

AGENDA

ORANGE COUNTY POWER AUTHORITY MEETING OF THE BOARD OF DIRECTORS

**Wednesday, January 24, 2024
10:00 a.m.**

This meeting will proceed as an in-person meeting at 3349 Michelson Drive, Irvine, CA 92612, Snyder Room (M-08) in Suite 200. In addition, as a convenience to the public, the Orange County Power Authority is also providing an option for members of the public to remotely view and participate in the meeting. Further details are below. Please note that, in the event of a technical issue causing a disruption in the remote participation option, the meeting may continue unless otherwise required by law.

Public Comments: Any member of the public may provide comments to the Orange County Power Authority Board of Directors on any agenda items by requesting to speak during Item 4, or on any matter not appearing on the agenda but within the jurisdiction of the Board by requesting to speak during Item 5. When providing comments to the Board, it is requested that you provide your name and city of residence for the record. Commenters are requested to address their comments to the Board as a whole through the Chair. Comments may be provided in the following manner:

To provide comments during the meeting, in-person attendees, please fill out the public speaker slip and provide it to the clerk at the beginning of the meeting. Before Items 4 and 5, the Chair or Clerk will ask members of the public to join the queue to provide public comment. The queue will remain open for a reasonable amount of time to allow members of the public sufficient time to request to speak and inform the Board of the number of speakers. After such time, the queue will be closed and the members of the public who have joined the queue to speak will be recognized at the appropriate time may speak. To join the queue on Zoom video conference by computer or mobile phone, use the “Raise Hand” feature. If joining the meeting using the Zoom dial-in number, you can raise your hand and join the queue by pressing *9. Members of the public will not be shown on video but will be able to speak when called upon.

Comments shall generally be limited to three minutes when speaking, provided that the Chair may equally reduce each speaker’s time to accommodate a large number of speakers or a large number of agenda items.

Written Communications: If you have a written communication that you wish to be distributed to the Board, please provide it via e-mail to comments@ocpower.org. Written communications are public records and, if received by 5:00 p.m. on the day prior to the meeting, will be distributed to the Board prior to the meeting by either e-mail or hard-copy, posted on the Authority’s website and noted, but not read, at the meeting. Communications received after the 5:00 p.m. deadline will be retained in the Authority’s records.

The public may participate using the following remote options:

ZOOM WEBINAR

Please click the link below to join the webinar:

[Launch Meeting - Zoom](#)

Dial-in: 1-669-900-6833
Webinar ID: 827 3924 7580

1. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

3. **ROLL CALL**

4. **PUBLIC COMMENTS ON AGENDA ITEMS**

Opportunity for members of the public to address the Board on any items on the agenda.

5. **PUBLIC COMMENTS ON NON-AGENDA ITEMS**

Opportunity for members of the public to address the Board on any items not on the agenda but within the jurisdiction of the Board.

6. **ELECTION OF CHAIR AND VICE CHAIR**

Board Members shall select from among themselves a Chair and a Vice-Chair in accordance with the Joint Powers Agreement.

7. **DIRECTOR ANNOUNCEMENTS & REPORTS ON CONFERENCES/EVENTS ATTENDED**

Board Members may briefly provide information to other members of the Board and the public, ask questions of staff, or report on conferences, events, or activities related to Authority business. There is to be no discussion or action taken on comments made by Board Members unless authorized by law.

8. **CLOSED SESSION**

1. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**

Initiation of litigation pursuant to Government Code Section § 54956.9(d)(4):
One (1) potential case

2. **PUBLIC EMPLOYEE APPOINTMENT**

Pursuant to Government Code Section § 54957(b)(1)
Title: Chief Executive Officer

3. **CONFERENCE WITH LABOR NEGOTIATORS**

Agency designated representatives: Fred Jung, Board Chair; Nicholaus Norvell,
General Counsel
Unrepresented employee: Chief Executive Officer

9. **COMMITTEE REPORTS**

1. **COMMUNITY ADVISORY COMMITTEE UPDATE**

Recommended Action:
Receive and file.

2. **CHIEF EXECUTIVE OFFICER RECRUITMENT AD HOC COMMITTEE UPDATE**

Recommended Action:
Receive and file.

10. CONSENT CALENDAR

All items listed under the Consent Calendar are considered to be routine and may be enacted by one motion. Prior to the motion to consider any action by the Board of Directors, any public comments on any of the Consent Items will be heard. There will be no separate action unless members of the Board of Directors request specific items be removed from the Consent Calendar.

1. MINUTES FOR THE REGULAR BOARD MEETING OF DECEMBER 20, 2023

Recommended Action:

Approve as submitted.

2. REGULATORY AND LEGISLATIVE UPDATE

Recommended Action:

Receive and file.

3. APPROVE FIRST AMENDMENT WITH CLEAN PEAKS ENERGY SERVICES, LLC FOR PROFESSIONAL SERVICES

Recommended Action:

Approve First Amendment with Clean Peaks Energy Services, LLC for Professional Services related to the withdrawal of Huntington Beach, for the term of February 14, 2024, through December 31, 2024, for a revised not-to-exceed total of \$187,500.

11. REGULAR CALENDAR

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

1. APPOINTMENT OF BOARD DIRECTOR(S) TO LEGISLATIVE AND REGULATORY COMMITTEE AND MARKETING AND COMMUNICATIONS COMMITTEE

Recommended Action:

Approve the Chair's appointment of Board Director(s) to the Legislative and Regulatory Committee and the Marketing and Communications Committee.

2. APPROVAL OF THE 2024 COMMUNITY ADVISORY COMMITTEE WORK PLAN

Recommended Action:

Approve the Community Advisory Committee 2024 Work Plan.

3. APPROVE AMENDED ENERGY RISK MANAGEMENT POLICY

Recommended Action:

Approve proposed delegated authority revisions to the Energy Risk Management Policy for energy product contract approvals.

4. RATIFY JANUARY RATES EFFECTIVE JANUARY 22, 2024

Recommended Action:

Ratify rates effective January 22, 2024.

5. APPROVAL OF OCPA 2024 RATE DESIGN

Recommended Action:

1. Approve the 2024 OCPA rate design, setting OCPA's Basic Choice rates at a 3% discount compared to Southern California Edison's (SCE) equivalent generation rates, effective February 2024. Establish Smart Choice rates at 1.0 cent per kWh over Basic Choice rates, and 100% Renewable Choice rates at 1.5 cents per kWh over Basic Choice rates.
2. Approve an increase in the discount for OCPA's Basic Choice rates from 3% to 4% relative to SCE's equivalent generation rates, effective October 2024, and conditional upon SCE not making adjustments to their 2024 bundled generation and Power Charge Indifference Adjustment (PCIA) rates in June 2024 that result in a net impact greater than -3% or approximately \$5.3 million decrease to OCPA revenues from June 2024 through December 2024.
3. Authorize OCPA staff to promptly adjust OCPA rates following any updates to SCE's rates, as necessary, to maintain the approved OCPA 2024 rate design for all OCPA customers. Staff shall place a report on the agenda of the next regular board meeting following rate updates, detailing the adjustment, and requesting that the board ratify the adjusted OCPA rates.

6. APPROVE 2024 PRODUCT OFFERINGS

Recommended Action:

Approve the proposed renewable energy content for OCPA's 2024 retail service offerings, which will reflect increased renewable energy delivery under the Basic Choice and Smart Choice service options consistent with the upward trajectory of California's Renewables Portfolio Standard (RPS) procurement mandate.

12. STAFF REPORT

Staff 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, but the Board may not take any action. There is to be no other discussion or action taken unless authorized by law.

13. ADJOURNMENT

Compliance with the Americans with Disabilities Act

Board of Directors meetings comply with the protections and prohibitions of the Americans with Disabilities Act. Individuals with a disability who require a modification or accommodation, including auxiliary aids or services, in order to participate in the public meeting may contact 949-263-2612. Requests for disability-related modifications or accommodations require different lead times and should be provided at least 72-hours in advance of the public meeting.

Availability of Board Documents

Copies of the agenda and agenda packet are available at www.ocpower.org. Late-arriving documents related to a Board meeting item which are distributed to a majority of the Board prior to or during the Board meeting are available for public review as required by law. Public records, including agenda-related documents, can be requested electronically at clerk@ocpower.org or by mail to 15642 Sand Canyon Avenue, P.O. Box 54283, Irvine, CA 92619-4283. The documents may also be posted at the above website. Such public records are also available for inspection, by appointment, at 3349 Michelson Drive, Suite 200, Irvine, CA 92612. Please contact clerk@ocpower.org to arrange an appointment.

ORANGE COUNTY POWER AUTHORITY
Staff Report – Item 9.1

To: Orange County Power Authority Board of Directors

From: Linda Kraemer, Community Engagement Manager
Andrew Di Giovanna, External Affairs Manager

Subject: COMMUNITY ADVISORY COMMITTEE UPDATE

Date: January 24, 2024

RECOMMENDED ACTION

Receive and file.

BACKGROUND

The Community Advisory Committee (CAC) met on Monday, January 8, 2024. Staff or a member of the CAC will provide an update on the CAC.

FISCAL IMPACT

None

ATTACHMENT

None

ORANGE COUNTY POWER AUTHORITY
Staff Report – Item 9.2

To: Orange County Power Authority Board of Directors

From: Nicholaus Norvell, General Counsel

Subject: CHIEF EXECUTIVE OFFICER RECRUITMENT AD HOC UPDATE

Date: January 24, 2024

RECOMMENDED ACTION

Receive and file.

BACKGROUND

The Chief Executive Officer Recruitment Ad Hoc Committee or General Counsel will provide an update regarding the recruitment of a Chief Executive Officer.

FISCAL IMPACT

None

ATTACHMENT

None



**MINUTES
REGULAR MEETING
BOARD OF DIRECTORS
ORANGE COUNTY POWER AUTHORITY**

Wednesday, December 20, 2023

1. CALL TO ORDER

Vice Chair Treseder called to order the Regular Meeting of the Orange County Power Authority Board of Directors at 10:07 a.m. on Wednesday, December 20, 2023.

2. PLEDGE OF ALLEGIANCE

Director McKeon led the Pledge of Allegiance.

3. ROLL CALL

Present:	Director Casey McKeon	City of Huntington Beach
	Alt. Director Connor Traut	City of Buena Park
	Director Tammy Kim	City of Irvine
	Vice Chair Kathleen Treseder	City of Irvine
	Chair Fred Jung	City of Fullerton arrived at 10:08 a.m.

4. PUBLIC COMMENTS ON AGENDA ITEMS

Charlie Jackson

5. PUBLIC COMMENTS ON NON-AGENDA ITEMS

Walter Nobrega

Vice Chair Treseder corrected her statement that OCPA delivers 95.5 percent to its jurisdiction. The correct delivery percentage is 95.6.

6. DIRECTOR ANNOUNCEMENTS & REPORTS ON CONFERENCES/EVENTS ATTENDED

None

7. COMMITTEE REPORTS

1. COMMUNITY ADVISORY COMMITTEE UPDATE

Interim CEO Mosca provided the report from their December 11, 2023, Committee Meeting.

2. CHIEF EXECUTIVE OFFICER RECRUITMENT AD HOC COMMITTEE UPDATE

General Counsel Norvell provided a brief update with the CEO recruitment process.

8. CONSENT CALENDAR

ACTION

Vice Chair Treseder made the motion, seconded by Director Kim to:

Approve consent calendar items 8.1 – 8.6.

The motion carried unanimously by the following 5-0 vote:

Ayes: Chair Jung, Vice Chair Treseder, Director Kim,
Director McKeon, Alt. Director Traut
Noes: None
Absent: None

1. MINUTES FOR THE SPECIAL BOARD MEETING OF NOVEMBER 8, 2023

Action Taken:
Approved as submitted.

2. MINUTES FOR THE REGULAR BOARD MEETING OF NOVEMBER 20, 2023

Action Taken:
Approved as submitted.

3. MINUTES FOR THE SPECIAL BOARD MEETING OF NOVEMBER 29, 2023

Action Taken:
Approved as submitted.

4. RISK OVERSIGHT COMMITTEE UPDATE

Action Taken:
Received and filed.

5. PUBLIC RECORDS ACT REPORT

Action Taken:
Received and filed.

6. APPROVE FINANCIAL ACCOUNTING SERVICES AGREEMENT WITH MAHER ACCOUNTANCY

Action Taken:

1. Authorized the CEO to execute a one-year Agreement with Maher Accountancy for Financial Accounting Services, effective January 1, 2024 through December 31, 2024, including the option to extend for four additional one-year terms, subject to satisfactory performance and mutual agreement, with a not-to-exceed amount of \$268,000 for Calendar Year 2024, excluding the reimbursement of accounts payable subscriptions and transaction system fees billed by third-party vendors at cost.
2. Authorized the CEO to negotiate and approve changes in the annual compensation and not-to-exceed amounts for potential option periods from January 1, 2025 through December 31, 2028, as may be necessary for potential scope increases due to the Orange County Power Authority (OCPA) service area expansion, including the integration of additional Investor-owned Utilities (IOUs), such as San Diego Gas & Electric (SDG&E); provided that any increases in compensation and not-to-exceed amounts shall not exceed the percentages by which OCPA's number of customers is anticipated to increase during the upcoming year and annual increases in the Consumer Price Index for the Los Angeles-Orange County area.

9. REGULAR CALENDAR

1. ADOPT THE 2024 MEETING SCHEDULE

Interim CEO Mosca provided a brief summary of this item.

Vice Chair Treseder made the motion, seconded by Director Kim to:

Adopt Resolution No. 2023-08, A Resolution of the Board of Directors of Orange County Power Authority Establishing Regular Meetings of the Board of Directors for 2024.

The motion carried unanimously by the following 5-0 vote:

Ayes:	Chair Jung, Vice Chair Treseder, Director Kim, Director McKeon, Alt. Director Traut
Noes:	None
Absent:	None

2. ADOPT THE FINANCIAL AUDIT REPORT FOR THE FISCAL YEAR ENDED JUNE 30, 2023

CFO Tiffany Law provided a brief summary for the presentation and introduced Brett Bradford, CPA of P&B LLP, who further provided the summary of this item.

Chair Jung congratulated staff, especially CFO Law and her team for the great work.

Vice Chair Treseder made the motion, seconded by Director Kim to:

Adopt the OCPA Year-End Financial Statements and Independent Auditor's Report for the fiscal year ended June 30, 2023, from Piseni & Brinker, LLP.

The motion carried unanimously by the following 5-0 vote:

Ayes:	Chair Jung, Vice Chair Treseder, Director Kim, Director McKeon, Alt. Director Traut
Noes:	None
Absent:	None

3. ADOPT 2024 OCPA LEGISLATIVE AND REGULATORY POLICY PLATFORM

Regulatory and Legislative Manager Steven Halligan provided a summary of this item.

Chair Jung would like to tighten the language on the DEI decarbonization item.

Vice Chair Treseder appreciated the report. She supports reforming the resource adequacy program. She would like to advocate for changing how greenhouse gases are accounted for when the energy comes from out of state on our power labels.

Alternate Director Traut made the motion, seconded by Vice Chair Treseder to:

Adopt 2024 OCPA Legislative and Regulatory Policy Platform.

The motion carried unanimously by the following 5-0 vote:

Ayes:	Chair Jung, Vice Chair Treseder, Director Kim, Director McKeon, Alt. Director Traut
Noes:	None
Absent:	None

10. STAFF REPORT

Interim CEO Mosca highlighted that the next board meeting would be on January 24, 2024, at the OCPA office location at 3349 Michelson Drive, Suite 200. The 2024 Rate Design will be on the January agenda because we have not received the necessary SCE data. He also introduced the two new staff members Saul Viramontes, Management Analyst, and Linda Kraemer, Community Engagement Manager. Interim CEO Mosca reported that OCPA offices would be closed for the Christmas holiday, the last week of December and reopening after New Year's day. He wished everyone on behalf of the OCPA team, happy holidays.

11. ADJOURNMENT

Chair Jung stated that he was profoundly grateful to the staff and the public for giving OCPA a second chance to climb the mountain and get things right. He also thanked the Board members for their knowledge and participation.

There being no further business to come before the Board, Chair Jung adjourned the December 20, 2023, Orange County Power Authority Board Regular meeting at 10:41 a.m.

Submitted by:

Pat Jacquez-Nares, Authority Secretary

ORANGE COUNTY POWER AUTHORITY
Staff Report – Item 10.2

To: Orange County Power Authority Board of Directors

From: Steven Halligan, Regulatory and Legislative Manager

Subject: REGULATORY AND LEGISLATIVE UPDATE

Date: January 24, 2024

RECOMMENDED ACTION

Receive and File.

REGULATORY UPDATE

Orange County Power Authority (OCPA) staff are monitoring several ongoing regulatory proceedings at the California Public Utilities Commission (CPUC). A brief description of the proceeding and any current status updates are provided below.

Affordability – R.18-07-006

A Proposed Decision (PD) extending the statutory deadline to December 31, 2024, was issued on December 4, 2023. The PD was voted on at the Commission’s December 14, 2023, Business Meeting. The Assigned Commission issued a [Ruling](#) on December 13, 2023, requesting feedback on the use and implementation of the adopted Affordability Framework within Commission proceedings and in the annual Affordability Report. This includes feedback from parties to other proceedings where the affordability metrics have been introduced and analyzed. The Ruling requested Comments by January 25, 2024, with replies due February 16, 2024.

BioMAT – R.22-10-010

OCPA, along with the California Community Choice Association (CalCCA) and other Community Choice Aggregators (CCAs), met with CPUC’s Energy Division, the investor-owned utilities (IOUs), and Accion (the webpage and potential third-party administrator vendor) on December 14, 2023, to discuss implementation details.

A joint CCA Tier 2 Advice Letter (AL) requesting approval of pro forma program documents is due January 29, 2024. The central website and standard framework for CCA webpages is to be developed by February 28, 2024.

Demand Flexibility – R.22-07-005

On December 18, 2023, an Administrative Law Judge (ALJ) Ruling invited party comments on the timing of implementation of the first version of the Income-Graduated Fixed Charges (IGFC). The ruling requests from IOUs information on proposed budgets for implementing the first version

of the IGFC as well as information from parties on the potential impact of delaying IGFC implementation beyond year-end 2025.

Disconnections– R.18-07-005

On December 29, 2023, the IOU's submitted AL's proposing changes to the Arrearage Management Plan to incorporate best practices.

General Order (GO) 156 – R.21-03-010

OCPA will be sending out our annual Supplier Diversity Survey in February and submitting our annual report to the CPUC by the March 1, 2024 deadline.

Integrated Resource Planning (IRP) – R.20-05-003

The Energy Division hosted a workshop on December 8, 2023 to discuss the busbar mapping methodology used to map resources in the Preferred System Plan to specific locations. CalCCA filed reply comments on December 1, 2023 highlighting several recommendations including that the CPUC should provide additional clarity on import assumptions and that CPUC should not adopt a Planning Reserve Margin applied to IRP requirements.

Provider of Last Resort– R.21-03-011

OCPA is awaiting a PD that was expected in October 2023.

Renewables Portfolio Standard (RPS) Program – R.18-07-003

The IOUs each filed Advice Letters (SCE AL 5173-E, PGE AL 7105-E, SDG&E AL 4345-E) on December 19, 2023, recommending against any future Voluntary Allocation and Market Offers on the basis that they have no "excess" RPS to offer. CalCCA filed protests to each advice letter on January 8, 2024, disputing the IOUs' interpretation of the calculation of "excess" under the Power Charge Indifference Adjustment (PCIA) Phase 2 Decision.

Resource Adequacy (RA)– R.21-10-002 and R.23-10-011

Proposals are due January 19, 2024. Energy Division report on Slice of Day framework will be released February 1, 2024. Workshops on proposals will take place in early February. Comments on proposals are due February 23, 2024. Reply comments on proposals are due March 8, 2024. A proposed decision is expected May 2024 and a decision in June 2024.

Energy Resource Recovery Account (ERRA) Compliance

Southern California Edison (SCE) ERRA compliance rebuttal testimony is due January 31, 2024.

ERRA Forecast

OCPA continues to monitor the SCE ERRA forecasts to ensure accuracy of forecast account balances and rates and cost calculations in workpapers. Also, to ensure costs are attributed to the proper PCIA vintages and properly between bundled and unbundled customers.

General Rate Case (GRC)

OCPA continues to participate in the SCE GRC to ensure accuracy and reasonableness of forecast of costs, ensure revenue requirements are properly allocated to PCIA vintages, and ensure costs are properly allocated across major work categories. SCE 2025 GRC intervenor testimony is due on February 29, 2024.

LEGISLATIVE UPDATE

OCPA staff met with the CalCCA Legislative Committee in October 2023 to begin planning and preparing for the 2024 legislative year. In February, OCPA staff will be attending CalCCA annual lobby day in Sacramento.

The Legislature reconvened on Wednesday, January 3rd to officially start the second year of the two-year legislation session. OCPA will monitor and comment on pertinent legislation as it moves through the legislative cycle.

California Governor Gavin Newsom is expected to present his proposed budget in mid-January as the state faces an estimated \$68 billion shortfall according to the Legislative Analyst's Office. The Governor released the 2024-25 proposed budget summary on January 10. The Administration estimates a shortfall of \$37.9 billion in 2024 due to the substantial decline in the stock market that drove down revenues in 2022 and the unprecedented delay in critical income tax collections. The proposed budget draws \$13.1 billion from reserves and proposes reductions of \$8.5 billion including, \$2.9 billion in various climate reductions.

FISCAL IMPACT

None

ATTACHMENTS

None

ORANGE COUNTY POWER AUTHORITY
Staff Report – Item 10.3

To: Orange County Power Authority Board of Directors

From: Joe Mosca, Interim Chief Executive Officer

Subject: APPROVE FIRST AMENDMENT WITH CLEAN PEAKS ENERGY SERVICES, LLC FOR PROFESSIONAL SERVICES

Date: January 24, 2024

RECOMMENDED ACTION

Approve First Amendment with Clean Peaks Energy Services, LLC for Professional Services related to the withdrawal of Huntington Beach, for the term of February 14, 2024, through December 31, 2024, for a revised not-to-exceed total of \$187,500.

BACKGROUND

On May 16, 2023, the Huntington Beach City Council voted to withdraw from Orange County Power Authority (OCPA). On August 14, 2023, OCPA executed an agreement with Clean Peaks Energy Services, LLC (Clean Peaks) for Professional Services related to the withdrawal and the return of Huntington Beach ratepayers to Southern California Edison (SCE). The initial term of the agreement was from August 14, 2023, through February 13, 2024, with a not-to-exceed (NTE) total of \$97,500.

Prior to establishing the agreement with Clean Peaks, staff contacted four (4) additional energy advisors who declined to submit a proposal or were unable to perform the required work. Ultimately, Clean Peaks was contracted under a sole source agreement on the basis that it was justifiably in the best interest of OCPA to timely contract with a project manager capable of managing the complex and time-sensitive project of returning Huntington Beach ratepayers to SCE. Clean Peaks has also assisted with implementation of the Huntington Beach City Council's October 23, 2023, action to opt-down and change the standard plan for ratepayers within the city to Basic Choice (38% renewable energy), down from 100% renewable energy.

ANALYSIS AND DISCUSSION

Due to the complexity, level of precision needed, and sensitive nature of returning Huntington Beach ratepayers to Southern California Edison, staff recommends continuing the agreement with Clean Peaks. Staff continues to be satisfied with Clean Peaks' performance under the current agreement and is requesting that the Board increase the NTE amount by \$90,000, which is intended to be sufficient for the remainder of the project. In addition to the extension of the term and NTE amount, this First Amendment includes minor modifications to the scope of services to better reflect the work being performed for the remainder of the project.

Staff forecasts the majority of the scope of services under this agreement will be finalized at the end of the summer of 2024; however, staff considers it prudent to extend the contract term an additional five (5) months through the end of the year to ensure Clean Peaks is available for any additional follow up validation related to the return.

FISCAL IMPACT

The additional NTE of \$90,000 will be funded by Huntington Beach withdrawal fees and will not impact the FY2023/24 or FY2024/25 budgets.

ATTACHMENT

Attachment A – First Amendment to Agreement with Clean Peaks Energy Services, LLC

Attachment B – Amended Scope of Services (Redline)

Attachment C – Agreement with Clean Peaks Energy Services, LLC

Attachment D – Sole Source Form

**FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN
ORANGE COUNTY POWER AUTHORITY AND
CLEAN PEAKS ENERGY SERVICES, LLC.**

THIS FIRST AMENDMENT (“**Amendment**”) is entered into effective as of January 24, 2024 (“**Amendment Effective Date**”), by and between the ORANGE COUNTY POWER AUTHORITY, a California joint powers authority (“**Authority**”) and CLEAN PEAKS Energy Services, LLC., a Limited Liability Company, (“**Consultant**”). Authority and Consultant are sometimes individually referred to herein as the “**Party**” and collectively as the “**Parties**.”

RECITALS

A. The Parties entered into that certain Professional Services Agreement between Authority and Consultant, dated August 14, 2023 (“**Agreement**”).

B. Pursuant to the Agreement, Consultant provides professional services related to Authority’s return of customers receiving retail electricity service within the City of Huntington Beach to Southern California Edison.

C. The Parties desire to amend the Agreement to extend the term and increase the not-to-exceed amount of compensation payable to Consultant.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and between the Parties as follows:

1. **Amendment 1 to the Agreement.** The Parties hereby agree to amend Professional Service Agreement as follows:
 - a. Section 1.2. Section 1.2 of the Agreement is amended to extend the term of the agreement from February 13, 2024, through December 31, 2024.
 - b. Section 3.1. Section 3.1 of the Agreement is amended to increase the not-to-exceed amount payable by the Authority to Consultant for Consultant’s services by an additional Ninety Thousand Dollars (\$90,000).
2. **Exhibit A.** Exhibit A of the Agreement is amended to reflect the work required to close out the Project, as shown in Exhibit A-1, attached hereto and incorporated herein.
3. **Capitalized Terms.** Any capitalized terms not defined herein shall have the meanings set forth in the Agreement.

4. **Counterparts.** This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.
5. **Full Force.** Except as expressly set forth herein, the Agreement shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this First Amendment to the Professional Services Agreement between Orange County Power Authority and Clean Peaks Energy Services, LLC. as of the date first set forth above.

**ORANGE COUNTY POWER
AUTHORITY, a California joint powers
authority**

**CLEAN PEAKS ENERGY SERVICES,
LLC, a California company**

Name: _____
Title: _____
Date: _____

Name: _____
Title: _____
Date: _____

APPROVED AS TO FORM:

General Counsel

EXHIBIT A-1
SCOPE OF SERVICES

- Provide project management services related to OCPA's return of customers receiving retail electricity service within the City of Huntington Beach to SCE.
- Develop and maintain project plans and define priorities needed to oversee and administer the return of City of Huntington Beach customers in conjunction with OCPA and its consultants, vendors, and SCE, including, but not limited to, customer return, billing and collections, data management, energy contracts, and other related tasks.
- Schedule and attend weekly progress meetings.
- Organize meetings and request data, information, and reports directly with OCPA staff, consultants, vendors, and SCE as needed.
- Review and comment on SCE plans and documentation regarding the return of customers.
- Prepare and update return schedule and associated tasks and task completion.
- Communicate with the Energy Division staff at the California Public Utilities Commission, California Energy Commission, and other agencies, and review and comment on agency plans and documentation.
- Communicate with and provide information to the City of Huntington Beach.
- Provide support in evaluating the potential impact of customer returns on the overall power portfolio.
- Participate in a comprehensive reevaluation of the long-term load forecast in light of the customer return to SCE.
- Collaborate with OCPA and its consultants including power portfolio service provider to assess the impact of customer returns on future energy demand.
- Devise strategies to minimize the impact on HB customers during the transition.
- Establish a comprehensive system to track all costs incurred during the return process. Regularly update cost records and communicate the financial status to relevant stakeholders.
- Assist in re-evaluating stranded Resource Adequacy costs, if applicable.
- Prepare staff reports for the board, outlining the return progress. Present key findings, analyses, and recommendations to the board related to the return of City of Huntington Beach customers to SCE.
- Provide data analysis as needed or requested by OCPA for HB's transition back to SCE.
- Assist OCPA in ensuring that all HB customers receive required notifications.
- Coordinate with OCPA staff to identify and resolve HB account issues prior to their respective return periods.
- Monitor the progress of HB accounts returning to SCE, ensure adherence to scheduled disconnect dates, and verify that final billing has been completed.
- Assist OCPA in ensuring that load and forecast reporting accurately reflects the return of HB accounts.

EXHIBIT A SCOPE OF SERVICES

- Provide project management services related to OCPA's return of customers receiving retail electricity service within the City of Huntington Beach to SCE.
- Develop and maintain project plans and define priorities needed to oversee and administer the return of City of Huntington Beach customers in conjunction with OCPA and its consultants, vendors, and SCE, including, but not limited to, customer return, billing and collections, data management, energy contracts, and other related tasks.
- Schedule and attend weekly progress meetings.
- Organize meetings and request data, information, and reports directly with OCPA staff, consultants, vendors, and SCE as needed.
- Review and comment on SCE plans and documentation regarding the return of customers.
- Prepare and update return schedule and associated tasks and task completion.
- Communicate with the Energy Division staff at the California Public Utilities Commission, California Energy Commission, and other agencies, and review and comment on agency plans and documentation.
- Communicate with and provide information to the City of Huntington Beach.
- ~~Collaborate with OCPA and its consultants and vendors, including power portfolio service provider to analyze and determine the optimal time to return customers to SCE.~~ Provide support in evaluating the potential impact of customer returns on the overall power portfolio.
- Participate in a comprehensive reevaluation of the long-term load forecast in light of the customer return to SCE.
- Collaborate with OCPA and its consultants including power portfolio service provider to assess the impact of customer returns on future energy demand.
 - ~~Conduct a thorough analysis of Net Energy Metering (NEM) or similar customer accounts to determine the best time for their return, considering annual true-up procedures.~~
- Devise strategies to minimize the impact on ~~those HB~~ customers during the transition.
 - ~~Analyze when new customers should stop opting into OCPA.~~
- Establish a comprehensive system to track all costs incurred during the return process. Regularly update cost records and communicate the financial status to relevant stakeholders.
- Assist in re-evaluating stranded Resource Adequacy costs, if applicable.
- Prepare staff reports for the board, outlining the return progress. Present key findings, analyses, and recommendations to the board related to the return of City of Huntington Beach customers to SCE.
- Provide data analysis as needed or requested by OCPA for HB's transition back to SCE.
- Assist OCPA in ensuring that all HB customers receive required notifications.
- Coordinate with OCPA staff to identify and resolve HB account issues prior to their respective return periods.
- Monitor the progress of HB accounts returning to SCE, ensure adherence to scheduled disconnect dates, and verify that final billing has been completed.
- Assist OCPA in ensuring that load and forecast reporting accurately reflects the return of HB accounts.

ORANGE COUNTY POWER AUTHORITY PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“**Agreement**”) is made and entered into on August 14, 2023, by and between ORANGE COUNTY POWER AUTHORITY, a California joint powers authority (“**Authority**”) and CLEAN PEAKS Energy Services, a Limited Liability Company (“**Consultant**”). Authority and Consultant are sometimes individually referred to as “**Party**” and collectively as “**Parties**.”

RECITALS

- A. Consultant desires to perform and assume responsibility for the provision of certain professional services required by Authority on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing project management services, is licensed in the State of California, and is familiar with the plans of Authority.
- B. Authority desires to engage Consultant to render such professional services related to OCPA’s return of customers receiving retail electricity service within the City of Huntington Beach to SCE (“**Project**”) as set forth in this Agreement.

AGREEMENT

1. Scope of Services and Term.

1.1 General Scope of Services. Consultant promises and agrees to furnish to Authority all labor and services and incidental and customary work necessary to fully and adequately supply assist the Authority the implementation services necessary for the Project (“**Services**”). The Services are more particularly described in Exhibit A attached hereto, and which are stated in the proposal to Authority. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto, and all applicable local, state and federal laws, rules and regulations.

1.2 Term. The term of this Agreement shall be from August 14, 2023 to February 13, 2024, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines.

2. Responsibilities of Consultant.

2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Authority 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 Authority 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 expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit B 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, Authority shall respond to Consultant's submittals in a timely manner. Upon request of Authority, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

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

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

Bryson Allen

2.5 Authority's Representative. Authority hereby designates the Chief Executive Officer, or designee, to act as its representative for the performance of this Agreement ("**Authority's Representative**"). Authority's Representative shall have the power to act on behalf of Authority for all purposes under this Agreement. Consultant shall not accept direction or orders from any person other than Authority's Representative, or designee.

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

2.7 Coordination of Services. Consultant agrees to work closely with Authority staff in the performance of Services and shall be available to Authority'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. Finally, Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from Authority, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its subcontractors who is determined by Authority to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to Authority, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

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

2.10 Insurance.

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

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

duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

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

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

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

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

(A) General Liability.

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

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

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

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

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

(C) Workers’ Compensation and Employers Liability Coverage.

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

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

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

(i) The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess

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

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

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

(iv) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by Authority, 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, Authority has the right but not the duty to obtain the insurance it deems necessary and any premium paid by Authority will be promptly reimbursed by Consultant or Authority will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, Authority may cancel this Agreement. Authority may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(vi) Neither Authority 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 shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to Authority, its directors, officials, officers, employees, agents and volunteers.

2.10.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured

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

2.10.7 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 Authority.

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

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

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

3. Fees and Payments.

3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit C, attached hereto. The total compensation shall not exceed \$97,500 without written approval of Authority's Board of Directors. 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 Authority a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. Authority shall, within 45 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 Authority.

3.4 Extra Work. At any time during the term of this Agreement, Authority may request that Consultant perform Extra Work. As used herein, “**Extra Work**” means any work which is determined by Authority to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from Authority’s Representative.

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

5. **General Provisions.**

5.1 Termination of Agreement.

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

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

5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, Authority may procure, upon such terms and in such manner as it may

determine appropriate, services similar to those terminated.

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

Consultant:

Clean Peaks Energy Services LLC
1844 Mission Cliff Dr
San Diego, CA 92116

Authority:

Orange County Power Authority
15642 Sand Canyon Ave.
P.O. Box 54283
Irvine, CA 92619-4283

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

5.3 Ownership of Materials and Confidentiality.

5.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for Authority to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement (“**Documents & Data**”). Consultant shall require all subcontractors to agree in writing that Authority is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by Authority. Authority 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 Authority’s sole risk.

5.3.2 Intellectual Property. In addition, Authority shall have and retain all right, title and interest (including copyright, patent, trade secret and other proprietary rights) in all plans, specifications, studies, drawings, estimates, materials, data, computer programs or software and

source code, enhancements, documents, and any and all works of authorship fixed in any tangible medium or expression, including but not limited to, physical drawings or other data magnetically or otherwise recorded on computer media (“**Intellectual Property**”) prepared or developed by or on behalf of Consultant under this Agreement as well as any other such Intellectual Property prepared or developed by or on behalf of Consultant under this Agreement.

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

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

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

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

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

5.3.4 Infringement Indemnification. Consultant shall defend, indemnify and hold Authority, 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 Authority of the Documents & Data, including any method, process, product, or concept specified or depicted.

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

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

5.6 Indemnification.

5.6.1 To the fullest extent permitted by law, Consultant shall defend (with counsel of Authority's choosing), indemnify and hold the Authority, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against Authority, its directors, officials, officers, employees, agents or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against Authority or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse Authority and its directors, officials, officers, consultants, employees, agents and/or volunteers, for any and all legal expenses and costs, including reasonable attorneys' fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the Authority, its officials, officers, employees, agents, or volunteers. This section shall survive any expiration or termination of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

her service with Authority, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

**ORANGE COUNTY POWER
AUTHORITY**

**CLEAN PEAKS ENERGY SERVICES
LLC**

By : Joseph M. Mosca
Name: Joseph M. Mosca
Title: Interim Chief Executive Officer

By : [Signature]
Name: _____
Title: _____

ATTEST:

Pat Jacquez-Nares
Secretary Authority Board of Directors

APPROVED AS TO FORM:

General Counsel

**A corporation requires the signatures of two corporate officers.*

One signature shall be that of the Chairman of Board, the President or any Vice President, and the second signature (on the attest line) shall be that of the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer of such corporation.

If the above persons are not the intended signators, evidence of signature authority shall be provided to Authority.

EXHIBIT A

SCOPE OF SERVICES

- Provide project management services related to OCPA's return of customers receiving retail electricity service within the City of Huntington Beach to SCE.
- Develop and maintain project plans and define priorities needed to oversee and administer the return of City of Huntington Beach customers in conjunction with OCPA and its consultants, vendors, and SCE, including, but not limited to, customer return, billing and collections, data management, energy contracts, and other related tasks.
- Schedule and attend weekly progress meetings.
- Organize meetings and request data, information, and reports directly with OCPA staff, consultants, vendors, and SCE as needed.
- Review and comment on SCE plans and documentation regarding the return of customers.
- Prepare and update return schedule and associated tasks and task completion.
- Communicate with the Energy Division staff at the California Public Utilities Commission, California Energy Commission, and other agencies, and review and comment on agency plans and documentation.
- Communicate with and provide information to the City of Huntington Beach.
- Collaborate with OCPA and its consultants and vendors, including power portfolio service provider to analyze and determine the optimal time to return customers to SCE. Provide support in evaluating the potential impact of customer returns on the overall power portfolio.
- Participate in a comprehensive reevaluation of the long-term load forecast in light of the customer return to SCE.
- Collaborate with OCPA and its consultants including power portfolio service provider to assess the impact of customer returns on future energy demand.
- Conduct a thorough analysis of Net Energy Metering (NEM) or similar customer accounts to determine the best time for their return, considering annual true-up procedures.
- Devise strategies to minimize the impact on those customers during the transition.
- Analyze when new customers should stop opting into OCPA.
- Establish a comprehensive system to track all costs incurred during the return process. Regularly update cost records and communicate the financial status to relevant stakeholders.
- Assist in re-evaluating stranded Resource Adequacy costs, if applicable.
- Prepare staff reports for the board, outlining the return progress. Present key findings, analyses, and recommendations to the board related to the return of City of Huntington Beach customers to SCE.

EXHIBIT B

SCHEDULE OF SERVICES

All services to occur between August 14, 2023 and February 13, 2024

EXHIBIT C
COMPENSATION BILLING RATES

<u>Name</u>	<u>Title</u>	<u>Hourly Rate</u>
Bryson Allen		\$250

Total Not to Exceed: \$97,500

Sole Source Justification

NOTE: Contact CEO or CFO and discuss your rationale before completing this form.

This completed/approved form must be attached to purchase requests or contracts when competitive quotes/bids/proposals are not solicited as required by Procurement Policy.

Type of Transaction: ☐ Purchase ☒ Service
☐ Purchase – IT ☐ Service - IT
(Computers, Software) (Computer maintenance, programming)

Justification for: ☒ Sole Source (Item or service only available from one vendor/source)
☐ Sole Brand (bids to be solicited for specified brand only)

Requested Vendor: Clean Peaks Energy Services

Requested Item/Service Project Management services related to OCPA's return of customers to HB

Price (Estimated) \$ 90,000

Period of Performance: 2/14/2024 - 12/31/2024

Orange County Power Authority (OCPA) is committed to a program of active competition in the purchase of supplies, equipment and services, and require that all purchases/contracts over \$10,000 be open and competitive. A sole source/brand request cannot be considered unless it clearly demonstrates that no other comparable products or sources can meet the functional needs of OCPA. Preference of a particular brand or source or time constraints may not be used as reasons for bypassing normal purchasing procedures. Please be aware that submittal of this form with departmental signatures does not necessarily constitute approval. Competitive procurement procedures will be followed unless the rationale presented clearly meets OCPA's criteria for sole source or sole brand processing.

1. Briefly describe why the requested item(s) or service is needed.

OCPA requires assistance with the scheduled return of Huntington Beach customers to SoCal Edison. HB City Council voted to withdraw from OCPA and HB customers are scheduled to return to SCE service in the summer of 2024. OCPA does not have the staff capacity and expertise to take on the work required for the withdrawal.

2. What are the unique performance features of the product specified, or if the requested vendor is the ONLY vendor able to complete the work, what are the unique performance abilities of the vendor?

Clean Peaks ES has unique in-depth knowledge of 1) customer billing operations and processes between SCE and CalPine, 2) power portfolio regulatory mandates and settlements, 3) effective negotiation and communication with CPUC and other regulatory bodies, and 4) experience in energy project management.

3. Why are the unique product features required, or why are the unique abilities of the vendor required?

The withdrawal of Huntington Beach from OCPA is a unique situation that has not occurred before. Due to the complexity of the issue a firm that has expertise in many areas of energy data analysis and project management is required.

4. Please list by name (brand or vendor) similar or competitive items/ services investigated and indicate why they were eliminated from consideration. Cost should *not* be a factor. (Note: Rejection can only be based on the inability to meet one or more of the required unique product features or performance abilities noted in response to question 2.)

Staff previously contacted PEA, TEA, Cordoba, and ACES and all were unable or unwilling to perform work.

Note: Sole source or sole brand requests shall not be justified on the basis of:

- A lack of advance planning;
- Concerns related to the amount of funds available for the acquisition of the goods or services; or
- A previously non-competitively bid contract for which the price to OCPA was zero or substantially below fair market price and the results of such contract caused the sole source or sole brand to be required on future contracts.

The drafting or application of specifications or solicitation requirements for goods or services that are unnecessarily restrictive in such a manner as to limit, directly or indirectly, competition to a single brand or single source does not provide for full and open competition, regardless of the number of sources solicited, and is prohibited. A “brand name or equal” is a competitive process that allows bidders to propose equivalent items.

I am aware of OCPA’s requirements for competitive bidding and the necessity for providing justification for limiting or eliminating opportunities for vendors who would like to do business with OCPA. I certify that the required information has been gathered and that a concentrated effort was made to review all comparable products and sources for this purchase/service as documented. I hereby certify the validity of the information contained herein and feel confident the justification warrants the purchase without competitive bidding. In the event of a protest, I understand I may be called upon to personally appear at a hearing to substantiate the validity of the justification.

Requester: _____

Approver: _____

Date: _____

Date: _____

ORANGE COUNTY POWER AUTHORITY
Staff Report – Item 11.1

To: Orange County Power Authority Board of Directors

From: Joe Mosca, Interim Chief Executive Officer

Subject: APPOINTMENT OF BOARD DIRECTOR(S) TO LEGISLATIVE AND
REGULATORY COMMITTEE AND MARKETING AND
COMMUNICATIONS COMMITTEE

Date: January 24, 2024

RECOMMENDED ACTION

Approve the Chair's appointment of Board Director(s) to the Legislative and Regulatory Committee and the Marketing and Communications Committee.

BACKGROUND

In accordance with the adopted OCPA Bylaws, Article VII Section 3 provides for the Chair to nominate committee members, subject to approval by a majority vote of the Board. If the Board fails to approve the Chair's nomination(s) to a standing committee, the Board may entertain a motion for the appointment of committee members.

FISCAL IMPACT

None

ATTACHMENTS

None

ORANGE COUNTY POWER AUTHORITY
Staff Report – Item 11.2

To: Orange County Power Authority Board of Directors

From: Linda Kraemer, Community Engagement Manager
Andrew Di Giovanna, External Affairs Manager

Subject: PRESENTATION OF COMMUNITY ADVISORY COMMITTEE 2024 WORK PLAN

Date: January 24, 2024

RECOMMENDATION

Approve the Community Advisory Committee 2024 Work Plan.

BACKGROUND

The Community Advisory Committee (CAC) approved the 2024 CAC Work Plan on December 11, 2023, at their regular meeting. Chair Ziemer and Committee Member Futch are bringing it before the Board of Directors (Board) for final approval.

Members of the CAC expressed a desire to present their work plan directly to the Board to provide an opportunity for further discussion and guidance on CAC priorities. At the CAC meeting on January 8, 2024, Chair Ziemer and Committee Member Futch volunteered to present the item to the Board for approval.

Chair Ziemer has prepared a brief presentation to the Board. Chair Ziemer, Committee Member Futch, and staff are available for questions.

FISCAL IMPACT

None

ATTACHMENT

Attachment A – CAC 2024 Work Plan.

OCA 2024 CAC Work Plan

Meeting Date	Topics to Cover	CAC Action
Monday, January 8, 2024	Appointment of CAC Officers Discussion of role and responsibilities of CAC Members -Overview of purpose of CAC and roles -Policy regarding absences Discussion of CAC Workplan presentation before OCPA Board of Directors Calendar of Events	Members to appoint officers Receive and file Committee to appoint member for Board presentation or defer to OCPA staff Any members that attended events to provide a recap and community feedback
Monday, February 12, 2024	Refresher on Energy 101 with a slight focus on PCIA and Resource Adequacy Being Prepared for Community Events with Answers to Commonly Asked Questions & Review of OCPA's FAQs Calendar of Events	Receive and file All members to review and provide feedback/suggestions Any members that attended events to provide a recap and community feedback
Monday, March 11, 2024	Building Bridges & Learning How to Be Effective: A Visit from a CAC of neighboring CCA OCPA Community Power Plan: Development & Implementation of Customer Programs Calendar of Events	Receive and file All members to review and provide feedback/suggestions Any members that attended events to provide a recap and community feedback
Monday, April 8, 2024	Update from CAC Programs Subcommittee Discussion of the Future of Customer Programs at OCPA Calendar of Events	Receive and file All members to review and provide feedback/suggestions Any members that attended events to provide a recap and community feedback
Monday, May 13, 2024	Discussion on NEM 3.0 & Regulatory Happenings Youth & School Outreach Program, Sponsorships & Grants Opportunities Calendar of Events	All members to review and provide feedback/suggestions All members to review and provide feedback/suggestions Any members that attended events to provide a recap and community feedback

OCPA 2024 CAC Work Plan

Monday, June 10, 2024	OCPA Strategic Plan Update & Mission Statement Understanding Your Electric Bill Calendar of Events	Receive and file Receive and file Any members that attended events to provide a recap and community feedback
Monday, July 8, 2024	Presentation on OCPA Budget FY2024/2025 with a focus on Customer Programs Update from CAC Programs Subcommittee Calendar of Events	Receive and file Receive and file Any members that attended events to provide a recap and community feedback
August	Summer Break	
Monday, September 9, 2024	OCPA Customers: Discussion on Various Customer Groups and Rate Structures Calendar of Events	All members to review and provide feedback/suggestions Any members that attended events to provide a recap and community feedback
Monday, October 14, 2024	CalCCA Presentation on CCAs in California Power Content Label (PCL) Calendar of Events	Receive and file Receive and file Any members that attended events to provide a recap and community feedback
Monday, November 4, 2024	2025 Rate Design Discussion Update from CAC Programs Subcommittee Update on the Development of the OCPA Community Power Plan Calendar of Events	All members to review and provide feedback/suggestions Receive and file Receive and file Any members that attended events to provide a recap and community feedback
Monday, December 9, 2024	Discussion of 2025 CAC Workplan Calendar of Events	All members to review and provide feedback/suggestions Any members that attended events to provide a recap and community feedback

ORANGE COUNTY POWER AUTHORITY
Staff Report – Item 11.3

To: Orange County Power Authority Board of Directors

From: Joe Mosca, Interim Chief Executive Officer
Kirby Dusel, Pacific Energy Advisors
John Dalessi, Pacific Energy Advisors

Subject: APPROVE AMENDED ENERGY RISK MANAGEMENT POLICY

Date: January 24, 2024

RECOMMENDED ACTION

Approve proposed delegated authority revisions to the Energy Risk Management Policy for energy product contract approvals.

BACKGROUND

During its normal course of business, Orange County Power Authority (OCPA) will be required to manage risks associated with its participation in California's wholesale energy markets – as a retail seller of electricity, OCPA will maintain an ongoing obligation to procure sufficient quantities of various energy products to fulfill customer needs and pertinent compliance obligations, negotiate related contracts, validate supplier invoices, issue payments for delivered products, pursue dispute resolution (as necessary) and manage credit concerns associated with its various supplier relationships. A key component of effectively managing procurement and portfolio risk is being able to identify, measure and control the potentially adverse consequences of inevitable market volatility and credit exposure. The Energy Risk Management Policy (Policy) provides a framework and related guidance, which are intended to facilitate OCPA's administration of the tasks and responsibilities related to risk management, including identification of necessary roles and responsibilities assigned to those individuals and groups who will be involved in risk management activities.

Management of such risks is achieved through diligent, ongoing application of the structure, practices and principles outlined in OCPA's Policy, which are predicated on the following internal control principles: (1) segregation of duties; (2) imposition of checks and balances between functional areas of the organization; (3) delegation of authority commensurate with responsibility, experience and capability; and (4) limitation of market-related activities to defined products and transactions that are necessary to support the successful operation of OCPA.

The Policy also addresses certain delegations of authority, which are intended to streamline the completion of shorter-term procurement activities that are determined to be consistent with OCPA's resource planning objectives – many prospective transactions within the electric utility industry are very time-sensitive (markets are dynamic, with prices changing from moment to moment), so best practice suggests that the establishment of pre-determined delegations of authority is critically important to accommodate the short turnaround time that may be required to confirm/close certain transactions. More specifically, certain wholesale energy transactions will provide the prospective buyer with a limited window of time, often 1-2 hours, to confirm the proposed transaction before pricing must be refreshed/revised (which could result in unexpected, adverse pricing changes based on then-current market dynamics). The delegations of authority

reflected in the Policy are intended to strike an appropriate balance between efficiency and control, requiring Board approval for longer term transactions while delegating authority to the Chief Executive Officer (CEO) for more routine, time sensitive transactions that have lower terms.

ANALYSIS AND DISCUSSION

Several transactions, including reserve capacity (or Resource Adequacy) purchases, short-term renewable energy purchases and short-term system energy purchases may all require time-sensitive decision making by OCPA, and the Policy establishes parameters under which such procurement opportunities could be executed by the CEO or, alternatively, when such opportunities would require Board approval. The tables below illustrate the current and proposed delegated authority limits:

Current

Delegation of Authority: Title/Governing Body	Product Type	Tenor Limit	Volumetric Limit	Notional Value Limit
Chief Executive Officer	System Power	Up to 3 years	2,000 GWh	\$ 75 M
	Resource Adequacy	Up to 3 years	3,000 MW	\$ 30 M
	Renewables	Up to 3 years	1,500 GWh	\$ 25 M
	GHG-free	Up to 3 years	1,000 GWh	\$ 10 M
OCPA Board	All Products	Any	Unlimited	Unlimited

Proposed

Delegation of Authority: Title/Governing Body	Product Type	Tenor Limit
Chief Executive Officer	System Power	Up to 3 years
	Resource Adequacy	Up to 5 years
	Renewables	Up to 3 years
	GHG-free	Up to 3 years
OCPA Board	All Products	Any

Approving the proposed Policy at this time will remove the volumetric and notional value limits that are currently specified for the CEO's delegated authority. These revisions are being recommended to further improve efficiency within OCPA's procurement process, particularly when considering relatively recent market changes related to requisite renewable energy and resource adequacy products. Eliminating volumetric and notional value limits has been a change incorporated by other CCAs. As your Board considers these recommended adaptations to the Policy, it is important to note that authority delegations related to volume and/or notional value can be reinserted in the future if/when evolving market conditions, organizational risk preferences or other circumstances support such changes.

This Policy was first approved on July 13, 2021, at that time energy prices were substantially lower than they are today. Since that time, the organization's Risk Oversight Committee (ROC) has been convening to discuss OCPA's portfolio positions, market dynamics and the Policy itself. In fact, the ROC's most recent meeting occurred on the morning of December 7, 2023, during which the committee discussed and agreed that these recommended changes to the Policy were appropriate and advisable. By amending this Policy, shorter-term supply commitments would not require Board approval, unless such purchases were not deemed consistent with agreed upon portfolio planning principles of OCPA. Long-term renewable energy commitments will continue to require Board approval due to the lasting planning and financial implications of such transactions. In all cases, the Board will be kept informed of OCPA procurement activities, even for transactions not

requiring Board approval. Information regarding all procurement activities will be provided during regularly scheduled Board meetings.

FISCAL IMPACT

There is no fiscal impact associated with amending the delegated authority limit on OCPA's Energy Risk Management Policy.

ATTACHMENT

Attachment A – Energy Risk Management Policy (Revised)

Attachment B – Energy Risk Management Policy dated July 13, 2021 (Redline)

Orange County Power Authority
Policy 011: Energy Risk Management Policy
Approved: 7/13/2021 | Revised: TBD

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1.0 General Provisions

1.1 Background and Purpose of Policy

The Orange County Power Authority (OCPA) participates in energy markets for purposes of fulfilling its role as a Community Choice Aggregator that will serve retail electricity customers within the cities of Buena Park, Fullerton, Huntington Beach, Irvine, and other jurisdictions that may become OCPA members (OCPA's "service territory"). Service commencement to end use customers is expected to occur in April 2022. This Policy defines OCPA's general energy risk management framework and provides management with the authority to establish processes for monitoring, measuring, reporting, and controlling market and credit risks to which OCPA is exposed in its normal course of business.

1.2 Scope of Business and Related Market Risks

OCPA's retail electric provider operations encompass the following business activities covered within the scope of this policy: bilateral purchases and sales of electricity under short-, medium- and long-term contracts; scheduling of electric load and generation into California Independent System Operator (CAISO) markets; retail marketing of electricity to consumers within its service territory; compliance with voluntary objectives and regulatory requirements that relate to Renewables Portfolio Standard (RPS) energy acquisition and carbon-free energy supply; participation in the CAISO-administered Congestion Revenue Rights (CRRs) market; management of the balance between load and generation over the short-, medium- and long-term planning horizons; and compliance with applicable Resource Adequacy (RA) requirements. Participation in such activities exposes OCPA to certain risks, which include, but are not limited to, the following:

- Market Price Risk
- Counterparty Credit and Performance Risk
- Load and Generation Volumetric Risk
- Operational Risk
- Liquidity Risk
- Regulatory/Legislative Risk

Unless individually addressed, the aforementioned risks shall be collectively referred to as "market risks" within this Policy. OCPA's framework for mitigating exposure to such risks includes the following elements:

- Specification of Risk Management Goals and Principles
- Definitions of Risks
- Internal Control Principles
- Risk Management Business Practices
- Risk Management Governance

This Policy does not address the following types of general business risk, which should be treated separately in other policies, ordinances and regulations pertaining to OCPA: fire, accident and casualty; health, safety, and workers' compensation; general liability; and other typically insurable perils.

1.3 Policy Administration

This version of the Energy Risk Management Policy was adopted by the OCPA Board of Directors on July 13, 2021. This Policy may be amended as needed by OCPA's Board.

1.4 Policy Distribution and Acknowledgment

This Policy shall be distributed to all OCPA employees and third-party contractors engaged in the planning, procurement, sale and scheduling of electricity and related products on OCPA's behalf and/or in other OCPA departments, which may provide oversight and support for these activities. All such employees and contractors are required to annually confirm, in writing, that they:

- Have read OCPA's Risk Management Policy
- Understand pertinent terms and requirements of the Policy
- Affirm their intent to comply with the Policy
- Understand that any violation of the Policy shall subject the employee to disciplinary action, which may include termination of employment.

1.5 Policy Interpretation

Questions related to interpretation of the Policy should be referred to the Risk Oversight Committee (ROC) or, if the ROC has not yet been formed, OCPA's Board. All legal matters stemming from this Policy will be referred to OCPA's General Counsel.

2.0 Risk Management Goals

The goals of OCPA's energy risk management practices are to:

- [1] assist in achieving the business objectives of retail rate stability and competitiveness;
- [2] avoid losses and excessive costs, which would materially impact the financial condition of OCPA;
- [3] establish the parameters for energy procurement and sales activity to minimize costs while ensuring compliance with approved risk limits and policy objectives;
- [4] assist in assuring that market activities and transactions are undertaken in compliance with established procurement authorities, applicable laws, regulations and orders; and
- [5] encourage the development and maintenance of a corporate culture at OCPA that strikes the proper balance between control and facilitation and in which professionalism, discipline, technical skills, and analytical rigor are applied and cultivated to achieve OCPA's objectives.

3.0 Risk Management Principles

3.1 General Risk Management Principles

OCPA manages its energy resources and transactions with the objectives of providing customers with stable and competitive electric rates, achieving applicable compliance mandates and supporting local economic development while contemporaneously minimizing risks. OCPA's risk management principles are focused on the identification of relevant risks, systematic risk measurement and reporting, and strict adherence to established risk policies. OCPA will not engage in transactions without proper authorization or if such transactions are determined to be inconsistent with this Policy.

It is the policy of OCPA that all personnel, including the Board, management, and agents, adhere to standards of integrity, ethics, conflicts of interest, compliance with statutory law and regulations and other applicable OCPA standards of personal conduct while employed by or affiliated with OCPA.

3.2 Conflicts of Interest

All OCPA directors, managers, employees, consultants, and agents participating in any transaction or activity within the coverage of this Policy are obligated to advise OCPA in writing of any financial interest in any counterparty seeking to do business with OCPA. Such directors, managers, employees, consultants, and agents must also identify any real or potential conflict of interest related to any existing or potential contract/transaction with OCPA. To the extent that a financial interest or conflict is identified by one or more of the aforementioned individuals, any such person shall be prohibited from personally participating in a related transaction or similar activity that is within the coverage of this Policy or prohibited by California Government Code § 1090.

If there is any doubt as to whether a prohibited condition or conflict exists, it shall be the responsibility of the potentially affected director, manager, employee, consultant or agent to discuss the prospective issue with her/his manager or supervisor before further participating in related procurement/transactional activities.

3.3 Adherence to Statutory Requirements

Compliance shall be required with all applicable rules promulgated by the state of California, the California Public Utilities Commission, the California Energy Commission, the Federal Energy Regulatory Commission (FERC), the Commodity Futures Trading Commission (CFTC), and other regulatory agencies.

Congress, the FERC and the CFTC have enacted laws, regulations, and rules that prohibit, amongst other things, any action or course of conduct that actually or potentially operates as a fraud or deceit upon any person in connection with the purchase or sale of electric energy or transmission services. These laws also prohibit any person or entity from making an untrue statement or factual omission where such an omission would result in a statement being misleading. Violation of these laws can lead to both civil and criminal actions against the individual involved as well as OCPA. This Policy is intended to promote compliance with such laws, regulations and rules and to avoid improper conduct on the part of anyone employed by or working on behalf of OCPA. These procedures may be modified from time to time by legal requirements, auditor recommendations, requests from OCPA's CEO and/or ROC, and other considerations.

In the event of an investigation or inquiry by a regulatory agency, OCPA will provide legal counsel to employees. However, OCPA will not appoint legal counsel to an employee if OCPA's General Counsel and

Chief Executive Officer determine that the employee was not acting in good faith within its scope of employment. OCPA employees are prohibited from working for another power supplier, CCA or utility in a related position while they are simultaneously employed by OCPA unless an exception is authorized by the Board. For clarity, this prohibition is not intended to prevent OCPA staff from performing non-CCA activities on behalf of OCPA in the normal course of its business.

3.4 System of Records

OCPA will maintain a set of records for all transactions executed in association with OCPA's procurement activities. The records will be maintained in US dollars and transactions will be separately recorded and categorized by type of transaction. This system of record shall be auditable.

4.0 Definitions of Market Risks

The term “market risks,” as used herein, refers specifically to those categories of risk which relate to OCPA’s participation in wholesale and retail markets as a Load Serving Entity (LSE) as well as OCPA’s interests in certain long-term contracting opportunities. Market risks include market price risk, counterparty credit and performance risk, load and generation volumetric risk, operational risk and liquidity risk, as well as regulatory and legislative risk. These categories are defined and explained as follows.

4.1 Market Price Risk

Market price risk is defined as exposure to changes in wholesale energy prices. Market price risk is a function of price volatility and the volume of energy that is contracted at fixed prices over a defined period of time. Prices in electricity markets exhibit high volatility, and appropriate forward procurement and hedging are generally necessary to manage such exposure.

Market price risk is also impacted by market liquidity, which may be an issue for certain energy or capacity products that OCPA intends to procure. Illiquid markets are characterized by relatively few buyers or sellers, which makes it more difficult to buy or sell a commodity and often results in higher price premiums (on purchases) or deeper discounts (on sales).

Another dimension of market price risk is congestion or “basis” risk. Congestion risks arise from locational differences in pricing between the point of contracted supply and the related point of delivery (meaning, the point at which procured power is received by OCPA on the bulk electric system).

For OCPA, market price risk manifests in two types of exposure. The first type of market price risk exposure is the potential for variations in power costs that are related to OCPA’s “open positions”, meaning the volume of energy that will ultimately be required for delivery to OCPA customers but has not yet been placed under contract. Increases in market prices will impose increased costs on OCPA when those open positions are eventually filled at such higher prices. To the extent that power costs are higher than anticipated, anticipated OCPA fund balances (such as those designated for financial reserves, program administration or other complementary uses) may be lower than expected, necessitating customer rate increases. Market price risk exposure related to open positions are monitored through net open position valuations and value at risk metrics, as described in Section 6.1 of this Policy.

The second type of market price risk exposure is the potential for wholesale trading positions, long-term supply contracts and generation resources to move “out of the money,” that is, become less valuable when compared to similar positions, contracts or resources obtainable at present prices. These same positions can also be “in the money” if such positions become more valuable when compared to similar positions, contracts or resources obtainable at present market prices. This valuation methodology is commonly referred to as “Mark to Market.” Transaction valuation and reporting of positions shall be based on objective, market-observed prices. If OCPA is “out of the money” on a substantial portion of its contracts, it may have to charge higher retail rates relative to competitors. Such a situation could erode OCPA’s competitive position and market share if other market participants (e.g., Direct Access providers or the incumbent utility) are able to procure power at a lower cost and offer lower retail electric rates.

4.2 Counterparty Credit and Performance Risk

Performance and credit risk refer to the inability or unwillingness of a counterparty to perform according to its contractual obligations. Failure to perform may arise if an energy supplier fails to deliver energy as agreed. There are four general performance and credit risk scenarios:

[1] counterparties and wholesale suppliers may fail to deliver energy or environmental attributes, requiring OCPA to purchase replacement products elsewhere, possibly at higher costs;

[2] counterparties may fail to take delivery of energy or environmental attributes sold to them, necessitating an unexpected and expeditious resale of the product to another buyer, possibly at a lower price;

[3] counterparties may fail to pay for delivered energy or environmental attributes; or

[4] counterparties and suppliers may refuse to extend credit to OCPA, possibly resulting in higher collateral posting costs, which could impact OCPA's cash position and/or bank lines of credit.

An important subcategory of credit risk is concentration risk. When a portfolio of positions and resources is concentrated with one or a very small number of counterparties, generating resources, or geographic locations, it becomes more likely that major losses will be sustained in the event of non-performance by a counterparty/supplier or as a result of unexpected price fluctuations at one location.

4.3 Load and Generation Volumetric Risk

Energy deliveries must be planned in consideration of forecasted load. OCPA forecasts load over the long and short term and enters into long- and short-term fixed price energy contracts to hedge its load consistent with the provisions of its resource plan.

Load forecasting risk arises from inaccurate load forecasts and may result in the over- or under-procurement of energy and/or customer rate revenues that deviate from approved budgets. Energy delivery risk occurs if a generator fails to deliver expected or forecasted energy volumes. Variations in wind speed and cloud cover, for example, can also impact the respective amount of electricity generated by wind and solar resources. Furthermore, the occasional oversupply of power on California's electric grid can lead to curtailment of energy deliveries or reduced revenue resulting from low or negative prices at certain energy delivery points. In general, weather is an important variable that can result in higher or lower electricity usage due to its impact on customer electricity usage (heating and cooling needs, for example) as well as energy production (by generators that are commonly impacted by ambient weather conditions).

In the CAISO markets, this situation can result from both the oversupply and undersupply of electricity relative to OCPA's load as well as the over- or under-scheduling of generation or load into the day-ahead market (relative to actual energy consumed or delivered in the real-time market). Load and generation volumetric risk may result in unanticipated open positions and imbalance energy costs, which are assessed when actual and scheduled loads do not align. More specifically, imbalance energy costs result from temporal pricing differences that often exist in the day-ahead and real-time energy markets during discrete scheduling intervals. For example, if OCPA's actual load is higher than scheduled in the day-ahead market, and real-time prices are comparatively high during such instances, then OCPA bears the risk of higher-than-anticipated energy costs due to such variation.

4.4 Operational Risk

Operational risk consists of the potential for failure to execute and control business activities relative to plan. Operational risk includes the potential for:

[1] organizational structure that proves to be ineffective in addressing risk, i.e., the lack of sufficient authority to make and execute decisions, inadequate supervision, ineffective internal checks and balances, incomplete, inaccurate and untimely forecasts or reporting, failure to separate incompatible functions, etc.;

[2] absence, shortage or loss of key personnel or lack of cross-functional training;

[3] lack or failure of facilities, equipment, systems and tools, such as computers, software, communications links and data services;

[4] exposure to litigation or sanctions resulting from violating laws and regulations, not meeting contractual obligations, failure to address legal issues and/or receive competent legal advice, not drafting and analyzing contracts effectively, etc.; and

[5] errors or omissions in the conduct of business, including failure to execute transactions, violation of guidelines and directives, etc.

4.5 Liquidity Risk

Liquidity Risk is the risk that OCPA will be unable to meet its financial obligations. This can be caused by unexpected financial events and/or inaccurate pro forma calculations, rate analyses, and debt analyses. Some unexpected financial events impacting liquidity could include:

[1] breach of OCPA credit covenants or thresholds – OCPA has credit covenants included in its banking agreements and may, eventually, have similar covenants within its energy contracts. Breach of credit covenants or thresholds could result in the withdrawal of OCPA's line of credit or may trigger the requirement to post collateral;

[2] contractual requirements to post collateral (with counterparties) due to a decline in market prices below the contract price; and

[3] from time-to-time OCPA may be the subject of legal or other claims arising from the normal course of business. Payment of a claim by OCPA could reduce OCPA's liquidity if the cause of loss is not covered by OCPA's insurance policies.

4.6 Regulatory/Legislative Risk

Regulatory risk encompasses market structure and operational risks associated with shifting state and federal regulatory policies, rules, and requirements that could negatively impact OCPA. An example is the potential increase in exit fees for customers served by Community Choice Aggregators that could result in higher overall electricity costs for OCPA customers (relative to the incumbent utility or DA service options).

Legislative risk is associated with actions by federal and state legislative bodies, which may impose adverse changes or requirements that could infringe upon OCPA's autonomy, increase its costs, or otherwise negatively impact OCPA's ability to fulfill its goals and objectives.

5.0 Internal Control Principles

Internal controls are based on proven principles that meet or exceed the requirements of financial institutions and credit rating agencies while also being considerate of good utility practice. The required controls shall include all customary business practices designed to prevent errors and improprieties, ensure accurate and timely reporting of results of operations as well as information pertinent to management, and facilitate attainment of business objectives. These controls shall remain fully integrated in all activities of the business and shall be consistent with stated objectives. There shall be active participation and oversight by senior management in such processes.

The required controls include the following:

[1] Segregation of duties and functions between front-, middle-, and back-office activities. In general terms, the designation of responsibilities shall be organized as follows:

- Front office is responsible for planning (e.g. preparation of OCPA's resource plan and other planning activities) and procurement (e.g. solicitation management, contract negotiation, structuring and pricing as well as contract execution), contract management, compliance and oversight of scheduling coordinator functions with the CAISO;
- Middle office is responsible for controls and reporting (e.g., risk monitoring, risk measurement, risk reporting, procurement compliance, counterparty credit review, approval and monitoring); and
- Back office is responsible for settlements and processing (e.g., verification, validation, reconciliation and analysis of transactions, tracking, processing and settlement of transactions).

[2] Delegation of authority, as defined in section 6.5 (below), that is commensurate with responsibility and capability as well as relevant training to ensure compliance with applicable rules within the markets in which such personnel may transact (e.g., CAISO). Contract origination, commercial approval, legal review, invoice validation, and transaction auditing shall be performed by separate staff or contractors for each transaction. No individual staff member shall perform all of these functions related to a single transaction.

[3] Defining authorized products and transactions. In general terms, authorized and prohibited transactions are defined as follows:

- Authorized transactions are those transactions directly related to the procurement and/or administration of electric energy, reserve capacity, transmission and distribution service, ancillary services, congestion revenue rights, renewable energy, renewable energy credits, scheduling activities, tolling agreements, and bilateral purchases of energy products. All transactions must be consistent with this Policy and the Board approved resource plan.
- It is the expressed intent of this Policy to prohibit the acquisition of risk beyond that encountered in the efficient optimization of OCPA's generation portfolio and execution of procurement strategies. Prohibited transactions are those transactions that are not related to serving retail electric load and/or reducing financial exposure. Speculative buying and selling of energy products or maintenance of open positions that do not conform with agreed upon thresholds is prohibited. Speculation is defined as buying energy in excess of forecasted load plus reasonable planning reserves, intentionally under procuring energy relative to minimum load hedging targets or selling energy or environmental attributes that are not yet owned by OCPA. In no event shall speculative transactions be permitted. If any questions arise as to whether a proposed transaction constitutes speculation, OCPA shall conduct an analysis of the transaction and the Board shall review such transaction to determine whether the transaction would constitute speculation and document its

finding in the meeting minutes.

[4] Defining proper process for executing power supply contracts. OCPA will ensure power supply contracts are approved by pertinent technical personnel. Legal review will be required of various forms of agreement used by OCPA.

[5] Accurately capturing transactions and other data, with standardization of electronic and hard copy documentation.

[6] Summarizing and reporting of transactions and other activity at regular intervals.

[7] Measuring risk and performance in a timely manner and at regular intervals.

[8] Regularly reviewing compliance to ensure that this Policy and related risk management guidelines are adhered to, with specific guidelines for resolving instances of noncompliance.

[9] Ensuring active participation by senior management in risk management processes.

6.0 Risk Management Business Practices

6.1 Risk Measurement Metrics and Reporting

A vital element of this Policy is the regular identification, measurement and communication of risk. To effectively communicate risk, all risk management activities must be monitored on a frequent basis using risk measurement methodologies that quantify the risks associated with OCPA's procurement-related business activities and performance relative to stated goals.

OCPA measures and updates its risks using a variety of tools that model programmatic financial projections, market exposure and risk metrics, as well as through short-term budget updates. The following items are measured, monitored and reported:

[1] Mark-to-Market Valuation – marking to market is the process of determining the current value of contracted supply relative to current market conditions. A mark-to-market valuation shall be performed at least once per quarter.

[2] Exposure Reporting – calculates the notional dollar risk exposure and value at risk of open portfolio positions at current market prices. The exposure risk calculations shall be performed at least once per quarter.

[3] Open Position Monitoring – on a monthly basis, OCPA shall calculate/monitor its open positions for all energy and capacity products. If energy open positions for the month following the then current month (prompt month) exceed 10% of load, OCPA will solicit market energy to close open positions and shall make a commercial decision to close the position. Open positions for terms beyond the prompt month will be monitored monthly and addressed in accordance with OCPA's planning models and related policies.

[4] Counterparty Credit Exposure – calculates the notional and mark-to-market exposure to each OCPA counterparty: 1) by deal; and 2) in aggregate. Counterparty credit exposure shall be reported on a quarterly basis. Counterparty exposure reporting includes contingent collateral posting risks arising from changes in market prices and other factors.

[5] Reserve Requirement Targets – no less than once per year, OCPA staff will monitor OCPA's reserves to ensure that they meet targeted thresholds.

Consistent with the above, the Middle Office will develop reports and provide feedback to the Risk Oversight Committee. If a limit or control established by this Policy is violated, the Middle Office will send notification to the responsible party and the Risk Oversight Committee. The Risk Oversight Committee will discuss the cause and potential remediation of any violation to determine next steps for curing the violation.

Risk measurement methodologies shall be re-evaluated on a periodic basis to ensure OCPA adjusts its methods to reflect the evolving competitive landscape and its unique needs.

6.2 Market Price Risk

OCPA manages market price risk using its planning models, which define forecasted load, energy under contract and OCPA's open positions across various energy product types, including renewable energy (Portfolio Content Category I, II and III), carbon-free energy (if needed to support any portfolio emissions metrics adopted by OCPA), system power and resource adequacy capacity. Such positions will be measured and monitored relative to OCPA's procurement targets.

OCPA determines the annual quantity of energy it intends to place under contract through the use of its

planning models and in consideration of stated procurement targets. The planning models include an outline of the delivery term and quantity of each energy product that OCPA intends to fill in the upcoming year. The planning models inform OCPA's solicitation planning, including solicitation timing and strategy as well as the person/team responsible for such efforts.

In general, OCPA will seek to purchase some long-term renewable energy each year for purposes of promoting compliance with applicable requirements of California's Renewables Portfolio Standard program. Long-term renewable energy purchases may also serve to diversify market exposure. Regularly administered, recurring procurement efforts focused on long-term renewable energy should also minimize exposure to "planning cliffs", which can occur when a significant portion of long-term contracts expire at or near the same point in time.

For products generally purchased through short- and medium-term contracts, OCPA follows a similar temporal diversification strategy, with multiple procurement cycles occurring throughout the year.

Congestion risk is managed through the contracting process with a preference for day-ahead energy delivery at the SP 15 trading hub. Once energy is procured, OCPA manages congestion risks through the application of CRRs consistent with its Congestion Revenue Rights Risk Management Guidelines – OCPA anticipates that its scheduling coordinator or another qualified contractor will be primarily responsible for the management of CRRs. Presently, OCPA uses a third-party scheduling coordinator to manage its CRR portfolio. CRRs are financial instruments used to hedge against transmission congestion costs encountered in the CAISO day-ahead market. OCPA primarily uses CRRs to reduce its exposure to congestion charges.

6.3 Counterparty Credit and Performance Risk

OCPA shall evaluate and monitor the financial strength of its suppliers in consideration of adopted Credit Guidelines. Generally, OCPA manages its exposure to energy suppliers by exhibiting a preference for counterparties with Investment Grade Credit ratings as determined by Moody's or Standard & Poor's and through the use of security requirements in the form of cash and letters of credit. OCPA measures its mark-to-market counterparty credit exposure consistent with industry best practices.

6.4 Load and Generation Volumetric Risk

OCPA manages energy delivery risks by ensuring that contracts include appropriate contractual penalties for non-delivery, acquiring energy from a geographically and technologically diverse portfolio of generating assets (with a range of generation profiles that are generally complementary to the manner in which OCPA's customers use electric power). Due to known production variability and supply uncertainty related to renewable and other carbon-free energy products, OCPA includes planning margins in its procurement of such products to ensure that related targets/mandates are achieved.

OCPA manages load forecasting and related weather risks by contracting with qualified data management and scheduling coordinators, which independently or jointly provide the systems and data necessary to forecast and schedule load using good utility practice. Load variability is also considered in establishing appropriate planning margins for renewable and other carbon free energy sources.

OCPA's load scheduling strategy, as executed by its scheduling coordinator, shall be in accordance with adopted Load Bidding/Scheduling Guidelines. This strategy shall ensure that price risk in the day-ahead and real-time CAISO markets is managed effectively and is consistent with good utility practice.

6.5 Operational Risk

Operational risks are managed through:

- Adherence to this Policy, and oversight of procurement activity including delegation of authority;
- Conformance with applicable human resources policies and guidelines;
- Staff resources, expertise and/or training reinforcing a culture of compliance;
- Use of qualified, highly experienced contractors on an as-needed basis in the event that necessary expertise does not exist within OCPA's own organization;
- Ongoing and timely internal and external audits; and
- Cross-training amongst staff

To ensure proper controls for executing energy transactions and to facilitate the efficient operation of OCPA in its ordinary course of business, the Board delegates transactional authority that is commensurate with responsibility and capability. Accordingly, by approving this Policy, the Board delegates the following energy procurement authorities by product type, tenor, volume and notional value to its Chief Executive Officer and the ROC:

Delegation of Authority: Title/Governing Body	Product Type	Tenor Limit
Chief Executive Officer	System Power	Up to 3 years
	Resource Adequacy	Up to 5 years
	Renewables	Up to 3 years
	GHG-free	Up to 3 years
OCPA Board	All Products	Any

Any changes to the delegation of authority will require Board approval.

6.6 Liquidity Risk

OCPA manages liquidity risk through adherence to its loan and power purchase agreement credit covenants; limiting commitments to provide security consistent with adopted Credit Guidelines; ensuring it has adequate loan facilities, prudent cash and investment management; and adherence to any applicable reserve policies. OCPA monitors its liquidity (defined as unrestricted cash, investments, and unused bank lines of credit) no less than weekly. OCPA utilizes scenario and sensitivity analyses while preparing budget, rate, and pro forma analyses to identify potential financial outcomes and ensure sufficient liquidity under adverse conditions.

6.7 Regulatory/Legislative Risk

OCPA manages its regulatory and legislative risk through active participation in working groups and advocacy coalitions. OCPA regularly monitors and participates in, as necessary, regulatory rulemaking proceedings and legislative affairs to protect OCPA's interests.

7.0 Risk Management Policy Governance

7.1 OCPA Board of Directors

The OCPA Board is responsible for adopting this Policy. The Board also approves OCPA's annual budget, contracting authorities and delegated responsibilities for the management of OCPA's operations to its Chief Executive Officer and staff. The Board is responsible for reviewing and recommending approval of substantive changes to this Policy, as needed, and for initiating and overseeing a review of the implementation of this Policy as it deems necessary. The Chief Executive Officer and Risk Oversight Committee (described below) may make reports and seek approval for any substantive changes to this Policy, and any such changes would be subject to Board approval.

7.2 Risk Oversight Committee (ROC)

To ensure the implementation of and compliance with this Policy, the Board will establish a Risk Oversight Committee prior to the commencement of retail electric service by OCPA. Members of the ROC will be selected by the Chief Executive Officer, who will serve as the ROC's Chair. The ROC will have authority to:

- Meet at least once per quarter, or as otherwise called to order by the ROC's Chair.
- No less than once per quarter, provide a report to the Board regarding its meetings, deliberations and any other areas of concern.
- From time to time, adopt and/or adapt risk management guidelines defining internal controls, strategies and processes for managing market risks incurred through or attendant upon wholesale trading, retail marketing, long-term contracting, CRR trading and load and generation scheduling.
- Specify the categories of permitted transactions and set risk limits for wholesale trading. The ROC will receive and review information and reports regarding risk management, wholesale trading transactions, and the administration of supply contracts.
- Have direct responsibility for enforcing compliance with this Policy. Any material violations of this Policy, as determined by the ROC, shall be reported to the Board for appropriate action.

Orange County Power Authority
Policy 011: Energy Risk Management Policy
Approved: 7/13/2021 | Revised: TBD

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1.0 General Provisions

1.1 Background and Purpose of Policy

The Orange County Power Authority (OCPA) participates in energy markets for purposes of fulfilling its role as a Community Choice Aggregator that will serve retail electricity customers within the cities of Buena Park, Fullerton, Huntington Beach, Irvine, and other jurisdictions that may become OCPA members (OCPA's "service territory"). Service commencement to end use customers is expected to occur in April 2022. This Policy defines OCPA's general energy risk management framework and provides management with the authority to establish processes for monitoring, measuring, reporting, and controlling market and credit risks to which OCPA is exposed in its normal course of business.

1.2 Scope of Business and Related Market Risks

OCPA's retail electric provider operations encompass the following business activities covered within the scope of this policy: bilateral purchases and sales of electricity under short-, medium- and long-term contracts; scheduling of electric load and generation into California Independent System Operator (CAISO) markets; retail marketing of electricity to consumers within its service territory; compliance with voluntary objectives and regulatory requirements that relate to Renewables Portfolio Standard (RPS) energy acquisition and carbon-free energy supply; participation in the CAISO-administered Congestion Revenue Rights (CRRs) market; management of the balance between load and generation over the short-, medium- and long-term planning horizons; and compliance with applicable Resource Adequacy (RA) requirements. Participation in such activities exposes OCPA to certain risks, which include, but are not limited to, the following:

- Market Price Risk
- Counterparty Credit and Performance Risk
- Load and Generation Volumetric Risk
- Operational Risk
- Liquidity Risk
- Regulatory/Legislative Risk

Unless individually addressed, the aforementioned risks shall be collectively referred to as "market risks" within this Policy. OCPA's framework for mitigating exposure to such risks includes the following elements:

- Specification of Risk Management Goals and Principles
- Definitions of Risks
- Internal Control Principles
- Risk Management Business Practices
- Risk Management Governance

This Policy does not address the following types of general business risk, which should be treated separately in other policies, ordinances and regulations pertaining to OCPA: fire, accident and casualty; health, safety, and workers' compensation; general liability; and other typically insurable perils.

1.3 Policy Administration

This version of the Energy Risk Management Policy was adopted by the OCPA Board of Directors on July 13, 2021. This Policy may be amended as needed by OCPA's Board.

1.4 Policy Distribution and Acknowledgment

This Policy shall be distributed to all OCPA employees and third-party contractors engaged in the planning, procurement, sale and scheduling of electricity and related products on OCPA's behalf and/or in other OCPA departments, which may provide oversight and support for these activities. All such employees and contractors are required to annually confirm, in writing, that they:

- Have read OCPA's Risk Management Policy
- Understand pertinent terms and requirements of the Policy
- Affirm their intent to comply with the Policy
- Understand that any violation of the Policy shall subject the employee to disciplinary action, which may include termination of employment.

1.5 Policy Interpretation

Questions related to interpretation of the Policy should be referred to the Risk Oversight Committee (ROC) or, if the ROC has not yet been formed, OCPA's Board. All legal matters stemming from this Policy will be referred to OCPA's General Counsel.

2.0 Risk Management Goals

The goals of OCPA's energy risk management practices are to:

- [1] assist in achieving the business objectives of retail rate stability and competitiveness;
- [2] avoid losses and excessive costs, which would materially impact the financial condition of OCPA;
- [3] establish the parameters for energy procurement and sales activity to minimize costs while ensuring compliance with approved risk limits and policy objectives;
- [4] assist in assuring that market activities and transactions are undertaken in compliance with established procurement authorities, applicable laws, regulations and orders; and
- [5] encourage the development and maintenance of a corporate culture at OCPA that strikes the proper balance between control and facilitation and in which professionalism, discipline, technical skills, and analytical rigor are applied and cultivated to achieve OCPA's objectives.

3.0 Risk Management Principles

3.1 General Risk Management Principles

OCPA manages its energy resources and transactions with the objectives of providing customers with stable and competitive electric rates, achieving applicable compliance mandates and supporting local economic development while contemporaneously minimizing risks. OCPA's risk management principles are focused on the identification of relevant risks, systematic risk measurement and reporting, and strict adherence to established risk policies. OCPA will not engage in transactions without proper authorization or if such transactions are determined to be inconsistent with this Policy.

It is the policy of OCPA that all personnel, including the Board, management, and agents, adhere to standards of integrity, ethics, conflicts of interest, compliance with statutory law and regulations and other applicable OCPA standards of personal conduct while employed by or affiliated with OCPA.

3.2 Conflicts of Interest

All OCPA directors, managers, employees, consultants, and agents participating in any transaction or activity within the coverage of this Policy are obligated to advise OCPA in writing of any financial interest in any counterparty seeking to do business with OCPA. Such directors, managers, employees, consultants, and agents must also identify any real or potential conflict of interest related to any existing or potential contract/transaction with OCPA. To the extent that a financial interest or conflict is identified by one or more of the aforementioned individuals, any such person shall be prohibited from personally participating in a related transaction or similar activity that is within the coverage of this Policy or prohibited by California Government Code § 1090.

If there is any doubt as to whether a prohibited condition or conflict exists, it shall be the responsibility of the potentially affected director, manager, employee, consultant or agent to discuss the prospective issue with her/his manager or supervisor before further participating in related procurement/transactional activities.

3.3 Adherence to Statutory Requirements

Compliance shall be required with all applicable rules promulgated by the state of California, the California Public Utilities Commission, the California Energy Commission, the Federal Energy Regulatory Commission (FERC), the Commodity Futures Trading Commission (CFTC), and other regulatory agencies.

Congress, the FERC and the CFTC have enacted laws, regulations, and rules that prohibit, amongst other things, any action or course of conduct that actually or potentially operates as a fraud or deceit upon any person in connection with the purchase or sale of electric energy or transmission services. These laws also prohibit any person or entity from making an untrue statement or factual omission where such an omission would result in a statement being misleading. Violation of these laws can lead to both civil and criminal actions against the individual involved as well as OCPA. This Policy is intended to promote compliance with such laws, regulations and rules and to avoid improper conduct on the part of anyone employed by or working on behalf of OCPA. These procedures may be modified from time to time by legal requirements, auditor recommendations, requests from OCPA's CEO and/or ROC, and other considerations.

In the event of an investigation or inquiry by a regulatory agency, OCPA will provide legal counsel to employees. However, OCPA will not appoint legal counsel to an employee if OCPA's General Counsel and

Chief Executive Officer determine that the employee was not acting in good faith within its scope of employment. OCPA employees are prohibited from working for another power supplier, CCA or utility in a related position while they are simultaneously employed by OCPA unless an exception is authorized by the Board. For clarity, this prohibition is not intended to prevent OCPA staff from performing non-CCA activities on behalf of OCPA in the normal course of its business.

3.4 System of Records

OCPA will maintain a set of records for all transactions executed in association with OCPA's procurement activities. The records will be maintained in US dollars and transactions will be separately recorded and categorized by type of transaction. This system of record shall be auditable.

4.0 Definitions of Market Risks

The term “market risks,” as used herein, refers specifically to those categories of risk which relate to OCPA’s participation in wholesale and retail markets as a Load Serving Entity (LSE) as well as OCPA’s interests in certain long-term contracting opportunities. Market risks include market price risk, counterparty credit and performance risk, load and generation volumetric risk, operational risk and liquidity risk, as well as regulatory and legislative risk. These categories are defined and explained as follows.

4.1 Market Price Risk

Market price risk is defined as exposure to changes in wholesale energy prices. Market price risk is a function of price volatility and the volume of energy that is contracted at fixed prices over a defined period of time. Prices in electricity markets exhibit high volatility, and appropriate forward procurement and hedging are generally necessary to manage such exposure.

Market price risk is also impacted by market liquidity, which may be an issue for certain energy or capacity products that OCPA intends to procure. Illiquid markets are characterized by relatively few buyers or sellers, which makes it more difficult to buy or sell a commodity and often results in higher price premiums (on purchases) or deeper discounts (on sales).

Another dimension of market price risk is congestion or “basis” risk. Congestion risks arise from locational differences in pricing between the point of contracted supply and the related point of delivery (meaning, the point at which procured power is received by OCPA on the bulk electric system).

For OCPA, market price risk manifests in two types of exposure. The first type of market price risk exposure is the potential for variations in power costs that are related to OCPA’s “open positions”, meaning the volume of energy that will ultimately be required for delivery to OCPA customers but has not yet been placed under contract. Increases in market prices will impose increased costs on OCPA when those open positions are eventually filled at such higher prices. To the extent that power costs are higher than anticipated, anticipated OCPA fund balances (such as those designated for financial reserves, program administration or other complementary uses) may be lower than expected, necessitating customer rate increases. Market price risk exposure related to open positions are monitored through net open position valuations and value at risk metrics, as described in Section 6.1 of this Policy.

The second type of market price risk exposure is the potential for wholesale trading positions, long-term supply contracts and generation resources to move “out of the money,” that is, become less valuable when compared to similar positions, contracts or resources obtainable at present prices. These same positions can also be “in the money” if such positions become more valuable when compared to similar positions, contracts or resources obtainable at present market prices. This valuation methodology is commonly referred to as “Mark to Market.” Transaction valuation and reporting of positions shall be based on objective, market-observed prices. If OCPA is “out of the money” on a substantial portion of its contracts, it may have to charge higher retail rates relative to competitors. Such a situation could erode OCPA’s competitive position and market share if other market participants (e.g., Direct Access providers or the incumbent utility) are able to procure power at a lower cost and offer lower retail electric rates.

4.2 Counterparty Credit and Performance Risk

Performance and credit risk refer to the inability or unwillingness of a counterparty to perform according to its contractual obligations. Failure to perform may arise if an energy supplier fails to deliver energy as agreed. There are four general performance and credit risk scenarios:

[1] counterparties and wholesale suppliers may fail to deliver energy or environmental attributes, requiring OCPA to purchase replacement products elsewhere, possibly at higher costs;

[2] counterparties may fail to take delivery of energy or environmental attributes sold to them, necessitating an unexpected and expeditious resale of the product to another buyer, possibly at a lower price;

[3] counterparties may fail to pay for delivered energy or environmental attributes; or

[4] counterparties and suppliers may refuse to extend credit to OCPA, possibly resulting in higher collateral posting costs, which could impact OCPA's cash position and/or bank lines of credit.

An important subcategory of credit risk is concentration risk. When a portfolio of positions and resources is concentrated with one or a very small number of counterparties, generating resources, or geographic locations, it becomes more likely that major losses will be sustained in the event of non-performance by a counterparty/supplier or as a result of unexpected price fluctuations at one location.

4.3 Load and Generation Volumetric Risk

Energy deliveries must be planned in consideration of forecasted load. OCPA forecasts load over the long and short term and enters into long- and short-term fixed price energy contracts to hedge its load consistent with the provisions of its resource plan.

Load forecasting risk arises from inaccurate load forecasts and may result in the over- or under-procurement of energy and/or customer rate revenues that deviate from approved budgets. Energy delivery risk occurs if a generator fails to deliver expected or forecasted energy volumes. Variations in wind speed and cloud cover, for example, can also impact the respective amount of electricity generated by wind and solar resources. Furthermore, the occasional oversupply of power on California's electric grid can lead to curtailment of energy deliveries or reduced revenue resulting from low or negative prices at certain energy delivery points. In general, weather is an important variable that can result in higher or lower electricity usage due to its impact on customer electricity usage (heating and cooling needs, for example) as well as energy production (by generators that are commonly impacted by ambient weather conditions).

In the CAISO markets, this situation can result from both the oversupply and undersupply of electricity relative to OCPA's load as well as the over- or under-scheduling of generation or load into the day-ahead market (relative to actual energy consumed or delivered in the real-time market). Load and generation volumetric risk may result in unanticipated open positions and imbalance energy costs, which are assessed when actual and scheduled loads do not align. More specifically, imbalance energy costs result from temporal pricing differences that often exist in the day-ahead and real-time energy markets during discrete scheduling intervals. For example, if OCPA's actual load is higher than scheduled in the day-ahead market, and real-time prices are comparatively high during such instances, then OCPA bears the risk of higher-than-anticipated energy costs due to such variation.

4.4 Operational Risk

Operational risk consists of the potential for failure to execute and control business activities relative to plan. Operational risk includes the potential for:

[1] organizational structure that proves to be ineffective in addressing risk, i.e., the lack of sufficient authority to make and execute decisions, inadequate supervision, ineffective internal checks and balances, incomplete, inaccurate and untimely forecasts or reporting, failure to separate incompatible functions, etc.;

[2] absence, shortage or loss of key personnel or lack of cross-functional training;

[3] lack or failure of facilities, equipment, systems and tools, such as computers, software, communications links and data services;

[4] exposure to litigation or sanctions resulting from violating laws and regulations, not meeting contractual obligations, failure to address legal issues and/or receive competent legal advice, not drafting and analyzing contracts effectively, etc.; and

[5] errors or omissions in the conduct of business, including failure to execute transactions, violation of guidelines and directives, etc.

4.5 Liquidity Risk

Liquidity Risk is the risk that OCPA will be unable to meet its financial obligations. This can be caused by unexpected financial events and/or inaccurate pro forma calculations, rate analyses, and debt analyses. Some unexpected financial events impacting liquidity could include:

[1] breach of OCPA credit covenants or thresholds – OCPA has credit covenants included in its banking agreements and may, eventually, have similar covenants within its energy contracts. Breach of credit covenants or thresholds could result in the withdrawal of OCPA's line of credit or may trigger the requirement to post collateral;

[2] contractual requirements to post collateral (with counterparties) due to a decline in market prices below the contract price; and

[3] from time-to-time OCPA may be the subject of legal or other claims arising from the normal course of business. Payment of a claim by OCPA could reduce OCPA's liquidity if the cause of loss is not covered by OCPA's insurance policies.

4.6 Regulatory/Legislative Risk

Regulatory risk encompasses market structure and operational risks associated with shifting state and federal regulatory policies, rules, and requirements that could negatively impact OCPA. An example is the potential increase in exit fees for customers served by Community Choice Aggregators that could result in higher overall electricity costs for OCPA customers (relative to the incumbent utility or DA service options).

Legislative risk is associated with actions by federal and state legislative bodies, which may impose adverse changes or requirements that could infringe upon OCPA's autonomy, increase its costs, or otherwise negatively impact OCPA's ability to fulfill its goals and objectives.

5.0 Internal Control Principles

Internal controls are based on proven principles that meet or exceed the requirements of financial institutions and credit rating agencies while also being considerate of good utility practice. The required controls shall include all customary business practices designed to prevent errors and improprieties, ensure accurate and timely reporting of results of operations as well as information pertinent to management, and facilitate attainment of business objectives. These controls shall remain fully integrated in all activities of the business and shall be consistent with stated objectives. There shall be active participation and oversight by senior management in such processes.

The required controls include the following:

[1] Segregation of duties and functions between front-, middle-, and back-office activities. In general terms, the designation of responsibilities shall be organized as follows:

- Front office is responsible for planning (e.g. preparation of OCPA's resource plan and other planning activities) and procurement (e.g. solicitation management, contract negotiation, structuring and pricing as well as contract execution), contract management, compliance and oversight of scheduling coordinator functions with the CAISO;
- Middle office is responsible for controls and reporting (e.g., risk monitoring, risk measurement, risk reporting, procurement compliance, counterparty credit review, approval and monitoring); and
- Back office is responsible for settlements and processing (e.g., verification, validation, reconciliation and analysis of transactions, tracking, processing and settlement of transactions).

[2] Delegation of authority, as defined in section 6.5 (below), that is commensurate with responsibility and capability as well as relevant training to ensure compliance with applicable rules within the markets in which such personnel may transact (e.g., CAISO). Contract origination, commercial approval, legal review, invoice validation, and transaction auditing shall be performed by separate staff or contractors for each transaction. No individual staff member shall perform all of these functions related to a single transaction.

[3] Defining authorized products and transactions. In general terms, authorized and prohibited transactions are defined as follows:

- Authorized transactions are those transactions directly related to the procurement and/or administration of electric energy, reserve capacity, transmission and distribution service, ancillary services, congestion revenue rights, renewable energy, renewable energy credits, scheduling activities, tolling agreements, and bilateral purchases of energy products. All transactions must be consistent with this Policy and the Board approved resource plan.
- It is the expressed intent of this Policy to prohibit the acquisition of risk beyond that encountered in the efficient optimization of OCPA's generation portfolio and execution of procurement strategies. Prohibited transactions are those transactions that are not related to serving retail electric load and/or reducing financial exposure. Speculative buying and selling of energy products or maintenance of open positions that do not conform with agreed upon thresholds is prohibited. Speculation is defined as buying energy in excess of forecasted load plus reasonable planning reserves, intentionally under procuring energy relative to minimum load hedging targets or selling energy or environmental attributes that are not yet owned by OCPA. In no event shall speculative transactions be permitted. If any questions arise as to whether a proposed transaction constitutes speculation, OCPA shall conduct an analysis of the transaction and the Board shall review such transaction to determine whether the transaction would constitute speculation and document its

finding in the meeting minutes.

[4] Defining proper process for executing power supply contracts. OCPA will ensure power supply contracts are approved by pertinent technical personnel. Legal review will be required of various forms of agreement used by OCPA.

[5] Accurately capturing transactions and other data, with standardization of electronic and hard copy documentation.

[6] Summarizing and reporting of transactions and other activity at regular intervals.

[7] Measuring risk and performance in a timely manner and at regular intervals.

[8] Regularly reviewing compliance to ensure that this Policy and related risk management guidelines are adhered to, with specific guidelines for resolving instances of noncompliance.

[9] Ensuring active participation by senior management in risk management processes.

6.0 Risk Management Business Practices

6.1 Risk Measurement Metrics and Reporting

A vital element of this Policy is the regular identification, measurement and communication of risk. To effectively communicate risk, all risk management activities must be monitored on a frequent basis using risk measurement methodologies that quantify the risks associated with OCPA's procurement-related business activities and performance relative to stated goals.

OCPA measures and updates its risks using a variety of tools that model programmatic financial projections, market exposure and risk metrics, as well as through short-term budget updates. The following items are measured, monitored and reported:

[1] Mark-to-Market Valuation – marking to market is the process of determining the current value of contracted supply relative to current market conditions. A mark-to-market valuation shall be performed at least once per quarter.

[2] Exposure Reporting – calculates the notional dollar risk exposure and value at risk of open portfolio positions at current market prices. The exposure risk calculations shall be performed at least once per quarter.

[3] Open Position Monitoring – on a monthly basis, OCPA shall calculate/monitor its open positions for all energy and capacity products. If energy open positions for the month following the then current month (prompt month) exceed 10% of load, OCPA will solicit market energy to close open positions and shall make a commercial decision to close the position. Open positions for terms beyond the prompt month will be monitored monthly and addressed in accordance with OCPA's planning models and related policies.

[4] Counterparty Credit Exposure – calculates the notional and mark-to-market exposure to each OCPA counterparty: 1) by deal; and 2) in aggregate. Counterparty credit exposure shall be reported on a quarterly basis. Counterparty exposure reporting includes contingent collateral posting risks arising from changes in market prices and other factors.

[5] Reserve Requirement Targets – no less than once per year, OCPA staff will monitor OCPA's reserves to ensure that they meet targeted thresholds.

Consistent with the above, the Middle Office will develop reports and provide feedback to the Risk Oversight Committee. If a limit or control established by this Policy is violated, the Middle Office will send notification to the responsible party and the Risk Oversight Committee. The Risk Oversight Committee will discuss the cause and potential remediation of any violation to determine next steps for curing the violation.

Risk measurement methodologies shall be re-evaluated on a periodic basis to ensure OCPA adjusts its methods to reflect the evolving competitive landscape and its unique needs.

6.2 Market Price Risk

OCPA manages market price risk using its planning models, which define forecasted load, energy under contract and OCPA's open positions across various energy product types, including renewable energy (Portfolio Content Category I, II and III), carbon-free energy (if needed to support any portfolio emissions metrics adopted by OCPA), system power and resource adequacy capacity. Such positions will be measured and monitored relative to OCPA's procurement targets.

OCPA determines the annual quantity of energy it intends to place under contract through the use of its

planning models and in consideration of stated procurement targets. The planning models include an outline of the delivery term and quantity of each energy product that OCPA intends to fill in the upcoming year. The planning models inform OCPA's solicitation planning, including solicitation timing and strategy as well as the person/team responsible for such efforts.

In general, OCPA will seek to purchase some long-term renewable energy each year for purposes of promoting compliance with applicable requirements of California's Renewables Portfolio Standard program. Long-term renewable energy purchases may also serve to diversify market exposure. Regularly administered, recurring procurement efforts focused on long-term renewable energy should also minimize exposure to "planning cliffs", which can occur when a significant portion of long-term contracts expire at or near the same point in time.

For products generally purchased through short- and medium-term contracts, OCPA follows a similar temporal diversification strategy, with multiple procurement cycles occurring throughout the year.

Congestion risk is managed through the contracting process with a preference for day-ahead energy delivery at the SP 15 trading hub. Once energy is procured, OCPA manages congestion risks through the application of CRRs consistent with its Congestion Revenue Rights Risk Management Guidelines – OCPA anticipates that its scheduling coordinator or another qualified contractor will be primarily responsible for the management of CRRs. Presently, OCPA uses a third-party scheduling coordinator to manage its CRR portfolio. CRRs are financial instruments used to hedge against transmission congestion costs encountered in the CAISO day-ahead market. OCPA primarily uses CRRs to reduce its exposure to congestion charges.

6.3 Counterparty Credit and Performance Risk

OCPA shall evaluate and monitor the financial strength of its suppliers in consideration of adopted Credit Guidelines. Generally, OCPA manages its exposure to energy suppliers by exhibiting a preference for counterparties with Investment Grade Credit ratings as determined by Moody's or Standard & Poor's and through the use of security requirements in the form of cash and letters of credit. OCPA measures its mark-to-market counterparty credit exposure consistent with industry best practices.

6.4 Load and Generation Volumetric Risk

OCPA manages energy delivery risks by ensuring that contracts include appropriate contractual penalties for non-delivery, acquiring energy from a geographically and technologically diverse portfolio of generating assets (with a range of generation profiles that are generally complementary to the manner in which OCPA's customers use electric power). Due to known production variability and supply uncertainty related to renewable and other carbon-free energy products, OCPA includes planning margins in its procurement of such products to ensure that related targets/mandates are achieved.

OCPA manages load forecasting and related weather risks by contracting with qualified data management and scheduling coordinators, which independently or jointly provide the systems and data necessary to forecast and schedule load using good utility practice. Load variability is also considered in establishing appropriate planning margins for renewable and other carbon free energy sources.

OCPA's load scheduling strategy, as executed by its scheduling coordinator, shall be in accordance with adopted Load Bidding/Scheduling Guidelines. This strategy shall ensure that price risk in the day-ahead and real-time CAISO markets is managed effectively and is consistent with good utility practice.

6.5 Operational Risk

Operational risks are managed through:

- Adherence to this Policy, and oversight of procurement activity including delegation of authority;
- Conformance with applicable human resources policies and guidelines;
- Staff resources, expertise and/or training reinforcing a culture of compliance;
- Use of qualified, highly experienced contractors on an as-needed basis in the event that necessary expertise does not exist within OCPA's own organization;
- Ongoing and timely internal and external audits; and
- Cross-training amongst staff

To ensure proper controls for executing energy transactions and to facilitate the efficient operation of OCPA in its ordinary course of business, the Board delegates transactional authority that is commensurate with responsibility and capability. Accordingly, by approving this Policy, the Board delegates the following energy procurement authorities by product type, tenor, volume and notional value to its Chief Executive Officer and the ROC:

Delegation of Authority: Title/Governing Body	Product Type	Tenor Limit	Volumetric Limit	Notional Value Limit
Chief Executive Officer	System Power	Up to 3 years	2,000 GWh	\$ 75 M
	Resource Adequacy	Up to 3-5 years	3,000 MW	\$ 30 M
	Renewables	Up to 3 years	1,500 GWh	\$ 25 M
	GHG-free	Up to 3 years	1,000 GWh	\$ 10 M
OCPA Board	All Products	Any	Unlimited	Unlimited

Any changes to the delegation of authority will require Board approval.

6.6 Liquidity Risk

OCPA manages liquidity risk through adherence to its loan and power purchase agreement credit covenants; limiting commitments to provide security consistent with adopted Credit Guidelines; ensuring it has adequate loan facilities, prudent cash and investment management; and adherence to any applicable reserve policies. OCPA monitors its liquidity (defined as unrestricted cash, investments, and unused bank lines of credit) no less than weekly. OCPA utilizes scenario and sensitivity analyses while preparing budget, rate, and pro forma analyses to identify potential financial outcomes and ensure sufficient liquidity under adverse conditions.

6.7 Regulatory/Legislative Risk

OCPA manages its regulatory and legislative risk through active participation in working groups and advocacy coalitions. OCPA regularly monitors and participates in, as necessary, regulatory rulemaking proceedings and legislative affairs to protect OCPA's interests.

7.0 Risk Management Policy Governance

7.1 OCPA Board of Directors

The OCPA Board is responsible for adopting this Policy. The Board also approves OCPA's annual budget, contracting authorities and delegated responsibilities for the management of OCPA's operations to its Chief Executive Officer and staff. The Board is responsible for reviewing and recommending approval of substantive changes to this Policy, as needed, and for initiating and overseeing a review of the implementation of this Policy as it deems necessary. The Chief Executive Officer and Risk Oversight Committee (described below) may make reports and seek approval for any substantive changes to this Policy, and any such changes would be subject to Board approval.

7.2 Risk Oversight Committee (ROC)

To ensure the implementation of and compliance with this Policy, the Board will establish a Risk Oversight Committee prior to the commencement of retail electric service by OCPA. Members of the ROC will be selected by the Chief Executive Officer, who will serve as the ROC's Chair. The ROC will have authority to:

- Meet at least once per quarter, or as otherwise called to order by the ROC's Chair.
- No less than once per quarter, provide a report to the Board regarding its meetings, deliberations and any other areas of concern.
- From time to time, adopt and/or adapt risk management guidelines defining internal controls, strategies and processes for managing market risks incurred through or attendant upon wholesale trading, retail marketing, long-term contracting, CRR trading and load and generation scheduling.
- Specify the categories of permitted transactions and set risk limits for wholesale trading. The ROC will receive and review information and reports regarding risk management, wholesale trading transactions, and the administration of supply contracts.
- Have direct responsibility for enforcing compliance with this Policy. Any material violations of this Policy, as determined by the ROC, shall be reported to the Board for appropriate action.

ORANGE COUNTY POWER AUTHORITY
Staff Report – Item 11.4

To: Orange County Power Authority Board of Directors

From: Tiffany Law, Chief Financial Officer

Subject: RATIFY RATES EFFECTIVE JANUARY 22, 2024

Date: January 24, 2024

RECOMMENDED ACTION

Ratify rates effective January 22, 2024.

BACKGROUND

The rate design of the Orange County Power Authority (OCPA) depends on Southern California Edison's (SCE) generation rates and the Power Charge Indifference Adjustments (PCIA). In December 2022, the Board approved the OCPA 2023 rate design. This design includes Basic Choice rates set at a 2% discount to SCE's equivalent generation rates, Smart Choice rates set at 1.0 cent per kWh greater than Basic Choice rates, and 100% Renewable Choice rates set at 1.5 cents per kWh greater than Basic Choice rates.

On June 1, 2023, SCE filed its annual Energy Resource Recovery Account (ERRA) Forecast application with the California Public Utilities Commission (CPUC). The annual ERRA Forecast application updates SCE's bundled generation and PCIA rates based on market forecasts for the following year and expected balancing account true-ups accrued in the current year. Following the prescribed process, SCE updated its ERRA Forecast application in October 2023 with the latest resource costs, market price forecasts, and balancing accounts. The CPUC issued a final decision on December 1, 2023, requiring SCE to make certain modifications to its ERRA Forecast.

On December 28, 2023, SCE filed an advice letter to update its electric rates effective January 1, 2024. This update includes the final ERRA Forecast and related balancing accounts.

ANALYSIS AND DISCUSSION

On December 28, 2023, SCE published its updated final rates for 2024. Due to the ERRA Forecast application, SCE's bundled generation rates for 2024 will be reduced by approximately 1.3 cents/kWh compared to current rates. Additionally, SCE's PCIA rates will be reduced ranging from 1.2 to 1.5 cents/kWh. OCPA's Basic Choice rates are calculated by first subtracting the PCIA rates from SCE's bundled generation rates and then applying a 2% discount. As both SCE's bundled generation and PCIA rates are reduced by similar amounts, the impact on OCPA rates is minimal.

Due to Calpine's billing system requirements, OCPA's rates became effective on January 22, 2024. The January 2024 OCPA rate schedules have been published on the OCPA website. These rates will be communicated to customers on their bills and will be implemented in the OCPA rates comparison tool, also available on the OCPA website, by the end of January 2024.

FISCAL IMPACT

The Board's ratification of the OCPA January 2024 rates has no fiscal impact.

ATTACHMENTS

OCPA Rate Schedules Effective January 22, 2024 – Residential and Commercial Customers

RESIDENTIAL CUSTOMERS

OCPA Rate Schedule	Period	Basic Choice	Smart Choice	100% Renewable Choice	Time Period Definitions
DOMESTIC					
GENERATION CHARGE (\$/KWH)	YEAR-ROUND	\$ 0.14451	\$ 0.15451	\$ 0.15951	All electric usage
TOU-D-4					
Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.27588	\$ 0.28588	\$ 0.29088	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.16462	\$ 0.17462	\$ 0.17962	4pm - 9pm, Saturday, Sunday, & holidays
	SUMMER OFF-PEAK	\$ 0.10282	\$ 0.11282	\$ 0.11782	All other hours
	WINTER MID-PEAK	\$ 0.20695	\$ 0.21695	\$ 0.22195	4pm - 9pm, every day
	WINTER OFF-PEAK	\$ 0.12877	\$ 0.13877	\$ 0.14377	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	\$ 0.10974	\$ 0.11974	\$ 0.12474	8am - 4pm, every day
TOU-D-5					
Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.41882	\$ 0.42882	\$ 0.43382	5pm - 8pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.23320	\$ 0.24320	\$ 0.24820	5pm - 8pm, Saturday, Sunday, & holidays
	SUMMER OFF-PEAK	\$ 0.09400	\$ 0.10400	\$ 0.10900	All other hours
	WINTER MID-PEAK	\$ 0.29230	\$ 0.30230	\$ 0.30730	5pm - 8pm, every day
	WINTER OFF-PEAK	\$ 0.12758	\$ 0.13758	\$ 0.14258	8pm - 8am, every day
	WINTER SUPER OFF-PEAK	\$ 0.09943	\$ 0.10943	\$ 0.11443	8am - 5pm, every day
TOU-D-A					
Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.33420	\$ 0.34420	\$ 0.34920	2pm - 8pm, Monday - Friday
	SUMMER OFF-PEAK	\$ 0.13949	\$ 0.14949	\$ 0.15449	8am - 2pm & 8pm - 10pm, Monday - Friday 8am - 10pm, Saturday, Sunday & holidays
	SUMMER SUPER OFF-PEAK	\$ 0.09821	\$ 0.10821	\$ 0.11321	10pm - 8am, every day
	WINTER ON-PEAK	\$ 0.19846	\$ 0.20846	\$ 0.21346	2pm - 8pm, Monday - Friday
	WINTER OFF-PEAK	\$ 0.10619	\$ 0.11619	\$ 0.12119	8am - 2pm & 8pm - 10pm, Monday - Friday 8am - 10pm, Saturday, Sunday & holidays
	WINTER SUPER OFF-PEAK	\$ 0.10048	\$ 0.11048	\$ 0.11548	10pm - 8am, every day
TOU-D-B					
Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.50770	\$ 0.51770	\$ 0.52270	2pm - 8pm, Monday - Friday
	SUMMER OFF-PEAK	\$ 0.13944	\$ 0.14944	\$ 0.15444	8am - 2pm & 8pm - 10pm, Monday - Friday 8am - 10pm, Saturday, Sunday & holidays
	SUMMER SUPER OFF-PEAK	\$ 0.04859	\$ 0.05859	\$ 0.06359	10pm - 8am, every day
	WINTER ON-PEAK	\$ 0.19142	\$ 0.20142	\$ 0.20642	2pm - 8pm, Monday - Friday
	WINTER OFF-PEAK	\$ 0.10620	\$ 0.11620	\$ 0.12120	8am - 2pm & 8pm - 10pm, Monday - Friday 8am - 10pm, Saturday, Sunday & holidays
	WINTER SUPER OFF-PEAK	\$ 0.04972	\$ 0.05972	\$ 0.06472	10pm - 8am, every day
TOU-D-PRIME					
Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.36313	\$ 0.37313	\$ 0.37813	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.12912	\$ 0.13912	\$ 0.14412	4pm - 9pm, Saturday, Sunday, & holidays
	SUMMER OFF-PEAK	\$ 0.08616	\$ 0.09616	\$ 0.10116	All other hours
	WINTER MID-PEAK	\$ 0.32794	\$ 0.33794	\$ 0.34294	4pm - 9pm, every day
	WINTER OFF-PEAK	\$ 0.07278	\$ 0.08278	\$ 0.08778	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	\$ 0.07278	\$ 0.08278	\$ 0.08778	8am - 4pm, every day
TOU-D-T					
Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.18311	\$ 0.19311	\$ 0.19811	12pm - 6pm, Monday - Friday except holidays*
	SUMMER OFF-PEAK	\$ 0.16645	\$ 0.17645	\$ 0.18145	All other hours
	WINTER ON-PEAK	\$ 0.13493	\$ 0.14493	\$ 0.14993	12pm - 6pm, Monday - Friday except holidays*
	WINTER OFF-PEAK	\$ 0.12265	\$ 0.13265	\$ 0.13765	All other hours
TOU-EV-1					
Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.35591	\$ 0.36591	\$ 0.37091	12pm - 9pm, every day
	SUMMER OFF-PEAK	\$ 0.04819	\$ 0.05819	\$ 0.06319	9pm - 12pm, every day
	WINTER ON-PEAK	\$ 0.15695	\$ 0.16695	\$ 0.17195	12pm - 9pm, every day
	WINTER OFF-PEAK	\$ 0.05973	\$ 0.06973	\$ 0.07473	9pm - 12pm, every day

*Holidays are New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas.

COMMERCIAL CUSTOMERS

OCPA Rate Schedule	Period	Basic Choice	Smart Choice	100% Renewable Choice	Time Period Definitions
TOU-GS-1-D					
Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.15596	\$ 0.16596	\$ 0.17096	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.14239	\$ 0.15239	\$ 0.15739	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	\$ 0.09884	\$ 0.10884	\$ 0.11384	9pm - 4pm, every day
	WINTER MID-PEAK	\$ 0.14778	\$ 0.15778	\$ 0.16278	4pm - 9pm, every day
	WINTER OFF-PEAK	\$ 0.10904	\$ 0.11904	\$ 0.12404	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	\$ 0.08561	\$ 0.09561	\$ 0.10061	8am - 4pm, every day
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 2-50kv (\$/kWh)	\$ (0.00056)	\$ (0.00056)	\$ (0.00056)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 51-219kv (\$/kWh)	\$ (0.00110)	\$ (0.00110)	\$ (0.00110)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kv (\$/kWh)	\$ (0.00113)	\$ (0.00113)	\$ (0.00113)	All electric usage
DEMAND CHARGE (\$/KW)	SUMMER ON-PEAK	\$ 19.72	\$ 19.72	\$ 19.72	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK	\$ 6.05	\$ 6.05	\$ 6.05	4pm - 9pm, Monday - Friday
	SUMMER ON-PEAK AND WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 2-50kv (\$/kW)	\$ (0.20)	\$ (0.20)	\$ (0.20)	4pm - 9pm, Monday - Friday
	SUMMER ON-PEAK AND WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 51-219kv (\$/kW)	\$ (0.46)	\$ (0.46)	\$ (0.46)	4pm - 9pm, Monday - Friday
	SUMMER ON-PEAK AND WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 220kv (\$/kW)	\$ (0.46)	\$ (0.46)	\$ (0.46)	4pm - 9pm, Monday - Friday
TOU-GS-1-E					
Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.53793	\$ 0.54793	\$ 0.55293	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.15496	\$ 0.16496	\$ 0.16996	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	\$ 0.11535	\$ 0.12535	\$ 0.13035	9pm - 4pm, every day
	WINTER MID-PEAK	\$ 0.22690	\$ 0.23690	\$ 0.24190	4pm - 9pm, every day
	WINTER OFF-PEAK	\$ 0.13317	\$ 0.14317	\$ 0.14817	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	\$ 0.07751	\$ 0.08751	\$ 0.09251	8am - 4pm, every day
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 2-50kv (\$/kWh)	\$ (0.00157)	\$ (0.00157)	\$ (0.00157)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 51-219kv (\$/kWh)	\$ (0.00343)	\$ (0.00343)	\$ (0.00343)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kv (\$/kWh)	\$ (0.00348)	\$ (0.00348)	\$ (0.00348)	All electric usage
TOU-GS-1-ES					
Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.58001	\$ 0.59001	\$ 0.59501	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.17057	\$ 0.18057	\$ 0.18557	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	\$ 0.12289	\$ 0.13289	\$ 0.13789	9pm - 4pm, every day
	WINTER MID-PEAK	\$ 0.21563	\$ 0.22563	\$ 0.23063	4pm - 9pm, every day
	WINTER OFF-PEAK	\$ 0.12409	\$ 0.13409	\$ 0.13909	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	\$ 0.07316	\$ 0.08316	\$ 0.08816	8am - 4pm, every day
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 2-50kv (\$/kWh)	\$ (0.00157)	\$ (0.00157)	\$ (0.00157)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 51-219kv (\$/kWh)	\$ (0.00343)	\$ (0.00343)	\$ (0.00343)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kv (\$/kWh)	\$ (0.00348)	\$ (0.00348)	\$ (0.00348)	All electric usage
TOU-GS-1-A					
Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.20329	\$ 0.21329	\$ 0.21829	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.19118	\$ 0.20118	\$ 0.20618	8am - 12pm & 6pm - 11pm, Monday - Friday
	SUMMER OFF-PEAK	\$ 0.18457	\$ 0.19457	\$ 0.19957	All other hours
	WINTER MID-PEAK	\$ 0.14031	\$ 0.15031	\$ 0.15531	8am - 9pm, Monday - Friday
	WINTER OFF-PEAK	\$ 0.12788	\$ 0.13788	\$ 0.14288	All other hours
TOU-GS-1-B					
Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.11815	\$ 0.12815	\$ 0.13315	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.11155	\$ 0.12155	\$ 0.12655	8am - 12pm & 6pm - 11pm, Monday - Friday
	SUMMER OFF-PEAK	\$ 0.10794	\$ 0.11794	\$ 0.12294	All other hours
	WINTER MID-PEAK	\$ 0.14031	\$ 0.15031	\$ 0.15531	8am - 9pm, Monday - Friday
	WINTER OFF-PEAK	\$ 0.12788	\$ 0.13788	\$ 0.14288	All other hours
DEMAND CHARGE (\$/KW)	SUMMER ON-PEAK	\$ 14.47	\$ 14.47	\$ 14.47	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	\$ 4.71	\$ 4.71	\$ 4.71	8am - 12pm & 6pm - 11pm, Monday - Friday

COMMERCIAL CUSTOMERS

OCPA Rate Schedule	Period	Basic Choice	Smart Choice	100% Renewable Choice	Time Period Definitions
TOU-GS-2-D					
Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.15154	\$ 0.16154	\$ 0.16654	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.13965	\$ 0.14965	\$ 0.15465	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	\$ 0.09562	\$ 0.10562	\$ 0.11062	9pm - 4pm, every day
	WINTER MID-PEAK	\$ 0.10775	\$ 0.11775	\$ 0.12275	4pm - 9pm, every day
	WINTER OFF-PEAK	\$ 0.10830	\$ 0.11830	\$ 0.12330	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	\$ 0.06483	\$ 0.07483	\$ 0.07983	8am - 4pm, every day
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 2-50kv (\$/kWh)	\$ (0.00112)	\$ (0.00112)	\$ (0.00112)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 51-219kv (\$/kWh)	\$ (0.00245)	\$ (0.00245)	\$ (0.00245)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kv (\$/kWh)	\$ (0.00247)	\$ (0.00247)	\$ (0.00247)	All electric usage
DEMAND CHARGE (\$/KW)	SUMMER ON-PEAK	\$ 25.01	\$ 25.01	\$ 25.01	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK	\$ 6.56	\$ 6.56	\$ 6.56	4pm - 9pm, Monday - Friday
	SUMMER ON-PEAK VOLTAGE DISCOUNT - DEMAND 2-50kv (\$/kw)	\$ (0.57)	\$ (0.57)	\$ (0.57)	4pm - 9pm, Monday - Friday
	SUMMER ON-PEAK VOLTAGE DISCOUNT - DEMAND 51-219kv (\$/kw)	\$ (1.31)	\$ (1.31)	\$ (1.31)	4pm - 9pm, Monday - Friday
	SUMMER ON-PEAK VOLTAGE DISCOUNT - DEMAND 220kv (\$/kw)	\$ (1.32)	\$ (1.32)	\$ (1.32)	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 2-50kv (\$/kw)	\$ (0.14)	\$ (0.14)	\$ (0.14)	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 51-219kv (\$/kw)	\$ (0.34)	\$ (0.34)	\$ (0.34)	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 220kv (\$/kw)	\$ (0.34)	\$ (0.34)	\$ (0.34)	4pm - 9pm, Monday - Friday
TOU-GS-2-E					
Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.46955	\$ 0.47955	\$ 0.48455	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.13965	\$ 0.14965	\$ 0.15465	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	\$ 0.09562	\$ 0.10562	\$ 0.11062	9pm - 4pm, every day
	WINTER MID-PEAK	\$ 0.15819	\$ 0.16819	\$ 0.17319	4pm - 9pm, every day
	WINTER OFF-PEAK	\$ 0.10830	\$ 0.11830	\$ 0.12330	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	\$ 0.06483	\$ 0.07483	\$ 0.07983	8am - 4pm, every day
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 2-50kv (\$/kWh)	\$ (0.00166)	\$ (0.00166)	\$ (0.00166)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 51-219kv (\$/kWh)	\$ (0.00369)	\$ (0.00369)	\$ (0.00369)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kv (\$/kWh)	\$ (0.00372)	\$ (0.00372)	\$ (0.00372)	All electric usage
DEMAND CHARGE (\$/KW)	SUMMER ON-PEAK	\$ 7.02	\$ 7.02	\$ 7.02	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK	\$ 2.72	\$ 2.72	\$ 2.72	4pm - 9pm, Monday - Friday
	SUMMER ON-PEAK VOLTAGE DISCOUNT - DEMAND 2-50kv (\$/kw)	\$ (0.23)	\$ (0.23)	\$ (0.23)	4pm - 9pm, Monday - Friday
	SUMMER ON-PEAK VOLTAGE DISCOUNT - DEMAND 51-219kv (\$/kw)	\$ (0.54)	\$ (0.54)	\$ (0.54)	4pm - 9pm, Monday - Friday
	SUMMER ON-PEAK VOLTAGE DISCOUNT - DEMAND 220kv (\$/kw)	\$ (0.54)	\$ (0.54)	\$ (0.54)	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 2-50kv (\$/kw)	\$ (0.06)	\$ (0.06)	\$ (0.06)	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 51-219kv (\$/kw)	\$ (0.14)	\$ (0.14)	\$ (0.14)	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 220kv (\$/kw)	\$ (0.14)	\$ (0.14)	\$ (0.14)	4pm - 9pm, Monday - Friday
TOU-GS-2-B					
Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.11432	\$ 0.12432	\$ 0.12932	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.10802	\$ 0.11802	\$ 0.12302	8am - 12pm & 6pm - 11pm, Monday - Friday

COMMERCIAL CUSTOMERS

OCPA Rate Schedule	Period	Basic Choice	Smart Choice	100% Renewable Choice	Time Period Definitions
	SUMMER OFF-PEAK	\$ 0.10456	\$ 0.11456	\$ 0.11956	All other hours
	WINTER MID-PEAK	\$ 0.13527	\$ 0.14527	\$ 0.15027	8am - 9pm, Monday - Friday
	WINTER OFF-PEAK	\$ 0.08680	\$ 0.09680	\$ 0.10180	All other hours
DEMAND CHARGE (\$/KW)	SUMMER ON-PEAK	\$ 17.34	\$ 17.34	\$ 17.34	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	\$ 5.83	\$ 5.83	\$ 5.83	8am - 12pm & 6pm - 11pm, Monday - Friday
TOU-GS-2-R		Summer - June through September; Winter - October through May			
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.34333	\$ 0.35333	\$ 0.35833	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.17196	\$ 0.18196	\$ 0.18696	8am - 12pm & 6pm - 11pm, Monday - Friday
	SUMMER OFF-PEAK	\$ 0.10456	\$ 0.11456	\$ 0.11956	All other hours
	WINTER MID-PEAK	\$ 0.13527	\$ 0.14527	\$ 0.15027	8am - 9pm, Monday - Friday
	WINTER OFF-PEAK	\$ 0.08680	\$ 0.09680	\$ 0.10180	All other hours
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 2-50kV (\$/kWh)	\$ (0.00282)	\$ (0.00282)	\$ (0.00282)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 51-219kV (\$/kWh)	\$ (0.00637)	\$ (0.00637)	\$ (0.00637)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kV (\$/kWh)	\$ (0.00642)	\$ (0.00642)	\$ (0.00642)	All electric usage

COMMERCIAL CUSTOMERS

OCPA Rate Schedule	Period	Basic Choice	Smart Choice	100% Renewable Choice	Time Period Definitions
TOU-GS-3-D					
Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.14127	\$ 0.15127	\$ 0.15627	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.13025	\$ 0.14025	\$ 0.14525	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	\$ 0.09326	\$ 0.10326	\$ 0.10826	9pm - 4pm, every day
	WINTER MID-PEAK	\$ 0.10511	\$ 0.11511	\$ 0.12011	4pm - 9pm, every day
	WINTER OFF-PEAK	\$ 0.10565	\$ 0.11565	\$ 0.12065	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	\$ 0.06323	\$ 0.07323	\$ 0.07823	8am - 4pm, every day
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 2-50kv (\$/kWh)	\$ (0.00111)	\$ (0.00111)	\$ (0.00111)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 51-219kv (\$/kWh)	\$ (0.00243)	\$ (0.00243)	\$ (0.00243)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kv (\$/kWh)	\$ (0.00247)	\$ (0.00247)	\$ (0.00247)	All electric usage
DEMAND CHARGE (\$/KW)	SUMMER ON-PEAK	\$ 21.46	\$ 21.46	\$ 21.46	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK	\$ 7.77	\$ 7.77	\$ 7.77	4pm - 9pm, Monday - Friday
	SUMMER ON-PEAK VOLTAGE DISCOUNT - DEMAND 2-50kv (\$/kW)	\$ (0.50)	\$ (0.50)	\$ (0.50)	4pm - 9pm, Monday - Friday
	SUMMER ON-PEAK VOLTAGE DISCOUNT - DEMAND 51-219kv (\$/kW)	\$ (1.15)	\$ (1.15)	\$ (1.15)	4pm - 9pm, Monday - Friday
	SUMMER ON-PEAK VOLTAGE DISCOUNT - DEMAND 220kv (\$/kW)	\$ (1.16)	\$ (1.16)	\$ (1.16)	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 2-50kv (\$/kW)	\$ (0.19)	\$ (0.19)	\$ (0.19)	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 51-219kv (\$/kW)	\$ (0.42)	\$ (0.42)	\$ (0.42)	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 220kv (\$/kW)	\$ (0.42)	\$ (0.42)	\$ (0.42)	4pm - 9pm, Monday - Friday
TOU-GS-3-E					
Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.38541	\$ 0.39541	\$ 0.40041	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.13025	\$ 0.14025	\$ 0.14525	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	\$ 0.09326	\$ 0.10326	\$ 0.10826	9pm - 4pm, every day
	WINTER MID-PEAK	\$ 0.15930	\$ 0.16930	\$ 0.17430	4pm - 9pm, every day
	WINTER OFF-PEAK	\$ 0.10565	\$ 0.11565	\$ 0.12065	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	\$ 0.06323	\$ 0.07323	\$ 0.07823	8am - 4pm, every day
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 2-50kv (\$/kWh)	\$ (0.00203)	\$ (0.00203)	\$ (0.00203)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 51-219kv (\$/kWh)	\$ (0.00455)	\$ (0.00455)	\$ (0.00455)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kv (\$/kWh)	\$ (0.00460)	\$ (0.00460)	\$ (0.00460)	All electric usage
DEMAND CHARGE (\$/KW)	SUMMER ON-PEAK	\$ 6.03	\$ 6.03	\$ 6.03	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK	\$ 3.21	\$ 3.21	\$ 3.21	4pm - 9pm, Monday - Friday
	SUMMER ON-PEAK VOLTAGE DISCOUNT - DEMAND 2-50kv (\$/kW)	\$ (0.20)	\$ (0.20)	\$ (0.20)	4pm - 9pm, Monday - Friday
	SUMMER ON-PEAK VOLTAGE DISCOUNT - DEMAND 51-219kv (\$/kW)	\$ (0.48)	\$ (0.48)	\$ (0.48)	4pm - 9pm, Monday - Friday
	SUMMER ON-PEAK VOLTAGE DISCOUNT - DEMAND 220kv (\$/kW)	\$ (0.48)	\$ (0.48)	\$ (0.48)	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 2-50kv (\$/kW)	\$ (0.07)	\$ (0.07)	\$ (0.07)	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 51-219kv (\$/kW)	\$ (0.17)	\$ (0.17)	\$ (0.17)	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 220kv (\$/kW)	\$ (0.17)	\$ (0.17)	\$ (0.17)	4pm - 9pm, Monday - Friday
TOU-GS-3-B					
Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.10927	\$ 0.11927	\$ 0.12427	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.10312	\$ 0.11312	\$ 0.11812	8am - 12pm & 6pm - 11pm, Monday - Friday

COMMERCIAL CUSTOMERS

OCPA Rate Schedule	Period	Basic Choice	Smart Choice	100% Renewable Choice	Time Period Definitions
	SUMMER OFF-PEAK	\$ 0.09998	\$ 0.10998	\$ 0.11498	All other hours
	WINTER MID-PEAK	\$ 0.13432	\$ 0.14432	\$ 0.14932	8am - 9pm, Monday - Friday
	WINTER OFF-PEAK	\$ 0.08506	\$ 0.09506	\$ 0.10006	All other hours
DEMAND CHARGE (\$/KW)	SUMMER ON-PEAK	\$ 14.38	\$ 14.38	\$ 14.38	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	\$ 4.81	\$ 4.81	\$ 4.81	8am - 12pm & 6pm - 11pm, Monday - Friday
TOU-GS-3-R Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.28629	\$ 0.29629	\$ 0.30129	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.14943	\$ 0.15943	\$ 0.16443	8am - 12pm & 6pm - 11pm, Monday - Friday
	SUMMER OFF-PEAK	\$ 0.09998	\$ 0.10998	\$ 0.11498	All other hours
	WINTER MID-PEAK	\$ 0.13432	\$ 0.14432	\$ 0.14932	8am - 9pm, Monday - Friday
	WINTER OFF-PEAK	\$ 0.08506	\$ 0.09506	\$ 0.10006	All other hours
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 2-50kV (\$/kWh)	\$ (0.00239)	\$ (0.00239)	\$ (0.00239)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 51-219kV (\$/kWh)	\$ (0.00538)	\$ (0.00538)	\$ (0.00538)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kV (\$/kWh)	\$ (0.00544)	\$ (0.00544)	\$ (0.00544)	All electric usage

COMMERCIAL CUSTOMERS

OCPA Rate Schedule	Period	Basic Choice	Smart Choice	100% Renewable Choice	Time Period Definitions
TOU-8-SEC-D Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.13910	\$ 0.14910	\$ 0.15410	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.12824	\$ 0.13824	\$ 0.14324	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	\$ 0.09202	\$ 0.10202	\$ 0.10702	9pm - 4pm, every day
	WINTER MID-PEAK	\$ 0.10374	\$ 0.11374	\$ 0.11874	4pm - 9pm, every day
	WINTER OFF-PEAK	\$ 0.10429	\$ 0.11429	\$ 0.11929	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	\$ 0.06230	\$ 0.07230	\$ 0.07730	8am - 4pm, every day
DEMAND CHARGE (\$/KW)	SUMMER ON-PEAK	\$ 22.34	\$ 22.34	\$ 22.34	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK	\$ 6.85	\$ 6.85	\$ 6.85	4pm - 9pm, Monday - Friday
TOU-8-PRI-D Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.13357	\$ 0.14357	\$ 0.14857	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.12338	\$ 0.13338	\$ 0.13838	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	\$ 0.08846	\$ 0.09846	\$ 0.10346	9pm - 4pm, every day
	WINTER MID-PEAK	\$ 0.09989	\$ 0.10989	\$ 0.11489	4pm - 9pm, every day
	WINTER OFF-PEAK	\$ 0.10060	\$ 0.11060	\$ 0.11560	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	\$ 0.06017	\$ 0.07017	\$ 0.07517	8am - 4pm, every day
DEMAND CHARGE (\$/KW)	SUMMER ON-PEAK	\$ 21.50	\$ 21.50	\$ 21.50	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK	\$ 8.05	\$ 8.05	\$ 8.05	4pm - 9pm, Monday - Friday
TOU-8-SUB-D Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.12533	\$ 0.13533	\$ 0.14033	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.11608	\$ 0.12608	\$ 0.13108	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	\$ 0.08286	\$ 0.09286	\$ 0.09786	9pm - 4pm, every day
	WINTER MID-PEAK	\$ 0.09359	\$ 0.10359	\$ 0.10859	4pm - 9pm, every day
	WINTER OFF-PEAK	\$ 0.09455	\$ 0.10455	\$ 0.10955	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	\$ 0.05657	\$ 0.06657	\$ 0.07157	8am - 4pm, every day
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kV (\$/kWh)	\$ (0.00072)	\$ (0.00072)	\$ (0.00072)	All electric usage
DEMAND CHARGE (\$/KW)	SUMMER ON-PEAK	\$ 23.72	\$ 23.72	\$ 23.72	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK	\$ 7.67	\$ 7.67	\$ 7.67	4pm - 9pm, Monday - Friday
	SUMMER ON-PEAK VOLTAGE DISCOUNT - DEMAND 220kV (\$/kW)	\$ (0.24)	\$ (0.24)	\$ (0.24)	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 220kV (\$/kW)	\$ (0.08)	\$ (0.08)	\$ (0.08)	4pm - 9pm, Monday - Friday
TOU-8-SEC-E Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.36838	\$ 0.37838	\$ 0.38338	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.12824	\$ 0.13824	\$ 0.14324	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	\$ 0.09202	\$ 0.10202	\$ 0.10702	9pm - 4pm, every day
	WINTER MID-PEAK	\$ 0.14812	\$ 0.15812	\$ 0.16312	4pm - 9pm, every day
	WINTER OFF-PEAK	\$ 0.10429	\$ 0.11429	\$ 0.11929	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	\$ 0.06230	\$ 0.07230	\$ 0.07730	8am - 4pm, every day
DEMAND CHARGE (\$/KW)	SUMMER ON-PEAK	\$ 6.27	\$ 6.27	\$ 6.27	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK	\$ 2.84	\$ 2.84	\$ 2.84	4pm - 9pm, Monday - Friday
TOU-8-PRI-E Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.35072	\$ 0.36072	\$ 0.36572	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.12338	\$ 0.13338	\$ 0.13838	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	\$ 0.08846	\$ 0.09846	\$ 0.10346	9pm - 4pm, every day
	WINTER MID-PEAK	\$ 0.16971	\$ 0.17971	\$ 0.18471	4pm - 9pm, every day
	WINTER OFF-PEAK	\$ 0.10060	\$ 0.11060	\$ 0.11560	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	\$ 0.06017	\$ 0.07017	\$ 0.07517	8am - 4pm, every day
DEMAND CHARGE (\$/KW)	SUMMER ON-PEAK	\$ 5.27	\$ 5.27	\$ 5.27	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK	\$ 0.91	\$ 0.91	\$ 0.91	4pm - 9pm, Monday - Friday
TOU-8-SUB-E Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.38290	\$ 0.39290	\$ 0.39790	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.11608	\$ 0.12608	\$ 0.13108	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	\$ 0.08286	\$ 0.09286	\$ 0.09786	9pm - 4pm, every day
	WINTER MID-PEAK	\$ 0.14986	\$ 0.15986	\$ 0.16486	4pm - 9pm, every day
	WINTER OFF-PEAK	\$ 0.09455	\$ 0.10455	\$ 0.10955	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	\$ 0.05657	\$ 0.06657	\$ 0.07157	8am - 4pm, every day
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kV (\$/kWh)	\$ (0.00092)	\$ (0.00092)	\$ (0.00092)	All electric usage
DEMAND CHARGE (\$/KW)	SUMMER ON-PEAK	\$ 2.25	\$ 2.25	\$ 2.25	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK	\$ 1.09	\$ 1.09	\$ 1.09	4pm - 9pm, Monday - Friday
	SUMMER ON-PEAK VOLTAGE DISCOUNT - DEMAND 220kV (\$/kW)	\$ (0.02)	\$ (0.02)	\$ (0.02)	4pm - 9pm, Monday - Friday

COMMERCIAL CUSTOMERS					
OCPA Rate Schedule	Period	Basic Choice	Smart Choice	100% Renewable Choice	Time Period Definitions
	WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 220kV (\$/kW)	\$ (0.01)	\$ (0.01)	\$ (0.01)	4pm - 9pm, Monday - Friday

COMMERCIAL CUSTOMERS

OCPA Rate Schedule	Period	Basic Choice	Smart Choice	100% Renewable Choice	Time Period Definitions
TOU-8-SEC-B					
Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.10772	\$ 0.11772	\$ 0.12272	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.10134	\$ 0.11134	\$ 0.11634	8am - 12pm & 6pm - 11pm, Monday - Friday
	SUMMER OFF-PEAK	\$ 0.09854	\$ 0.10854	\$ 0.11354	All other hours
	WINTER MID-PEAK	\$ 0.12801	\$ 0.13801	\$ 0.14301	8am - 9pm, Monday - Friday
	WINTER OFF-PEAK	\$ 0.08504	\$ 0.09504	\$ 0.10004	All other hours
DEMAND CHARGE (\$/KW)	SUMMER ON-PEAK	\$ 15.38	\$ 15.38	\$ 15.38	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	\$ 5.05	\$ 5.05	\$ 5.05	8am - 12pm & 6pm - 11pm, Monday - Friday
TOU-8-PRI-B					
Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.10379	\$ 0.11379	\$ 0.11879	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.09729	\$ 0.10729	\$ 0.11229	8am - 12pm & 6pm - 11pm, Monday - Friday
	SUMMER OFF-PEAK	\$ 0.09496	\$ 0.10496	\$ 0.10996	All other hours
	WINTER MID-PEAK	\$ 0.13211	\$ 0.14211	\$ 0.14711	8am - 9pm, Monday - Friday
	WINTER OFF-PEAK	\$ 0.08356	\$ 0.09356	\$ 0.09856	All other hours
DEMAND CHARGE (\$/KW)	SUMMER ON-PEAK	\$ 15.14	\$ 15.14	\$ 15.14	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	\$ 4.86	\$ 4.86	\$ 4.86	8am - 12pm & 6pm - 11pm, Monday - Friday
TOU-8-SUB-B					
Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.09726	\$ 0.10726	\$ 0.11226	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.09092	\$ 0.10092	\$ 0.10592	8am - 12pm & 6pm - 11pm, Monday - Friday
	SUMMER OFF-PEAK	\$ 0.08900	\$ 0.09900	\$ 0.10400	All other hours
	WINTER MID-PEAK	\$ 0.12223	\$ 0.13223	\$ 0.13723	8am - 9pm, Monday - Friday
	WINTER OFF-PEAK	\$ 0.07911	\$ 0.08911	\$ 0.09411	All other hours
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kv (\$/kWh)	\$ (0.00072)	\$ (0.00072)	\$ (0.00072)	All electric usage
DEMAND CHARGE (\$/KW)	SUMMER ON-PEAK	\$ 17.27	\$ 17.27	\$ 17.27	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	\$ 5.59	\$ 5.59	\$ 5.59	8am - 12pm & 6pm - 11pm, Monday - Friday
	SUMMER ON-PEAK AND MID-PEAK VOLTAGE DISCOUNT - DEMAND 220kv (\$/kW)	\$ (0.36)	\$ (0.36)	\$ (0.36)	8am - 11pm, Monday - Friday
TOU-8-SEC-R					
Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.28438	\$ 0.29438	\$ 0.29938	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.14435	\$ 0.15435	\$ 0.15935	8am - 12pm & 6pm - 11pm, Monday - Friday
	SUMMER OFF-PEAK	\$ 0.09854	\$ 0.10854	\$ 0.11354	All other hours
	WINTER MID-PEAK	\$ 0.12801	\$ 0.13801	\$ 0.14301	8am - 9pm, Monday - Friday
	WINTER OFF-PEAK	\$ 0.08504	\$ 0.09504	\$ 0.10004	All other hours
TOU-8-PRI-R					
Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.27498	\$ 0.28498	\$ 0.28998	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.13605	\$ 0.14605	\$ 0.15105	8am - 12pm & 6pm - 11pm, Monday - Friday
	SUMMER OFF-PEAK	\$ 0.09496	\$ 0.10496	\$ 0.10996	All other hours
	WINTER MID-PEAK	\$ 0.13211	\$ 0.14211	\$ 0.14711	8am - 9pm, Monday - Friday
	WINTER OFF-PEAK	\$ 0.08356	\$ 0.09356	\$ 0.09856	All other hours
TOU-8-SUB-R					
Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.27195	\$ 0.28195	\$ 0.28695	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.12931	\$ 0.13931	\$ 0.14431	8am - 12pm & 6pm - 11pm, Monday - Friday
	SUMMER OFF-PEAK	\$ 0.08900	\$ 0.09900	\$ 0.10400	All other hours
	WINTER MID-PEAK	\$ 0.12223	\$ 0.13223	\$ 0.13723	8am - 9pm, Monday - Friday
	WINTER OFF-PEAK	\$ 0.07911	\$ 0.08911	\$ 0.09411	All other hours
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kv (\$/kWh)	\$ (0.00115)	\$ (0.00115)	\$ (0.00115)	All electric usage
TOU-8-SEC-RBU					
Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.13910	\$ 0.14910	\$ 0.15410	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.12824	\$ 0.13824	\$ 0.14324	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	\$ 0.09202	\$ 0.10202	\$ 0.10702	9pm - 4pm, every day
	WINTER MID-PEAK	\$ 0.10374	\$ 0.11374	\$ 0.11874	4pm - 9pm, every day
	WINTER OFF-PEAK	\$ 0.10429	\$ 0.11429	\$ 0.11929	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	\$ 0.06230	\$ 0.07230	\$ 0.07730	8am - 4pm, every day
DEMAND CHARGE (\$/KW)	SUMMER ON-PEAK	\$ 22.34	\$ 22.34	\$ 22.34	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK	\$ 6.85	\$ 6.85	\$ 6.85	4pm - 9pm, Monday - Friday

COMMERCIAL CUSTOMERS

OCPA Rate Schedule	Period	Basic Choice	Smart Choice	100% Renewable Choice	Time Period Definitions
TOU-8-PRI-RBU					
Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.13357	\$ 0.14357	\$ 0.14857	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.12338	\$ 0.13338	\$ 0.13838	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	\$ 0.08846	\$ 0.09846	\$ 0.10346	9pm - 4pm, every day
	WINTER MID-PEAK	\$ 0.09989	\$ 0.10989	\$ 0.11489	4pm - 9pm, every day
	WINTER OFF-PEAK	\$ 0.10060	\$ 0.11060	\$ 0.11560	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	\$ 0.06017	\$ 0.07017	\$ 0.07517	8am - 4pm, every day
DEMAND CHARGE (\$/KW)	SUMMER ON-PEAK	\$ 21.50	\$ 21.50	\$ 21.50	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK	\$ 8.05	\$ 8.05	\$ 8.05	4pm - 9pm, Monday - Friday
TOU-8-SUB-RBU					
Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.12533	\$ 0.13533	\$ 0.14033	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.11608	\$ 0.12608	\$ 0.13108	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	\$ 0.08286	\$ 0.09286	\$ 0.09786	9pm - 4pm, every day
	WINTER MID-PEAK	\$ 0.09359	\$ 0.10359	\$ 0.10859	4pm - 9pm, every day
	WINTER OFF-PEAK	\$ 0.09455	\$ 0.10455	\$ 0.10955	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	\$ 0.05657	\$ 0.06657	\$ 0.07157	8am - 4pm, every day
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kv (\$/kWh)	\$ (0.00072)	\$ (0.00072)	\$ (0.00072)	All electric usage
DEMAND CHARGE (\$/KW)	SUMMER ON-PEAK	\$ 23.72	\$ 23.72	\$ 23.72	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK	\$ 7.67	\$ 7.67	\$ 7.67	4pm - 9pm, Monday - Friday
	SUMMER ON-PEAK VOLTAGE DISCOUNT - DEMAND 220kv (\$/kW)	\$ (0.24)	\$ (0.24)	\$ (0.24)	4pm - 9pm, Monday - Friday
	WINTER WEEKDAYS VOLTAGE DISCOUNT - DEMAND 220kv (\$/kW)	\$ (0.08)	\$ (0.08)	\$ (0.08)	4pm - 9pm, Monday - Friday

BUSINESS ELECTRIC VEHICLE CUSTOMERS

OCPA Rate Schedule	Period	Basic Choice	Smart Choice	100% Renewable Choice	Time Period Definitions
TOU-EV-7 Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.40746	\$ 0.41746	\$ 0.42246	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.15496	\$ 0.16496	\$ 0.16996	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	\$ 0.13019	\$ 0.14019	\$ 0.14519	9pm - 4pm, every day
	WINTER MID-PEAK	\$ 0.22690	\$ 0.23690	\$ 0.24190	4pm - 9pm, every day
	WINTER OFF-PEAK	\$ 0.15035	\$ 0.16035	\$ 0.16535	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	\$ 0.07751	\$ 0.08751	\$ 0.09251	8am - 4pm, every day
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 2-50kv (\$/kWh)	\$ (0.00157)	\$ (0.00157)	\$ (0.00157)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 51-219kv (\$/kWh)	\$ (0.00343)	\$ (0.00343)	\$ (0.00343)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kv (\$/kWh)	\$ (0.00348)	\$ (0.00348)	\$ (0.00348)	All electric usage
TOU-EV-8 Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.44950	\$ 0.45950	\$ 0.46450	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.13965	\$ 0.14965	\$ 0.15465	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	\$ 0.11183	\$ 0.12183	\$ 0.12683	9pm - 4pm, every day
	WINTER MID-PEAK	\$ 0.19375	\$ 0.20375	\$ 0.20875	4pm - 9pm, every day
	WINTER OFF-PEAK	\$ 0.12849	\$ 0.13849	\$ 0.14349	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	\$ 0.06483	\$ 0.07483	\$ 0.07983	8am - 4pm, every day
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 2-50kv (\$/kWh)	\$ (0.00283)	\$ (0.00283)	\$ (0.00283)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 51-219kv (\$/kWh)	\$ (0.00637)	\$ (0.00637)	\$ (0.00637)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kv (\$/kWh)	\$ (0.00642)	\$ (0.00642)	\$ (0.00642)	All electric usage
TOU-EV-9-SEC Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.34742	\$ 0.35742	\$ 0.36242	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.12824	\$ 0.13824	\$ 0.14324	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	\$ 0.10314	\$ 0.11314	\$ 0.11814	9pm - 4pm, every day
	WINTER MID-PEAK	\$ 0.17940	\$ 0.18940	\$ 0.19440	4pm - 9pm, every day
	WINTER OFF-PEAK	\$ 0.11606	\$ 0.12606	\$ 0.13106	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	\$ 0.06230	\$ 0.07230	\$ 0.07730	8am - 4pm, every day
TOU-EV-9-PRI Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.31981	\$ 0.32981	\$ 0.33481	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.12338	\$ 0.13338	\$ 0.13838	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	\$ 0.09809	\$ 0.10809	\$ 0.11309	9pm - 4pm, every day
	WINTER MID-PEAK	\$ 0.17866	\$ 0.18866	\$ 0.19366	4pm - 9pm, every day
	WINTER OFF-PEAK	\$ 0.11001	\$ 0.12001	\$ 0.12501	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	\$ 0.06017	\$ 0.07017	\$ 0.07517	8am - 4pm, every day
TOU-EV-9-SUB Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.31107	\$ 0.32107	\$ 0.32607	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.11608	\$ 0.12608	\$ 0.13108	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	\$ 0.09157	\$ 0.10157	\$ 0.10657	9pm - 4pm, every day
	WINTER MID-PEAK	\$ 0.15918	\$ 0.16918	\$ 0.17418	4pm - 9pm, every day
	WINTER OFF-PEAK	\$ 0.10222	\$ 0.11222	\$ 0.11722	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	\$ 0.05657	\$ 0.06657	\$ 0.07157	8am - 4pm, every day
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kv (\$/kWh)	\$ (0.00115)	\$ (0.00115)	\$ (0.00115)	All electric usage

AGRICULTURE CUSTOMERS

OCPA Rate Schedule	Period	Basic Choice	Smart Choice	100% Renewable Choice	Time Period Definitions
TOU-PA-2-D					
Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.15214	\$ 0.16214	\$ 0.16714	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.14016	\$ 0.15016	\$ 0.15516	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	\$ 0.09833	\$ 0.10833	\$ 0.11333	9pm - 4pm, every day
	WINTER MID-PEAK	\$ 0.12271	\$ 0.13271	\$ 0.13771	4pm - 9pm, every day
	WINTER OFF-PEAK	\$ 0.10101	\$ 0.11101	\$ 0.11601	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	\$ 0.08867	\$ 0.09867	\$ 0.10367	8am - 4pm, every day
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 2-50kv (\$/kWh)	\$ (0.00114)	\$ (0.00114)	\$ (0.00114)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 51-219kv (\$/kWh)	\$ (0.00251)	\$ (0.00251)	\$ (0.00251)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kv (\$/kWh)	\$ (0.00251)	\$ (0.00251)	\$ (0.00251)	All electric usage
DEMAND CHARGE (\$/KW)	SUMMER ON-PEAK	\$ 13.74	\$ 13.74	\$ 13.74	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK	\$ 3.11	\$ 3.11	\$ 3.11	4pm - 9pm, Monday - Friday
	SUMMER ON-PEAK AND WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 2-50kv (\$/kW)	\$ (0.19)	\$ (0.19)	\$ (0.19)	4pm - 9pm, Monday - Friday
	SUMMER ON-PEAK AND WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 51-219kv (\$/kW)	\$ (0.42)	\$ (0.42)	\$ (0.42)	4pm - 9pm, Monday - Friday
	SUMMER ON-PEAK AND WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 220kv (\$/kW)	\$ (0.42)	\$ (0.42)	\$ (0.42)	4pm - 9pm, Monday - Friday
	WINTER WIND MACHINE CREDIT (\$/kW)	\$ (9.86)	\$ (9.86)	\$ (9.86)	All electric usage
TOU-PA-2-D5					
Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.28672	\$ 0.29672	\$ 0.30172	5pm - 8pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.27138	\$ 0.28138	\$ 0.28638	5pm - 8pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	\$ 0.09319	\$ 0.10319	\$ 0.10819	8pm - 5pm, every day
	WINTER MID-PEAK	\$ 0.12895	\$ 0.13895	\$ 0.14395	5pm - 8pm, every day
	WINTER OFF-PEAK	\$ 0.10597	\$ 0.11597	\$ 0.12097	8pm - 8am, every day
	WINTER SUPER OFF-PEAK	\$ 0.09290	\$ 0.10290	\$ 0.10790	8am - 5pm, every day
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 2-50kv (\$/kWh)	\$ (0.00120)	\$ (0.00120)	\$ (0.00120)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 51-219kv (\$/kWh)	\$ (0.00265)	\$ (0.00265)	\$ (0.00265)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kv (\$/kWh)	\$ (0.00266)	\$ (0.00266)	\$ (0.00266)	All electric usage
DEMAND CHARGE (\$/KW)	SUMMER ON-PEAK	\$ 13.16	\$ 13.16	\$ 13.16	5pm - 8pm, Monday - Friday
	WINTER MID-PEAK	\$ 2.17	\$ 2.17	\$ 2.17	4pm - 9pm, Monday - Friday
	SUMMER ON-PEAK AND WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 2-50kv (\$/kW)	\$ (0.17)	\$ (0.17)	\$ (0.17)	5pm - 8pm, Monday - Friday
	SUMMER ON-PEAK AND WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 51-219kv (\$/kW)	\$ (0.38)	\$ (0.38)	\$ (0.38)	5pm - 8pm, Monday - Friday
	SUMMER ON-PEAK AND WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 220kv (\$/kW)	\$ (0.38)	\$ (0.38)	\$ (0.38)	5pm - 8pm, Monday - Friday
	WINTER WIND MACHINE CREDIT (\$/kW)	\$ (9.86)	\$ (9.86)	\$ (9.86)	All electric usage

AGRICULTURE CUSTOMERS

OCPA Rate Schedule	Period	Basic Choice	Smart Choice	100% Renewable Choice	Time Period Definitions
TOU-PA-2-E Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.47306	\$ 0.48306	\$ 0.48806	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.14016	\$ 0.15016	\$ 0.15516	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	\$ 0.09833	\$ 0.10833	\$ 0.11333	9pm - 4pm, every day
	WINTER MID-PEAK	\$ 0.13948	\$ 0.14948	\$ 0.15448	4pm - 9pm, every day
	WINTER OFF-PEAK	\$ 0.11435	\$ 0.12435	\$ 0.12935	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	\$ 0.10006	\$ 0.11006	\$ 0.11506	8am - 4pm, every day
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 2-50kv (\$/kWh)	\$ (0.00184)	\$ (0.00184)	\$ (0.00184)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 51-219kv (\$/kWh)	\$ (0.00409)	\$ (0.00409)	\$ (0.00409)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kv (\$/kWh)	\$ (0.00410)	\$ (0.00410)	\$ (0.00410)	All electric usage
DEMAND CHARGE (\$/KW)	YEAR ROUND WIND MACHINE CREDIT (\$/kw)	\$ (9.86)	\$ (9.86)	\$ (9.86)	All electric usage
TOU-PA-2-E5 Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.77631	\$ 0.78631	\$ 0.79131	5pm - 8pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.27138	\$ 0.28138	\$ 0.28638	5pm - 8pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	\$ 0.09319	\$ 0.10319	\$ 0.10819	8pm - 5pm, every day
	WINTER MID-PEAK	\$ 0.14002	\$ 0.15002	\$ 0.15502	5pm - 8pm, every day
	WINTER OFF-PEAK	\$ 0.11479	\$ 0.12479	\$ 0.12979	8pm - 8am, every day
	WINTER SUPER OFF-PEAK	\$ 0.10042	\$ 0.11042	\$ 0.11542	8am - 5pm, every day
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 2-50kv (\$/kWh)	\$ (0.00183)	\$ (0.00183)	\$ (0.00183)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 51-219kv (\$/kWh)	\$ (0.00409)	\$ (0.00409)	\$ (0.00409)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kv (\$/kWh)	\$ (0.00410)	\$ (0.00410)	\$ (0.00410)	All electric usage
DEMAND CHARGE (\$/KW)	YEAR ROUND WIND MACHINE CREDIT (\$/kw)	\$ (9.86)	\$ (9.86)	\$ (9.86)	All electric usage
TOU-PA-2-A Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.30431	\$ 0.31431	\$ 0.31931	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.14800	\$ 0.15800	\$ 0.16300	8am - 12pm & 6pm - 11pm, Monday - Friday
	SUMMER OFF-PEAK	\$ 0.10560	\$ 0.11560	\$ 0.12060	All other hours
	WINTER MID-PEAK	\$ 0.13838	\$ 0.14838	\$ 0.15338	8am - 9pm, Monday - Friday
	WINTER OFF-PEAK	\$ 0.09703	\$ 0.10703	\$ 0.11203	All other hours
DEMAND CHARGE (\$/KW)	YEAR ROUND WIND MACHINE CREDIT (\$/kw)	\$ (9.86)	\$ (9.86)	\$ (9.86)	All electric usage
TOU-PA-2-B Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.11551	\$ 0.12551	\$ 0.13051	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.10800	\$ 0.11800	\$ 0.12300	8am - 12pm & 6pm - 11pm, Monday - Friday
	SUMMER OFF-PEAK	\$ 0.10560	\$ 0.11560	\$ 0.12060	All other hours
	WINTER MID-PEAK	\$ 0.13838	\$ 0.14838	\$ 0.15338	8am - 9pm, Monday - Friday
	WINTER OFF-PEAK	\$ 0.09703	\$ 0.10703	\$ 0.11203	All other hours
DEMAND CHARGE (\$/KW)	SUMMER ON-PEAK	\$ 9.75	\$ 9.75	\$ 9.75	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	\$ 2.98	\$ 2.98	\$ 2.98	8am - 12pm & 6pm - 11pm, Monday - Friday
	WINTER WIND MACHINE CREDIT (\$/kw)	\$ (9.86)	\$ (9.86)	\$ (9.86)	All electric usage

AGRICULTURE CUSTOMERS

OCPA Rate Schedule	Period	Basic Choice	Smart Choice	100% Renewable Choice	Time Period Definitions
TOU-PA-3-D Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.13413	\$ 0.14413	\$ 0.14913	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.12378	\$ 0.13378	\$ 0.13878	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	\$ 0.08749	\$ 0.09749	\$ 0.10249	9pm - 4pm, every day
	WINTER MID-PEAK	\$ 0.10743	\$ 0.11743	\$ 0.12243	4pm - 9pm, every day
	WINTER OFF-PEAK	\$ 0.10801	\$ 0.11801	\$ 0.12301	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	\$ 0.06450	\$ 0.07450	\$ 0.07950	8am - 4pm, every day
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 2-50kv (\$/kWh)	\$ (0.00113)	\$ (0.00113)	\$ (0.00113)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 51-219kv (\$/kWh)	\$ (0.00247)	\$ (0.00247)	\$ (0.00247)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kv (\$/kWh)	\$ (0.00250)	\$ (0.00250)	\$ (0.00250)	All electric usage
DEMAND CHARGE (\$/KW)	SUMMER ON-PEAK	\$ 14.66	\$ 14.66	\$ 14.66	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK	\$ 3.17	\$ 3.17	\$ 3.17	4pm - 9pm, Monday - Friday
	SUMMER ON-PEAK AND WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 2-50kv (\$/kW)	\$ (0.22)	\$ (0.22)	\$ (0.22)	4pm - 9pm, Monday - Friday
	SUMMER ON-PEAK AND WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 51-219kv (\$/kW)	\$ (0.52)	\$ (0.52)	\$ (0.52)	4pm - 9pm, Monday - Friday
	SUMMER ON-PEAK AND WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 220kv (\$/kW)	\$ (0.52)	\$ (0.52)	\$ (0.52)	4pm - 9pm, Monday - Friday
TOU-PA-3-D5 Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.23367	\$ 0.24367	\$ 0.24867	5pm - 8pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.22133	\$ 0.23133	\$ 0.23633	5pm - 8pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	\$ 0.08689	\$ 0.09689	\$ 0.10189	8pm - 5pm, every day
	WINTER MID-PEAK	\$ 0.10995	\$ 0.11995	\$ 0.12495	5pm - 8pm, every day
	WINTER OFF-PEAK	\$ 0.11055	\$ 0.12055	\$ 0.12555	8pm - 8am, every day
	WINTER SUPER OFF-PEAK	\$ 0.06575	\$ 0.07575	\$ 0.08075	8am - 5pm, every day
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 2-50kv (\$/kWh)	\$ (0.00122)	\$ (0.00122)	\$ (0.00122)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 51-219kv (\$/kWh)	\$ (0.00267)	\$ (0.00267)	\$ (0.00267)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kv (\$/kWh)	\$ (0.00271)	\$ (0.00271)	\$ (0.00271)	All electric usage
DEMAND CHARGE (\$/KW)	SUMMER ON-PEAK	\$ 12.38	\$ 12.38	\$ 12.38	5pm - 8pm, Monday - Friday
	WINTER MID-PEAK	\$ 2.89	\$ 2.89	\$ 2.89	4pm - 9pm, Monday - Friday
	SUMMER ON-PEAK AND WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 2-50kv (\$/kW)	\$ (0.19)	\$ (0.19)	\$ (0.19)	5pm - 8pm, Monday - Friday
	SUMMER ON-PEAK AND WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 51-219kv (\$/kW)	\$ (0.45)	\$ (0.45)	\$ (0.45)	5pm - 8pm, Monday - Friday
	SUMMER ON-PEAK AND WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 220kv (\$/kW)	\$ (0.45)	\$ (0.45)	\$ (0.45)	5pm - 8pm, Monday - Friday
TOU-PA-3-E Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.40697	\$ 0.41697	\$ 0.42197	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.12378	\$ 0.13378	\$ 0.13878	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	\$ 0.08749	\$ 0.09749	\$ 0.10249	9pm - 4pm, every day
	WINTER MID-PEAK	\$ 0.14647	\$ 0.15647	\$ 0.16147	4pm - 9pm, every day
	WINTER OFF-PEAK	\$ 0.11998	\$ 0.12998	\$ 0.13498	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	\$ 0.05402	\$ 0.06402	\$ 0.06902	8am - 4pm, every day
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 2-50kv (\$/kWh)	\$ (0.00175)	\$ (0.00175)	\$ (0.00175)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 51-219kv (\$/kWh)	\$ (0.00392)	\$ (0.00392)	\$ (0.00392)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kv (\$/kWh)	\$ (0.00396)	\$ (0.00396)	\$ (0.00396)	All electric usage

AGRICULTURE CUSTOMERS

OCA Rate Schedule	Period	Basic Choice	Smart Choice	100% Renewable Choice	Time Period Definitions
TOU-PA-3-E5 Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.59601	\$ 0.60601	\$ 0.61101	5pm - 8pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.22133	\$ 0.23133	\$ 0.23633	5pm - 8pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	\$ 0.08689	\$ 0.09689	\$ 0.10189	8pm - 5pm, every day
	WINTER MID-PEAK	\$ 0.15245	\$ 0.16245	\$ 0.16745	5pm - 8pm, every day
	WINTER OFF-PEAK	\$ 0.12475	\$ 0.13475	\$ 0.13975	8pm - 8am, every day
	WINTER SUPER OFF-PEAK	\$ 0.05575	\$ 0.06575	\$ 0.07075	8am - 5pm, every day
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 2-50kV (\$/kWh)	\$ (0.00175)	\$ (0.00175)	\$ (0.00175)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 51-219kV (\$/kWh)	\$ (0.00393)	\$ (0.00393)	\$ (0.00393)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kV (\$/kWh)	\$ (0.00396)	\$ (0.00396)	\$ (0.00396)	All electric usage
TOU-PA-3-A Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.26649	\$ 0.27649	\$ 0.28149	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.12914	\$ 0.13914	\$ 0.14414	8am - 12pm & 6pm - 11pm, Monday - Friday
	SUMMER OFF-PEAK	\$ 0.09371	\$ 0.10371	\$ 0.10871	All other hours
	WINTER MID-PEAK	\$ 0.12128	\$ 0.13128	\$ 0.13628	8am - 9pm, Monday - Friday
	WINTER OFF-PEAK	\$ 0.08940	\$ 0.09940	\$ 0.10440	All other hours
TOU-PA-3-B Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.10231	\$ 0.11231	\$ 0.11731	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.09568	\$ 0.10568	\$ 0.11068	8am - 12pm & 6pm - 11pm, Monday - Friday
	SUMMER OFF-PEAK	\$ 0.09371	\$ 0.10371	\$ 0.10871	All other hours
	WINTER MID-PEAK	\$ 0.12128	\$ 0.13128	\$ 0.13628	8am - 9pm, Monday - Friday
	WINTER OFF-PEAK	\$ 0.08940	\$ 0.09940	\$ 0.10440	All other hours
DEMAND CHARGE (\$/KW)	SUMMER ON-PEAK	\$ 10.32	\$ 10.32	\$ 10.32	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	\$ 3.02	\$ 3.02	\$ 3.02	8am - 12pm & 6pm - 11pm, Monday - Friday

STREETLIGHT CUSTOMERS

OCPA Rate Schedule	Period	Basic Choice	Smart Choice	100% Renewable Choice	Time Period Definitions
Streetlighting (LS-1, LS-2, DWL, and OL-1)					
GENERATION CHARGE (\$/KWH)	YEAR-ROUND	\$ 0.09715	\$ 0.10715	\$ 0.11215	All electric usage
LS-3					
GENERATION CHARGE (\$/KWH)	YEAR-ROUND	\$ 0.09727	\$ 0.10727	\$ 0.11227	All electric usage
AL-2-F					
GENERATION CHARGE (\$/KWH)	YEAR-ROUND	\$ 0.09727	\$ 0.10727	\$ 0.11227	All electric usage
AL-2-GF					
Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.20329	\$ 0.21329	\$ 0.21829	8am - 4pm, every day
	SUMMER OFF-PEAK	\$ 0.09727	\$ 0.10727	\$ 0.11227	All other hours
	WINTER ON-PEAK	\$ 0.14031	\$ 0.15031	\$ 0.15531	8am - 4pm, every day
	WINTER OFF-PEAK	\$ 0.09727	\$ 0.10727	\$ 0.11227	All other hours
TC-1					
GENERATION CHARGE (\$/KWH)	YEAR-ROUND	\$ 0.12911	\$ 0.13911	\$ 0.14411	All electric usage
*Applicable holidays for rate time periods are as follows: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas Day. When any holiday listed above falls on Sunday, the following Monday will be recognized as a holiday. No change will be made for holidays falling on Saturday.					

OCA Rates in SCE Territory

Wildfire Fund Non-Bypassable Charge

The **Wildfire Fund Non-Bypassable Charge (WFC)** supports the California Wildfire Fund. This charge is assessed to all customers, including SCE-only customers, but is collected separately for CCA customers. The funds go to the State of California for potential disbursement to IOUs, such as SCE, if a catastrophic event occurs. Customers on CARE and Medical Baseline Programs are currently exempt from these charges.

Competition Transition Charge

The ongoing **Competition Transition Charge (CTC)** recovers the CPUC-approved market price limit for legacy electricity contracts (signed prior to 1998), as well as statutorily authorized costs that are related to restructuring of California's electric industry prior to the energy crisis. These charges are assessed to all customers, including SCE-only customers, but are collected separately for CCA customers and go directly to SCE.

Surcharge

The **Generation Municipal Surcharge (GMS) Factor** recovers franchise fees paid by SCE to operate within certain municipal jurisdictions within California. This charge is assessed to all customers, including SCE-only customers, but is collected separately for CCA customers. The charge equals the product of the GMS factor and the SCE rates or charges that have been removed from the bill of a customer receiving CCA service. An exemption applies to CA political subdivision and certain cogeneration or nonutility generation facilities. It is the responsibility of the customer to self-identify for exemption.

Rate Group	WFC (All Vintages)	CTC (All Vintages)	GMS Factor (All Vintages)
Domestic ¹	\$ 0.00561	\$ (0.00039)	0.009261
GS-1 ²	\$ 0.00561	\$ (0.00028)	0.009261
TC-1 ³	\$ 0.00561	\$ (0.00030)	0.009261
GS-2 ⁴	\$ 0.00561	\$ (0.00029)	0.009261
TOU-GS-3 ⁵	\$ 0.00561	\$ (0.00029)	0.009261
TOU-8-Sec ⁶	\$ 0.00561	\$ (0.00028)	0.009261
TOU-8-Pri ⁶	\$ 0.00561	\$ (0.00027)	0.009261
TOU-8-Sub ⁶	\$ 0.00561	\$ (0.00026)	0.009261
Small AG ⁷	\$ 0.00561	\$ (0.00029)	0.009261
Large AG ⁸	\$ 0.00561	\$ (0.00029)	0.009261
St. Lighting ⁹	\$ 0.00561	\$ (0.00036)	0.009261

² Includes Schedules GS-1, TOU-GS-1, TOU-GS-1-RTP, AL-2 (On-Peak), LS-3 Option B (On-Peak), and TOU-EV-7.

³ Includes Schedules TC-1, Wi-Fi-1, and WTR.

⁴ Includes Schedules GS-2, TOU-EV-8, TOU-GS-2, and TOU-GS-2-RTP.

⁵ Includes Schedules TOU-GS-3 and TOU-GS-3-RTP.

⁶ Includes Schedules TOU-EV-9, TOU-8, TOU-8-RBU, and TOU-8-RTP.

⁷ Includes Schedules PA-1, PA-2, TOU-PA-2, and TOU-PA-2-RTP.

⁸ Includes Schedules TOU-PA-3 and TOU-PA-3-RTP.

⁹ Includes Schedules AL-2 (Off-Peak), DWL, LS-1, LS-2, LS-3, LS-3 Option B (Off-Peak), and OL-1.

OCA Rates in SCE Territory

Power Charge Indifference Adjustment

The **Power Charge Indifference Adjustment (PCIA)** is a fee collected by SCE and assessed to customers who receive their electric generation services from another provider. The PCIA is considered an "exit fee" assessed by SCE to cover costs for departing customers; resources acquired prior to a customer's change in service providers, and to ensure their current customers are "indifferent" to costs associated with the departed customers. SCE assigns customers a "PCIA Vintage" based on the date a customer's respective community enrolled in alternative service; this date is reset upon reenrollment if a customer opts-out and later re-enrolls in OCA service. The PCIA is charged on a per kWh basis based on net monthly usage, and is unaffected by time of use.

Rate Group	PCIA	Vintage
Domestic ¹	\$ 0.00056	2022
GS-1 ²	\$ (0.01607)	2021
TC-1 ³	\$ (0.01707)	2021
GS-2 ₄	\$ (0.01684)	2021
TOU-GS-3 ₅	\$ (0.01635)	2021
TOU-8-Sec ⁶	\$ (0.01595)	2021
TOU-8-Pri ⁶	\$ (0.01560)	2021
TOU-8-Sub ⁶	\$ (0.01474)	2021
Small AG ⁷	\$ (0.01651)	2021
Large AG ⁸	\$ (0.01630)	2021
St. Lighting ⁹	\$ (0.02059)	2021

ORANGE COUNTY POWER AUTHORITY
Staff Report – Item 11.5

To: Orange County Power Authority Board of Directors

From: Tiffany Law, Chief Financial Officer

Subject: APPROVAL OF OCPA 2024 RATE DESIGN

Date: January 24, 2024

RECOMMENDED ACTIONS

1. Approve the 2024 OCPA rate design, setting OCPA's Basic Choice rates at a 3% discount compared to Southern California Edison's (SCE) equivalent generation rates, effective February 2024. Establish Smart Choice rates at 1.0 cent per kWh over Basic Choice rates, and 100% Renewable Choice rates at 1.5 cents per kWh over Basic Choice rates.
2. Approve an increase in the discount for OCPA's Basic Choice rates from 3% to 4% relative to SCE's equivalent generation rates, effective October 2024, and conditional upon SCE not making adjustments to their 2024 bundled generation and Power Charge Indifference Adjustment (PCIA) rates in June 2024 that result in a net impact greater than -3% or approximately \$5.3 million decrease to OCPA revenues from June 2024 through December 2024.
3. Authorize OCPA staff to promptly adjust OCPA rates following any updates to SCE's rates, as necessary, to maintain the approved OCPA 2024 rate design for all OCPA customers. Staff shall place a report on the agenda of the next regular board meeting following rate updates, detailing the adjustment, and requesting that the board ratify the adjusted OCPA rates.

BACKGROUND

In line with industry best practices, OCPA rates are structured to generate sufficient revenue for operating and sustaining a viable utility enterprise. The proposed rate design is projected to yield sufficient revenues to cover OCPA's projected annual power supply, operating costs, debt service costs, maintain financial obligations per lender agreements, and contribute to our Rate Stabilization Reserve fund (Reserve).

OCPA is committed to serving our communities by offering choices in energy needs, promoting the adoption of reliable renewable energy sources, and ensuring competitive rates. On December 13, 2022, the Board approved the OCPA 2023 rate design, which included a 2% discount on Basic Choice rates relative to SCE's equivalent generation rates, with Smart Choice rates set at 1.0 cent per kWh above Basic Choice rates, and 100% Renewable Choice rates at 1.5 cents per kWh above Basic Choice rates.

On November 8, 2023, staff conducted a Rate Design Workshop for the Board, focusing on rate making for Community Choice Aggregation (CCA) vs. Investor-Owned Utilities (IOUs), and the development process for OCPA's 2024 rate design. Staff incorporated their valuable feedback into the proposed 2024 rate scenarios.

On December 11, 2023, staff presented an overview of OCPA's Rate Design to the Community Advisory Committee.

2024 SCE Erra Forecast

On June 1, 2023, SCE filed its annual Energy Resource Recovery Account (ERRA) Forecast application with the California Public Utilities Commission (CPUC). The annual ERRA Forecast application updates SCE's bundled generation and PCIA rates based on market forecasts for the following year and expected balancing account true-ups accrued in the current year. Following the prescribed process, SCE updated its ERRA Forecast application in October 2023 with the latest resource costs, market price forecasts, and balancing accounts. The CPUC issued a final decision on December 1, 2023, requiring SCE to make certain modifications to its ERRA Forecast.

On December 28, 2023, SCE filed an advice letter to update its electric rates, effective January 1, 2024. This update includes the final ERRA Forecast and related balancing accounts where SCE's bundled generation rates for 2024 will be reduced by approximately 1.3 cents/kWh compared to current rates due to lower estimated purchased power costs and higher estimated revenues from Resource Adequacy (RA) and Renewable Energy Certificate (REC) sales, offset by higher costs for retained RA and RECs. SCE's PCIA rates will be reduced, ranging from 1.2 to 1.5 cents/kWh, as higher projected system RA and Renewable Portfolio Standards (RPS) prices in 2024 are partially offset by lower market forward energy prices. As both SCE's bundled generation and PCIA rates are reduced by similar amounts, the impact on 2024 OCPA rates is minimal.

SCE Bundled Generation Rates Projection

Notwithstanding the bundled generation rate reduction in 2024, SCE's bundled generation rates are still at elevated levels compared to past rates due to continued amortization of power supply cost under-collection from prior years. This amortization is anticipated to wind down over 2024, potentially putting further downward pressure on SCE's bundled generation rates in 2024 and 2025.

On June 1, 2024, SCE is anticipated to lower its bundled generation rates by an average of 0.9 cents/kWh to eliminate the amortization of its 2023 ERRA Trigger balance. As OCPA's rates are derived based on SCE's bundled generation rate, SCE's scheduled rate reduction is projected to reduce OCPA's revenue forecast for 2024 by approximately \$11 million.

Additionally, under-recoveries recorded to SCE's Portfolio Allocation Balancing Account (PABA) balancing account are expected to be amortized by the end of 2024. SCE is required to file its 2025 ERRA Forecast application on June 1, 2024, to propose updated rates effective for 2025. Should the PABA balance amortization conclude as expected, it could lead to a decrease in SCE's bundled generation rates in 2025. However, SCE's future bundled generation rates are subject to fluctuations based on changes in market conditions, including variations in the wholesale market price of energy, RA, and RPS products.

Rate Stabilization Reserves, Liquidity, and Credit Rating Goal

A credit rating represents an independent rating agency's assessment (such as S&P, Moody's, and Fitch) of the probability that an entity will fulfill its debt obligations. Entities awarded an investment-grade (IG) rating are deemed the most reliable credit risks, thus securing financing at the lowest costs from a broad range of lenders and investors. For OCPA, cultivating substantial operating reserves and liquidity is essential for acquiring an IG credit rating, which in turn, aids in negotiating better terms for energy contracts.

One of the primary financial sustainability goals set by the Board in the 2023-26 OCPA Strategic Plan is to establish long-term disciplined fiscal and operational strategies to obtain an investment-

grade credit rating by 2027. Reaching this goal will mark a major achievement for OCPA, bringing several advantages:

- Boosts participation from energy suppliers in OCPA’s short-term solicitations for both renewable and conventional energy, as well as RA, fostering greater competition and potentially lowering costs.
- Reduces or eliminates the need for certain types of collateral posting obligations, thereby freeing up cash and credit facility resources. This ensures adequate credit availability for future energy deals. Presently, OCPA is burdened with collateral obligations of about \$16.7 million due to the absence of an IG rating.
- Attracts more and higher-quality financial institutions to fund OCPA’s long-term projects in renewable energy and energy storage, thus reducing developer costs, increasing the probability of project realization, and offering OCPA a broader selection of cost-effective projects.
- Enhances OCPA’s standing as a stable and financially robust leader in the energy sector, thereby fostering increased trust and influence in the legislative and regulatory domains at the state level.

Liquidity, measured either as the number of days a utility can sustain operating expenses or as a percentage of total operating expenditures, is a critical metric. For instance, Moody’s grading criteria for CCAs include a requirement to maintain 120 to 200 days’ worth of operating expenses, or 33% to 56% of total operating expenditures, as part of the criteria for an 'A' rating. In April 2023, OCPA’s Board set a reserve goal of 50%, with a range of 30% to 75% of total operating expenditures.

While liquidity is just one of several factors rating agencies evaluate, staff believes that maintaining a consistent 'very strong' or near '50% range' over three operational years is necessary to achieve an 'A' investment-grade credit rating. Such consistency also acts as a safeguard against cash flow volatility and seasonal fluctuations.

Investment-grade Credit Ratings and Days Liquidity on Hand							
Risk Factor	Metric	Extremely Strong	Very Strong	Strong	Adequate	Vulnerable	Highly Vulnerable
Liquidity	Days Liquidity on Hand (days)	≥270	150-270	90-150	45-90	15-45	≤15
Indicative Credit Rating		High IG		Medium IG	Low IG	Sub-IG	

Figure 1: General Credit Rating Criteria

RATE DESIGN ANALYSIS AND DISCUSSION

2024 Rate Design Proposal and Bill Comparison

In response to the widespread economic challenges faced by residents and businesses in Orange County in 2024, and the necessity to remain cost competitive with SCE, staff conducted an extensive rate-setting analysis, meaning that the proposed rates scenarios are designed to yield revenues sufficient to collect OCPA’s projected annual power supply costs and pay for other operating costs, debt service costs, and a planned reserve margin contribution that allows OCPA to achieve its strategic goal of building an operating reserve towards the 50% target and also paves the way for OCPA to apply for an investment-grade credit rating around 2027.

Current financial projections suggest that a slight reduction in rates is viable without adversely affecting OCPA's financial stability. The analysis concluded with three proposed rate discount scenarios, as follows:

Rate Discount Scenario 1 - Status Quo Approach (Current Rate Design)

This scenario represents a status-quo approach, wherein the rate design upholds a 2% discount on OCPA's Basic Choice rates compared to SCE's equivalent generation rates, with Smart Choice rates set at 1.0 cent per kWh above the Basic Choice rates, and the 100% Renewable Choice rates at 1.5 cents per kWh above Basic Choice rates.

This approach is expected to result in an average monthly bill for typical residential and small/medium customers, who comprise over 98% of OCPA's customers, as detailed below. The calculation presented shows the total monthly bill for customers, including all SCE delivery charges. In this scenario, discounts are applied solely to the generation portion of the bill.

Scenario 1				
Energy Offering	Average Residential Monthly Bill	Comparison to SCE	Average Small/Medium Commercial Monthly Bill	Comparison to SCE
SCE Base Rate	\$125.71	\$0.00	\$268.80	\$0.00
OCPA Basic Choice	\$124.52	(\$1.20)	\$266.13	(\$2.67)
OCPA Smart Choice	\$128.77	\$3.05	\$275.13	\$6.33
OCPA 100% Renewable Choice	\$130.89	\$5.18	\$279.63	\$10.83
Increase to Net Position (As of December 31, 2024)	\$36,532,144			
Days Liquidity on Hand (As of December 31, 2024)	154			
Operating Reserve (As of December 31, 2024)	\$122,126,124			
Operating Reserve % (As of December 31, 2024)	42%			

The projected contribution to the net position is \$36.5 million, with a 42% operating reserve (within the lower half of the Board-approved target of 50% with a range of 30% to 75%), and an average of 154 days projected as of December 31, 2024. This scenario will place OCPA at the bottom of the 'very strong' range for receiving an IG credit rating by 2027, while still maintaining favorable rate comparisons.

Rate Discount Scenario 2 – Increase Discount to 3-4% Approach (Recommended)

Under this scenario, the OCPA Basic Choice rate discount would increase from 2% to 3% compared to SCE's equivalent generation rates, while maintaining Smart Choice rates at 1.0 cent per kWh above Basic Choice rates, and 100% Renewable Choice rates at 1.5 cents per kWh above Basic Choice rates. If SCE does not change their 2024 bundled generation and PCIA rates in June 2024, resulting in a net impact greater than -3% or approximately a \$5.3 million decrease in OCPA revenues from June 2024 through December 2024, a further increase in the discount to 4% (an additional 1% from the current 3%) will be implemented for OCPA Basic Choice rates starting in October 2024.

This approach is expected to result in an average monthly bill for typical residential and small/medium customers, who comprise over 98% of OCPA's customers, as detailed below. The calculation presented shows the total monthly bill for customers, including all SCE delivery charges. In this scenario, discounts are applied solely to the generation portion of the bill.

Scenario 2 (Recommended)				
Energy Offering	Average Residential Monthly Bill	Comparison to SCE	Average Small/Medium Commercial Monthly Bill	Comparison to SCE
SCE Base Rate	\$125.71	\$0.00	\$268.80	\$0.00
OCPA Basic Choice	\$123.83	(\$1.89)	\$264.61	(\$4.19)
OCPA Smart Choice	\$128.08	\$2.36	\$273.61	\$4.81
OCPA 100% Renewable Choice	\$130.20	\$4.49	\$278.11	\$9.31
Increase to Net Position (As of December 31, 2024)	\$33,203,158			
Days Liquidity on Hand (As of December 31, 2024)	150			
Operating Reserve (As of December 31, 2024)	\$118,797,138			
Operating Reserve % (As of December 31, 2024)	41%			

The projected contribution to the net position is \$33.2 million, with a 41% operating reserve (within the lower half of the Board-approved target of 50% with a range of 30% to 75%), and an average of 150 days projected as of December 31, 2024. This scenario will place OCPA at the top of the 'strong' range for receiving an IG credit rating by 2027, while still maintaining favorable rate comparisons.

Staff recommends approving Scenario 2, as it provides rate relief distributed across all customer segments. Since Smart Choice and 100% Renewable Choice are positioned as premium options over Basic Choice, any additional discount applied to Basic Choice will benefit all customers. Furthermore, the proposed discount range of 3% to a maximum of 4% provides significant relief to customers already facing substantial increases in SCE's transmission, delivery, and natural gas charges.

Rate Discount Scenario 3 – Smart Choice at Parity Approach

Under this scenario, the OCPA Basic Choice rate discount would continue to be a 2% discount compared to SCE's equivalent generation rates, and the 100% Renewable Choice rates would remain at 1.5 cents per kWh above the Basic Choice rates. However, Smart Choice rates would be set at parity with SCE.

This approach is expected to result in an average monthly bill for typical residential and small/medium customers, who comprise over 98% of OCPA's customers, as detailed below. The calculation presented shows the total monthly bill for customers, including all SCE delivery charges. In this scenario, discounts are applied solely to the generation portion of the bill.

Scenario 3				
Energy Offering	Average Residential Monthly Bill	Comparison to SCE	Average Small/Medium Commercial Monthly Bill	Comparison to SCE
SCE Base Rate	\$125.71	\$0.00	\$268.80	\$0.00
OCPA Basic Choice	\$124.52	(\$1.20)	\$266.13	(\$2.67)
OCPA Smart Choice	\$125.71	\$0.00	\$268.80	\$0.00
OCPA 100% Renewable Choice	\$130.89	\$5.18	\$279.63	\$10.83
Increase to Net Position (As of December 31, 2024)	\$33,354,813			
Days Liquidity on Hand (As of December 31, 2024)	150			
Operating Reserve (As of December 31, 2024)	\$118,948,793			
Operating Reserve % (As of December 31, 2024)	41%			

The projected contribution to the net position is \$33.4 million, with a 41% operating reserve (within the lower half of the Board-approved target of 50% with a range of 30% to 75%), and an average of 150 days projected as of December 31, 2024. This scenario will place OCPA at the top of the 'strong' range for receiving an IG credit rating by 2027, while still maintaining favorable rate comparisons.

Although Scenario 3 yields financial results comparable to those of Scenario 2, staff does not recommend Scenario 3 due to several key considerations:

- **Selective Savings:** The scenario benefits only a specific subset of OCPA customers. Presently, users of the Smart Choice program constitute about 20% of OCPA's total sales.
- **Rising Renewable Energy Costs:** There has been a substantial increase in the costs of renewable energy since the initial calculation of the Smart Choice adder in early 2022.
- **Rate Discount Structure Concerns:** The integration of renewable energy into OCPA's portfolio incurs additional energy-related expenses. These are currently accounted for through a \$/kWh adder for customers opting for this choice. Modifying the structure to an overall rate discount leads to customers paying for the adder via both demand and energy charges. This approach tends to favor customers with high load factors, disadvantaging those with lower load factors. This disparity does not align with the actual cost structure of the program. Additionally, this would result in OCPA having its two renewable energy programs be under different structures, making it difficult for customers to assess the economic difference between Smart Choice and 100% Renewable Choice.
- **Potential Customer Migration and Financial Impact:** Significant changes in the economics of service programs can trigger customer migration between different options, such as shifts from 100% Renewable Choice to Smart Choice or from Basic Choice to Smart Choice. While the exact nature of these shifts is unpredictable, a notable migration from 100% Renewable Choice to Smart Choice could adversely affect OCPA financially and counteract OCPA's commitment to promoting renewable energy.

Customer Outreach and Communications

Upon the Board's approval of the proposed 2024 rate design, the relevant OCPA rate tables will be updated. The implementation timeline will depend on the time required to incorporate new generation rates into Calpine's billing system. The finalized 2024 OCPA rates will be published and disseminated through customer bills, on OCPA's website, and in the annual Joint Rate Comparison mailer, scheduled to be sent to all customers in Spring 2024.

Regarding messaging, staff will continue to highlight OCPA's overall value proposition, emphasizing aspects such as the environmental benefits for our customers, competitive rates, dedication to supporting vulnerable communities and customers, and investments in reliability.

FISCAL IMPACT

Changing OCPA's rate design to Scenario 2 is projected to result in a \$3.3 million decrease in net position compared to maintaining OCPA's current rate design (Scenario 1). Adopting Scenario 2 as the OCPA 2024 Rate Design is anticipated to increase OCPA's reserves by approximately \$33.2 million by December 31, 2024. This scenario positions OCPA at the top of the 'strong' range for receiving an IG credit rating by 2027, while still maintaining favorable rate comparisons.

Staff recommends approving Scenario 2, as it offers rate relief across all customer classes. Given that Smart Choice and 100% Renewable Choice are premium alternatives to Basic Choice, extending any additional discount to Basic Choice would benefit all customers. Furthermore, the

proposed discount range of 3% to a maximum of 4% provides substantial relief for customers currently facing significant increases in SCE's transmission, delivery, and natural gas charges.

Staff will update market forward projections to reflect volatile energy market conditions in the OCPA FY2023/24 Mid-Year Budget Update, scheduled for Board approval in Spring 2024.

ATTACHMENT

None

ORANGE COUNTY POWER AUTHORITY
Staff Report – Item 11.6

To: Orange County Power Authority Board of Directors

From: Joe Mosca, Interim Chief Executive Officer
Kirby Dusel, Pacific Energy Advisors
John Dalessi, Pacific Energy Advisors

Subject: APPROVE 2024 PRODUCT OFFERINGS

Date: January 24, 2024

RECOMMENDED ACTION

Approve the proposed renewable energy content for OCPA's 2024 retail service offerings, which will reflect increased renewable energy delivery under the Basic Choice and Smart Choice service options consistent with the upward trajectory of California's Renewables Portfolio Standard (RPS) procurement mandate.

BACKGROUND

The Orange County Power Authority (OCPA) currently offers three distinct retail service offerings to its customers: 1) 100% Renewable Energy; 2) Smart Choice (69% renewable energy); and 3) Basic Choice (38% renewable energy). To ensure that such service offerings continue to track with the interim annual procurement mandates reflected under California's RPS program, staff are bringing a revised set of product offerings for the Board of Directors' consideration.

ANALYSIS AND DISCUSSION

OCPA is responsible for ensuring that its resource mix contains sufficient production from renewable energy resources to comply with California's RPS procurement mandate; beginning in 2022 with 38.5% and increasing to 60% by 2030. OCPA will continue increasing renewable energy procurement over time to meet or exceed state mandates, subject to resource availability and economic viability. In addition to supporting its RPS compliance objectives, OCPA has developed two alternative service options that offer participating customers increasing levels of renewable energy content at specified rate premiums relative to its Basic Choice service option.

Maintaining a three-tier product offering provides more flexibility to OCPA's customers, allowing each program participant to select a service option that aligns with their unique preferences and priorities. As reflected in the following table, and consistent with the adopted parameters of OCPA's various retail service offerings, Basic Choice is OCPA's most cost-effective service offering, providing customers with renewable energy content that is at least as high as California's prevailing interim annual procurement target – for example, California's interim RPS procurement target is 44% in 2024, so the Basic Choice service offering will minimally include 44% renewable energy. 100% Renewable Choice is OCPA's premium retail service offering, providing participating customers with 100% renewable energy supply and the lowest possible emission rate; 100% Renewable Choice customers incur a rate premium that reflects the exclusive procurement of RPS-eligible renewable energy supply. Smart Choice is OCPA's third retail service offering, which provides participating customers with renewable energy content that is set at the midpoint between Basic Choice and 100% Renewable Choice with a generation rate that is similarly situated

between those two service offerings. As California's RPS procurement requirements increase over time, the renewable energy content incorporated in the Basic Choice resource mix will mirror this trajectory, which means that the difference amongst OCPA's three service offerings will become less pronounced.

	Current	Proposed	2030
RPS Requirements	41.30%	44.00%	60.00%
Basic Choice	+39%	+44.00%	60.00%
Smart Choice	+69%	+72.00%	80.00%
100% Renewable Choice	100.00%	100.00%	100.00%

Community Choice Aggregators independently determine their respective default service options' general product composition and rate characteristics, subject to applicable statutory mandates (related to renewable energy procurement, reserve capacity acquisition, etc.).

To the extent that OCPA's customers opt to participate in the Smart Choice or 100% Renewable Choice service offering, it is expected that OCPA's overall renewable energy content will move above, if not well above, applicable RPS procurement mandates, protecting OCPA against the possibility of compliance shortfalls. Relatively high participation rates in the Smart Choice and/or 100% Renewable Choice service options will necessitate increased renewable energy procurement, which has become significantly more costly over the past year. Delayed project completion dates, widespread adoption of above-RPS procurement targets (amongst CCA buyers, in particular), and significant short positions amongst some of California's largest retail electricity sellers seem to have simultaneously decreased supply and increased demand, tightening markets and driving prices higher. While this presents some challenges related to OCPA's resource planning and procurement processes, staff believes that projected renewable energy needs can be fulfilled to accommodate desired customer service elections across OCPA's three unique service options.

FISCAL IMPACT

The fiscal impact assessment resulting from the proposed 2024 product offerings update will be incorporated into the FY2023/24 Mid-Year Budget Review for board approval in March 2024.

ATTACHMENT

None

ORANGE COUNTY POWER AUTHORITY
Staff Report – Item 12

To: Orange County Power Authority Board of Directors

From: Joe Mosca, Interim Chief Executive Officer

Subject: CHIEF EXECUTIVE OFFICER’S REPORT

Date: January 24, 2024

Request for Proposals

The Request for Proposal for Managed IT services closed on December 15. We can confirm that our proposal was viewed and downloaded by over 130 organizations, and we received 10 proposals.

Staff are in the process of evaluating the various responses with external IT expertise support from a sister CCA agency. We are looking forward to an item for award and contract for your consideration in February.

Human Resources Update

We are in the process of conducting interviews for Energy Programs Analyst and Administrative Assistant. We hope to have new staff announcements to share soon. Our website, <https://www.ocpower.org/about-us/careers/>, will be kept up to date on job openings at OCPA.

The Mercer Compensation Study is nearing completion, with the full report expected in the next few weeks. We will see where our compensation and benefits compare across several markets, CCA’s, public agencies, the energy and utilities industry, and general industry.

We are developing an employee recognition program for above and beyond performance, years of service, and looking into encouraging continuing education with a possible educational reimbursement program.

Additionally, employee enrichment training is coming soon with courses such as Making Time for Everything and Dual Careers & Family Life coming in February as well as mandated harassment training for all staff which will begin soon.

Lastly, Steven Halligan, our Regulatory and Legislative Manager and Andrew Di Giovanna, our External Affairs Manager are celebrating two years of service. Steven and Andrew’s continued support and effort for this organization have been instrumental for our success.

Strategic Plan

For your awareness, we are in the beginning stages of planning our Strategic Plan workshop and the meetings that are associated with the development. Staff are preparing a high-level summary

of the process and timeline which will be shared with the Board for feedback. Please look for that in your inboxes in the next month.

Public Outreach Update

November and December were very busy months for the team. We have compiled a consolidated outreach update for your convenience for this time period, which is included in the Board meeting packet.

In this time period, we were featured in the front-page stories of the Register and North County News-Tribune, hired six (6) staff, received five (5) awards and recognitions, and produced many public outreach pieces and content that received great engagement from the public.

Awards and Nominations

On December 22, 2023, the Orange County Register published their list of [Orange County's 125 most influential people of 2023](#). Our very own Interim CEO, Joe Mosca, was recognized on the list for helping turn around the organization and receiving votes of confidence from lawmakers, environmental groups, and auditors.

It is important to note that the recent success of the organization and the sizeable shift in public perception would not have been possible without the support of this Board. Thank you for your unwavering commitment to our mission and the investments made to support OCPA's public outreach, community engagement, and staffing efforts.

Events & Stakeholder Outreach

On December 12, Joe Mosca, Interim CEO and Tiffany Law, CFO presented on the successes of OCPA in 2023 to the Orange City Council. The presentation was well received by the city council and staff. There is every indication that the city is looking forward to continuing the conversation with OCPA in 2024.

On January 9, Joe Mosca, Interim CEO and Vice Chair Treseder, met with Assemblywoman Cottie Petrie-Norris to congratulate her on her appointment as Chair of the State Assembly's Utilities and Energy Committee. We look forward to continued conversations with her office as part of her district and through Cal-CCA.

The end of December and January were lighter on the event side due to the holiday break. The OCPA team attended the following events and community meetings:

- City of Fullerton's First Night New Year's Celebration (sponsor and host - 12/31)
- Fullerton Collaborative General Meeting (1/8)
- Meeting with members of the California Green Business Program which assists businesses in Irvine, Huntington Beach, and Laguna Beach (1/9)
- Buena Park Collaborative General Meeting (1/11)

We are looking forward to many exciting events this last week of January, including:

City	Event	Date	Time
Irvine	Electrification 101 Workshop	Wednesday, January 17	6:00 PM – 8:00 PM

Irvine	Sustainability Meeting & Tour of the Irvine Ranch Historical Park	Thursday, January 25	12:00 PM – 1:00 PM
Fullerton	2024 Elected Officials Reception	Friday, January 26	TBD (evening)
Fountain Valley	Introductory Presentation to the Fountain Valley City Council	Tuesday, January 30	6:00 PM – 8:00 PM

Attachments:

A) Public Outreach Update (November – December 2023)

Public Outreach Update

November - December 2023





Highlights

- Placed front-page stories in *The Orange County Register* and *North County News-Tribune*
- Announced six new hires
- Planted eight trees in Buena Park to commemorate one-year anniversary of residential service
- Conducted OCPA Marketplace and OhmConnect marketing campaigns
- Launched two YouTube campaigns: “Sustainably Speaking with Joe Mosca” featuring Ayn Craciun and “Picturing a Better Tomorrow” featuring Director Tammy Kim
- Received five awards and recognitions
- Produced Year in Review infographic
- Released one community newsletter (December) and published four blog posts
- Participated in 12 community outreach events and made one presentation to the Orange City Council
- Prepared 2024-25 Marketing and Public Outreach Plans (to be presented Feb. 1 to Marketing and Communications Committee)



MEDIA RELATIONS

- Placed front-page stories in *The Orange County Register* and *North County News-Tribune*
- Announced six new hires (two media releases)

Media Sentiment

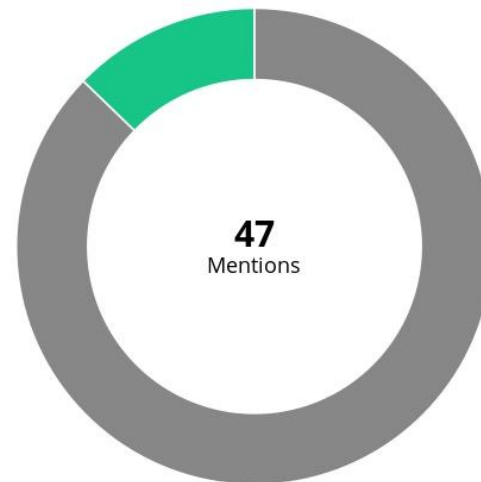
November - December 2023

47 clips (online/print/broadcast)

100% neutral to positive

Mentions by Sentiment

Powered by Critical Mention



● Neutral ● Positive



BUENA PARK TREE PLANTING

OCPA gathered with city council members, representatives from the offices of Congresswoman Michelle Steel, State Senator Josh Newman, Assemblymember Sharon Quirk-Silva, North Orange County Chamber and other distinguished guests to plant eight trees in John Beat Park in commemoration of the one-year anniversary of residential service.



OHMCONNECT AND OCPA MARKETPLACE

OhmConnect

Sign-Ups to Date: 25

OCPA Marketplace

Total Products Sold: 254

- Google Nest Learning: 29
- Google Nest Charcoal: 83
- Google Nest Snow: 77
- Google Nest Sand: 12
- Google Nest Fog: 20
- ecobee 3 Lite: 5
- ecobee Premium: 5
- Sensi Classic: 1
- Honeywell Wi-Fi Color: 22

LIMITED TIME OFFER

**Our customers
are eligible to
receive \$50
for joining
OhmConnect**

 + 

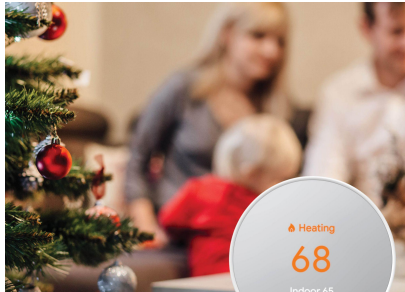
**SAVINGS
MADE SIMPLE
IN EVERY
SEASON.**

Special OCPA
Customer Offer
As low as
\$7.99*

Get a Google Nest thermostat for as low as \$7.99* from the new OCPA Marketplace. They're ENERGY STAR certified and can save an average of 10-12% on heating bills and 15% on cooling bills.







Fill your holidays with
warmth and savings
at the OCPA Marketplace

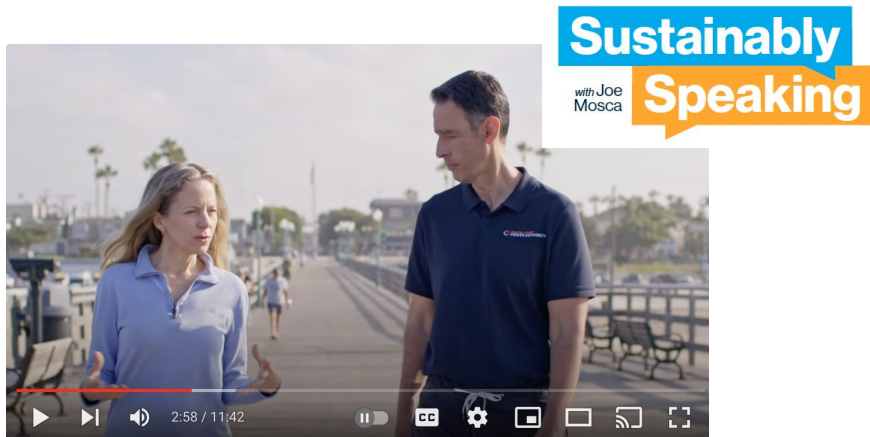




YOUTUBE CAMPAIGNS

“Sustainably Speaking with Joe Mosca” Episode 2 featuring Ayn Craciun, Climate Action Campaign OC

- 6.4K views



“Picturing A Better Tomorrow” featuring Director Tammy Kim

- 18K views





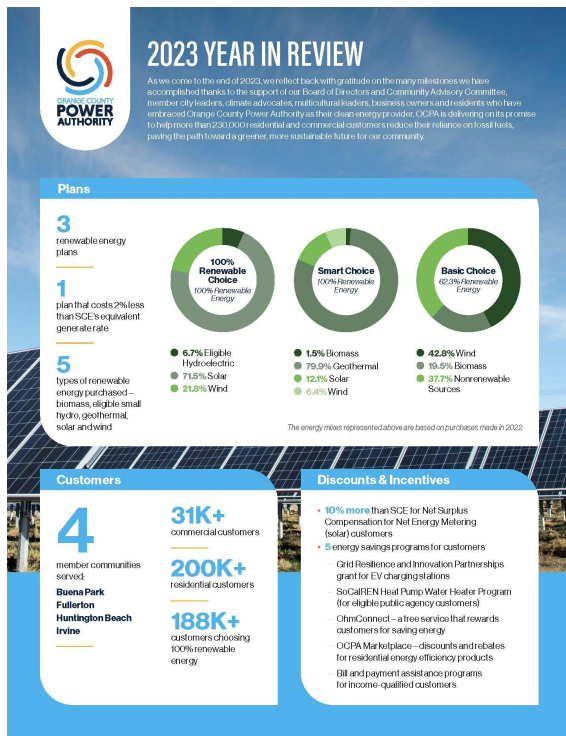
AWARDS & RECOGNITION

1. Recognized as “Top U.S. Green Power Provider” by the National Renewable Energy Laboratory
2. Named *Orange County Business Journal* 2023 Environmental, Social & Governance Honoree
3. OCPA Board of Directors honored as "Sustainability Advocate of the Year" by the Asian Business Association of Orange County
4. Received Elevate award from the Filipino American Chamber of Orange County for empowering and supporting the Filipino business community
5. Named 125 OC’S Most Influential by *The Orange County Register*





YEAR IN REVIEW INFOGRAPHIC





COMMUNITY OUTREACH EVENTS

November 17 – Attended the Filipino American Chamber of Orange County's Gala & Elevate Awards Luncheon

November 17 – Attended the Asian Business Association of Orange County's Annual Gala

December 1 – Hosted a booth at Buena Park Tree Lighting

December 2 – Sponsored and hosted a booth at Fullerton Tree Lighting and Winter Market

December 2 – Sponsored and hosted a booth at Illuminate Irvine

December 3 – Hosted a booth at Light a Light of Love in Huntington Beach

December 5 – Attended Sustain SoCal's Climate Action Business Incubator

December 6 – Sponsored and attended the Orange County Business Council's Turning Red Tape into Red Carpet Awards

December 9 – Sponsored Candy Cane Land in Buena Park

December 9 – Sponsored and hosted a booth at Breakfast with Santa in Huntington Beach

December 12 – Attended the Orange County Board of Supervisors' Open House

December 31 – Sponsored and hosted a booth at Fullerton's First Night New Year's Celebration





PRESENTATION

- Presented an update on OCPA's successes in 2023 to the Orange City Council on December 12





QUARTERLY COMMUNITY NEWSLETTER - DECEMBER

- 2,404 emails sent
- 53.4% open rate (average open for government-related is 28.77%)
- 2.5% click through rate
- Top 3 website pages clicked
 - OCPA Named a Top U.S. Green Power Provider
 - OCPA Marketplace
 - New Hires Press Release



THE POWER
OF CHOICE
IS YOURS

OCPA Named a Top U.S. Green Power Provider

OCPA has been recognized as one of the top U.S. green power providers by the National Renewable Energy Laboratory (NREL). In just its first year in operation, OCPA is already on the top 10 lists for both green power sales and green power customers, according to NREL's 2022 Utility Green Pricing Program.

[Read More »](#)

"OCPA has dramatically expanded competitively-priced renewable energy to Orange County and become one of the cleanest CCAs and power utilities in California."

FRED JUNG, OCPA BOARD CHAIR

OCPA in the News

As OCPA celebrated its first anniversary of residential service, *The Orange County Register* published a story about the progress OCPA has made in transparency and delivering on its promise to bring more clean energy at competitive rates to Orange County.



BLOG POSTS

Published four blog posts:

- Q&A with Susan Sonne, OCPA Board Member and Mayor Pro-Tem of Buena Park
- Shop OCPA on Green Friday
- Communication is Key for Community Energy, Climate Action (guest blog from Dr. Richelle Tanner, Program Director of Environmental Science & Policy at Chapman University)
- 2023 Year in Review (infographic)

Q&A with Susan Sonne, OCPA Board Member and Mayor Pro-Tem of Buena Park



Communication Is Key for Community Energy, Climate Action



Shop OCPA On Green Friday



2023 Year in Review





**THANK
YOU!**