed amount of \$1,751,000 and authorize the Chief Executive Officer to execute the contract. This amendment for the Enterprise Data Platform (EDP) Phase 2 implementation builds on the successful Phase 1 implementation by expanding analytics, automation, data governance, and AI/ML operationalization to better support San Diego Community Power's (Community Power) enterprise reporting, forecasting, and decision-making needs. Without approval, Community Power risks delays, operational issues, and loss of platform continuity.

Background

As Community Power has continued to expand its footprint in clean energy operations, services, and product offerings for its customers, the organization must leverage appropriate technology, tools, and processes to empower its staff and operations. The Data Analytics team has worked closely with the Harman Connected Services (Harman) team since January 2025 to develop and deploy Community Power's EDP to streamline and secure our data infrastructure in the cloud, which has already started to provide a single source of truth for all

our reporting and advanced analytics needs, and allows us to gain enhanced and considerable efficiencies.

On September 25, 2024, Community Power issued a Request for Proposals (RFP) for an EDP. Proposers were able to submit proposals for cloud-based data platform solutions to meet Community Power's needs.

The proposers were requested to showcase their competencies, strengths, and successes to demonstrate their capabilities as articulated in the scope of work. Community Power staff evaluated and scored each proposal, and several received very high scores. The top-scoring proposers were given an interview. Each proposer was given dedicated time to present their capabilities, introduce their teams, and ask questions of Community Power staff.

Following the interviews, Harman was identified as the proposer able to bring the greatest value to Community Power. Harman demonstrated strong expertise, capabilities, and experience to adequately meet Community Power's needs and was selected to build Community Power's enterprise data platform by the end of 2025.

In December 2024, the Board of Directors approved the initial agreement with Harman Connected Services, Inc., for a not-to-exceed amount of \$850,000 over twelve months.

In November 2025, the Board of Directors approved Amendment No. 1 to the original agreement with Harman, for a new not-to-exceed amount of \$1,221,000 through December 31, 2026. Amendment No. 1 was required as a response to Community Power's incumbent data manager, who implemented system enhancements on their end that significantly improved how Community Power receives and processes data. Although these changes enabled faster, more efficient, and more reliable data ingestion while providing additional detail in our datasets, they required adjustments to the overall EDP implementation timeline and costs. This optimization reduced long-term computer and storage costs and helped the agency avoid costly rework by establishing a strong foundation for future growth. Amendment No. 1 also covered the EDP Managed Support Services from Harman through December 31, 2026.

On February 6, 2026, Community Power formally accepted the completion of Phase 1 of EDP.

EDP Phase 2 is designed to mature and extend the existing platform throughout the agency, which is necessary to support critical functions of the Power Services, Programs, and Finance departments. Key focus areas include:

- Expansion of enterprise and departmental analytics, dashboards, and self-service reporting
- Enhanced data governance, data quality monitoring, and lineage tracking
- Advanced automation of data ingestion, transformation, and validation processes

- Operationalization and refresh of machine learning and predictive analytics models
- Performance optimization and cost management of cloud resources
- Continued managed services for platform monitoring, incident response, and optimization

Phase 2 ensures that the EDP will continue to evolve alongside Community Power's operational and regulatory requirements while minimizing risk to existing reporting and analytics functions.

Analysis and Discussion

Staff is recommending a sole-source award to Harman (now called Wipro Connected Services, Inc.) for the following reasons: (1) the requested product or service is uniquely available from the source; and (2) there is a demonstrated need for compatibility with an existing item or service that Community Power has already procured. Wipro is the original architect and implementer of Community Power's EDP, including its cloud infrastructure, data pipelines, orchestration, CI/CD processes, and AI-enabled analytics components. Their extensive institutional knowledge of Community Power's data architecture, business logic, and operational workflows uniquely positions them to deliver Phase 2 efficiently and with minimal risk.

Moving Phase 2 to a different vendor would require significant knowledge transfer, reverse engineering of existing pipelines, revalidation of data quality and governance controls, and possibly reworking automation and machine learning processes. This could introduce unnecessary operational risks and disrupt enterprise reporting and analytics that Community Power currently relies on.

Continuing with Wipro for Phase 2, Community Power maintains continuity, protects its previous investment in Phase 1, and accelerates the delivery of advanced capabilities at a lower overall risk and cost than onboarding a new vendor or rapidly scaling similar in-house technical resources. Accordingly, staff recommend a sole-source award to Wipro for EDP Phase 2 implementation services and managed services.

Fiscal Impact

The Capital Improvement Plan (CIP) budget for the EDP is \$1,350,000, of which the not-to-exceed (NTE) amount after Amendment No. 1 is \$1,221,000, resulting in a remaining CIP budget of \$129,000. Amendment No. 2 increases the contract NTE by \$530,000, bringing the revised contract total to \$1,751,000 and generating an additional funding need of \$401,000 for the EDP. In addition, the CIP budget for the Customer Relationship Management (CRM) project is \$750,000, and based on the updated Community Power cost

share, an additional \$12,051 is required to fully fund the CRM implementation. In total, \$413,051 in additional CIP resources are required to support both projects.

To accommodate this need, staff recommends reallocating a total of \$450,000 in CIP funding from two IT projects planned for Fiscal Year 2025–2026 that will not move forward: the AI Proof of Concept for the Call Center (\$200,000) and the Amazon AWS (Amazon Web Services) Infrastructure project (\$250,000). While the combined requirement across EDP and CRM is \$413,051, the remainder of these funds (\$36,949) will be allocated as needed between the CRM and EDP projects. This reallocation enables Community Power to advance critical data and technology infrastructure to work without requiring new appropriations to the CIP.

Strategic Plan

Community Power’s Enterprise Data Platform is a critical enabler of the organization’s strategic goals. Phase 2 directly supports Community Power’s mission by strengthening its ability to:

- Deliver reliable, data-driven insights to support clean energy program performance
- Enhance customer operations through improved analytics and forecasting
- Improve operational efficiency, reliability, and scalability as Community Power grows
- Leverage predictive analytics and AI to proactively identify trends and risks

By advancing the EDP through Phase 2, Community Power continues to invest in a modern, secure, and resilient data foundation that supports long-term sustainability, innovation, and organizational excellence.

Attachments

A: Amendment 2 to Agreement No. 2024-19 with Wipro Connected Services, Inc.

ITEM 16
ATTACHMENT A

**AMENDMENT NO. 2
TO PROFESSIONAL SERVICES AGREEMENT NO. 2024-19
BETWEEN SAN DIEGO COMMUNITY POWER AND WIPRO CONNECTED SERVICES,
INC. (FORMERLY KNOWN AS HARMAN CONNECTED SERVICES, INC.)**

THIS AMENDMENT No. 2 (this “Amendment No. 2”) to the Professional Services Agreement No. 2024-19 by and between **SAN DIEGO COMMUNITY POWER**, a California joint powers agency (“**SDCP**”) and **WIPRO CONNECTED SERVICES, INC.**, formerly Harman Connected Services, Inc., a Delaware Corporation (“**Consultant**”), is made and entered into on _____ . 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 December 12, 2024 and amended on November 24, 2025 (the “Agreement”), for Consultant to develop, deploy and support SDCP’s Enterprise Data Platform (“EDP”); and

WHEREAS, Harman Connected Services, Inc (“Harman”) has changed their name to Wipro Connected Services, Inc. (“Wipro”), and Wipro wishes to assume all of Harman Connected Services, Inc’s rights, duties, and obligations under the Agreement; and

WHEREAS, the parties desire to amend the Agreement to amend the scope and increase the not-to-exceed amount by Five Hundred Thirty Thousand Dollars (\$530,000); 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 No. 2 as though expressly set forth herein.

2. The Agreement is amended as follows:

a. Section 3.1. Compensation is deleted in its entirety and replaced with the following:

“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 fixed compensation shall not exceed **ONE MILLION SEVEN HUNDRED AND FIFTY ONE THOUSAND (\$1,751,000)** dollars. 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.”

b. Section 5.2. Delivery of Notices is amended to change Consultant’s address to:

Consultant: Wipro Connected Services, Inc.
445 Indio Way
Sunnyvale, CA 94085

- c. Exhibit A - Scope of Services is deleted in its entirety and replaced with Exhibit A - Scope of Services included in this Amendment No. 2.
 - d. Exhibit B - Schedule of Project is deleted in its entirety and replaced with Exhibit B - Schedule of Project included in this Amendment No. 2.
 - e. Exhibit C - Compensation Billing Rates is deleted in its entirety and replaced with Exhibit C Compensation Billing Rates included in this Amendment No. 2.
 - f. Exhibit D – Harman Service Level Agreement (SLA) is deleted in its entirety and replaced with Exhibit D Service Level Agreement (SLA) included in this Amendment No. 2.
 - g. Exhibit G – Phase 2 Team Structure is attached to this Amendment No. 2 and incorporated into the Agreement in its entirety.
 - h. Exhibit H – Phase 2 Implementation Plan is attached to this Amendment No. 2 and incorporated into the Agreement in its entirety.
3. Assumption. Wipro hereby assumes all rights, duties, and obligations of Harman under the Agreement with SDCP and agrees to fully and faithfully perform each and every term, covenant, and condition thereof.
4. 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.
5. 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.
6. Authority. Consultant has all the requisite power and authority to conduct its business and to execute, deliver, and perform the services described. Each Party warrants that the individuals who have signed this Amendment No. 2 have the legal power, right, and authority to enter into this Amendment No. 2 and bind each respective Party.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 2 to the Agreement between SDCP and Consultant, as of the date first set forth above.

(SIGNATURES ON NEXT PAGE)

SAN DIEGO COMMUNITY POWER

WIPRO CONNECTED SERVICES, INC.

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

Name:
Title:
Date: _____

APPROVED AS TO FORM:

SDCP General Counsel

EXHIBIT A
SCOPE OF SERVICES

The scope of services includes Enterprise Data Platform (EDP) development, deployment, and support services.

I. EDP DEVELOPMENT AND DEPLOYMENT SERVICES (PHASE I)

A. Primary Use Cases:

Consultant will perform ten (10) Primary Use Cases.

1. Centralized Customer Account Database with History

- a. Single source of truth for customer account attribute data across the IOU system, CRM systems, and other systems.
- b. Ability to track and identify customer account numbers across multiple instances, duplicates, and data sources.
- c. Historic date spans for customer attributes, to see what attributes were present on any given day. Historic detail across multiple instances.
- d. Multiple granularity or hierarchy levels (service point, billing account number, combination of service point and billing account number, customer number, other account numbers).

2. Centralized Customer Usage Database

- a. Single location for all customer usage data, across various sources. Include both interval meter data (15-minute or hourly) and scalar data from unmetered accounts.
- b. Identifier of best-available data source, based on billing quality for each data source.

3. Centralized Customer Billing Database

- a. Single location for all invoices, payments, and customer account balance data

4. 360 Customer View – Centralized view of all customer data across data sources.

5. KPI Tracking – Reports and Dashboards (up to daily), with the ability to drill down by customer attributes. Some examples are:

- a. Number of accounts, participation rate, enrollment options, service option choices.
- b. Invoiced revenue and usage volumes by billing cycle and by flow month, payment volumes, account outstanding balances by aging bucket, accounts in collections, etc.
- c. Hourly usage volumes by day and customer class.
- d. Participation in programs.

6. Data Clustering/Grouping/Profiling

- a. Customer Usage Profiles – Group customers based on their usage habits (hourly load shape, high/avg/low usage totals, peak usage totals), and Customer Account attributes (customer class, rate schedule, climate zone, territory, electric vehicle ownership status, net energy metering status, voltage, etc.).

- b. Customer Payment Profiles – Group customers based on their payment history, payment type, customer class, rate schedule, climate zone, territory, and outstanding balances.

7. Data Monitoring

- a. Customer account discrepancies – Flag accounts that do not match expected values, according to business logic.
- b. Data Source Cross-Validation - Monitor usage and revenue volumes across data sources, to flag discrepancies.

8. Outlier Detection – Flag customers outside historical norms, including usage, invoiced amounts, payments, and balances.

9. Forecasting – Project monthly levels of accounts, participation, opt stats, revenue, and usage.

10. Standardized Mailing Address – Standardize mailing addresses to validate before sending customer notification communications via regular mail.

B. Secondary Use Cases:

Consultant will perform one (1) Secondary Use Case.

- 1. **Short Term Load Forecasting** – Create day-ahead and week-ahead hourly load forecasts for SDCP’s aggregate load. Ability to forecast subsets, including customer class or rate schedule.

C. Technology Services

Consultant will perform the Technology Services tasks as described below:

1. Administration

- a. Provide a robust project implementation roadmap for EDP
- b. Provide monthly progress reports
- c. Provide monthly budget reports
- d. Provide price estimates for operating EDP, including all licenses, tools, cloud storage, and resource costs.
- e. Gather and document requirements through collaboration with the SDCP team
- f. Provide a testing plan for user acceptance
- g. Provide training materials and meetings for developers and end users
- h. Train SDCP staff in administration, operation, maintenance, and security protocols
- i. Provide tracking logs of all bugs and enhancements
- j. Provide thorough documentation of the entire platform
- k. Align with SDCP’s agile cadence and follow a two-week sprint schedule
- l. Schedule any necessary regular meetings during SDCP’s business hours between 9 am and 5 pm Pacific Time, Monday through Friday
- m. Report and resolve all major bugs and issues before completion of the project

2. Platform Development and Deployment

- a. Architect end-to-end cloud-based solution
- b. Configure end-to-end cloud environment, including cloud storage, resources, and tools
- c. Set up billing alerts to monitor cloud operational costs
- d. Follow best practices for version control, documentation, security, and change management
- e. Develop a security and user access framework for protecting, managing, and monitoring data
- f. Classify data by sensitivity and limit access based on classification
- g. Develop data cleaning and validation procedures
- h. Build ETL/pipelines
- i. Ingest existing data into the platform
- j. Refresh source data into the platform according to the requested frequency
- k. Develop a sandbox or test environment for analytics
- l. Integrate with data analysis or visualization tools such as Power BI, Tableau, and Looker to allow SDCP users to create their own visualizations and reports
- m. Enable self-service reporting and customization of reports and dashboards
- n. As-needed support for the proposed solution

3. Analytics and Report Development

- a. Consultant will develop customizable analytics, reports, and dashboards for Primary Use Cases.
- b. Train SDCP staff on customization or analytics, reports, and dashboards

4. Analytics and Report Enablement

- a. SDCP will work with the Consultant to develop relevant Secondary Use Cases
- b. Work with SDCP to suggest additional or external data sources to complete Secondary Use Cases

5. Support

- a. Manage user roles and access permissions
- b. Troubleshoot issues from SDCP developers and end users
- c. Manage integration of tools

D. System Enhancements

Consultant will perform the System Enhancement tasks as described below:

1. Data Analysis and Modelling

- a. Perform detailed analysis of new V2 datasets provided by SDCP's source of EDP data.
- b. Extend and validate the V2 Data Dictionary.
- c. Model required transformations and integration with existing EDP datasets.

2. **UAT and PROD Data Availability**
 - a. Support V2 UAT execution led by SDCP’s Data Analytics team.
 - b. Ensure timely availability of PROD data during the last week of December 2025.
3. **Data Quality and Integrity Checks**
 - a. Conduct integrity validations on PROD data.
 - b. Validate data lineage and ensure parity with Phase 1 datasets.
4. **Pipeline Retrofit and Development**
 - a. Retrofit existing data pipelines to incorporate V2 changes.
 - b. Conduct unit testing and regression testing for pipeline updates.
5. **Materialized View and Power BI Enhancements**
 - a. Implement changes to Materialized Views.
 - b. Update and validate Power BI reports to reflect new V2 data attributes (by end of December 2025).
6. **Quality Assurance (QA) Validation**
 - a. Execute QA validation cycles.
 - b. Document findings, remediations, and signoffs with SDCP stakeholders.
7. **Pre-Production Activities**
 - a. Conduct Pre-Prod validation during beginning of December.
 - b. Coordinate with SDCP for final Pre-Prod validation and runbook finalization.
8. **Knowledge Transfer and Readiness**
 - a. Update all design, test, and operational documentation with V2 changes.
 - b. Support knowledge transfer to Managed Services team
 - c. Prepare and hand over runbooks and operational guides.

II. EDP MANAGED AS-NEEDED SUPPORT SERVICES (PHASE I)

A. Data Platform Support

Consultant will provide L1, L2 and L3 support services to SDCP. Support Activities and Definitions are identified in EXHIBIT E.

1. **Assigned Resources**

Consultant will provide 5 Resources for the support activities as identified in EXHIBIT E. Roles and Responsibilities for Managed Support Team (“Team”) are defined in EXHIBIT F.

- a. The Team will have all the data engineering skills including development work.
- b. The Team will have the capacity to take on additional tasks in case of less support tickets or work items.

2. Assumptions and Key Considerations

- a. L1, L2 & L3 support coverage will be provided during the Pacific Time Zone, operating on a 9×5 model (Monday to Friday Pacific Time)
- b. One L1/L2 Support Analyst will rotate weekly to align with SDCP working hours:
- c. Working Hours: Each resource works a 9-hour shift as below:

Shift Proposed to Accommodate Batch Jobs	Shift Name	Start Time (Pacific Time)	End Time (Pacific Time)
Shift 1	L1/L2 Support	7:30 AM	4:30 PM
Shift 2	L1/L2 Support	3:30 PM	12:30 AM
General	L3 Support	2:30 PM	11:30 PM
General	L3 Support	2:30 PM	11:30 PM
General	DevOps	2:30 PM	11:30 PM

SDCP's Data Engineer/Data Scientist /BI Analyst will serve as the Single Point of Contact (SPOC) to support data pipeline maintenance and data platform operations. Definition of changes and enhancements will be routed through the change request process.

Consultant will transition from EDP development and deployment phase (Phase I) to EDP Support Services Phase (Phase II) without any additional cost in 2 weeks. All project-related information and data generated will remain confidential and will be handled in accordance with SDCP's data protection policies.

3. Service Level Agreement (SLA) for L1, L2 and L3 Support

The Service Level Agreement (SLA) in EXHIBIT D outlines the support standards for Level 1 (L1), Level 2 (L2) and Level 3 (L3) support for the Enterprise Data Platform (EDP) hosted on Amazon Web Services (AWS). It defines the expected response times, escalation procedures, and resolution timelines to ensure reliable and efficient support services during the Consultant's defined support hours.

III. EDP DEVELOPMENT, DEPLOYMENT SERVICES AND AS-NEEDED SUPPORT SERVICES (PHASE II)

1. PHASE II EDP

Phase 2 will expand EDP adoption across the enterprise, automate manual program and operational workflows, and position the EDP as the central, governed platform for all data, analytics, insights, and AI use cases. Consultant shall eliminate fragmented processes, improve data readiness, increase operational efficiency, and enable SDCP to scale programs with confidence and transparency.

Consultant shall be responsible for developing, testing, and releasing the following objectives for the EDP Phase 2 release.

Phase 2 objectives are as follows:

1. Accelerate enterprise-wide adoption of the SDCP EDP
2. Eliminate manual file handling and repetitive data pulls
3. Establish a unified, enriched customer and portfolio dataset
4. Strengthen governance, lineage, and controls
5. Lay the foundation for advanced analytics and AI use cases
6. Maximize the value of the Phase 1 EDP investment; detailed use cases are as follows:

Use Case #	Use Case Name	Team/Area
UC-0001	Self-Service Access to Interval Data	Accounts / Programs
UC-0002	Program Data APIs and Automations	Programs
UC-0004	Solar Program Eligibility Data Automation	Programs
UC-0006	Program-Level Aggregated Interval Data Enablement	Programs
UC-0008	Solar Program Geographic Data Integration	Programs
UC-0009	Data Enrichment for Solar Programs	Programs
UC-0010	EV Program Data APIs and Integrations	Programs
UC-0011	EV Program Self-Service Data Access	Programs
UC-0012	EV Program Customer Data Enrichment	Programs
UC-0013	Secure Vehicle Registration Analytics for EV Programs	Programs
UC-0015	Building and Housing Stock Data Enablement	Programs
UC-0016	Electrification Analytics and Reporting	Programs
UC-0017	Public Parcel and Property Data Integration	Programs
UC-0023	Enterprise Address and Identity Standardization	Organization
UC-0024	Long-Term Forecasting Data Enablement	Power Services
UC-0025	Market and Settlement Data Enablement	Power Services
UC-0026	Forecasting and Risk Model Data Enablement	Power Services
UC-0027	Weather, Forecast, and Actuals Data Enablement	Organization
UC-0028	Public Financial and Budget Reporting	Finance
UC-0029	Financial Modeling and Analytics	Finance
UC-0030	Regulatory and Legislative Data Enablement	Regulatory
UC-0031	Short-Term Load Forecasting Dataset Enablement	Organization
UC-0032	Revenue Forecasting and Rate-Setting Dataset	Organization
UC-0034	Portfolio Management and Hedging Analytics Enablement	Power Services
UC-0035	External Data Sharing Framework and Standardization	Organization
UC-0036	Ongoing Forecast Model Data Pipelines	Power Services
UC-0037	Power Services Asset, Pricing, and Meter Data	Power Services
UC-0038	Power Services API-Based Data Integration	Power Services
UC-0039	Market, Meter, and Pricing Data Enablement	Power Services
UC-0040	Legacy Data Migration and Modernization Enablement	Power Services
UC-0041	Energy Data Access and Forecast Enablement	Power Services

EXHIBIT B
SCHEDULE OF PROJECT

Table 1.0 Milestone Schedule

Milestone	Start Date	End Date
Assessment & Analysis	December 2024	January 2025
Iteration 1 Release	December 2024	April 2025
Iteration 2 Release	December 2024	June 2025
Iteration 3 Release to Production (Go-Live)	December 2024	July 2025
SD Community Power Transition & Handover	December 2024	August 2025
Inception complete + Wave-wise use cases finalized	March 2026	March 30, 2026
Wave-1 & 2 Use case execution and UAT completion	April – May 2026	May 30, 2026
Wave-3 & 4 Use case execution and UAT completion	June – July 2026	July 31, 2026
Auth Platform's	August – September 2026	September 30, 2026
Wave-5 & 6 use case execution and UAT completion	August – September 2026	September 30, 2026
Final wave use case execution, validation complete, and transition	October 2026	October 30, 2026

Table 2.0 Deliverables Schedule

Milestone	Timelines	Deliverable
Assessment & Analysis	End of week 4	BRD, Environment setup, Implementation Plan
Iteration I Release	End of month 3.5	Deployment and Release of iteration 1 to Pre prod
Iteration 2 Release	End of month 5.5	Deployment & Release of Iteration 2 to Pre-Prod
Iteration 3 Release to Production (Go-Live)	End of month 7.5	Completion of Cybersecurity & penetration testing and Go-Live
SD Community Power Transition & Handover	End of month 8.5	Transition Sign-Off and SD Community Power user training completed
Phase 2	October 30, 2026	Final wave use case execution, validation complete, and transition

EXHIBIT C
COMPENSATION BILLING RATES

Fees and Payments for the consulting services will be as follows:

I. EDP DEVELOPMENT AND DEPLOYMENT SERVICES

Consulting services for EDP development and deployment shall be invoiced by milestone.

Milestone	Description	Amount
1	Kick off and Discovery completion (Complete)	\$100,000.00
2	Deployment and Release of Iteration 1 to Pre-Prod (Complete)	\$175,770.00
3	Deployment and Release of Iteration 2 to Pre-Prod (Complete)	\$175,770.00
4	Go-Live (Complete)	\$50,000.00
5	Documentation and User training completion (Complete)	\$25,772.00
6	V2 System Enhancements (Complete)	\$52,000
TOTAL MILESTONE PAYMENTS		\$579,312.00

II. EDP MANAGED SUPPORT SERVICES

Support services shall be invoiced monthly, 1 (one) month after the agreed-upon “Phase II” initiation date.

Description	Amount
EDP Managed Support Services	\$26,583.33 per month
TOTAL SUPPORT SERVICES AMOUNT	\$319,000.00

III. EDP PHASE 2 AND 3RD PARTY AUTHENTICATION PAYMENT DETAILS

Milestone	Description	Amount
1	Inception complete + Wave-wise use cases finalized	\$63,250
2	Wave-1 & 2 Use case execution and UAT completion	\$126,500
3	Wave-3 & 4 Use case execution and UAT completion	\$126,500
4	Auth Platform’s	\$24,000
5	Wave-5 & 6 use case execution and UAT completion	\$126,500
6	Final wave use case execution, validation complete, and transition	\$63,250
TOTAL PHASE 2 MILESTONE PAYMENTS		\$530,000

Travel Expenses: shall not exceed **\$40,000.00**

- Consultant shall invoice SDCP for pre-approved airfare and other charges in accordance with SDCP's Travel policy. Invoiced travel and related expenses must include supporting documentation.

Licenses:

- All license costs pre-approved by SDCP necessary during the project duration will be invoiced directly to SDCP and paid to the appropriate vendor.

Additional Costs

- Any additional tools, cloud subscriptions, and software required for the project will need to be pre-approved and procured by SDCP in adherence to SDCP's procurement policy.
- Onsite visits will be charged separately, in accordance with the Travel Expenses terms above.
- Monthly cloud consumption costs are not included in the fixed price and will be invoiced directly to SDCP and paid to the appropriate vendor.
-

EXHIBIT D
SERVICE LEVEL AGREEMENT (SLA)

SUPPORT LEVELS

Level 1 (L1) Support:

L1 support provides initial triage and basic troubleshooting for incoming issues. It is responsible for acknowledging and categorizing incidents and escalating unresolved or complex issues to L2 support.

Level 2 (L2) Support:

L2 support handles advanced technical troubleshooting and resolution of escalated issues. It involves deeper analysis and coordination with engineering teams if necessary.

Level 3 (L3) Support:

L3 support handles code change requests, CI/CD build and deployment activities, critical troubleshooting, and resolution of escalated issues. This involves deeper analysis and coordination with engineering teams when required.

Additionally, the L3 team will work on Phase-2 use case development during available bandwidth. If there is no active work on the EDP Support side, the L3 team will take up Phase-2 use cases based on priority.

SLA STANDARDS

The following SLA standards apply only during Consultant's support hours.

Note: Consultant does NOT provide 24x7 support. SLA timelines apply only within the stated support hours. Any requests received outside this window will be addressed in the next support window.

Response Time

L1 Support

- Critical (P1): Within 45 minutes
- Non-Critical (P2/P3): Within 1–4 hours

L2 and L3 Support

- Escalated P1: Within 1 hour
- P2/P3: Within 4–8 hours

Escalation Time (L1 to L2)

- P1 (Critical): Escalate within 45 minutes to 1 hour
- P2 (High): Escalate within 2–4 hours
- P3 (Medium/Low): Escalate within 1 business day

Compliance Remedies, Penalty Credits and Governance.

Consultant will provide penalty support hours credits if Consultant fails to meet agreed SLA thresholds.

<u>SLA Compliance Compensation Model & Governance</u>
<p>In the event Consultant fails to meet defined SLA thresholds, the following remediation model will be followed:</p> <ul style="list-style-type: none"> • SLA-based support hour credits will be granted for each SLA breach as defined in the below SLA Credit Matrix table. • These SLA credit hours can be applied toward enhancement tasks, backlog resolution(P1/P2/P3) related to the EDP platform. • SLA non-compliance must be attributable to Consultant, and not due to external factors such as upstream system outages or client-side dependencies. • The credited hours will be transparently tracked and reported in the monthly operations report. They must be utilized within 6 months from issuance and within contract period. • SLA timelines are enforced only during Consultant’s official support hours. Tickets submitted outside this window will be addressed during the next available support window.

SLA Credit Matrix

Support	Target Time	Non-Compliance Trigger	Required Hours	Example
L1 – Critical P1	Within 45 min	For 2 P1s or above that missed SLA Target within calendar month	9 hours	<ul style="list-style-type: none"> ➤ For 1 missed P1 no credit hours will apply ➤ For 2 Missed P1s 9 credit hours will apply ➤ For 3 Missed P1s 18 credit hours and so on
L1 – Non-Critical P2	Within 1-4 hours	For 2 P2s or above that missed SLA Target within calendar month	4 hours	<ul style="list-style-type: none"> ➤ For 1 missed P2 no credit hours will apply ➤ For 2 Missed P2s 4 credit hours will apply ➤ For 3 Missed P2s 8 credit hours and so on
L1 – Non-Critical P3	Within 1–4 hours	For 2 P3s or above that missed SLA Target within calendar month	2 hours	<ul style="list-style-type: none"> ➤ For 1 missed P3 no credit hours will apply ➤ For 2 Missed P3s 2 credit hours will apply ➤ For 3 Missed P3s 4 credit hours and so on

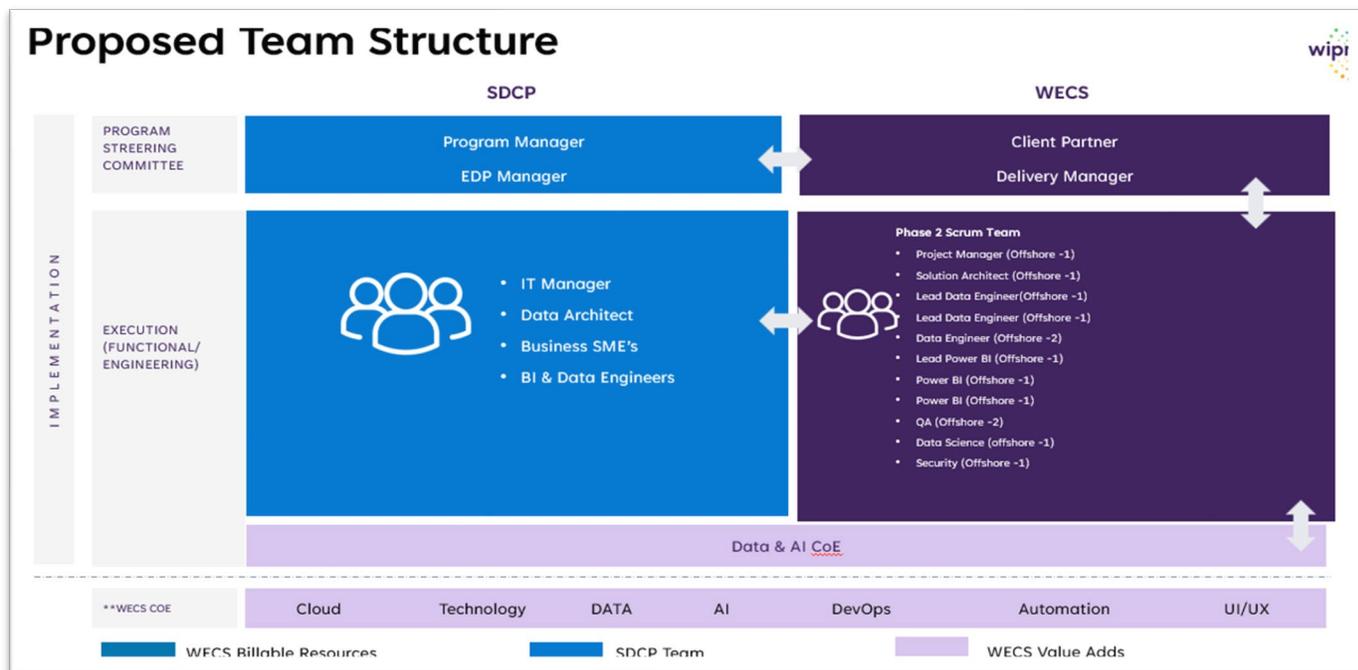
L2 – Escalated P1	Within 1 hour	For 2 P1s or above that missed SLA Target within calendar month	9 hours	<ul style="list-style-type: none"> ➤ For 1 missed P1 no credit hours will apply ➤ For 2 Missed P1s 9 credit hours will apply ➤ For 3 Missed P1s 18 credit hours and so on
L2 – P2	Within 4-8 hours	For 2 P2s or above that missed SLA Target within calendar month	2 hours	<ul style="list-style-type: none"> ➤ For 1 missed P2 no credit hours will apply ➤ For 2 Missed P2s 2 credit hours will apply ➤ For 3 Missed P2s 4 credit hours and so on
L2 – P3	Within 4–8 hours	For 2 P3s or above that missed SLA Target within calendar month	1 hour	<ul style="list-style-type: none"> ➤ For 1 missed P3 no credit hours will apply ➤ For 2 Missed P3s 1 credit hours will apply ➤ For 3 Missed P3s 2 credit hours and so on

Communication Plan and Managed Service Health/Status Report

As part of this managed services engagement, Consultant will track SLA compliance, support ticket volumes, and platform-specific KPIs, and review them during the weekly and monthly review. This enables continuous oversight of platform operations, surfacing actionable insights on system stability, support effectiveness, and service responsiveness.

Status Report: Provide support service visibility - Summarizes all operational activities and issues	<ul style="list-style-type: none"> • Tickets opened, resolved, pending • SLAs met/breached with reason • Highlights from previous week • Risks & blockers • Platform uptime %
Incident & Escalation Tracker: Tracks L1/L2/L3 incident flow and resolution quality	<ul style="list-style-type: none"> • Breakdown of P1/P2/P3 tickets • Time to acknowledge vs resolve • Reopened/residual issues
SLA Compliance Scorecard : SLA tracking and compliance at a glance	<ul style="list-style-type: none"> • SLA adherence % • Category-wise compliance • Historical trend
Platform Health Report: System and pipeline performance	<ul style="list-style-type: none"> • Ingestion success/failure • Infrastructure Utilization Report
Change Request Summary: Track all enhancement/CR activity	<ul style="list-style-type: none"> • New/approved/implemented CRs • All incidents/CR's are tracked using the Monday.com tool provided by SDCP

EXHIBIT G PHASE 2 TEAM STRUCTURE



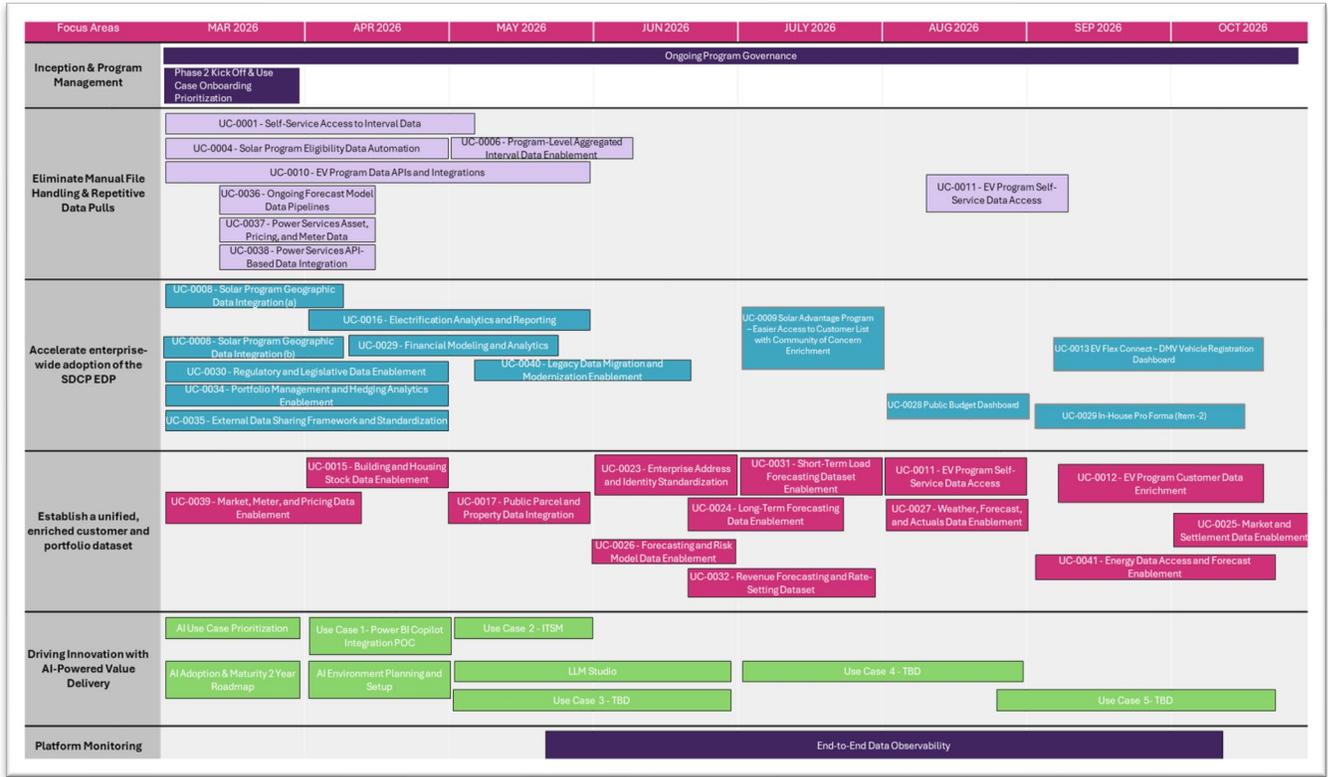
Note:

- Security resources are required only for the last two to three months.
- We are utilizing Infra resources from the Managed Service team.
- Current Team will retain AS IS (Except Infra)
- Including additional Power BI (1), Data Engineer (1), and QA (1) for Phase 2

EXHIBIT H

PHASE 2 IMPLEMENTATION PLAN

Table 1.0 Phase 2 Implementation Plan (Aligned to Use Case Timelines shared by Teams/Owners as per below):



Note: If any User Story Scope Change or any new User Story is added to the existing list, then the release plan will be reviewed.

1. Key Assumptions for EDP Phase 2

The main key assumptions for Phase 2 are as follows:

- a. The required source systems and target data platforms will be available in accordance with the agreed project schedule.
- b. Source systems, vendor feeds, and APIs (e.g., CAISO, Tenaska, PowerCore, Yes Energy, GIS, DMV, Rates, Program systems) will be available in accordance with the agreed Phase 2 schedule.
- c. Non-production and production EDP environments (Data Platform, orchestration, BI, security tools) will be provisioned with appropriate access controls before development, testing, and deployment.

- d. Source-to-target mappings, business rules, and KPI definitions will be provided, reviewed, and approved by SDCP stakeholders before the start of each delivery wave and remain stable within the wave.
- e. Critical data quality rules, reconciliation thresholds, and acceptance criteria for high-impact datasets (interval, revenue, forecasting, settlement, Power Services) will be defined and agreed upon in advance, per wave, to avoid late-stage rework.
- f. Historical data volumes, retention requirements, and refresh frequencies will be confirmed before pipeline development and data movement activities.
- g. SDCP will identify, as needed for each delivery wave, the appropriate business and technical stakeholders to support design alignment, validation, and acceptance activities.
- h. UAT and production sign-off responsibilities will be clearly defined, and formal approvals will be required before each use case is promoted to production.
- i. Security, access controls, and data-sharing approvals (including role-based access and external sharing) will be defined and approved before UAT.
- j. Dependence on upstream platforms or programs may affect sequencing; such dependencies will be managed through the agreed governance and change-control process.
- k. Data provided by third-party vendors will comply with agreed formats, schedules, and service levels; delays or changes may affect delivery timelines.
- l. AI and advanced analytics use cases in Phase 2 are exploratory and will be prioritized based on data readiness, sponsorship, and governance approvals.
- m. Program governance forums, escalation paths, and change control mechanisms will be established at project initiation and used to manage scope, priority changes, and risks.
- n. Any scope changes outside the agreed Phase 2 baseline will be subject to formal change management and may require schedule or commercial adjustments.

Table 2.0 Key Dependencies

Dependency Area (SDCP-Owned)	Dependency Description	Why This Is Critical	SDCP Enablement Required
Source Systems & Vendor Feeds	Availability and stability of source systems and vendor data feeds	All downstream pipelines, datasets, dashboards, and forecasts depend on timely and reliable source data	Ensure source systems, APIs, portals, and file feeds are accessible, stable, and refreshed as agreed

EDP Environments & Access	Provisioning of Dev, QA, and Prod environments, warehouses, roles, and storage in EDP	Development, testing, and production deployment cannot proceed without environments and access.	Provision environments, roles, service accounts, and access approvals before wave execution
API & Integration Endpoints	Availability and readiness of external APIs, credentials, and integration contracts	Delays or changes directly impact ingestion schedules and downstream use cases.	Provide API documentation, credentials, rate limits, and vendor coordination.
Data Quality & Reconciliation Criteria	Agreement on data quality thresholds, reconciliation logic, and validation rules	Phase 1 feedback highlighted the late detection of data issues	Define and approve DQ rules, thresholds, and acceptance criteria upfront
Security, Privacy & Access Controls	Role-based access, data-sharing approvals, and compliance reviews	Delays can block development, UAT, or production promotion	Approve security roles, access requests, and external sharing promptly
Business SME Availability	Availability of Program, Power Services, Finance, Rates, and Regulatory SMEs	UAT, validation, and sign-off depend on SME participation	Nominate named SMEs and ensure availability aligned to the wave schedule
UAT & Production Sign-Off	Timely execution of UAT and formal production approvals	Go-live and milestone completion depend on sign-off	Perform UAT reviews and provide formal sign-off per wave
Upstream Program Dependencies	Dependence on CRM, Rates, billing, or other parallel initiatives	Sequencing issues can block or delay use cases	Communicate dependencies early and align sequencing through governance
Change Control & Governance	Formal handling of scope changes, priority shifts, and sequencing updates	Uncontrolled changes increase delivery risk	Use agreed governance forums and change control process
Release Windows & Freeze Periods	Alignment with SDCP release calendars and blackout periods	Unplanned freezes can delay deployments	Share release windows and participate in release planning
Third-Party Vendor Coordination	Timely responses and adherence to SLAs by external vendors	Vendor delays directly affect critical pipelines	Coordinate with vendors and escalate issues as needed

Knowledge Transfer & Transition	Participation in KT sessions and review of documentation	Ensures smooth handover and operational readiness	Attend KT sessions and validate documentation
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Table 3.0 Risk and Mitigation Plan

Risk Area	Risk Description	Mitigation Approach
Client Dependency Risks	Delays in SDCP-owned source systems, vendor feeds, environment provisioning, or SME availability may block delivery or extend wave timelines.	Early dependency readiness checkpoints, named SDCP owners per dependency, and weekly governance reviews with explicit action tracking.
Data Readiness & Quality Risks	Source data may be incomplete, inconsistent, or unstable, resulting in reconciliation failures or reporting errors.	Shift-left data validation, automated DQ rules, reconciliation thresholds agreed upfront, incremental validation per wave.
Third-Party Vendor Risks	External vendors may change formats, schedules, or availability.	Contracted ingestion patterns, schema validation, vendor SLA tracking, and fallback handling for missing or delayed data.
Stakeholder & SME Availability Risks	Limited SME availability may delay design reviews, UAT, or production sign-off.	Wave-based planning calendar, primary and backup SMEs identified, escalation via program governance for timely decisions.
Testing & UAT Risks	Insufficient test coverage or delayed UAT sign-off may push milestone completion beyond planned dates.	Defined test cycles per wave, early UAT checkpoints, regression focus on impacted datasets, and formal UAT exit criteria.
Security & Compliance Risks	Delays in access approvals or compliance reviews may block access to development or production.	Early security reviews, role-based access validation, and security sign-offs aligned to wave milestones.
Dependency Sequencing Risks	Dependence on upstream programs may preclude the use of dependent use cases.	Explicit dependency mapping, gated sequencing, and re-prioritization through governance when dependencies slip.
Change Scope & Priority Risks	Uncontrolled scope changes or shifting priorities may introduce delivery risk.	Formal change control, impact assessment on schedule and cost, and prioritization through governance forums.

Schedule & Timeline Risks	Cumulative slippage across dependencies, validation, or approvals may impact the Phase 2 timeline.	Milestone-based checkpoints, critical-path tracking, and corrective action plans triggered on variance.
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SAN DIEGO COMMUNITY POWER

Staff Report – Item 17

To: Board of Directors

From: Jack Clark, Chief Operating Officer
Jen Lebron, Senior Director of Public Affairs
Xiomalys Crespo, Senior Community Engagement Manager

Via: Karin Burns, Chief Executive Officer

Subject: Community Benefits Framework

Date: March 26, 2026

Recommendation

Staff recommend that the Board of Directors (Board) receive this informational item to inform them of the development of a Community Benefits Fund Framework, which will be brought forth for Board consideration and approval later this summer.

Background

Community benefits are legally binding provisions of Power Purchase Agreements (PPAs) between developers and Community Power, meant to address a broad range of community needs and ensure that local residents share in the benefits of major developments in their communities. This item provides an overview of Community Power’s Community Benefits Fund, anticipated funding levels, and contractual language governing its use. It is intended to support Community Power’s Board in providing direction to inform the development of a Community Benefit Fund Framework, which will determine the funding priorities, governance structure, and community engagement needed to expend all associated funding.

Over the next three years, Community Power anticipates receiving an estimated \$2.8 million in Community Benefit Funds through provisions negotiated in Power Purchase Agreements (PPAs). Per Community Power’s Joint Powers Agreement, Section 3.2.14, Community Power may “enter into neutrality agreements where SDCP has a proprietary or significant financial interest, negotiate project labor agreements, community benefits agreements and collective bargaining agreements with the local building trades council and other interested parties.” Community Power has entered into contracts providing for community benefits funds:

Figure 1: Anticipated Community Benefit Funds per Project through CY 2028 (updated February 2025)

Vendor	Project	County	Contractual Cash-on-Delivery	Expected Cash-on-Delivery	Amount	Estimated Funding Availability Date
Middle River Power	Enterprise	San Diego	1/1/2026	N/A	\$125,000	3/2/2026
Aypa	Vidal	San Bernardino	3/1/2026	12/31/2026	\$500,000	1/30/2027
SB Energy	Athos	Riverside	1/1/2027	1/1/2027	\$200,000*	3/1/2027
Middle River Power	Border	San Diego	1/1/2026	N/A	\$125,000	3/1/2026
NextEra	YellowPine III	Riverside	6/1/2027	9/1/2027	\$250,000	6/1/2027
Noble Solar	Purple Sage	Clark	6/1/2028	6/30/2027	\$1,000,000**	See footnote.
Aypa	Eusmod	Kern	6/1/2028	N/A	\$100,000	7/31/2028
SB Energy	Pelican's Jaw	Kern	4/1/2027	N/A	\$500,000	9/1/2025
Intersect Power	Darden	Fresno	6/1/2028	6/1/2028	\$100,000	Within first 5 contract years.

* Seller shall make this payment within sixty (60) days of the Commercial Operation Date upon Seller's review of the scope of the initiatives to be funded by Buyer.

** Seller shall make this payment in two parts: (a) Five Hundred Thousand Dollars (\$500,000.00) within sixty (60) days of the commencement of Contract Year 2, and (b) Five Hundred Thousand Dollars (\$500,000.00) within sixty (60) days of the commencement of Contract Year 3

Contractual language governing the use of these funds varies by project but consistently provides broad authority for Community Power and project developers to mutually identify initiatives of community benefit. Allowable uses include housing, education, workforce training, environmental stewardship, and habitat improvement. Certain agreements contain geographic requirements, including language that funds benefit communities within Community Power's service area or adjacent to project sites. General Counsel will interpret permissible uses on a project-by-project basis prior to allocation.

Because these funds are tied to a limited number of PPAs, the funds should be considered one-time funds.

Analysis and Discussion

Community Benefit Funds present an opportunity for Community Power to make investments consistent with its goals and values to advance clean energy, community resilience, and workforce development. Because these are one-time funds, staff is recommending a structure that maximizes long-term community impact without creating ongoing financial obligations and that are consistent with Community Power's strategic goals.

To support receiving feedback from the CAC and direction from the Board, staff has identified initiatives that reflect alignment with contractual allowable uses, feasibility within available funding levels, administrative capacity considerations, and potential for measurable impact.

As part of this process, staff recommends prioritizing community grantmaking, with a focus on advancing targeted Distributed Energy Resources (DER) investments for nonprofits, small businesses, or community-serving facilities in Communities of Concern. This approach could generate long-term energy savings, enhance resilience during outages, and contribute toward Community Power's 150 MW local development goal.

Staff further recommend leveraging and refining the existing Community Clean Energy Grants infrastructure to deploy funds. This recommendation offers administrative efficiency, established partnerships, and flexibility to incorporate further DER and/or workforce priorities through the criteria. Complementary initiatives may include equitable building decarbonization, workforce development partnerships, community solar support, and other comparable models.

After receiving feedback from the CAC and Board direction, Staff anticipates returning in summer 2026 with a proposed Community Benefit Fund Framework on funding priorities, governance structure, and community engagement, specifically.

Funding Usage Considerations

The following considerations require Board direction and will shape the structure of the Framework:

1. **Strategic Alignment:** Use of funding should remain consistent with the agency's strategic goals and, whenever possible, leverage existing programming.
2. **Geographic Scope:** The Board has an opportunity to consider prioritizing Community Power's service territory, communities adjacent to project sites, or an approach that includes both. Additionally, some contracts contain geographic provisions that may require targeted allocations. Expanding funding beyond San Diego County lines may require a program administrator with broader regional capacity and experience.
3. **Permissible Uses and Stakeholder Review:** While Community Power seems to have sole discretion in selecting the initiatives this funding will support, the General Counsel will need to interpret these terms before moving forward. Additionally, some contracts will require a review by the developer of the scope of the initiatives to be funded prior to the release of funds.
4. **Governance and Approval Authority:** General Counsel will need to determine what delegation of authority and approval levels associated with this funding may be needed, which may also include the appropriate role of the developer and a program administrator.

5. **Community Engagement:** While staff will solicit feedback from the CAC and the Board in the development of the Framework, the Board may determine whether additional public engagement is necessary, particularly for projects impacting communities outside of Community Power's service area.
6. **One-Time Funding:** Community Benefits funds are a non-recurring sum of money provided for a specific purpose and without a commitment for future funding. The chosen initiatives should reflect this.

Fiscal Impact

N/A

Strategic Plan

This item supports establishing Community Power as a trusted public agency that collaborates and engages with other local governments and stakeholders; building community relationships and reinvesting in the communities we serve; increasing brand awareness through outreach, education, and strategic communications to help customers understand their energy usage, save money, and utilize customer offerings; and developing and executing effective communications & marketing plans to encourage San Diego residents to take advantage of programs they qualify for to enhance their energy efficiency.

Committee Review

This item was presented and received and filed at the Community Advisory Committee meeting of March 12.

Attachments

N/A



SAN DIEGO COMMUNITY POWER

Staff Report – Item 18

To: Board of Directors

From: Karin Burns, Chief Executive Officer

Subject: Announcement of Investment Grade Credit Rating from S&P Global Ratings

Date: March 26, 2026

Recommendation

Receive and file staff report acknowledging San Diego Community Power’s “A” Issuer Credit Rating with a Stable Outlook from S&P Global Ratings.

Background

Standard & Poor’s (S&P) Global Ratings is a nationally recognized credit rating agency that provides independent, forward-looking opinions on the creditworthiness of public agencies and other debt issuers. A credit rating reflects S&P’s assessment of an entity’s ability and willingness to meet its financial obligations based on financial performance, management practices, and economic conditions. For public agencies, an investment-grade credit rating is important because it enhances credibility with counterparties, investors, expands access to capital markets, and can reduce borrowing costs and improve financial flexibility when issuing debt or entering long-term financial commitments.

Analysis and Discussion

Overview of the Credit Rating

S&P Global Ratings assigned Community Power an “A” Issuer Credit Rating with a Stable Outlook, reflecting S&P’s view of Community Power’s strong enterprise profile, solid financial metrics, and supportive governance framework. The Stable Outlook indicates S&P’s expectation that Community Power will maintain credit characteristics consistent with the “A” category over the intermediate term.

This rating places Community Power firmly within the upper-medium investment-grade category, comparable to other highly rated California Community Choice Aggregators (CCAs) and public power utilities.

S&P's Rationale for the "A / Stable" Rating

S&P's published report and analysis identify several key drivers supporting Community Power's strong credit quality:

1. Large, Diverse, and Economically Resilient Service Territory

S&P cites Community Power's service to nearly 950,000 customer accounts across San Diego County, with no material customer concentration and exposure to a large, diverse metropolitan economy. This scale provides revenue stability and mitigates single-customer risk.

2. Strong Governance and Management Practices

S&P characterizes Community Power's governance as credit-supportive, noting its joint powers authority structure, autonomous rate-setting authority, comprehensive policies, long-term planning practices, and experienced management team.

3. Financial Performance and Liquidity

S&P's analysis reflects Community Power's strong liquidity position, absence of long-term debt at the time of initial rating, and projected financial metrics that align with the "A" category, including fixed-cost coverage and cash-to-operations measures.

4. Resource Portfolio and Climate Risk Profile

S&P notes Community Power's predominantly carbon free power portfolio, limited direct exposure to wildfire liability due to lack of ownership of transmission and distribution assets, and long-term plan to achieve 100% renewable energy by 2035. These factors reduce long-term transition and environmental risk.

5. Rate and Customer Considerations

S&P acknowledges constraints on rate-raising flexibility due to customer affordability considerations but views Community Power's planning, reserves, and governance as sufficient to manage these pressures within the current rating category.

Fiscal Impact

Immediate interest expense savings through the reduction or elimination of approximately \$27 million in standby letter of credit collateral obligations. In addition, a public investment grade credit rating provides Community Power a stronger position in energy market negotiations by expanding the pool of counterparties willing to extend favorable credit terms, enhancing Community Power's leverage in negotiating long-term renewable contracts, and reducing supplier price-adders tied to perceived counterparty credit risk.

Strategic Plan

Achieves Community Power's Strategic Objective of obtaining a public investment grade credit rating by November 2027. The public "A / Stable" credit rating also directly advances Community Power's strategic objectives by:

- Enhancing financial credibility and transparency with customers, regulators, and partners
- Supporting competitive energy procurement and cost containment
- Strengthening Community Power's capacity to invest in clean energy, reliability, and customer programs
- Reinforcing Community Power's role as a financially sound, mission-driven public power agency

The rating validates Community Power's governance, financial discipline, and long-term planning approach and positions the agency for continued growth and resilience.

Committee Review

This report was presented and received and filed at the Finance and Risk Management Committee meeting of March 19.

Attachments

A: S&P Global Ratings – San Diego Community Power, CA: Assigned "A" Issuer Credit Rating; Outlook Stable (March 9, 2026)

ITEM 18
ATTACHMENT A

San Diego Community Power, CA Assigned 'A' Issuer Credit Rating; Outlook Stable

March 9, 2026

- S&P Global Ratings assigned its 'A' issuer credit rating (ICR) to [San Diego Community Power](#) (SDCP), Calif.
- The outlook is stable.

ENGLEWOOD (S&P Global Ratings) March 9, 2026--S&P Global Ratings today took the rating actions listed above.

We believe SDCP's climate transition risk exposure is low, based on its predominantly carbon-free resource portfolio. In calendar 2024, the fuel mix of the CCA's standard offering was 53% eligible renewables (34% solar, 12% wind, and 7% biomass and biowaste), 2% large hydroelectric, and 45% unspecified. SDCP plans for its fuel mix to be 100% from renewable resources by 2035. In our view, SDCP has limited direct exposure to wildfires through California's strict liability standard and inverse condemnation given the absence of ownership of transmission and distribution assets. However, if the infrastructure of the incumbent IOU that provides transmission and distribution service to the CCA is implicated in contributing to a wildfire, we anticipate that liability costs will be socialized across the IOU's and the CCA's customers, which could impair ratemaking flexibility.

We believe SDCP has exposure to social capital factors. The CCA's weighted-average rate of about 150% of the state average is elevated, reducing rate-raising flexibility, particularly given the CCA's elevated percentage of delinquent accounts. Because of the high unpredictability of federal policy--along with the economy's stressors and the associated financial pressures consumers are facing--we are monitoring the strength and stability of utilities' revenue streams for evidence of delinquent payments or other revenue erosion (see: "[Economic Outlook U.S. Q1 2026: Steady As She Goes But On A Narrow Path](#)", Nov. 24, 2025).

We view SDCP's governance structure and risk management as credit-supportive, given the CCA has robust JPA member agreements, full rate-setting autonomy, comprehensive policies and planning, and a sophisticated management team. SDCP has an energy risk management policy, which includes scenario and stress testing, and conservative power supply planning practices, being largely hedged for its forecast load for the next several months. In the next few years, most of SDCP's power supply will be sourced from long-term, fixed-price power supply contracts.

The stable outlook reflects our expectation that SDCP's rates will remain competitive with the incumbent IOU, which will enable the CCA to sustain its large customer base. We also believe that SDCP's significant available reserves will remain healthy, providing flexibility to meet financial obligations.

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We could lower the rating if SDCP's power supply costs increase, potentially either pressuring the CCA's rate competitiveness and/or reducing unrestricted reserves, depending on management's actions. In case of material customer defection away from the CCA, SDCP could be forced to sell surplus contracted power to the market. In the event market prices decrease to a level significantly below that of the CCA's portfolio, SDCP could face significant financial pressure, which may lead us to lower the rating. In addition, if the CCA's FCC is near 1x on a sustained basis, there would be pressure on the rating. We could also lower the rating if delinquent accounts impair cash flow and liquidity.

We do not expect to raise the rating in the next two years given the inherent risks posed by the direct competition for SDCP's entire retail customer base and the elevated delinquencies at the CCA. However, if the CCA's operations result in significant competitive advantages relative to the incumbent IOU over the next several years, while SDCP's FCC materially exceeds forecasts on a sustained basis, we could raise the rating.

Certain terms used in this report, particularly certain adjectives used to express our view on rating relevant factors, have specific meanings ascribed to them in our criteria, and should therefore be read in conjunction with such criteria. Please see Ratings Criteria at <https://disclosure.spglobal.com/ratings/en/regulatory/ratings-criteria> for further information. A description of each of S&P Global Ratings' rating categories is contained in "S&P Global Ratings Definitions" at <https://disclosure.spglobal.com/ratings/en/regulatory/article/-/view/sourceId/504352>. Complete ratings information is available to RatingsDirect subscribers at www.capitaliq.com. All ratings referenced herein can be found on S&P Global Ratings' public website at www.spglobal.com/ratings.

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.

IDSMD – 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.

LTTP – 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.

San Diego Community Power, CA Assigned 'A' Issuer Credit Rating; Outlook Stable

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