

## AGENDA

### ORANGE COUNTY POWER AUTHORITY REGULAR MEETING OF THE BOARD OF DIRECTORS

**Monday, February 9, 2026  
2:00 p.m.**

This meeting will proceed as an in-person meeting at **15310 Barranca Parkway, Suite 250, Irvine, CA 92618 and 400 Olive St, Dallas, Texas, 75201**. 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](mailto: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: 821 9437 1779

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. **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.*

7. **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 JANUARY 12, 2026**

**Recommended Action:**

Approve as submitted.

2. **MINUTES FOR THE SPECIAL BOARD MEETING OF JANUARY 26, 2026**

**Recommended Action:**

Approve as submitted.

3. **COMMUNITY ADVISORY COMMITTEE REPORT**

**Recommended Action:**

Receive and file.

4. **LEGISLATIVE AND REGULATORY UPDATE**

**Recommended Action:**

Receive and file.

**5. STRATEGIC PLAN MONTHLY STATUS REPORT**

**Recommended Action:**

Receive and file.

**6. UPDATE ANNUAL ENERGY USAGE AND VOTING SHARES**

**Recommended Action:**

Approve update to the weighted voting exhibits of OCPA's Joint Powers Agreement.

**7. APPOINTMENT OF ONE AT-LARGE MEMBER TO THE COMMUNITY ADVISORY COMMITTEE**

**Recommended Action:**

Appoint one at-large member to the Community Advisory Committee (CAC) as identified in the staff report.

**8. 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. APPROVE EDISON ELECTRIC INSTITUTE MASTER AGREEMENT AND CONFIRMATION WITH CLEAN ENERGY ALLIANCE**

**Recommended Action:**

Approve the proposed Edison Electric Institute (EEI) Master Power Purchase and Sale Agreement (Master Agreement), ten (10)-year Confirmation, and associated contract documents with Clean Energy Alliance (CEA) (collectively, "VAMO Agreements") in substantially similar form and authorize the Chief Executive Officer to execute the agreements.

**2. COMMUNITY POWER PLAN**

**Recommended Action:**

Approve the Community Power Plan (CPP) for adoption and implementation.

**3. DIABLO CANYON POWER PLANT OVERVIEW**

**Recommended Action:**

Receive and file.

**4. APPOINTMENT OF BOARD DIRECTORS TO STANDING COMMITTEES**

**Recommended Action:**

Consideration of appointments to the Marketing & Communications Committee and the Legislative & Regulatory Committee for 2026.

**5. BOARD OF DIRECTORS MILEAGE REIMBURSEMENT DISCUSSION  
(Director-Initiated Agenda Item; Director Jung)**

**Recommended Action:**

Discuss and provide direction to staff.

**6. FORMATION OF AN AD HOC COMMITTEE ON JOINT POWERS  
AGREEMENT AMENDMENTS  
(Director-Initiated Agenda Item; Vice Chair Mai)**

**Recommended Action:**

Discuss and provide direction to staff.

**9. 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.*

**10. 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](http://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](mailto: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 15310 Barranca Parkway, Suite 250, Irvine, CA 92618. Please contact [clerk@ocpower.org](mailto:clerk@ocpower.org) to arrange an appointment.



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

Monday, January 12, 2026

**1. CALL TO ORDER**

Chair Sonne called to order the Regular Meeting of the Orange County Authority Board of Directors at 4:31 p.m. on Monday, January 12, 2026.

**2. PLEDGE OF ALLEGIANCE**

Director Grandis led the Pledge of Allegiance.

**3. ROLL CALL**

Present:	Director Glenn Grandis	City of Fountain Valley
	Director Fred Jung	City of Fullerton
	Vice Chair James Mai	City of Irvine
	Chair Susan Sonne	City of Buena Park

Absent:	Director William Go	City of Irvine
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**4. PUBLIC COMMENTS ON AGENDA ITEMS**

Vicki Johnson, City of Laguna Woods resident, commented on Regular Calendar Item 8.3.

Charles Jackson, City of Huntington Beach resident commented on Regular Calendar Item 8.3.

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

Olivia, virtual speaker, City of Irvine resident, thanked OCPA for providing an additional choice for electricity and for their great customer service and hard work.

**6. DIRECTOR ANNOUNCEMENTS**

None.

**7. CONSENT CALENDAR**

Moved by Director Jung, seconded by Director Grandis to:  
Approve consent calendar 7.1 – 7.7.

The motion carried unanimously by the following 4-0-1 vote:

Ayes: Director Grandis, Director Jung, Vice Chair Mai, Chair Sonne  
Noes: None  
Absent: Director Go

**1. MINUTES FOR THE REGULAR BOARD MEETING OF DECEMBER 8, 2025**

**Action Taken:**

Approved as submitted.

**2. COMMUNITY ADVISORY COMMITTEE REPORT**

**Action Taken:**

Received and filed.

**3. LEGISLATIVE AND REGULATORY UPDATE**

**Action Taken:**

Received and filed.

**4. STRATEGIC PLAN MONTHLY STATUS REPORT**

**Action Taken:**

Received and filed.

**5. RISK OVERSIGHT COMMITTEE UPDATE**

**Action Taken:**

Received and filed.

**6. 2026 OCPA LEGISLATIVE AND REGULATORY POLICY PLATFORM**

**Action Taken:**

Approved 2026 OCPA Legislative and Regulatory Policy Platform.

**7. PUBLIC OUTREACH UPDATE FOR NOVEMBER - DECEMBER 2025**

**Action Taken:**

Received and filed the Public Outreach update for November - December 2025.

## 8. REGULAR CALENDAR

### 1. **ADOPT RESOLUTION NO. 2026-01 AUTHORIZING EXECUTION OF AN ENERGY PREPAYMENT TRANSACTION AND RELATED DOCUMENTS**

Chief Financial Officer Tiffany Law presented the item virtually along with PFM Managing Director Mike Berwanger who discussed the key technical elements. They presented a PowerPoint presentation on the prepay transaction goal and benefits, transaction parameters, prepay structure, and timeline.

Moved by Director Jung, seconded by Director Grandis, to:

1. Adopt Resolution No. 2026-02 approving parameters under which an energy prepayment transaction may be completed with Morgan Stanley & Co. LLC as OCPA's underwriter and prepaid energy supplier; authorizing and/or approving transaction documents, including documents in substantially final or "form of" form, supporting the prepayment transaction; and directing the California Community Choice Financing Authority (CCCFA) to make payments to service providers for issuance-related costs from prepayment bond proceeds.
2. Authorize the Chief Executive Officer (CEO) to negotiate, approve, and execute agreements, directly or through CCCFA, with the firms listed below and any additional or miscellaneous service providers that may be required to complete OCPA's first energy prepayment transaction, provided that total costs of issuance payable from bond proceeds do not exceed 1.00% of bond proceeds, and to execute any other documents or take any other actions as are necessary to complete the prepayment transaction. In the event of a successful bond issuance, compensation to these providers for bond issuance services will be paid from bond proceeds (not from OCPA).
  - a. Morgan Stanley & Co. LLC (Bond underwriting and prepay energy supply services)
  - b. Orrick, Herrington & Sutcliffe LLP (Bond and tax counsel retained by CCCFA)
  - c. Kestrel (Green bond second-party opinion)
  - d. PFM Financial Advisors LLC (Guaranteed Investment Contract bidding agent)
  - e. Moody's Investors Service (Bond rating agency retained by CCCFA)
  - f. U.S. Bank (Trustee and custodial services)

The motion carried unanimously by the following 4-0-1 vote:

Ayes: Director Grandis, Director Jung, Vice Chair Mai, Chair Sonne  
Noes: None  
Absent: Director Go

## **2. COMMUNITY POWER PLAN RESULTS PREVIEW**

Director of Communications and External Affairs Jacquie Henderson presented the item along with Energy Programs Manager Pranesh Venugopal and Energy Programs Analyst Nataly Morales Sandoval.

No motion was made.

Receive and file the high-level overview of the Community Power Plan (CPP) results.

## **3. APPROVAL OF 2026 OCPA GENERATION RATE STABILIZATION APPROACH AND GREEN DISCOUNT PROGRAM PARAMETERS**

Chief Financial Officer Tiffany Law presented the item and said she is available along with two consultants from NewGen Strategies & Solutions to answer any questions.

The Board members agreed that staff should come up with a plan on how to communicate the change in plain language to our customers.

Chair Sonne said she would like to approve the recommended action and allow the Marketing and Communications Committee to submit a proposal on the best way to notify our customers in the most clear and transparent way.

Director Jung said he would like to call a special meeting specifically to discuss this item. He said he agrees with the proposal, but only if it is communicated to our customers in a clear and transparent way.

Moved by Chair Sonne, seconded by Vice Chair Mai, to approve the recommended action with the caveat that there will be a Board workshop via special meeting prior to the February 9, 2026, Board meeting focused solely on the communication of rates and how we can communicate with customers and the public in the clearest and most transparent way.

1. Approve a temporary 2026 OCPA generation rate stabilization approach that maintains the existing 2025 OCPA generation rates and product differentials for Basic Choice, Smart Choice, and 100% Renewable Choice for calendar year 2026, unless modified by future Board action in response to unanticipated changes in OCPA's financial results or material changes in SCE's 2026 generation rates or Power Charge Indifference Adjustment (PCIA) charges.

This action is intended to provide rate continuity, reduce exposure to Southern California Edison's (SCE) rate volatility and PCIA-related distortions, and ensure that OCPA meets its 2026 revenue requirement. Staff will monitor SCE's rate changes during 2026 and may return to the Board with an amended rate design proposal if SCE's generation rates or PCIA are materially adjusted or if other statewide or market changes materially improve or worsen long-term cost comparability. Staff also expects to return later in 2026 with an updated outlook and recommended refinements for 2027, consistent with OCPA's Board-approved Rate Development Policy.

2. Approve Green Discount Program parameters and authorize implementation beginning in calendar year 2026 as a voluntary non-net energy metering (NEM) residential discount option, subject to ongoing financial sustainability, with core parameters as described in this report.

Staff is authorized to administer the program and finalize operational details consistent with these parameters, and will report back to the Board on program performance and any recommended continuation or changes to core parameters through a future Board item.

The motion carried unanimously by the following 4-0-1 vote:

Ayes: Director Grandis, Director Jung, Vice Chair Mai, Chair Sonne,  
Noes: None  
Absent: Director Go

#### **4. 2026 ENERGY PRODUCT OFFERINGS**

Director of Power Resources Louis Ting presented the item.

Moved by Director Jung seconded by Director Grandis, to:

Approve the proposed renewable energy content for OCPA's 2026 retail service offering options, in conjunction with the proposed 2026 OCPA interim generation rate stabilization approach (Item 8.3 on the Board of Directors Meeting Agenda for January 12, 2026). This will reflect the increased carbon-free or Greenhouse Gas (GHG)-free resources allocated to OCPA customers, as per the California Public Utilities Commission's (Commission) decisions. It will also align OCPA's renewable energy resource mix with the service offering selections of OCPA members (Members) and meet the compliance requirements of California's upward trajectory in the Renewables Portfolio Standard (RPS) procurement mandate.

The motion carried unanimously by the following 4-0-1 vote:

Ayes: Director Grandis, Director Jung, Vice Chair Mai, Chair Sonne,

Noes: None  
Absent: Director Go

**5. ADOPT THE 2026 BOARD OF DIRECTORS MEETING SCHEDULE**

Interim Board Clerk Lisette Chel Walker presented the proposed meeting schedules, continuing Board meetings on the second Monday of each month, with the exception of two meetings.

After discussion, all Board meetings will be on the Second Monday of each month, with the exception of the May Board meeting, which will be held on Thursday, May 7, 2026; and the October meeting will be held on Monday, October 19, 2026. All meetings will begin at 2:00 p.m.

Moved by Chair Sonne, seconded by Director Jung, to:

Adopt Resolution No. 2026-03 A Resolution of the Board of Directors of Orange County Power Authority Establishing Regular Meetings of the Board of Directors for February through December 2026, with the following two changes:

The May meeting will be on Thursday, May 7, 2026; and all Board meetings will begin at 2:00 p.m.

The motion carried unanimously by the following 4-0-1 vote:

Ayes: Director Grandis, Director Jung, Vice Chair Mai, Chair Sonne,  
Noes: None  
Absent: Director Go

**9. ELECTION OF CHAIR AND VICE CHAIR, AND COMMITTEE APPOINTMENTS**

Interim Board Clerk Lisette Chel Walker prompted the annual election of Chair and Vice Chair followed by Committee appointments. Board members nominated the Chair and Vice Chair.

Moved by Director Jung, seconded by Vice Chair Mai, to select Chair Sonne to serve as Board of Directors Chair for 2026.

The motion carried unanimously by the following 4-0-1 vote:

Ayes: Director Grandis, Director Jung, Vice Chair Mai, Chair Sonne,  
Noes: None  
Absent: Director Go

Moved by Chair Sonne, seconded by Director Jung, to select Vice Chair Mai to serve as Board of Directors Vice Chair for 2026.

The motion carried unanimously by the following 4-0-1 vote:

Ayes: Director Grandis, Director Jung, Vice Chair Mai, Chair Sonne,  
Noes: None  
Absent: Director Go

The Board members agreed to continue serving on the Committees they served on throughout 2025.

Chair Sonne and Director Jung will continue to serve on the Legislative and Regulatory Committee for 2026.

Director Go and Director Grandis will continue to serve on the Marketing and Communications Committee for 2026.

## **10. STAFF REPORT**

CEO Joe Mosca referred the Board to his full staff report in the agenda packet for all updates. He did quickly mention that the SCAG annual conference for 2026 is on May 7 and 8, and he wanted to make sure the Board members were aware, since a Board meeting is scheduled for May 7. Mosca said the next Board meeting is February 9, and we will schedule a special meeting between now and then to discuss a strategic communications plan for the 2026 rates.

## **11. ADJOURNMENT**

There being no further business to come before the Board, Chair Sonne adjourned the January 12, 2026, Orange County Power Authority Board Regular meeting at 6:05 p.m.

Chair Sonne noted that the next Orange County Power Authority Board Regular meeting will be held on Monday, February 9, 2026, at 2:00 p.m.

Submitted by:

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Lisette Chel Walker, Interim Board Clerk



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

Monday, January 26, 2026

**1. CALL TO ORDER**

Chair Sonne called to order the Special Meeting of the Orange County Authority Board of Directors at 11:30 a.m. on Monday, January 26, 2026.

**2. PLEDGE OF ALLEGIANCE**

Director Treseder led the Pledge of Allegiance.

**3. ROLL CALL**

Present:	Director Glenn Grandis	City of Fountain Valley
	Director Fred Jung	City of Fullerton
	Director Treseder	City of Irvine
	Vice Chair James Mai	City of Irvine
	Chair Susan Sonne	City of Buena Park

Absent: None

**4. PUBLIC COMMENTS ON AGENDA ITEMS**

Mike Rough, City of Laguna Woods resident, commented on Regular Calendar Item 5.

Vicki Johnson, City of Laguna Woods resident, presented two handouts to the Board and commented on Regular Calendar Item 5.

Michelle Johnson, City of Irvine Resident, provided her public comment on item #5 via email and copied all five Board members. A printed copy was also provided at the meeting to all Board members and relevant parties.

**5. REGULAR CALENDAR**

**2026 RATE STABILIZATION COMMUNICATIONS AND ENGAGEMENT PLAN**

Chief Executive Officer Joe Mosca said he would like to reflect upon the founding principles of OCPA, and the progress made in the past three years and continue to make toward our Mission and strategic goals.

Director of Communications & External Affairs Jacquie Henderson presented the item and discussed the change to OCPA's standard rate design and indexing approach. She said the

goal is to ensure clear, concise awareness and understanding of the rate stabilization approach, as well as the outsized value of being part of the OCPA community.

The Board members agreed that we need to be transparent, honest, upfront and communicate with every customer, and it was mentioned to add very easy “opt out” information on the website.

Director Jung said he would like the Board to consider changing the name “rate stabilization” to something clearer and more transparent. A “cost-based rate program, rate lock, or rate protection, and predictability were terms mentioned, and the Board agreed that the term “Rate lock” or “12-month rate lock” was easily understood.

No motion was made.

Received and discussed the presentation and provided feedback to staff.

## **6. ADJOURNMENT**

There being no further business to come before the Board, Chair Sonne adjourned the January 26, 2026, Orange County Power Authority Board Special meeting at 12:23 p.m.

Chair Sonne noted that the next Orange County Power Authority Board Regular meeting will be held on Monday, February 9, 2026, at 2:00 p.m.

Submitted by:

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Lisette Chel Walker, Interim Board Clerk

**ORANGE COUNTY POWER AUTHORITY**  
**Staff Report – Item No. 7.3**

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To: Orange County Power Authority Board of Directors

From: Jacquie Henderson, Director of Communications & External Affairs  
Andrew Di Giovanna, External Affairs Manager  
Linda Kraemer, Community Engagement Manager

Approved By: Joe Mosca, Chief Executive Officer

Subject: COMMUNITY ADVISORY COMMITTEE (CAC) REPORT

Date: February 9, 2026

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**STRATEGIC GOALS**

- Enrich & Grow the OCPA Community: \_\_\_\_\_
- Prioritize Fiscal Sustainability & Affordability: \_\_\_\_\_
- Design & Deploy Community-Aligned Customer Programs: \_\_\_\_\_
- Energize Our Community with Renewable Energy: \_\_\_\_\_
- Raise Awareness of Community Energy & Advocate for Our Customers: \_\_\_\_\_
- Not Applicable: \_\_\_\_\_

**RECOMMENDED ACTION(S)**

Receive and file.

**BACKGROUND**

On Monday, February 2, 2026, at 6:00 p.m., the Community Advisory Committee (CAC) held its regular monthly meeting. The meeting agenda included a brief review of the Brown Act, a presentation on OCPA’s 2026 generation rate stabilization approach and the newly approved Green Discount Program, a strategic planning discussion to inform the 2026 Strategic Plan update, and an overview of public engagement activities planned for February and March 2026. The meeting provided an opportunity for CAC members to receive timely policy and program updates, ask clarifying questions, and offer feedback intended to inform Board-level decision-making and ongoing staff work.

**DISCUSSION/ANALYSIS**

The CAC regular meeting on February 2, 2026, included the following presentations and updates:

## Brief Review of the Brown Act

OCPA General Counsel provided a brief refresher on the Ralph M. Brown Act, focusing on provisions most relevant to the duties of Community Advisory Committee members. The presentation reinforced the importance of transparency, open meetings, and avoidance of serial communications when conducting public business. The overview built on prior, more extensive Brown Act training received by CAC members in previous years and served as a reminder of legal requirements related to advisory committee participation.

## 2026 OCPA Generation Rate Stabilization Approach and Green Discount Program

Staff presented an overview of the Board-approved 2026 generation rate stabilization approach, which maintains OCPA's 2025 generation rates and product differentials for Basic Choice, Smart Choice, and 100% Renewable Choice throughout calendar year 2026, unless modified by future Board action. The presentation explained the rationale for this approach, including ongoing statewide rate volatility, changes to the Power Charge Indifference Adjustment (PCIA), and the importance of maintaining fiscal resilience and predictable customer rates.

In addition, staff reviewed the Green Discount Program approved by the Board for implementation in 2026. The program is designed as a voluntary, opt-in option for eligible non-net energy metering residential customers seeking additional bill relief, while protecting OCPA's long-term financial sustainability. Staff clarified that while the Green Discount Program is designed for eligible residential customers, OCPA does provide direct technical assistance to commercial customers, including load-shedding and demand analysis. Staff explained that the OCPA team works with businesses to identify opportunities to reduce peak demand and manage load, which can lower demand response charges and result in significant cost savings. This support is offered as part of OCPA's broader customer service and engagement efforts for non-residential customers.

## 2026 Strategic Planning Discussion

Staff facilitated a discussion on OCPA's Strategic Plan and the upcoming 2026 update, providing an overview of the current strategic framework and outlining the timeline for Board consideration later in the year. The discussion emphasized how the Strategic Plan serves as a guiding document for policy direction, program development, and community engagement priorities. Committee members noted that clearly articulating equity-focused goals, criteria, and performance indicators would strengthen transparency and help community members better understand how OCPA investments advance affordability, access, and community benefits for historically underserved populations.

## Public Engagement for February and March 2026

Staff provided an overview of public engagement activities planned for February and March 2026, highlighting OCPA's continued focus on community visibility, relationship-building, and outreach across member jurisdictions. Planned activities include participation in cultural events, civic gatherings, business forums, and educational settings designed to reach a diverse cross-section of residents and stakeholders.

Upcoming events include the Irvine Lunar New Year Parade and Festival, the Fountain Valley Mayor's Breakfast, events hosted by the Irvine Hispanic Chamber of Commerce, the City of Irvine's 2026 State of the City, and Buena Park Middle School's Career Night. These activities support OCPA's goals of increasing awareness of customer energy options, promoting clean energy programs, and strengthening partnerships with local governments, businesses, and schools.

### Updates from Staff

Staff provided updates on communications, community engagement, and program implementation activities, and encouraged CAC members to follow and share OCPA content through the agency's website and social media channels to help amplify program awareness. Recent highlights included recognition of a new OCPA Green P100NEER business participant and continued outreach through blogs, newsletters, and digital media.

Staff also shared updates on recent community engagement, including hosting an environmental roundtable with local environmental leaders, participating in the Be Prepared OC Summit focused on disaster preparedness, and attending the Black Chamber of Commerce Future Leader's Luncheon in partnership with UC Irvine's Office of Inclusive Excellence. These engagements support OCPA's commitment to collaboration, equity, and long-term community relationships.

Programmatic updates included the release of OCPA's Community Power Plan for public comment, with final consideration scheduled for the Board's February meeting. Staff also provided updates on customer programs, including strong participation in the Energy Efficiency Kit Program, continued activity in the Residential Battery Rebate Program, progress toward implementing a Disadvantaged Communities Green Tariff later in 2026, and notification of Calpine Community Benefits Grant awardees. Staff also previewed the development of a renter-focused program providing no-cost portable heat pumps and batteries, anticipated to launch in March 2026.

### **FISCAL IMPACT**

None

### **ATTACHMENT(S)**

None

**ORANGE COUNTY POWER AUTHORITY  
Staff Report – Item 7.4**

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To: Orange County Power Authority Board of Directors

From: Steven Halligan, Regulatory and Legislative Manager  
Matt Chill, Regulatory Analyst

Approved By: Joe Mosca, Chief Executive Officer

Subject: LEGISLATIVE AND REGULATORY UPDATE

Date: February 9, 2026

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**STRATEGIC GOALS**

- Enrich & Grow the OCPA Community: \_\_\_\_\_
- Prioritize Fiscal Sustainability & Affordability: \_\_\_\_\_
- Design & Deploy Community-Aligned Customer Programs: \_\_\_\_\_
- Energize Our Community with Renewable Energy: \_\_\_\_\_
- Raise Awareness of Community Energy & Advocate for Our Customers: \_\_\_\_\_
- Not Applicable: \_\_\_\_\_

**RECOMMENDED ACTION**

Receive and file.

**BACKGROUND**

Orange County Power Authority (OCPA) staff actively participate in several regulatory proceedings at the California Public Utilities Commission (CPUC), California Independent System Operator (CAISO), California Air Resources Board (CARB), South Coast Air Quality Management District (SCAQMD), and the California Energy Commission (CEC). A summary of high priority, active proceedings is provided below. Staff also track and analyze bills in the California Legislature and in Congress. A summary of legislative activities and bills is included below.

**ANALYSIS AND DISCUSSION**

**California Legislative Update**

The California Legislature reconvened on January 5, 2026. Key early-session deadlines include:

- January 16, 2026 – Last day for policy committees to hear and report fiscal bills introduced in their house to fiscal committees.

- January 31, 2026 – Deadline for all bills to be introduced.
- February – April 2026 – Policy committee hearings and amendments period for two-year bills.
- May 2026 – Governor’s May Revision will inform budget-related clean energy and affordability proposals with direct impacts on customers and load-serving entities.

On Thursday, January 15, the Assembly Utilities and Energy Committee held an Oversight Hearing on Transmission Accelerator Implementation. The purpose of the hearing was to provide oversight of the state agencies implementing SB 254 (Becker, Petrie-Norris, Wahab). SB 254 which was signed into law last September, is an expansive effort to address electricity affordability, with provisions that limit investor-owned utility (IOU) earnings on capital projects, clarify and improve wildfire mitigation plan oversight, modify clean energy permitting, and fund an account to stabilize utility wildfire liabilities. SB 254 also created the California Transmission Infrastructure Accelerator (the Accelerator) at the Governor’s Office of Business and Economic Development (GO-Biz), establishing a new mechanism to finance electrical transmission projects with public debt. A second hearing on AI’s Energy Impacts will be held on January 28, 2026.

Staff met with several State Legislators and staff during the CalCCA Lobby Day on February 4. Topics discussed included affordability, energy programs, and the Power Charge Indifference Adjustment (PCIA).

Staff are currently tracking 86 bills. A summary and status of the bills is included as Attachment A.

## **Regulatory Update**

### **California Public Utilities Commission Updates**

#### *Power Charge Indifference Adjustment (PCIA) Proceeding – R.25-02-005*

Background: On February 11, 2025, the CPUC issued an Order Instituting Rulemaking (OIR) to initiate a new proceeding related to the Power Charge Indifference Adjustment (PCIA). The proceeding consists of two tracks. The first track was an expedited track focused on potential modifications to the Market Price Benchmark (MPB). Track two considered several issues including a review of the revisions to the MPB, consideration of ERRA-specific implementation guidance for RA program changes, changes to Bundled Procurement Plan directions, and consideration of improved PCIA and ERRA mechanisms to reduce rate volatility.

The Track 1 PD was approved at the June 26, 2025, CPUC Voting Meeting. The Track 1 PD states:

- The current RA MPB methodology examines a three-year dataset to determine the local RA MPB forecast, adding a fourth year to the dataset for the final local RA MPB. Adjusting the methodology to a single RA MPB calculation, utilizing system, flexible, and local RA procurement data from the three- and four- year datasets, allows for the consideration of more transaction data.
- Combining the three MPBs into a single MPB with three years of data for forecast MPBs and an additional year of data for final MPBs appropriately balances data sufficiency with

the Commission's currently established method of valuing RA portfolios based upon short-run market prices.

- The RA MPB should be based upon competitive market pricing that reflects supply and demand dynamics.
- Affiliate and swap transactions reflect considerations other than market-based supply and demand pricing of the resources involved in the transaction.
- Inclusion of affiliate and swap transactions in the RA MPB calculation introduces the potential for manipulation of the RA MPB.
- Transactions between the PG&E CPE and PG&E LSE, as well as transactions between the SCE CPE and SCE LSE are subject to independent verification that ensures transaction values reflect competitive pricing.
- Sleeve transactions involve multiple transactions based involving the same resource and single market-based price. Considering each transaction within a sleeve as a separate transaction in the RA MPB calculation results in the overweighting of a single price determination within the transaction dataset and distorts the RA MPB.
- The changes adopted should be applied to the calculation of the 2025 Final and 2026 Forecast RA MPB and all succeeding forecast and final MPB calculations.

On July 28<sup>th</sup>, 2025, CalCCA filed an Application for Rehearing (AfR) on Track 1 of the proceeding. This AfR addressed CCA opposition for the CPUC's engagement with retroactive ratemaking in the MPB calculation methodology for the 2025 ERRRA True Up, which is prohibited under Section 728 of the Public Utilities Code. On October 31, 2025, the Commission issued an Order Denying CalCCA's Application for Rehearing of the Track 1 decision regarding RA MPB calculations.

On December 1, 2025, CalCCA requested that the Court grant the Petition for Review of D.25-06-049 and reverse the Decision on the grounds that (1) the Decision violated the prohibition against retroactive ratemaking; and (2) the Decision's retroactive application to 2025 rates was not supported by adequate findings or substantial evidence in the record.

A Pre-Hearing Conference occurred on January 23, 2026. The primary topic of conversation was pre-2019 banked REC valuations and the schedule for Track 2. A preliminary schedule for Track 2 has been released. The schedule includes a Scoping Memo issued in early February 2026, testimony and briefs in March through May 2026, a proposed decision on July 31, 2026, and the final decision being voted on at the September 3 CPUC voting meeting.

Update: OCPA staff attended a Track 2 Prehearing Conference (PHC) Meet and Confer on January 12, 2026. A PHC joint statement was submitted on January 16, 2026.

CalCCA represented the CCAs at the in-person only PHC on January 23, 2026, where pre-2019 banked REC valuation was discussed along with a potential schedule for Track 2. A scoping memo is expected to be released in early February, with opening and reply testimony due on March 2 & 30, 2026, respectively. A proposed decision is expected on July 31, 2026, with a vote expected at the CPUC Voting Meeting on September 3, 2026.

The CPUC's response to the Track 1 appeal was extended by one month to February 5, 2026. CalCCA's response is now due March 2. Amicus briefs are now due on March 16, 2026.

## *Resource Adequacy (RA) - R.25-10-003*

Background: This rulemaking continues the CPUC's oversight of the Resource Adequacy (RA) program, establishes forward RA procurement obligations applicable to load-serving entities (LSEs) beginning with the 2027 compliance year, and considers structural reforms to the program. This proceeding is the successor to Rulemaking 23-10-011, which addressed these topics over the past two years.

This rulemaking will address the 2027 and 2028 RA compliance years, local RA obligations for the 2027-2029 and 2028-2030 compliance years, and further refinements to the Slice of Day (SOD) program.

Track 1 of the proceeding will consider:

1. Adoption of Local Capacity Requirements for 2027-29 compliance years
2. Adoption of Flexible Capacity Requirements for 2027
3. Accreditation for Long-Duration Energy Storage (LDES)
4. Unforced Capacity (UCAP)<sup>1</sup>
5. Accreditation for Solar and Wind Resources
6. Transactability Issues within the Slice of Day Framework
7. Residual Unit Commitment (RUC) for RA Resources
8. Energy Only (EO) Resources<sup>2</sup>

A final decision on Track 1 is anticipated by early July 2026, and Track 2 is expected to conclude by June 2027.

Update: The CPUC is holding a two-day workshop on February 10-11, 2026 to discuss Track 1 proposals from various parties to the proceeding about enhancements to the RA program. A total of 16 parties submitted proposals with recommended improvements to the program. CalCCA submitted four proposals, recommending the CPUC:

1. Coordinate with the CEC to separate data center loads from the forecast used to set RA requirements and instead base associated RA requirements on actual data center load interconnection information;
2. Account for the reliability value that can be provided by energy only co-located resources under the SOD framework;
3. Clarify the intended use of local RA central procurement entity (CPE) data request results to ensure consistency; and
4. Publish aggregated results of the local RA CPE data request process so that CPEs and LSEs have access to the same information to inform their procurement processes.

Proposals on Slice of Day (SOD) Transactability, a core issue to OCPA and CalCCA, are due on February 20, 2026. The CPUC's report on transactability issues will be released on February 6, 2026, so that parties will be able to review and consider the Commission's findings prior to submitting their own recommendations.

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<sup>1</sup> This is a new metric being developed that considers outage potential for different resources that could be used for Slice of Day (SOD) accreditation and potentially other aspects of the RA program and more broadly throughout CPUC operations.

<sup>2</sup> This pertains to CalCCA's prior proposal to count co-located EO resources as RA resources.

## *Integrated Resource Planning (IRP) – R.25-06-019*

Background: This OIR, issued on July 2, 2025, supersedes R.20-05-003 as the primary venue for CPUC oversight of the IRP process, which requires the Commission to identify a resource portfolio to ensure a reliable electric supply that can also achieve clean energy and environmental goals of SB 350 and SB 100.

R.20-05-003 remains open for purposes of considering a staff proposal on the Reliable and Clean Power Procurement Program (RCPPP) framework, as proposed in the April 25, 2025 Administrative Law Judge's Ruling. Future work or further development and implementation of RCPMP, if adopted, will occur in this new IRP rulemaking.

Update: On January 15, the ALJ issued a proposed decision in the IRP proceeding on the interim procurement order. The earliest the commission may vote on the PD is February 26, 2026. Here are some highlights of the PD:

- OCPA will have to procure 23 MW NQC by June 1, 2030
- OCPA will have to procure an additional 46 MW NQC by June 1, 2032
- Only 50% of the NQC can come from storage resources (per tranche)
- Contracts must be at least 10 years in length
- Excess MTR procurement may be used to satisfy our procurement obligation
- Resources must be zero-emitting or RPS-eligible
- Repowering or modifications or upgrades are eligible only for the incremental capacity that was added
- Energy-only contract are eligible in situations where there are generation and storage projects that are co-located, the storage is fully deliverable, and the multiple resource IDs have the same point of interconnection
- Resources used to satisfy the new resource procurement requirements in this decision should be accredited on the basis of marginal ELCCs, to be calculated by Commission staff and published by no later than July 31, 2026 for the 2030 requirements and by no later than December 31, 2027 for the 2032 requirements
- LSEs who do not comply with the procurement required by this decision should be subject to penalties based on the net CONE for any resource amounts not online by the deadlines
- LSEs should continue to be required to make semi-annual procurement compliance filings on June 1 and December 1 of each year through 2032

The CPUC filed a ruling on January 16, 2026 that sets the IRP due date for OCPA as June 1, 2026, the same date as the required procurement compliance filings.

OCPA staff attended the IRP Tiger Team meeting on January 20, 2026. CCA and CalCCA representatives discussed concerns around the IRP PD at this meeting. Key takeaways include:

- There was significant concern about the energy storage cap at 50% of total procured resources.
  - CalCCA noted that based on anticipated charging sufficiency availability some cap is likely necessary. However, such a cap is incredibly restrictive to CCAs and IOUs to procure the necessary resources and may result in cost increases.

- CalCCA expects that energy storage ELCCs will decrease when CPUC updates the values because of the charging sufficiency need. In the program's current format, this could decrease the value that energy storage projects contribute towards procurement.
  - Attendees argued that the procurement order should be based on nameplate capacity and not factor in ELCC because it is challenging to conduct procurement if you don't know the ELCC values, especially if there is a cap on energy storage.
- Attendees felt the June 1, 2026 extension for the IRP filing was insufficient (~4.5 months away), and CalCCA plans to request an extension such that the due date would be 6 months after inputs and assumptions are finalized.
  - CalCCA will reach out to other parties to see if there is interest in releasing a joint request for such an extension.

There was some support for the fact that the CPUC instituted a tranche approach to the proposed procurement order, but disappointment that there will not be a reassessment of needs prior to the second tranche.

#### *Renewable Portfolio Standards (RPS) (R.24-01-017)*

Background: The goal of this proceeding is to continue implementation and administration of the California RPS Program. This proceeding provides a home for all the elements of the ongoing administration of the RPS program that require recognition or action in a formal Commission proceeding. Many elements of the RPS program are continuous, such as review and approval of RPS procurement plans; review of the contracts of IOUs for RPS procurement; review of retail sellers' compliance with their RPS procurement obligations; review and revision of analytic tools that can improve the value of the RPS program and streamline its administration; and coordination across Commission proceedings and with other agencies.

Update: The original statutory deadline for resolving this proceeding was January 25, 2026. However, on January 6, 2026, the proceeding deadline was extended to January 25, 2028 to complete the work listed in the Scoping Memo, including the review and approval of 2026 and 2027 Renewables Portfolio Standard Procurement Plans and other matters that may arise related to the RPS program.

OCPA submitted its Final 2025 RPS Procurement Plan on January 21, 2026.

#### *Demand Response – R.25-09-004*

Background: The OIR was issued on September 29, 2025. The preliminary scope of the proceeding includes (1) determining guiding principles for demand response policies; (2) policy on dual participation, valuation methodologies and evaluation metrics, CAISO market integration topics, and resource adequacy valuation and slice-of-day implementation; and (3) standards for data systems, communication protocols, and data transfer processes to support relevant initiatives such as dynamic rates. This OIR seeks to evaluate and enhance the consistency, predictability, reliability, and cost-effectiveness of demand response resources. The Commission will accomplish this enhancement by updating the demand response guiding principles, policies, and data system and process requirements.

In this rulemaking, CPUC intends to re-evaluate several key Commission demand response policies, including its dual participation policy (D.09-08-027), valuation methodologies and evaluation metrics, and others. The dual participation policy enables customers to participate in up to two DR programs, assuming one provides an energy payment, and one provides a capacity payment.

Update: The CPUC released a ruling and staff proposal on December 30, 2025, proposing the extension of the Flex Alert paid media campaign ("marketing") funding for 2026 at the same annual \$22M budget. The CPUC is requesting comments on whether this marketing budget should be approved for 2026 and other related topics/questions.

### *Disconnections – R.18-07-005*

Background: This proceeding was opened in 2018 to address rising disconnection rates from customer nonpayment of electric bills. Within this proceeding, the CPUC has issued several decisions instituting various rules and programs. CalCCA has been successful in ensuring CCA customers can participate in the various programs, including the Arrearage Management Plan (AMP) and the Percentage of Income Pilot Plan (PIPP), with CCA recovery of costs identical to the IOUs' recovery of costs.

Update:

The IOUs Filed a Joint Advice Letter to the CPUC to propose an approach for adjusting the temperature thresholds that require halting disconnections, considering relative heat risks.<sup>3</sup> The Joint IOUs held 3 workshops with stakeholders to brainstorm new improvements to this approach. The Joint IOUs propose using the CalHeatScore as the primary tool for heat protection to address heat risk protections, specifically halting disconnections when the 72 hour forecast reaches level 3 or higher which designates a "high" impact level. The CalHeatScore tool returns heat risk scores at the zip code aggregation level to reflect regional differences in heat risk. This tool is somewhat new, and there is some risk that IT systems won't fully be set up by the May 1, 2026 deadline, but the IOUs assert the value of this tool justifies the risk of a short delay.

Three Protests were filed on the Joint IOU Advice Letter by participants in the stakeholder workshops held by the IOUs. Protests were from the Center for Accessible Technology (CforAT) and National Consumer Law Center (NCLC), The Utility Reform Network (TURN), and the Public Advocates Office (PAO). The protests primarily raise issues with a lack of proposal for updating the approach in the interim in case there are delays implementing CalHeatScore.

Alternative proposals in the protests suggest setting the maximum temperature at 90 degrees in the interim (CforAT/NCLC and TURN) or 95 degrees until it can prove the CalHeatScore will be preferable to using a regional temperature (PAO).

Both CforAt/NCLC and TURN protests also want the CPUC or IOUs to provide analysis that shows relative impacts of using a CalHeatScore Level 2 vs. Level 3 for the threshold.

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<sup>3</sup> With D.20-06-003, CPUC established that residential electric customers may not be disconnected for non-payment when local temperatures above 100°Fahrenheit (F) or below 32°F are forecast within a 72-hour look-ahead period. The Joint IOU proposal would update this method.

On January 13, 2026, the California IOUs filed a joint reply to the protests filed about the temperature thresholds that require halting disconnections. Key takeaways of the joint reply:

- The Joint IOUs note that there is broad agreement that their CalHeatScore methodology is an appropriate tool for heat protections;
- They agree with TURN and CforAT/NCLC that they should start at a Level 3 trigger for preventing disconnection, but once there is more data available for CHS trigger levels, they will evaluate whether to use Level 2 or Level 3;
- They agree that a fallback option of using maximum temperatures as a threshold is needed in case the CHS tool isn't ready by the implementation date or in case the tool is ever otherwise unavailable; however
- They disagree with the protests that the interim maximum temperature value should be reduced from the current threshold of 100 degrees F.

The CPUC has not yet released a resolution on the advice letter or the protests.

#### *Provider of Last Resort (POLR) R.21-03-011*

Background: The September 16, 2021 Scoping Ruling set forth the scope in the Provider of Last Resort (POLR) proceeding. This proceeding implements the POLR requirements and framework directed by SB 520. The POLR proceeding is being considered in three phases. Phase 1, which culminated with D.24-04-009 in April 2024, focused on issues necessary to establish a comprehensive framework for existing IOU POLRs. Phase 2, currently under consideration, will set rules that allow a non-IOU LSE to be designated as the POLR. Phase 3 may be opened to consider any additional issues not covered in Phase 1 or Phase 2.

Update: CalCCA filed reply comments on the proposed decision on January 7, 2026, recommending that the CPUC reject SDG&E's recommendation that the PD be modified to define "POLR Service."

#### *Energization R.24-01-018*

Background: This rulemaking seeks to implement provisions of SB 410 and AB 50, which require the Commission to establish reasonable average and maximum target time periods for the energization of new load, and a procedure for customers to report energization delays to the Commission. It also covers other matters that relate to prompt energization of load, such as the implementation of flexible connections contracts.

Update: On December 24, 2026, the CPUC released a Proposed Decision that would establish a standard offer for flexible service connections (FSC).<sup>4</sup> Via this PD, PG&E and SCE would be required to implement ongoing data collection and reporting to refine the standard offer and

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<sup>4</sup> Flexible service connections allow a customer who is waiting for an upgrade to energize additional load to use more power when the expected grid conditions indicate it will be safe to use power. At times of peak congestion when it would not be safe, the customer is prohibited from using this power. SCE just wrapped up a FSC pilot on January 3, 2026.

formalize a preliminary capacity assessment process that allows prospective customers to determine if they qualify for an FSC at a particular grid location.

CalCCA filed comments on the PD on January 16, 2026 recommending the requirements for sharing capacity among multiple standard offer customers be modified to require the IOUs to:

- Make information on available shared capacity readily accessible to all applicants;
- Enhance application portals to incorporate processes for communicating capacity sharing opportunities during the initial engineering evaluation step of the energization process; and
- Incorporate accurate Integration Capacity Analysis data into their energization process as soon as practicable.

Reply Comments were Due January 23, 2026.

### California Energy Commission (CEC) Updates

#### *Integrated Energy Policy Report*

Background: The CEC adopts an Integrated Energy Policy Report (IEPR) every two years and an update every other year. A cornerstone of California's energy planning is the California Energy Demand Forecast, developed by the CEC. This forecast provides critical information that informs energy planning proceedings across the state and serves as an important input into the state's comprehensive energy planning. The CEC, CPUC, and California ISO agreed that specific elements of this forecast set will be used for planning and procurement in the California ISO's transmission planning and the CPUC's integrated resource plan, resource adequacy, distribution system planning, and other planning processes.

Throughout 2025, the CEC had grappled with balancing priorities of reliability and affordability within the 2025 IEPR. Final results depend on the assumptions that the CEC chooses for the Planning Scenario and the Local Reliability Scenario. OCPA is most directly impacted by the results of the Planning scenario as this scenario has historically been used to inform RA and IRP requirements. A higher electricity forecast within the Planning Scenario will likely increase OCPA's RA and IRP obligations. Greater electricity demand within the Local Reliability Scenario has historically informed transmission and distribution infrastructure planning and investment.

Specifically, the CEC was wrestling with the level of conservativeness vs. ambitiousness to assume for data centers, transportation electrification, and "Known Loads." At the November 13, 2025 IEPR Commissioner Workshop on Load Modifier Electricity Demand Forecast Results, CEC staff had stated, "since this is our first time looking at the known loads dataset, we are recommending that the impacts from known loads only be included in the Local Reliability Scenario to limit downstream impacts to other proceedings that rely on the IPER demand forecast as an input." However, at the December 17, 2025 workshop, CEC staff backtracked, stating that it had not decided whether to include "Known Loads" impacts within the Planning Scenario.

OCPA staff contributed significantly to CalCCA's comments on the 2025 IEPR assumptions, which stated that slightly more conservative assumptions should be made for the Planning Scenario.

CalCCA's comments argued this on the grounds that there is significant uncertainty of data center load materialization, federal actions have and will negatively impact Transportation Electrification and EV adoption, and there is significant nascency and a lack of transparency with the "Known Loads" methodology.

Update: The CEC held a Demand Analysis Working Group (DAWG) meeting in January 2026 to discuss the final IEPR methodology decisions. These decisions largely aligned with CalCCA's comments. They stated:

- Both a planning and local reliability forecast were adopted;
- Known loads were excluded from the planning forecast, which reduces System and Flex RA;
- The local reliability forecast will either include or exclude the known loads data depending on the use case as a one-time exception agreed to by the CAISO;
- Local capacity studies will use the local reliability forecast without the known loads since local capacity studies inform Local RA obligations for LSEs. Transmission local studies will use the forecast with the known loads; and
- More conservative EV and electrification demand load modifiers will be used for the planning scenario and the local reliability scenario than was done for the 2024 IEPR.<sup>5</sup>

Somewhat unexpectedly, the CEC has decided to use the 2024 IEPR Planning Forecast for Integrated Resource Planning and Transmission Bulk System Planning. This forecast includes less conservative transportation electrification and building electrification assumptions, and more aggressive baseline demand than the 2025 IEPR Planning scenario. It is still lower than the 2025 IEPR Local Reliability scenario for peak impact with or without known loads, though, effectively serving as a middle ground for the IRP and Transmission planning purposes.

The CEC did not request notice of formal comments on the DAWG meeting; however, the California Coalition of Large Energy Users (CLEU) filed comments on January 9, 2026, expressing strong concern that these changes warrant a full stakeholder review and opportunity to comment before the CEC votes to adopt the IEPR forecast.

At the CEC Business Meeting on January 21, 2026, CEC commissioners adopted the final IEPR results that fully aligned with what was shared at the January 5, 2026 DAWG meeting. The comments from CLEU were addressed at the meeting, but they did not impact the results or persuade CEC staff who asserted that stakeholders were given sufficient opportunities to comment.

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<sup>5</sup> Some transportation electrification and building electrification load is factored into the base forecast and additional projections are factored in through the "Additional Achievable Transportation Electrification" (AATE) and "Additional Achievable Fuel Switching" (AAFS) load modifiers. Additional achievable scenarios range from AATE/AAFS 1 through AATE/AAFS 5, with the former being most conservative and the latter being most aggressive. This year AATE/AAFS 2 & 3 were selected for the planning and local reliability scenarios, while AATE/AAFS 3 & 4 respectively were selected for the 2024 IEPR.

## California Independent System Operator (CAISO) Updates

### *Interconnection Process Enhancements (IPE) 5.0*

Background: [The 2023 Interconnection Process Enhancements \(IPE\) initiative](#) focused on enhancing coordination of resource procurement and interconnection, resource planning and transmission planning to achieve state reliability and policy needs. In the 2023 IPE initiative, the CAISO considered fundamental changes to the Generator Interconnection and Deliverability Allocation Procedures.

With IPE 2023, intake scoring and ranking processes are leveraged to determine which projects are included in cluster studies for determining Transmission Plan Deliverability (TPD) allocation. The scoring and ranking processes led to an overall 73% reduction in the number of submissions for cluster 15 projects, since only projects up to 150% of deliverability at an area of the transmission system are studied. IPE 2023 was approved by FERC.

[IPE 5.0](#) intends to address commitments the ISO made during IPE 2023. IPE 5.0 seeks to further enhance the interconnection process, but not nearly as substantially as IPE 2023. The CAISO released the IPE 5.0 Final Proposal on December 22, 2025.

Update: OCPA attended the CAISO's stakeholder call on the IPE 5.0 Final Proposal on January 7, 2026. The following are key takeaways on what IPE 5.0 is slated to do in its final form assuming it is approved by FERC.

- As an alternative pathway to the typical commercial interest capacity allocation process for LSE's that have not been awarded enough capacity to allocate to a project through the regular process, once per interconnection app cycle, this LSE may award full capacity to a single project to increase its commercial interest score (see intake scoring criteria above) and help it likely move to the cluster scoring.
- This new proposal caps the projects that receive commercial interest points through this alternative pathway to the lesser 500 MW or 50% of the LSE's forecasted resource adequacy load share
- CAISO proposes distribution level interconnection requests now also must go through this same process if they are seeking to participate in the ISO markets with deliverability
- From when this is passed by FERC, if a project seeks COD extensions beyond 7-years in queue, it must meet commercial viability criteria (CVC), including having an executed PPA.

The Final IPE 5.0 Proposal has removed a clause that was present in the Draft Proposal format due to significant stakeholder pushback that capped customer-extension requests to a maximum of 3 consecutive years.

Comments on the final proposal are due on January 21, 2026.

There will be a Board of Governors meeting at the CAISO on March 5, 2026, where a decision will be made prior to requesting the tariff language changes by FERC.

Background: This annual process gathers market design enhancement proposals from stakeholder submissions, evaluates widespread stakeholder support for the initiatives, and documents a work plan for future policy initiatives via the roadmap.

Updates: On January 15, 2026, OCPA staff attended the CAISO Kick-off meeting for the 2026 Annual Policy Initiatives and Roadmap Development Process. The CAISO explained the roadmap will describe policy initiatives for 2027 through 2029. Notably, there is overlap from a timeline standpoint between this roadmap and governance changes with the creation of the Regional Organization (RO) which will have authority over the Western Energy Imbalance Market (WEIM) and Extended Day-Ahead Market (EDAM).

The RO is expected to take governance over the WEIM and EDAM by the beginning of 2028 and thus will be involved in this process as they will have oversight of these initiatives in the back half of the 2027-2029 timeframe.

## California Air Resources Board Updates

### *Cap and Invest Program*

On January 20, 2026 California Air Resources Board (CARB) released proposed amendments to the Cap & Invest rules. CARB Staff are proposing amendments to the Cap-and-Trade Regulation (Proposed Amendments), aligned with Legislative direction in AB 1207, SB 32 (Pavley, Chapter 249, Statutes of 2016) GHG emissions reduction target of at least 40% below 1990 levels in 2030, the carbon neutrality and 85% below 1990 targets in AB 1279 and the requirements of AB 398 (Garcia, Chapter 135, Statutes of 2017) which are aimed at ensuring the Program:

- Supports the State’s climate targets including enabling a smooth transition to the post-2030 Program;
- Considers consumer affordability, cost-effective GHG emissions reduction and technological feasibility;
- Minimizes the risks of emissions leakage;
- Maintains cost-containment mechanisms to protect against price volatility; and
- Avoids disproportionate impacts on low-income communities.
- The Proposed Amendments aim to achieve the following objectives:
- Updating allowance budgets to reflect recent adjustments to the GHG Emission Inventory and alignment of post-2030 budgets in support of achieving the State’s 2045 climate targets.
- Updates to market rules, in the context of budget adjustments, to support liquidity, enhance market protections, and contain costs.
- Amendments to ensure the Program appropriately supports consumer affordability, covers emissions, minimizes GHG emissions leakage, and incentivizes decarbonization in the evolving electricity, industrial, and transportation sectors.
- Revised methodology to account for the use of offset credits in annual budgets.
- Technical updates to offset credit provisions to clarify, streamline implementation, and reflect lessons learned.
- Administrative updates to clarify and streamline Program implementation.

The Proposed Amendments, if adopted, would result in significant GHG emissions reduction as well as air quality, health, and economic benefits across the State. There will be a public hearing on March 9, 2026. A full summary can be found [here](#), while the proposed amendments can be found [here](#).

## South Coast Air Quality Management District Updates

### *SCAQMD Rules 1146 & 1146.1*

Background: The South Coast AQMD is the air pollution control agency for all of Orange County and the urban portions of Los Angeles, Riverside and San Bernardino counties. In California, local air districts have the authority to grant permits to stationary sources, while CARB reviews and helps coordinate programs for California air districts. As such, South Coast AQMD is responsible for controlling emissions primarily from stationary sources of air pollution, which contribute about 25% of the area's ozone-forming pollution. These can include anything from large power plants and refineries to the corner gas station.

SCAQMD used to implement the Regional Clean Air Incentives Market (RECLAIM) program, which was a market-based emissions trading program using RECLAIM trading credits (RTCs) for NO<sub>x</sub> and SO<sub>x</sub> emissions allowances. The US EPA criticized RECLAIM as falling short of expectations, pointing to RTC price spikes reducing the program's coverage and a subsequent glut of RTCs from plant closures that critics claim lowered the incentive for pollution reductions at remaining RECLAIM facilities. As such, SCAQMD decided to sunset the program in 2017. Command and Control Rules will take its place, which sets specific emission limits for each plant. SCAQMD completed broad rule amendments that enabled RECLAIM's sunset. They reviewed Best Available Retrofit Control Technology (BARCT), state-wide technology-based limits required by AB 617, to help develop command and control standards. Once the EPA approves the landing rules, the transition date from RECLAIM will be set and NO<sub>x</sub> and SO<sub>x</sub> RTCs will no longer be available.

Open Market Emission Reduction Credits (ERCs) can be purchased as offsets for emissions increases to receive a permit. ERCs are generated through reducing emissions above and beyond the minimum requirement or by fully shutting down a plant. It is expected that all facilities will find it challenging to generate NO<sub>x</sub> ERCs, and there may be insufficient NO<sub>x</sub> ERCs on the open market. Staff are brainstorming solutions to address this challenge. As of October 2023, New Source Review Rules were being developed that govern new construction or modification of plants in coordination with CARB and US EPA.

SCAQMD 1146 & 1146.1 are the Landing Rules for Boilers, Process Heaters, and Steam Generators. They most importantly set NO<sub>x</sub> emission standards for Industrial, Institutional, and Commercial Boilers, Steam Generators, and Process Heaters. As of 2018, NO<sub>x</sub> limits range from 40 ppm at most lax as a general minimum for liquid units to 5-12 ppm as most stringent for gaseous units as of 2018.<sup>6</sup>

Update: SCAQMD has been holding working group meetings over the past couple of years to refine Rules 1146 & 1146.1. Notably, SCAQMD conducted competitive analysis on its emission

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<sup>6</sup> For smaller or older plants (pre-September 2008), there are other alternative compliance pathways relating to operational practices on oxygen levels and tune-ups twice per year.

limits compared to other counties, states, and countries and found that its requirements were more ambitious than nearly any other jurisdiction. The next step in the process will be for SCAQMD to conduct a technical and cost feasibility study for these limits, so it possible for the limits to change with these constraints in mind. Rules 1146 & 1146.1 will be updated after this step, and will then be subject to EPA approval, which will officially transition the region from RECLAIM to Command and Contral emissions management.

OCPA staff has communicated with SCAQMD staff who confirmed Working Group Meeting #3 will share out the technical and cost feasibility study result in early Q1 2026.

### Events, Workshops, and Meetings

During the past month, staff attended several events, workshops, and meetings. These included:

- OCPA Regulatory and Legislative Committee Meeting
- CalCCA Regulatory Policy meetings – including several tiger team meetings covering PCIA, POLR, IRP, Large Load, Distribution, DAC-GT, and RA proceedings
- Weekly CalCCA Legislative Policy meetings - including several Tiger teams such as Infrastructure, Building Decarbonization, Zero-Emission Vehicles, Autonomy, and Affordability
- CalCCA Federal Policy meetings
- CalCCA Legislative Committee Meeting
- CalCCA Monthly CAISO meeting
- Stakeholder Policy meetings
- CalCCA Regulatory Directors meeting
- CalCCA Compliance meetings
- SCE ERRRA Meetings
- CEC Business meeting
- CPUC Voting Meeting
- SoCalREN Advisory Committee Meeting
- CEC IEPR Demand Analysis Working Group Meeting
- CCA & CPUC Energy Division DAC-GT Check-in
- Building Decarbonization Planning Workshop
- CAISO Annual Policy Initiatives Catalog and Roadmap Development Process
- CalCCA Green Bag Webinar – Inside the ISO: Navigating CAISO Markets as a CCA

### **FISCAL IMPACT**

None

### **ATTACHMENTS**

- A) 2026 OCPA Bill Tracker

**Orange County Power Authority**  
**2026 California Bill Tracker (Updated 1/29/2026)**  
**High Priority**

Bill #	Author	Title	Category	Summary	Status	Position
<a href="#">AB 710</a>	Irwin	Electricity: dynamic pricing: advanced metering infrastructure	Dynamic Rates	This bill would require the commission, on or before January 1, 2028, to require each electrical corporation to offer optional dynamic pricing tariffs, as specified. This bill would require the commission to require each electrical corporation, and the governing board of each local publicly owned electric utility, on or before January 1, 2028, to analyze the feasibility of deploying advanced metering infrastructure to all customers. Based on that analysis, the bill would require each electrical corporation and the governing board of each local publicly owned electric utility, on or before January 1, 2029, to develop a plan for complete advanced metering infrastructure deployment, where feasible.	1/27/2026 - In Senate. Read first time. To Com. on RLS. for assignment.	

## Medium Priority

Bill #	Author	Title	Category	Summary	Status
<a href="#">AB 13</a>	Ransom	Public Utilities Commission: membership: reports.	CPUC Reporting	The bill would require the Governor, in selecting, and the Senate, in confirming, members of the commission to consider regional diversity in the membership of the commission. The bill would require the Governor, in appointing a candidate for membership in the commission, to consider using a candidate pool that comprises persons with permanent residences in certain regions of the state, as specified.	In committee: Held under submission.
<a href="#">AB 23</a>	DeMaio	The Cost of Living Reduction Act of 2025.	Affordability	This bill would require the Energy Commission to develop a rebate methodology to compensate Californians for the higher cost of gasoline, electricity, and natural gas compared to the national average, and, beginning with the 2026–27 fiscal year, in any year where the average prices for gasoline, electricity, or natural gas have exceeded the national average for those energy sources by more than 10% in the	Re-referred to Com. on U. & E.
<a href="#">AB 34</a>	Patterson	CA RPS Program: local POU: large hydro generation	RPS	This bill would provide that the provision related to the procurement of eligible renewable energy resources by local publicly owned electric utilities also applies to the compliance periods established by the Energy Commission.	In Senate. Read first time. To Com. on RLS. for assignment.
<a href="#">AB 61</a>	Pacheco	Electricity and natural gas: legislation imposing mandated program and requirements: third-party review.	Programs	This bill would request the office to establish, by January 1, 2027, a program to, upon request of the Legislature, analyze legislation that would establish a mandated requirement or program or otherwise affect electrical or gas ratepayers, as specified. The bill would request the office to develop and implement conflict-of-interest provisions that would prohibit a person from participating in an analysis for which the person knows or has reasons to know that the person has a financial interest. The bill would establish the Energy Programs Benefit Fund in the State Treasury and continuously appropriate the moneys in the fund to the office to support the work of the office in providing analyses under the bill. The bill would repeal these provisions on January 1, 2031.	In committee: Held under submission.

## Medium Priority

<a href="#">AB 72</a>	Jackson	EV Economic Opportunity Zone: County of Riverside	EV	This bill would, upon appropriation by the Legislature, establish an Electric Vehicle Economic Opportunity Zone (EVEOZ) for the County of Riverside, administered by the Labor and Workforce Development Agency, for the purpose of creating programs to make electric vehicle manufacturing jobs and education more accessible to lower income communities. The bill would require the agency to collaborate with the County of Riverside in determining the geographical boundaries of the EVEOZ. By imposing additional duties on local officials, the bill would impose a state-mandated local program. The bill would authorize the agency to partner with educational institutions, electric vehicle manufacturing businesses, and local and national financial intuitions to develop EVEOZ education, training, and investment programs, as specified.	In Senate. Read first time. To Com. on RLS. for assignment.
<a href="#">AB 99</a>	Ta	Electrical corporations: rates.	Affordability	This bill would prohibit an electrical corporation from proposing a rate increase above the rate of inflation as defined, as a systemwide average for any general rate case cycle, except the bill would expressly authorize the commission to approve a rate increase above the rate of inflation if the commission determines that the costs underlying the rate increase are directly related to safety enhancements and modernization or to higher commodity or fuel costs.	In committee: Held under submission.
<a href="#">AB 222</a>	Bauer-Kahan	Data centers: power usage effectiveness: cost shifts.	Data Centers	This bill would require the Energy Commission to establish a process for the owner of a data center, as defined, to submit the power usage effectiveness ratio, as defined, for the data center to the Energy Commission on a biannual basis, and require the owner of a data center to submit this information for the data center in the manner and timeframe specified by the Energy Commission. The bill would require the Energy Commission, as part of the 2027 edition of the integrated energy policy report, to include an assessment of electrical load trends for data centers, as provided.	In committee: Held under submission.
<a href="#">AB 267</a>	Macedo	Greenhouse Gas Reduction Fund: high-speed rail: water infrastructure and wildfire prevention	GGRF	This bill would suspend the appropriation to the High-Speed Rail Authority for the 2026–27 and 2027–28 fiscal years and would instead require those amounts from moneys collected by the state board to be transferred to the General Fund. The bill would specify that the transferred amounts shall be available, upon appropriation by the Legislature, to augment funding for water infrastructure and wildfire prevention.	Referred to Coms. on TRANS. and NAT. RES.

## Medium Priority

<a href="#">AB 273</a>	Sanchez	Greenhouse Gas Reduction Fund: high-speed rail: infrastructure improvements	GGRF	This bill would eliminate the continuous appropriation of 25% of the annual proceeds of the Greenhouse Gas Reduction Fund to the High-Speed Rail Authority on June 30, 2026. The bill, beginning with the 2026–27 fiscal year, would instead require 25% of the annual proceeds of the Greenhouse Gas Reduction Fund to be transferred to the General Fund and for those moneys, upon appropriation, to be used to augment funding provided to local governments to improve infrastructure.	Referred to Coms. on TRANS. and NAT. RES.
<a href="#">AB 275</a>	Petrie-Norris	Office of Emergency Services: wildfire aerial response: program	Wildfires	This bill would require the Office of Emergency Services, in consultation with the Department of Forestry and Fire Protection, to establish, on or before December 31, 2026, a working group to evaluate and develop recommendations for implementing a wildfire aerial response program to provide year-round, 24 hours per day, 7 days per week, rapid aerial suppression capabilities. The bill would require the working group to consider specified elements to ensure effective statewide aerial wildfire suppression and to develop recommendations, including whether the program should be implemented as a pilot program, a full-scale statewide initiative, or if implementation is not recommended based on feasibility findings. The bill would require the Director of Emergency Services, in consultation with the department, to appoint members to the working group who are familiar with wildfire aviation response programs, as provided. The bill would require the working group to report its findings and implementation recommendations to the Assembly Committee on Emergency Management and the Senate Committee on Governmental Organization on or before December 31, 2027, as provided.	In committee: Set, second hearing. Hearing canceled at the request of author.
<a href="#">AB 286</a>	Gallagher	Electricity: mandatory rate reduction.	Rates	This bill would require the commission to generate a report outlining recommendations to decrease the kilowatt-per-hour rate for electricity charged to ratepayers by not less than 30% by January 1, 2027. The bill would require the commission, in making those reduction recommendations, to take certain actions, as specified.	In committee: Held under submission.
<a href="#">AB 303</a>	Addis	Battery energy storage facilities	Battery Storage	This bill would prohibit the authorization of a development project that includes a battery energy storage system capable of storing 200 megawatthours or more of energy if the development project is located within 3,200 feet of a sensitive receptor or is located on an environmentally sensitive site, as specified.	In committee: Hearing postponed by committee.
<a href="#">AB 305</a>	Arambula	Energy: nuclear facilities	Nuclear Power	This bill would exempt small modular reactors, as defined, from those provisions. This bill would require the PUC, on or before January 1, 2028, to adopt a plan to increase the procurement of electricity generated from nuclear facilities and to phase out the procurement of electricity generated from natural gas facilities.	In committee: Hearing postponed by committee.

## Medium Priority

<a href="#">AB 306</a>	Schultz and Rivas	Building regulations: state building standards	Building Standards	This bill would, from June 1, 2025, until June 1, 2031, inclusive, prohibit a city or county from making changes to the above-described building standards unless a certain condition is met, including that the commission deems those changes or modifications necessary as emergency standards to protect health and safety.	From committee chair, with author's amendments: Amend, and re-refer to committee. Read second time, amended, and re-referred to Com. on HOUSING.
<a href="#">AB 388</a>	Rogers	Electricity	Electrical Corporations	This bill would revise the definition of "electrical corporation" to exclude a corporation or person employing certain solar or wind generating technology if electricity is transmitted exclusively and directly through private electrical lines to a single facility owned by a different corporation or person that uses the electricity only for new load, not for departing load, and for an electrolytic hydrogen production facility, as defined, or a facility using the electricity to provide industrial process heat, or both.	In committee: Held under submission.
<a href="#">AB 434</a>	DeMaio	Construction and safety standards: battery storage facilities	Battery Storage	This bill would prohibit, until January 1, 2028, a public agency from authorizing the construction of a battery energy storage facility, as defined. The bill would require the State Fire Marshal, on or before January 1, 2028, to adopt guidelines and minimum standards for the construction of a battery energy storage facility to prevent fires and protect nearby communities from any fire hazard posed by the facility. The bill would require a public agency, when authorizing the construction of a battery energy storage facility on or after January 1, 2028, to require the facility to meet the guidelines and minimum standards adopted by the State Fire Marshal or more stringent guidelines and minimum standards as determined appropriate by the public agency.	In committee: Set, first hearing. Referred to suspense file.
<a href="#">AB 441</a>	Hadwick	Wildfire prevention: Office of Wildfire Technology Research and Development: wildfire mitigation program	Wildfires	Would repeal provisions related to the Office of Wildfire Technology Research and Development.	In committee: Set, first hearing. Hearing canceled at the request of author.

## Medium Priority

<a href="#">AB 443</a>	Bennett	Energy Commission: integrated resource policy report: curtailed solar and wind generation: hydrogen production	Hydrogen	This bill would require the Energy Commission, as part of the 2027 edition of the integrated energy policy report and each edition thereafter, and contingent upon an appropriation for this purpose, to include an assessment of funding needs for port infrastructure for offshore wind energy development, as specified. The bill would require the Energy Commission, in consultation with specified entities, to include in the assessment any federal, state, and local funding opportunities, including general obligation bonds and funding from the private sector, that can help build port infrastructure for offshore wind energy development.	In committee: Referred to APPR. suspense file.
<a href="#">AB 472</a>	Rogers and Connolly	Energy: offshore wind generation	Offshore Wind	This bill would amend the definition of “infrastructure” described above to include port infrastructure for offshore wind energy development, and would require the 5-year infrastructure plan to include, beginning in the 2027–28 fiscal year, and contingent upon an appropriation for this purpose, an assessment of funding needs for port infrastructure for offshore wind energy development, as specified. The bill would require the Governor, in consultation with specified entities, to assess federal, state, and local funding opportunities, including general obligation bonds and funding from the private sector, that can help build port infrastructure for offshore wind energy development.	In committee: Held under submission.
<a href="#">AB 526</a>	Papan	Energy: new in-state geothermal energy generation	Geothermal	The bill would require the Energy Commission, on or before June 1, 2026, to evaluate and quantify the maximum feasible capacity of new in-state geothermal energy to achieve reliability, ratepayer, employment, and decarbonization benefits, and to establish megawatt in-state next-generation geothermal planning goals for 2035 and 2045, as specified.	In committee: Held under submission.
<a href="#">AB 550</a>	Petrie-Norris	CESA: take of species: renewable electrical generation facilities	Generation Facilities	This bill would provide that if an at-risk species, as defined, becomes listed as an endangered, threatened, or candidate species, further authorization or approval shall not be required for a take of that species, if specified conditions are met, including that the potential listing of the at-risk species was anticipated in a permit previously issued by the department for incidental take caused by a renewable electrical generation facility. The bill would authorize the department, in partnership with a permit applicant for an incidental take caused by a renewable electrical generation facility, to develop a research project that evaluates specified factors. The bill would authorize a research project reviewed and approved by the department to contribute to a renewable electrical generation project’s mitigation, as provided. The bill would require the department to report to the Legislature specified information, including among other things, a report on each at-risk species authorized for take, as provided.	In committee: Hearing postponed by committee.

## Medium Priority

<a href="#">AB 705</a>	Boerner	Public Utilites Comission: Independent Office of Audits and Investigations	CPUC	This bill would delete the provision providing for the appointment of the chief internal auditor and instead provide that, effective January 1, 2026, the internal audit unit of the commission and its staff are transferred to the Independent Office of Audits and Investigations, which the bill would establish within the commission, as specified. The bill would provide for the appointment and removal of the director of the office, who would have the title of Inspector General. The bill would require that the office have access and authority to examine all records, files, documents, accounts, reports, correspondence, or other property of the commission, public utilities, and other entities regulated by the commission, as specified. The bill would require the Inspector General to report to the Governor and the Legislature, as provided.	From committee: Do pass and re-refer to Com. on APPR. (Ayes 15. Noes 1.) (July 15). Re-referred to Com. on APPR.
<a href="#">AB 716</a>	Carrillo	Fire safety standards: hydrogen facilities	Hydrogen	This bill would require the State Fire Marshal to to appoint a hydrogen fire expert to answer questions and provide clarification on the implementation of hydrogen production, storage, and distribution facilities, ensuring that hydrogen facilities comply with the most up-to-date fire safety standards. The bill would require the State Fire Marshal to provide ongoing training to local fire departments and building inspectors to ensure that hydrogen-related safety protocols are understood and enforced statewide.	Read second time and amended. Re-referred to Com. on APPR.
<a href="#">AB 729</a>	Zbur	Public utilities: climate credits	Climate Credits	This bill would require that the electric California Climate Credit be provided to the residential and small business retail customers of electrical corporations on the bills of those customers for the months of August and September of each year, and to the emissions-intensive trade-exposed retail customers of electrical corporations on the bills of those customers for the month of August of each year, unless otherwise directed by the commission, as specified. The bill would require that the natural gas California Climate Credit be provided to residential customers on the bills of those customers for the month of February of each year unless otherwise directed by the commission, as specified.	From committee chair, with author's amendments: Amend, and re-refer to committee. Read second time, amended, and re-referred to Com. on E., U & C.
<a href="#">AB 745</a>	Irwin	Electricity: climate credits	Climate Credits	This bill would require the credit provided to residential customers of an electrical corporation to be provided on the bills of those customers for the months of July, August, and September of each year, or as otherwise directed by the commission to address extreme, unforeseen, and temporary circumstances. The bill would require the credit to be volumetric, rather than independent of consumption.	Ordered to inactive file at the request of Senator Allen.

## Medium Priority

<a href="#">AB 864</a>	Ward	Hazardous waste: solar photovoltaic modules	Solar Panel Recycling	This bill would exempt solar photovoltaic modules not identified as hazardous waste and treated, except as provided, as universal waste, as defined, from state hazardous waste regulations, if transferred to a designated recycler for legitimate recycling, as described, and if the facility meets specified criteria relating to registration permits, as provided. The bill would make the universal waste designation applicable to a solar photovoltaic module that is intended for recycling and cannot otherwise be resold, reused, or refurbished only until the department adopts regulations implementing alternative management standards for solar photovoltaic modules. The bill would also designate a solar photovoltaic module that can be resold, reused, or refurbished as surplus material. The bill would make a conforming change.	Ordered to inactive file at the request of Senator McNerney.
<a href="#">AB 884</a>	Essayli	Campaign contributions: investor-owned utilities	IOU	This bill would prohibit an investor-owned utility from making a contribution to a candidate for elective state office and would prohibit a candidate for elective state office from accepting a contribution from an investor-owned utility.	In committee: Hearing postponed by committee.
<a href="#">AB 941</a>	Zbur	California Environmental Quality Act: electrical infrastructure projects	CEQA	This bill would require the commission to determine whether to certify the environmental impact report for an electrical infrastructure project that is a priority project, as defined, no later than 270 days after the commission determines that an application for an electrical infrastructure project is complete, except as specified.	In committee: Held under submission.
<a href="#">AB 942</a>	Calderon	Electricity: climate credits	Climate Credits	This bill would exclude residential customers from receiving the California Climate Credit if they are not enrolled in the CARE or FERA program and their total electricity bills for the previous year were less than \$300.	From committee: Do pass and re-refer to Com. on RLS. (Ayes 5. Noes 2.) (August 29). Re-referred to Com. on RLS.

## Medium Priority

<a href="#">AB 1016</a>	Gonzalez	Power facility and site certifications: thermal powerplants: geothermal resources	Geothermal	<p>This bill would additionally authorize the commission to exempt from the certification requirement, only until January 1, 2030, a thermal powerplant that generates electricity using geothermal resources and meets specified criteria, including that a person proposing an eligible thermal powerplant files an application on or before June 30, 2029, for certification with the local governmental agency that has land use and related jurisdiction over the area in which the powerplant is located to certify the site and related facility, and that the powerplant has a generating capacity of up to 150 megawatts, or that modifications are being made to a thermal powerplant that generates electricity using geothermal resources that do not add capacity in excess of 150 megawatts and for any plan for multiple geothermal powerplants that use at least one common infrastructure component and those powerplants, in total, have a net generating capacity of 50 or more megawatts.. Upon the commission granting an exemption, the bill would require the local governmental agency to be the lead agency to certify the site and related facility, as provided. The bill would make the local governmental agency that has land use and related jurisdiction over the area of the proposed site and related facility the lead agency pursuant to CEQA for any project that the commission exempts from the certification requirement and that generates electricity using geothermal resources as provided.</p>	In committee: Set, first hearing. Hearing canceled at the request of author.
<a href="#">AB 1020</a>	Schiavo	Public utilities: energy: taxpayer funding: reporting.	IOU	<p>This bill would require each utility, defined as an investor-owned electrical corporation or gas corporation, to report certain information for any taxpayer funding, as defined, greater than or equal to \$1,000,000, that the utility has applied for or received. The bill would require the commission, for each application in which a utility is seeking ratepayer funding, to require the utility to report all relevant taxpayer funding the utility is pursuing or has secured, and, if the commission determines that a utility is not in compliance with that requirement, the bill would authorize the commission to impose a penalty against the utility, as specified. The bill would require the commission to require each utility to promptly deliver the financial benefits of taxpayer funding to ratepayers, as provided.</p>	In committee: Held under submission.
<a href="#">AB 1117</a>	Schultz	Electricity rates: optional dynamic rate tariffs	Rates	<p>This bill would require the commission, through a new or existing proceeding, to develop optional dynamic rate tariffs applicable to each large electrical corporation for the large electrical corporation's commercial and industrial customers on or before July 1, 2028, and for its other customers, including residential customers, on or before July 1, 2030. The bill would require each optional dynamic rate tariff to include, at minimum, specified components, including dynamic transmission and distribution rates that reflect real-time grid conditions and certain nonbypassable charges, as specified.</p>	In committee: Held under submission.

## Medium Priority

<a href="#">AB 1156</a>	Wicks	Solar-use easements: suspension of Williamson Act contracts: terms of easement: termination.	Solar	This bill would revise these provisions to authorize the Department of Conservation to determine that a parcel is eligible for suspension, as described above, upon the request of the landowner, instead of a request from a county or city, and would require the department to additionally make that determination in consultation with any applicable groundwater sustainability agency or services. The bill would revise the eligibility criteria for a parcel to be deemed eligible under these provisions by (1) additionally authorizing land for which there are or will be insufficient surface water or groundwater rights associated with the land to support commercially viable irrigated agricultural use; (2) deleting the requirement that the land not be located on lands designated as prime farmland, unique farmland, or farmland of statewide importance; and (3) additionally requiring that the land meet certain additional requirements relating to the land's historical use as cropland and whether it is encumbered by a conservation easement or enrolled in a land conservation program, as specified. The bill would also require the Department of Conservation to issue its determination of eligibility within 120 days following submission of a completed application package, and would deem any application not rejected within this 120-day period to be approved.	Ordered to inactive file at the request of Assembly Member Wicks.
<a href="#">AB 1173</a>	Patterson	Public Utilities Commission: organization	IOU/CPUC	This bill would prohibit a staff member who moves from the Public Advocate's Office of the Public Utilities Commission to the commission from working on any matter that the staff member participated in while employed at the office.	In committee: Held under submission.
<a href="#">AB 1174</a>	Alanis	Clean Transportation Program: eligible programs and projects: electrical vehicle charging stations: vandalism deterrence	EVSE	This bill would add to the categories of programs and projects eligible for funding under the Clean Transportation Program programs and projects to deter and combat vandalism of publicly available electric vehicle charging stations.	Referred to Com. on TRANS.
<a href="#">AB 1176</a>	Flora	Energy: renewable energy resources programs	Energy	Spot Bill	In committee: Hearing postponed by committee.

## Medium Priority

<a href="#">AB 1182</a>	Irwin	State Energy Resources Conservation and Development Commission: report: electrical grid infrastructure manufacturing	Transmission and Distribution Manufacturing	This bill would require the commission to prepare and submit a report, on or before July 1, 2026, to the Governor and the Legislature regarding the status of electrical transmission and distribution grid infrastructure manufacturing in this state.	In committee: Held under submission.
<a href="#">AB 1191</a>	Tangipa	California Renewables Portfolio Standard Program: hydroelectric generation.	RPS/Hydro	This bill would revise the definition of an eligible renewable energy resource for the purposes of the California Renewables Portfolio Standard Program to include all hydroelectric generating facilities and would make conforming changes.	In committee: Set, first hearing. Failed passage. Reconsideration granted.
<a href="#">AB 1222</a>	Bauer-Kahan	Public utilities: judicial review	IOUs	This bill would prohibit the commission from authorizing electrical or gas corporations to recover from their ratepayers the costs associated with seeking judicial review of a commission decision by a state or federal court or requesting relief from a commission decision at a federal agency. The bill would require the electrical and gas corporation to track those costs.	In committee: Held under submission.
<a href="#">AB 1228</a>	Essayli	Electricity: expedited utility distribution infrastructure undergrounding program	Infrastructure	This bill would specify that the approval of a distribution infrastructure undergrounding plan is not a project for purposes of the California Environmental Quality Act, as specified.	Referred to Coms. on U. & E. and NAT. RES.
<a href="#">AB 1238</a>	DeMaio	California Energy Consumer Freedom Act	Electrification	This bill, the California Energy Consumer Freedom Act, would prohibit state agencies and local governments from adopting or enforcing a rule, regulation, resolution, or ordinance that directly or indirectly results in prohibiting the use of gas appliances in residential or nonresidential buildings, and the buying, selling, or use of gasoline-powered vehicles or equipment.	Re-referred to Com. on U. & E.

## Medium Priority

<a href="#">AB 1260</a>	Ward	Electricity: renewable energy subscription programs	Community Renewables	<p>This bill would revise and recast the requirements for the customer renewable energy subscription program to, among other things, specify that the avoided costs include certain avoided cost values. The bill would impose additional requirements that the program is required to meet, including requiring facilities participating in the program to have no more than 5 megawatts of generation capacity and no more than 5 megawatts of storage, and capping the total program capacity at 5 gigawatts or ending program subscription after 7 years, when either limit is first reached. The bill would require the PUC, on or before September 1, 2026, to adopt or modify the community renewable energy program to ensure consistency with certain requirements, as provided. The bill would require each community choice aggregator and electric service provider, within 180 days of the adoption or modification of the program, to notify the PUC regarding whether it will participate in the program. The bill would authorize a community choice aggregator or electric service provider to begin participating in, or end its participation in, the program at any time by notifying the PUC. The bill would require the PUC, beginning 2 years from the adoption or modification of the program, to evaluate the program to ensure consistency with the program’s requirements and would require the PUC to authorize the termination or modification of the program if the PUC determines that the program does not meet those requirements. The bill would require the State Energy Resources Conservation and Development Commission (Energy Commission) to evaluate community solar and storage projects as a load-modifying resource so that those projects may be counted as a load-modifying resource. The bill would require the Energy Commission to undertake the evaluation and issue a determination on or before September 1, 2026, as provided.</p>	In committee: Held under submission.
<a href="#">AB 1295</a>	Patterson	Public utilities: bills and notices: consolidation and transparency	Billing	<p>This bill would require the commission, on or before June 1, 2026, to evaluate all customer billing and noticing requirements existing on January 1, 2026, that apply to gas or electric utilities, and to identify and consider potential avenues to consolidate and enhance billing transparency, including avenues that clearly show the source and value of each charge within each customer’s bill, as specified, and use the most cost-effective communications channels, as provided. The bill would authorize the commission to seek and consider input from utilities and other relevant stakeholders to inform its evaluation and identification and consideration of potential avenues to consolidate notices and enhance billing transparency.</p>	In committee: Held under submission.

## Medium Priority

<a href="#">AB 1301</a>	Petrie-Norris	Electricity: Power Exchange	Power Exchange	This bill would abolish the Power Exchange and would make various conforming changes.	Referred to Com. on E., U & C.
<a href="#">AB 1302</a>	Wallis	Electricity: customer generators: departing load charges.	Departing Load	This bill would require the commission, until December 31, 2031, to study and design a new system for allowing electrical customers of electrical corporations, community choice aggregators, local publicly owned electric utilities, and electrical cooperatives to generate their own electricity on their commercial or residential sites. The bill would require the commission, in designing the new system, to ensure all electrical customers are treated fairly, increase transparency in the calculation and application of departing load charges, promote the development and integration of renewable energy sources, support the state's clean energy goals, consider the benefits of customer-generated energy, and provide a mechanism for stakeholder input, as provided. The bill would require the commission, on or before December 31, 2027, to submit a report to the Legislature detailing the proposed new process for departing load charges and any recommendations for legislative action.	Re-referred to Com. on U. & E.
<a href="#">AB 1334</a>	Wallis	Solar energy: official state energy	Solar	This bill would establish solar energy as the official state energy.	In committee: Hearing postponed by committee.
<a href="#">AB 1342</a>	Soria	Public Utilities Commission: energy efficiency programs: report.	Programs	Existing law requires the Public Utilities Commission, on or before December 31, 2018, and biennially thereafter, as part of a specified report, to identify and report to the Legislature on electrical and gas corporation ratepayer-funded energy efficiency programs that are similar to programs administered by the State Energy Resources Conservation and Development Commission, the State Air Resources Board, and the California Alternative Energy and Advanced Transportation Financing Authority. This bill would instead require the commission to identify and report to the Legislature on those programs on an annual basis.	In committee: Hearing postponed by committee.

## Medium Priority

<a href="#">AB 1347</a>	Carrillo	Electrical modernization zones	Electrical modernization zones	This bill would require the Governor’s Office of Business and Economic Development, in conjunction with the ISO, to identify six electrical infrastructure modernization zones, as provided. The bill would require the PUC and the Energy Commission to recognize these zones as load growth priority areas. The bill would authorize an electrical corporation that serves a customer within an electrical infrastructure modernization zone to work with the local jurisdiction to update its electrical load projections. The bill would require the PUC to authorize an electrical corporation that serves a customer within an electrical infrastructure modernization zone to expedite cost recovery and to manage microgrids, as specified.	Re-referred to Com. on U. & E.
<a href="#">AB 1372</a>	Papan	Renewable electrical generation facilities: electrified commuter railroads: regenerative braking: net billing	Rates	This bill would, upon an electrical corporation, and an operator of an electrified commuter railroad that produces electricity through the regenerative braking of electric trains, including the Peninsula Corridor Joint Powers Board, completing certain technical studies, require the electrical corporation to adopt or modify a net billing contract or tariff that is approved by the commission. The bill would require that contract or tariff to, among other things, require the electrical corporation to apply bill credits for the electricity exported to the electrical grid based on its value, as specified. The bill would require the electrical corporation to provide, or install at its cost, if necessary, metering that records and documents electricity imports and exports, as specified.	Re-referred to Com. on U. & E.
<a href="#">AB 1404</a>	Ortega	Electrical Corporations: connections: affordable housing projects	Rates	This bill would require an electrical corporation to connect an affordable housing project, as defined, to the electrical distribution grid within 60 days, except as specified. The bill would require the commission to streamline any necessary review on an affordable housing project that is ready to connect but sitting vacant and that has not been connected by an electrical corporation within the required 60 days. The bill would delay the effective date of a rate increase approved by the commission for the greater of either the amount of time the electrical corporation took, beyond 90 days from receipt of the project building plans, to provide a final contract, or the amount of time the electrical corporation took, beyond the 60 days allowed, to connect the most recently completed affordable housing project within the electrical corporation’s service area.	In committee: Hearing postponed by committee.
<a href="#">AB 1436</a>	Avila Farias	Public Utilities Commission: outreach.	PUC Outreach	Existing law, in effect until January 1, 2020, required the Policy and Planning Division of the Public Utilities Commission to undertake one or more studies of outreach efforts undertaken by other state and federal utility regulatory bodies and make recommendations to the commission to promote effective outreach, including metrics for use in evaluating success. This bill would repeal that obsolete provision.	Referred to Com. on E., U & C.

## Medium Priority

<a href="#">AB 1484</a>	Bennett	Energy reliability	Spot	Spot Bill	Read first time.
<a href="#">AB 1554</a>	Calderon	Wildfire Fund	Wildfire Fund	Spot Bill	From printer. May be acted upon on or after February 8.
<a href="#">SB 222</a>	Wiener	Residential heat pump systems: water heaters and HVAC: installations	Heat Pumps	The bill would require a city, county, or city and county, beginning July 1, 2027, to adopt and offer asynchronous inspections for installations of residential heat pump water heater or heat pump HVAC systems, as defined, that do not require a licensed contractor and building inspector to be simultaneously present during the inspection. The bill would authorize a building inspector to contact the licensed contractor who performed the installation by telephone call or real-time video conferencing during their inspection, and, if the building inspector determines during an asynchronous inspection that there is an issue with an installation of the heat pump water heater or heat pump HVAC system and that the licensed contractor who performed the installation must be present to perform tests or cure the installation, to require the licensed contractor who performed the installation to schedule an additional inspection in which the building inspector and the licensed contractor who performed the installation are required to be simultaneously present during the additional inspection. The bill would specify that these provisions do not require a local entity described above to discontinue offering inspections for the installation of a residential heat pump water heater or heat pump HVAC system where in a building inspector and licensed contractor who performed the installation are simultaneously present.	In Assembly. Read first time. Held at Desk.
<a href="#">SB 239</a>	Arreguin	Open meetings: teleconferencing: subsidiary body	Teleconferencing	This bill would authorize a subsidiary body, as defined, to use alternative teleconferencing provisions and would impose requirements for notice, agenda, and public participation, as prescribed. The bill would require the subsidiary body to post the agenda at each physical meeting location designated by the subsidiary body, as specified. The bill would require the members of the subsidiary body to visibly appear on camera during the open portion of a meeting that is publicly accessible via the internet or other online platform, as specified. The bill would also require the subsidiary body to list a member of the subsidiary body who participates in a teleconference meeting from a remote location in the minutes of the meeting.	In Assembly. Read first time. Held at Desk.
<a href="#">SB 252</a>	Valladares	CEQA: exemption: underground powerlines	CEQA	This bill would exempt from the provisions of CEQA a project to underground powerlines.	April 2 set for second hearing canceled at the request of author.

## Medium Priority

<a href="#">SB 256</a>	Perez	Electricity: electrical infrastructure: wildfire mitigation.	Infrastructure	This bill would require an electrical corporation, for the description in the wildfire mitigation plan of the preventative strategies and programs to minimize the risk of its electrical lines and equipment causing catastrophic wildfires, to include consideration of areas adjacent to high fire threat areas. The bill would require an electrical corporation’s wildfire mitigation plan to consider the impacts on the opportunity for residents within a household who are not the customer of record to subscribe to receive notifications related to deenergization events and communication with public safety partners, identify any lapses in communication coordination during recent past emergency response events with local governments, describe opportunities to collaborate with local governments and other steps that can be taken to establish more efficient communication coordination during future emergency responses, consider undergrounding distribution infrastructure when it is being rebuilt, include an accounting of all transmission facilities, including permanently abandoned facilities, and include a plan for how and when each permanently abandoned facility will be removed and the wildfire mitigation measures that are being implemented to prevent hazards, as provided. The bill would also require electrical corporations to conduct annual wildfire preparedness workshops, as provided.	August 29 hearing: Held in committee and under submission.
<a href="#">SB 282</a>	Wiener	Residential heat pump systems: water heaters and HVAC: installations	Heat Pumps	This bill would require the commission, on or before January 1, 2027, to establish a statewide certification program for licensed contractors of residential heat pump water heaters and heat pump heating, ventilation, and air conditioning (HVAC) systems to obtain a heat pump installation certification, and would require the commission to create a state training program, as described, on residential heat pump water heaters and heat pump HVAC systems for purposes of the certification program, as specified.	May 23 hearing: Held in committee and under submission.
<a href="#">SB 285</a>	Becker	Net zero greenhouse gas emissions goal: carbon dioxide removal: regulations	GHG Emissions	This bill would, for the purpose of meeting, or tracking progress against, any state requirement to achieve net zero emissions of greenhouse gases, authorize only qualified carbon dioxide removal, as defined, to be used to counterbalance the state’s or an entity’s greenhouse gas emissions and would require qualified carbon dioxide removal used for those purposes to meet certain requirements, as specified.	May 23 hearing: Held in committee and under submission.

## Medium Priority

<a href="#">SB 314</a>	Padilla	Weights and measures: electric vehicle supply equipment	EVSE	This bill would authorize an EVSE that has been audited or tested by the manufacturer or supplier to be used commercially without further testing during the remainder of the inspection period adopted by the Secretary of Food and Agriculture, but not until it has been sealed by a sealer. The bill would, among other things, require the county sealer to ensure that certain EVSE installed before January 1, 2026, are initially placed in service and tested by a sealer on or before January 1, 2027, at no additional cost other than the registration fees paid by the EVSE owner or operator.	May 23 hearing: Held in committee and under submission.
<a href="#">SB 327</a>	McNerney	Public utilities: review of accounts: electrical and gas corporations: rates: political influence activities	Electrical Corporations	This bill would prohibit, except as provided, each electrical corporation or gas corporation from recording to accounts that contain expenses that the electrical corporation or gas corporation recovers from ratepayers, or otherwise recovering from ratepayers, direct or indirect costs of opposing the municipalization of electrical or gas service, as specified. The bill would require the commission to monitor and investigate compliance and noncompliance with the prohibition.	In Assembly. Read first time. Held at Desk.
<a href="#">SB 330</a>	Padilla	Electrical transmission infrastructure: financing	Transmission	This bill would authorize the Governor to establish one or more pilot projects to develop, finance, or operate electrical transmission infrastructure that meet the specified criteria, including, among other things, that the transmission line is identified by the Independent System Operator in its transmission planning process as a project subject to competitive bidding and necessary to support clean energy generation to meet the state's clean energy goals. The bill would require the Governor to designate existing state agencies, local public agencies, tribal organizations, or joint powers authorities to implement the pilot projects. The bill would authorize the pilot projects to develop, finance, operate, and maintain electrical transmission lines and all works, facilities, improvements, and property, or portions thereof, necessary or convenient for the conveyance of electricity, as specified. The bill would authorize the Governor to issue guidelines regarding application and certification of pilot projects.	July 16 set for second hearing canceled at the request of author.
<a href="#">SB 332</a>	Wahab	Investor-Owned Utilities Accountability Act	IOU Oversight	This bill would require the research institute to conduct the first phase of the comparative analysis and to submit an interim report, on or before December 31, 2026, to the Energy Commission on threshold legal issues, as provided. The bill would require the Energy Commission to convene a group of state attorneys from the legal departments of state agencies that regulate electrical corporations to advise the research institute on the first phase of the comparative analysis, as specified.	August 29 hearing: Held in committee and under submission.

## Medium Priority

<a href="#">SB 348</a>	Hurtado	State Air Resources Board: Low-Carbon Fuel Standard	LCFS	This bill would require the state board, beginning no later than January 31, 2026, to reconsider and revise the Low Carbon Fuel Standard to reduce the program's financial burden on drivers in the state, including by taking specified actions.	May 23 hearing: Held in committee and under submission.
<a href="#">SB 377</a>	Grayson	Biomethane procurement targets	Biomethane	This bill would instead require that biomethane delivered to California through a common carrier pipeline meet either of the specified requirements, rather than both. The bill would also additionally add the displacement of conventional natural gas that results in a reduction in greenhouse gas emissions as one of the specified environmental benefits.	April 7 set for first hearing canceled at the request of author.
<a href="#">SB 534</a>	Padilla	Green Empowerment Zone for the Salton Sea and Southeastern Desert Valleys.	Green Empowerment Zone	This bill, until January 1, 2035, would authorize establishment of a Green Empowerment Zone for the Salton Sea and Southeastern Desert Valleys (empowerment zone). The bill would authorize the empowerment zone to be composed of specified land and communities within the Imperial, Eastern Coachella, and Palo Verde Valleys, upon adoption of a resolution by the Imperial County Board of Supervisors, and would provide for the empowerment zone to be governed by a board of directors, as specified. The bill would task the empowerment zone with various duties, including, among other things, identification of projects and programs that will best utilize public dollars, distribute benefits to disinvested communities, and most quickly improve the economic vitality of California's southeastern desert valleys, as specified, in a coordinated effort to support the development and equitable transition to a clean energy economy. The bill would require the board of directors, beginning on January 1, 2027, to submit an annual progress report to the Legislature and the Governor's Office of Business and Economic Development, as specified. The bill would require the empowerment zone, commencing on January 1, 2027, as specified, to post the above-described report on its internet website and to submit a letter to the Legislature informing the Legislature that the report has been posted.	Referred to Com. on E.D., G., & H.I.

## Medium Priority

<a href="#">SB 540</a>	Becker and Stern	Independent System Operator: independent regional organization	Regional Organization	<p>This bill would delete provisions providing for the transformation of the ISO into a regional organization. The bill would authorize the ISO and the electrical corporations that are participating transmission owners whose transmission systems are operated by the ISO, in lieu of the ISO managing related energy markets, as provided, to use energy markets governed by an independent regional organization, provided that specified requirements are satisfied. This bill would specify that the above-described provisions do not diminish the PUC’s authority to direct an electrical corporation to withdraw from an energy market governed by an independent regional organization, and would authorize the PUC to direct an electrical corporation to withdraw from an energy market governed by an independent regional organization under specific circumstances. The bill would also require an electrical corporation within the balancing authority of the ISO to withdraw from an energy market governed by an independent regional organization under two specified conditions. This bill would establish the Regional Energy Market Oversight Council, which would be responsible for ensuring that participation in regional energy markets serves the interests of the state. The bill would require the council to approve or disapprove initial participation in the independent regional organization by electrical corporations and any other participating load-serving entities and determine whether electrical corporations and any other participating load-serving entities should be required to withdraw from an energy market governed by the independent regional organization. The bill would require the council to convene a duly noticed public meeting to make a finding of approval or withdrawal of participation in the independent regional organization and would require the council to disapprove of initial participation in the independent regional organization, or order withdrawal, if the council makes any of specified findings.</p>	Joint Rule 61(a)(13) suspended. (Ayes 60. Noes 20. Page 3128.)
<a href="#">SB 559</a>	Stern	Electricity: deenergization events: communications	Deenergization events	<p>This bill would require, at the start of a deenergization event, an electrical corporation to immediately notify local emergency management organizations and local utility districts about the impacts of the deenergization, as specified. The bill would require detailed status information on restoration efforts to be made available to emergency management organizations, public safety officials, customers, and the public in real-time, with regular progress updates issued at intervals of no more than 12 hours, for all impacted circuits, as specified.</p>	May 23 hearing: Held in committee and under submission.

## Medium Priority

<a href="#">SB 620</a>	Stern	Energy utility data.	Data	This bill would require the State Energy Resources Conservation and Development Commission (Energy Commission) to create the Data Access Governance Committee, with specified membership, and would require the committee, on or before January 1, 2027, to provide initial recommendations on prescribed topics to the Energy Commission and the PUC, as specified. The bill would authorize the Energy Commission to work with certain gas corporations, electrical corporations, and local publicly owned utilities that provide gas or electrical service to enact cost-effective energy utility data programs, as specified. The bill would create, and would require the PUC and the Energy Commission to administer and enforce, the Customer Energy Utility Data Bill of Rights, with specified protections and customer rights.	April 29 set for first hearing canceled at the request of author.
<a href="#">SB 636</a>	Menjivar	Electrical or gas corporations: deferment of payments: hardship	Disconnections	This bill would prohibit an electrical or gas corporation from disconnecting service of a customer who meets certain criteria, including making a hardship request based on certain circumstances, as provided. The bill would require the corporation to grant that customer a 6-month deferment for any and all payments due from the date that the deferment is granted. Upon the expiration of the deferment period, the bill would require the corporation to enroll the customer into its arrearage management program for any and all debts on the customer's account. The bill would authorize the commission to adopt rules to implement these provisions.	May 23 hearing: Held in committee and under submission.
<a href="#">SB 684</a>	Menjivar	Polluters Pay Climate Superfund Act of 2025.	Climate	This bill would enact the Polluters Pay Climate Superfund Act of 2025 and would establish the Polluters Pay Climate Superfund Program to be administered by the California Environmental Protection Agency to require fossil fuel polluters to pay their fair share of the damage caused by greenhouse gases released into the atmosphere during the covered period, which the bill would define as the time period between the 1990 and 2024 calendar years, inclusive, resulting from the extraction, production, refining, sale, or combustion of fossil fuels or petroleum products, to relieve a portion of the burden to address cost borne by current and future California taxpayers. The bill would require the agency, within 90 days of the effective date of the act, to determine and publish a list of responsible parties, which the bill would define as an entity with a majority ownership interest in a business engaged in extracting or refining fossil fuels that, during the covered period, did business in the state or otherwise had sufficient contact with the state, and is determined by the agency to be responsible for more than 1,000,000,000 metric tons of covered fossil fuel emissions, as defined, in aggregate globally, during the covered period.	April 22 set for first hearing canceled at the request of author.

## Medium Priority

<a href="#">SB 698</a>	McNerney	California Solar Initiative: distributed energy resource equipment lists	DER	This bill would authorize the Energy Commission to establish distributed energy resource equipment lists with rating standards for equipment, components, and systems that further state energy and environmental goals, including, but not limited to, for solar energy systems, energy storage systems, bidirectional charging systems, and electric vehicle supply equipment. The bill would define various terms for these purposes. The bill would require the Energy Commission to adopt guidelines for the distributed energy resource equipment lists, as provided.	May 23 hearing: Held in committee and under submission.
<a href="#">SB 708</a>	Alvarado-Gil	Public Utilities Commission: quorum for the transaction of business	CPUC	Spot Bill	Referred to Com. on RLS.
<a href="#">SB 714</a>	Archuleta	Zero-emission vehicles: workforce development: Clean Energy Workforce Training Council	Workforce Development	This bill would state the intent of the Legislature to enact legislation that would establish a zero-emission vehicle workforce development pilot project and a Clean Energy Workforce Training Council, as provided.	Referred to Com. on RLS.
<a href="#">SB 742</a>	Perez	Electricity: electrical infrastructure: permanently abandoned facilities: emergency response: liaisons.	Infrastructure	This bill would require the commission, on or before January 1, 2027, to update a general order to require each electrical corporation to remove all permanently abandoned facilities, as specified. This bill would require that an electrical corporation's wildfire mitigation plan also include an accounting of all transmission facilities, including permanently abandoned transmission facilities, and include a plan for how and when each permanently abandoned transmission facility will be removed and the wildfire mitigation measures that are being implemented to prevent hazards, as provided.	In Assembly. Read first time. Held at Desk.
<a href="#">SB 752</a>	Richardson	Sales and use taxes: exemptions: California Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project: transit buses	Tax on ZE Buses	The Sales and Use Tax Law provides various exemptions from those taxes, including, until January 1, 2026, an exemption from those taxes with respect to the sale in this state of, and the storage, use, or other consumption in this state of, specified zero-emission technology transit buses sold to specified public agencies that are eligible for specified incentives from the State Air Resources Board. This bill would extend the exemption for specified zero-emission technology transit buses until January 1, 2028.	May 23 hearing: Held in committee and under submission.

## Medium Priority

<a href="#">SB 755</a>	Blakespear	California Contractor Climate Transparency Act	California Contractor C	This bill would enact the California Contractor Climate Transparency Act, which would require the board, beginning January 1, 2027, to require a large contractor and a significant contractor, as defined, to report annually specified information, including, for large contractors, an annual disclosure of scope 1 emissions, scope 2 emissions, scope 3 emissions, and climate-related financial risk, as specified, and for significant contractors, an annual disclosure of scope 1 emissions and scope 2 emissions, as specified.	May 23 hearing: Held in committee and under submission.
<a href="#">SB 803</a>	Durazo	California Conservation Corps: Green Collar Certification Program	California Conservatio	This bill would require the Director of the California Conservation Corps to establish a Green Collar Certification Program that provides young persons participating in the corps with skills and education relating to reducing carbon emissions in residential and nonresidential buildings, preparing communities for environmental disasters, and developing conservation infrastructure projects that stabilize shorelines and restore ecological habitats, as provided.	May 23 hearing: Held in committee and under submission.
<a href="#">SB 804</a>	Archuleta	Hydrogen pipeline safety	Hydrogen	This bill would require the PUC to require that hydrogen pipelines meet specified requirements. The bill would require the PUC to establish, on or before January 1, 2028, and, with the exception specified below, to enforce, standards that meet or exceed those requirements, as provided. The bill would require the Energy Commission to enforce the standards for private, intrastate hydrogen pipelines. The bill would require a hydrogen pipeline owner to maintain accurate records of hydrogen concentration levels within its hydrogen pipeline and any leakage of hydrogen and, on or before December 31 of each year, to submit a report to the PUC detailing compliance with that requirement.	Read second time. Ordered to third reading.

## Medium Priority

<a href="#">SB 810</a>	Dahle	Electricity: ratepayer-funded programs: reports	Reporting	Existing law requires the State Energy Resources Conservation and Development Commission (Energy Commission) to administer various programs, such as the Electric Program Investment Charge program, that are funded by a charge on electrical ratepayers. Existing law requires the Public Utilities Commission (PUC) to require electrical corporations to implement various programs, such as energy efficiency programs, that are funded by electrical ratepayers. Under its authority, the Governor has issued an executive order directing the Energy Commission and the PUC to examine electrical ratepayer-funded programs under their respective jurisdictions and to identify programs and regulations that may be unduly adding to electricity rates for which the benefits provided may not be justified by the costs imposed on electrical ratepayers. The executive order requires those 2 commissions to report back to the Governor by January 1, 2025. This bill would require the Energy Commission and the PUC, by July 1, 2025, to each submit to the Legislature a report containing certain information required by the executive order.	Referred to Com. on E., U & C.
<a href="#">SB 836</a>	Rubio	Electricity: transmission planning and permitting	Transmission	Existing law requires the Energy Commission and PUC, in coordination with the Independent System Operator, every 5 years, to review and update, as necessary, the memorandum of understanding and a related workplan to ensure the memorandum and workplan reflect the coordination that is needed to help meet the state's energy goals. This bill would require those entities to review and update, as necessary, the memorandum every 3 years, rather than every 5 years.	May 23 hearing: Held in committee and under submission.
<a href="#">SB 842</a>	Stern	Energy: firm zero-carbon resources	Zero-Carbon Resources	This bill would require commission, on or before December 31, 2026, through a new or ongoing proceeding, to establish or identify a process by which each load-serving entity subject to its jurisdiction may solicit bids and propose projects for new firm zero-carbon resources to meet identified local reliability needs, as provided. The bill would require the report to include, among other things, characterization of the resource attributes vital for local reliability and identification of barriers, including market barriers, to deploying firm zero-carbon resources to enhance local reliability.	From committee: Do pass and re-refer to Com. on APPR. with recommendation: To consent calendar. (Ayes 18. Noes 0.) (July 9). Re-referred to Com. on APPR.

## Medium Priority

<a href="#">SB 868</a>	Wiener	Electricity: portable solar generation devices	Solar	This bill would exempt a portable solar generation device, as defined, from all interconnection requirements imposed by state law, the commission, electrical corporation rules, or local publicly owned electric utility rules, as specified. The bill would prohibit an electrical corporation or a local publicly owned electric utility from requiring a customer using a portable solar generation device to take specified actions, including, among other things, paying any fee or charge related to the device or the electricity the device feeds into a building’s electrical system. The bill would provide that an electrical corporation or a local publicly owned electric utility is not liable for any damage or injury caused by a portable solar generation device.	From printer. May be acted upon on or after February 5.
<a href="#">SB 875</a>	Wiener	Public Utilities: Pacific Gas and Electric Company service area: withdrawal	Public Utilities	This bill would state the intent of the Legislature to enact subsequent legislation that would authorize cities within the Pacific Gas and Electric Company (PG&E) service area, including, but not limited to, the City and County of San Francisco, to withdraw and separate from PG&E and either (1) create their own public utility, owned by and accountable to the public and not private shareholders or (2) join an existing	From printer. May be acted upon on or after February 6.
<a href="#">SB 886</a>	Padilla	California Technology Innovation and Ratepayer Protection Act	Data Centers	This bill, the California Technology Innovation and Ratepayer Protection Act, would require the commission, on or before July 1, 2027, to establish or modify an electrical corporation tariff for the interconnection of the participating customer facilities and the transmission, distribution, and generation services to participating customers, as specified. The bill would require the commission, as part of establishing or modifying the electrical corporation tariff, to, at a minimum, establish eligibility criteria for large load customers, as defined, and facilities, evaluate the risks and benefits of this tariff to nonparticipating ratepayers, and ensure that the tariff prevents the creation of stranded costs for, or cost shifts, to nonparticipating ratepayers. The bill would require the tariff to require a large load customer that submits an application for interconnection of a facility to an electrical corporation to disclose whether an application for the same facility has been submitted in other electrical corporation service territories or other jurisdictions and to disclose each instance in which an application for the same facility has been submitted. The bill would also require the tariff to, among other things, assign cost responsibility for all transmission facility upgrades triggered by a facility interconnection to the applicable participating customer and to require an early termination fee to be assessed against any participating customer under specified circumstances. The bill would also require each participating customer to install onsite zero-carbon energy storage, as provided, and each electrical corporation to publish and update maps showing locations where large load customers can interconnect without the need for significant, costly, and time-consuming transmission upgrades.	From printer. May be acted upon on or after February 13.

# Medium Priority

<a href="#">SB 887</a>	Padilla	California Environmental Quality Act: environmental leadership development projects: data centers.	CEQA / Data Centers	This bill would specify that projects proposed to be carried out or approved by a public agency for the development and operation of a data center, as defined, are not ministerial projects exempt from CEQA. Because the bill would require the public agency to comply with CEQA for those data center projects that would otherwise be exempt from CEQA as ministerial projects, the bill would impose a state-mandated local program.	From printer. May be acted upon on or after February 13.
<a href="#">SB 905</a>	Becker	Electrical corporations: nonbypassable charge	Spot Bill	Spot Bill	From printer. May be acted upon on or after February 22.

# Failed Deadline

Bill #	Author	Title	Category	Summary	Status

**ORANGE COUNTY POWER AUTHORITY  
Staff Report – Item 7.5**

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To: Orange County Power Authority Board of Directors

From: Saul Viramontes, Administrative Services Manager

Approved By: Joe Mosca, Chief Executive Officer

Subject: STRATEGIC PLAN MONTHLY STATUS REPORT

Date: February 9, 2026

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**STRATEGIC GOALS**

- Enrich & Grow the OCPA Community: \_\_\_\_\_
- Prioritize Fiscal Sustainability & Affordability: \_\_\_\_\_
- Design & Deploy Community-Aligned Customer Programs: \_\_\_\_\_
- Energize Our Community with Renewable Energy: \_\_\_\_\_
- Raise Awareness of Community Energy & Advocate for Our Customers: \_\_\_\_\_
- Not Applicable: Project management for Strategic Plan; promote transparency

**RECOMMENDED ACTION**

Receive and file.

**BACKGROUND**

On May 12, 2025, the Orange County Power Authority (OCPA) Board of Directors (Board) approved the 2025-26 Strategic Plan. This strategic plan marks the third iteration of the OCPA strategic planning process. This year’s strategic plan includes five (5) strategic goals and 27 objectives. Specific details on the status of each objective, the expected completion date, and the responsible parties are included in Attachment A.

The strategic plan is available online at – <https://www.ocpower.org/strategic-plan>

2025-26 Strategic Goals

1. Enrich and Grow the OCPA Community
2. Prioritize Fiscal Sustainability and Affordability
3. Design and Deploy Community-Aligned Customer Programs
4. Energize Our Community with Renewable Energy Sources
5. Raise Awareness of Community Energy & Advocating for Our Customers

	<b>Not Started</b>	<b>In Progress</b>	<b>Completed</b>
Objectives*	1	18	8

*\*For a detailed list of objectives and status, refer to Attachment A.*

## **FISCAL IMPACT**

None

## **ATTACHMENTS**

Attachment A – 2025-26 OCPA Strategic Plan Monthly Status Report – February 2026 Update

Strategic Goal	Objective	Progress	Due Date	Assigned To	Status Date	Status Update
#1 Enrich & Grow the OCPA Community	1.1 Present an overview of CCAs and OCPA to two (2) organizations per quarter that cover the wider Orange County region or those that are focused on non-member cities.	In progress	06/08/2026	Director of Communications & External Affairs	11/3/2025	Presented to the Santa Ana Chamber of Commerce on May 13. Linda presented for League of Women Voters.... Climate/Environmental Committee - July 2 In October, we presented at the Fountain Valley Mayor's Breakfast and at the Fullerton Senior Center.
#1 Enrich & Grow the OCPA Community	1.2 Present OCPA to key stakeholders in at least two (2) prospective member cities to promote OCPA's mission and benefits.	Completed	06/01/2026	Director of Communications & External Affairs	11/3/2025	This work continues.
#1 Enrich & Grow the OCPA Community	1.3 Develop educational tools and programs that promote renewable energy for students of all ages, including school partnerships, curriculum support, internship program, youth ambassador program, and community academy.	In progress	06/01/2026	Director of Communications & External Affairs	11/3/2025	OCPA staff have begun engaging local students through the OC Leadership Academy, which visited OCPA headquarters and learned about community energy and clean tech careers on June 24, as well as, provided a presentation to the Irvine high school students at the Irvine Youth Action Team Summer Camp Cleantech Workshop on June 10.  OCPA is working with the OC Department of Education on co-branded curriculum to live on the OCPA website for download by educators.
#1 Enrich & Grow the OCPA Community	1.4 Partner with new local CBOs, including food assistance organizations, to promote state-funded low-income programs widely in member cities, including CARE, FERA, and Medical Baseline.	Completed	12/08/2025	Director of Communications & External Affairs	11/3/2025	OCPA now has a point of contact at Families Forward (Irvine) and has shared program materials, partnered with Pathways of Hope (Fullerton) to promote the community power plan survey, hosted tables at Buena Park food distribution center and Fullerton food distribution center.
#2 Prioritize Fiscal Sustainability & Affordability	2.1 Ensure affordable rates for OCPA customers while covering all expenses and advancing equitable renewable energy initiatives.	Completed	01/12/2026	Chief Financial Officer	1/12/2026	OCPA is actively advancing this strategic goal and remains generally on track, while managing a structurally challenging 2026 environment driven by statewide PCIA and RA MPB changes rather than OCPA-specific decisions. For 2026, OCPA is not increasing its generation rates; the existing 2025 Basic, Smart, and 100% Renewable rates and differentials are being maintained, so any bill increases vs 2025 are primarily due to higher SCE delivery charges outside OCPA's control. Over 2023-2025, SCE's average equivalent residential generation rate has been about 13.7¢/kWh, which is very close to OCPA's proposed 2026 Basic Choice residential rate of about 13.9¢/kWh, demonstrating that the interim 2026 proposal is broadly aligned with recent historical SCE levels even though SCE's 2026 bundled generation rates are temporarily lower on paper. The 2026 interim approach is designed to cover the full projected revenue requirement (approximately \$266 million) when combined with expected green prepayment savings, while stabilizing (but not yet fully restoring) operating reserves at about \$44 million (roughly 22% of expenses), keeping OCPA on a path toward the Board's long-term reserve policy targets and credit-analyst expectations. On the equity and clean energy side, OCPA will continue to provide higher renewable content than SCE (about 49% renewable for Basic, 60% renewable plus 40% carbon-free for Smart, and 100% renewable for the 100% product) and will launch a targeted Green Saver program offering a 10% generation discount on a limited 15 GWh of residential load, prioritized for CARE/FERA and income-qualified customers where feasible. Looking ahead, 2026 will also serve as a bridge and study year, during which staff will develop a cost-based, locally controlled, and competitively informed rate framework for potential 2027 implementation, evaluating cost-based, benchmarking, and hybrid options to ensure that future rates recover costs, remain competitive with SCE on a long-term average basis, support reserve-building in stronger years, and maintain affordability and stability for OCPA customers.
#2 Prioritize Fiscal Sustainability & Affordability	2.2 Strengthen Financial Resilience and Credit Rating Preparation.	In progress	12/8/2026	Chief Financial Officer	1/12/2026	Staff recommends postponing completion of this strategic goal to December 2026 because 2026 is an unusually distortive rate-comparison year, driven by atypical SCE bundled generation rate mechanics and PCIA conditions. In this environment, the interaction of SCE's bundled rate movements and PCIA impacts reinforces that OCPA's near-term financial decisions should prioritize liquidity preservation and rebuilding reserves, rather than initiating a credit rating process. Given these conditions, staff's prudent focus is to stabilize customer rates while protecting the agency's balance sheet, which requires directing available margin toward strengthening operating reserves. OCPA's policy objective is to restore operating reserves to at least 30%; under current projections, the unusual 2026 environment could temporarily cloud comparability and constrain reserve accumulation. Deferring the strategic goal to December 2026 aligns with an expected normalization period and ensures OCPA enters any credit rating process from a position of demonstrated financial resilience, with reserves at or above the 30% threshold.
#2 Prioritize Fiscal Sustainability & Affordability	2.3 Explore innovative financing to optimize long-term power procurement costs and educate the board on options.	Completed	12/08/2025	Chief Financial Officer	2/9/2026	On October 13, 2025, the Board authorized staff to continue evaluating and preparing for a potential Green Prepayment Bond transaction, including engaging PFM as municipal advisor and Chapman and Cutler as prepay and disclosure counsel. Staff issued an RFP on October 23, 2025, received five proposals by November 7, and completed a structured evaluation on November 18. Based on demonstrated CCA prepay experience, competitive pricing, market reach, and familiarity with OCPA operations, Morgan Stanley & Co. LLC was selected as the preferred prepayment counterparty. Transaction structuring and documentation began in early December 2025 with PFM, Chapman, Morgan Stanley, and CCCFA as the conduit issuer. On December 8, 2025, the Board approved OCPA's associate membership in CCCFA and authorized CCCFA to serve as bond issuer for a potential 30-year, non-recourse energy prepayment transaction. CCCFA also engaged Orrick as tax and bond counsel to support preparation of substantially final documents. On January 12, 2026, the Board approved the "form of" transaction documents and go-forward thresholds, including a maximum size of \$1.1 billion, a minimum prepaid discount of 8% for the initial period, and a 1.00% cost-of-issuance cap. The bonds will be limited obligations of CCCFA and will not constitute obligations of OCPA. On January 22, 2026, the CCCFA Board unanimously approved OCPA's associate membership. The target remains to price and close the transaction in Q1 2026, subject to market conditions, with the objective of maximizing long-term customer savings while maintaining appropriate financial and operational protections.

#2 Prioritize Fiscal Sustainability & Affordability	2.4 Initiate planning for a 0.5MW local renewable energy project in a Disadvantaged Community (DAC) to serve income-qualified residential customers without rooftop solar access. The project will provide 100% renewable energy and a 20% bill discount.	In progress	01/01/2026	Chief Financial Officer	1/12/2026	On September 2, Southern California Edison (SCE) filed its formal response to Advice Letter 13-E, expressing support for OCPA's capacity transfer request. Shortly thereafter, OCPA made additional refinements in accordance with Energy Division guidance and submitted a supplemental Advice Letter on September 17. The supplemental filing further revised the PY2026–2027 budget forecast downward to \$395,051. OCPA anticipates timely CPUC approval of supplemental Advice Letter 13-E by the first quarter of 2026. Upon approval, the agency plans to begin providing interim service using existing renewable resources in the third quarter of 2026. OCPA also anticipates that the Energy Division will prepare a draft decision on its DAC-GT program request for Commission consideration by the first quarter of 2026. In addition, SCE incorporated formal language in its latest 2026 ERRRA Forecast filing update to account for OCPA's DAC-GT budget request in future ERRRA forecast updates. On December 31, 2025, the CPUC Energy Division issued Resolution E-5435 proposing approval of OCPA's DAC-GT program application, or Advice Letter 13-E/E-A filing. It is expected that the Commission will vote out the final approval in early February 2026.
#3 Design & Deploy Community-Aligned Customer Programs	3.1 Finalize the Community Needs Assessment for the Community Power Plan and present the findings and next steps.	In progress	02/09/2026	Director of Communications & External Affairs	12/8/2025	12.1.2025 - The draft Community Power Plan was shared with the Community Advisory Committee on 12/1 and will be open to public comment in December. The final product will be presented to the Board of Directors at their February meeting. 11.3.2025 - The Executive Summary is complete and a draft will be shared with the Community Advisory Committee at their December meeting for feedback. 9.2025 - We are in the final week of gathering community input. The Existing Program Assessment has been drafted and will be completed in September, along with the Funding Opportunity and Internal Needs assessments. The Programs team will share draft program ideas with the CAC in November, followed by broader public feedback in December and a final presentation to the Board in February/March.
#3 Design & Deploy Community-Aligned Customer Programs	3.2 Develop three (3) new customer programs consistent with the needs identified in the Community Needs Assessment of the OCPA Community Power Plan.	In progress	04/01/2026	Director of Communications & External Affairs	12/8/2025	OCPA has begun developing a program based on CPP feedback that staff plan to launch immediately following its publication.
#3 Design & Deploy Community-Aligned Customer Programs	3.3 Continue to expand grant and program offerings with a year-over-year growth goal of 25%, respective to total funds allocated, number of applications received, and number of new recipients.	In progress	06/01/2026	Director of Communications & External Affairs	6/3/2025	The summer 2025 Bright Futures Grant will award 60% more than the previous year
#3 Design & Deploy Community-Aligned Customer Programs	3.4 Develop a landing page specifically for low-income residents to connect with programs, including EBD-DI and DAC-GT programs, once launched; and market resource to community partners and networks.	In progress	02/09/2026	Director of Communications & External Affairs	11/3/2025	Preliminary research into programs for this page has begun and will pick up in 1Q26.
#4 Energize Our Community with Renewable Energy Sources	4.1 Implement the first OCPA local generation programs, establishing contracts for developing small-scale distributed storage facilities with a 1-5 megawatt capacity each.	In progress	6/8/2026	Director of Power Resources	1/12/2026	OCPA, potential member cities, and stakeholders have assessed the risk and benefits of partnering to develop small-scale distributed storage facilities in conjunction with renewable energy resources, and due to the current uncertainty and the repeal of the federal tax credits for solar plants, including distributed solar, OCPA will continue to seek opportunities including energy-storage systems developers.
#4 Energize Our Community with Renewable Energy Sources	4.2 Establish precise metrics and effective tools to proficiently identify, avoid, and mitigate market and credit risks for OCPA.	In progress	6/8/2026	Director of Power Resources	1/12/2026	OCPA onboarded Contracts and Compliance Analyst and Power Portfolio Manager who has extensive experience with energy market and the associated risks to develop metrics while identifying market and credit risks. The Power Resources Team will work with FinTech Risk Manager to further develop the OCPA Credit Guidelines for energy procurement.
#4 Energize Our Community with Renewable Energy Sources	4.3 Create local partnerships with clean technology companies to advance emerging long-term energy storage and technologies.	In progress	6/8/2026	Director of Power Resources	1/12/2026	Power Resources team has been in discussions with local developers and clean-tech companies to discuss potential proposals of projects and programs. The ongoing dialogues and new introductions of companies will bring onramps of potential projects.
#4 Energize Our Community with Renewable Energy Sources	4.4 Forge partnerships with other CCAs to acquire shared resources, mitigate development risks, and capitalize on economies of scale.	In progress	6/8/2026	Director of Power Resources	1/12/2026	OCPA has consummated energy resources with other CCAs within California through bilateral agreements and solicitations. OCPA continues to work with other CCAs to consummate agreements to realize mutual benefits. OCPA continues in discussions with other CCAs to jointly participate in solicitations including optimizing resources collaboratively while mitigating market risks.
#4 Energize Our Community with Renewable Energy Sources	4.5 Create a more sustainable electric grid with measurable milestones above California's renewable energy goals.	In progress	6/8/2026	Director of Power Resources	1/12/2026	OCPA has and will continue to achieve more sustainable electric grid with measurable milestones with procurements of renewable energy products above California's RPS requirements. OCPA is on target to continue achieving this goal in FY25/26.
#4 Energize Our Community with Renewable Energy Sources	4.6 Create partnerships with member agencies to identify local development opportunities.	In progress	6/8/2026	Director of Power Resources	1/12/2026	OCPA has introduced and supported efforts with member agencies with regards to local renewable energy and battery energy storage opportunities including potential California's grant opportunities. OCPA will continue to seek opportunities to enable local development opportunities.
#4 Energize Our Community with Renewable Energy Sources	4.7 Release at least two (2) long-term solicitations for renewable energy resources.	In progress	6/8/2026	Director of Power Resources	1/12/2026	Based on the current solicitation efforts conducted in 2025, negotiations continue to develop with the shortlisted projects and much efforts were made by both OCPA staff and the developers who continues to navigate through the uncertainties based on the Federal actions in 2025. OCPA will continue to evaluate the market conditions and determine the feasibility of issuing another solicitation in the first of second quarter of 2026.
#5 Raise Awareness of Community Energy & Advocate for Our Customers	5.1 Develop a toolkit of materials for Board member use in engaging with prospective cities about OCPA.	Completed	12/08/2025	Director of Communications & External Affairs	12/8/2025	A trifold brochure has been created based on Board input, printed and distributed.
#5 Raise Awareness of Community Energy & Advocate for Our Customers	5.2 Host at least two (2) independent pop-up events in member cities per quarter.	In progress	06/01/2026	Director of Communications & External Affairs	11/3/2025	The Communications & External Affairs team has hosted three (3) pop-ups, including: Diamond Jamboree, Irvine: 4/12/25; Fullerton City Hall: 4/15/25; Buena Park City Hall: 5/27/25;
#5 Raise Awareness of Community Energy & Advocate for Our Customers	5.3 Sponsor and help facilitate a small business mixer to build community and opportunities for education about OCPA and renewable energy solutions.	Not started	02/01/2026	Director of Communications & External Affairs		

#5 Raise Awareness of Community Energy & Advocate for Our Customers	5.4 Develop education curricula for elected officials and their staff; provide this training opportunity annually.	In progress	03/01/2026	Director of Communications & External Affairs		OCPA has begun Community Power Plan outreach work with the Asian Business Association Collective, which will hopefully turn into a long term relationship OCPA's
#5 Raise Awareness of Community Energy & Advocate for Our Customers	5.5 Develop working relationships with culturally representative organizations to ensure representative and equitable outreach in the top threshold languages.	Completed	12/08/2025	Director of Communications & External Affairs	12/8/2025	Administrative Service Manager is working with PACE LA to host a procurement series geared towards introducing OCPA and community energy to diverse businesses to help increase local business engagement and economic growth. The first webinar was hosted on July 1, with the next three following on a weekly basis.  Recognized by Asian business association, Filipino American chamber of commerce, and the Iranian American chamber of commerce for sustainable and community impact.
#5 Raise Awareness of Community Energy & Advocate for Our Customers	5.6 Enhance OCPA's legislative and regulatory advocacy efforts by developing an advocacy roadmap to engage with key stakeholders and legislators to ensure outcomes consistent with OCPA's strategic goals.	Completed	07/14/2025	Regulatory & Legislative Manager	7/3/2025	Strategic Goal 5.6 in Orange County Power Authority's ("OCPA") 2025-2026 Strategic Plan ("Strategic Plan") is to enhance OCPA's legislative and regulatory advocacy efforts by developing an advocacy roadmap to engage with key stakeholders and legislators to ensure outcomes consistent with OCPA's strategic goals. To create the advocacy roadmap, staff identified over 100 key stakeholder organizations and individuals (75+ organizations, 30+ individuals), researched the legislative and regulatory spaces they are active in and key topics they support and oppose, determined where OCPA and key stakeholders align, prioritized stakeholders, and determined current relationship strength. Staff then created engagement plans based on the type of organization, current relationship, and key issues, and overlaid the roadmap with legislative calendars and regulatory timelines. By enhancing its advocacy capacity, OCPA aims to shape a policy and regulatory landscape that enables greater renewable energy adoption, grid resilience, community empowerment, and competitive rates. Lastly, as part of the Strategic Goal, staff have created an implementation plan and feedback loop to ensure the roadmap stays up to date. Staff will track shifts in stakeholder policies, update relationship status as advocacy is conducted, and make changes to the roadmap as internal policy priorities shift.
#5 Raise Awareness of Community Energy & Advocate for Our Customers	5.7 Develop and implement a regulatory monitoring framework to ensure all departments are consistently informed about regulatory changes and their implications.	Completed	12/08/2025	Regulatory & Legislative Manager		
#5 Raise Awareness of Community Energy & Advocate for Our Customers	5.8 Create a Policy Risk Assessment Guide to help OCPA determine the risk involved with different policy decisions at the state and federal level in both the regulatory and legislative arena.	In progress	06/09/2026	Regulatory & Legislative Manager		

**ORANGE COUNTY POWER AUTHORITY**  
**Staff Report – Item 7.6**

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To: Orange County Power Authority Board of Directors

From: Joe Mosca, Chief Executive Officer

Subject: UPDATE ANNUAL ENERGY USAGE AND VOTING SHARES

Date: February 9, 2026

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**RECOMMENDED ACTION**

Approve update to the weighted voting exhibits of OCPA’s Joint Powers Agreement.

**BACKGROUND**

Weighted voting allows Directors to vote in accordance with the proportion of electricity used by customers within each respective jurisdiction. This type of voting can be invoked by two or more Directors in limited circumstances, such as when there is a tie vote by the Board of Directors, or to immediately nullify an action that was passed by an “equal vote” of the Board.

Weighted voting is governed by Section 3.9.3 of the Joint Powers Agreement (“JPA”), which became effective as of November 20, 2020 (“Effective Date”). This section provides a formula for the first two years following the Effective Date of the JPA (during which time OCPA was forming, but not directly serving load to its customers) and a separate formula following the second anniversary of the Effective Date, which formula is based on the actual electrical use served by OCPA to accounts within each member jurisdiction. Pursuant to the terms of the JPA, the JPA exhibits for weighted voting must be updated annually not later than March 1 based on prior year numbers. This is a routine update required by the JPA and is not considered an amendment to the JPA.

**FISCAL IMPACT**

None.

**ATTACHMENT**

Attachment A – Updated Exhibit B (Annual Energy Use by Jurisdiction) and Exhibit C (Party Voting Shares) of the Joint Powers Agreement

**EXHIBIT B**  
**ANNUAL ENERGY USE BY JURISDICTION**

Effective: \_\_\_\_\_, 2026

<b>Jurisdiction</b>	<b>kWh (2025)</b>
City of Buena Park	305,116,124
City of Fountain Valley	0
City of Fullerton	498,194,964
City of Irvine	1,373,298,425
<b>Total</b>	<b>2,176,609,512</b>

**EXHIBIT C  
PARTY VOTING SHARES**

**Effective: \_\_\_\_\_, 2026**

<b>Jurisdiction</b>	<b>Voting Share</b>
City of Buena Park	14.0%
City of Fountain Valley	0.0%
City of Fullerton	22.9%
City of Irvine	63.1%
<b>Total</b>	<b>100.00%</b>

**ORANGE COUNTY POWER AUTHORITY  
Staff Report – Item 7.7**

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To: Orange County Power Authority Board of Directors

From: Linda Kraemer, Community Engagement Manager  
Jacquie Henderson, Director of Communications & External Affairs

Approved by: Joe Mosca, Chief Executive Officer

Subject: APPOINTMENT OF ONE AT-LARGE MEMBER TO THE COMMUNITY  
ADVISORY COMMITTEE

Date: February 9, 2026

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**RECOMMENDED ACTION**

Appoint one at-large member to the Community Advisory Committee (CAC) as identified in the staff report.

**BACKGROUND**

The Orange County Power Authority (OCPA) Board of Directors (Board) created the Community Advisory Committee (CAC) and developed the Community Advisory Committee Scope and Purpose (Scope and Purpose) to guide its functioning. The Scope and Purpose begins with a statement of the purpose of the CAC, which is “to advise the Authority Board of Directors on the operation of its Community Choice Energy program.”

The Community Advisory Committee Membership Criteria (Membership Criteria) addresses the composition of the CAC. In accordance with the Membership Criteria, the CAC is made up of 8 members. Each member agency appoints two members to the CAC for their respective member agency. Two members of the CAC serve as at-large members approved by the Board.

**ANALYSIS AND DISCUSSION**

There are 10 member positions of the CAC. Two members are appointed by the Board as at-large members, and 8 members are appointed by member agencies (two members per agency). Below are the current appointments by the representative for each member agency and at-large.

**City of Buena Park**

1. Dominic Bendinelli

2. Shanin Ziemer

### **City of Fullerton**

1. Ralph Futch
2. Jeffrey Bautista

### **City of Irvine**

1. Doug Elliott
2. Vacant

### **At-Large**

1. Vacant
2. Vacant

The term of office for an at-large member is one year, and a member can serve up to two terms.

On October 6, 2025, at-large Committee Member Dr. Faisal Qazi submitted his resignation, having served a year and stating he was happy to have served his year and excited to continue supporting OCPA by his participation in related community groups. OCPA posted the notice of vacancy for the at-large position following the resignation along with the scope, purpose, and application for those interested in serving on the CAC. This was available on the OCPA website and was promoted on OCPA's social media accounts.

Interest was received from several applicants; however, none met the qualifications for becoming a Community Advisory Committee member. OCPA shared this update at the January CAC meeting and reposted the position on the OCPA website. A new application was submitted from a community member who meets the qualifications for the member position.

### **Applicants for At-Large CAC Members**

1. Brandon E. Schooner

Staff recommends the appointment of Brandon E. Schooner, given his demonstrated history of engagement and service in the community of Buena Park and the wider Orange County region.

Brandon is a resident of Buena Park and has served as a Climate Action Commissioner for the City for the past two years. In this role, he has worked directly with city staff and the community

and made recommendations that are actionable at the municipal level. He believes that community choice energy can balance environmental progress with affordability, transparency, and trust. Currently, he is employed as a Conceptual Design Artist and communicates with powerful design language combined with imaginative problem solving.

Brandon has shown strong support for sustainability by serving on the Buena Park Climate Action Commission, and is an active and engaged OCPA customer.

**FISCAL IMPACT**

None.

**ATTACHMENT**

Attachment A: Application for the At-Large CAC Member

2025 Application for Orange County Power Authority

Community Advisory Committee

Applicant Criteria

Applicants must be residents (property owners and/or renters), business owners, employees, or representatives of a community-based organization, and/or a non-profit organization within one of the member agencies of the OCPA.

Applicants must be committed to serving on the CAC and regularly attending CAC meetings and occasional OCPA Board meetings. CAC meetings, times, and location will be determined once the members are approved by the OCPA Board of Directors. Members will initially serve a one-year term and there is a limit of two terms.

Name: BRANDON R. SCHORBER

Address: 6992 SAN JUAN CIR. BUENAPARK, 90620

Phone & Email: SCHORBERBE@GMAIL.COM (714) 457-7884

Member City: BUENAPARK

Are you a business owner in one of the four member cities? If so which one?  
N/A

Are you an employee of a community-based organization or non-profit in one of the four member cities? If so which one?  
N/A

Please use a separate sheet of paper to explain why you wish to be appointed to the Orange County Power Authority Community Advisory Committee and briefly describe your qualifications including any applicable experience. Please indicate if you are a representative of an organization with expertise in energy issues generally and/or Community Choice Energy specifically. Please attach a resume.

**2025 Application for Orange County Power Authority**

**Community Advisory Committee**

*As a member of the Orange County Power Authority Community Advisory Committee, you are making a time commitment to actively participate in the planning and development of the Orange County Power Authority (Authority) program. Please sign the statement below indicating you have the time to prepare for and attend meetings:*

I have sufficient time to devote to this responsibility and will attend scheduled meetings if appointed. I am also aware that this application is a public document.



Signature

9/13/2026

Date

# STATEMENT OF INTEREST & QUALIFICATIONS


OCRA Community Advisory Committee - BRANTON E. SCHOENER

I AM APPLYING FOR APPOINTMENT TO OCRA ADVISORY COMMITTEE BECAUSE I BELIEVE THAT LOCAL, COMMUNITY-LED ENERGY DECISIONS ARE ONE OF THE MOST EFFECTIVE TOOLS WE HAVE TO ADDRESS CLIMATE CHANGE IN A WAY THAT IS BOTH RESPONSIBLE & PRACTICAL. I AM PARTICULARLY INTERESTED IN HOW COMMUNITY CHOICE ENERGY CAN BALANCE ENVIRONMENTAL PROGRESS WITH ACCOUNTABILITY, TRANSPARENCY, AND TRUST.

FOR THE PAST TWO YEARS I HAVE SERVED AS A CLIMATE ACTION COMMISSIONER FOR THE CITY OF BUENA VISTA. IN THIS ROLE I HAVE WORKED DIRECTLY WITH CITY LEADERSHIP, STAFF, & RESIDENTS TO EVALUATE SUSTAINABILITY INITIATIVES AND DEVELOPE POLICY RECOMMENDATIONS THAT ARE ACTIONABLE AT THE MUNICIPAL LEVEL. MY EXPERIENCE ON THE COMMISSION HAS GROUNDRED ME IN THE REALITIES OF IMPLEMENTATION - UNDERSTANDING NOT JUST WHAT SHOULD BE DONE, BUT HOW POLICIES AFFECT OPERATIONS, BUDGETS, & EVERYDAY LIFE FOR THE CITY.

WHILE I AM NOT REPRESENTING AN ENERGY ORGANIZATION, MY BACKGROUND IN CLIMATE POLICY EVALUATION AND COMMUNITY EDUCATION ALLIGNS CLOSELY WITH THE CHOICE OF COMMUNITY CHOICE ENERGY. I AM PARTICULARLY INTERESTED IN HOW ENERGY PROWUREMENT, RATE STRUCTURES, AND LOCAL CLEAN ENERGY CAN SUPPORT BROADER CLIMATE GOALS WHILE REMAINING UNDERSTANDABLE & EQUITABLE FOR RESIDENTS. SERVING ON THIS COMMITTEE WOULD ALLOW ME TO CONTRIBUTE A LOCAL GOVERNMENT AND COMMUNITY PERSPECTIVE WHILE LEARNING FROM PROFESSIONAL AND REGIONAL STAKEHOLDERS.

THANK YOU FOR YOUR CONSIDERATION

  
Branton E. Schoener  
01/13/26

# Brandon Schooner

1(714) 457-7884 Schoonerbe@aol.com  
Brandonschooner.com  
www.Linkedin.com/in/brandon-schooner-72805892

## Personal Statement:

In a world becoming more exposed every day, I believe powerful design language combined with imaginative problem solving is the key to being a strong Conceptual Design Artist.

## Technical Skills and Qualifications

- ⌚ Highly motivated and progressive artist with a strong work ethic, and great customer service skills who enjoys working in a highly demanding environment, delivering on strict deadlines.
- ⌚ Adobe Suite with a focus on Photoshop, SketchUP, SketchBook, ZBrush, In-Design, Correl Paint, Light Room, and Maya.
- ⌚ Dungeon Master with 10 years of experience hosting AD&D, 3.5, 4th and 5th Edition D&D.

## Professional Experience

**Artificium** (San Fransisco, CA)  
**Conceptual Design Artist** (Feb 2017 - Present)

- ⌚ Worked directly with writer to world build and enrich the overall IP for the visual development of Project "Proteus" while maintaining a tight work schedule with weekly deliverables.

**"Celeste" Game Studio** (Los Angeles, CA)  
**Art Director** (Nov 2016 - Feb 2017)

- ⌚ Managed internationally outsourced artists following strict deadlines to support a myriad of tasks ranging from Asset Development, Conceptual Design, and Story Boarding, and Animation to keep the visual development of the project at an optimum output per capita spent.
- ⌚ Created Design Documents easily understood by all members of the team to reference and better plan pipeline to ensure satisfaction of Producer's project needs.

**Drop Cloth Art Studio** (Los Angeles, CA)  
**Conceptual Design Artist** (Mar 2016 - Jan 2017)

- ⌚ Communicated directly with producer clientele to craft pieces reflecting their vision within the scope of provided scripts and prompts while negotiating contracts for project completion and pay.
- ⌚ Conferred with clients, editors, writers, art directors, and other interested parties regarding the nature and content of artwork to be produced.
- ⌚ Followed, and set, strict timelines to produce several designs per week for presentation purposes, working towards final pieces based upon client feedback.

**Activision / Blizzard** (El Segundo, CA)  
**Quality Assurance Tester** (Jun 2014 - Dec 2014)

- ⌚ Tested *Call of Duty: Advanced Warfare*, *Skylanders*, and *Destiny* on the XboxOne, PS4, Xbox360, and PS3 consoles. Focused on issues concerning Gameplay Mechanics, UI, Textures, and Lighting.
- ⌚ Found console breaking bug dubbed "The Twilight Lobby" and was tasked with complete write-up and subsequent testing.
- ⌚ Documented software defects and procedures to ensure replicability and compliance with standards, used a bug tracking system, and reported defects to software developers.

**Disneyland Anaheim** (Kaman's Art Studios)  
**Lead Letter Brush Artist** (Feb 2012 - Feb 2014)

- ⌚ Trained and directed junior staff members who developed traditional Leather-Brush painting techniques into modern art and showmanship while in a demanding work environment.
- ⌚ Adhered to and exemplified the Disney Standards while leading staff to meet monthly sales quotas.
- ⌚ Was in charge of company safe and cash handling for Kaman's Downtown Disney booths in excess of several thousand on a daily basis.

## Education

**FZD School of Design** (Singapore)  
**Industrial Design** (Feb 2016)

- ⌚ Instructed 24 - 32 hours a week in addition to producing high quality design work with harsh deadlines where not sleeping for two to three days was expected to complete assignments.

**Westwood College** (Anaheim, CA)  
**Video Game Art BS** (Feb 2015)

- ⌚ President and founder of Westwood College's video game art and programming club while being awarded the Dean's and President's List award seven consecutive times for academic excellence and societal merit.

**ORANGE COUNTY POWER AUTHORITY**  
**Staff Report – Item 8.1**

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To: Orange County Power Authority Board of Directors

From: Louis Ting, Director of Power Resources

Approved: Joe Mosca, Chief Executive Officer

Subject: APPROVE EDISON ELECTRIC INSTITUTE MASTER AGREEMENT AND CONFIRMATION WITH CLEAN ENERGY ALLIANCE

Date: February 9, 2026

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**STRATEGIC GOALS**

- Enrich & Grow the OCPA Community: \_\_\_\_\_
- Prioritize Fiscal Sustainability & Affordability: \_\_\_\_\_
- Design & Deploy Community-Aligned Customer Programs: \_\_\_\_\_
- Energize Our Community with Renewable Energy: \_\_\_\_\_
- Raise Awareness of Community Energy & Advocate for Our Customers: \_\_\_\_\_
- Not Applicable: \_\_\_\_\_

**RECOMMENDED ACTION**

Approve the proposed Edison Electric Institute (EEI) Master Power Purchase and Sale Agreement (Master Agreement), ten (10)-year Confirmation, and associated contract documents with Clean Energy Alliance (CEA) (collectively, “VAMO Agreements”) in substantially similar form and authorize the Chief Executive Officer to execute the agreements.

**BACKGROUND AND DISCUSSION**

On January 12, 2026, the OCPA Board adopted actions authorizing the CEO to negotiate, approve, and execute (directly or through the California Community Choice Financing Authority (CCCFA)) the agreements and related documents required to complete OCPA’s first energy prepayment transaction.

Community Choice Aggregators (CCAs) in California have begun entering contracts that trade VAMO volumes in order to create a new long-term confirmation that can be used to support an energy prepayment transaction. Recently, in a similar transaction as the one here, San Diego Community Power and Clean Power Alliance traded VAMO volumes as part of the parties’ prepayment transactions.

OCPA has previously approved voluntary allocation agreements with Southern California Edison (SCE) to receive renewable energy through the California Public Utilities Commission’s (CPUC) Voluntary Allocation and Market Offer (VAMO) process. The CPUC’s VAMO framework was

authorized in D.21-05-030 as part of reforms to the administration of the Power Charge Indifference Adjustment (PCIA). CEA similarly participates in VAMO allocations within its service territory through agreements with San Diego Gas & Electric.

The VAMO Agreements are intended to convert a portion of each party’s VAMO allocation into a long-term, standardized EEI confirmation structure, and position both CCAs to pursue prepayment financing opportunities that provide customer savings and longer-term cost stability, subject to future Board approvals and market conditions.

For a period of ten years, OCPA and CEA will trade (swap) renewable energy that is acquired by each entity pursuant to its VAMO agreements with SCE and SDG&E. Pursuant to the OCPA transaction, OCPA will sell the following volumes of renewable energy to CEA, and in return, CEA will sell an equivalent amount of renewable energy to OCPA:

Contract Quantity (MWh):	REC Vintage 2026: [400,000] MWh REC Vintage 2027: [550,000] MWh REC Vintage 2028: [550,000] MWh REC Vintage 2029: [550,000] MWh REC Vintage 2030: [550,000] MWh REC Vintage 2031: [550,000] MWh REC Vintage 2032: [550,000] MWh REC Vintage 2033: [500,000] MWh REC Vintage 2034: [500,000] MWh REC Vintage 2035: [400,000] MWh
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To facilitate the transaction, OCPA and CEA are entering into an EEI Master Agreement. The transaction will then be documented through the 10-year confirmation pursuant to the EEI Master Agreement.

Once the 10-year confirmation with CEA has been approved and executed, OCPA will then assign this Agreement in connection with OCPA’s first energy prepayment transaction.

**FISCAL IMPACT**

The VAMO Agreements between OCPA and CEA have no direct fiscal impact. However, by using municipal prepayment transactions, OCPA anticipates achieving material cost savings in its VAMO portfolio that will benefit customers.

**ATTACHMENTS**

1. Master EEI Agreement with CEA
2. 10 year Confirmation with CEA
3. Associated contract documents

**MASTER POWER PURCHASE AND SALE AGREEMENT**

**COVER SHEET**

This *Master Power Purchase and Sale Agreement* ("**Master Agreement**") is made as of the following date: [\_\_\_\_], 2026 ("**Effective Date**"). The *Master Agreement*, together with the exhibits, schedules and any written supplements hereto, the Party A Tariff, if any, the Party B Tariff, if any, any designated collateral, credit support or margin agreement or similar arrangement between the Parties and all Transactions (including any confirmations accepted in accordance with Section 2.3 hereto) shall be referred to as the "**Agreement.**" The Parties to this *Master Agreement* are the following:

**Name:** Clean Energy Alliance, a California joint powers authority ("**CEA**" or "**Party A**")

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**Name:** Orange County Power Authority, a California joint powers authority ("**Counterparty**" or "**Party B**")

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



The Parties hereby agree that the General Terms and Conditions of the EEI Master Agreement - Version 2.1 (modified 4/25/00) are incorporated herein, and to the following provisions as provided for in the General Terms and Conditions:

Party A Tariff      Not Applicable

Party B Tariff      Not Applicable

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**Article Two**

Transaction Terms and Conditions     Optional provision in Section 2.4. If not checked, inapplicable.

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**Article Four**

Remedies for Failure to Deliver or Receive                       Accelerated Payment of Damages. If not checked, inapplicable.

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**Article Five**

Events of Default; Remedies                       Cross Default for Party A:  
 Party A: CEA    Cross Default Amount: \$25,000,000  
 Other Entity:    Cross Default Amount:  
 Cross Default for Party B:  
 Party B: Orange County Power Authority                      Cross Default Amount: \$25,000,000  
 Other Entity: \_\_\_\_\_                      Cross Default Amount \$ \_\_\_\_\_

5.6 Closeout Setoff

- Option A (Applicable if no other selection is made.)
  - Option B - Affiliates shall have the meaning set forth in the Agreement unless otherwise specified as follows: \_\_\_\_\_
  - Option C (No Setoff)
- 

**Article Eight**

Credit and Collateral Requirements                      8.1 Party A Credit Protection:  
(a) Financial Information:  
 Option A Specify: \_\_\_\_\_  
 Option B Specify: \_\_\_\_\_  
 Option C Specify: (1) The annual report containing audited consolidated financial statements for such fiscal year of Party B as soon as practicable after demand, but in no event later than 180 days after the end of each annual period and such request will be deemed to have been filled if such financial statements are available at <http://ocpower.org>, and (2) quarterly unaudited financial statements for Party B as soon as practicable upon demand, but in no event later than 90 days after the applicable quarter. In all cases the statements shall be for the most recent accounting period and shall be prepared in accordance with generally accepted accounting principles; provided, however, that should any such statements not be available on a timely basis due to a delay in preparation or

certification, such delay shall not be an Event of Default so long as the relevant entity diligently pursues the preparation, certification and delivery of the statements. The first quarterly audited statement will be provided within 90 days after the fiscal quarter during which Party A begins deliveries under a Transaction. Party B's fiscal year ends June 30.

(b) Credit Assurances:

- Not Applicable
- Applicable

(c) Collateral Threshold:

- Not Applicable.
- Applicable

If applicable, the provisions of Section 8.1(c) of the Agreement shall be replaced by the provisions of the Collateral Annex attached hereto.

(d) Downgrade Event:

- Not Applicable
- Applicable

If applicable, complete the following:

- It shall be a Downgrade Event for Party B if Party B's Credit Rating falls below \_\_\_\_\_ from S&P or \_\_\_\_\_ from Moody's or if Party B is not rated by either S&P or Moody's
- Other: Specify: \_\_\_\_\_

(e) Guarantor for Party B: N/A

Guarantee Amount: N/A

8.2 Party B Credit Protection:

(a) Financial Information:

- Option A Specify: \_\_\_\_\_
- Option B Specify: \_\_\_\_\_
- Option C Specify: The annual report containing audited consolidated financial statements for such fiscal year of Party A as soon as practicable after demand, but in no event later than 180 days after the end of each annual period and such request will be deemed to have been filled if such financial statements are available at <https://thecleanenergyalliance.org/>, and (2) quarterly unaudited financial statements for Party B for the first three quarters of its fiscal year as soon as practicable upon demand, but in no event later than 90 days after the applicable quarter. Should any such statements not be available on a timely basis due to a delay in preparation or certification, such delay shall not be an Event of Default so long as the relevant entity diligently pursues the preparation, certification and delivery of the statements. The first quarterly unaudited

statement will be provided within 90 days after the fiscal quarter during which Party A begins deliveries under a Transaction.

(b) Credit Assurances:

- Not Applicable
- Applicable

(c) Collateral Threshold:

- Not Applicable
- Applicable

If applicable, the provisions of Section 8.2(c) of the Agreement shall be replaced by the provisions of the Collateral Annex attached hereto.

(d) Downgrade Event:

- Not Applicable
- Applicable

If applicable, complete the following:

- It shall be a Downgrade Event for Party A if Party A's Credit Rating falls below BBB- from S&P or Baa3 from Moody's or if Party A is not rated by either S&P or Moody's
- Other: Specify: \_\_\_\_\_

(e) Guarantor for Party A: N/A

Guarantee Amount: N/A

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**Article Ten**

Confidentiality  Confidentiality Applicable      If not checked, inapplicable.

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**Schedule M**

- Party A is a Governmental Entity or Public Power System
- Party B is a Governmental Entity or Public Power System
- Add Section 3.6. If not checked, inapplicable
- Add Section 8.6. If not checked, inapplicable

**Other Changes**

**This Master Power Purchase and Sale Agreement and the associated Collateral Annex incorporate, by reference, the changes published in the EEI Errata, Version 1.1, dated July 18, 2007.**

**ARTICLE ONE: GENERAL DEFINITIONS.**

1. Section 1.1 is amended by adding the following sentence at the end of the definition of "Affiliate":

"Notwithstanding the foregoing, the Parties hereby agree and acknowledge that (i) with respect to Party A, the public entities designated as members or participants under the Joint Powers Agreement creating Party B shall not constitute or otherwise be deemed an "Affiliate" for the purposes of this Master Agreement or any Confirmation executed in connection therewith, and (ii) with respect to Party B the public entities designated as members or participants under the Joint Powers Agreement creating Party B shall not constitute or

otherwise be deemed an “Affiliate” for the purposes of this Master Agreement or any Confirmation executed in connection therewith.”

2. Section 1.4 is amended by deleting the first sentence and replacing it to read as follows: “Business Day” means any day except a Saturday, Sunday, the Friday immediately following the Thanksgiving holiday or a Federal Reserve Holiday.”
3. Section 1.12 is amended by deleting in the fourth line the word “issues” and replacing it with word “issuer”.
4. Section 1.23(ii) is amended in the second sentence by inserting the following text after the word “hereunder”: “or to obtain the Product at a more advantageous price or under more advantageous terms and conditions.”
5. Section 1.23(iv) is amended by inserting the following text after the phrase “Contract Price”: “or under more advantageous terms to a third party purchaser.”
6. Section 1.23 is amended by inserting in the thirteenth line of this subsection before the phrase “foregoing factors” the word “two.”
7. Section 1.24 is amended by adding before the period at the end thereof the following: “in accordance with Section 5.2” and by adding at the end: “based on the prime rate of interest as published from time to time under The Wall Street Journal for such period.”
8. A new Section 1.26A is added as follows:

“1.26A “Joint Powers Agreement” means the Joint Powers Agreement, effective as of November 4, 2019, as amended, providing for the formation of Party A, as such agreement may be further amended or amended and restated.”
9. A new Section 1.26B is added as follows:

“1.26B “Joint Powers Agreement” means the Joint Powers Agreement, effective as of November 20, 2020, as amended, providing for the formation of Party B, as such agreement may be further amended or amended and restated.”
10. Section 1.27 is amended by deleting the phrase “or a foreign bank with a U.S. branch” and replacing it with the phrase “or a U.S. branch of a foreign bank.”
11. Section 1.28 is amended by adding to the end thereof: “based on the prime rate of interest as published from time to time under The Wall Street Journal for such period.”
12. Section 1.30 is amended by deleting “Investor Services” and replacing it with “Investors Service”.
13. Section 1.50 is amended by deleting the reference to section “2.4” and replacing it with “2.5”.
14. Section 1.51 is amended by inserting “for delivery” in the second line after the text “at the Delivery Point” and replacing “at Buyer’s option” with “absent a purchase” in the fifth line.
15. Section 1.52 is amended by (i) deleting the words “Rating” and “Group” from the first line and replacing with “Financial Services LLC” and (ii) by replacing the words in the parenthetical with “a subsidiary of McGraw-Hill Companies, Inc.”
16. Section 1.53 is amended by (i) deleting the phrase “at the Delivery Point” from the second line, (ii) deleting the phrase “at Seller’s option” from the fifth line and replacing it with the phrase “absent a sale”, and (iii) inserting after the word “liability” in the ninth line the following: “provided, further, if the Seller is unable

after using commercially reasonable efforts to resell all or a portion of the Product not received by the Buyer, the Sales Price with respect to such unsold Product shall be deemed equal to zero (0).”

17. Section 1.56 is amended by deleting the words “pursuant to Section 5.2” and adding before the period at the end thereof the following: “, as determined in accordance with Section 5.2.”
18. Section 1.60 is amended by inserting the words “in writing” immediately following the words “agreed to”.
19. The following definition is added to Article 1:

“Member” means the city, county or joint powers authority which is a member of Party A or Party B, as applicable.

**ARTICLE TWO: TRANSACTION TERMS AND CONDITIONS.**

20. Section 2.1 is deleted in its entirety and replaced with the following:

“A Transaction, or an amendment, modification or supplement thereto, shall be entered into only upon a writing signed by both Parties. Each Party agrees not to contest, or assert any defense to, the validity or enforceability of the Transaction entered into in accordance with this Master Agreement based on any lack of authority of the Party or any lack of authority of any employee of the Party to enter into a Transaction.”

21. Section 2.3 is deleted in its entirety and replaced with the following:

“Confirmation. A Transaction shall be entered into only by a written confirmation in a form mutually agreeable to both Parties and signed by both Parties (“Confirmation”). Notwithstanding anything to the contrary in this Master Agreement, this Master Agreement and any and all Confirmations may not be amended or modified except by an instrument in writing signed by both of the Parties.”

22. Section 2.4 is amended by deleting the phrase “either orally or” in the sixth and seventh lines and adding “a” before the word “writing”.

23. Section 2.5 is deleting in its entirety and replaced with the following:

“Unless a Party expressly objects to a Recording (defined below) at the beginning of a telephone conversation, each Party consents to the creation of a tape or electronic recording (“Recording”) of all telephone conversations between the Parties to this Master Agreement, and that any such Recordings will be retained in confidence and secured from improper access; provided, however, that both Parties acknowledge and agree that any such recording may not be submitted as evidence in any proceeding or action relating to this Agreement. Each Party waives any further notice of such monitoring or recording, and agrees to notify its officers and employees of such monitoring or recording and to obtain any necessary consent of such officers and employees.”

**ARTICLE THREE: OBLIGATIONS AND DELIVERIES.**

24. Section 3.2 shall be amended by adding the following at the end thereof:

“Product deliveries shall be scheduled in accordance with the then-current applicable tariffs, protocols, operating procedures and scheduling practices for the relevant region.”

**ARTICLE FOUR: REMEDIES FOR FAILURE TO DELIVER/RECEIVE**

25. Insert the following provision as a new Section 4.3:

“4.3 Suspension of Performance. Notwithstanding, and in addition to the remedies provided pursuant to Sections 4.1 and 4.2, if Seller or Buyer fails to schedule and/or deliver/receive all or part of the Product

pursuant to a Transaction for a period of three (3) or more consecutive days during any Delivery Period, and such failure is not excused under the terms of the Product, by the other Party's failure to perform or by agreement of the Parties, then upon one (1) Business Day prior notice, and for so long as the non-performing Party fails to perform, the performing Party shall have the right to suspend its performance under such Transaction. In the event the performing Party suspends performance pursuant to this Section 4.3, it shall not be obligated to resume performance until it has received notice from the non-performing Party at least one (1) Business Day prior to the date upon which the non-performing Party intends to resume its performance."

26. Insert the following provision as a new Section 4.4:

"4.4 Mitigation. Each Party has a duty to mitigate damages under this Agreement and will use commercially reasonable efforts to minimize any damages it may incur resulting from the other Party's performance or nonperformance hereunder."

**ARTICLE FIVE: EVENTS OF DEFAULT; REMEDIES**

27. Section 5.1(a) is amended by changing "three (3) Business Days" to "five (5) Business Days".

28. Section 5.1(b) is amended by deleting the words "or repeated" at the end of that section.

29. Section 5.1(c) is amended by changing "three (3) Business Days" to "thirty (30) days".

30. Section 5.1(g) is deleted in its entirety and replaced with the following:

"(g) if the applicable cross default section in the Cover Sheet is indicated for such Party, the occurrence and continuation of a default, event of default or other similar condition or event in respect of such Party or any other party specified in the Cover Sheet for such Party under one or more agreements or instruments, individually or collectively, relating to indebtedness for borrowed money in an aggregate amount of not less than the applicable Cross Default Amount (as specified in the Cover Sheet), which results in such indebtedness becoming immediately due and payable; provided, however, that it shall not constitute an Event of Default under this Section 5.1(g) if (i) such event, condition or failure is a failure to pay caused by an error or omission of an administrative or operational nature, (ii) funds were available to such Party to enable it to make the relevant payment when due, and (iii) such event, condition or failure is remedied on or before the third Business Day after receipt of written notice of its occurrence;"

31. Section 5.1 is further amended by adding a new subsection (i) which reads as follows:

"(i) Party A or Party B commits an Event of Default under or otherwise defaults under one or more of such Party's Security Documents (as defined below in Schedule M) and such Event of Default or default continues after giving effect to any applicable notice requirement or cure or grace period."

32. Section 5.1(h)(v) is amended by adding "made in connection with this Agreement" after "any guaranty".

33. Section 5.2 is deleted in its entirety and replaced with the following:

"5.2 Effect of Event of Default. If at any time an Event of Default with respect to a Defaulting Party has occurred and is continuing, the Non-Defaulting Party may do one or more of the following: (a) withhold any payments due to the Defaulting Party under this Agreement; (b) suspend performance due to the Defaulting Party under this Agreement; and/or (c) by giving not more than twenty days' notice, designate a day not earlier than the day such notice is effective as an "Early Termination Date" in respect of all outstanding Transactions (each referred to as a "Terminated Transaction"). The Non-Defaulting Party shall calculate in a commercially reasonable manner a Settlement Amount for each such Terminated Transaction as of the Early Termination Date (or, to the extent that in the reasonable opinion of the Non-Defaulting Party certain of such Terminated Transactions are commercially impracticable to liquidate and terminate or may not be liquidated and terminated under applicable law on the Early Termination Date, then each such

Transaction (individually, an “Excluded Transaction”) shall be terminated as soon thereafter as reasonably practicable, and upon termination shall be deemed to be a Terminated Transaction and the Termination Payment payable in connection with all such Transactions shall be calculated in accordance with Section 5.3 below. The Gains and Losses for each Terminated Transaction shall be determined by calculating the amount that would be incurred or realized to replace or to provide the economic equivalent of the remaining payments or deliveries in respect of that Terminated Transaction. The Non-Defaulting Party (or its agent) may determine its Gains and Losses by reference to information either available to it internally or supplied by one or more third parties including, without limitation, quotations (either firm or indicative) of relevant rates, prices, yields, yield curves, volatilities, spreads or other relevant market data in the relevant markets. Third parties supplying such information may include, without limitation, dealers in the relevant markets, end-users of the relevant product, information vendors and other sources of market information. If the Non-Defaulting Party’s aggregate Gains exceeds its aggregate Losses and Costs, if any, resulting from the termination of this Agreement, the Settlement Amount shall be zero dollars (\$0.00)

34. Section 5.3 is amended by adding “plus, at the option of the Non-Defaulting Party, any cash or other form of liquid security then in the possession of the Defaulting Party or its agent pursuant to Article 8,” after the first use of the phrase “due to the Non-Defaulting Party” in the sixth line.

35. Section 5.4 is amended by deleting the words “two (2)” and inserting the words “five (5)”.

36. The following shall be added to the end of Section 5.4:

“The Termination Payment shall bear interest at the Interest Rate from the date upon which notice is effective until paid. Notwithstanding any provision to the contrary contained in this Agreement, the Non-Defaulting Party shall not be required to pay to the Defaulting Party any amount under Article Five until the Non-Defaulting Party receives confirmation satisfactory to it in its reasonable discretion (which may include an opinion of its counsel) that all other obligations of any kind whatsoever of the Defaulting Party and any of its Affiliates to make any payments to the Non-Defaulting Party or any of its Affiliates under this Agreement or otherwise which are due and payable as of the Early Termination Date (including for these purposes amounts payable pursuant to Excluded Transactions) have been fully and finally performed and that the Defaulting Party has returned any Performance Assurance of the Non-Defaulting Party’s that is held simultaneously or before the Non Defaulting Party makes any Termination Payment hereunder.”

37. Section 5.7 is deleted in its entirety and replaced with the following:

“5.7 Suspension of Performance. Notwithstanding any other provision of this Master Agreement, if an Event of Default shall have occurred and be continuing, the Non-Defaulting Party, upon written notice to the Defaulting Party, shall have the right (i) to suspend performance under any or all Transactions; provided, however, in no event shall any such suspension continue for longer than twenty (20) NERC Business Days with respect to any single Transaction unless an Early Termination Date shall have been declared and notice thereof pursuant to Section 5.2 given, (ii) to suspend payment until the Event of Default is cured, and (iii) to the extent an Event of Default shall have occurred and be continuing to exercise any remedy available at law or in equity.”

#### **ARTICLE SIX: PAYMENT AND NETTING.**

38. In Section 6.3, in the first, seventh and eighth sentences, delete the words, “twelve (12) months” and insert “two (2) years”.

39. In Section 6.3, in the fifth sentence, delete the words “two (2)” and insert the words “five (5)”.

#### **ARTICLE SEVEN: LIMITATIONS.**

40. Section 7.1 is hereby revised as follows:

“7.1 Limitation of Remedies, Liability and Damages. EXCEPT AS SET FORTH HEREIN, THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY AND ALL IMPLIED WARRANTIES ARE DISCLAIMED. THE PARTIES CONFIRM THAT THE EXPRESS REMEDIES AND MEASURES OF DAMAGES PROVIDED IN THIS AGREEMENT SATISFY THE ESSENTIAL PURPOSES HEREOF. FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, THE OBLIGOR’S LIABILITY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN OR IN A TRANSACTION, THE OBLIGOR’S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. ~~UNLESS EXPRESSLY HEREIN PROVIDED,~~ NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION SET FORTH IN THIS AGREEMENT OR OTHERWISE, PROVIDED, HOWEVER, NOTHING IN THIS SECTION SHALL AFFECT THE ENFORCEABILITY OF THE PROVISIONS OF THIS AGREEMENT EXPRESSLY ALLOWING FOR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, REMEDIES FOR FAILURE TO DELIVER/RECEIVE IN SECTIONS 4.1 AND 4.2, AND CALCULATION AND PAYMENT OF THE TERMINATION PAYMENT IN SECTIONS 5.2 AND 5.3. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED HEREUNDER CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS AND ARE NOT PENALTIES.”

**ARTICLE TEN: MISCELLANEOUS.**

41. In Section 10.2, delete the phrase “(including any Confirmation accepted in accordance with Section 2.3)” from Sections 10.2(ii), (iii), (iv), (vi), (vii), (viii), (x) and (xi) and replace it with “(including any Confirmation executed in accordance with Section 2.3)”.
42. After Section 10.2(xii) add the following:
  - “(xiii) each Transaction that is not executed or traded on a trading facility, as defined in the Commodity Exchange Act, is subject to individual negotiation by the Parties;
  - (xiv) it intends that all payments made or to be made by one Party to the other Party pursuant to this Agreement constitute “settlement payments”;
  - (xv) it intends that all transfers of Performance Assurance by one Party to the other Party under this Agreement constitute “margin payments”;
  - (xvi) it intends that each Party’s rights under Section 5.2, Declaration of an Early Termination Date and Calculation of Settlement Amounts, and Section 5.3, Net Out of Settlement Amounts constitute a “contractual right to liquidate” Transactions;
  - (xvii) it is an “eligible commercial entity” within the meaning of Section 1a (17) of the Commodity Exchange Act, as amended (the “Commodity Exchange Act”); and

(xviii) it is an “Eligible Contract Participant” as defined in Section 1a(18) of the Commodity Exchange Act, as amended, 7 U.S.C. § 1a(18).”

43. Section 10.2(ix) is deleted in its entirety and replaced with the following:

“Each Party intends that it is a “forward contract merchant” within the meaning of the Title 11 of the United States Code, as amended (the “Bankruptcy Code”), all payments made or to be made by one Party to the other Party pursuant to this Agreement constitute a “settlement payment” within the meaning of the Bankruptcy Code, all transfers of Performance Assurance by one Party to the other Party under this Agreement constitute a “margin payment” within the meaning of the Bankruptcy Code, each Party shall have the “contractual right” to terminate, liquidate, accelerate, or offset the transaction as a “master netting agreement participant” within the meaning of the Bankruptcy Code, electricity delivered hereunder constitutes a “good” under Section 503(b)(9) of the Bankruptcy Code, and the Parties are entities entitled to the rights under, and protections afforded by, Sections 362, 546, 553, 556, 560, 561 and 562 of the Bankruptcy Code.”

44. Section 10.5 is amended by (i) changing the section number to 10.5(a); (ii) deleting the words “which consent may be withheld in the exercise of its sole discretion” and replacing them with the words “which consent shall not be unreasonably withheld”, (iii) moving the parenthetical “(and without relieving itself from liability hereunder)” that appears in the fourth line so that it follows immediately after the text that follows subsection 10.5(i), and (iv) deleting the words from the beginning of clause (v) through the words prior to “provided, however, that in each such case, any such assignee” and replacing them with:

“(ii) transfer or assign this Agreement to an Affiliate of such Party so long as (x) such Affiliate’s creditworthiness is equal to or higher than that of such Party or the Guarantor, if any, for such Party, or (y) the obligations of such Affiliate are guaranteed or otherwise supported by such Party or its Guarantor, if any, in accordance with a guaranty agreement or other credit support, in form, substance and amount and from a Guarantor or other credit support provider, in each case that is satisfactory to the other Party in its sole discretion, and (iii) transfer or assign this Agreement to any person or entity succeeding to all or substantially all of the assets of such Party whose creditworthiness is equal to or higher than that of such Party or its Guarantor, if any; provided, however, that in the case of any assignment pursuant to subsections (ii) or (iii) above, regardless of whether the assigning party is Party A or Party B, any such assignee (1) can make all of the representations and warranties of the assignor set forth herein after giving effect to such transfer, (2) complies with the non-assigning party’s know-your-customer and anti-money laundering internal rules, policies and procedures as reasonably and consistently applied, and (3) such transferee has satisfied all of the credit support requirements of such Party under this Agreement.”

45. A new Section 10.5(b) is hereby added:

“10.5(b) Special Financing Arrangements. Either Party A or Party B, when acting as a buyer, may negotiate a financing arrangement for its obligations under one or more Confirmations pursuant to this Agreement by which the buyer would prepay its obligations for all or a portion of the term of such Confirmations (the “Prepay Period”) to a third party financial intermediary, which intermediary would then assume (i) the right to take delivery of Product during the Prepay Period; and (ii) the obligation to make payments to the seller during the Prepay Period. Actual scheduling and delivery of Product pursuant to the Confirmations would remain unchanged and no additional risks or obligations will be placed on the seller. It is further understood that the creditworthiness of the third party financial intermediary (or its parent) will be the same or better than that of the buyer and that if the third party financial intermediary is a special purpose entity, the parent entity will provide a guaranty of the payment obligations. Either Party A or Party B, when acting as a seller, agrees to cooperate with the buyer in connection with the limited assignment of rights and obligations under the Agreement in connection with such financing arrangement, subject to confirming (i) the creditworthiness of the third party financial intermediary and any parent guarantor; and (ii) that the contractual documents related to the arrangement do not impose any substantial additional contractual risk on the seller.”

46. Section 10.6 shall be deleted in its entirety and replaced with the following:

“10.6 Governing Law and Venue; Waiver of Jury Trial. THIS AGREEMENT AND THE RIGHTS AND DUTIES OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED, ENFORCED AND PERFORMED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW.

EACH PARTY HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HEREBY (i) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, AND (ii) ACKNOWLEDGES THAT IT AND THE OTHER PARTY HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION. (b) EACH PARTY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN LOS ANGELES, CALIFORNIA, FOR ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY TRANSACTION, AND EXPRESSLY WAIVES ANY OBJECTION IT MAY HAVE TO SUCH JURISDICTION OR THE CONVENIENCE OF SUCH FORUM.

The Parties intend for the foregoing waiver to be enforced to the fullest extent permitted under applicable law as in effect from time to time. To the extent that the waiver in clause (a) above is not enforceable at the time that any action or proceeding is filed in a court of the State of California by or against any Party, then (i) the court shall, and is hereby directed to, make a general reference pursuant to California Code of Civil Procedure Section 638 to a referee (who shall be a single active or retired judge) to hear and determine all of the issues in such action or proceeding (whether of fact or of law) and to report a statement of decision, provided that at the option of any Party, any such issues pertaining to a “provisional remedy” as defined in California Code of Civil Procedure Section 1281.8 shall be heard and determined by the court, and (ii) the Parties shall share equally all fees and expenses of any referee appointed in such action or proceeding.”

47. Section 10.8 is amended by adding the following at the end of the second to last sentence: “and the rights of either Party pursuant to (i) Article 5, (ii) Section 7.1, (iii) Section 10.11 (iv) Waiver of Jury Trial provisions, if applicable, (v) the obligation of either Party to make payments hereunder, (vi) Section 10.6 (vii) Section 10.13 and (viii) section 10.4 shall also survive the termination of the Agreement or any Transaction.”

48. Section 10.10 is amended by adding the following after the last sentence:

“Each Party further agrees that, for purposes of this Agreement, the other Party is not a “utility” as such term is used in 11 U.S.C. Section 366, and each Party waives and agrees not to assert the applicability of the provisions of 11 U.S.C. Section 366 in any bankruptcy proceeding wherein such Party is a debtor. In any such proceeding, each Party further waives the right to assert that the other Party is a provider of last resort.”

49. Section 10.11 is deleted in its entirety and replaced with the following:

“10.11 Confidentiality. If the Parties have elected on the Cover Sheet to make this Section 10.11 applicable to this Master Agreement, neither Party shall disclose the terms or conditions of a Transaction under this Master Agreement or the completed Cover Sheet to this Master Agreement to a third party (other than the Party’s Affiliates, employees, lenders, counsel, insurers, accountants or advisors, or any such representatives of a Party’s Affiliates, who have a need to know such information and have agreed to keep such terms confidential) except in order to comply with any applicable law, regulation, or any exchange, control area or independent system operator rule or in connection with any court or regulatory proceeding or to the extent such information is delivered to such third party for the sole purpose of calculating a published index applicable to such Party or any of its Affiliates; provided, however, each Party shall, to the extent practicable, use reasonable efforts to prevent or limit the disclosure. The Parties shall be entitled to all

remedies available at law or in equity to enforce, or seek relief in connection with, this confidentiality obligation. The Parties agree and acknowledge that nothing in this Section 10.11 prohibits a Party from disclosing any one or more of the commercial terms of a Transaction (other than the name of the other Party unless otherwise agreed to in writing by the Parties) to any industry price source for the purpose of aggregating and reporting such information in the form of a published energy price index.

Party A and Party B acknowledge and agree that the Master Agreement and any Confirmations executed in connection therewith are subject to the requirements of the California Public Records Act (Government Code Section 7920 et seq.). In order to designate information as confidential, the disclosing party must clearly stamp and identify the specific portion of the material designated with the word “Confidential.” The Parties agree not to over-designate material as confidential. Over-designation would include stamping whole agreements, entire pages or series of pages as Confidential that clearly contain information that is not confidential.

Upon request or demand of any third person or entity not a Party hereto to a Party (“Receiving Party”) pursuant to the California Public Records Act for production, inspection and/or copying of Confidential Information (“Requested Confidential Information”), Receiving Party will as soon as practical notify the other Party (“Disclosing Party”) in writing via email that such request has been made. Disclosing Party will be solely responsible for taking at its sole expense whatever legal steps are necessary to prevent release of the Requested Confidential Information to the third party by Receiving Party. If Disclosing Party takes no such action after receiving the foregoing notice from Receiving Party, Receiving Party shall, at its discretion, be permitted to comply with the third party’s request or demand and is not required to defend against it. If Disclosing Party does take or attempt to take such action, Receiving Party shall provide timely and reasonable cooperation to Disclosing Party, if requested by Disclosing Party, and Disclosing Party agrees to indemnify and hold harmless Receiving Party, its officers, employees and agents (“Receiving Party Indemnified Parties”), from any claims, liability, award of attorneys’ fees, or damages, and to defend any action, claim or lawsuit brought against any of Receiving Party Indemnified Parties for Receiving Party’s refusal to disclose any Requested Confidential Information.”

50. The following provision is added as Section 10.12:

“10.12 UCC Applicable and Utility Disclaimer. Notwithstanding the laws of the State of California to the contrary, the Parties agree that (i) each Product is a “good” as such term is defined in the Uniform Commercial Code of the State of California, and (ii) all of the provisions of the Uniform Commercial Code of the State of California shall apply to this Agreement and all Transactions. Each Party further agrees that the other Party is not a “utility” as such term is used in 11 U.S.C. § 366, and each Party agrees to waive and not to assert the applicability of the provisions of 11 U.S.C. § 366 in any bankruptcy proceeding involving such Party, and further agrees that the other Party is not a provider of last resort.”

51. The following provision is added as Section 10.13:

“10.13 Imaged Documents. Any document generated by the Parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically (“Imaged Documents”). Imaged Documents may be introduced as evidence in any proceeding as if such were original business records.”

52. The following provision is added as Section 10.14:

“10.14 FERC Standard of Review; Certain Covenants and Waivers

(a) Absent the agreement of all Parties to the proposed change, the standard of review for changes to any rate, charge, classification, term or condition of this Agreement, whether proposed by a Party (to the extent that any waiver in subsection (c) below is unenforceable or ineffective as to such Party), a non-party or FERC acting sua sponte, shall solely be the “public interest” application of the “just and reasonable” standard of review set forth in *United Gas Pipe Line Co. v. Mobile Gas Service Corp.*, 350 U.S. 332 (1956) and *Federal Power Commission v. Sierra Pacific Power Co.*, 350 U.S. 348 (1956) and clarified by *Morgan*

*Stanley Capital Group, Inc. v. Public Util. Dist. No. 1 of Snohomish*, 128 S. Ct. 2733 (2008) and *NRG Power Marketing, LLC v. Maine Public Utilities Commission*, 130 S. Ct. 693 (2010) (“Mobile-Sierra doctrine”).

(b) In addition, and notwithstanding the foregoing subsections (a) and (b), to the fullest extent permitted by applicable law, each Party, for itself and its successors and assigns, hereby expressly and irrevocably waives any rights it can or may have, now or in the future, whether under §§ 205 and/or 206 of the Federal Power Act or otherwise, to seek to obtain from FERC or PUC by any means, directly or indirectly (through complaint, investigation or otherwise), and each hereby covenants and agrees not at any time to seek to so obtain, an order from FERC or PUC changing any section of this Agreement specifying the rate, charge, classification, or other term or condition agreed to by the Parties, it being the express intent of the Parties that, to the fullest extent permitted by applicable law, neither Party shall unilaterally seek to obtain from FERC or PUC any relief changing the rate, charge, classification, or other term or condition of this Agreement, notwithstanding any subsequent changes in applicable law or market conditions that may occur. In the event it were to be determined that applicable law precludes the Parties from waiving their rights to seek changes from FERC to their market-based power sales contracts (including entering into covenants not to do so) then this subsection (c) shall not apply, provided that, consistent with the foregoing subsections (a) and (b), neither Party shall seek any such changes except solely under the “public interest” application of the “just and reasonable” standard of review and otherwise as set forth in the foregoing subsections (a) and (b).

(c) The Parties agree that in the event that any portion of this Section 10.14 is determined to be invalid, illegal or unenforceable for any reason, the provisions of subsections (a) and (b) shall be unaffected and unimpaired thereby, and shall remain in full force and effect, to the fullest extent permitted by applicable law.”

53. The following provision is added as Section 10.15:

“10.15 Cyber Attack. In addition to the provisions of Section 3.3, the parties hereby agree that a Cyber Attack (as defined below) that causes (i) the failure to perform a Firm obligation or (ii) a breach of a Party’s confidentiality obligations arising under Section 10.11 will constitute an event of Force Majeure. In addition, notwithstanding the provisions of Section 5.1, the parties agree that a failure to pay that is solely the result of a Cyber Attack will not constitute an Event of Default; provided that (a) sufficient funds were available for such party to fulfill its obligations hereunder on the relevant date, and (b) the payment is made as soon as practicable but in no event later than 15 days after the occurrence of the Cyber Attack. “Cyber Attack” means a third-party attack that compromises the integrity or availability of information from an information system or systems required to perform the obligations under this Master Agreement that is outside the Party’s control.”

54. The following provision is added as Section 10.16:

“10.16 Counterparts. This Agreement may be executed in counterparts, each of which will be considered an original, but all of which together will constitute the same instrument. Without limiting the foregoing, a facsimile copy of this Agreement or copy of this Agreement sent via electronic mail in a portable document format (“PDF”) will be considered an original.”

55. The following provision is added as Section 10.17:

56. “10.17 No Recourse Against Members of Party A. Party A is organized as a Joint Powers Authority in accordance with the Joint Exercise of Powers Act of the State of California (Cal. Government Code § 6500, *et seq.*) and is a public entity separate from its Members. Party A will solely be responsible for all debts, obligations and liabilities accruing and arising out of this Agreement in accordance with, and subject to, the terms and conditions of each Transaction. Party B will have no rights and will not make any claims, take any actions or assert any remedies against any of Party A’s Members, or the officers, directors, advisors, contractors, consultants or employees of Party A or Party A’s Members, in connection with this Agreement. The Parties agree that Party A’s obligations to make payments with respect to this Master Agreement and each Transaction, are to be made solely from Party A, and not from the individual Members of Party A.”

57. The following provision is added as Section 10.18:

“10.18 No Recourse Against Members of Party B. Party B is organized as a Joint Powers Authority in accordance with the Joint Exercise of Powers Act of the State of California (Cal. Government Code § 6500, *et seq.*) and is a public entity separate from its Members. Party B will solely be responsible for all debts, obligations and liabilities accruing and arising out of this Agreement in accordance with, and subject to, the terms and conditions of each Transaction. Party A will have no rights and will not make any claims, take any actions or assert any remedies against any of Party B’s Members, or the officers, directors, advisors, contractors, consultants or employees of Party B or Party B’s Members, in connection with this Agreement. The Parties agree that Party B’s obligations to make payments with respect to this Master Agreement and each Transaction, are to be made solely from Party B, and not from the individual Members of Party B.”

58. The following provision is added as Section 10.19:

“10.19 Generally Accepted Accounting Principles. Any reference to “generally accepted accounting principles” shall mean, with respect to an entity and its financial statements, generally accepted accounting principles, consistently applied, adopted or used in the jurisdiction of the entity whose financial statements are being considered for the purposes of this Agreement. Party A acknowledges that Party B is governed by the Governmental Accounting Standards Board with respect to generally accepted accounting principles.”

59. The following provision is added as Section 10.20:

“10.20 Index Transactions. If the Contract Price for a Transaction is determined by reference to a third-party information source, then the following provisions shall be applicable to such Transaction:

(i) Market Disruption. If a Market Disruption Event occurs during a Determination Period, the Floating Price for the affected Trading Day(s) shall be determined by reference to the Floating Price specified in the Transaction for the first Trading Day thereafter on which no Market Disruption Event exists; provided, however, if the Floating Price is not so determined within three (3) Business Days after the first Trading Day on which the Market Disruption Event occurred or existed, then the Parties shall negotiate in good faith to agree on a Floating Price (or a method for determining a Floating Price), and if the Parties have not so agreed on or before the twelfth Business Day following the first Trading Day on which the Market Disruption Event occurred or existed, then the Floating Price shall be determined in good faith by taking the average of two dealer quotes obtained from dealers of the highest credit standing which satisfy all the criteria that the Seller applies generally at the time in deciding to offer or to make an extension of credit. Notwithstanding the foregoing and subject to time limitations set forth in Sub-Section (ii) below, if the Parties have determined a Floating Price pursuant to this Sub-Section (i) and at a later date the responsible Price Source announces or publishes the relevant Floating Price, then such Floating Price shall be treated as a corrected price pursuant to Sub-Section (ii) below.

Defined terms used in this Section 10.20 will have the following meaning:

“Determination Period” means each calendar month, a part or all of which, is within the Delivery Period of a Transaction.

“Exchange” means, in respect of a Transaction, the exchange or principal trading market specified in the relevant Transaction.

“Floating Price” means a Contract Price specified in a Transaction that is based upon a Price Source.

“Market Disruption Event” means, with respect to any Price Source, any of the following events: (a) the failure of the Price Source to announce or publish the specified Floating Price or information necessary for determining the Floating Price; (b) the failure of trading to commence or the permanent discontinuation or material suspension of trading in the relevant options contract or commodity on the Exchange or in the market specified for determining a Floating Price; (c) the temporary or permanent discontinuance or

unavailability of the Price Source; (d) the temporary or permanent closing of any Exchange specified for determining a Floating Price; or (e) a material change in the formula for or the method of determining the Floating Price.

“Price Source” means, in respect of a Transaction, the publication (or such other origin of reference, including an Exchange) containing (or reporting) the specified price (or prices from which the specified price is calculated) specified in the relevant Transaction.

“Trading Day” means a day in respect of which the relevant Price Source published the Floating Price.

(ii) Corrections to Published Prices. For purposes of determining a Floating Price for any day, if the price published or announced on a given day and used or to be used to determine a relevant price is subsequently corrected and the correction is published or announced by the person responsible for that publication or announcement within three (3) years of the original publication or announcement, either Party may notify the other Party of (i) that correction and (ii) the amount (if any) that is payable as a result of that correction. If, not later than thirty (30) days after publication or announcement of that correction, a Party gives notice that an amount is so payable, the Party that originally either received or retained such amount will, not later than three (3) Business Days after the effectiveness of that notice, pay, subject to any applicable conditions precedent, to the other Party that amount, together with interest at the Interest Rate for the period from and including the day on which payment originally was (or was not) made to but excluding the day of payment of the refund or payment resulting from that correction.

(iii) Calculation of Floating Price. For purposes of calculating a Floating Price, all numbers shall be rounded to four (4) decimal places. If the fifth (5th) decimal number is five (5) or greater, then the fourth (4th) decimal number shall be increased by one (1), and if the fifth (5th) decimal number is less than five (5), then the fourth (4th) decimal number shall remain unchanged.”

60. The following provision is added as Section 10.21:

“10.21 Physical Transactions. Except for any Transactions for environmental attributes such as renewable energy certificates, resource adequacy or other regulatory products, the Parties understand and agree that the Transactions under this Agreement are physical transactions for deferred delivery, and that the Parties contemplate making or taking physical delivery of electric energy. Party A and Party B are each a California community choice aggregator engaged in the business of delivering electric energy to its retail load and routinely makes or takes delivery of electric energy in order to provide service to its retail electric customers.”

61. The following provision is added as Section 10.22:

“10.22 Data Privacy. The Parties may provide each other with information related to an identified or identifiable individual (“Personal Data”), the processing and transfer of which will be done in accordance with data protection laws applicable to such Party.”

#### **SCHEDULE M: GOVERNMENTAL ENTITY OR PUBLIC POWER SYSTEMS.**

Schedule M is amended, with respect to Party A, as follows:

(a) Paragraph A is amended by deleting the term “Act” and replacing it with the following:

“Act” means the Joint Exercise of Powers Act of California (Government Code § 6500 *et seq.*)”

(b) The text of Section 3.4 within Section D of Schedule M shall be deleted in its entirety and replaced with the following:

“Section 3.4 Reserved.”

- (c) The following definitions will be added to Schedule M:

“Account Control Agreement” means, in the case of Party A, the Account Control Agreement among the Collateral Agent, Depository Bank, and Party A, dated March 16, 2021, and in the case of Party B, the Account Control Agreement among the Collateral Agent, Depository Bank, and Party B, dated October 29, 2021.

“Collateral Agent” has the meaning given it in the Security Documents.

“Depository Bank” has the meaning given it in the Security Documents.

“Intercreditor and Collateral Agency Agreement” means (a) in the case of Party A, the Intercreditor and Collateral Agency Agreement, dated as of March 16, 2021, among the Collateral Agent, Party A and the PPA Providers party thereto from time to time and (b) in the case of Party B, the Intercreditor and Collateral Agency Agreement, dated October 29, 2021, among the Collateral agent, Party B and the PPA Providers party thereto from time to time.

“Minimum Credit Rating” has the meaning given it in Section 3.6.

“PPA Providers” has the meaning given it in the Security Documents.

“Secured Account” means the Lockbox Account (as that term is defined in the Security Agreement).

“Secured Creditors” has the meaning given it in the Security Documents.

“Security Agreement” means, in the case of Party A, the Security Agreement, dated March 16, 2021, among Party A and the Collateral Agent and in the case of Party B, the Security Agreement, dated October 29, 2021, among Party B and the Collateral Agent.

“Security Documents” means, collectively, the Intercreditor and Collateral Agency Agreement, the Security Agreement and the Account Control Agreement.

- (d) The “Special Fund” definition in Schedule M shall be deleted in its entirety and replaced with:

“Special Fund” means the Secured Account.

- (e) In paragraph E of Schedule M, the text of Section 3.6 shall be deleted in its entirety and replaced with the following:

“Section 3.6 Party A Security. The Parties agree that Party A’s obligations to make payments with respect to this Master Agreement and each Transaction are to be made solely from the Special Fund; *provided* that upon notice from Party A that Party A has obtained a Credit Rating of at least BBB- with an outlook designation of “stable” from S&P or Fitch, or Baa3 with an outlook designation of “stable” from Moody’s (each a “Minimum Credit Rating”), upon the request of Party A, Party B shall terminate its status as PPA Provider under the Intercreditor and Collateral Agency Agreement, or, upon request from Party A, cooperate with Party A to terminate the Intercreditor and Collateral Agency Agreement.”

“Section 3.7 Party B Security. The Parties agree that Party B’s obligations to make payments with respect to this Master Agreement and each Transaction are to be made solely from the Special Fund; *provided* that upon notice from Party B that Party B has obtained a Minimum Credit Rating, then upon the request of Party B, Party A shall terminate its status as PPA Provider under the Intercreditor and Collateral Agency Agreement, or, upon request from Party B, will cooperate with Party B to terminate the Intercreditor and Collateral Agency Agreement.”

- (f) In Paragraph F of Schedule M, the text of Section 8.4 shall be deleted in its entirety and replaced with the following:

“Section 8.4 Party A Security. As credit protection to Party B, and as a condition to the effectiveness of the Master Agreement and all Transactions, Party A and Party B have entered into the Security Documents through execution and delivery of a Joinder (as defined in the Intercreditor and Collateral Agency Agreement). Party B shall have the rights and remedies specified in the Security Documents and Party A shall comply with its duties, obligations and responsibilities as specified therein, and such Security Documents have been duly executed and delivered by the Parties and by all third party signatories as contemplated therein and shall be in full force and effect.”

“Section 8.5 Party B Security. As credit protection to Party A, and as a condition to the effectiveness of the Master Agreement and all Transactions, Party A and Party B have entered into the Security Documents through execution and delivery of a Joinder (as defined in the Intercreditor and Collateral Agency Agreement). Party A shall have the rights and remedies specified in the Security Documents and Party B shall comply with its duties, obligations and responsibilities as specified therein.”

- (g) In Paragraph G, the text following the colon shall be deleted in its entirety and replaced with the following:

“NOTWITHSTANDING THE FOREGOING, IN RESPECT OF THE APPLICABILITY OF THE ACT AS HEREIN PROVIDED, THE LAWS OF THE STATE OF CALIFORNIA SHALL APPLY.”

**SCHEDULE P: PRODUCTS AND RELATED DEFINITIONS.**

- (a) The Parties agree to add the following definitions to Schedule P:

“**CAISO Energy**” means with respect to a Transaction, a Product under which the Seller shall sell and the Buyer shall purchase a quantity of energy equal to the hourly quantity without Ancillary Services (as defined in the California Independent System Operator (“CAISO”) Tariff) that is or will be scheduled as a schedule coordinator to schedule coordinator transaction pursuant to the applicable tariff and protocol provisions of the CAISO tariff, as amended from time to time for which the only excuse for failure to deliver or receive is an “Uncontrollable Force” as defined in the CAISO Tariff.

“**West Firm**” or “**WSPPC-Firm**” means with respect to a Transaction, a Product defined by the WSPP Agreement as amended, in Service Schedule C as Firm Capacity/Energy Sale or Exchange Service.

“**WSPP Agreement**” means the Western States Power Pool Agreement, as amended from time to time.

- (b) The Parties agree to add the following new Section 7 to Schedule P:

“**Other Products and Service Levels:** The Parties may agree to use a product/service level defined by a different agreement (i.e., the WSPP Agreement, the CAISO Tariff, etc.) for a particular Transaction. Unless the Parties expressly state and agree that all the terms and conditions of such other agreement will apply to any such Transaction, the Transaction shall be subject to all the terms of this Agreement, except that (1) all service level/product definitions; (2) the regional reliability requirements and guidelines; and (3) Force Majeure/Uncontrollable Force definitions shall have the meaning ascribed to them in the different agreement in effect on the date the Transaction was entered into. Provided, however, with respect to Transactions subject to the WSPP Agreement, the methodology for calculating the payments for failure to deliver or receive, under Sections 4.1 and 4.2 hereto, shall be in accordance with Section 21.3 of the WSPP Agreement; provided further, that the “Accelerated Payment of Damages” addressed in Sections 4.1 and 4.2 hereto shall continue to apply to such payments if such election is made on the Cover Sheet.”

*End of Cover Sheet - Signature Page Follows*

IN WITNESS WHEREOF, the Parties have caused this Master Agreement to be duly executed as of the Effective Date.

**CLEAN ENERGY ALLIANCE,**  
a California joint powers authority

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Joseph M. Mosca  
Title: Chief Executive Officer

**CONFIRMATION  
LONG-TERM RPS ENERGY AND GREEN ATTRIBUTES**

This confirmation (“Confirmation”) confirms the Transaction between Clean Energy Alliance, a California joint powers authority (“Party A”) and Orange County Power Authority, a California joint powers authority (“Party B”), each individually a “Party” and together the “Parties”, dated as of [\_\_\_\_\_], 2026 (the “Effective Date”), by which Seller agrees to sell and deliver, and Buyer agrees to purchase and receive, the Product (the “Transaction”). This Transaction is governed by, constitutes part of, and is subject to the terms and provisions of the Edison Electric Institute Master Power Purchase and Sale Agreement dated [\_\_\_\_\_] between the Parties (the “Master Agreement”). In the event of a conflict between the provisions of the Master Agreement and this Confirmation, this Confirmation shall control. This Confirmation and the Master Agreement, including any appendices, exhibits or amendments hereto or thereto, shall collectively be referred to as the “Agreement” and will constitute a single agreement between the Parties with respect to the Transaction. Terms capitalized but not defined herein shall have the meaning as set forth in the Master Agreement or the CAISO Tariff.

The Parties agree as follows:

<b>Seller: CEA</b>	<b>Buyer: OCPA</b>
<b>Product:</b>	The “ <u>Product</u> ” is Energy and associated Green Attributes generated from the Project.  During the Delivery Term, Seller shall deliver and sell, and Buyer shall purchase and receive, the Contract Quantity of this Product, subject to the terms and conditions of this Confirmation. Seller shall not substitute or attempt to deliver any Product, including Green Attributes, from any generating resource other than the Project.
<b>Contract Price:</b>	The “ <u>Contract Price</u> ” means the Index Price plus the Green Attributes Price.  The “ <u>Green Attributes Price</u> ” means the “RPS Adder” for the calendar year in which the RECs are generated, published by the Energy Division of the CPUC as the “Calculation of the Market Price Benchmarks for the Power Charge Indifference Adjustment Forecast and True Up”, which may be revised in future publications by the CPUC as the final “RPS Adder.”
<b>Contract Quantity (MWh):</b>	REC Vintage 2026: 400,000 MWh REC Vintage 2027: 550,000 MWh REC Vintage 2028: 550,000 MWh REC Vintage 2029: 550,000 MWh REC Vintage 2030: 550,000 MWh REC Vintage 2031: 550,000 MWh REC Vintage 2032: 550,000 MWh REC Vintage 2033: 500,000 MWh REC Vintage 2034: 500,000 MWh REC Vintage 2035: 400,000 MWh
<b>Delivery Term:</b>	June 1, 2026 through Dec 31, 2035; provided that, for the sole purpose of matching delivery of RECs with Energy, such period will extend through the date that all RECs associated with such Energy have been delivered from Seller to Buyer in accordance with this Confirmation.

<b>Delivery Point:</b>	Ref. to sample: SP15 (TH_SP15_GEN_APND)
<b>Payment Terms:</b>	See Section 2
<b>Collateral:</b>	None

**This Confirmation is subject to the General Terms and Conditions and Exhibits identified below and attached hereto:**

**Exhibit A – Projects**

**Exhibit B – Form of Limited Assignment Agreement**

IN WITNESS WHEREOF, the Parties have signed this Confirmation effective as of the Effective Date.

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

**CLEAN ENERGY ALLIANCE,**  
a California joint powers authority

By: \_\_\_\_\_  
Name: Joseph P. Mosca  
Title: Chief Executive Officer

By: \_\_\_\_\_  
Name: Gregory Wade  
Title: Chief Executive Officer \_\_\_\_\_

### GENERAL TERMS AND CONDITIONS

**1. PRODUCT.**

1.1 Seller Delivery Obligation.

(a) Seller's Conveyance of Energy.

- (i) Beginning on the first day of the Delivery Term and throughout all applicable months of the Delivery Term, Seller shall deliver and sell, and Buyer shall purchase and receive, the Product, subject to the terms and conditions of this Confirmation. Seller will not be obligated to sell or replace any Product that is not or cannot be delivered as a result of Force Majeure or which is not received by Seller pursuant to the Upstream Agreement.
- (ii) The Energy transferred hereunder is transferred immediately to Buyer upon receipt of such Energy by Seller. Should any Energy provided by Seller under this Confirmation be determined to not have been transferred to Buyer immediately or to have originated from a resource other than the Project, Seller shall remedy such failure in a manner reasonably acceptable to Buyer within a reasonable period of time after written notice of such failure is given to Seller by Buyer.

- (iii) In the event that Energy being transferred from Seller to Buyer originates from a Project located outside of the state of California that does not have a pseudo-tie arrangement with the applicable California balancing authority, Seller shall provide Buyer a reconciliation consisting of hourly meter data, tag data and associated calculations, lesser of each by hour, for each vintage month of RECs delivered to Buyer under this Confirmation.
  
- (b) Seller's Conveyance of Green Attributes.
  - (i) During the Delivery Period, Seller, at its own cost and expense, shall maintain its registration with WREGIS. All Green Attributes transferred by Seller hereunder shall be California RPS-compliant, subject to confirmation by the CEC. Seller shall, at its sole expense, use WREGIS as required pursuant to the WREGIS Operating Rules to effectuate the transfer of Green Attributes to Buyer in accordance with WREGIS reporting protocols and WREGIS Operating Rules.
  - (ii) For each applicable month of the Delivery Period, Seller shall deliver and convey the Green Attributes associated with the California RPS-Eligible Electric Energy delivered pursuant to 1.1(a) above within five (5) days of Seller's receipt of the WREGIS Certificates for the Green Attributes pursuant to the Upstream Agreement. Seller shall deliver and convey such Green Attributes by properly transferring such WREGIS Certificates, in accordance with the rules and regulations of WREGIS, equivalent to the quantity of Green Attributes, to Buyer into Buyer's WREGIS account such that all right, title and interest in and to the WREGIS Certificates shall transfer from Seller to Buyer; provided further, that if Seller fails to properly transfer such WREGIS Certificates to Buyer in accordance with the above due to an error or omission of an administrative or clerical nature and if such failure can be cured with no harm to Buyer, then Seller may cure such failure within thirty (30) days after notice of such failure.
  - (iii) In addition to its other obligations under this Section 1.1, Seller shall convey to Buyer WREGIS Certificates from the Projects that are of the same Vintage Year as the Product that was provided under Section 1.1(a) of this Confirmation.
  
- (c) Modification of Projects. All Product sold by Seller to Buyer hereunder shall be from the facilities listed in Exhibit A, or subsequently identified pursuant to the Upstream Agreement and the requirements of this Confirmation and otherwise meeting the Seller representations, warranties and covenants set forth herein (each such facility, a "Project" and collectively, the "Projects"). Buyer acknowledges and agrees that under the Upstream Agreement, SDG&E has the right, at any time and in its sole discretion, to reducing the quantity from a Project or removing a Project from the Upstream Agreement. If a Project is removed from the Upstream Agreement, the Project shall cease to be a Project under this Confirmation. Seller shall provide prompt notice to Buyer upon receipt of any notice to Seller from SDG&E of any such reduction or termination has occurred. Seller has the right to amend the list of Projects in Exhibit A from time to time with written notice prior to the delivery of Energy from such Project or Projects to reflect SDG&E's removal of one or more Projects from the Upstream Agreement. Notwithstanding any provision herein to the contrary, Seller may only deliver Product to Buyer from non-emitting, zero-emission generating

facilities. Further, Seller agrees to deliver Product that is hundred percent (100%) from solar generating resources only.

- (d) Quantity of Product. Buyer acknowledges that the quantities of Product available to Seller under the Upstream Agreement is dependent on Seller's load share percentage with SDG&E, which is subject to adjustment on an annual basis. In the event that a reduction in the load share percentage of Seller under the Upstream Agreement results in a change in the amount of Product available to Seller from each Project that is less than the amount that Seller is obligated to deliver to Buyer pursuant to this Confirmation, then the quantity of Product that Seller is obligated to deliver pursuant to this Confirmation will be reduced accordingly.
- (e) Obligation to Deliver; Remedies for Shortfall. Seller's obligation to deliver the Product is a firm obligation, subject only to Force Majeure and Seller's failure to receive such Product under the Upstream Agreement. In the event that Seller is prevented from delivering the quantity of Product set forth in this Confirmation for a reason set forth in this Section 1.1 and not an event of default by Seller, then Buyer will have the right to make a corresponding reduction in volume of Product pursuant to that certain swap confirmation between Buyer and Seller of even date herewith ("Swap Confirmation"), it being understood that this Confirmation and the Swap Confirmation are intended to match in terms of price and quantity.

1.2 Reserved.

1.3 Change in Law.

- (a) If due to any action by the CPUC or any Governmental Authority, or any change in Applicable Law occurring after the Effective Date that modifies the California RPS such that this Confirmation no longer meets the requirements of the California RPS for this Product (a "Change in Law"), Seller shall use commercially reasonable efforts to obtain compliance with such Change in Law provided that such costs should not be greater than [\$25,000] (the "Capped Amount"). This requirement shall not apply to any Product that was delivered prior to any Change in Law if such Product complied with the California RPS that existed when it was delivered.
- (b) The Parties acknowledge that the CEC and/or CPUC may be modifying mandatory contract language, altering the procurement and product qualification rules, and updating the relevant RPS Eligibility Guidebook in a manner consistent with that legislation. If any statutes, rules, regulations, permits or authorizations are enacted, amended, granted or revoked which have the effect of changing the transfer and sale procedure set forth in this Confirmation so that the implementation of this Transaction becomes impossible or impracticable, or otherwise revokes or eliminates the California RPS or language required to conform to the California RPS, subject to Seller's obligation to use commercially reasonable efforts to obtain compliance with a Change in Law up to the Capped Amount, the Parties hereto agree to negotiate in good faith to amend this Confirmation to conform with such new statutes, regulations, or rules in order to maintain the original intent of the Parties under this Confirmation; provided, however, pending any amendment to this Confirmation, to the extent practicable and lawful, the Parties shall perform their respective obligations hereunder in accordance with Applicable Laws as they existed prior to the effectiveness of such new statutes, regulations, or rules; provided, further, that notwithstanding the

foregoing or anything to the contrary herein, neither Party shall be obligated to perform any obligation hereunder (other than payment obligations) to the extent that doing so would cause such Party to be materially adversely affected. If, after use of commercially reasonable efforts by Seller to obtain compliance with a Change in Law and within thirty (30) days after initiating discussions to amend this Confirmation in accordance with the preceding sentence (“Negotiation Period”), the Parties have not agreed upon any amendments to this Confirmation or other agreed measures such that the Confirmation and/or the Product meet(s) the requirements of the California RPS, either Party may terminate this Confirmation within thirty (30) days after the Negotiation Period upon written notice to the other Party, which shall be effective the next Business Day after such notice is received, and any such termination shall be without liability to either Party, except that Buyer shall remain liable to Seller for any Product delivered prior to the effective date of such termination (including for any RECs associated with Energy already delivered to Buyer).

#### 1.4 RPS Non-Modifiable Standard Terms and Conditions (STC).

**STC 6: Eligibility.** Seller, and, if applicable, its successors, represents and warrants that throughout the Delivery Term of this Agreement that: (i) the Project qualifies and is certified by the CEC as an Eligible Renewable Energy Resource (“ERR”) as such term is defined in Public Utilities Code Section 399.12 or Section 399.16; and (ii) the Project’s output delivered to Buyer qualifies under the requirements of the California Renewables Portfolio Standard. To the extent a change in law occurs after execution of this Agreement that causes this representation and warranty to be materially false or misleading, it shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such change in law. [STC 6, Non-modifiable. D.07-11-025, Attachment A, D.0804009]

**STC REC-1: Transfer of Renewable Energy Credits.** Seller and, if applicable, its successors, represents and warrants that throughout the Delivery Term of this Agreement the Renewable Energy Credits transferred to Buyer conform to the definition and attributes required for compliance with the California Renewables Portfolio Standard, as set forth in California Public Utilities Commission Decision 08-08-028, and as may be modified by subsequent decision of the California Public Utilities Commission or by subsequent legislation. To the extent a change in law occurs after execution of this Agreement that causes this representation and warranty to be materially false or misleading, it shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such change in law. [STC REC-1, Non-modifiable. D.11-01-025]

**STC REC-2: Tracking of RECs in WREGIS.** Seller warrants that all necessary steps to allow the Renewable Energy Credits transferred to Buyer to be tracked in the Western Renewable Energy Generation Information System will be taken prior to the first delivery under the contract. [STC REC-2, Non-modifiable. D.11-01-025]

**STC 17: Applicable Law.** This Agreement and the rights and duties of the parties hereunder shall be governed by and construed, enforced and performed in accordance with the laws of the state of California, without regard to principles of conflicts of law. To the extent enforceable at such time, each party waives its respective right to any jury trial with respect to any litigation arising under or in connection with this Agreement. [STC 17, Nonmodifiable. D.07-11-025, Attachment A, D.08-04-009]

The aggregate “commercially reasonable efforts” expenditures for Eligibility (STC 6), Transfer of RECS (STC REC-1), and Change of Law (Section 1.3) are limited to the Capped Amount.

1.5 Reserved.

1.6 Seller Representations, Warranties and Covenants.

- (a) Seller represents, warrants and covenants, as of the Effective Date and throughout the Delivery Term, that:
  - (i) Seller has the contractual rights to sell all right, title, and interest in the Product agreed to be delivered hereunder, subject to the terms of Section 1.1;
  - (ii) Seller has not sold the Product to be delivered under this Confirmation to any other person or entity;
  - (iii) at the time of delivery, all rights, title, and interest in the Product to be delivered under this Confirmation are free and clear of all liens, taxes, claims, security interests, or other encumbrances of any kind whatsoever;
  - (iv) The facilities included in the Project each: (a) have a first point of interconnection with a California balancing authority, or (b) have a first point of interconnection with distribution facilities used to serve end users within a California balancing authority area, or (c) are scheduled from the eligible renewable energy resource into a California balancing authority without substituting electricity from another source;
  - (v) This Confirmation transfers only Energy and Green Attributes that have been generated during the Delivery Term; and
  - (vi) All Product sold hereunder will be from Long-Term Contracts.
- (b) Seller makes no representation, warranty or covenant with respect to any portfolio content category designation pursuant to California Public Utilities Code Section 399.16, nor any eligibility of the Product to qualify as excess procurement pursuant to California Public Utilities Code Section 399.13(a)(4)(B).
- (c) For the avoidance of doubt, during the Delivery Term, Seller shall act on Buyer's behalf with respect to Energy deliveries to the CAISO and CAISO settlement.

## 2. MONTHLY BILLING SETTLEMENT.

2.1 Monthly Cash Settlement Amount. Buyer shall pay Seller the "Monthly Cash Settlement Amount", in arrears, for each Calculation Period in the amount equal to the sum, of (A) plus (B) minus (C), where:

A = the sum, over all hours of the Calculation Period, of (i) the applicable Energy Price for each hour of Delivered Energy within the applicable CAISO market (i.e. integrated forward market, fifteen minute, and/or Real-Time Market) multiplied by (ii) the quantity of Delivered Energy during the time interval in each respective market; and

B = the Green Attributes Price multiplied by the quantity of Green Attributes (in MWhs) that will be conveyed as described in Section 2.1 and that are associated with the Delivered Energy in the Calculation Period; and

C = the sum, over all hours of the Calculation Period, of (i) the applicable Energy Price for each hour of Delivered Energy within the applicable CAISO market (i.e. integrated forward market, fifteen minute, and/or Real-Time Market) multiplied by (ii) the quantity of Delivered Energy during the time interval in each respective market.

Such Monthly Cash Settlement Amount constitutes payment for the Product, including the Green Attributes, for such applicable Calculation Period. Buyer shall be obligated to make such payments with respect to each applicable Calculation Period notwithstanding the fact that the Green Attributes associated with a particular Calculation Period may be delivered or credited to Buyer's WREGIS account subsequent to the conclusion of the applicable Calculation Period in accordance with 1.1(b)(ii), provided that if Seller fails to comply with the provisions of Section 1.1(b)(ii), Buyer shall be entitled to exercise all rights and remedies available to Buyer under this Confirmation for Seller's failure to deliver the Product.

- 2.2 Annual True-Up. If the CPUC publishes the "Calculation of the Market Price Benchmarks for the Power Charge Indifferent Adjustment Forecast and True Up" which has a final "RPS Adder" for a calendar year that differs from the Green Attributes Price invoiced to and paid by the Buyer for the Product for that same calendar year, Seller will adjust future invoices to account for such differences. Subject to the other terms of this Confirmation, no interest shall be paid on the amount of any adjustments due to the publishing of a final "RPS Adder."
- 2.3 Monthly Billing. The calendar month shall be the standard period for all payments under this Confirmation (other than Termination Payments and as otherwise specified in this Confirmation). As soon as practicable after the end of each month, Seller will render to the Buyer an invoice for the payment obligations, if any, determined hereunder for the preceding month.
- 2.4 Payment Due Date. The Parties hereby agree that all invoices under this Confirmation shall be due and payable on the later of (a) the twentieth (20th) day of the month in which Seller delivered such invoice, provided that if such day is not a Business Day, then such invoice will be due and payable on the next Business Day, and (b) the tenth (10<sup>th</sup>) Business Day after Buyer's receipt of Seller's invoice. The Parties acknowledge that, due to the timing of their creation in WREGIS, Green Attributes may not have been delivered to Buyer at the time of the invoice or payment for the Calculation Period with which they are associated. Seller shall promptly transfer Green Attributes to Buyer after their creation in accordance with Section 1.1(b)(ii).
3. **LIMITED ASSIGNMENT**. Notwithstanding anything in the Agreement to the contrary, Buyer may make a limited assignment in connection with a municipal prepayment financing transaction to an entity (such entity, "Limited Assignee") that has, or that provides a parent guaranty in a form and substance reasonably acceptable to Seller from an entity with, an Investment Grade Credit Rating, of Buyer's right to receive Product (which shall not be for retail sale) and its obligation to make payments to Seller, which assignment (x) shall be expressly subject to the Limited Assignee's timely payment of amounts due under this Confirmation and (y) shall not relieve Buyer of any of its obligations under this Confirmation in any respects, at any time upon not less than thirty (30) days' Notice by delivering a written request for such assignment, which request must include a proposed form of agreement substantially in the form attached hereto as Exhibit B (subject to the Parties' good faith negotiation to finalize such agreement), or as otherwise reasonably acceptable to Seller. Seller agrees to (i) comply with Limited Assignee's reasonable requests for know-your-customer and similar account opening information and documentation with respect to Seller, including but not limited to information related to forecasted generation, credit rating, and compliance with antimoney laundering rules, the Dodd-Frank Act, the Commodity Exchange Act, the Patriot Act and similar

rules, regulations, requirements and corresponding policies; and (ii) in good faith cooperate and work with Buyer and Limited Assignee to agree on such assignment agreement.

4. **TAXES AND FEES.** Seller shall pay or cause to be paid all taxes on or with respect to the Product or this Transaction arising prior to the Delivery Point. Buyer shall pay or cause to be paid all taxes on or with respect to the Product or this Transaction at and from the Delivery Point. As used herein “taxes” means, but is not limited to, any or all ad valorem, property, occupation, severance, first use, conservation, gross receipts, privilege, sales, use, consumption, excise, lease, transaction, and other taxes, governmental charges, licenses, fees, permits and assessments, or increases therein.

5. **FORCE MAJEURE.** To the extent either Party is prevented by Force Majeure from carrying out, in whole or part, its obligations under this Confirmation and such Party (the “Claiming Party”) gives notice and details of the Force Majeure to the other Party as soon as practicable, then the Claiming Party shall be excused from the performance of its obligations (other than the obligation to make payments then due or becoming due with respect to performance prior to the Force Majeure). The Claiming Party shall remedy the Force Majeure with all reasonable dispatch. The non-Claiming Party shall not be required to perform or resume performance of its obligations to the Claiming Party corresponding to the obligations of the Claiming Party excused by Force Majeure.

6. **REMEDIES FOR FAILURE TO DELIVER/RECEIVE.**

6.1 If Seller fails to deliver all or part of the Product under this Confirmation, and such failure is not excused under the terms of the Product or by Buyer's failure to perform, then Seller shall pay Buyer within ten 10 Business Days of invoice receipt, an amount for such deficiency equal to the amount for such deficiency equal to the positive difference, if any, obtained by subtracting the Green Attributes Price from the Replacement Price. The invoice for such amount shall include a written statement explaining in reasonable detail the calculation of such amount.

6.2 If Buyer fails to receive all or part of the Product pursuant to this Confirmation and such failure is not excused under the terms of the Product or by Seller's failure to perform, then Buyer shall pay Seller within ten 10 Business Days of invoice receipt, an amount for such deficiency equal to . The invoice for such amount shall include a written statement explaining in reasonable detail the calculation of such amount.

6.3 In addition to Seller's remedies under Section 6.2 above, Seller's obligation to deliver the Contract Quantity may be reduced at Seller's option in the event Buyer fails to deliver, for any reason, any portion of the contract quantity of product set forth in that certain confirmation between Party A and Party B of even date herewith (“Related Confirmation”); provided, however, that Seller's obligation to deliver the Contract Quantity of Product may not be reduced by an amount greater than the contract quantity of product that Buyer failed to deliver under the Related Confirmation. Seller's rights under this provision are cumulative and in addition to Seller's rights under the Related Confirmation.

7. **REMEDIES UPON DEFAULT.**

7.1 Liquidated Damages. Buyer and Seller agree this Section 7 in its entirety represents the liquidated damages of each, and no part hereof represents a penalty.

7.2 Remedies. If either Party is subject to an Event of Default, then the other Party (the “Non-Defaulting Party”) may select any or all of the following remedies: (i) to designate a day, no earlier than the day such notice is effective and no later than twenty (20) days after such notice is effective, as an early termination date (“Early Termination Date”) on which the Transaction will be terminated (the “Terminated Transaction”), accelerate all amounts owing between the

Parties and liquidate and terminate the Transaction (ii) withhold any payments due in respect of this Confirmation to the extent of its damages pursuant to this Section 7, (iii) suspend performance, and (iv) exercise such remedies as provided in this Confirmation, including an action for damages (except as limited by Section 7.5).

7.3 Termination Payment. With respect to any Terminated Transaction:

- (a) The Non-Defaulting Party shall aggregate into a single liquidated amount expressed in U.S. Dollars payable by the Defaulting Party or the Non-Defaulting Party, as applicable: (i) its Losses or Gains, and Costs, in each case solely in respect of the undelivered portion of the Contract Quantity for each year of the Delivery Term, *minus* (ii) any and all other amounts due and owing to the Defaulting Party under this Confirmation, *plus* (iii) any and all other amounts due and owing to the Non-Defaulting Party under this Confirmation (the "Termination Payment"). If the Termination Payment is a positive number, the Defaulting Party will pay it to the Non-Defaulting Party; if it is a negative number, the Non-Defaulting Party will pay the absolute value of the Termination Payment to the Defaulting Party.
- (b) Any Termination Payment due under subsection (a) shall be due within ten (10) Business Days following the Defaulting Party's receipt of notice of the Termination Payment.
- (c) Any Non-Defaulting Party shall be obligated to use commercially reasonable efforts to mitigate its Costs, Losses and damages resulting from any Event of Default of the other Party under this Confirmation; provided, that in no event will the Non-Defaulting Party be required to use or change its utilization of its owned or controlled assets or market positions to mitigate its Costs, Losses and damages.

7.4 Calculation Disputes. If the Defaulting Party disputes the Non-Defaulting Party's calculation of the Termination Payment, in whole or in part, the Defaulting Party will, within five (5) Business Days of receipt of the Non-Defaulting Party's calculation, provide the Non-Defaulting Party a detailed written explanation of the basis for such dispute.

7.5 Limitation on Damages. The Defaulting Party's liability will be limited to the Termination Payment as set forth in Section 7.3.

7.6 Exclusive Remedy. UNLESS EXPRESSLY HEREIN PROVIDED, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED HEREUNDER CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS. ALL OTHER REMEDIES OR DAMAGES FOR FAILURE TO SELL OR PURCHASE PRODUCT AT LAW OR IN EQUITY ARE HEREBY WAIVED.

8. CREDIT TERMS. Notwithstanding anything herein or in the Master Agreement to the contrary, Performance Assurance shall not be required from either Party in connection with this Transaction.

9. **WAIVER.** No delay or omission by a Party in the exercise of any right under this Confirmation shall be taken, construed or considered as a waiver or relinquishment thereof, and any such right may be exercised from time to time and as often as may be deemed expedient. If any of the terms and conditions hereof are breached and thereafter waived by a Party, such waiver shall be limited to the particular breach so waived and is not deemed to waive any other breach hereunder.
10. **COUNTERPARTS.** This Confirmation may be signed in any number of counterparts with the same effect as if the signatures to the counterparts were upon a single instrument. The Parties may rely on electronic or scanned signatures as originals under this Confirmation. Delivery of an executed signature page of this Confirmation by electronic mail transmission (including PDF) shall be the same as delivery of a manually executed signature page.
11. **ENTIRE AGREEMENT.** This Confirmation sets forth the terms of the Transaction into which the Parties have entered and the Agreement shall constitute the entire agreement between the Parties relating to the contemplated purchase and sale of the Product. Notwithstanding any other provision of the Agreement, this Transaction may be entered into only through a written instrument executed by both Parties, and no amendment or modification to this Confirmation shall be enforceable except through a written instrument executed by both Parties.
12. **DEFINITIONS.**

“Applicable Law” means any statute, law, treaty, rule, tariff, regulation, ordinance, code, permit, enactment, injunction, order, writ, decision, authorization, judgment, decree or other legal or regulatory determination or restriction by a court or Governmental Authority of competent jurisdiction, or any binding interpretation of the foregoing, as any of them is amended or supplemented from time to time, that apply to either or both of the Parties, the Generating Facilities, the California RPS, or the terms of the Agreement.

“CAISO” means the California Independent System Operator Corporation or the successor organization to the functions thereof.

“CAISO Energy” has the meaning set forth in the CAISO Tariff.

“CAISO Tariff” means the California Independent System Operator Corporation Agreement and Tariff, Business Practice Manuals (BPMs), and Operating Procedures, including the rules, protocols, procedures and standards attached thereto, as the same may be amended or modified from time-to-time and approved by the Federal Energy Regulatory Commission or any successor entity performing similar functions.

“Calculation Period” means each calendar month, or portion thereof, during the Delivery Term.

“California RPS” or “California Renewables Portfolio Standard” means the California renewables portfolio standard, as set forth in Cal. Pub. Util. Code §§ 399.11 et seq. and requiring that a specified percentage of a retail seller’s retail sales should be supplied with electricity generated by eligible ERRs, as administered by the CPUC as set forth in applicable CPUC Decisions (“D”), including D.11-12-052, and as may be modified by subsequent decision of the CPUC or by subsequent legislation, and regulations promulgated with respect thereto.

“CEC” means the California Energy Commission or any successor entity performing similar functions.

“Change in Law” has the meaning set forth in Section 1.3 hereof, and “change in law” when used herein means Change in Law.

“Contract Price” has the meaning set forth on page 1 of this Confirmation.

“Contract Quantity” has the meaning set forth on page 1 of this Confirmation.

“CPUC” means the California Public Utilities Commission or any successor entity performing similar functions.

“Delivery Point” has the meaning set forth on page 1 of this Confirmation.

“Delivery Term” has the meaning set forth on page 1 of this Confirmation.

“Energy” means electrical energy, measured in MWh, generated by the Project.

“Exhibit(s)” shall be those certain Exhibit(s), which are attached hereto and made a part hereof.

“Force Majeure” means an event or circumstance which prevents one Party from performing its obligations under this Confirmation, which event or circumstance was not anticipated as of the Effective Date, which is not within the reasonable control of, or the result of the negligence of, the Claiming Party, and which, by the exercise of due diligence, the Claiming Party is unable to overcome or avoid or cause to be avoided. Force Majeure shall not be based on (i) the loss of Buyer’s markets; (ii) Buyer’s inability economically to use or resell the Product purchased hereunder; or (iii) Seller’s ability to sell the Product at a price greater than the Contract Price.

“Governmental Authority” means any federal, state, local or municipal government, governmental department, commission, board, bureau, agency, or instrumentality, or any judicial, regulatory or administrative body, or the CAISO or any other transmission authority, having or asserting jurisdiction over a Party or the Agreement.

“Green Attributes” means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the generation from the Project, and its avoided emission of pollutants. Green Attributes include but are not limited to Renewable Energy Credits, as well as: (a) any avoided emission of pollutants to the air, soil or water such as sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO) and other pollutants; (b) any avoided emissions of carbon dioxide (CO<sub>2</sub>), methane (CH<sub>4</sub>), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth’s climate by trapping heat in the atmosphere; (c) the reporting rights to these avoided emissions, such as Green Tag Reporting Rights. Green Tag Reporting Rights are the right of a Green Tag Purchaser to report the ownership of accumulated Green Tags in compliance with federal or state law, if applicable, and to a federal or state agency or any other party at the Green Tag Purchaser’s discretion, and include without limitation those Green Tag Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program. Green Tags are accumulated on a MWh basis and one Green Tag represents the Green Attributes associated with one (1) MWh of Energy. Green Attributes do not include (i) any Energy, capacity, reliability or other power attributes from the Project, (ii) production tax credits associated with the construction or operation of the Project and other financial incentives in the form of credits, reductions, or allowances associated with the Project that are applicable to a state or federal income taxation obligation, (iii) fuel-related subsidies or “tipping fees” that may be paid to Seller to accept certain fuels, or local subsidies received by the generator for the destruction of particular preexisting pollutants or the promotion of local environmental benefits, or (iv) emission reduction credits encumbered or used by the Project for compliance with local, state, or federal operating and/or air quality permits. If the Project is a biomass or biogas facility and Seller receives any tradable Green Attributes based on the greenhouse gas reduction benefits or other emission offsets attributed to its fuel usage, it shall provide Buyer with sufficient Green Attributes to ensure that there are zero net emissions associated with the production of electricity from the Project.

“Green Attributes Price” has the meaning set forth on page 1 of this Confirmation.

“Index Price” means the CAISO Integrated Forward Market Day-Ahead price (as such term is defined in the CAISO Tariff) at the Pricing Node for each applicable hour of a Project as published by the CAISO on the CAISO website; or any successor thereto, unless a substitute publication and/or index is mutually agreed to by the Parties.

“Investment Grade Credit Rating” means a Credit Rating of BBB- or higher by S&P, BBB- or higher by Fitch, or Baa3 or higher by Moody’s.

“Long-Term Contract” means any RPS power purchase and sale agreement between SDG&E and a third party generator which has at least ten (10) years remaining in its delivery term as of the Start Date or, for facilities added to Exhibit A after the Start Date, the date when its generation facilities are added to Exhibit A, which Product has been sold by SDG&E to Seller pursuant to the Upstream Agreement, and from which Seller shall re-sell Product to Buyer under this Confirmation, and which otherwise meets the Seller representations and warranties set forth in Section 1.6 of this Confirmation.

“MW” means megawatt.

“MWh” means megawatt-hour.

“Project” as used herein has the same meaning as “Generating Facility.”

“REC Vintage” means the date of Energy generation found on a WREGIS Certificate.

“Related Confirmation” means that certain Confirmation for Energy and Associated Green Attributes between OCPA (as Buyer) and CEA (as Seller) dated as of the date hereof.

“Replacement Price” means the price at which Buyer, acting in a commercially reasonable manner, purchases at the Delivery Point a replacement for any Product specified in a Transaction but not delivered by Seller, plus (i) costs reasonably incurred by Buyer in purchasing such substitute Product and (ii) additional transmission charges, if any, reasonably incurred by Buyer to the Delivery Point, or at Buyer’s option, the market price at the Delivery Point for such Product not delivered as determined by Buyer in a commercially reasonable manner; provided, however, in no event shall such price include any penalties, ratcheted demand or similar charges, nor shall Buyer be required to utilize or change its utilization of its owned or controlled assets or market positions to minimize Seller’s liability. For the purposes of this definition, Buyer shall be considered to have purchased replacement Product to the extent Buyer shall have entered into one or more arrangements in a commercially reasonable manner whereby Buyer repurchases its obligation to sell and deliver the Product to another party at the Delivery Point.

“Renewable Energy Credits” or “REC” has the meaning set forth in California Public Utilities Code Section 399.12(h) and CPUC Decision D.08-08-028, as applicable to the specific RECs transferred hereunder. Each REC conveys the right to claim title to all attributes corresponding to one megawatt of electric energy generated by an ERR and is evidenced by the transfer of one WREGIS Certificate.

“Reporting Year” means the period beginning January 1 and continuing until December 31 of the subject year (e.g., Reporting Year 2026 means January 1, 2026 through December 31, 2026).

“SDG&E” means San Diego Gas & Electric.

“Upstream Agreement” means that certain Voluntary Allocation Agreement effective as of July 28, 2022, between OCPA and Southern California Edison (and any subsequent related agreements).

“WECC” means the Western Electricity Coordinating Council or its successor organizations.

“WREGIS” means the Western Renewable Energy Generation Information System or any successor renewable energy tracking program.

“WREGIS Certificate” means “Certificate” as defined by WREGIS in the WREGIS Operating Rules and designated by law as eligible for complying with the California RPS Program and for evidencing the RECs associated with the Product.

“WREGIS Operating Rules” means the operating rules and requirements adopted by WREGIS.

**EXHIBIT A**  
**PROJECTS**

**EXHIBIT B**  
**FORM OF LIMITED ASSIGNMENT AGREEMENT**

**CONFIRMATION  
LONG-TERM RPS ENERGY AND GREEN ATTRIBUTES**

This confirmation (“Confirmation”) confirms the Transaction between Clean Energy Alliance, a California joint powers authority (“Party A”) and Orange County Power Authority, a California joint powers authority (“Party B”), each individually a “Party” and together the “Parties”, dated as of [\_\_\_\_\_], 2026 (the “Effective Date”), by which Seller agrees to sell and deliver, and Buyer agrees to purchase and receive, the Product (the “Transaction”). This Transaction is governed by, constitutes part of, and is subject to the terms and provisions of the Edison Electric Institute Master Power Purchase and Sale Agreement dated [\_\_\_\_\_] between the Parties (the “Master Agreement”). In the event of a conflict between the provisions of the Master Agreement and this Confirmation, this Confirmation shall control. This Confirmation and the Master Agreement, including any appendices, exhibits or amendments hereto or thereto, shall collectively be referred to as the “Agreement” and will constitute a single agreement between the Parties with respect to the Transaction. Terms capitalized but not defined herein shall have the meaning as set forth in the Master Agreement or the CAISO Tariff.

The Parties agree as follows:

<b>Seller: OCPA</b>	<b>Buyer: CEA</b>
<b>Product:</b>	<p>The “<u>Product</u>” is Energy and associated Green Attributes generated from the Project.</p> <p>During the Delivery Term, Seller shall deliver and sell, and Buyer shall purchase and receive, the Contract Quantity of this Product, subject to the terms and conditions of this Confirmation. Seller shall not substitute or attempt to deliver any Product, including Green Attributes, from any generating resource other than the Project.</p>
<b>Contract Price:</b>	<p>The “<u>Contract Price</u>” means the Index Price plus the Green Attributes Price.</p> <p>The “<u>Green Attributes Price</u>” means the “RPS Adder” for the calendar year in which the RECs are generated, published by the Energy Division of the CPUC as the “Calculation of the Market Price Benchmarks for the Power Charge Indifference Adjustment Forecast and True Up”, which may be revised in future publications by the CPUC as the final “RPS Adder.</p>
<b>Contract Quantity (MWh):</b>	<p>REC Vintage 2026: 400,000 MWh            REC Vintage 2027: 550,000 MWh            REC Vintage 2028: 550,000 MWh            REC Vintage 2029: 550,000 MWh            REC Vintage 2030: 550,000 MWh            REC Vintage 2031: 550,000 MWh            REC Vintage 2032: 550,000 MWh            REC Vintage 2033: 500,000 MWh            REC Vintage 2034: 500,000 MWh            REC Vintage 2035: 400,000 MWh</p>
<b>Delivery Term:</b>	<p>June 1, 2026 through Dec 31, 2035; provided that, for the sole purpose of matching delivery of RECs with Energy, such period will extend through the date that all RECs associated with such Energy have been delivered from Seller to Buyer in accordance with this Confirmation.</p>

<b>Delivery Point:</b>	Ref. to sample: SP15 (TH_SP15_GEN_APND)
<b>Payment Terms:</b>	See Section 2
<b>Collateral:</b>	None

**This Confirmation is subject to the General Terms and Conditions and Exhibits identified below and attached hereto:**

**Exhibit A – Projects**

**Exhibit B – Form of Limited Assignment Agreement**

IN WITNESS WHEREOF, the Parties have signed this Confirmation effective as of the Effective Date.

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

**CLEAN ENERGY ALLIANCE,**  
a California joint powers authority

By: \_\_\_\_\_  
Name: Joseph P. Mosca  
Title: Chief Executive Officer

By: \_\_\_\_\_  
Name: Gregory Wade  
Title: Chief Executive Officer \_\_\_\_\_

**GENERAL TERMS AND CONDITIONS**

**1. PRODUCT.**

1.1 Seller Delivery Obligation.

(a) Seller’s Conveyance of Energy.

- (i) Beginning on the first day of the Delivery Term and throughout all applicable months of the Delivery Term, Seller shall deliver and sell, and Buyer shall purchase and receive, the Product, subject to the terms and conditions of this Confirmation. Seller will not be obligated to sell or replace any Product that is not or cannot be delivered as a result of Force Majeure or which is not received by Seller pursuant to the Upstream Agreement.
- (ii) The Energy transferred hereunder is transferred immediately to Buyer upon receipt of such Energy by Seller. Should any Energy provided by Seller under this Confirmation be determined to not have been transferred to Buyer immediately or to have originated from a resource other than the Project, Seller shall remedy such failure in a manner reasonably acceptable to Buyer within a reasonable period of time after written notice of such failure is given to Seller by Buyer.

- (iii) In the event that Energy being transferred from Seller to Buyer originates from a Project located outside of the state of California that does not have a pseudo-tie arrangement with the applicable California balancing authority, Seller shall provide Buyer a reconciliation consisting of hourly meter data, tag data and associated calculations, lesser of each by hour, for each vintage month of RECs delivered to Buyer under this Confirmation.
- (b) Seller's Conveyance of Green Attributes.
  - (i) During the Delivery Period, Seller, at its own cost and expense, shall maintain its registration with WREGIS. All Green Attributes transferred by Seller hereunder shall be California RPS-compliant, subject to confirmation by the CEC. Seller shall, at its sole expense, use WREGIS as required pursuant to the WREGIS Operating Rules to effectuate the transfer of Green Attributes to Buyer in accordance with WREGIS reporting protocols and WREGIS Operating Rules.
  - (ii) For each applicable month of the Delivery Period, Seller shall deliver and convey the Green Attributes associated with the California RPS-Eligible Electric Energy delivered pursuant to 1.1(a) above within five (5) days of Seller's receipt of the WREGIS Certificates for the Green Attributes pursuant to the Upstream Agreement. Seller shall deliver and convey such Green Attributes by properly transferring such WREGIS Certificates, in accordance with the rules and regulations of WREGIS, equivalent to the quantity of Green Attributes, to Buyer into Buyer's WREGIS account such that all right, title and interest in and to the WREGIS Certificates shall transfer from Seller to Buyer; provided further, that if Seller fails to properly transfer such WREGIS Certificates to Buyer in accordance with the above due to an error or omission of an administrative or clerical nature and if such failure can be cured with no harm to Buyer, then Seller may cure such failure within thirty (30) days after notice of such failure.
  - (iii) In addition to its other obligations under this Section 1.1, Seller shall convey to Buyer WREGIS Certificates from the Projects that are of the same Vintage Year as the Product that was provided under Section 1.1(a) of this Confirmation.
- (c) Modification of Projects. All Product sold by Seller to Buyer hereunder shall be from the facilities listed in Exhibit A, or subsequently identified pursuant to the Upstream Agreement and the requirements of this Confirmation and otherwise meeting the Seller representations, warranties and covenants set forth herein (each such facility, a "Project" and collectively, the "Projects"). Buyer acknowledges and agrees that under the Upstream Agreement, SCE has the right, at any time and in its sole discretion, to reducing the quantity from a Project or removing a Project from the Upstream Agreement. If a Project is removed from the Upstream Agreement, the Project shall cease to be a Project under this Confirmation. Seller shall provide prompt notice to Buyer upon receipt of any notice to Seller from SCE of any such reduction or termination has occurred. Seller has the right to amend the list of Projects in Exhibit A from time to time with written notice prior to the delivery of Energy from such Project or Projects to reflect SCE's removal of one or more Projects from the Upstream Agreement. Notwithstanding any provision herein to the contrary, Seller may only deliver Product to Buyer from non-emitting, zero-emission generating

facilities. Further, Seller agrees to deliver Product that is hundred percent (100%) from solar generating resources only.

- (d) Quantity of Product. Buyer acknowledges that the quantities of Product available to Seller under the Upstream Agreement is dependent on Seller's load share percentage with SCE, which is subject to adjustment on an annual basis. In the event that a reduction in the load share percentage of Seller under the Upstream Agreement results in a change in the amount of Product available to Seller from each Project that is less than the amount that Seller is obligated to deliver to Buyer pursuant to this Confirmation, then the quantity of Product that Seller is obligated to deliver pursuant to this Confirmation will be reduced accordingly.
- (e) Obligation to Deliver; Remedies for Shortfall. Seller's obligation to deliver the Product is a firm obligation, subject only to Force Majeure and Seller's failure to receive such Product under the Upstream Agreement. In the event that Seller is prevented from delivering the quantity of Product set forth in this Confirmation for a reason set forth in this Section 1.1 and not an event of default by Seller, then Buyer will have the right to make a corresponding reduction in volume of Product pursuant to that certain swap confirmation between Buyer and Seller of even date herewith ("Swap Confirmation"), it being understood that this Confirmation and the Swap Confirmation are intended to match in terms of price and quantity.

1.2 Reserved.

1.3 Change in Law.

- (a) If due to any action by the CPUC or any Governmental Authority, or any change in Applicable Law occurring after the Effective Date that modifies the California RPS such that this Confirmation no longer meets the requirements of the California RPS for this Product (a "Change in Law"), Seller shall use commercially reasonable efforts to obtain compliance with such Change in Law provided that such costs should not be greater than [\$25,000] (the "Capped Amount"). This requirement shall not apply to any Product that was delivered prior to any Change in Law if such Product complied with the California RPS that existed when it was delivered.
- (b) The Parties acknowledge that the CEC and/or CPUC may be modifying mandatory contract language, altering the procurement and product qualification rules, and updating the relevant RPS Eligibility Guidebook in a manner consistent with that legislation. If any statutes, rules, regulations, permits or authorizations are enacted, amended, granted or revoked which have the effect of changing the transfer and sale procedure set forth in this Confirmation so that the implementation of this Transaction becomes impossible or impracticable, or otherwise revokes or eliminates the California RPS or language required to conform to the California RPS, subject to Seller's obligation to use commercially reasonable efforts to obtain compliance with a Change in Law up to the Capped Amount, the Parties hereto agree to negotiate in good faith to amend this Confirmation to conform with such new statutes, regulations, or rules in order to maintain the original intent of the Parties under this Confirmation; provided, however, pending any amendment to this Confirmation, to the extent practicable and lawful, the Parties shall perform their respective obligations hereunder in accordance with Applicable Laws as they existed prior to the effectiveness of such new statutes, regulations, or rules; provided, further, that notwithstanding the

foregoing or anything to the contrary herein, neither Party shall be obligated to perform any obligation hereunder (other than payment obligations) to the extent that doing so would cause such Party to be materially adversely affected. If, after use of commercially reasonable efforts by Seller to obtain compliance with a Change in Law and within thirty (30) days after initiating discussions to amend this Confirmation in accordance with the preceding sentence (“Negotiation Period”), the Parties have not agreed upon any amendments to this Confirmation or other agreed measures such that the Confirmation and/or the Product meet(s) the requirements of the California RPS, either Party may terminate this Confirmation within thirty (30) days after the Negotiation Period upon written notice to the other Party, which shall be effective the next Business Day after such notice is received, and any such termination shall be without liability to either Party, except that Buyer shall remain liable to Seller for any Product delivered prior to the effective date of such termination (including for any RECs associated with Energy already delivered to Buyer).

#### 1.4 RPS Non-Modifiable Standard Terms and Conditions (STC).

**STC 6: Eligibility.** Seller, and, if applicable, its successors, represents and warrants that throughout the Delivery Term of this Agreement that: (i) the Project qualifies and is certified by the CEC as an Eligible Renewable Energy Resource (“ERR”) as such term is defined in Public Utilities Code Section 399.12 or Section 399.16; and (ii) the Project’s output delivered to Buyer qualifies under the requirements of the California Renewables Portfolio Standard. To the extent a change in law occurs after execution of this Agreement that causes this representation and warranty to be materially false or misleading, it shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such change in law. [STC 6, Non-modifiable. D.07-11-025, Attachment A, D.0804009]

**STC REC-1: Transfer of Renewable Energy Credits.** Seller and, if applicable, its successors, represents and warrants that throughout the Delivery Term of this Agreement the Renewable Energy Credits transferred to Buyer conform to the definition and attributes required for compliance with the California Renewables Portfolio Standard, as set forth in California Public Utilities Commission Decision 08-08-028, and as may be modified by subsequent decision of the California Public Utilities Commission or by subsequent legislation. To the extent a change in law occurs after execution of this Agreement that causes this representation and warranty to be materially false or misleading, it shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such change in law. [STC REC-1, Non-modifiable. D.11-01-025]

**STC REC-2: Tracking of RECs in WREGIS.** Seller warrants that all necessary steps to allow the Renewable Energy Credits transferred to Buyer to be tracked in the Western Renewable Energy Generation Information System will be taken prior to the first delivery under the contract. [STC REC-2, Non-modifiable. D.11-01-025]

**STC 17: Applicable Law.** This Agreement and the rights and duties of the parties hereunder shall be governed by and construed, enforced and performed in accordance with the laws of the state of California, without regard to principles of conflicts of law. To the extent enforceable at such time, each party waives its respective right to any jury trial with respect to any litigation arising under or in connection with this Agreement. [STC 17, Nonmodifiable. D.07-11-025, Attachment A, D.08-04-009]

The aggregate “commercially reasonable efforts” expenditures for Eligibility (STC 6), Transfer of RECS (STC REC-1), and Change of Law (Section 1.3) are limited to the Capped Amount.

1.5 Reserved.

1.6 Seller Representations, Warranties and Covenants.

- (a) Seller represents, warrants and covenants, as of the Effective Date and throughout the Delivery Term, that:
  - (i) Seller has the contractual rights to sell all right, title, and interest in the Product agreed to be delivered hereunder, subject to the terms of Section 1.1;
  - (ii) Seller has not sold the Product to be delivered under this Confirmation to any other person or entity;
  - (iii) at the time of delivery, all rights, title, and interest in the Product to be delivered under this Confirmation are free and clear of all liens, taxes, claims, security interests, or other encumbrances of any kind whatsoever;
  - (iv) The facilities included in the Project each: (a) have a first point of interconnection with a California balancing authority, or (b) have a first point of interconnection with distribution facilities used to serve end users within a California balancing authority area, or (c) are scheduled from the eligible renewable energy resource into a California balancing authority without substituting electricity from another source;
  - (v) This Confirmation transfers only Energy and Green Attributes that have been generated during the Delivery Term; and
  - (vi) All Product sold hereunder will be from Long-Term Contracts.
- (b) Seller makes no representation, warranty or covenant with respect to any portfolio content category designation pursuant to California Public Utilities Code Section 399.16, nor any eligibility of the Product to qualify as excess procurement pursuant to California Public Utilities Code Section 399.13(a)(4)(B).
- (c) For the avoidance of doubt, during the Delivery Term, Seller shall act on Buyer's behalf with respect to Energy deliveries to the CAISO and CAISO settlement.

## 2. MONTHLY BILLING SETTLEMENT.

2.1 Monthly Cash Settlement Amount. Buyer shall pay Seller the "Monthly Cash Settlement Amount", in arrears, for each Calculation Period in the amount equal to the sum, of (A) plus (B) minus (C), where:

A = the sum, over all hours of the Calculation Period, of (i) the applicable Energy Price for each hour of Delivered Energy within the applicable CAISO market (i.e. integrated forward market, fifteen minute, and/or Real-Time Market) multiplied by (ii) the quantity of Delivered Energy during the time interval in each respective market; and

B = the Green Attributes Price multiplied by the quantity of Green Attributes (in MWhs) that will be conveyed as described in Section 2.1 and that are associated with the Delivered Energy in the Calculation Period; and

C = the sum, over all hours of the Calculation Period, of (i) the applicable Energy Price for each hour of Delivered Energy within the applicable CAISO market (i.e. integrated forward market, fifteen minute, and/or Real-Time Market) multiplied by (ii) the quantity of Delivered Energy during the time interval in each respective market.

Such Monthly Cash Settlement Amount constitutes payment for the Product, including the Green Attributes, for such applicable Calculation Period. Buyer shall be obligated to make such payments with respect to each applicable Calculation Period notwithstanding the fact that the Green Attributes associated with a particular Calculation Period may be delivered or credited to Buyer's WREGIS account subsequent to the conclusion of the applicable Calculation Period in accordance with 1.1(b)(ii), provided that if Seller fails to comply with the provisions of Section 1.1(b)(ii), Buyer shall be entitled to exercise all rights and remedies available to Buyer under this Confirmation for Seller's failure to deliver the Product.

- 2.2 Annual True-Up. If the CPUC publishes the "Calculation of the Market Price Benchmarks for the Power Charge Indifferent Adjustment Forecast and True Up" which has a final "RPS Adder" for a calendar year that differs from the Green Attributes Price invoiced to and paid by the Buyer for the Product for that same calendar year, Seller will adjust future invoices to account for such differences. Subject to the other terms of this Confirmation, no interest shall be paid on the amount of any adjustments due to the publishing of a final "RPS Adder."
- 2.3 Monthly Billing. The calendar month shall be the standard period for all payments under this Confirmation (other than Termination Payments and as otherwise specified in this Confirmation). As soon as practicable after the end of each month, Seller will render to the Buyer an invoice for the payment obligations, if any, determined hereunder for the preceding month.
- 2.4 Payment Due Date. The Parties hereby agree that all invoices under this Confirmation shall be due and payable on the later of (a) the twentieth (20th) day of the month in which Seller delivered such invoice, provided that if such day is not a Business Day, then such invoice will be due and payable on the next Business Day, and (b) the tenth (10<sup>th</sup>) Business Day after Buyer's receipt of Seller's invoice. The Parties acknowledge that, due to the timing of their creation in WREGIS, Green Attributes may not have been delivered to Buyer at the time of the invoice or payment for the Calculation Period with which they are associated. Seller shall promptly transfer Green Attributes to Buyer after their creation in accordance with Section 1.1(b)(ii).
3. **LIMITED ASSIGNMENT**. Notwithstanding anything in the Agreement to the contrary, Buyer may make a limited assignment in connection with a municipal prepayment financing transaction to an entity (such entity, "Limited Assignee") that has, or that provides a parent guaranty in a form and substance reasonably acceptable to Seller from an entity with, an Investment Grade Credit Rating, of Buyer's right to receive Product (which shall not be for retail sale) and its obligation to make payments to Seller, which assignment (x) shall be expressly subject to the Limited Assignee's timely payment of amounts due under this Confirmation and (y) shall not relieve Buyer of any of its obligations under this Confirmation in any respects, at any time upon not less than thirty (30) days' Notice by delivering a written request for such assignment, which request must include a proposed form of agreement substantially in the form attached hereto as Exhibit B (subject to the Parties' good faith negotiation to finalize such agreement), or as otherwise reasonably acceptable to Seller. Seller agrees to (i) comply with Limited Assignee's reasonable requests for know-your-customer and similar account opening information and documentation with respect to Seller, including but not limited to information related to forecasted generation, credit rating, and compliance with antimoney laundering rules, the Dodd-Frank Act, the Commodity Exchange Act, the Patriot Act and similar

rules, regulations, requirements and corresponding policies; and (ii) in good faith cooperate and work with Buyer and Limited Assignee to agree on such assignment agreement.

4. **TAXES AND FEES.** Seller shall pay or cause to be paid all taxes on or with respect to the Product or this Transaction arising prior to the Delivery Point. Buyer shall pay or cause to be paid all taxes on or with respect to the Product or this Transaction at and from the Delivery Point. As used herein “taxes” means, but is not limited to, any or all ad valorem, property, occupation, severance, first use, conservation, gross receipts, privilege, sales, use, consumption, excise, lease, transaction, and other taxes, governmental charges, licenses, fees, permits and assessments, or increases therein.

5. **FORCE MAJEURE.** To the extent either Party is prevented by Force Majeure from carrying out, in whole or part, its obligations under this Confirmation and such Party (the “Claiming Party”) gives notice and details of the Force Majeure to the other Party as soon as practicable, then the Claiming Party shall be excused from the performance of its obligations (other than the obligation to make payments then due or becoming due with respect to performance prior to the Force Majeure). The Claiming Party shall remedy the Force Majeure with all reasonable dispatch. The non-Claiming Party shall not be required to perform or resume performance of its obligations to the Claiming Party corresponding to the obligations of the Claiming Party excused by Force Majeure.

6. **REMEDIES FOR FAILURE TO DELIVER/RECEIVE.**

6.1 If Seller fails to deliver all or part of the Product under this Confirmation, and such failure is not excused under the terms of the Product or by Buyer's failure to perform, then Seller shall pay Buyer within ten 10 Business Days of invoice receipt, an amount for such deficiency equal to the amount for such deficiency equal to the positive difference, if any, obtained by subtracting the Green Attributes Price from the Replacement Price. The invoice for such amount shall include a written statement explaining in reasonable detail the calculation of such amount.

6.2 If Buyer fails to receive all or part of the Product pursuant to this Confirmation and such failure is not excused under the terms of the Product or by Seller's failure to perform, then Buyer shall pay Seller within ten 10 Business Days of invoice receipt, an amount for such deficiency equal to . The invoice for such amount shall include a written statement explaining in reasonable detail the calculation of such amount.

6.3 In addition to Seller's remedies under Section 6.2 above, Seller's obligation to deliver the Contract Quantity may be reduced at Seller's option in the event Buyer fails to deliver, for any reason, any portion of the contract quantity of product set forth in that certain confirmation between Party A and Party B of even date herewith (“Related Confirmation”); provided, however, that Seller's obligation to deliver the Contract Quantity of Product may not be reduced by an amount greater than the contract quantity of product that Buyer failed to deliver under the Related Confirmation. Seller's rights under this provision are cumulative and in addition to Seller's rights under the Related Confirmation.

7. **REMEDIES UPON DEFAULT.**

7.1 Liquidated Damages. Buyer and Seller agree this Section 7 in its entirety represents the liquidated damages of each, and no part hereof represents a penalty.

7.2 Remedies. If either Party is subject to an Event of Default, then the other Party (the “Non-Defaulting Party”) may select any or all of the following remedies: (i) to designate a day, no earlier than the day such notice is effective and no later than twenty (20) days after such notice is effective, as an early termination date (“Early Termination Date”) on which the Transaction will be terminated (the “Terminated Transaction”), accelerate all amounts owing between the

Parties and liquidate and terminate the Transaction (ii) withhold any payments due in respect of this Confirmation to the extent of its damages pursuant to this Section 7, (iii) suspend performance, and (iv) exercise such remedies as provided in this Confirmation, including an action for damages (except as limited by Section 7.5).

7.3 Termination Payment. With respect to any Terminated Transaction:

- (a) The Non-Defaulting Party shall aggregate into a single liquidated amount expressed in U.S. Dollars payable by the Defaulting Party or the Non-Defaulting Party, as applicable: (i) its Losses or Gains, and Costs, in each case solely in respect of the undelivered portion of the Contract Quantity for each year of the Delivery Term, *minus* (ii) any and all other amounts due and owing to the Defaulting Party under this Confirmation, *plus* (iii) any and all other amounts due and owing to the Non-Defaulting Party under this Confirmation (the "Termination Payment"). If the Termination Payment is a positive number, the Defaulting Party will pay it to the Non-Defaulting Party; if it is a negative number, the Non-Defaulting Party will pay the absolute value of the Termination Payment to the Defaulting Party.
- (b) Any Termination Payment due under subsection (a) shall be due within ten (10) Business Days following the Defaulting Party's receipt of notice of the Termination Payment.
- (c) Any Non-Defaulting Party shall be obligated to use commercially reasonable efforts to mitigate its Costs, Losses and damages resulting from any Event of Default of the other Party under this Confirmation; provided, that in no event will the Non-Defaulting Party be required to use or change its utilization of its owned or controlled assets or market positions to mitigate its Costs, Losses and damages.

7.4 Calculation Disputes. If the Defaulting Party disputes the Non-Defaulting Party's calculation of the Termination Payment, in whole or in part, the Defaulting Party will, within five (5) Business Days of receipt of the Non-Defaulting Party's calculation, provide the Non-Defaulting Party a detailed written explanation of the basis for such dispute.

7.5 Limitation on Damages. The Defaulting Party's liability will be limited to the Termination Payment as set forth in Section 7.3.

7.6 Exclusive Remedy. UNLESS EXPRESSLY HEREIN PROVIDED, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED HEREUNDER CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS. ALL OTHER REMEDIES OR DAMAGES FOR FAILURE TO SELL OR PURCHASE PRODUCT AT LAW OR IN EQUITY ARE HEREBY WAIVED.

8. CREDIT TERMS. Notwithstanding anything herein or in the Master Agreement to the contrary, Performance Assurance shall not be required from either Party in connection with this Transaction.

9. **WAIVER.** No delay or omission by a Party in the exercise of any right under this Confirmation shall be taken, construed or considered as a waiver or relinquishment thereof, and any such right may be exercised from time to time and as often as may be deemed expedient. If any of the terms and conditions hereof are breached and thereafter waived by a Party, such waiver shall be limited to the particular breach so waived and is not deemed to waive any other breach hereunder.
10. **COUNTERPARTS.** This Confirmation may be signed in any number of counterparts with the same effect as if the signatures to the counterparts were upon a single instrument. The Parties may rely on electronic or scanned signatures as originals under this Confirmation. Delivery of an executed signature page of this Confirmation by electronic mail transmission (including PDF) shall be the same as delivery of a manually executed signature page.
11. **ENTIRE AGREEMENT.** This Confirmation sets forth the terms of the Transaction into which the Parties have entered and the Agreement shall constitute the entire agreement between the Parties relating to the contemplated purchase and sale of the Product. Notwithstanding any other provision of the Agreement, this Transaction may be entered into only through a written instrument executed by both Parties, and no amendment or modification to this Confirmation shall be enforceable except through a written instrument executed by both Parties.
12. **DEFINITIONS.**

“Applicable Law” means any statute, law, treaty, rule, tariff, regulation, ordinance, code, permit, enactment, injunction, order, writ, decision, authorization, judgment, decree or other legal or regulatory determination or restriction by a court or Governmental Authority of competent jurisdiction, or any binding interpretation of the foregoing, as any of them is amended or supplemented from time to time, that apply to either or both of the Parties, the Generating Facilities, the California RPS, or the terms of the Agreement.

“CAISO” means the California Independent System Operator Corporation or the successor organization to the functions thereof.

“CAISO Energy” has the meaning set forth in the CAISO Tariff.

“CAISO Tariff” means the California Independent System Operator Corporation Agreement and Tariff, Business Practice Manuals (BPMs), and Operating Procedures, including the rules, protocols, procedures and standards attached thereto, as the same may be amended or modified from time-to-time and approved by the Federal Energy Regulatory Commission or any successor entity performing similar functions.

“Calculation Period” means each calendar month, or portion thereof, during the Delivery Term.

“California RPS” or “California Renewables Portfolio Standard” means the California renewables portfolio standard, as set forth in Cal. Pub. Util. Code §§ 399.11 et seq. and requiring that a specified percentage of a retail seller’s retail sales should be supplied with electricity generated by eligible ERRs, as administered by the CPUC as set forth in applicable CPUC Decisions (“D”), including D.11-12-052, and as may be modified by subsequent decision of the CPUC or by subsequent legislation, and regulations promulgated with respect thereto.

“CEC” means the California Energy Commission or any successor entity performing similar functions.

“Change in Law” has the meaning set forth in Section 1.3 hereof, and “change in law” when used herein means Change in Law.

“Contract Price” has the meaning set forth on page 1 of this Confirmation.

“Contract Quantity” has the meaning set forth on page 1 of this Confirmation.

“CPUC” means the California Public Utilities Commission or any successor entity performing similar functions.

“Delivery Point” has the meaning set forth on page 1 of this Confirmation.

“Delivery Term” has the meaning set forth on page 1 of this Confirmation.

“Energy” means electrical energy, measured in MWh, generated by the Project.

“Exhibit(s)” shall be those certain Exhibit(s), which are attached hereto and made a part hereof.

“Force Majeure” means an event or circumstance which prevents one Party from performing its obligations under this Confirmation, which event or circumstance was not anticipated as of the Effective Date, which is not within the reasonable control of, or the result of the negligence of, the Claiming Party, and which, by the exercise of due diligence, the Claiming Party is unable to overcome or avoid or cause to be avoided. Force Majeure shall not be based on (i) the loss of Buyer’s markets; (ii) Buyer’s inability economically to use or resell the Product purchased hereunder; or (iii) Seller’s ability to sell the Product at a price greater than the Contract Price.

“Governmental Authority” means any federal, state, local or municipal government, governmental department, commission, board, bureau, agency, or instrumentality, or any judicial, regulatory or administrative body, or the CAISO or any other transmission authority, having or asserting jurisdiction over a Party or the Agreement.

“Green Attributes” means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the generation from the Project, and its avoided emission of pollutants. Green Attributes include but are not limited to Renewable Energy Credits, as well as: (a) any avoided emission of pollutants to the air, soil or water such as sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO) and other pollutants; (b) any avoided emissions of carbon dioxide (CO<sub>2</sub>), methane (CH<sub>4</sub>), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth’s climate by trapping heat in the atmosphere; (c) the reporting rights to these avoided emissions, such as Green Tag Reporting Rights. Green Tag Reporting Rights are the right of a Green Tag Purchaser to report the ownership of accumulated Green Tags in compliance with federal or state law, if applicable, and to a federal or state agency or any other party at the Green Tag Purchaser’s discretion, and include without limitation those Green Tag Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program. Green Tags are accumulated on a MWh basis and one Green Tag represents the Green Attributes associated with one (1) MWh of Energy. Green Attributes do not include (i) any Energy, capacity, reliability or other power attributes from the Project, (ii) production tax credits associated with the construction or operation of the Project and other financial incentives in the form of credits, reductions, or allowances associated with the Project that are applicable to a state or federal income taxation obligation, (iii) fuel-related subsidies or “tipping fees” that may be paid to Seller to accept certain fuels, or local subsidies received by the generator for the destruction of particular preexisting pollutants or the promotion of local environmental benefits, or (iv) emission reduction credits encumbered or used by the Project for compliance with local, state, or federal operating and/or air quality permits. If the Project is a biomass or biogas facility and Seller receives any tradable Green Attributes based on the greenhouse gas reduction benefits or other emission offsets attributed to its fuel usage, it shall provide Buyer with sufficient Green Attributes to ensure that there are zero net emissions associated with the production of electricity from the Project.

“Green Attributes Price” has the meaning set forth on page 1 of this Confirmation.

“Index Price” means the CAISO Integrated Forward Market Day-Ahead price (as such term is defined in the CAISO Tariff) at the Pricing Node for each applicable hour of a Project as published by the CAISO on the CAISO website; or any successor thereto, unless a substitute publication and/or index is mutually agreed to by the Parties.

“Investment Grade Credit Rating” means a Credit Rating of BBB- or higher by S&P, BBB- or higher by Fitch, or Baa3 or higher by Moody’s.

“Long-Term Contract” means any RPS power purchase and sale agreement between SCE and a third party generator which has at least ten (10) years remaining in its delivery term as of the Start Date or, for facilities added to Exhibit A after the Start Date, the date when its generation facilities are added to Exhibit A, which Product has been sold by SCE to Seller pursuant to the Upstream Agreement, and from which Seller shall re-sell Product to Buyer under this Confirmation, and which otherwise meets the Seller representations and warranties set forth in Section 1.6 of this Confirmation.

“MW” means megawatt.

“MWh” means megawatt-hour.

“Project” as used herein has the same meaning as “Generating Facility.”

“REC Vintage” means the date of Energy generation found on a WREGIS Certificate.

“Related Confirmation” means that certain Confirmation for Energy and Associated Green Attributes between OCPA (as Buyer) and CEA (as Seller) dated as of the date hereof.

“Replacement Price” means the price at which Buyer, acting in a commercially reasonable manner, purchases at the Delivery Point a replacement for any Product specified in a Transaction but not delivered by Seller, plus (i) costs reasonably incurred by Buyer in purchasing such substitute Product and (ii) additional transmission charges, if any, reasonably incurred by Buyer to the Delivery Point, or at Buyer’s option, the market price at the Delivery Point for such Product not delivered as determined by Buyer in a commercially reasonable manner; provided, however, in no event shall such price include any penalties, ratcheted demand or similar charges, nor shall Buyer be required to utilize or change its utilization of its owned or controlled assets or market positions to minimize Seller’s liability. For the purposes of this definition, Buyer shall be considered to have purchased replacement Product to the extent Buyer shall have entered into one or more arrangements in a commercially reasonable manner whereby Buyer repurchases its obligation to sell and deliver the Product to another party at the Delivery Point.

“Renewable Energy Credits” or “REC” has the meaning set forth in California Public Utilities Code Section 399.12(h) and CPUC Decision D.08-08-028, as applicable to the specific RECs transferred hereunder. Each REC conveys the right to claim title to all attributes corresponding to one megawatt of electric energy generated by an ERR and is evidenced by the transfer of one WREGIS Certificate.

“Reporting Year” means the period beginning January 1 and continuing until December 31 of the subject year (e.g., Reporting Year 2026 means January 1, 2026 through December 31, 2026).

“SCE” means Southern California Edison.

“Upstream Agreement” means that certain Voluntary Allocation Agreement effective as of July 28, 2022, between OCPA and Southern California Edison (and any subsequent related agreements).

“WECC” means the Western Electricity Coordinating Council or its successor organizations.

“WREGIS” means the Western Renewable Energy Generation Information System or any successor renewable energy tracking program.

“WREGIS Certificate” means “Certificate” as defined by WREGIS in the WREGIS Operating Rules and designated by law as eligible for complying with the California RPS Program and for evidencing the RECs associated with the Product.

“WREGIS Operating Rules” means the operating rules and requirements adopted by WREGIS.

**EXHIBIT A**  
**PROJECTS**

**EXHIBIT B**  
**FORM OF LIMITED ASSIGNMENT AGREEMENT**

**LIMITED ASSIGNMENT AGREEMENT  
([Project Name])**

This Limited Assignment Agreement (this “**Agreement**”) is entered into as of [\_\_\_\_], 202[ ] (the “**Assignment Agreement Effective Date**”) by and among Clean Energy Alliance, a California joint powers authority (“**PPA Seller**”), Orange County Power Authority, a [\_\_\_\_] (“**PPA Buyer**”), and Morgan Stanley Capital Group Inc., a Delaware corporation (“**MSCG**”).

**RECITALS**

**WHEREAS**, PPA Buyer and PPA Seller are parties to that certain PPA identified on Appendix 1 hereto;

**WHEREAS**, in connection with one or more prepaid Energy transactions entered into between the Issuer, and a Prepay Seller, and with effect from and including the Assignment Period Start Date, PPA Buyer wishes to transfer by limited assignment to MSCG, and MSCG wishes to accept the transfer by limited assignment of, the Assigned Rights and Obligations with respect to any and all Assignment Appendices during the Assignment Period;

**WHEREAS**, pursuant to this Agreement, during the Assignment Period, MSCG will receive the Assigned Products specified in any and all Assignment Appendices in effect from time to time and MSCG will deliver such Assigned Products to Prepay Seller(s), which will deliver such Assigned Products to Issuer for ultimate delivery to PPA Buyer; and

**WHEREAS**, pursuant to this Agreement, during the Assignment Period, MSCG will assume responsibility for the Delivered Product Payment Obligation with respect to any and all Assignment Appendices then in effect.

**THEREFORE**, in consideration of the premises above and the mutual covenants and agreements herein set forth, PPA Seller, PPA Buyer and MSCG (the “**Parties**” hereto and each individually a “**Party**”) agree as follows:

**AGREEMENT**

**1. Definitions.**

Unless the context otherwise specifies or requires, or defined below, capitalized terms used but not defined in this Agreement have the meanings set forth in the PPA. The following terms, when used in this Agreement and identified by the capitalization of the first letter thereof, have the respective meanings set forth below, unless the context otherwise requires:

“**Agreement**” has the meaning specified in the first paragraph above.

“**Assigned Products**” means [the Product] under and as defined in the PPA.

**“Assigned Rights and Obligations”** means (i) the right of PPA Buyer under the PPA to receive the Assigned Products in each Month as specified in any and all Assignment Appendices then in effect during the Assignment Period, and (ii) the Delivered Product Payment Obligation, which rights and obligations are transferred and conveyed to MSCG hereunder, but which shall not relieve PPA Buyer of its obligations under the PPA in any respects.

**“Assignment Agreement Effective Date”** has the meaning set forth in the first paragraph above.

**“Assignment Appendix”** means each Assignment Appendix in the form attached hereto as Appendix 2 and delivered by MSCG hereunder pursuant to Section 11(f).

**“Assignment Appendix End Date”** has, with respect to each Assignment Appendix, the meaning specified therein.

**“Assignment Appendix Period”** means, with respect to each Assignment Appendix, the period from the Assignment Appendix Start Date to the Assignment Appendix End Date; provided that no Assignment Appendix Period may commence prior to the Assignment Period Start Date and no Assignment Appendix Period may extend beyond the Assignment Period End Date.

**“Assignment Appendix Start Date”** has, with respect to each Assignment Appendix, the meaning specified therein.

**“Assignment Early Termination Date”** has the meaning specified in Section 5(b).

**“Assignment Period”** has the meaning specified in Section 5(a).

**“Assignment Period End Date”** means 11:59:59 p.m. pacific prevailing time on [\_\_\_\_], 20[\_\_\_\_].

**“Assignment Period Start Date”** means [\_\_\_\_] 1, 20[\_\_\_\_].

**“Business Day”** has the meaning specified in the Prepaid Agreement.

**“Claims”** means all claims or actions, threatened or filed, and the resulting losses, damages, expenses, attorneys’ fees, experts’ fees, and court costs, whether incurred by settlement or otherwise, and whether such claims or actions are threatened or filed prior to or after the termination of this Agreement, in each case arising under, in respect of or related in any way to the PPA or any transaction thereunder, except for the Delivered Product Payment Obligation.

**“Custodian”** has, with respect to each Assignment Appendix, the meaning specified therein.

**“Custody Agreement”** has, with respect to each Assignment Appendix, the meaning specified therein.

**“Day-Ahead Average Price”** has the meaning specified in Appendix 1.

**“Delivered Product Payment Obligation”** has the meaning specified in Section 3(a).

**“Delivery Point”** has the meaning specified in Appendix 1.

**“Energy”** means three-phase, 60-cycle alternating current electric energy, expressed in megawatt hours (“MWh”).

**“Government Agency”** means the United States of America, any state thereof, any municipality, or any local jurisdiction, or any political subdivision of any of the foregoing, including, but not limited to, courts, administrative bodies, departments, commissions, boards, bureaus, agencies, or instrumentalities.

**“Issuer”** has, with respect to each Assignment Appendix, the meaning specified therein.

**“Month”** means a calendar month.

**“MSCG”** has the meaning specified in the first paragraph of this Agreement.

**“Person”** means any individual, corporation, partnership, joint venture, trust, unincorporated organization, or Government Agency.

**“PPA Buyer”** has the meaning specified in the first paragraph of this Agreement.

**“PPA Seller”** has the meaning specified in the first paragraph of this Agreement.

**“Prepaid Agreement”** has, with respect to each Assignment Appendix, the meaning specified therein.

**“Prepay Power Supply Contract”** has, with respect to each Assignment Appendix, the meaning specified therein.

**“Prepay Seller”** has, with respect to each Assignment Appendix, the meaning specified therein.

**“Receivables”** has the meaning given to such term in Section 3(e).

**“Retained Rights and Obligations”** has the meaning specified in Section 3.

## **2. Transfer and Undertakings.**

(a) PPA Buyer hereby assigns, transfers and conveys to MSCG all right, title and interest in and to the rights of PPA Buyer under the PPA to receive delivery of the Assigned Products specified in any and all Assignment Appendices then in effect during the Assignment Period. In connection with this assignment, PPA Buyer hereby delegates to MSCG the Assigned Rights and Obligations during the Assignment Period.

(b) PPA Seller hereby consents to PPA Buyer’s assignment, transfer and conveyance of all right, title and interest in and to the Assigned Products specified in any and

all Assignment Appendices then in effect and, subject to Section 3(a), the delegation of the Assigned Rights and Obligations to MSCG and the exercise and performance by MSCG of the Assigned Rights and Obligations during the Assignment Period.

- (c) MSCG hereby accepts such assignment, transfer and conveyance of PPA Buyer's right, title and interest in and to the Assigned Products specified in any and all Assignment Appendices then in effect during the Assignment Period, PPA Buyer's delegation of the Assigned Rights and Obligations during the Assignment Period and agrees to perform any such Assigned Rights and Obligations due from it during the Assignment Period to the extent expressly set forth in this Agreement.

### **3. Limited Assignment.**

The Parties acknowledge and agree that (i) the Assigned Rights and Obligations include only a portion of PPA Buyer's and PPA Seller's rights and obligations arising under the PPA, and that all rights and obligations arising under the PPA that are not expressly included in the Assigned Rights and Obligations shall be "**Retained Rights and Obligations**", and (ii) the Retained Rights and Obligations include all rights and obligations of PPA Buyer and PPA Seller arising during the Assignment Period except the rights and obligations expressly included in the Assigned Rights and Obligations. In this regard:

- (a) **Limited to Delivered Product Payment Obligation.** MSCG's sole payment obligation hereunder will be to pay the Floating Price Payments into the Custodial Account as such terms are defined in and described on Appendix 1 (the "**Delivered Product Payment Obligation**"), which Delivered Product Payment Obligation shall credit against and reduce the amounts otherwise due from PPA Buyer to PPA Seller under the PPA for each Month of the Assignment Period. MSCG and PPA Buyer each agree to instruct the Custodian in accordance with Section 3(c) hereof to pay PPA Seller for the Assigned Products delivered during each Month of the Assignment Period specified in any and all Assignment Appendices then in effect on each applicable payment date under the "Payment" section of the PPA. PPA Buyer shall remain responsible for any payment obligations under the PPA during the Assignment Period specified in any and all Assignment Appendices then in effect, including in the event that either (i) MSCG does not make the payments into the Custodial Account or (ii) the Custodian does not make the payments to the PPA Seller from the Custodial Account as described above.

- (b) **Retained Rights and Obligations.** Any Claims (other than the Delivered Product Payment Obligation or a failure to perform the same) arising or existing in connection with or related to the PPA, whether related to performance by PPA Seller, PPA Buyer or MSCG, and whether arising before, during or after the Assignment Period, in each case excluding the Delivered Product Payment Obligation, will be included in the Retained Rights and Obligations and any such Claims will be resolved exclusively between PPA Seller and PPA Buyer in accordance with the PPA. For the avoidance of doubt, the Parties acknowledge and agree that any invoice adjustments or reconciliations occurring after the initial settlement of amounts due under a monthly invoice shall be resolved solely between PPA Seller and PPA Buyer pursuant to the terms of the PPA.

(c) **Invoicing.** During the Assignment Period specified in any and all Assignment Appendices then in effect, PPA Seller shall continue to provide PPA Buyer a monthly invoice of amounts owing under the PPA, which invoice shall show the total amount due to PPA Seller under the PPA for such Month (the “**Monthly Gross Amount**”). Promptly following PPA Buyer’s receipt of each monthly invoice from PPA Seller during the Assignment Period specified in any and all Assignment Appendices then in effect and, in any event, no later than five (5) Business Days thereafter, PPA Buyer shall deliver (i) a copy of such monthly invoice and the related supporting data to MSCG and (ii) a statement to each of MSCG and the Custodian indicating (A) the Monthly Gross Amount; (B) the Delivered Product Payment Obligation; and (C) the “**Retained Payment Obligation**”, which shall be an amount equal to the Monthly Gross Amount minus the Delivered Product Payment Obligation. PPA Buyer and MSCG covenant and agree to instruct the Custodian to pay the Monthly Gross Amount to PPA Seller on or before the applicable payment date in the PPA; provided that (x) the liability of MSCG hereunder to PPA Seller is limited as described on Appendix 1 [and (y) the Monthly Gross Amount payable to PPA Seller shall be reduced to the extent that PPA Buyer disputes any of the invoiced amounts pursuant to Section [ ] of the PPA]<sup>1</sup>. PPA Buyer and MSCG may agree in a separate writing as to the allocation of the Monthly Gross Amount between PPA Buyer and MSCG of amounts paid by the Custodian to PPA Seller hereunder. At all times, PPA Buyer remains liable to PPA Seller for all amounts due and owing under the PPA.

(d) **Scheduling.** All scheduling of Energy included in the Assigned Products and other communications related to the PPA shall take place between PPA Buyer and PPA Seller pursuant to the terms of the PPA; provided that during any Assignment Period specified in any and all Assignment Appendices then in effect (i) PPA Buyer will provide copies of all billing statements and generation reports provided by PPA Seller to PPA Buyer in accordance with the PPA delivered during the Assignment Period specified in any and all Assignment Appendices then in effect to MSCG and Issuer promptly upon PPA Buyer’s receipt; (ii) title to Assigned Products specified in any and all Assignment Appendices then in effect will pass to MSCG upon delivery by PPA Seller at the Delivery Point in accordance with the PPA; (iii) immediately thereafter, title to such Assigned Products will pass to one or more Prepay Sellers (as set forth in the applicable Assignment Appendix), Issuer (as set forth in the applicable Assignment Appendix) and then to PPA Buyer upon delivery by MSCG at the same point where title is passed to MSCG pursuant to clause (ii) above; and (iv) PPA Buyer will be deemed to be acting as MSCG’s agent with regard to scheduling Assigned Products.

(e) **Amendments.** PPA Buyer will provide written notice (including copies thereof) of any proposed or actual amendment, waiver, supplement, modification, or other changes to the PPA to MSCG relating to the Assigned Rights and Obligations, and the Parties hereby acknowledge and agree that an amendment, waiver, supplement, modification or other change will not have any effect on MSCG’s rights or obligations under this Agreement unless MSCG receives prior written notice thereof.

(f) **Setoff of Receivables.** Pursuant to the applicable Prepaid Agreement(s), Prepay Seller(s) has agreed to purchase the rights to payment of the net amounts owed by PPA Buyer

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<sup>1</sup> NTD: For inclusion to the extent the PPA includes a provision allowing OCPA to withhold payment for disputed amounts.

under the applicable Prepay Power Supply Contract (“**Receivables**”) in the case of non-payment by PPA Buyer. To the extent any such Receivables relate to Assigned Products purchased by MSCG pursuant to the Assigned Rights and Obligations, the applicable Prepay Seller may sell such Receivables to MSCG and MSCG may transfer such Receivables (excluding any penalties, late payment fees, late payment interest or other fees, costs or interest included in such Receivables) to PPA Seller and apply the face amount of such Receivables (excluding any penalties, late payment fees, late payment interest or other fees, costs or interest included in such Receivables) as a reduction to any Delivered Product Payment Obligation; provided, however, that (1) at no time shall PPA Seller be required to pay MSCG for any amounts by which such Receivables exceed any Delivered Product Payment Obligation then due and owed to PPA Seller and (2) at all times, PPA Buyer remains liable to PPA Seller for all amounts due and owing under the PPA. To effect such transfer, MSCG shall deliver to PPA Seller a notice of intent to transfer Receivables not later than the payment due date for the Delivered Product Payment Obligation and shall deliver to PPA Seller a bill of sale signed by MSCG not later than five Business Days thereafter.

#### **4. Forward Contract.**

The Parties acknowledge and agree that this Agreement is intended to constitute a “forward contract” and that the Parties are intended to constitute “forward contract merchants” within the meaning of the United States Bankruptcy Code.

#### **5. Assignment Period; Assignment Early Termination.**

(a) **Assignment Period.** The “**Assignment Period**” under an Assignment Appendix shall begin on the Assignment Appendix Start Date and extend until the Assignment Appendix End Date or as otherwise terminated early pursuant to Section 5(b); provided that in no event shall the Assignment Period extend beyond an Assignment Early Termination Date with respect to such Assignment Appendix; provided further that the Assignment Period under an Assignment Appendix will automatically terminate upon the expiration or early termination of either the Delivery Period (as defined in the PPA) or the PPA.

(b) **Early Termination.** An “**Assignment Early Termination Date**” will occur under the following circumstances and as of the dates and for the applicable Assignment Appendices specified below:

- (1) the assignment of a Prepay Power Supply Contract by PPA Buyer or Issuer pursuant to Article XIII thereof shall result in an Assignment Early Termination Date for the Assignment Period under the relevant Assignment Appendix, which Assignment Early Termination Date for the applicable Assignment Period(s) shall occur immediately as of the time of such assignment;
- (2) the suspension, expiration, or termination of performance of the PPA by either PPA Buyer or PPA Seller for any reason other than the occurrence of an Uncontrollable Force under and as defined in the PPA shall result in an Assignment Early Termination Date for all Assignment Appendices then in

effect, which Assignment Early Termination Date shall occur immediately as of the time of PPA Seller's last performance under the PPA following such suspension, expiration, or termination;

- (3) the election of MSCG in its sole discretion to declare an Assignment Early Termination Date as a result of (a) any event or circumstance that would give either PPA Buyer or PPA Seller the right to terminate or suspend performance under the PPA (regardless of whether PPA Buyer or PPA Seller exercises such right) or (b) the execution of an amendment, waiver, supplement, modification or other change to the PPA that affects the Assigned Rights and Obligations or MSCG's rights or obligations under this Agreement (provided that MSCG shall not have a right to terminate under this Section 5(b)(3) to the extent that MSCG (i) receives prior notice of such change and (ii) provides its written consent thereto), which Assignment Early Termination Date shall occur under all Assignment Appendices then in effect upon the date set forth in a written notice of such election delivered by MSCG to PPA Buyer and PPA Seller;
- (4) termination or suspension of deliveries for any reason other than force majeure under the applicable Prepaid Agreement or the applicable Prepay Power Supply Contract shall result in an Assignment Early Termination Date for the Assignment Period under the relevant Assignment Appendix, which Assignment Early Termination Date for the applicable Assignment Period(s) shall occur immediately as of the time of the last deliveries under the relevant contract following such suspension or termination;
- (5) the election of PPA Seller in its sole discretion to declare an Assignment Early Termination Date if MSCG fails to pay when due any amounts owed to PPA Seller in respect of any Delivered Product Payment Obligation and such failure continues for five Business Days following receipt by MSCG of written notice thereof, which Assignment Early Termination Date shall occur under all Assignment Appendices then in effect upon the date set forth in a written notice of such election delivered by PPA Seller to MSCG and PPA Buyer; or
- (6) the election of PPA Seller in its sole discretion to declare an Assignment Early Termination Date if either (a) an involuntary case or other proceeding is commenced against MSCG seeking liquidation, reorganization or other relief with respect to it or its debts under any applicable Federal or State bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium or similar law now or hereafter in effect or seeking the appointment of a custodian, receiver, liquidator, assignee, trustee, sequestrator or similar official of it or any substantial part of its property, and such involuntary case or other proceeding shall remain undismissed and unstayed, or an order or decree approving or ordering any of the foregoing is entered and continued unstayed and in effect, in any such event, for a period of 60 days, or (b) MSCG commences a voluntary case or proceeding under any applicable

Federal or State bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium or other similar law or any other case or proceeding to be adjudicated as bankrupt or insolvent, or MSCG consents to the entry of a decree or order for relief in an involuntary case or proceeding under any applicable Federal or State bankruptcy, insolvency, reorganization or other similar law or to the commencement of any bankruptcy or insolvency case or proceeding against it, files a petition or answer or consent seeking reorganization or relief under any applicable Federal or State law, or consents to the filing of such petition or to the appointment of or taking possession by a custodian, receiver, liquidator, assignee, trustee, sequestrator or similar official of MSCG or any substantial part of its property, or makes an assignment for the benefit of creditors, or admits in writing its inability to pay its debts generally as they become due, which Assignment Early Termination Date shall occur under all Assignment Appendices then in effect immediately on the date of PPA Seller's delivery of notice of its election to MSCG and PPA Buyer.

(c) **Reversion of Assigned Rights and Obligations.** The Parties acknowledge and agree that upon the occurrence of an Assignment Early Termination Date the Assigned Rights and Obligations under each applicable Assignment Appendix will revert from MSCG to PPA Buyer. Any Assigned Rights and Obligations under an Assignment Appendix that would become due for payment or performance on or after such Assignment Early Termination Date with respect to such Assignment Appendix shall immediately and automatically revert from MSCG to PPA Buyer; provided that (i) MSCG shall remain responsible for the Delivered Product Payment Obligation with respect to any Assigned Products delivered to MSCG prior to the Assignment Early Termination Date, and (ii) any legal restrictions on the effectiveness of such reversion (whether arising under bankruptcy law or otherwise) shall not affect the occurrence of the Assignment Early Termination Date.

## 6. Representations and Warranties.

(a) **Copy of the PPA.** As of the Assignment Agreement Effective Date, PPA Seller and PPA Buyer represent and warrant to MSCG that a true, complete, and correct copy of the PPA is attached hereto as Appendix 4.

(b) **No Default.** As of the Assignment Agreement Effective Date, PPA Seller and PPA Buyer represent and warrant to MSCG that no event or circumstance exists (or would exist with the passage of time or the giving of notice) that would give either of them the right to terminate the PPA or suspend performance thereunder.

(c) **Other.** As of the Assignment Agreement Effective Date, each of PPA Buyer and PPA Seller represents and warrants to each other and to MSCG that:

- (1) it has made no prior transfer (whether by way of security or otherwise) of any interest in the Assigned Rights and Obligations; and

- (2) all obligations of PPA Buyer and PPA Seller under the PPA required to be performed on or before the Assignment Period Start Date have been fulfilled.

(d) **Representations.** Each Party represents to each of the other Parties as of the Assignment Agreement Effective Date:

- (1) **Status.** It is duly organized and validly existing under the laws of the jurisdiction of its organization or incorporation and, if relevant under such laws, in good standing;
- (2) **Powers.** It has the power to execute this Agreement and any other documentation relating to this Agreement to which it is a party, to deliver this Agreement and any other documentation relating to this Agreement that it is required by this Agreement to deliver and to perform its obligations under this Agreement and has taken all necessary action to authorize such execution, delivery and performance;
- (3) **No Violation or Conflict.** Such execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby, including the incurrence by such Party of its obligations under this Agreement, will not result in any violation of, or conflict with: (i) any term of any material contract or agreement applicable to it; (ii) any of its charter, bylaws, or other constitutional documents; (iii) any determination or award of any arbitrator applicable to it; or (iv) any license, permit, franchise, judgment, writ, injunction or regulation, decree, order, charter, law, ordinance, rule or regulation of any Government Agency presently in effect, applicable to it or any of its assets or properties or to any obligations incurred by it or by which it or any of its assets or properties or obligations are bound or affected, and shall not cause a breach of, or default under, any such term or result in the creation of any lien upon any of its properties or assets;
- (4) **Consents.** All consents, approvals, orders or authorizations of, registrations, declarations, filings or giving of notice to, obtaining of any licenses or permits from, or taking of any other action with respect to, any Person or Government Agency that are required to have been obtained by such Party with respect to this Agreement and the transactions contemplated hereby, including the due authorization of such Party and its governing body and any approval or consent of any security holder of such Party or any holder (or any trustee for any holder) of any indebtedness or other obligation of such Party, have been obtained and are in full force and effect and all conditions of any such consents have been complied with;
- (5) **Obligations Binding.** Its obligations under this Agreement constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms (subject to applicable bankruptcy, reorganization,

insolvency, moratorium or similar laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or at law));

- (6) **Non-Reliance.** It is acting for its own account, and it has made its own independent decisions to enter into this Agreement and as to whether this Agreement is appropriate or proper for it based upon its own judgment and upon advice from such advisers as it has deemed necessary. It is not relying on any communication (written or oral) of the other Parties as investment advice or as a recommendation to enter into this Agreement, it being understood that information and explanations related to the terms and conditions of this Agreement shall not be considered investment advice or a recommendation to enter into this Agreement. It is entering into this Agreement as a bona-fide, arm's-length transaction involving the mutual exchange of consideration and, once executed by all Parties, considers this Agreement a legally enforceable contract. No communication (written or oral) received from any of the other Parties shall be deemed to be an assurance or guarantee as to the expected results of this Agreement;
- (7) **Assessment and Understanding.** It is capable of assessing the merits of and understanding (on its own behalf or through independent professional advice), and understands and accepts, the terms, conditions and risks of this Agreement. It is also capable of assuming, and assumes, the risks of this Agreement; and
- (8) **Status of Parties.** None of the other Parties is acting as a fiduciary for or an adviser to it in respect of this Agreement.

## 7. Counterparts.

This Agreement (and each amendment, modification and waiver in respect of it) may be executed and delivered in counterparts (including by email), each of which will be deemed an original.

## 8. Costs and Expenses.

The Parties will each pay their own costs and expenses (including legal fees) incurred in connection with this Agreement and as a result of the negotiation, preparation, and execution of this Agreement.

## 9. Amendments.

No amendment, modification, or waiver in respect of this Agreement will be effective unless in writing (including a writing evidenced by a facsimile or electronic transmission) and executed by each of the Parties.

## 10. Notices.

Any notice, demand, statement or request required or authorized by this Agreement to be given by one Party to another shall be in writing, except as otherwise expressly provided herein. It shall be sent by email transmission, courier, or personal delivery (including overnight delivery service) to each of the notice recipients and addresses for each of the other Parties designated in Appendix 3 hereto. Any such notice, demand, or request shall be deemed to be given (i) when sent by email transmission, or (ii) when actually received if delivered by courier or personal delivery (including overnight delivery service). Each Party shall have the right, upon written 10 days' prior written notice to the other Parties, to change its address at any time, and to designate that copies of all such notices be directed to another Person at another address. The Parties may mutually agree in writing at any time to deliver notices, demands or requests through alternate or additional methods. Notwithstanding the foregoing, a Party may at any time notify the other Parties that any notice, demand, statement or request to it must be provided by email transmission for a specified period of time or until further notice, and any communications delivered by means other than email transmission during such time shall be ineffective.

## 11. Miscellaneous.

(a) **Governing Law.** This Agreement and the rights and duties of the Parties under this Agreement will be governed by and construed, enforced and performed in accordance with the laws of the State of California, without reference to any conflicts of laws provisions that would direct the application of another jurisdiction's laws.

(b) **Arbitration.** Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope of this Agreement to arbitrate, shall be determined by final, non-appealable binding arbitration in San Diego, California before three (3) arbitrators. The arbitration shall be administered by Judicial Arbitration and Mediation Services, Inc. ("JAMS") pursuant to its Comprehensive Arbitration Rules and Procedures. Within fifteen (15) days after the commencement of arbitration, each of MSCG and PPA Buyer shall select one person to act as arbitrator, and the two so-selected arbitrators shall select a third arbitrator (the "**chairperson**") within thirty (30) days of the commencement of the arbitration. If either MSCG or PPA Buyer is unable or fails to select one person to act as arbitrator, such arbitrator shall be appointed by JAMS. If the MSCG and PPA Buyer-selected arbitrators are unable or fail to agree upon a chairperson, the chairperson shall be appointed by JAMS. The chairperson shall be a person who has experience in renewable energy-related transactions, and none of the arbitrators shall have been previously employed by any Party or have any direct pecuniary interest in any Party or the subject matter of the arbitration, unless such conflict is expressly acknowledged and waived in writing by all of the Parties. The Parties shall maintain the confidential nature of the arbitration proceeding and any award, including any hearing(s), except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as necessary in connection with a court application for a preliminary remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law or judicial decision. Any arbitration proceedings, decision or award rendered hereunder and the validity, effect and interpretation of this arbitration provision shall be governed by the Federal Arbitration Act. The arbitrator(s) shall have no authority to award consequential, treble, exemplary, or punitive damages of any type or kind regardless of whether such damages

may be available under any law or right, with the Parties hereby affirmatively waiving their rights, if any, to recover or claim such damages. The responsibility for compensation and expenses of the three arbitrators and all other expenses charged by JAMS shall be equally split in one-third (1/3) shares by each of MSCG, PPA Buyer, and PPA Seller. In any arbitration arising out of or related to this Agreement, the arbitrators shall award to the prevailing Party or Parties, if any, the costs and attorney's fees reasonably incurred in seeking to enforce the application of this Section 11(b) and by the prevailing party in connection with the arbitration. Notwithstanding the foregoing provisions of this Section 11(b), any costs incurred by a Party in seeking judicial enforcement of any written decision of the arbitrators shall be chargeable to and borne exclusively by the Party against whom such court order is obtained. The award shall be final and binding on the Parties and judgment upon any award may be entered in any court of competent jurisdiction.

(c) **Judicial Reference.** Without limiting the provisions in Section 11(b), if Section 11(b) is deemed ineffective or unenforceable in any respect, any dispute between the Parties arising out of or in connection with this Agreement or its performance, breach, or termination (including the existence, validity and interpretation of this Agreement and the applicability of any statute of limitation period) (each, a “**Dispute**”) shall be resolved by a reference proceeding in California in accordance with the provisions of Sections 638 *et seq.* of the California Code of Civil Procedure (“**CCP**”), or their successor sections (a “**Reference Proceeding**”), which shall constitute the exclusive remedy for the resolution of any Dispute. As a condition precedent to initiating a Reference Proceeding with respect to any Dispute, the Parties shall comply with the provisions of Section 11(c)(1).

(1) Notice of Dispute. Prior to initiating the Reference Proceeding, a Party (the “**Disputing Party**”) shall provide the other Parties (the “**Responding Parties**”) with a written notice of each issue in dispute, a proposed means for resolving each such issue, and support for such position (the “**Notice of Dispute**”). Within 10 days after receiving the Notice of Dispute, the Responding Parties shall provide the Disputing Party with a written notice of each additional issue (if any) with respect to the dispute raised by the Notice of Dispute, a proposed means for resolving every issue in dispute, and support for such position (the “**Dispute Response**”). Thereafter, the Parties shall meet to discuss the matter and attempt in good faith to reach a negotiated resolution of the dispute. If the Parties do not resolve the dispute by unanimous agreement within fifteen (15) days after receipt of the Dispute Response, (the “**Negotiation Period**”), then any Party may provide to the other Parties written notice of intent for judicial reference (the “**Impasse Notice**”) in accordance with the further provisions of this Section 11.

(2) Applicability; Selection of Referees. Within 10 days of the delivery of an Impasse Notice, each of MSCG and PPA Buyer shall nominate one (1) referee. The two (2) referees (the “**Party-Appointed Referees**”) shall appoint a third referee (the “**Third Referee**”, together with the Party-Appointed Referees, the “**Referees**”). The Party-Appointed Referees shall be competent and experienced in matters involving the electric energy business in the United States, with at least ten (10) years of electric industry experience as a practicing attorney. The Third Referee shall be an active or retired California state or federal judge. Each of the Party-Appointed Referees and the Third

Referee shall be impartial and independent of each of the Parties and of the other referees and not employed by any of the Parties in any prior matter.

(3) Inability to Agree upon Third Referee. If the Party-Appointed Referees are unable to agree on the Third Referee within 45 days from delivery of the Impasse Notice, then the Third Referee shall be appointed pursuant to CCP Section 640(b) in an action filed in the Superior Court of California, County of San Francisco (the “**Court**”), and with due regard given to the selection criteria above. A request for appointment of a referee may be heard on an ex parte or expedited basis, and the Parties agree that irreparable harm would result if ex parte relief is not granted. Pursuant to CCP Section 170.6, each of PPA Buyer and MSCG shall have one (1) peremptory challenge to the referee selected by the Court.

(4) Discovery; Proceedings.

(A) The Parties agree that time is of the essence in conducting the Reference Proceeding. Accordingly, the Referees shall be requested, subject to change in the time periods specified herein for good cause shown, to (i) set the matter for a status and trial-setting conference within 20 days after the date of selection of the Third Referee, (ii) if practicable, try all issues of law or fact within 180 days after the date of the conference, and (iii) report a statement of decision within 20 days after the matter has been submitted for decision.

(B) Discovery and other pre-hearing procedures shall be conducted as agreed to by the Parties, or if they cannot agree, as determined by the Third Referee after discussion with the Parties regarding the need for discovery and other pre-hearing procedures.

(C) Except as expressly set forth herein, the Third Referee shall determine the manner in which the Reference Proceeding is conducted, including the time and place of hearings, the order of presentation of evidence, and all other questions that arise with respect to the course of the Reference Proceeding. The Reference Proceeding, including the trial, shall be conducted at a neutral location selected by the Parties, or if not agreed by the Parties, by the Third Referee, in San Francisco, California.

(D) All proceedings and hearings conducted before the Referees, except for trial, shall be conducted without a court reporter, except that when any Party so requests, a court reporter will be used at any hearing conducted before the Referees, and the Referees will be provided a courtesy copy of the transcript. The Party making such a request shall have the obligation to arrange for and pay the court reporter.

(5) Decision. The Referees shall render a written statement of decision setting forth findings of fact and conclusions of law. The decision shall be entered as a judgment in the court in accordance with the provisions of CCP Sections 644 and 645. The decision shall be appealable to the same extent and in the same manner that such decision would be

appealable if rendered by a judge of the Court. The Parties intend this general reference agreement to be specifically enforceable in accordance with the CCP.

(d) **Expenses.** Each of MSCG, PPA Seller and PPA Buyer shall bear the compensation and expenses of its respective own counsel, witnesses, consultants and employees. The responsibility for compensation and expenses of the Referees and all other expenses of judicial reference shall be equally split in one-third (1/3) shares by each of MSCG, PPA Buyer, and PPA Seller.

(e) **U.S. Resolution Stay Protocol.** The Parties hereby confirm that they are adherents to the ISDA 2018 U.S. Resolution Stay Protocol (“ISDA U.S. Stay Protocol”), the terms of the ISDA U.S. Stay Protocol are incorporated into and form a part of this Agreement, and this Agreement shall be deemed a Protocol Covered Agreement for purposes thereof. For purposes of incorporating the ISDA U.S. Stay Protocol, MSCG shall be deemed to be a Regulated Entity, and PPA Buyer and PPA Seller each shall be deemed to be an Adhering Party. In the event of any inconsistencies between this Agreement and the ISDA U.S. Stay Protocol, the ISDA U.S. Stay Protocol will prevail.

(f) **Assignment Appendix Prepaid Transaction Details.** From time to time, MSCG may deliver one or more completed Assignment Appendices to the other Parties hereto completing the terms that are currently bracketed therein, and each such Assignment Appendix shall be binding upon each of the Parties hereto; provided that the aggregate sum of the Assigned Products under all Assignment Appendices then in effect will not exceed the Contract Quantity under and as defined in the PPA. As set forth in Appendix 1 hereto, MSCG’s payment obligations are limited to any Assigned Products delivered pursuant to the Assignment Appendices then in effect. Each Assignment Appendix will set forth certain details relating to the commodity prepayment transaction pursuant to which all or a portion of the Assigned Products shall be delivered; provided that MSCG may, by written notice to PPA Seller and PPA Buyer, at any time and without the consent of PPA Seller or PPA Buyer, (i) rescind any Assignment Appendix or (ii) update or amend any Assignment Appendix to change any or all of the terms specified therein, including: an increase or decrease of the volume of Assigned Products to be delivered into the applicable commodity prepayment transaction (including without limitation a change thereto to reflect that all MWh of Assigned Products delivered in accordance with the PPA by PPA Seller shall be delivered into one commodity prepayment transaction, subject only the aggregate quantity limit specified above); a change in the relevant commodity prepayment transaction (i.e., the “Prepaid Agreement”) pursuant to which the Assigned Products shall be delivered; a change in the identity of the Prepay Seller; or a change to the Assignment Appendix Start Date and / or the Assignment Appendix End Date. For the avoidance of doubt, (I) more than one Assignment Appendix may be in effect at any time, and (II) at any given time, less than one hundred percent (100%) of the Contract Quantity under and as defined in the PPA may be assigned pursuant to the Assignment Appendices then in effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date first set forth above.

CLEAN ENERGY ALLIANCE

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ORANGE COUNTY POWER AUTHORITY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

MORGAN STANLEY CAPITAL GROUP INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## Appendix 1

### Assigned Rights and Obligations

“PPA” that certain [\_\_\_\_], together with any and all exhibits, schedules or supplements thereto or incorporated therein by reference, by and between PPA Buyer and PPA Seller, as may be amended from time to time.

“Delivery Point” has the definition set forth in the PPA.

**Floating Price Payments.** MSCG has separately agreed with PPA Buyer and Custodian pursuant to the Custody Agreement to pay the “Day-Ahead Average Price” as defined below into the custodial account specified in the Custody Agreement (the “Custodial Account”) for the portion of the Assigned Products delivered to the Delivery Point during each Month of the Assignment Period pursuant to all Assignment Appendices then in effect (the “Floating Price Payments”). MSCG agrees to pay the Floating Price Payments into the Custodial Account, and MSCG’s payment obligations under this Agreement are limited to making such payments into the Custodial Account, for application as provided in the Custody Agreement, which also provides for payment by (i) PPA Buyer of any other amounts due under the PPA for each Month of the Assignment Period and (ii) the Custodian of the net amount due to PPA Seller for each Month of the Assignment Period from the amounts received from MSCG and PPA Buyer, as applicable. MSCG’s Floating Price Payments shall credit against and reduce the amounts otherwise due from PPA Buyer to PPA Seller under the PPA for each Month of the Assignment Period for all Assignment Appendices then in effect; provided that PPA Seller and PPA Buyer acknowledge and agree that the making of Floating Price Payments into the Custodial Account by MSCG shall not entitle (A) MSCG to any payments from PPA Seller or (B) PPA Seller to payments in excess of the net amount that would otherwise be due from PPA Buyer to PPA Seller pursuant to the terms of the PPA. At all times, PPA Buyer remains liable to PPA Seller for all amounts due and owing under the PPA. For the avoidance of doubt, MSCG’s obligations hereunder are limited to only the Assignment Appendices then in effect.

“Day-Ahead Average Price” means the result of (i) (x) the sum of the Day-Ahead Market Prices for each Pricing Interval in a Month divided by (y) the number of Pricing Intervals in such Month plus (ii) the Index Adder (as set forth in the table immediately below) for the relevant Month. As used in this definition, “Pricing Interval” means the unit of time for which CAISO (or other entity that publishes such prices) establishes a separate price; and “Day-Ahead Market Price” means the Day Ahead Market or Locational Marginal Price for [\_\_\_\_] for each applicable hour as published by CAISO, or as such price may be corrected or revised from time to time by CAISO in accordance with its rules. For the avoidance of doubt, the Day-Ahead Average Price can be a negative number.

Month	Index Adder (\$/MWh)
[____]	[____]
[____]	[____]
[____]	[____]
[____]	[____]

Month	Index Adder (\$/MWh)
[ ]	[ ]
[ ]	[ ]
[ ]	[ ]
[ ]	[ ]
[ ]	[ ]
[ ]	[ ]

## Appendix 2

### Assignment Appendix - [A][B][C]

**Date:** [ ]

“**Assignment Appendix End Date**” means 11:59:59 p.m. pacific prevailing time on [ ], 20[ ].

“**Assignment Appendix Start Date**” means [ ] 1, 20[ ].

“**Custodian**” means [ ], a [ ].

“**Custody Agreement**” means the Custodial Agreement dated as of [ ] among the Issuer, PPA Buyer, MSCG, each applicable Prepay Seller and the Custodian, as from time to time amended, restated, supplemented or otherwise modified.

“**Issuer**” means California Community Choice Financing Authority, a joint powers authority and a public entity of the State of California established pursuant to the provisions of the Joint Exercise of Powers Act (Article 1, Chapter 5, Division 7, Title 1, Section 6500 *et seq.* of the California Government Code, as amended).

“**Prepaid Agreement**” means that certain Prepaid Energy Sales Agreement, dated as of [ ] by and between Prepay Seller and Issuer, as from time to time amended, restated, supplemented or otherwise modified.

“**Prepay Power Supply Contract**” means that certain Power Supply Contract, dated as of [ ] by and between Prepay Seller and Issuer, as from time to time amended, restated, supplemented or otherwise modified.

“**Prepay Seller**” means [ ], a [ ], or any other Person that is the prepay seller under the terms of the Prepaid Agreement from time to time.

**Assigned Products subject to this Assignment Appendix:** As set forth immediately below, [the percentage of Assigned Products]/[the monthly quantities of Assigned Products] delivered to the Delivery Point: [ ]



## **Appendix 3**

### **Notice Information**

**IF TO MSCG:** Morgan Stanley Capital Group Inc.  
Attention: Commodities Sales & Trading  
1585 Broadway  
New York, NY 10036-8293  
Email: [energyprepay@morganstanley.com](mailto:energyprepay@morganstanley.com)

**IF TO PPA SELLER:** As set forth in the PPA.

**IF TO PPA BUYER:** As set forth in the PPA.

**Appendix 4**  
**Copy of the PPA**  
**[To be attached.]**

**CONFIRMATION  
LONG-TERM RPS ENERGY AND GREEN ATTRIBUTES**

This confirmation (“Confirmation”) confirms the Transaction between Clean Energy Alliance, a California joint powers authority (“Party A”) and Orange County Power Authority, a California joint powers authority (“Party B”), each individually a “Party” and together the “Parties”, dated as of [\_\_\_\_\_], 2026 (the “Effective Date”), by which Seller agrees to sell and deliver, and Buyer agrees to purchase and receive, the Product (the “Transaction”). This Transaction is governed by, constitutes part of, and is subject to the terms and provisions of the Edison Electric Institute Master Power Purchase and Sale Agreement dated [\_\_\_\_\_] between the Parties (the “Master Agreement”). In the event of a conflict between the provisions of the Master Agreement and this Confirmation, this Confirmation shall control. This Confirmation and the Master Agreement, including any appendices, exhibits or amendments hereto or thereto, shall collectively be referred to as the “Agreement” and will constitute a single agreement between the Parties with respect to the Transaction. Terms capitalized but not defined herein shall have the meaning as set forth in the Master Agreement or the CAISO Tariff.

The Parties agree as follows:

<b>Seller: OCPA</b>	<b>Buyer: CEA</b>
<b>Product:</b>	<p>The “<u>Product</u>” is Energy and associated Green Attributes generated from the Project.</p> <p>During the Delivery Term, Seller shall deliver and sell, and Buyer shall purchase and receive, the Contract Quantity of this Product, subject to the terms and conditions of this Confirmation. Seller shall not substitute or attempt to deliver any Product, including Green Attributes, from any generating resource other than the Project.</p>
<b>Contract Price:</b>	<p>The “<u>Contract Price</u>” means the Index Price plus the Green Attributes Price.</p> <p>The “<u>Green Attributes Price</u>” means the “RPS Adder” for the calendar year in which the RECs are generated, published by the Energy Division of the CPUC as the “Calculation of the Market Price Benchmarks for the Power Charge Indifference Adjustment Forecast and True Up”, which may be revised in future publications by the CPUC as the final “RPS Adder.</p>
<b>Contract Quantity (MWh):</b>	<p>REC Vintage 2026: 400,000 MWh            REC Vintage 2027: 550,000 MWh            REC Vintage 2028: 550,000 MWh            REC Vintage 2029: 550,000 MWh            REC Vintage 2030: 550,000 MWh            REC Vintage 2031: 550,000 MWh            REC Vintage 2032: 550,000 MWh            REC Vintage 2033: 500,000 MWh            REC Vintage 2034: 500,000 MWh            REC Vintage 2035: 400,000 MWh</p>
<b>Delivery Term:</b>	<p>June 1, 2026 through Dec 31, 2035; provided that, for the sole purpose of matching delivery of RECs with Energy, such period will extend through the date that all RECs associated with such Energy have been delivered from Seller to Buyer in accordance with this Confirmation.</p>

<b>Delivery Point:</b>	Ref. to sample: SP15 (TH_SP15_GEN_APND)
<b>Payment Terms:</b>	See Section 2
<b>Collateral:</b>	None

**This Confirmation is subject to the General Terms and Conditions and Exhibits identified below and attached hereto:**

**Exhibit A – Projects**

**Exhibit B – Form of Limited Assignment Agreement**

IN WITNESS WHEREOF, the Parties have signed this Confirmation effective as of the Effective Date.

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

**CLEAN ENERGY ALLIANCE,**  
a California joint powers authority

By: \_\_\_\_\_  
Name: Joseph P. Mosca  
Title: Chief Executive Officer

By: \_\_\_\_\_  
Name: Gregory Wade  
Title: Chief Executive Officer \_\_\_\_\_

## GENERAL TERMS AND CONDITIONS

### 1. **PRODUCT.**

#### 1.1 Seller Delivery Obligation.

##### (a) Seller's Conveyance of Energy.

- (i) Beginning on the first day of the Delivery Term and throughout all applicable months of the Delivery Term, Seller shall deliver and sell, and Buyer shall purchase and receive, the Product, subject to the terms and conditions of this Confirmation. Seller will not be obligated to sell or replace any Product that is not or cannot be delivered as a result of Force Majeure or which is not received by Seller pursuant to the Upstream Agreement.
- (ii) The Energy transferred hereunder is transferred immediately to Buyer upon receipt of such Energy by Seller. Should any Energy provided by Seller under this Confirmation be determined to not have been transferred to Buyer immediately or to have originated from a resource other than the Project, Seller shall remedy such failure in a manner reasonably acceptable to Buyer within a reasonable period of time after written notice of such failure is given to Seller by Buyer.

- (iii) In the event that Energy being transferred from Seller to Buyer originates from a Project located outside of the state of California that does not have a pseudo-tie arrangement with the applicable California balancing authority, Seller shall provide Buyer a reconciliation consisting of hourly meter data, tag data and associated calculations, lesser of each by hour, for each vintage month of RECs delivered to Buyer under this Confirmation.
- (b) Seller's Conveyance of Green Attributes.
  - (i) During the Delivery Period, Seller, at its own cost and expense, shall maintain its registration with WREGIS. All Green Attributes transferred by Seller hereunder shall be California RPS-compliant, subject to confirmation by the CEC. Seller shall, at its sole expense, use WREGIS as required pursuant to the WREGIS Operating Rules to effectuate the transfer of Green Attributes to Buyer in accordance with WREGIS reporting protocols and WREGIS Operating Rules.
  - (ii) For each applicable month of the Delivery Period, Seller shall deliver and convey the Green Attributes associated with the California RPS-Eligible Electric Energy delivered pursuant to 1.1(a) above within five (5) days of Seller's receipt of the WREGIS Certificates for the Green Attributes pursuant to the Upstream Agreement. Seller shall deliver and convey such Green Attributes by properly transferring such WREGIS Certificates, in accordance with the rules and regulations of WREGIS, equivalent to the quantity of Green Attributes, to Buyer into Buyer's WREGIS account such that all right, title and interest in and to the WREGIS Certificates shall transfer from Seller to Buyer; provided further, that if Seller fails to properly transfer such WREGIS Certificates to Buyer in accordance with the above due to an error or omission of an administrative or clerical nature and if such failure can be cured with no harm to Buyer, then Seller may cure such failure within thirty (30) days after notice of such failure.
  - (iii) In addition to its other obligations under this Section 1.1, Seller shall convey to Buyer WREGIS Certificates from the Projects that are of the same Vintage Year as the Product that was provided under Section 1.1(a) of this Confirmation.
- (c) Modification of Projects. All Product sold by Seller to Buyer hereunder shall be from the facilities listed in Exhibit A, or subsequently identified pursuant to the Upstream Agreement and the requirements of this Confirmation and otherwise meeting the Seller representations, warranties and covenants set forth herein (each such facility, a "Project" and collectively, the "Projects"). Buyer acknowledges and agrees that under the Upstream Agreement, SCE has the right, at any time and in its sole discretion, to reducing the quantity from a Project or removing a Project from the Upstream Agreement. If a Project is removed from the Upstream Agreement, the Project shall cease to be a Project under this Confirmation. Seller shall provide prompt notice to Buyer upon receipt of any notice to Seller from SCE of any such reduction or termination has occurred. Seller has the right to amend the list of Projects in Exhibit A from time to time with written notice prior to the delivery of Energy from such Project or Projects to reflect SCE's removal of one or more Projects from the Upstream Agreement. Notwithstanding any provision herein to the contrary, Seller may only deliver Product to Buyer from non-emitting, zero-emission generating

facilities. Further, Seller agrees to deliver Product that is hundred percent (100%) from solar generating resources only.

- (d) Quantity of Product. Buyer acknowledges that the quantities of Product available to Seller under the Upstream Agreement is dependent on Seller's load share percentage with SCE, which is subject to adjustment on an annual basis. In the event that a reduction in the load share percentage of Seller under the Upstream Agreement results in a change in the amount of Product available to Seller from each Project that is less than the amount that Seller is obligated to deliver to Buyer pursuant to this Confirmation, then the quantity of Product that Seller is obligated to deliver pursuant to this Confirmation will be reduced accordingly.
- (e) Obligation to Deliver; Remedies for Shortfall. Seller's obligation to deliver the Product is a firm obligation, subject only to Force Majeure and Seller's failure to receive such Product under the Upstream Agreement. In the event that Seller is prevented from delivering the quantity of Product set forth in this Confirmation for a reason set forth in this Section 1.1 and not an event of default by Seller, then Buyer will have the right to make a corresponding reduction in volume of Product pursuant to that certain swap confirmation between Buyer and Seller of even date herewith ("Swap Confirmation"), it being understood that this Confirmation and the Swap Confirmation are intended to match in terms of price and quantity.

1.2 Reserved.

1.3 Change in Law.

- (a) If due to any action by the CPUC or any Governmental Authority, or any change in Applicable Law occurring after the Effective Date that modifies the California RPS such that this Confirmation no longer meets the requirements of the California RPS for this Product (a "Change in Law"), Seller shall use commercially reasonable efforts to obtain compliance with such Change in Law provided that such costs should not be greater than [\$25,000] (the "Capped Amount"). This requirement shall not apply to any Product that was delivered prior to any Change in Law if such Product complied with the California RPS that existed when it was delivered.
- (b) The Parties acknowledge that the CEC and/or CPUC may be modifying mandatory contract language, altering the procurement and product qualification rules, and updating the relevant RPS Eligibility Guidebook in a manner consistent with that legislation. If any statutes, rules, regulations, permits or authorizations are enacted, amended, granted or revoked which have the effect of changing the transfer and sale procedure set forth in this Confirmation so that the implementation of this Transaction becomes impossible or impracticable, or otherwise revokes or eliminates the California RPS or language required to conform to the California RPS, subject to Seller's obligation to use commercially reasonable efforts to obtain compliance with a Change in Law up to the Capped Amount, the Parties hereto agree to negotiate in good faith to amend this Confirmation to conform with such new statutes, regulations, or rules in order to maintain the original intent of the Parties under this Confirmation; provided, however, pending any amendment to this Confirmation, to the extent practicable and lawful, the Parties shall perform their respective obligations hereunder in accordance with Applicable Laws as they existed prior to the effectiveness of such new statutes, regulations, or rules; provided, further, that notwithstanding the

foregoing or anything to the contrary herein, neither Party shall be obligated to perform any obligation hereunder (other than payment obligations) to the extent that doing so would cause such Party to be materially adversely affected. If, after use of commercially reasonable efforts by Seller to obtain compliance with a Change in Law and within thirty (30) days after initiating discussions to amend this Confirmation in accordance with the preceding sentence (“Negotiation Period”), the Parties have not agreed upon any amendments to this Confirmation or other agreed measures such that the Confirmation and/or the Product meet(s) the requirements of the California RPS, either Party may terminate this Confirmation within thirty (30) days after the Negotiation Period upon written notice to the other Party, which shall be effective the next Business Day after such notice is received, and any such termination shall be without liability to either Party, except that Buyer shall remain liable to Seller for any Product delivered prior to the effective date of such termination (including for any RECs associated with Energy already delivered to Buyer).

#### 1.4 RPS Non-Modifiable Standard Terms and Conditions (STC).

**STC 6: Eligibility.** Seller, and, if applicable, its successors, represents and warrants that throughout the Delivery Term of this Agreement that: (i) the Project qualifies and is certified by the CEC as an Eligible Renewable Energy Resource (“ERR”) as such term is defined in Public Utilities Code Section 399.12 or Section 399.16; and (ii) the Project’s output delivered to Buyer qualifies under the requirements of the California Renewables Portfolio Standard. To the extent a change in law occurs after execution of this Agreement that causes this representation and warranty to be materially false or misleading, it shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such change in law. [STC 6, Non-modifiable. D.07-11-025, Attachment A, D.0804009]

**STC REC-1: Transfer of Renewable Energy Credits.** Seller and, if applicable, its successors, represents and warrants that throughout the Delivery Term of this Agreement the Renewable Energy Credits transferred to Buyer conform to the definition and attributes required for compliance with the California Renewables Portfolio Standard, as set forth in California Public Utilities Commission Decision 08-08-028, and as may be modified by subsequent decision of the California Public Utilities Commission or by subsequent legislation. To the extent a change in law occurs after execution of this Agreement that causes this representation and warranty to be materially false or misleading, it shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such change in law. [STC REC-1, Non-modifiable. D.11-01-025]

**STC REC-2: Tracking of RECs in WREGIS.** Seller warrants that all necessary steps to allow the Renewable Energy Credits transferred to Buyer to be tracked in the Western Renewable Energy Generation Information System will be taken prior to the first delivery under the contract. [STC REC-2, Non-modifiable. D.11-01-025]

**STC 17: Applicable Law.** This Agreement and the rights and duties of the parties hereunder shall be governed by and construed, enforced and performed in accordance with the laws of the state of California, without regard to principles of conflicts of law. To the extent enforceable at such time, each party waives its respective right to any jury trial with respect to any litigation arising under or in connection with this Agreement. [STC 17, Nonmodifiable. D.07-11-025, Attachment A, D.08-04-009]

The aggregate “commercially reasonable efforts” expenditures for Eligibility (STC 6), Transfer of RECS (STC REC-1), and Change of Law (Section 1.3) are limited to the Capped Amount.

1.5 Reserved.

1.6 Seller Representations, Warranties and Covenants.

- (a) Seller represents, warrants and covenants, as of the Effective Date and throughout the Delivery Term, that:
  - (i) Seller has the contractual rights to sell all right, title, and interest in the Product agreed to be delivered hereunder, subject to the terms of Section 1.1;
  - (ii) Seller has not sold the Product to be delivered under this Confirmation to any other person or entity;
  - (iii) at the time of delivery, all rights, title, and interest in the Product to be delivered under this Confirmation are free and clear of all liens, taxes, claims, security interests, or other encumbrances of any kind whatsoever;
  - (iv) The facilities included in the Project each: (a) have a first point of interconnection with a California balancing authority, or (b) have a first point of interconnection with distribution facilities used to serve end users within a California balancing authority area, or (c) are scheduled from the eligible renewable energy resource into a California balancing authority without substituting electricity from another source;
  - (v) This Confirmation transfers only Energy and Green Attributes that have been generated during the Delivery Term; and
  - (vi) All Product sold hereunder will be from Long-Term Contracts.
- (b) Seller makes no representation, warranty or covenant with respect to any portfolio content category designation pursuant to California Public Utilities Code Section 399.16, nor any eligibility of the Product to qualify as excess procurement pursuant to California Public Utilities Code Section 399.13(a)(4)(B).
- (c) For the avoidance of doubt, during the Delivery Term, Seller shall act on Buyer's behalf with respect to Energy deliveries to the CAISO and CAISO settlement.

## 2. MONTHLY BILLING SETTLEMENT.

2.1 Monthly Cash Settlement Amount. Buyer shall pay Seller the "Monthly Cash Settlement Amount", in arrears, for each Calculation Period in the amount equal to the sum, of (A) plus (B) minus (C), where:

- A = the sum, over all hours of the Calculation Period, of (i) the applicable Energy Price for each hour of Delivered Energy within the applicable CAISO market (i.e. integrated forward market, fifteen minute, and/or Real-Time Market) multiplied by (ii) the quantity of Delivered Energy during the time interval in each respective market; and
- B = the Green Attributes Price multiplied by the quantity of Green Attributes (in MWhs) that will be conveyed as described in Section 2.1 and that are associated with the Delivered Energy in the Calculation Period; and

C = the sum, over all hours of the Calculation Period, of (i) the applicable Energy Price for each hour of Delivered Energy within the applicable CAISO market (i.e. integrated forward market, fifteen minute, and/or Real-Time Market) multiplied by (ii) the quantity of Delivered Energy during the time interval in each respective market.

Such Monthly Cash Settlement Amount constitutes payment for the Product, including the Green Attributes, for such applicable Calculation Period. Buyer shall be obligated to make such payments with respect to each applicable Calculation Period notwithstanding the fact that the Green Attributes associated with a particular Calculation Period may be delivered or credited to Buyer's WREGIS account subsequent to the conclusion of the applicable Calculation Period in accordance with 1.1(b)(ii), provided that if Seller fails to comply with the provisions of Section 1.1(b)(ii), Buyer shall be entitled to exercise all rights and remedies available to Buyer under this Confirmation for Seller's failure to deliver the Product.

- 2.2 Annual True-Up. If the CPUC publishes the "Calculation of the Market Price Benchmarks for the Power Charge Indifferent Adjustment Forecast and True Up" which has a final "RPS Adder" for a calendar year that differs from the Green Attributes Price invoiced to and paid by the Buyer for the Product for that same calendar year, Seller will adjust future invoices to account for such differences. Subject to the other terms of this Confirmation, no interest shall be paid on the amount of any adjustments due to the publishing of a final "RPS Adder."
- 2.3 Monthly Billing. The calendar month shall be the standard period for all payments under this Confirmation (other than Termination Payments and as otherwise specified in this Confirmation). As soon as practicable after the end of each month, Seller will render to the Buyer an invoice for the payment obligations, if any, determined hereunder for the preceding month.
- 2.4 Payment Due Date. The Parties hereby agree that all invoices under this Confirmation shall be due and payable on the later of (a) the twentieth (20th) day of the month in which Seller delivered such invoice, provided that if such day is not a Business Day, then such invoice will be due and payable on the next Business Day, and (b) the tenth (10<sup>th</sup>) Business Day after Buyer's receipt of Seller's invoice. The Parties acknowledge that, due to the timing of their creation in WREGIS, Green Attributes may not have been delivered to Buyer at the time of the invoice or payment for the Calculation Period with which they are associated. Seller shall promptly transfer Green Attributes to Buyer after their creation in accordance with Section 1.1(b)(ii).
3. **LIMITED ASSIGNMENT**. Notwithstanding anything in the Agreement to the contrary, Buyer may make a limited assignment in connection with a municipal prepayment financing transaction to an entity (such entity, "Limited Assignee") that has, or that provides a parent guaranty in a form and substance reasonably acceptable to Seller from an entity with, an Investment Grade Credit Rating, of Buyer's right to receive Product (which shall not be for retail sale) and its obligation to make payments to Seller, which assignment (x) shall be expressly subject to the Limited Assignee's timely payment of amounts due under this Confirmation and (y) shall not relieve Buyer of any of its obligations under this Confirmation in any respects, at any time upon not less than thirty (30) days' Notice by delivering a written request for such assignment, which request must include a proposed form of agreement substantially in the form attached hereto as Exhibit B (subject to the Parties' good faith negotiation to finalize such agreement), or as otherwise reasonably acceptable to Seller. Seller agrees to (i) comply with Limited Assignee's reasonable requests for know-your-customer and similar account opening information and documentation with respect to Seller, including but not limited to information related to forecasted generation, credit rating, and compliance with antimoney laundering rules, the Dodd-Frank Act, the Commodity Exchange Act, the Patriot Act and similar

rules, regulations, requirements and corresponding policies; and (ii) in good faith cooperate and work with Buyer and Limited Assignee to agree on such assignment agreement.

4. **TAXES AND FEES.** Seller shall pay or cause to be paid all taxes on or with respect to the Product or this Transaction arising prior to the Delivery Point. Buyer shall pay or cause to be paid all taxes on or with respect to the Product or this Transaction at and from the Delivery Point. As used herein “taxes” means, but is not limited to, any or all ad valorem, property, occupation, severance, first use, conservation, gross receipts, privilege, sales, use, consumption, excise, lease, transaction, and other taxes, governmental charges, licenses, fees, permits and assessments, or increases therein.

5. **FORCE MAJEURE.** To the extent either Party is prevented by Force Majeure from carrying out, in whole or part, its obligations under this Confirmation and such Party (the “Claiming Party”) gives notice and details of the Force Majeure to the other Party as soon as practicable, then the Claiming Party shall be excused from the performance of its obligations (other than the obligation to make payments then due or becoming due with respect to performance prior to the Force Majeure). The Claiming Party shall remedy the Force Majeure with all reasonable dispatch. The non-Claiming Party shall not be required to perform or resume performance of its obligations to the Claiming Party corresponding to the obligations of the Claiming Party excused by Force Majeure.

6. **REMEDIES FOR FAILURE TO DELIVER/RECEIVE.**

6.1 If Seller fails to deliver all or part of the Product under this Confirmation, and such failure is not excused under the terms of the Product or by Buyer's failure to perform, then Seller shall pay Buyer within ten 10 Business Days of invoice receipt, an amount for such deficiency equal to the amount for such deficiency equal to the positive difference, if any, obtained by subtracting the Green Attributes Price from the Replacement Price. The invoice for such amount shall include a written statement explaining in reasonable detail the calculation of such amount.

6.2 If Buyer fails to receive all or part of the Product pursuant to this Confirmation and such failure is not excused under the terms of the Product or by Seller's failure to perform, then Buyer shall pay Seller within ten 10 Business Days of invoice receipt, an amount for such deficiency equal to . The invoice for such amount shall include a written statement explaining in reasonable detail the calculation of such amount.

6.3 In addition to Seller's remedies under Section 6.2 above, Seller's obligation to deliver the Contract Quantity may be reduced at Seller's option in the event Buyer fails to deliver, for any reason, any portion of the contract quantity of product set forth in that certain confirmation between Party A and Party B of even date herewith (“Related Confirmation”); provided, however, that Seller's obligation to deliver the Contract Quantity of Product may not be reduced by an amount greater than the contract quantity of product that Buyer failed to deliver under the Related Confirmation. Seller's rights under this provision are cumulative and in addition to Seller's rights under the Related Confirmation.

7. **REMEDIES UPON DEFAULT.**

7.1 Liquidated Damages. Buyer and Seller agree this Section 7 in its entirety represents the liquidated damages of each, and no part hereof represents a penalty.

7.2 Remedies. If either Party is subject to an Event of Default, then the other Party (the “Non-Defaulting Party”) may select any or all of the following remedies: (i) to designate a day, no earlier than the day such notice is effective and no later than twenty (20) days after such notice is effective, as an early termination date (“Early Termination Date”) on which the Transaction will be terminated (the “Terminated Transaction”), accelerate all amounts owing between the

Parties and liquidate and terminate the Transaction (ii) withhold any payments due in respect of this Confirmation to the extent of its damages pursuant to this Section 7, (iii) suspend performance, and (iv) exercise such remedies as provided in this Confirmation, including an action for damages (except as limited by Section 7.5).

7.3 Termination Payment. With respect to any Terminated Transaction:

- (a) The Non-Defaulting Party shall aggregate into a single liquidated amount expressed in U.S. Dollars payable by the Defaulting Party or the Non-Defaulting Party, as applicable: (i) its Losses or Gains, and Costs, in each case solely in respect of the undelivered portion of the Contract Quantity for each year of the Delivery Term, *minus* (ii) any and all other amounts due and owing to the Defaulting Party under this Confirmation, *plus* (iii) any and all other amounts due and owing to the Non-Defaulting Party under this Confirmation (the "Termination Payment"). If the Termination Payment is a positive number, the Defaulting Party will pay it to the Non-Defaulting Party; if it is a negative number, the Non-Defaulting Party will pay the absolute value of the Termination Payment to the Defaulting Party.
- (b) Any Termination Payment due under subsection (a) shall be due within ten (10) Business Days following the Defaulting Party's receipt of notice of the Termination Payment.
- (c) Any Non-Defaulting Party shall be obligated to use commercially reasonable efforts to mitigate its Costs, Losses and damages resulting from any Event of Default of the other Party under this Confirmation; provided, that in no event will the Non-Defaulting Party be required to use or change its utilization of its owned or controlled assets or market positions to mitigate its Costs, Losses and damages.

7.4 Calculation Disputes. If the Defaulting Party disputes the Non-Defaulting Party's calculation of the Termination Payment, in whole or in part, the Defaulting Party will, within five (5) Business Days of receipt of the Non-Defaulting Party's calculation, provide the Non-Defaulting Party a detailed written explanation of the basis for such dispute.

7.5 Limitation on Damages. The Defaulting Party's liability will be limited to the Termination Payment as set forth in Section 7.3.

7.6 Exclusive Remedy. UNLESS EXPRESSLY HEREIN PROVIDED, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED HEREUNDER CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS. ALL OTHER REMEDIES OR DAMAGES FOR FAILURE TO SELL OR PURCHASE PRODUCT AT LAW OR IN EQUITY ARE HEREBY WAIVED.

8. CREDIT TERMS. Notwithstanding anything herein or in the Master Agreement to the contrary, Performance Assurance shall not be required from either Party in connection with this Transaction.

9. **WAIVER.** No delay or omission by a Party in the exercise of any right under this Confirmation shall be taken, construed or considered as a waiver or relinquishment thereof, and any such right may be exercised from time to time and as often as may be deemed expedient. If any of the terms and conditions hereof are breached and thereafter waived by a Party, such waiver shall be limited to the particular breach so waived and is not deemed to waive any other breach hereunder.
10. **COUNTERPARTS.** This Confirmation may be signed in any number of counterparts with the same effect as if the signatures to the counterparts were upon a single instrument. The Parties may rely on electronic or scanned signatures as originals under this Confirmation. Delivery of an executed signature page of this Confirmation by electronic mail transmission (including PDF) shall be the same as delivery of a manually executed signature page.
11. **ENTIRE AGREEMENT.** This Confirmation sets forth the terms of the Transaction into which the Parties have entered and the Agreement shall constitute the entire agreement between the Parties relating to the contemplated purchase and sale of the Product. Notwithstanding any other provision of the Agreement, this Transaction may be entered into only through a written instrument executed by both Parties, and no amendment or modification to this Confirmation shall be enforceable except through a written instrument executed by both Parties.
12. **DEFINITIONS.**

“Applicable Law” means any statute, law, treaty, rule, tariff, regulation, ordinance, code, permit, enactment, injunction, order, writ, decision, authorization, judgment, decree or other legal or regulatory determination or restriction by a court or Governmental Authority of competent jurisdiction, or any binding interpretation of the foregoing, as any of them is amended or supplemented from time to time, that apply to either or both of the Parties, the Generating Facilities, the California RPS, or the terms of the Agreement.

“CAISO” means the California Independent System Operator Corporation or the successor organization to the functions thereof.

“CAISO Energy” has the meaning set forth in the CAISO Tariff.

“CAISO Tariff” means the California Independent System Operator Corporation Agreement and Tariff, Business Practice Manuals (BPMs), and Operating Procedures, including the rules, protocols, procedures and standards attached thereto, as the same may be amended or modified from time-to-time and approved by the Federal Energy Regulatory Commission or any successor entity performing similar functions.

“Calculation Period” means each calendar month, or portion thereof, during the Delivery Term.

“California RPS” or “California Renewables Portfolio Standard” means the California renewables portfolio standard, as set forth in Cal. Pub. Util. Code §§ 399.11 et seq. and requiring that a specified percentage of a retail seller’s retail sales should be supplied with electricity generated by eligible ERRs, as administered by the CPUC as set forth in applicable CPUC Decisions (“D”), including D.11-12-052, and as may be modified by subsequent decision of the CPUC or by subsequent legislation, and regulations promulgated with respect thereto.

“CEC” means the California Energy Commission or any successor entity performing similar functions.

“Change in Law” has the meaning set forth in Section 1.3 hereof, and “change in law” when used herein means Change in Law.

“Contract Price” has the meaning set forth on page 1 of this Confirmation.

“Contract Quantity” has the meaning set forth on page 1 of this Confirmation.

“CPUC” means the California Public Utilities Commission or any successor entity performing similar functions.

“Delivery Point” has the meaning set forth on page 1 of this Confirmation.

“Delivery Term” has the meaning set forth on page 1 of this Confirmation.

“Energy” means electrical energy, measured in MWh, generated by the Project.

“Exhibit(s)” shall be those certain Exhibit(s), which are attached hereto and made a part hereof.

“Force Majeure” means an event or circumstance which prevents one Party from performing its obligations under this Confirmation, which event or circumstance was not anticipated as of the Effective Date, which is not within the reasonable control of, or the result of the negligence of, the Claiming Party, and which, by the exercise of due diligence, the Claiming Party is unable to overcome or avoid or cause to be avoided. Force Majeure shall not be based on (i) the loss of Buyer’s markets; (ii) Buyer’s inability economically to use or resell the Product purchased hereunder; or (iii) Seller’s ability to sell the Product at a price greater than the Contract Price.

“Governmental Authority” means any federal, state, local or municipal government, governmental department, commission, board, bureau, agency, or instrumentality, or any judicial, regulatory or administrative body, or the CAISO or any other transmission authority, having or asserting jurisdiction over a Party or the Agreement.

“Green Attributes” means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the generation from the Project, and its avoided emission of pollutants. Green Attributes include but are not limited to Renewable Energy Credits, as well as: (a) any avoided emission of pollutants to the air, soil or water such as sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO) and other pollutants; (b) any avoided emissions of carbon dioxide (CO<sub>2</sub>), methane (CH<sub>4</sub>), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth’s climate by trapping heat in the atmosphere; (c) the reporting rights to these avoided emissions, such as Green Tag Reporting Rights. Green Tag Reporting Rights are the right of a Green Tag Purchaser to report the ownership of accumulated Green Tags in compliance with federal or state law, if applicable, and to a federal or state agency or any other party at the Green Tag Purchaser’s discretion, and include without limitation those Green Tag Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program. Green Tags are accumulated on a MWh basis and one Green Tag represents the Green Attributes associated with one (1) MWh of Energy. Green Attributes do not include (i) any Energy, capacity, reliability or other power attributes from the Project, (ii) production tax credits associated with the construction or operation of the Project and other financial incentives in the form of credits, reductions, or allowances associated with the Project that are applicable to a state or federal income taxation obligation, (iii) fuel-related subsidies or “tipping fees” that may be paid to Seller to accept certain fuels, or local subsidies received by the generator for the destruction of particular preexisting pollutants or the promotion of local environmental benefits, or (iv) emission reduction credits encumbered or used by the Project for compliance with local, state, or federal operating and/or air quality permits. If the Project is a biomass or biogas facility and Seller receives any tradable Green Attributes based on the greenhouse gas reduction benefits or other emission offsets attributed to its fuel usage, it shall provide Buyer with sufficient Green Attributes to ensure that there are zero net emissions associated with the production of electricity from the Project.

“Green Attributes Price” has the meaning set forth on page 1 of this Confirmation.

“Index Price” means the CAISO Integrated Forward Market Day-Ahead price (as such term is defined in the CAISO Tariff) at the Pricing Node for each applicable hour of a Project as published by the CAISO on the CAISO website; or any successor thereto, unless a substitute publication and/or index is mutually agreed to by the Parties.

“Investment Grade Credit Rating” means a Credit Rating of BBB- or higher by S&P, BBB- or higher by Fitch, or Baa3 or higher by Moody’s.

“Long-Term Contract” means any RPS power purchase and sale agreement between SCE and a third party generator which has at least ten (10) years remaining in its delivery term as of the Start Date or, for facilities added to Exhibit A after the Start Date, the date when its generation facilities are added to Exhibit A, which Product has been sold by SCE to Seller pursuant to the Upstream Agreement, and from which Seller shall re-sell Product to Buyer under this Confirmation, and which otherwise meets the Seller representations and warranties set forth in Section 1.6 of this Confirmation.

“MW” means megawatt.

“MWh” means megawatt-hour.

“Project” as used herein has the same meaning as “Generating Facility.”

“REC Vintage” means the date of Energy generation found on a WREGIS Certificate.

“Related Confirmation” means that certain Confirmation for Energy and Associated Green Attributes between OCPA (as Buyer) and CEA (as Seller) dated as of the date hereof.

“Replacement Price” means the price at which Buyer, acting in a commercially reasonable manner, purchases at the Delivery Point a replacement for any Product specified in a Transaction but not delivered by Seller, plus (i) costs reasonably incurred by Buyer in purchasing such substitute Product and (ii) additional transmission charges, if any, reasonably incurred by Buyer to the Delivery Point, or at Buyer’s option, the market price at the Delivery Point for such Product not delivered as determined by Buyer in a commercially reasonable manner; provided, however, in no event shall such price include any penalties, ratcheted demand or similar charges, nor shall Buyer be required to utilize or change its utilization of its owned or controlled assets or market positions to minimize Seller’s liability. For the purposes of this definition, Buyer shall be considered to have purchased replacement Product to the extent Buyer shall have entered into one or more arrangements in a commercially reasonable manner whereby Buyer repurchases its obligation to sell and deliver the Product to another party at the Delivery Point.

“Renewable Energy Credits” or “REC” has the meaning set forth in California Public Utilities Code Section 399.12(h) and CPUC Decision D.08-08-028, as applicable to the specific RECs transferred hereunder. Each REC conveys the right to claim title to all attributes corresponding to one megawatt of electric energy generated by an ERR and is evidenced by the transfer of one WREGIS Certificate.

“Reporting Year” means the period beginning January 1 and continuing until December 31 of the subject year (e.g., Reporting Year 2026 means January 1, 2026 through December 31, 2026).

“SCE” means Southern California Edison.

“Upstream Agreement” means that certain Voluntary Allocation Agreement effective as of July 28, 2022, between OCPA and Southern California Edison (and any subsequent related agreements).

“WECC” means the Western Electricity Coordinating Council or its successor organizations.

“WREGIS” means the Western Renewable Energy Generation Information System or any successor renewable energy tracking program.

“WREGIS Certificate” means “Certificate” as defined by WREGIS in the WREGIS Operating Rules and designated by law as eligible for complying with the California RPS Program and for evidencing the RECs associated with the Product.

“WREGIS Operating Rules” means the operating rules and requirements adopted by WREGIS.

**EXHIBIT A**

**PROJECTS**

**EXHIBIT B**  
**FORM OF LIMITED ASSIGNMENT AGREEMENT**

**CONFIRMATION  
LONG-TERM RPS ENERGY AND GREEN ATTRIBUTES**

This confirmation (“Confirmation”) confirms the Transaction between Clean Energy Alliance, a California joint powers authority (“Party A”) and Orange County Power Authority, a California joint powers authority (“Party B”), each individually a “Party” and together the “Parties”, dated as of [\_\_\_\_\_], 2026 (the “Effective Date”), by which Seller agrees to sell and deliver, and Buyer agrees to purchase and receive, the Product (the “Transaction”). This Transaction is governed by, constitutes part of, and is subject to the terms and provisions of the Edison Electric Institute Master Power Purchase and Sale Agreement dated [\_\_\_\_\_] between the Parties (the “Master Agreement”). In the event of a conflict between the provisions of the Master Agreement and this Confirmation, this Confirmation shall control. This Confirmation and the Master Agreement, including any appendices, exhibits or amendments hereto or thereto, shall collectively be referred to as the “Agreement” and will constitute a single agreement between the Parties with respect to the Transaction. Terms capitalized but not defined herein shall have the meaning as set forth in the Master Agreement or the CAISO Tariff.

The Parties agree as follows:

<b>Seller: CEA</b>	<b>Buyer: OCPA</b>
<b>Product:</b>	<p>The “<u>Product</u>” is Energy and associated Green Attributes generated from the Project.</p> <p>During the Delivery Term, Seller shall deliver and sell, and Buyer shall purchase and receive, the Contract Quantity of this Product, subject to the terms and conditions of this Confirmation. Seller shall not substitute or attempt to deliver any Product, including Green Attributes, from any generating resource other than the Project.</p>
<b>Contract Price:</b>	<p>The “<u>Contract Price</u>” means the Index Price plus the Green Attributes Price.</p> <p>The “<u>Green Attributes Price</u>” means the “RPS Adder” for the calendar year in which the RECs are generated, published by the Energy Division of the CPUC as the “Calculation of the Market Price Benchmarks for the Power Charge Indifference Adjustment Forecast and True Up”, which may be revised in future publications by the CPUC as the final “RPS Adder.</p>
<b>Contract Quantity (MWh):</b>	<p>REC Vintage 2026: 400,000 MWh            REC Vintage 2027: 550,000 MWh            REC Vintage 2028: 550,000 MWh            REC Vintage 2029: 550,000 MWh            REC Vintage 2030: 550,000 MWh            REC Vintage 2031: 550,000 MWh            REC Vintage 2032: 550,000 MWh            REC Vintage 2033: 500,000 MWh            REC Vintage 2034: 500,000 MWh            REC Vintage 2035: 400,000 MWh</p>
<b>Delivery Term:</b>	<p>June 1, 2026 through Dec 31, 2035; provided that, for the sole purpose of matching delivery of RECs with Energy, such period will extend through the date that all RECs associated with such Energy have been delivered from Seller to Buyer in accordance with this Confirmation.</p>

<b>Delivery Point:</b>	Ref. to sample: SP15 (TH_SP15_GEN_APND)
<b>Payment Terms:</b>	See Section 2
<b>Collateral:</b>	None

**This Confirmation is subject to the General Terms and Conditions and Exhibits identified below and attached hereto:**

**Exhibit A – Projects**

**Exhibit B – Form of Limited Assignment Agreement**

IN WITNESS WHEREOF, the Parties have signed this Confirmation effective as of the Effective Date.

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

**CLEAN ENERGY ALLIANCE,**  
a California joint powers authority

By: \_\_\_\_\_  
Name: Joseph P. Mosca  
Title: Chief Executive Officer

By: \_\_\_\_\_  
Name: Gregory Wade  
Title: Chief Executive Officer \_\_\_\_\_

## GENERAL TERMS AND CONDITIONS

### 1. **PRODUCT.**

#### 1.1 Seller Delivery Obligation.

##### (a) Seller's Conveyance of Energy.

- (i) Beginning on the first day of the Delivery Term and throughout all applicable months of the Delivery Term, Seller shall deliver and sell, and Buyer shall purchase and receive, the Product, subject to the terms and conditions of this Confirmation. Seller will not be obligated to sell or replace any Product that is not or cannot be delivered as a result of Force Majeure or which is not received by Seller pursuant to the Upstream Agreement.
- (ii) The Energy transferred hereunder is transferred immediately to Buyer upon receipt of such Energy by Seller. Should any Energy provided by Seller under this Confirmation be determined to not have been transferred to Buyer immediately or to have originated from a resource other than the Project, Seller shall remedy such failure in a manner reasonably acceptable to Buyer within a reasonable period of time after written notice of such failure is given to Seller by Buyer.

- (iii) In the event that Energy being transferred from Seller to Buyer originates from a Project located outside of the state of California that does not have a pseudo-tie arrangement with the applicable California balancing authority, Seller shall provide Buyer a reconciliation consisting of hourly meter data, tag data and associated calculations, lesser of each by hour, for each vintage month of RECs delivered to Buyer under this Confirmation.
- (b) Seller's Conveyance of Green Attributes.
  - (i) During the Delivery Period, Seller, at its own cost and expense, shall maintain its registration with WREGIS. All Green Attributes transferred by Seller hereunder shall be California RPS-compliant, subject to confirmation by the CEC. Seller shall, at its sole expense, use WREGIS as required pursuant to the WREGIS Operating Rules to effectuate the transfer of Green Attributes to Buyer in accordance with WREGIS reporting protocols and WREGIS Operating Rules.
  - (ii) For each applicable month of the Delivery Period, Seller shall deliver and convey the Green Attributes associated with the California RPS-Eligible Electric Energy delivered pursuant to 1.1(a) above within five (5) days of Seller's receipt of the WREGIS Certificates for the Green Attributes pursuant to the Upstream Agreement. Seller shall deliver and convey such Green Attributes by properly transferring such WREGIS Certificates, in accordance with the rules and regulations of WREGIS, equivalent to the quantity of Green Attributes, to Buyer into Buyer's WREGIS account such that all right, title and interest in and to the WREGIS Certificates shall transfer from Seller to Buyer; provided further, that if Seller fails to properly transfer such WREGIS Certificates to Buyer in accordance with the above due to an error or omission of an administrative or clerical nature and if such failure can be cured with no harm to Buyer, then Seller may cure such failure within thirty (30) days after notice of such failure.
  - (iii) In addition to its other obligations under this Section 1.1, Seller shall convey to Buyer WREGIS Certificates from the Projects that are of the same Vintage Year as the Product that was provided under Section 1.1(a) of this Confirmation.
- (c) Modification of Projects. All Product sold by Seller to Buyer hereunder shall be from the facilities listed in Exhibit A, or subsequently identified pursuant to the Upstream Agreement and the requirements of this Confirmation and otherwise meeting the Seller representations, warranties and covenants set forth herein (each such facility, a "Project" and collectively, the "Projects"). Buyer acknowledges and agrees that under the Upstream Agreement, SDG&E has the right, at any time and in its sole discretion, to reducing the quantity from a Project or removing a Project from the Upstream Agreement. If a Project is removed from the Upstream Agreement, the Project shall cease to be a Project under this Confirmation. Seller shall provide prompt notice to Buyer upon receipt of any notice to Seller from SDG&E of any such reduction or termination has occurred. Seller has the right to amend the list of Projects in Exhibit A from time to time with written notice prior to the delivery of Energy from such Project or Projects to reflect SDG&E's removal of one or more Projects from the Upstream Agreement. Notwithstanding any provision herein to the contrary, Seller may only deliver Product to Buyer from non-emitting, zero-emission generating

facilities. Further, Seller agrees to deliver Product that is hundred percent (100%) from solar generating resources only.

- (d) Quantity of Product. Buyer acknowledges that the quantities of Product available to Seller under the Upstream Agreement is dependent on Seller's load share percentage with SDG&E, which is subject to adjustment on an annual basis. In the event that a reduction in the load share percentage of Seller under the Upstream Agreement results in a change in the amount of Product available to Seller from each Project that is less than the amount that Seller is obligated to deliver to Buyer pursuant to this Confirmation, then the quantity of Product that Seller is obligated to deliver pursuant to this Confirmation will be reduced accordingly.
- (e) Obligation to Deliver; Remedies for Shortfall. Seller's obligation to deliver the Product is a firm obligation, subject only to Force Majeure and Seller's failure to receive such Product under the Upstream Agreement. In the event that Seller is prevented from delivering the quantity of Product set forth in this Confirmation for a reason set forth in this Section 1.1 and not an event of default by Seller, then Buyer will have the right to make a corresponding reduction in volume of Product pursuant to that certain swap confirmation between Buyer and Seller of even date herewith ("Swap Confirmation"), it being understood that this Confirmation and the Swap Confirmation are intended to match in terms of price and quantity.

1.2 Reserved.

1.3 Change in Law.

- (a) If due to any action by the CPUC or any Governmental Authority, or any change in Applicable Law occurring after the Effective Date that modifies the California RPS such that this Confirmation no longer meets the requirements of the California RPS for this Product (a "Change in Law"), Seller shall use commercially reasonable efforts to obtain compliance with such Change in Law provided that such costs should not be greater than [\$25,000] (the "Capped Amount"). This requirement shall not apply to any Product that was delivered prior to any Change in Law if such Product complied with the California RPS that existed when it was delivered.
- (b) The Parties acknowledge that the CEC and/or CPUC may be modifying mandatory contract language, altering the procurement and product qualification rules, and updating the relevant RPS Eligibility Guidebook in a manner consistent with that legislation. If any statutes, rules, regulations, permits or authorizations are enacted, amended, granted or revoked which have the effect of changing the transfer and sale procedure set forth in this Confirmation so that the implementation of this Transaction becomes impossible or impracticable, or otherwise revokes or eliminates the California RPS or language required to conform to the California RPS, subject to Seller's obligation to use commercially reasonable efforts to obtain compliance with a Change in Law up to the Capped Amount, the Parties hereto agree to negotiate in good faith to amend this Confirmation to conform with such new statutes, regulations, or rules in order to maintain the original intent of the Parties under this Confirmation; provided, however, pending any amendment to this Confirmation, to the extent practicable and lawful, the Parties shall perform their respective obligations hereunder in accordance with Applicable Laws as they existed prior to the effectiveness of such new statutes, regulations, or rules; provided, further, that notwithstanding the

foregoing or anything to the contrary herein, neither Party shall be obligated to perform any obligation hereunder (other than payment obligations) to the extent that doing so would cause such Party to be materially adversely affected. If, after use of commercially reasonable efforts by Seller to obtain compliance with a Change in Law and within thirty (30) days after initiating discussions to amend this Confirmation in accordance with the preceding sentence (“Negotiation Period”), the Parties have not agreed upon any amendments to this Confirmation or other agreed measures such that the Confirmation and/or the Product meet(s) the requirements of the California RPS, either Party may terminate this Confirmation within thirty (30) days after the Negotiation Period upon written notice to the other Party, which shall be effective the next Business Day after such notice is received, and any such termination shall be without liability to either Party, except that Buyer shall remain liable to Seller for any Product delivered prior to the effective date of such termination (including for any RECs associated with Energy already delivered to Buyer).

#### 1.4 RPS Non-Modifiable Standard Terms and Conditions (STC).

**STC 6: Eligibility.** Seller, and, if applicable, its successors, represents and warrants that throughout the Delivery Term of this Agreement that: (i) the Project qualifies and is certified by the CEC as an Eligible Renewable Energy Resource (“ERR”) as such term is defined in Public Utilities Code Section 399.12 or Section 399.16; and (ii) the Project’s output delivered to Buyer qualifies under the requirements of the California Renewables Portfolio Standard. To the extent a change in law occurs after execution of this Agreement that causes this representation and warranty to be materially false or misleading, it shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such change in law. [STC 6, Non-modifiable. D.07-11-025, Attachment A, D.0804009]

**STC REC-1: Transfer of Renewable Energy Credits.** Seller and, if applicable, its successors, represents and warrants that throughout the Delivery Term of this Agreement the Renewable Energy Credits transferred to Buyer conform to the definition and attributes required for compliance with the California Renewables Portfolio Standard, as set forth in California Public Utilities Commission Decision 08-08-028, and as may be modified by subsequent decision of the California Public Utilities Commission or by subsequent legislation. To the extent a change in law occurs after execution of this Agreement that causes this representation and warranty to be materially false or misleading, it shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such change in law. [STC REC-1, Non-modifiable. D.11-01-025]

**STC REC-2: Tracking of RECs in WREGIS.** Seller warrants that all necessary steps to allow the Renewable Energy Credits transferred to Buyer to be tracked in the Western Renewable Energy Generation Information System will be taken prior to the first delivery under the contract. [STC REC-2, Non-modifiable. D.11-01-025]

**STC 17: Applicable Law.** This Agreement and the rights and duties of the parties hereunder shall be governed by and construed, enforced and performed in accordance with the laws of the state of California, without regard to principles of conflicts of law. To the extent enforceable at such time, each party waives its respective right to any jury trial with respect to any litigation arising under or in connection with this Agreement. [STC 17, Nonmodifiable. D.07-11-025, Attachment A, D.08-04-009]

The aggregate “commercially reasonable efforts” expenditures for Eligibility (STC 6), Transfer of RECS (STC REC-1), and Change of Law (Section 1.3) are limited to the Capped Amount.

1.5 Reserved.

1.6 Seller Representations, Warranties and Covenants.

- (a) Seller represents, warrants and covenants, as of the Effective Date and throughout the Delivery Term, that:
  - (i) Seller has the contractual rights to sell all right, title, and interest in the Product agreed to be delivered hereunder, subject to the terms of Section 1.1;
  - (ii) Seller has not sold the Product to be delivered under this Confirmation to any other person or entity;
  - (iii) at the time of delivery, all rights, title, and interest in the Product to be delivered under this Confirmation are free and clear of all liens, taxes, claims, security interests, or other encumbrances of any kind whatsoever;
  - (iv) The facilities included in the Project each: (a) have a first point of interconnection with a California balancing authority, or (b) have a first point of interconnection with distribution facilities used to serve end users within a California balancing authority area, or (c) are scheduled from the eligible renewable energy resource into a California balancing authority without substituting electricity from another source;
  - (v) This Confirmation transfers only Energy and Green Attributes that have been generated during the Delivery Term; and
  - (vi) All Product sold hereunder will be from Long-Term Contracts.
- (b) Seller makes no representation, warranty or covenant with respect to any portfolio content category designation pursuant to California Public Utilities Code Section 399.16, nor any eligibility of the Product to qualify as excess procurement pursuant to California Public Utilities Code Section 399.13(a)(4)(B).
- (c) For the avoidance of doubt, during the Delivery Term, Seller shall act on Buyer's behalf with respect to Energy deliveries to the CAISO and CAISO settlement.

## 2. MONTHLY BILLING SETTLEMENT.

2.1 Monthly Cash Settlement Amount. Buyer shall pay Seller the "Monthly Cash Settlement Amount", in arrears, for each Calculation Period in the amount equal to the sum, of (A) plus (B) minus (C), where:

A = the sum, over all hours of the Calculation Period, of (i) the applicable Energy Price for each hour of Delivered Energy within the applicable CAISO market (i.e. integrated forward market, fifteen minute, and/or Real-Time Market) multiplied by (ii) the quantity of Delivered Energy during the time interval in each respective market; and

B = the Green Attributes Price multiplied by the quantity of Green Attributes (in MWhs) that will be conveyed as described in Section 2.1 and that are associated with the Delivered Energy in the Calculation Period; and

C = the sum, over all hours of the Calculation Period, of (i) the applicable Energy Price for each hour of Delivered Energy within the applicable CAISO market (i.e. integrated forward market, fifteen minute, and/or Real-Time Market) multiplied by (ii) the quantity of Delivered Energy during the time interval in each respective market.

Such Monthly Cash Settlement Amount constitutes payment for the Product, including the Green Attributes, for such applicable Calculation Period. Buyer shall be obligated to make such payments with respect to each applicable Calculation Period notwithstanding the fact that the Green Attributes associated with a particular Calculation Period may be delivered or credited to Buyer's WREGIS account subsequent to the conclusion of the applicable Calculation Period in accordance with 1.1(b)(ii), provided that if Seller fails to comply with the provisions of Section 1.1(b)(ii), Buyer shall be entitled to exercise all rights and remedies available to Buyer under this Confirmation for Seller's failure to deliver the Product.

- 2.2 Annual True-Up. If the CPUC publishes the "Calculation of the Market Price Benchmarks for the Power Charge Indifferent Adjustment Forecast and True Up" which has a final "RPS Adder" for a calendar year that differs from the Green Attributes Price invoiced to and paid by the Buyer for the Product for that same calendar year, Seller will adjust future invoices to account for such differences. Subject to the other terms of this Confirmation, no interest shall be paid on the amount of any adjustments due to the publishing of a final "RPS Adder."
- 2.3 Monthly Billing. The calendar month shall be the standard period for all payments under this Confirmation (other than Termination Payments and as otherwise specified in this Confirmation). As soon as practicable after the end of each month, Seller will render to the Buyer an invoice for the payment obligations, if any, determined hereunder for the preceding month.
- 2.4 Payment Due Date. The Parties hereby agree that all invoices under this Confirmation shall be due and payable on the later of (a) the twentieth (20th) day of the month in which Seller delivered such invoice, provided that if such day is not a Business Day, then such invoice will be due and payable on the next Business Day, and (b) the tenth (10<sup>th</sup>) Business Day after Buyer's receipt of Seller's invoice. The Parties acknowledge that, due to the timing of their creation in WREGIS, Green Attributes may not have been delivered to Buyer at the time of the invoice or payment for the Calculation Period with which they are associated. Seller shall promptly transfer Green Attributes to Buyer after their creation in accordance with Section 1.1(b)(ii).
3. **LIMITED ASSIGNMENT**. Notwithstanding anything in the Agreement to the contrary, Buyer may make a limited assignment in connection with a municipal prepayment financing transaction to an entity (such entity, "Limited Assignee") that has, or that provides a parent guaranty in a form and substance reasonably acceptable to Seller from an entity with, an Investment Grade Credit Rating, of Buyer's right to receive Product (which shall not be for retail sale) and its obligation to make payments to Seller, which assignment (x) shall be expressly subject to the Limited Assignee's timely payment of amounts due under this Confirmation and (y) shall not relieve Buyer of any of its obligations under this Confirmation in any respects, at any time upon not less than thirty (30) days' Notice by delivering a written request for such assignment, which request must include a proposed form of agreement substantially in the form attached hereto as Exhibit B (subject to the Parties' good faith negotiation to finalize such agreement), or as otherwise reasonably acceptable to Seller. Seller agrees to (i) comply with Limited Assignee's reasonable requests for know-your-customer and similar account opening information and documentation with respect to Seller, including but not limited to information related to forecasted generation, credit rating, and compliance with antimoney laundering rules, the Dodd-Frank Act, the Commodity Exchange Act, the Patriot Act and similar

rules, regulations, requirements and corresponding policies; and (ii) in good faith cooperate and work with Buyer and Limited Assignee to agree on such assignment agreement.

4. **TAXES AND FEES.** Seller shall pay or cause to be paid all taxes on or with respect to the Product or this Transaction arising prior to the Delivery Point. Buyer shall pay or cause to be paid all taxes on or with respect to the Product or this Transaction at and from the Delivery Point. As used herein “taxes” means, but is not limited to, any or all ad valorem, property, occupation, severance, first use, conservation, gross receipts, privilege, sales, use, consumption, excise, lease, transaction, and other taxes, governmental charges, licenses, fees, permits and assessments, or increases therein.

5. **FORCE MAJEURE.** To the extent either Party is prevented by Force Majeure from carrying out, in whole or part, its obligations under this Confirmation and such Party (the “Claiming Party”) gives notice and details of the Force Majeure to the other Party as soon as practicable, then the Claiming Party shall be excused from the performance of its obligations (other than the obligation to make payments then due or becoming due with respect to performance prior to the Force Majeure). The Claiming Party shall remedy the Force Majeure with all reasonable dispatch. The non-Claiming Party shall not be required to perform or resume performance of its obligations to the Claiming Party corresponding to the obligations of the Claiming Party excused by Force Majeure.

6. **REMEDIES FOR FAILURE TO DELIVER/RECEIVE.**

6.1 If Seller fails to deliver all or part of the Product under this Confirmation, and such failure is not excused under the terms of the Product or by Buyer's failure to perform, then Seller shall pay Buyer within ten 10 Business Days of invoice receipt, an amount for such deficiency equal to the amount for such deficiency equal to the positive difference, if any, obtained by subtracting the Green Attributes Price from the Replacement Price. The invoice for such amount shall include a written statement explaining in reasonable detail the calculation of such amount.

6.2 If Buyer fails to receive all or part of the Product pursuant to this Confirmation and such failure is not excused under the terms of the Product or by Seller's failure to perform, then Buyer shall pay Seller within ten 10 Business Days of invoice receipt, an amount for such deficiency equal to . The invoice for such amount shall include a written statement explaining in reasonable detail the calculation of such amount.

6.3 In addition to Seller's remedies under Section 6.2 above, Seller's obligation to deliver the Contract Quantity may be reduced at Seller's option in the event Buyer fails to deliver, for any reason, any portion of the contract quantity of product set forth in that certain confirmation between Party A and Party B of even date herewith (“Related Confirmation”); provided, however, that Seller's obligation to deliver the Contract Quantity of Product may not be reduced by an amount greater than the contract quantity of product that Buyer failed to deliver under the Related Confirmation. Seller's rights under this provision are cumulative and in addition to Seller's rights under the Related Confirmation.

7. **REMEDIES UPON DEFAULT.**

7.1 Liquidated Damages. Buyer and Seller agree this Section 7 in its entirety represents the liquidated damages of each, and no part hereof represents a penalty.

7.2 Remedies. If either Party is subject to an Event of Default, then the other Party (the “Non-Defaulting Party”) may select any or all of the following remedies: (i) to designate a day, no earlier than the day such notice is effective and no later than twenty (20) days after such notice is effective, as an early termination date (“Early Termination Date”) on which the Transaction will be terminated (the “Terminated Transaction”), accelerate all amounts owing between the

Parties and liquidate and terminate the Transaction (ii) withhold any payments due in respect of this Confirmation to the extent of its damages pursuant to this Section 7, (iii) suspend performance, and (iv) exercise such remedies as provided in this Confirmation, including an action for damages (except as limited by Section 7.5).

7.3 Termination Payment. With respect to any Terminated Transaction:

- (a) The Non-Defaulting Party shall aggregate into a single liquidated amount expressed in U.S. Dollars payable by the Defaulting Party or the Non-Defaulting Party, as applicable: (i) its Losses or Gains, and Costs, in each case solely in respect of the undelivered portion of the Contract Quantity for each year of the Delivery Term, *minus* (ii) any and all other amounts due and owing to the Defaulting Party under this Confirmation, *plus* (iii) any and all other amounts due and owing to the Non-Defaulting Party under this Confirmation (the "Termination Payment"). If the Termination Payment is a positive number, the Defaulting Party will pay it to the Non-Defaulting Party; if it is a negative number, the Non-Defaulting Party will pay the absolute value of the Termination Payment to the Defaulting Party.
- (b) Any Termination Payment due under subsection (a) shall be due within ten (10) Business Days following the Defaulting Party's receipt of notice of the Termination Payment.
- (c) Any Non-Defaulting Party shall be obligated to use commercially reasonable efforts to mitigate its Costs, Losses and damages resulting from any Event of Default of the other Party under this Confirmation; provided, that in no event will the Non-Defaulting Party be required to use or change its utilization of its owned or controlled assets or market positions to mitigate its Costs, Losses and damages.

7.4 Calculation Disputes. If the Defaulting Party disputes the Non-Defaulting Party's calculation of the Termination Payment, in whole or in part, the Defaulting Party will, within five (5) Business Days of receipt of the Non-Defaulting Party's calculation, provide the Non-Defaulting Party a detailed written explanation of the basis for such dispute.

7.5 Limitation on Damages. The Defaulting Party's liability will be limited to the Termination Payment as set forth in Section 7.3.

7.6 Exclusive Remedy. UNLESS EXPRESSLY HEREIN PROVIDED, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED HEREUNDER CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS. ALL OTHER REMEDIES OR DAMAGES FOR FAILURE TO SELL OR PURCHASE PRODUCT AT LAW OR IN EQUITY ARE HEREBY WAIVED.

8. CREDIT TERMS. Notwithstanding anything herein or in the Master Agreement to the contrary, Performance Assurance shall not be required from either Party in connection with this Transaction.

9. **WAIVER.** No delay or omission by a Party in the exercise of any right under this Confirmation shall be taken, construed or considered as a waiver or relinquishment thereof, and any such right may be exercised from time to time and as often as may be deemed expedient. If any of the terms and conditions hereof are breached and thereafter waived by a Party, such waiver shall be limited to the particular breach so waived and is not deemed to waive any other breach hereunder.
10. **COUNTERPARTS.** This Confirmation may be signed in any number of counterparts with the same effect as if the signatures to the counterparts were upon a single instrument. The Parties may rely on electronic or scanned signatures as originals under this Confirmation. Delivery of an executed signature page of this Confirmation by electronic mail transmission (including PDF) shall be the same as delivery of a manually executed signature page.
11. **ENTIRE AGREEMENT.** This Confirmation sets forth the terms of the Transaction into which the Parties have entered and the Agreement shall constitute the entire agreement between the Parties relating to the contemplated purchase and sale of the Product. Notwithstanding any other provision of the Agreement, this Transaction may be entered into only through a written instrument executed by both Parties, and no amendment or modification to this Confirmation shall be enforceable except through a written instrument executed by both Parties.
12. **DEFINITIONS.**

“Applicable Law” means any statute, law, treaty, rule, tariff, regulation, ordinance, code, permit, enactment, injunction, order, writ, decision, authorization, judgment, decree or other legal or regulatory determination or restriction by a court or Governmental Authority of competent jurisdiction, or any binding interpretation of the foregoing, as any of them is amended or supplemented from time to time, that apply to either or both of the Parties, the Generating Facilities, the California RPS, or the terms of the Agreement.

“CAISO” means the California Independent System Operator Corporation or the successor organization to the functions thereof.

“CAISO Energy” has the meaning set forth in the CAISO Tariff.

“CAISO Tariff” means the California Independent System Operator Corporation Agreement and Tariff, Business Practice Manuals (BPMs), and Operating Procedures, including the rules, protocols, procedures and standards attached thereto, as the same may be amended or modified from time-to-time and approved by the Federal Energy Regulatory Commission or any successor entity performing similar functions.

“Calculation Period” means each calendar month, or portion thereof, during the Delivery Term.

“California RPS” or “California Renewables Portfolio Standard” means the California renewables portfolio standard, as set forth in Cal. Pub. Util. Code §§ 399.11 et seq. and requiring that a specified percentage of a retail seller’s retail sales should be supplied with electricity generated by eligible ERRs, as administered by the CPUC as set forth in applicable CPUC Decisions (“D”), including D.11-12-052, and as may be modified by subsequent decision of the CPUC or by subsequent legislation, and regulations promulgated with respect thereto.

“CEC” means the California Energy Commission or any successor entity performing similar functions.

“Change in Law” has the meaning set forth in Section 1.3 hereof, and “change in law” when used herein means Change in Law.

“Contract Price” has the meaning set forth on page 1 of this Confirmation.

“Contract Quantity” has the meaning set forth on page 1 of this Confirmation.

“CPUC” means the California Public Utilities Commission or any successor entity performing similar functions.

“Delivery Point” has the meaning set forth on page 1 of this Confirmation.

“Delivery Term” has the meaning set forth on page 1 of this Confirmation.

“Energy” means electrical energy, measured in MWh, generated by the Project.

“Exhibit(s)” shall be those certain Exhibit(s), which are attached hereto and made a part hereof.

“Force Majeure” means an event or circumstance which prevents one Party from performing its obligations under this Confirmation, which event or circumstance was not anticipated as of the Effective Date, which is not within the reasonable control of, or the result of the negligence of, the Claiming Party, and which, by the exercise of due diligence, the Claiming Party is unable to overcome or avoid or cause to be avoided. Force Majeure shall not be based on (i) the loss of Buyer’s markets; (ii) Buyer’s inability economically to use or resell the Product purchased hereunder; or (iii) Seller’s ability to sell the Product at a price greater than the Contract Price.

“Governmental Authority” means any federal, state, local or municipal government, governmental department, commission, board, bureau, agency, or instrumentality, or any judicial, regulatory or administrative body, or the CAISO or any other transmission authority, having or asserting jurisdiction over a Party or the Agreement.

“Green Attributes” means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the generation from the Project, and its avoided emission of pollutants. Green Attributes include but are not limited to Renewable Energy Credits, as well as: (a) any avoided emission of pollutants to the air, soil or water such as sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO) and other pollutants; (b) any avoided emissions of carbon dioxide (CO<sub>2</sub>), methane (CH<sub>4</sub>), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth’s climate by trapping heat in the atmosphere; (c) the reporting rights to these avoided emissions, such as Green Tag Reporting Rights. Green Tag Reporting Rights are the right of a Green Tag Purchaser to report the ownership of accumulated Green Tags in compliance with federal or state law, if applicable, and to a federal or state agency or any other party at the Green Tag Purchaser’s discretion, and include without limitation those Green Tag Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program. Green Tags are accumulated on a MWh basis and one Green Tag represents the Green Attributes associated with one (1) MWh of Energy. Green Attributes do not include (i) any Energy, capacity, reliability or other power attributes from the Project, (ii) production tax credits associated with the construction or operation of the Project and other financial incentives in the form of credits, reductions, or allowances associated with the Project that are applicable to a state or federal income taxation obligation, (iii) fuel-related subsidies or “tipping fees” that may be paid to Seller to accept certain fuels, or local subsidies received by the generator for the destruction of particular preexisting pollutants or the promotion of local environmental benefits, or (iv) emission reduction credits encumbered or used by the Project for compliance with local, state, or federal operating and/or air quality permits. If the Project is a biomass or biogas facility and Seller receives any tradable Green Attributes based on the greenhouse gas reduction benefits or other emission offsets attributed to its fuel usage, it shall provide Buyer with sufficient Green Attributes to ensure that there are zero net emissions associated with the production of electricity from the Project.

“Green Attributes Price” has the meaning set forth on page 1 of this Confirmation.

“Index Price” means the CAISO Integrated Forward Market Day-Ahead price (as such term is defined in the CAISO Tariff) at the Pricing Node for each applicable hour of a Project as published by the CAISO on the CAISO website; or any successor thereto, unless a substitute publication and/or index is mutually agreed to by the Parties.

“Investment Grade Credit Rating” means a Credit Rating of BBB- or higher by S&P, BBB- or higher by Fitch, or Baa3 or higher by Moody’s.

“Long-Term Contract” means any RPS power purchase and sale agreement between SDG&E and a third party generator which has at least ten (10) years remaining in its delivery term as of the Start Date or, for facilities added to Exhibit A after the Start Date, the date when its generation facilities are added to Exhibit A, which Product has been sold by SDG&E to Seller pursuant to the Upstream Agreement, and from which Seller shall re-sell Product to Buyer under this Confirmation, and which otherwise meets the Seller representations and warranties set forth in Section 1.6 of this Confirmation.

“MW” means megawatt.

“MWh” means megawatt-hour.

“Project” as used herein has the same meaning as “Generating Facility.”

“REC Vintage” means the date of Energy generation found on a WREGIS Certificate.

“Related Confirmation” means that certain Confirmation for Energy and Associated Green Attributes between OCPA (as Buyer) and CEA (as Seller) dated as of the date hereof.

“Replacement Price” means the price at which Buyer, acting in a commercially reasonable manner, purchases at the Delivery Point a replacement for any Product specified in a Transaction but not delivered by Seller, plus (i) costs reasonably incurred by Buyer in purchasing such substitute Product and (ii) additional transmission charges, if any, reasonably incurred by Buyer to the Delivery Point, or at Buyer’s option, the market price at the Delivery Point for such Product not delivered as determined by Buyer in a commercially reasonable manner; provided, however, in no event shall such price include any penalties, ratcheted demand or similar charges, nor shall Buyer be required to utilize or change its utilization of its owned or controlled assets or market positions to minimize Seller’s liability. For the purposes of this definition, Buyer shall be considered to have purchased replacement Product to the extent Buyer shall have entered into one or more arrangements in a commercially reasonable manner whereby Buyer repurchases its obligation to sell and deliver the Product to another party at the Delivery Point.

“Renewable Energy Credits” or “REC” has the meaning set forth in California Public Utilities Code Section 399.12(h) and CPUC Decision D.08-08-028, as applicable to the specific RECs transferred hereunder. Each REC conveys the right to claim title to all attributes corresponding to one megawatt of electric energy generated by an ERR and is evidenced by the transfer of one WREGIS Certificate.

“Reporting Year” means the period beginning January 1 and continuing until December 31 of the subject year (e.g., Reporting Year 2026 means January 1, 2026 through December 31, 2026).

“SDG&E” means San Diego Gas & Electric.

“Upstream Agreement” means that certain Voluntary Allocation Agreement effective as of July 28, 2022, between OCPA and Southern California Edison (and any subsequent related agreements).

“WECC” means the Western Electricity Coordinating Council or its successor organizations.

“WREGIS” means the Western Renewable Energy Generation Information System or any successor renewable energy tracking program.

“WREGIS Certificate” means “Certificate” as defined by WREGIS in the WREGIS Operating Rules and designated by law as eligible for complying with the California RPS Program and for evidencing the RECs associated with the Product.

“WREGIS Operating Rules” means the operating rules and requirements adopted by WREGIS.

**EXHIBIT A**

**PROJECTS**

**EXHIBIT B**  
**FORM OF LIMITED ASSIGNMENT AGREEMENT**

**LIMITED ASSIGNMENT AGREEMENT  
([Project Name])**

This Limited Assignment Agreement (this “**Agreement**”) is entered into as of [\_\_\_\_], 202[ ] (the “**Assignment Agreement Effective Date**”) by and among Clean Energy Alliance, a California joint powers authority (“**PPA Seller**”), Orange County Power Authority, a [\_\_\_\_] (“**PPA Buyer**”), and Morgan Stanley Capital Group Inc., a Delaware corporation (“**MSCG**”).

**RECITALS**

**WHEREAS**, PPA Buyer and PPA Seller are parties to that certain PPA identified on Appendix 1 hereto;

**WHEREAS**, in connection with one or more prepaid Energy transactions entered into between the Issuer, and a Prepay Seller, and with effect from and including the Assignment Period Start Date, PPA Buyer wishes to transfer by limited assignment to MSCG, and MSCG wishes to accept the transfer by limited assignment of, the Assigned Rights and Obligations with respect to any and all Assignment Appendices during the Assignment Period;

**WHEREAS**, pursuant to this Agreement, during the Assignment Period, MSCG will receive the Assigned Products specified in any and all Assignment Appendices in effect from time to time and MSCG will deliver such Assigned Products to Prepay Seller(s), which will deliver such Assigned Products to Issuer for ultimate delivery to PPA Buyer; and

**WHEREAS**, pursuant to this Agreement, during the Assignment Period, MSCG will assume responsibility for the Delivered Product Payment Obligation with respect to any and all Assignment Appendices then in effect.

**THEREFORE**, in consideration of the premises above and the mutual covenants and agreements herein set forth, PPA Seller, PPA Buyer and MSCG (the “**Parties**” hereto and each individually a “**Party**”) agree as follows:

**AGREEMENT**

**1. Definitions.**

Unless the context otherwise specifies or requires, or defined below, capitalized terms used but not defined in this Agreement have the meanings set forth in the PPA. The following terms, when used in this Agreement and identified by the capitalization of the first letter thereof, have the respective meanings set forth below, unless the context otherwise requires:

“**Agreement**” has the meaning specified in the first paragraph above.

“**Assigned Products**” means [the Product] under and as defined in the PPA.

**“Assigned Rights and Obligations”** means (i) the right of PPA Buyer under the PPA to receive the Assigned Products in each Month as specified in any and all Assignment Appendices then in effect during the Assignment Period, and (ii) the Delivered Product Payment Obligation, which rights and obligations are transferred and conveyed to MSCG hereunder, but which shall not relieve PPA Buyer of its obligations under the PPA in any respects.

**“Assignment Agreement Effective Date”** has the meaning set forth in the first paragraph above.

**“Assignment Appendix”** means each Assignment Appendix in the form attached hereto as Appendix 2 and delivered by MSCG hereunder pursuant to Section 11(f).

**“Assignment Appendix End Date”** has, with respect to each Assignment Appendix, the meaning specified therein.

**“Assignment Appendix Period”** means, with respect to each Assignment Appendix, the period from the Assignment Appendix Start Date to the Assignment Appendix End Date; provided that no Assignment Appendix Period may commence prior to the Assignment Period Start Date and no Assignment Appendix Period may extend beyond the Assignment Period End Date.

**“Assignment Appendix Start Date”** has, with respect to each Assignment Appendix, the meaning specified therein.

**“Assignment Early Termination Date”** has the meaning specified in Section 5(b).

**“Assignment Period”** has the meaning specified in Section 5(a).

**“Assignment Period End Date”** means 11:59:59 p.m. pacific prevailing time on [\_\_\_\_], 20[\_\_\_\_].

**“Assignment Period Start Date”** means [\_\_\_\_] 1, 20[\_\_\_\_].

**“Business Day”** has the meaning specified in the Prepaid Agreement.

**“Claims”** means all claims or actions, threatened or filed, and the resulting losses, damages, expenses, attorneys’ fees, experts’ fees, and court costs, whether incurred by settlement or otherwise, and whether such claims or actions are threatened or filed prior to or after the termination of this Agreement, in each case arising under, in respect of or related in any way to the PPA or any transaction thereunder, except for the Delivered Product Payment Obligation.

**“Custodian”** has, with respect to each Assignment Appendix, the meaning specified therein.

**“Custody Agreement”** has, with respect to each Assignment Appendix, the meaning specified therein.

**“Day-Ahead Average Price”** has the meaning specified in Appendix 1.

**“Delivered Product Payment Obligation”** has the meaning specified in Section 3(a).

**“Delivery Point”** has the meaning specified in Appendix 1.

**“Energy”** means three-phase, 60-cycle alternating current electric energy, expressed in megawatt hours (“MWh”).

**“Government Agency”** means the United States of America, any state thereof, any municipality, or any local jurisdiction, or any political subdivision of any of the foregoing, including, but not limited to, courts, administrative bodies, departments, commissions, boards, bureaus, agencies, or instrumentalities.

**“Issuer”** has, with respect to each Assignment Appendix, the meaning specified therein.

**“Month”** means a calendar month.

**“MSCG”** has the meaning specified in the first paragraph of this Agreement.

**“Person”** means any individual, corporation, partnership, joint venture, trust, unincorporated organization, or Government Agency.

**“PPA Buyer”** has the meaning specified in the first paragraph of this Agreement.

**“PPA Seller”** has the meaning specified in the first paragraph of this Agreement.

**“Prepaid Agreement”** has, with respect to each Assignment Appendix, the meaning specified therein.

**“Prepay Power Supply Contract”** has, with respect to each Assignment Appendix, the meaning specified therein.

**“Prepay Seller”** has, with respect to each Assignment Appendix, the meaning specified therein.

**“Receivables”** has the meaning given to such term in Section 3(e).

**“Retained Rights and Obligations”** has the meaning specified in Section 3.

## **2. Transfer and Undertakings.**

(a) PPA Buyer hereby assigns, transfers and conveys to MSCG all right, title and interest in and to the rights of PPA Buyer under the PPA to receive delivery of the Assigned Products specified in any and all Assignment Appendices then in effect during the Assignment Period. In connection with this assignment, PPA Buyer hereby delegates to MSCG the Assigned Rights and Obligations during the Assignment Period.

(b) PPA Seller hereby consents to PPA Buyer’s assignment, transfer and conveyance of all right, title and interest in and to the Assigned Products specified in any and

all Assignment Appendices then in effect and, subject to Section 3(a), the delegation of the Assigned Rights and Obligations to MSCG and the exercise and performance by MSCG of the Assigned Rights and Obligations during the Assignment Period.

- (c) MSCG hereby accepts such assignment, transfer and conveyance of PPA Buyer's right, title and interest in and to the Assigned Products specified in any and all Assignment Appendices then in effect during the Assignment Period, PPA Buyer's delegation of the Assigned Rights and Obligations during the Assignment Period and agrees to perform any such Assigned Rights and Obligations due from it during the Assignment Period to the extent expressly set forth in this Agreement.

### **3. Limited Assignment.**

The Parties acknowledge and agree that (i) the Assigned Rights and Obligations include only a portion of PPA Buyer's and PPA Seller's rights and obligations arising under the PPA, and that all rights and obligations arising under the PPA that are not expressly included in the Assigned Rights and Obligations shall be "**Retained Rights and Obligations**", and (ii) the Retained Rights and Obligations include all rights and obligations of PPA Buyer and PPA Seller arising during the Assignment Period except the rights and obligations expressly included in the Assigned Rights and Obligations. In this regard:

- (a) **Limited to Delivered Product Payment Obligation.** MSCG's sole payment obligation hereunder will be to pay the Floating Price Payments into the Custodial Account as such terms are defined in and described on Appendix 1 (the "**Delivered Product Payment Obligation**"), which Delivered Product Payment Obligation shall credit against and reduce the amounts otherwise due from PPA Buyer to PPA Seller under the PPA for each Month of the Assignment Period. MSCG and PPA Buyer each agree to instruct the Custodian in accordance with Section 3(c) hereof to pay PPA Seller for the Assigned Products delivered during each Month of the Assignment Period specified in any and all Assignment Appendices then in effect on each applicable payment date under the "Payment" section of the PPA. PPA Buyer shall remain responsible for any payment obligations under the PPA during the Assignment Period specified in any and all Assignment Appendices then in effect, including in the event that either (i) MSCG does not make the payments into the Custodial Account or (ii) the Custodian does not make the payments to the PPA Seller from the Custodial Account as described above.

- (b) **Retained Rights and Obligations.** Any Claims (other than the Delivered Product Payment Obligation or a failure to perform the same) arising or existing in connection with or related to the PPA, whether related to performance by PPA Seller, PPA Buyer or MSCG, and whether arising before, during or after the Assignment Period, in each case excluding the Delivered Product Payment Obligation, will be included in the Retained Rights and Obligations and any such Claims will be resolved exclusively between PPA Seller and PPA Buyer in accordance with the PPA. For the avoidance of doubt, the Parties acknowledge and agree that any invoice adjustments or reconciliations occurring after the initial settlement of amounts due under a monthly invoice shall be resolved solely between PPA Seller and PPA Buyer pursuant to the terms of the PPA.

(c) **Invoicing.** During the Assignment Period specified in any and all Assignment Appendices then in effect, PPA Seller shall continue to provide PPA Buyer a monthly invoice of amounts owing under the PPA, which invoice shall show the total amount due to PPA Seller under the PPA for such Month (the “**Monthly Gross Amount**”). Promptly following PPA Buyer’s receipt of each monthly invoice from PPA Seller during the Assignment Period specified in any and all Assignment Appendices then in effect and, in any event, no later than five (5) Business Days thereafter, PPA Buyer shall deliver (i) a copy of such monthly invoice and the related supporting data to MSCG and (ii) a statement to each of MSCG and the Custodian indicating (A) the Monthly Gross Amount; (B) the Delivered Product Payment Obligation; and (C) the “**Retained Payment Obligation**”, which shall be an amount equal to the Monthly Gross Amount minus the Delivered Product Payment Obligation. PPA Buyer and MSCG covenant and agree to instruct the Custodian to pay the Monthly Gross Amount to PPA Seller on or before the applicable payment date in the PPA; provided that (x) the liability of MSCG hereunder to PPA Seller is limited as described on Appendix 1 [and (y) the Monthly Gross Amount payable to PPA Seller shall be reduced to the extent that PPA Buyer disputes any of the invoiced amounts pursuant to Section [ ] of the PPA]<sup>1</sup>. PPA Buyer and MSCG may agree in a separate writing as to the allocation of the Monthly Gross Amount between PPA Buyer and MSCG of amounts paid by the Custodian to PPA Seller hereunder. At all times, PPA Buyer remains liable to PPA Seller for all amounts due and owing under the PPA.

(d) **Scheduling.** All scheduling of Energy included in the Assigned Products and other communications related to the PPA shall take place between PPA Buyer and PPA Seller pursuant to the terms of the PPA; provided that during any Assignment Period specified in any and all Assignment Appendices then in effect (i) PPA Buyer will provide copies of all billing statements and generation reports provided by PPA Seller to PPA Buyer in accordance with the PPA delivered during the Assignment Period specified in any and all Assignment Appendices then in effect to MSCG and Issuer promptly upon PPA Buyer’s receipt; (ii) title to Assigned Products specified in any and all Assignment Appendices then in effect will pass to MSCG upon delivery by PPA Seller at the Delivery Point in accordance with the PPA; (iii) immediately thereafter, title to such Assigned Products will pass to one or more Prepay Sellers (as set forth in the applicable Assignment Appendix), Issuer (as set forth in the applicable Assignment Appendix) and then to PPA Buyer upon delivery by MSCG at the same point where title is passed to MSCG pursuant to clause (ii) above; and (iv) PPA Buyer will be deemed to be acting as MSCG’s agent with regard to scheduling Assigned Products.

(e) **Amendments.** PPA Buyer will provide written notice (including copies thereof) of any proposed or actual amendment, waiver, supplement, modification, or other changes to the PPA to MSCG relating to the Assigned Rights and Obligations, and the Parties hereby acknowledge and agree that an amendment, waiver, supplement, modification or other change will not have any effect on MSCG’s rights or obligations under this Agreement unless MSCG receives prior written notice thereof.

(f) **Setoff of Receivables.** Pursuant to the applicable Prepaid Agreement(s), Prepay Seller(s) has agreed to purchase the rights to payment of the net amounts owed by PPA Buyer

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<sup>1</sup> NTD: For inclusion to the extent the PPA includes a provision allowing OCPA to withhold payment for disputed amounts.

under the applicable Prepay Power Supply Contract (“**Receivables**”) in the case of non-payment by PPA Buyer. To the extent any such Receivables relate to Assigned Products purchased by MSCG pursuant to the Assigned Rights and Obligations, the applicable Prepay Seller may sell such Receivables to MSCG and MSCG may transfer such Receivables (excluding any penalties, late payment fees, late payment interest or other fees, costs or interest included in such Receivables) to PPA Seller and apply the face amount of such Receivables (excluding any penalties, late payment fees, late payment interest or other fees, costs or interest included in such Receivables) as a reduction to any Delivered Product Payment Obligation; provided, however, that (1) at no time shall PPA Seller be required to pay MSCG for any amounts by which such Receivables exceed any Delivered Product Payment Obligation then due and owed to PPA Seller and (2) at all times, PPA Buyer remains liable to PPA Seller for all amounts due and owing under the PPA. To effect such transfer, MSCG shall deliver to PPA Seller a notice of intent to transfer Receivables not later than the payment due date for the Delivered Product Payment Obligation and shall deliver to PPA Seller a bill of sale signed by MSCG not later than five Business Days thereafter.

#### **4. Forward Contract.**

The Parties acknowledge and agree that this Agreement is intended to constitute a “forward contract” and that the Parties are intended to constitute “forward contract merchants” within the meaning of the United States Bankruptcy Code.

#### **5. Assignment Period; Assignment Early Termination.**

(a) **Assignment Period.** The “**Assignment Period**” under an Assignment Appendix shall begin on the Assignment Appendix Start Date and extend until the Assignment Appendix End Date or as otherwise terminated early pursuant to Section 5(b); provided that in no event shall the Assignment Period extend beyond an Assignment Early Termination Date with respect to such Assignment Appendix; provided further that the Assignment Period under an Assignment Appendix will automatically terminate upon the expiration or early termination of either the Delivery Period (as defined in the PPA) or the PPA.

(b) **Early Termination.** An “**Assignment Early Termination Date**” will occur under the following circumstances and as of the dates and for the applicable Assignment Appendices specified below:

- (1) the assignment of a Prepay Power Supply Contract by PPA Buyer or Issuer pursuant to Article XIII thereof shall result in an Assignment Early Termination Date for the Assignment Period under the relevant Assignment Appendix, which Assignment Early Termination Date for the applicable Assignment Period(s) shall occur immediately as of the time of such assignment;
- (2) the suspension, expiration, or termination of performance of the PPA by either PPA Buyer or PPA Seller for any reason other than the occurrence of an Uncontrollable Force under and as defined in the PPA shall result in an Assignment Early Termination Date for all Assignment Appendices then in

effect, which Assignment Early Termination Date shall occur immediately as of the time of PPA Seller's last performance under the PPA following such suspension, expiration, or termination;

- (3) the election of MSCG in its sole discretion to declare an Assignment Early Termination Date as a result of (a) any event or circumstance that would give either PPA Buyer or PPA Seller the right to terminate or suspend performance under the PPA (regardless of whether PPA Buyer or PPA Seller exercises such right) or (b) the execution of an amendment, waiver, supplement, modification or other change to the PPA that affects the Assigned Rights and Obligations or MSCG's rights or obligations under this Agreement (provided that MSCG shall not have a right to terminate under this Section 5(b)(3) to the extent that MSCG (i) receives prior notice of such change and (ii) provides its written consent thereto), which Assignment Early Termination Date shall occur under all Assignment Appendices then in effect upon the date set forth in a written notice of such election delivered by MSCG to PPA Buyer and PPA Seller;
- (4) termination or suspension of deliveries for any reason other than force majeure under the applicable Prepaid Agreement or the applicable Prepay Power Supply Contract shall result in an Assignment Early Termination Date for the Assignment Period under the relevant Assignment Appendix, which Assignment Early Termination Date for the applicable Assignment Period(s) shall occur immediately as of the time of the last deliveries under the relevant contract following such suspension or termination;
- (5) the election of PPA Seller in its sole discretion to declare an Assignment Early Termination Date if MSCG fails to pay when due any amounts owed to PPA Seller in respect of any Delivered Product Payment Obligation and such failure continues for five Business Days following receipt by MSCG of written notice thereof, which Assignment Early Termination Date shall occur under all Assignment Appendices then in effect upon the date set forth in a written notice of such election delivered by PPA Seller to MSCG and PPA Buyer; or
- (6) the election of PPA Seller in its sole discretion to declare an Assignment Early Termination Date if either (a) an involuntary case or other proceeding is commenced against MSCG seeking liquidation, reorganization or other relief with respect to it or its debts under any applicable Federal or State bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium or similar law now or hereafter in effect or seeking the appointment of a custodian, receiver, liquidator, assignee, trustee, sequestrator or similar official of it or any substantial part of its property, and such involuntary case or other proceeding shall remain undismissed and unstayed, or an order or decree approving or ordering any of the foregoing is entered and continued unstayed and in effect, in any such event, for a period of 60 days, or (b) MSCG commences a voluntary case or proceeding under any applicable

Federal or State bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium or other similar law or any other case or proceeding to be adjudicated as bankrupt or insolvent, or MSCG consents to the entry of a decree or order for relief in an involuntary case or proceeding under any applicable Federal or State bankruptcy, insolvency, reorganization or other similar law or to the commencement of any bankruptcy or insolvency case or proceeding against it, files a petition or answer or consent seeking reorganization or relief under any applicable Federal or State law, or consents to the filing of such petition or to the appointment of or taking possession by a custodian, receiver, liquidator, assignee, trustee, sequestrator or similar official of MSCG or any substantial part of its property, or makes an assignment for the benefit of creditors, or admits in writing its inability to pay its debts generally as they become due, which Assignment Early Termination Date shall occur under all Assignment Appendices then in effect immediately on the date of PPA Seller's delivery of notice of its election to MSCG and PPA Buyer.

(c) **Reversion of Assigned Rights and Obligations.** The Parties acknowledge and agree that upon the occurrence of an Assignment Early Termination Date the Assigned Rights and Obligations under each applicable Assignment Appendix will revert from MSCG to PPA Buyer. Any Assigned Rights and Obligations under an Assignment Appendix that would become due for payment or performance on or after such Assignment Early Termination Date with respect to such Assignment Appendix shall immediately and automatically revert from MSCG to PPA Buyer; provided that (i) MSCG shall remain responsible for the Delivered Product Payment Obligation with respect to any Assigned Products delivered to MSCG prior to the Assignment Early Termination Date, and (ii) any legal restrictions on the effectiveness of such reversion (whether arising under bankruptcy law or otherwise) shall not affect the occurrence of the Assignment Early Termination Date.

## 6. Representations and Warranties.

(a) **Copy of the PPA.** As of the Assignment Agreement Effective Date, PPA Seller and PPA Buyer represent and warrant to MSCG that a true, complete, and correct copy of the PPA is attached hereto as Appendix 4.

(b) **No Default.** As of the Assignment Agreement Effective Date, PPA Seller and PPA Buyer represent and warrant to MSCG that no event or circumstance exists (or would exist with the passage of time or the giving of notice) that would give either of them the right to terminate the PPA or suspend performance thereunder.

(c) **Other.** As of the Assignment Agreement Effective Date, each of PPA Buyer and PPA Seller represents and warrants to each other and to MSCG that:

- (1) it has made no prior transfer (whether by way of security or otherwise) of any interest in the Assigned Rights and Obligations; and

- (2) all obligations of PPA Buyer and PPA Seller under the PPA required to be performed on or before the Assignment Period Start Date have been fulfilled.

(d) **Representations.** Each Party represents to each of the other Parties as of the Assignment Agreement Effective Date:

- (1) **Status.** It is duly organized and validly existing under the laws of the jurisdiction of its organization or incorporation and, if relevant under such laws, in good standing;
- (2) **Powers.** It has the power to execute this Agreement and any other documentation relating to this Agreement to which it is a party, to deliver this Agreement and any other documentation relating to this Agreement that it is required by this Agreement to deliver and to perform its obligations under this Agreement and has taken all necessary action to authorize such execution, delivery and performance;
- (3) **No Violation or Conflict.** Such execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby, including the incurrence by such Party of its obligations under this Agreement, will not result in any violation of, or conflict with: (i) any term of any material contract or agreement applicable to it; (ii) any of its charter, bylaws, or other constitutional documents; (iii) any determination or award of any arbitrator applicable to it; or (iv) any license, permit, franchise, judgment, writ, injunction or regulation, decree, order, charter, law, ordinance, rule or regulation of any Government Agency presently in effect, applicable to it or any of its assets or properties or to any obligations incurred by it or by which it or any of its assets or properties or obligations are bound or affected, and shall not cause a breach of, or default under, any such term or result in the creation of any lien upon any of its properties or assets;
- (4) **Consents.** All consents, approvals, orders or authorizations of, registrations, declarations, filings or giving of notice to, obtaining of any licenses or permits from, or taking of any other action with respect to, any Person or Government Agency that are required to have been obtained by such Party with respect to this Agreement and the transactions contemplated hereby, including the due authorization of such Party and its governing body and any approval or consent of any security holder of such Party or any holder (or any trustee for any holder) of any indebtedness or other obligation of such Party, have been obtained and are in full force and effect and all conditions of any such consents have been complied with;
- (5) **Obligations Binding.** Its obligations under this Agreement constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms (subject to applicable bankruptcy, reorganization,

insolvency, moratorium or similar laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or at law));

- (6) **Non-Reliance.** It is acting for its own account, and it has made its own independent decisions to enter into this Agreement and as to whether this Agreement is appropriate or proper for it based upon its own judgment and upon advice from such advisers as it has deemed necessary. It is not relying on any communication (written or oral) of the other Parties as investment advice or as a recommendation to enter into this Agreement, it being understood that information and explanations related to the terms and conditions of this Agreement shall not be considered investment advice or a recommendation to enter into this Agreement. It is entering into this Agreement as a bona-fide, arm's-length transaction involving the mutual exchange of consideration and, once executed by all Parties, considers this Agreement a legally enforceable contract. No communication (written or oral) received from any of the other Parties shall be deemed to be an assurance or guarantee as to the expected results of this Agreement;
- (7) **Assessment and Understanding.** It is capable of assessing the merits of and understanding (on its own behalf or through independent professional advice), and understands and accepts, the terms, conditions and risks of this Agreement. It is also capable of assuming, and assumes, the risks of this Agreement; and
- (8) **Status of Parties.** None of the other Parties is acting as a fiduciary for or an adviser to it in respect of this Agreement.

## 7. Counterparts.

This Agreement (and each amendment, modification and waiver in respect of it) may be executed and delivered in counterparts (including by email), each of which will be deemed an original.

## 8. Costs and Expenses.

The Parties will each pay their own costs and expenses (including legal fees) incurred in connection with this Agreement and as a result of the negotiation, preparation, and execution of this Agreement.

## 9. Amendments.

No amendment, modification, or waiver in respect of this Agreement will be effective unless in writing (including a writing evidenced by a facsimile or electronic transmission) and executed by each of the Parties.

## 10. Notices.

Any notice, demand, statement or request required or authorized by this Agreement to be given by one Party to another shall be in writing, except as otherwise expressly provided herein. It shall be sent by email transmission, courier, or personal delivery (including overnight delivery service) to each of the notice recipients and addresses for each of the other Parties designated in Appendix 3 hereto. Any such notice, demand, or request shall be deemed to be given (i) when sent by email transmission, or (ii) when actually received if delivered by courier or personal delivery (including overnight delivery service). Each Party shall have the right, upon written 10 days' prior written notice to the other Parties, to change its address at any time, and to designate that copies of all such notices be directed to another Person at another address. The Parties may mutually agree in writing at any time to deliver notices, demands or requests through alternate or additional methods. Notwithstanding the foregoing, a Party may at any time notify the other Parties that any notice, demand, statement or request to it must be provided by email transmission for a specified period of time or until further notice, and any communications delivered by means other than email transmission during such time shall be ineffective.

## 11. Miscellaneous.

(a) **Governing Law.** This Agreement and the rights and duties of the Parties under this Agreement will be governed by and construed, enforced and performed in accordance with the laws of the State of California, without reference to any conflicts of laws provisions that would direct the application of another jurisdiction's laws.

(b) **Arbitration.** Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope of this Agreement to arbitrate, shall be determined by final, non-appealable binding arbitration in San Diego, California before three (3) arbitrators. The arbitration shall be administered by Judicial Arbitration and Mediation Services, Inc. ("JAMS") pursuant to its Comprehensive Arbitration Rules and Procedures. Within fifteen (15) days after the commencement of arbitration, each of MSCG and PPA Buyer shall select one person to act as arbitrator, and the two so-selected arbitrators shall select a third arbitrator (the "**chairperson**") within thirty (30) days of the commencement of the arbitration. If either MSCG or PPA Buyer is unable or fails to select one person to act as arbitrator, such arbitrator shall be appointed by JAMS. If the MSCG and PPA Buyer-selected arbitrators are unable or fail to agree upon a chairperson, the chairperson shall be appointed by JAMS. The chairperson shall be a person who has experience in renewable energy-related transactions, and none of the arbitrators shall have been previously employed by any Party or have any direct pecuniary interest in any Party or the subject matter of the arbitration, unless such conflict is expressly acknowledged and waived in writing by all of the Parties. The Parties shall maintain the confidential nature of the arbitration proceeding and any award, including any hearing(s), except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as necessary in connection with a court application for a preliminary remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law or judicial decision. Any arbitration proceedings, decision or award rendered hereunder and the validity, effect and interpretation of this arbitration provision shall be governed by the Federal Arbitration Act. The arbitrator(s) shall have no authority to award consequential, treble, exemplary, or punitive damages of any type or kind regardless of whether such damages

may be available under any law or right, with the Parties hereby affirmatively waiving their rights, if any, to recover or claim such damages. The responsibility for compensation and expenses of the three arbitrators and all other expenses charged by JAMS shall be equally split in one-third (1/3) shares by each of MSCG, PPA Buyer, and PPA Seller. In any arbitration arising out of or related to this Agreement, the arbitrators shall award to the prevailing Party or Parties, if any, the costs and attorney's fees reasonably incurred in seeking to enforce the application of this Section 11(b) and by the prevailing party in connection with the arbitration. Notwithstanding the foregoing provisions of this Section 11(b), any costs incurred by a Party in seeking judicial enforcement of any written decision of the arbitrators shall be chargeable to and borne exclusively by the Party against whom such court order is obtained. The award shall be final and binding on the Parties and judgment upon any award may be entered in any court of competent jurisdiction.

(c) **Judicial Reference.** Without limiting the provisions in Section 11(b), if Section 11(b) is deemed ineffective or unenforceable in any respect, any dispute between the Parties arising out of or in connection with this Agreement or its performance, breach, or termination (including the existence, validity and interpretation of this Agreement and the applicability of any statute of limitation period) (each, a “**Dispute**”) shall be resolved by a reference proceeding in California in accordance with the provisions of Sections 638 *et seq.* of the California Code of Civil Procedure (“**CCP**”), or their successor sections (a “**Reference Proceeding**”), which shall constitute the exclusive remedy for the resolution of any Dispute. As a condition precedent to initiating a Reference Proceeding with respect to any Dispute, the Parties shall comply with the provisions of Section 11(c)(1).

(1) Notice of Dispute. Prior to initiating the Reference Proceeding, a Party (the “**Disputing Party**”) shall provide the other Parties (the “**Responding Parties**”) with a written notice of each issue in dispute, a proposed means for resolving each such issue, and support for such position (the “**Notice of Dispute**”). Within 10 days after receiving the Notice of Dispute, the Responding Parties shall provide the Disputing Party with a written notice of each additional issue (if any) with respect to the dispute raised by the Notice of Dispute, a proposed means for resolving every issue in dispute, and support for such position (the “**Dispute Response**”). Thereafter, the Parties shall meet to discuss the matter and attempt in good faith to reach a negotiated resolution of the dispute. If the Parties do not resolve the dispute by unanimous agreement within fifteen (15) days after receipt of the Dispute Response, (the “**Negotiation Period**”), then any Party may provide to the other Parties written notice of intent for judicial reference (the “**Impasse Notice**”) in accordance with the further provisions of this Section 11.

(2) Applicability; Selection of Referees. Within 10 days of the delivery of an Impasse Notice, each of MSCG and PPA Buyer shall nominate one (1) referee. The two (2) referees (the “**Party-Appointed Referees**”) shall appoint a third referee (the “**Third Referee**”, together with the Party-Appointed Referees, the “**Referees**”). The Party-Appointed Referees shall be competent and experienced in matters involving the electric energy business in the United States, with at least ten (10) years of electric industry experience as a practicing attorney. The Third Referee shall be an active or retired California state or federal judge. Each of the Party-Appointed Referees and the Third

Referee shall be impartial and independent of each of the Parties and of the other referees and not employed by any of the Parties in any prior matter.

(3) Inability to Agree upon Third Referee. If the Party-Appointed Referees are unable to agree on the Third Referee within 45 days from delivery of the Impasse Notice, then the Third Referee shall be appointed pursuant to CCP Section 640(b) in an action filed in the Superior Court of California, County of San Francisco (the “**Court**”), and with due regard given to the selection criteria above. A request for appointment of a referee may be heard on an ex parte or expedited basis, and the Parties agree that irreparable harm would result if ex parte relief is not granted. Pursuant to CCP Section 170.6, each of PPA Buyer and MSCG shall have one (1) peremptory challenge to the referee selected by the Court.

(4) Discovery; Proceedings.

(A) The Parties agree that time is of the essence in conducting the Reference Proceeding. Accordingly, the Referees shall be requested, subject to change in the time periods specified herein for good cause shown, to (i) set the matter for a status and trial-setting conference within 20 days after the date of selection of the Third Referee, (ii) if practicable, try all issues of law or fact within 180 days after the date of the conference, and (iii) report a statement of decision within 20 days after the matter has been submitted for decision.

(B) Discovery and other pre-hearing procedures shall be conducted as agreed to by the Parties, or if they cannot agree, as determined by the Third Referee after discussion with the Parties regarding the need for discovery and other pre-hearing procedures.

(C) Except as expressly set forth herein, the Third Referee shall determine the manner in which the Reference Proceeding is conducted, including the time and place of hearings, the order of presentation of evidence, and all other questions that arise with respect to the course of the Reference Proceeding. The Reference Proceeding, including the trial, shall be conducted at a neutral location selected by the Parties, or if not agreed by the Parties, by the Third Referee, in San Francisco, California.

(D) All proceedings and hearings conducted before the Referees, except for trial, shall be conducted without a court reporter, except that when any Party so requests, a court reporter will be used at any hearing conducted before the Referees, and the Referees will be provided a courtesy copy of the transcript. The Party making such a request shall have the obligation to arrange for and pay the court reporter.

(5) Decision. The Referees shall render a written statement of decision setting forth findings of fact and conclusions of law. The decision shall be entered as a judgment in the court in accordance with the provisions of CCP Sections 644 and 645. The decision shall be appealable to the same extent and in the same manner that such decision would be

appealable if rendered by a judge of the Court. The Parties intend this general reference agreement to be specifically enforceable in accordance with the CCP.

(d) **Expenses.** Each of MSCG, PPA Seller and PPA Buyer shall bear the compensation and expenses of its respective own counsel, witnesses, consultants and employees. The responsibility for compensation and expenses of the Referees and all other expenses of judicial reference shall be equally split in one-third (1/3) shares by each of MSCG, PPA Buyer, and PPA Seller.

(e) **U.S. Resolution Stay Protocol.** The Parties hereby confirm that they are adherents to the ISDA 2018 U.S. Resolution Stay Protocol (“ISDA U.S. Stay Protocol”), the terms of the ISDA U.S. Stay Protocol are incorporated into and form a part of this Agreement, and this Agreement shall be deemed a Protocol Covered Agreement for purposes thereof. For purposes of incorporating the ISDA U.S. Stay Protocol, MSCG shall be deemed to be a Regulated Entity, and PPA Buyer and PPA Seller each shall be deemed to be an Adhering Party. In the event of any inconsistencies between this Agreement and the ISDA U.S. Stay Protocol, the ISDA U.S. Stay Protocol will prevail.

(f) **Assignment Appendix Prepaid Transaction Details.** From time to time, MSCG may deliver one or more completed Assignment Appendices to the other Parties hereto completing the terms that are currently bracketed therein, and each such Assignment Appendix shall be binding upon each of the Parties hereto; provided that the aggregate sum of the Assigned Products under all Assignment Appendices then in effect will not exceed the Contract Quantity under and as defined in the PPA. As set forth in Appendix 1 hereto, MSCG’s payment obligations are limited to any Assigned Products delivered pursuant to the Assignment Appendices then in effect. Each Assignment Appendix will set forth certain details relating to the commodity prepayment transaction pursuant to which all or a portion of the Assigned Products shall be delivered; provided that MSCG may, by written notice to PPA Seller and PPA Buyer, at any time and without the consent of PPA Seller or PPA Buyer, (i) rescind any Assignment Appendix or (ii) update or amend any Assignment Appendix to change any or all of the terms specified therein, including: an increase or decrease of the volume of Assigned Products to be delivered into the applicable commodity prepayment transaction (including without limitation a change thereto to reflect that all MWh of Assigned Products delivered in accordance with the PPA by PPA Seller shall be delivered into one commodity prepayment transaction, subject only the aggregate quantity limit specified above); a change in the relevant commodity prepayment transaction (i.e., the “Prepaid Agreement”) pursuant to which the Assigned Products shall be delivered; a change in the identity of the Prepay Seller; or a change to the Assignment Appendix Start Date and / or the Assignment Appendix End Date. For the avoidance of doubt, (I) more than one Assignment Appendix may be in effect at any time, and (II) at any given time, less than one hundred percent (100%) of the Contract Quantity under and as defined in the PPA may be assigned pursuant to the Assignment Appendices then in effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date first set forth above.

CLEAN ENERGY ALLIANCE

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ORANGE COUNTY POWER AUTHORITY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

MORGAN STANLEY CAPITAL GROUP INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## Appendix 1

### Assigned Rights and Obligations

“PPA” that certain [\_\_\_\_], together with any and all exhibits, schedules or supplements thereto or incorporated therein by reference, by and between PPA Buyer and PPA Seller, as may be amended from time to time.

“**Delivery Point**” has the definition set forth in the PPA.

**Floating Price Payments.** MSCG has separately agreed with PPA Buyer and Custodian pursuant to the Custody Agreement to pay the “Day-Ahead Average Price” as defined below into the custodial account specified in the Custody Agreement (the “**Custodial Account**”) for the portion of the Assigned Products delivered to the Delivery Point during each Month of the Assignment Period pursuant to all Assignment Appendices then in effect (the “**Floating Price Payments**”). MSCG agrees to pay the Floating Price Payments into the Custodial Account, and MSCG’s payment obligations under this Agreement are limited to making such payments into the Custodial Account, for application as provided in the Custody Agreement, which also provides for payment by (i) PPA Buyer of any other amounts due under the PPA for each Month of the Assignment Period and (ii) the Custodian of the net amount due to PPA Seller for each Month of the Assignment Period from the amounts received from MSCG and PPA Buyer, as applicable. MSCG’s Floating Price Payments shall credit against and reduce the amounts otherwise due from PPA Buyer to PPA Seller under the PPA for each Month of the Assignment Period for all Assignment Appendices then in effect; provided that PPA Seller and PPA Buyer acknowledge and agree that the making of Floating Price Payments into the Custodial Account by MSCG shall not entitle (A) MSCG to any payments from PPA Seller or (B) PPA Seller to payments in excess of the net amount that would otherwise be due from PPA Buyer to PPA Seller pursuant to the terms of the PPA. At all times, PPA Buyer remains liable to PPA Seller for all amounts due and owing under the PPA. For the avoidance of doubt, MSCG’s obligations hereunder are limited to only the Assignment Appendices then in effect.

“**Day-Ahead Average Price**” means the result of (i) (x) the sum of the Day-Ahead Market Prices for each Pricing Interval in a Month divided by (y) the number of Pricing Intervals in such Month plus (ii) the Index Adder (as set forth in the table immediately below) for the relevant Month. As used in this definition, “**Pricing Interval**” means the unit of time for which CAISO (or other entity that publishes such prices) establishes a separate price; and “**Day-Ahead Market Price**” means the Day Ahead Market or Locational Marginal Price for [\_\_\_\_] for each applicable hour as published by CAISO, or as such price may be corrected or revised from time to time by CAISO in accordance with its rules. For the avoidance of doubt, the Day-Ahead Average Price can be a negative number.

Month	Index Adder (\$/MWh)
[____]	[____]
[____]	[____]
[____]	[____]
[____]	[____]

Month	Index Adder (\$/MWh)
[ ]	[ ]
[ ]	[ ]
[ ]	[ ]
[ ]	[ ]
[ ]	[ ]
[ ]	[ ]

## Appendix 2

### Assignment Appendix - [A][B][C]

**Date:** [ ]

“**Assignment Appendix End Date**” means 11:59:59 p.m. pacific prevailing time on [ ], 20[ ].

“**Assignment Appendix Start Date**” means [ ] 1, 20[ ].

“**Custodian**” means [ ], a [ ].

“**Custody Agreement**” means the Custodial Agreement dated as of [ ] among the Issuer, PPA Buyer, MSCG, each applicable Prepay Seller and the Custodian, as from time to time amended, restated, supplemented or otherwise modified.

“**Issuer**” means California Community Choice Financing Authority, a joint powers authority and a public entity of the State of California established pursuant to the provisions of the Joint Exercise of Powers Act (Article 1, Chapter 5, Division 7, Title 1, Section 6500 *et seq.* of the California Government Code, as amended).

“**Prepaid Agreement**” means that certain Prepaid Energy Sales Agreement, dated as of [ ] by and between Prepay Seller and Issuer, as from time to time amended, restated, supplemented or otherwise modified.

“**Prepay Power Supply Contract**” means that certain Power Supply Contract, dated as of [ ] by and between Prepay Seller and Issuer, as from time to time amended, restated, supplemented or otherwise modified.

“**Prepay Seller**” means [ ], a [ ], or any other Person that is the prepay seller under the terms of the Prepaid Agreement from time to time.

**Assigned Products subject to this Assignment Appendix:** As set forth immediately below, [the percentage of Assigned Products]/[the monthly quantities of Assigned Products] delivered to the Delivery Point: [ ]



### **Appendix 3**

#### **Notice Information**

**IF TO MSCG:** Morgan Stanley Capital Group Inc.  
Attention: Commodities Sales & Trading  
1585 Broadway  
New York, NY 10036-8293  
Email: [energyprepay@morganstanley.com](mailto:energyprepay@morganstanley.com)

**IF TO PPA SELLER:** As set forth in the PPA.

**IF TO PPA BUYER:** As set forth in the PPA.

**Appendix 4**  
**Copy of the PPA**  
**[To be attached.]**

**ORANGE COUNTY POWER AUTHORITY**  
**Staff Report – Item 8.2**

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To: Orange County Power Authority Board of Directors

From: Pranesh Venugopal, Energy Programs Manager  
Jacquie Henderson, Director of Communications and External Affairs

Approved by: Joe Mosca, Chief Executive Officer

Subject: COMMUNITY POWER PLAN

Date: February 9, 2026

---

**STRATEGIC GOALS**

- Enrich & Grow the OCPA Community: \_\_\_\_\_
- Prioritize Fiscal Sustainability & Affordability: \_\_\_\_\_
- Design & Deploy Community-Aligned Customer Programs: \_\_\_\_\_
- Energize Our Community with Renewable Energy: \_\_\_\_\_
- Raise Awareness of Community Energy & Advocate for Our Customers: \_\_\_\_\_
- Not Applicable: \_\_\_\_\_

**RECOMMENDED ACTION(S)**

Approve the Community Power Plan (CPP) for adoption and implementation.

**BACKGROUND**

The CPP is a guiding framework that outlines how Orange County Power Authority (OCPA) will design and implement programs to provide clean, reliable, and equitable energy to its customers. It establishes a foundation for program development based on community input, operational alignment, and funding opportunities while maintaining flexibility for future adaptation as market conditions and customer needs evolve.

The plan was developed between November 2024 and January 2026 in partnership with The Energy Coalition. It represents the OCPA’s first comprehensive roadmap for community energy programs, combining technical analysis, stakeholder engagement, and fiscal planning. The process drew from several phases of research and input to ensure that each program recommendation is both impactful and achievable.

The Board and the Community Advisory Committee (CAC) provided early input on community needs and outreach priorities. A draft plan was subsequently presented to the CAC in December 2025. The draft was then released for public comment through an online feedback tool, with the comment period open from December 18 through December 25. No public comments were received during this period and a preview of the CPP was presented to the Board in January 2026.

## **DISCUSSION/ANALYSIS**

The Community Power Plan was informed by five coordinated efforts:

First, a Community Needs Assessment was conducted between February and August 2025. This process gathered 1,244 survey responses, hosted 25 outreach events, and held seven listening sessions across OCPA's member cities. Through this outreach, more than 54,000 residents were reached. Affordability, air quality, equity, and grid stability emerged as the community's most important electricity issues, highlighting the need for energy programs that deliver measurable impacts where they are needed the most.

Second, an Operational Alignment Assessment was carried out during June and July 2025 to identify which program structures best fit OCPA's operational goals. Staff prioritized programs that improve community impact, shift energy use to off-peak periods, and promote customer satisfaction.

Third, an Existing Programs Assessment was completed between July and August 2025 to evaluate what programs are already available through other agencies, such as Southern California Edison and the Southern California Regional Energy Network. This assessment identified opportunities for OCPA to focus on demand response, electrification, and energy efficiency for renters, industrial facilities, and small businesses.

Fourth, a Cost-Benefit Analysis was performed between September and October 2025 to integrate all data from the previous assessments. A six-member scoring committee of Community Choice Aggregator (CCA) programs experts evaluated each proposed program by measuring its impact on the community, alignment with OCPA's goals, and financial feasibility. The results produced a ranked portfolio that distinguishes between near-term, medium-term, and long-term opportunities.

Finally, a Funding Opportunities Assessment conducted from July through November 2025 analyzed federal and state funding sources that can reduce reliance on customer rates for the programs identified in the Cost-Benefit Analysis. The assessment emphasizes combining internal revenues with competitive state and federal funding to scale program delivery while maintaining fiscal stability.

The assessments consistently found that customers prioritize affordability, simplicity, and access to clear program information. Staff identified strong alignment with these needs, emphasizing OCPA's operational capacity in outreach, education, and community partnerships. The Community Power Plan evaluated eleven potential initiatives. The plan recommends a phased rollout beginning with the two high-priority programs within one to two years, followed by a medium priority initiative in the next three to four years. Later phases will focus on refining low-priority concepts.

Two high priority programs stood out as the most impactful and ready for implementation within the next two years. The first is the Direct-to-Renter Electrification and Demand Response Program. This program is designed to help renters and small businesses overcome landlord approval barriers by providing portable, plug-in electrification equipment such as induction cooktops, high-efficiency air units, and app-based devices that encourage participation in energy savings and demand response. The intent behind this offering is to address a critical gap identified in the Existing Programs Assessment, which found that renter-focused initiatives are limited. This offering is designed to improve indoor air quality and reduce energy costs for the underserved renter population within OCPA's service territory.

The second high priority program is the Comprehensive Energy Efficiency and Electrification Program, which offers a coordinated approach to energy upgrades for homes and businesses. It integrates energy audits, rebates, financing support, and technical assistance to reduce both energy use and costs and closes gaps left by existing Southern California Edison and statewide programs.

The Refrigeration Efficiency and Electrification Program was identified as a medium priority initiative, meaning it will be implemented within four years. This targets small and mid-sized commercial facilities such as grocery stores and restaurants, supporting upgrades to high-efficiency systems and low-emission refrigerants. By replacing outdated systems with more efficient and low-emission technologies, the program supports business cost savings and local greenhouse gas reductions.

Several other program concepts were categorized as low priority. These programs, outlined below, have potential long-term value and may be developed within five to ten years as OCPA's capacity, funding availability, and partner coordination expand.

- **Sector-Specific Demand Response:** This initiative would create tailored demand response offerings for individual business sectors to improve grid reliability. It remains a long-term opportunity that can build upon the success of future residential and renter-focused demand response programs.

- **Strategic Energy Management for Industrial Facilities:** This concept would support industrial customers through energy audits, training, and performance tracking. It is suitable for later development when OCPA has additional technical and staffing capacity.
- **Financing and Incentive Stacking Support:** This service would help customers combine incentives from multiple sources to reduce upfront costs. Although valuable, it is recommended for later years once a portfolio of programs is in place that can benefit from financing assistance.
- **Electric Mobility and Charging Access:** This initiative envisions expanding electric vehicle and e-bike infrastructure across workplaces and multi-family communities. It will require significant coordination with regional transportation agencies and is therefore considered a later-phase opportunity.
- **Credit-Building Equity Direct-Install Program:** This concept combines direct installation of efficient appliances for income-qualified customers with credit-building tools. While promising, it overlaps existing state-administered programs and may be re-evaluated once funding becomes available for new pilots.

Three additional concepts were determined not to be feasible at this time. They are a Codes and Standards or Reach Codes Support Program, which duplicates statewide building code efforts; a Workforce Education and Training Program, which overlaps with existing regional workforce initiatives; and a Resilience and Decarbonization Showcase Program, which would demonstrate emerging technologies but is considered too resource-intensive for near-term implementation.

Upon Board approval, the final CPP will be published on February 26, 2026, accompanied by the launch of a public-facing dashboard on the OCPA website to share outcomes. In parallel, OCPA and The Energy Coalition will begin developing detailed program plans and a funding strategy for near-term program implementation by June 2026.

As a result of the high priority Direct-to-Renter Electrification and Demand Response Program recommendation, OCPA is planning to launch a renter electrification offering in March 2026. This program is designed to provide easy access to electrification technologies for renters that do not require landlord approval or wiring changes, while alleviating cost barriers to adoption. Customers enrolled in the California Alternate Rates for Energy (CARE) and Family Electric Rate Assistance (FERA) programs will receive program priority, with the goal of meeting or exceeding the percentage of CARE and FERA customers enrolled in OCPA.

The program will provide a portable heat pump for space heating and cooling, and a portable battery to each recipient at no cost. The heat pump will support electrification, and the battery will

allow customers to store electricity during lower-cost hours for use during higher-cost periods, helping reduce bill impacts. During the application process, customers will be provided with clear guidance on appropriate use cases to ensure the equipment is used in a way that best supports comfort, affordability, and program goals.

The FY25/26 budget for this program of \$642,000 is built into the Board-approved Programs Budget. This allocation is estimated to support over 160 customers, with additional funding for FY26/27 to be determined.

### **FISCAL IMPACT**

The Direct-to-Renter Electrification and Demand Response Program is within FY25/26 budget.

### **ATTACHMENT(S)**

Attachment A – Orange County Power Authority Community Power Plan Draft



# COMMUNITY POWER PLAN

February 2026



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# I. ACKNOWLEDGEMENTS

# ACKNOWLEDGEMENTS

The Community Power Plan was developed by The Energy Coalition (TEC) in partnership with Orange County Power Authority (OCPA). All recommendations presented herein were provided by TEC. The project was led by Julie Castro and Code Bruder, with special thanks to the following individuals for their valuable contributions: Pranesh Venugopal, Nataly Morales Sandoval, Jacquie Henderson, Bex Hausheer, Laurel Rothschild, Felicia Federico, Meaghan Laverty, Taylor Rosetti, Vanida Tran, Mallory Schaefer, Christina Vanciu, Udval Tsolmonkhuu, Maxime Le Mevel, and Alina Bonto.

OCPA and TEC gratefully acknowledge the numerous organizations and individuals whose hard work and expertise brought the Community Power Plan to life. Special recognition is extended to the following:

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The Cost Benefit Analysis Scoring Committee: Alice Havenar-Daughton (Marin Clean Energy), Genaro Bugarin (The Energy Coalition), Josh Chanin (San Jose Clean Energy), JP Ross (Ava Community Energy), Peter Mustacich (Silicon Valley Clean Energy), Sona Coffee (Clean Power Alliance)

OCPA further acknowledges the continued engagement of community members in listening sessions, community workshops, and the community needs survey. The Community Power Plan would not have been possible without the essential insights and contributions of our community.

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Thank you!

謝謝你!

谢谢你!

감사합니다!

Cảm ơn!

iGracias!

مركشتم!

كل أركش!

Salamat!

ありがとう!



# II. EXECUTIVE SUMMARY

# PURPOSE AND SCOPE OF THE PLAN

This **Community Power Plan (CPP)** is a guide to help the Orange County Power Authority (OCPA) to create and run programs to deliver local, clean, and equitable energy. The plan identifies program opportunities that will be impactful and achievable, and offers a clear process for prioritizing and implementing them in phases.

The CPP is a flexible roadmap that can grow and evolve over time. It ensures that OCPA's investments will align with what the community needs, help OCPA meet its goals, and keep the agency on track to lead Orange County's clean energy transition.

## STRATEGIC VISION: LOCAL, SUSTAINABLE, AND EQUITABLE ENERGY

OCPA's strategic vision is, "...to think globally and **act locally** by empowering our communities with choice in energy needs. We are committed to transforming the energy landscape, driving a **sustainable** future and beyond by empowering and enabling our communities, and ensuring that **no community is left behind** in this transition to renewable energy." This vision guides all aspects of the CPP and defines how OCPA serves its member communities. **Local** reflects OCPA's commitment to supporting workforce development, economic resilience, and community reinvestment. **Sustainable** represents OCPA's focus on expanding renewable energy access and accelerating electrification across buildings, transportation, and industry to meet California's climate goals. **No community left behind** underscores the agency's dedication to ensuring that all customers (particularly renters, small businesses, and historically underserved communities) have meaningful access to the benefits of clean energy.

By focusing on these principles, OCPA aims to provide renewable energy at competitive rates and equitably invest in programs that support a more sustainable, inclusive, and resilient Orange County.

# SUMMARY OF THE PROCESS AND KEY FINDINGS

The CPP was developed through a collaborative, multi-phased, and data-informed process that integrated community feedback, organizational insight, and market analysis.



The process began with a **Community Needs Assessment** conducted between **January and September 2025**, which gathered extensive community input through **1,244 survey responses, 25 tabling events, and seven listening sessions** and reached over **54,000 residents** through newsletters and outreach. The assessment identified key community priorities, barriers to program participation, and equity considerations. Feedback revealed that affordability, convenience, and landlord-related challenges were major factors limiting participation in past clean energy programs, underscoring the importance of renter-focused and flexible offerings.



OCPA then conducted an **Operational Alignment Assessment** in **June and July 2025**, surveying OCPA staff and leadership to determine which program structures would best support the agency's operational goals. The assessment found that programs focused on **load shifting, community impact, and rate reduction** were top priorities. Staff also emphasized that **customer satisfaction** and **community education** are essential to long-term success, with outreach and education identified as one of the most beneficial potential program types.

Next, OCPA developed an **Existing Programs Assessment** during **July and August 2025**. OCPA studied existing programs across the state and region to find service gaps and make sure new programs complement currently available programs. The analysis found opportunities for OCPA to invest in **demand response, renter-focused programs, electrification efforts, and industrial and cross-cutting efficiency measures**. These findings helped OCPA define where new programs could add unique value beyond current offerings from SCE, SoCalREN, and other entities.



A Funding Opportunities Assessment, completed between **July and November 2025**, evaluated available state and federal funding streams to support new programs and reduce reliance on ratepayer funds. Key findings highlighted the **California Public Utilities Commission's (CPUC) Apply to Administer (ATA) process** as a high-impact funding pathway for CCAs, alongside opportunities in **clean mobility and energy efficiency pilot projects**. The assessment also emphasized the value of **collaboration with member cities** (Buena Park, Fullerton, Irvine, and Fountain Valley) to strengthen funding applications and share administrative capacity.

Finally, OCPA conducted a **Cost-Benefit Analysis** from **March through October 2025**, integrating data from all prior assessments. OCPA developed a customized CBA scoring tool, established weighting criteria for impact and feasibility, and convened a six-member scoring committee to evaluate proposed programs. The results were used to prioritize programs by both community benefit and operational viability, providing the foundation for the CPP's final recommended program portfolio.

This structured and comprehensive approach ensured that the CPP's final recommendations are both responsive to community needs and aligned with OCPA's operational, financial, and strategic priorities.

# SUMMARY OF IDENTIFIED PROGRAMS RECOMMENDATIONS

Through the assessment process, eleven potential program initiatives were identified and evaluated according to their anticipated impact and feasibility. Two initiatives emerged as **high-priority candidates**: a direct-to-renter electrification and demand response (DR) program initiative and a comprehensive energy efficiency and electrification program initiative. These offerings could begin operations within five months of adoption of the CPP. These program concepts demonstrated the strongest alignment with OCPA's strategic goals and were identified as the most feasible to get up-and-running quickly.

Refrigeration efficiency and electrification was identified as a **medium-priority initiative**, suitable for deployment within 18 months while program infrastructure and partnerships are developed. The remaining initiatives were categorized as **low priority** or **not recommended** due to either limited feasibility or overlap with existing offerings.

Table 1. Program Initiatives

Program	Intervention Summary	Priority Level
Direct-to-renter electrification and demand response (DR) program	Provides renters and small businesses with portable electrification and DR solutions to overcome landlord barriers and reduce energy costs.	High
Comprehensive energy efficiency and electrification program	Integrates efficiency and electrification upgrades with audits, incentives, and financing to lower emissions and bills across sectors.	High
Refrigeration efficiency and electrification program	Supports commercial customers with refrigeration upgrades and low-GWP equipment to cut energy use and emissions.	Medium
Sector-specific demand response (DR) programs	Designs tailored DR offerings for specific business sectors to boost participation and enhance grid reliability.	Low
Strategic energy management (SEM) for industrial facilities	Helps industrial customers improve efficiency through training, technical assistance, and ongoing performance tracking.	Low
Financing and incentive stacking support	Helps customers combine multiple incentives and financing options to overcome upfront cost barriers.	Low

Program	Intervention Summary	Priority Level
Increase e-mobility access and advanced electric vehicle/charging infrastructure	Expands EV charging and e-bike access in workplaces, multi-family housing, and public spaces to promote equitable transportation electrification.	Low
Credit-boosting equity direct install (DI) program	Offers direct-install efficiency and electrification measures with credit-building tools for low-income customers.	Low
Codes and standards / reach codes support	Duplicates existing statewide code efforts but could support future coordination if gaps emerge.	Not recommended
Workforce education and training (WE&T)	Overlaps with current regional programs; could fill training gaps through future partnerships.	Not recommended
Resilience, decarbonization showcase, and pilot projects	Demonstrates clean energy technologies but is resource-intensive and less scalable in the near term.	Not recommended

OCPA can begin implementing high-impact programs quickly while building capacity, refining design and delivery mechanisms, and pursuing external funding to expand its portfolio over time. The CPP provides the strategic and analytical foundation to ensure efforts remain aligned with operational and community needs and vision. The sections that follow detail the context, analyses, and program strategies that will guide OCPA's implementation of this plan and will support the agency's ongoing commitment to delivering local, sustainable, and equitable energy.



# III. Introduction and Background

# OCPA BACKGROUND

## About OCPA

The Orange County Power Authority (OCPA) is a **community choice aggregator (CCA)** established in 2020 and launched in 2022 as a Joint Powers Authority (JPA) to give Orange County residents and businesses a cleaner, affordable, and locally controlled alternative to purchasing electricity from a traditional investor-owned utility. As a public agency, OCPA procures electricity on behalf of its member jurisdictions: the cities of **Buena Park, Fullerton, and Irvine**, and soon the **City of Fountain Valley**. OCPA reinvests its revenue back into the communities it serves through customer programs, renewable energy investments, and local economic development initiatives.

Since launching service in 2022, OCPA has expanded renewable energy access and customer choice across its participating cities. By focusing on local accountability and transparency, OCPA aims to catalyze the region's clean energy transition while supporting long-term community resilience and economic vitality.

## OCPA's Strategic Vision

OCPA's strategic vision is to *“think globally and act locally by empowering our communities with choice in energy needs. We are committed to transforming the energy landscape, driving a sustainable future and beyond by empowering and enabling our communities, and ensuring that no community is left behind in this transition to renewable energy.”*

This vision guides OCPA's efforts to deliver energy programs and services that are local, clean, and equitable. It emphasizes both global responsibility and local empowerment—ensuring that the benefits of the clean energy transition reach every community OCPA serves.

To advance this vision, OCPA focuses on three key principles:

- **Local:** Prioritizing investments that create community benefits (such as local job creation, workforce development, and infrastructure improvements) within OCPA's member jurisdictions.
- **Sustainable:** Procuring renewable and carbon-free resources to provide reliable, affordable energy that supports California's decarbonization and climate goals.
- **Equitable:** Providing renewable energy at competitive rates and reinvesting revenues in programs that expand access and opportunity for all customers, particularly those in disadvantaged and historically underserved communities.

By acting on these principles, OCPA is working to build a more sustainable, inclusive, and resilient energy future for Orange County; one that empowers local communities while contributing to the broader transition to a clean energy economy.

# COMMUNITY POWER PLAN OVERVIEW

## History of Community Power Plan Approval

The **Community Power Plan (CPP)** was initiated to provide OCPA with a comprehensive roadmap for developing and implementing customer programs that advance its strategic goals. The plan was approved by the OCPA Board of Directors in **February 2026**, following a collaborative planning process that incorporated input from member agencies, community stakeholders, OCPA staff, and technical experts.

The CPP reflects OCPA's commitment to making decisions and designing programs based on evidence and data. It integrates community feedback, market assessments, and technical analyses to prioritize program initiatives that will deliver measurable and equitable benefits to customers while supporting state and local policy objectives.

## Community Power Plan Guiding Principles

The CPP development process followed the guiding principles below to inform OCPA's approach to program development, community engagement, and resource planning. These principles ensured that the plan remained focused on local priorities while supporting statewide climate and energy objectives.

- **Address climate change by reducing energy-related greenhouse gas emissions.**  
The CPP supports OCPA's broader mission to advance decarbonization through clean energy, electrification, and demand-side management programs that reduce GHG emissions and improve air quality across Orange County.
- **Conduct a comprehensive Community Needs Assessment.**  
OCA engaged with residents, businesses, and community-based organizations through multilingual surveys, workshops, and stakeholder meetings to identify community priorities, barriers, and opportunities for program participation.
- **Utilize industry research to establish the feasibility of various programs.**  
The CPP leverages best practices and technical analyses to evaluate potential programs based on implementation effort, timeline, cost, and revenue implications, ensuring that OCPA's initiatives are data-driven and scalable.
- **Collect and assess information on grants and plans that can augment services and incentives.**  
OCA will pursue the identified funding opportunities that complement local efforts, including programs supporting building decarbonization, zero-emission transportation, and community resilience. These resources will help maximize benefits for member cities and their residents while enhancing program affordability and reach.

Together, these guiding principles provide the foundation for a coordinated, equitable, and results-oriented approach to community energy planning, ensuring that OCPA's programs are both responsive to local needs and aligned with broader climate action efforts.

# Community Power Plan Process Overview

The **Community Power Plan** was developed through a multi-phase, data-informed process designed to align community needs, operational feasibility, and program impact. Each phase built upon the previous one to ensure OCPA's program investment strategy is responsive to community priorities and realistic for OCPA to implement.

- **Community Needs Assessment:** Engaged residents, businesses, and stakeholders to identify local priorities, learn what barriers prevented past program participation, and find opportunities for innovative program design. This assessment provided foundational insights into customer preferences, equity considerations, and areas where OCPA programs could deliver the greatest local benefit.
- **Operational Alignment Assessment:** Surveyed OCPA staff and leadership to gather insights on which program types, delivery models, and structures would best support OCPA's customers and organizational objectives. The findings emphasized how well-designed programs can advance OCPA's operational goals such as managing electricity procurement costs, enhancing load flexibility, and improving customer satisfaction while reinforcing OCPA's mission of providing local, clean, and equitable energy.
- **Existing Programs Assessment:** Conducted a comprehensive review of statewide, regional, and local energy programs to identify overlaps, gaps, and coordination opportunities. This analysis helped OCPA pinpoint where new or expanded offerings could complement (not duplicate) existing programs and where OCPA could add unique value through targeted investments and local engagement.
- **Funding Opportunities Assessment:** Examined potential funding streams to support OCPA programs. This assessment helped identify where external funding could reduce ratepayer costs, accelerate deployment timelines, and increase program accessibility across OCPA's service area.
- **Cost-Benefit Analysis (CBA):** Integrated findings from all prior assessments to evaluate each proposed program's relative impact and feasibility. The CBA produced a prioritized program concept portfolio that balances community benefit, cost-effectiveness, and implementation readiness.

This comprehensive approach ensures that OCPA's future program investments are strategic, equitable, and grounded in data. The CPP serves as both a guiding framework and a living document; one that will evolve as OCPA continues to grow, innovate, and respond to changing community and market conditions.



# **IV. ASSESSMENTS**



# **COMMUNITY NEEDS ASSESSMENT**

# GOAL

The community needs assessment was conducted to engage community members of OCPA member agencies to hear about their energy needs and program priorities. In addition to surveys, OCPA representatives attended community events to engage in conversations with community members and record their insights.

# PROCESS

The community needs assessment ran from February 2025 through August 2025, and included multiple strategies to engage the OCPA community and learn about their energy priorities. To reach this broad and diverse community, OCPA conducted multiple engagement strategies including a survey, listening sessions, tabling events and newsletter distribution. Surveys were made available in these following 10 languages: English, Traditional Chinese, Simplified Chinese, Korean, Vietnamese, Spanish, Farsi, Arabic, Filipino, and Japanese.

The Asian Business Association of Orange County (ABAOC) was selected as a contracted partner to support community outreach to inform the Community Power Plan (CPP). ABAOC and its collaborative partners leveraged their deep community roots and multilingual capacity to support culturally responsive outreach and conduct listening sessions to gain critical feedback on energy needs and preferences. ABAOC often worked through partner networks to support broadscale efforts to solicit input from member communities through events and surveys.

Table 2 shows the various engagement methods used throughout the community engagement process as well as target number of community members engaged and the actual number engaged.

Table 2. Community Needs Assessment Engagement and Outreach Activities

Engagement & Outreach Method	Target	Actual
Survey (digital and paper)	1,000	1,244 (Orange County participants)
Listening sessions (for community members and specific OCPA customer sectors e.g. business)	200 engaged 7 events	87 engaged 7 events
OCPA and outreach partner tabling	200 engaged 10 events	1,290 engaged 25 events
Newsletter outreach	6,000	54,740

# Data Collection

The goal of the engagement and outreach was to collect customer insight either through the survey or through a facilitated listening session. Newsletter and tabling events helped direct and facilitate community member participation in surveys and listening sessions.

**Survey:** The survey asked key questions such as what customer energy needs are, what types of programs they participated in previously and what barriers they have experienced when trying to participate in

programs. The survey was developed for both residential customers and business customers. The survey was posted on OCPA's website, distributed through social media channels, partners, and a community engagement partner, the Asian Business Association of Orange County.

**Listening Sessions:** OCPA participated in seven community events in the member cities of Buena Park, Irvine, Fullerton, and Fountain Valley. In all, an estimated total of 80 residents, business leaders, and organization leaders participated in "Listening Sessions" to share insights about their biggest energy concerns, knowledge of, and participation in energy programs, and barriers to access for the energy support the community most needs.

## KEY TAKEAWAYS - SURVEY

**Takeaway 1:** Residential and Commercial Customers were least aware of the following programs (Appendix Q, Figure 1):

1. 8% were aware of assistance to help customers take advantage of rebates or energy-saving measures
2. 11% were aware of electric vehicle and/or charging incentives
3. 11% were aware of clean energy Programs and plans (such as OCPA's 100% renewable choice plan or allowing customers unable to install solar panels to benefit from clean energy programs)

**Takeaway 2:** 25% of Residential and Commercial Customers have not made energy improvements. 32% of customers that did make energy improvements installed energy-efficient technologies or appliances (e.g. air conditioner, electric water heater, insulation, LED lighting, smart thermostat) (Figure 2).

**Takeaway 3:** The most important electricity issue for residential and commercial customers is reducing energy bill costs (ranked #1 106 times), followed by breathing cleaner air indoors and outside (ranked #1 60 times) (Figure 3).

**Takeaway 4:** Residential and commercial customers would most like to see the following electricity-related improvements (Figure 4):

1. Improving air quality (indoor and outdoor) with electric appliances and electric vehicles (25%)
2. Building more renewable energy projects (solar panels, batteries) and providing power line and system upgrades (18%)
3. Helping families pay or reduce their energy bills (13%)

## KEY TAKEAWAYS - LISTENING SESSIONS

**Takeaway 1:** Community members most commonly reported these energy-related concerns:

1. Lack of information around, and inaccessibility of, energy programs

2. High energy bills and increasing rates
3. Reliability and power outages

**Takeaway 2:** Community members additionally reported limited awareness of OCPA and how it serves their community. Most were unfamiliar with OCPA's customer programs and offerings.

**Takeaway 3:** They cited the following barriers to participating in energy programs:

1. Awareness and lack of education
2. Trust and legitimacy concerns
3. Complexity and difficulty in understanding offerings
4. Concerns about the political climate and exposing one's identity and citizenship status
5. Language accessibility
6. Not meeting qualifications

**Takeaway 4:** They expressed interest in the following energy programs the most:

1. Rebates, particularly related to heating, ventilation, and air conditioning (HVAC)
2. Home assessments to identify savings opportunities
3. Youth education and workforce education & training
4. Education focused on lowering energy costs

Both the survey and listening sessions surfaced several consistent themes: limited awareness, affordability as the primary driver, and the strong value customers place on cost savings and health benefits. They also underscore the need for programs to address barriers related to trust, complexity, and equity in order to achieve broader participation.

## NEXT STEPS

Community priorities and needs will be included in the Cost-Benefit Analysis and evaluated alongside the findings from the other assessments. In addition, community insights and considerations for barriers to clean energy projects and the type of support and resources that can address those barriers will be included in the design of the recommended programs.



# **OPERATIONAL ALIGNMENT ASSESSMENT**

# GOAL

The Operational Alignment Assessment surveyed key OCPA staff and leadership for their perspectives on which energy program types and structures would best serve OCPA and its customers. The findings highlight how well-designed programs can advance OCPA's operational goals, including managing electricity procurement costs and improving customer satisfaction.

# PROCESS

The Operational Alignment Assessment is based on findings from two surveys. To understand staff and leadership perspectives, OCPA surveyed multiple staff from each department: communications and external affairs, power resources, fintech, regulatory and legislative, and leadership. The survey also included representatives and staff from all four current member cities: Buena Park, Fountain Valley, Fullerton, and Irvine.

Survey questions focused on priorities and considerations for OCPA as they consider and launch new customer programs (a full list of questions is shown in Appendix H).

# KEY TAKEAWAYS - OCPA STAFF SURVEY

**Takeaway 1:** As shown in Table 3 below, staff's top priorities for OCPA community programs include load shifting, impact on communities of concern, and customer energy rate reduction. OCPA's definition of communities of concern is aligned with the CPUC's definition of underserved communities and customers.<sup>1</sup>

Table 3. OCPA Staff Survey: Customer Program Priorities

Priority	Score	Overall Ranking
Load Shifting	46	1
Impact on Communities of Concern	39	2
Customer Energy Rate Reduction	37	3
Incremental GHG Impact	33	4
Energy Use Reduction	31	5
Air Pollutant Impact	25	6
Electric Reliability	23	7
Economic Impact	20	8
Extreme Heat Mitigation	16	9

**Takeaway 2:** As shown in Table 4, staff's top consideration as OCPA prepares to launch new programs is customer satisfaction followed by benefit to OCPA region and the cost to OCPA.

<sup>1</sup> The CPUC's definition of underserved communities and customers is defined in Pub. Util. Code Sections 1600 - 1640, enacted by Assembly Bill 841 (Stats. 2020, Ch. 372). Details of the definition are outlined in Appendix I.

Table 4. Top consideration as OCPA prepares to launch new programs

Consideration	Score	Overall Ranking
Customer satisfaction	21	1
Benefits to OCPA region	18	2
Cost to OCPA	14	3
Impact on internal staff	7	4

**Takeaway 3:** As shown in Table 5, the services that staff believe would most benefit OCPA customers are energy advisor/technical assistance, financing, and bill credits.

Table 5. Services that would most benefit OCPA customers

Services	Score	Ranking
Energy advisor	16	1
Financing	15	2
Bill credits	14	3
Turnkey installation/retrofit for the whole building	7	4
Marketplace for energy-efficient, clean energy appliances	6	5
Education	5	6

## KEY TAKEAWAYS - OCPA MEMBER CITIES SURVEY

**Takeaway 4:** As shown in Table 6, types of programs that member cities believe would most benefit OCPA customers include electric vehicle and community education and engagement.

Table 6. Types of programs that would most benefit OCPA customers

Program Types	Score	Ranking
Electric vehicle infrastructure and incentives	4	1
Community education and engagement on clean energy	4	1
Incentives for energy-efficient appliances and retrofits	3	3
Solar panel and battery storage programs	3	3
Workforce training for clean energy jobs	3	3
Resilience programs (e.g., backup power systems, microgrids)	1	6
Air quality improvement programs	1	6

**Takeaway 5:** As shown in Table 7, the types of programs that member cities believe would be the most helpful to them include outreach materials tailored for residents and grant funding or technical assistance.

Table 7. Support or resources from OCPA that would be most helpful to your city

OCPA Support/Resources	Score	Ranking
Outreach materials tailored for residents	4	1
Grant funding or technical assistance	3	2
Guidance on integrating clean energy in city planning	2	3
Help coordinating with utilities or regional agencies	2	3

## NEXT STEPS

Program priorities based on these findings will be included in the Cost-Benefit Analysis and evaluated alongside the findings from the other assessments. The Operational Alignment survey participants provided important insights into the barriers to completing clean energy projects and the type of programs that could address those barriers. These insights will be incorporated into the design of the recommended programs.



# **EXISTING PROGRAMS ASSESSMENT**

# PURPOSE

This assessment provides an overview of the landscape of energy programs currently available to OCPA customers. The assessment's goal was to inform Orange County Power Authority (OCPA) of existing programs and identify the types of programs OCPA could potentially administer, including energy efficiency, demand response, distributed energy resources (such as solar, storage, and electric vehicle (EV) charging), community solar, and equity-focused customer programs. The assessment focused on energy programs offered in California by other community choice aggregators (CCAs), state and regional agencies, non-profits, and regional energy networks (RENs).

# PROCESS

The assessment began with a survey of programs with publicly accessible information, such as the California Energy Data and Reporting System (CEDARS) database (a full list of sources is available in the appendix). Program offerings from the following entities were reviewed:

- Regional energy networks (RENs)
- California Energy Commission (CEC)
- California Public Utilities Commission (CPUC)
- California Air Resources Board (CARB)
- South Coast Air Quality Management District (SCAQMD)
- Municipal and investor-owned utilities in California

A total of 37 programs were assessed, 13 of which are offered by other CCAs (e.g., Clean Power Alliance, Peninsula Clean Energy, San Diego Community Power, Marin Clean Energy, and Central Coast Community Energy).

After identifying programs and gathering publicly-available data, the programs were reviewed for alignment with OCPA's organizational goals (see Operational Alignment for details on OCPA goals). Lastly, program information was encoded, compiled into tables, and visualized through figures to develop initial insights on existing program gaps and to guide overall recommendations.

# OBSERVATIONS AND ANALYSIS OF EXISTING PROGRAMS

The team analyzed the following characteristics that are described in further detail in Appendix K:

- Target market sector
- Program type
- Program delivery methods
- Energy savings measures
- Priority population served
- Application process
- Funding and funding source

**Target Market Sector:** The assessment indicated that a wide range of programs are available for the residential and commercial sectors, while fewer options are available for industrial and agricultural sectors and for cross-cutting programs (which serve multiple customer types) (Appendix R, Figure 5). This distribution generally aligns OCPA's customer account distribution, which has significantly more residential than commercial, industrial, or agricultural accounts (Figure 5). However, it is important to note that medium and large commercial and industrial customers account for the majority of OCPA's overall energy consumption (Figure 5). (See more details about OCPA's customer demographics and energy load in the OCPA Customer and Energy Portfolio Summary).

**Program Type:** Most existing programs focused on energy efficiency, building electrification, and education and training (Figure 6). Approximately 75% of the programs in the assessment had a priority population service component, such as focusing on disadvantaged communities (Figure 7).

**Program Delivery Methods:** Energy programs can have a variety of mechanisms for bringing benefits to their target market. For example, they may provide grants, rebates, or technical assistance. The most common delivery elements of the programs in the assessment were rebates and technical assistance (Figure 8). Grants, up-front incentives (discounted price), on-bill or affordable financing, and bill/tax credits were the least common delivery elements.

**Energy Savings Measures:** Energy saving measures are actions, changes, or technologies that reduce energy consumption. The most common energy saving measure in the assessed programs was water heating, followed by controls, HVAC, and building envelope measures such as cool roofs and high-performing windows (Figure 9).

**Application Process:** Many existing incentive programs have application processes that are arduous for customers to navigate, particularly when participating requires customized calculations, regulatory review, and complex documentation (Figure 10). This insight comes from reviewing publicly-posted application requirements for program participation and from the team's experience guiding participants through similar programs, which frequently involve complex documentation, lengthy approval timelines, and unclear instructions. We found that programs for larger capital projects, such as those targeting commercial and industrial sectors, have more complex application requirements. However, some residential programs had similarly complex application processes.

**Funding:** While many CCA programs are funded using internal funds, the US Department of Energy (DOE) is a significant funding source, particularly for projects administered through the California Energy Commission (CEC) (Figure 11). Federal funds are often allocated to pilot programs, technology demonstrations, and initiatives aimed at advancing clean energy innovation and market transformation.

The California Public Utilities Commission (CPUC) provides a major source of state-level funding, particularly for programs administered by RENs and investor-owned utilities. CPUC funding often focuses on energy efficiency, demand response, and distributed energy resource programs to align with statewide decarbonization and equity goals. One challenge with existing programs that exclusively use CPUC funds is that the funding is restricted to specific energy saving measures. Essential decarbonization activities, like EV charging infrastructure or refrigerant management, usually do not qualify for this funding. To ensure timely progress towards state climate goals, new comprehensive programs are needed to help cover these costs.

# EXISTING PROGRAM GAPS AND RECOMMENDATIONS FOR OCPA

## 1. Invest in Demand Response (DR) Programs

Demand response (DR) programs generally require minimal upfront investment, are simple to enroll in, and often provide clear, predictable financial incentives tied directly to participation. Many DR technologies are automated or semi-automated, making it easy for program participants to participate since they don't have to make significant active changes to their behavior.

Our program assessment found that the agricultural and industrial sectors are underserved by current programs. It typically takes a lot of capital to complete efficiency and electrification projects in these sectors, making it difficult and costly to provide programs to support them. While OCPA does not service much load from agricultural accounts, OCPA could bridge this gap and drive program engagement in these sectors with simple DR programs customized to agricultural and industrial customers. For example, OCPA could offer flexible load management technologies or custom participation agreements, delivering both customer savings and grid benefits.

## 2. Renter-Focused Programs

The assessment found that while around 40% of available residential programs were technically open to renters, most of these programs required landlord approvals and were not tailored specifically to renters' unique needs. Unlike homeowners, renters can't make decisions about large-scale upgrades like new appliances or heating and cooling systems without written owner permission. This lack of control is a significant barrier to participating in traditional efficiency or electrification programs.

A direct-to-renter program should incorporate:

- Demand response (DR) enabling technologies that allow renters to actively participate in energy savings and load management initiatives without requiring modifications to their homes.
- Portable and non-invasive equipment options that enhance energy efficiency, comfort, and air quality without the need to replace existing appliances. Examples include portable batteries, heating, ventilation, and air conditioning (HVAC) units, plug-in induction cooktops, air purifiers, countertop air fryers, and other plug-and-play technologies.

By combining easy-to-use technologies with strategies to encourage energy-saving action, this program approach would lower participation barriers for renters while contributing to peak load reduction, energy savings, and improved indoor air quality in the residential sector.

### 3. Invest in Industrial and Cross-Cutting Programs

The assessment has shown that the industrial and cross-cutting sectors are underfunded relative to the residential and commercial sectors (Figure 5, Figure 12). However, programs in the industrial and cross-cutting sectors are an opportunity for OCPA to create meaningful impact.

In the industrial sector, facilities face two major barriers to participating in energy programs: essential equipment cannot easily be taken offline, and high upfront costs limit capital projects. For this reason, a strategic energy management (SEM) program, similar to the SPARKe program, is recommended. By focusing on operational efficiencies, workforce practices, and long-term planning rather than large capital projects, SEM directly addresses these barriers while still delivering measurable energy savings.

In the cross-cutting sector, the assessment identified that opportunities often span multiple domains (e.g., transportation, buildings, workforce), but existing funding and program models are siloed. To respond, OCPA could create holistic programs that integrate these focus areas and leverage regional/state planning grants, capacity-building funds, and affordable financing. This approach aligns with the assessment's finding that collaboration and accessibility are lacking, and it helps ensure underfunded communities can participate at scale.

### 4. Accelerate Electrification Efforts

The assessment found that while many existing programs include some support for electrification, they often fall short. The funding they provide typically does not cover a sufficient portion of project costs, and the resulting financial gap makes it difficult for people to adopt electrification technologies like heat pumps or electric vehicles. As a result, the transition to electrification is not progressing fast enough to meet state and regional goals for reducing carbon emissions and improving air quality.

A new electrification program that addresses the shortcomings of existing programs would help accelerate market transformation. OCPA could develop a program that delivers the following environmental and customer benefits:

- Work alongside existing incentive programs, making it easier and more affordable for customers to switch to cleaner energy appliances and vehicles.
- Support residential, commercial, and industrial sector collaboration on electrification initiatives.
- Improve the design of solar and battery storage systems, optimizing their performance and enhancing resilience.
- Improve indoor air quality while significantly reducing greenhouse gas emissions.

The assessment found electrification is a high-impact, strategic investment area.

## NEXT STEPS

The findings from this assessment are incorporated into the cost-benefit analysis to determine priority program types for further evaluation. Additionally, through the Cost-Benefit Analysis, the data collected was used to identify overlapping programs, uncover opportunities for strategic partnerships, and highlight best practices that can be replicated to enhance program effectiveness.



# **FUNDING OPPORTUNITIES ASSESSMENT**

# PURPOSE

This assessment was developed to identify funding opportunities for OCPA and member agencies to support activities including program management, implementation, and/or enhancements to program offerings that are aligned with the Community Needs Assessment priorities.

# PROCESS

This assessment was implemented in phases:

- **Phase 1:** In the first phase, TEC has identified sources of funding information and created a tracking spreadsheet template (in Appendix N, see details below).
- **Phase 2:** In the second phase (which took place after the cost-benefit analysis), TEC reviewed funding sources and populated the tracking spreadsheet with information about opportunities that are aligned with the priorities identified in OCPA's Community Needs Assessment. OCPA may request that TEC keeps the tracking spreadsheet updated on a regular basis.

The funding landscape is changing rapidly and many funding opportunities require quick action to participate. OCPA is using a phased approach for this assessment to ensure the most up-to-date information is included in the final report. The assessment includes substantial redundancy in its information sources to ensure all relevant opportunities were identified and included in the analysis.

# CRITERIA FOR INCLUSION IN ANALYSIS

Funding opportunities were included in the assessment's analysis if:


- OCPA or a member agency is eligible to lead, or
- The opportunity is for a substantial \$ amount (~ \$500K or more) and OCPA or a member agency could be a funded partner.

The assessment included considerations such as funding amounts, competitiveness, application complexity, risk, and alignment with Community Power Plan priorities. It included recommendations for which funding opportunities were most promising based on these criteria. The completed assessment spreadsheet and associated recommendations was shared with OCPA staff in a meeting.

# ANALYSIS - PRIORITIZATION AND RECOMMENDATIONS MEMO

After the tracking spreadsheet is populated with relevant opportunities, the TEC team conducted an analysis and summarized the findings in a draft memo (Appendix O) that includes opportunities evaluated, suggested prioritization, trends observed, and other insights.

TEC then met with OCPA staff to review the tracking spreadsheet and the draft memo. Staff feedback was incorporated into a final memo.



# V. PROGRAM RECOMMENDATIONS

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# RECOMMENDED PROGRAM INITIATIVES

Based on the comprehensive Cost-Benefit Analysis (CBA) process which integrated findings from the Community Needs, Operational Alignment, and Existing Programs Assessments, program initiatives were classified into priority tiers using both impact and feasibility scales. The CBA applied a structured scoring tool and committee-based review process to evaluate each initiative against quantitative criteria such as ratepayer savings, emissions reductions, and implementation viability, as well as qualitative factors reflecting community benefit and alignment with OCPA's mission. This approach enabled OCPA to distinguish between high-potential initiatives and those with limited alignment or near-term feasibility. Importantly, this evaluation framework balances analytical rigor with OCPA's principles of being local, sustainable, and inclusive, ensuring that recommended initiatives advance measurable outcomes while embodying the agency's commitment to equitable community empowerment, environmental stewardship, and economic resilience.

The results highlight a small set of high-priority program initiatives that offer strong community benefits and feasibility, a group of moderate or low-priority initiatives that may merit further refinement, and several program concepts that were not recommended for advancement at this time. Each initiative's ranking reflects its combined CBA impact and feasibility score, informed by weighted community input, operational priorities, and comparative benchmarking against existing statewide and regional programs.

Table 9. Program Intervention Recommendations

Program	Priority Level
Direct-to-renter electrification and demand response (DR) program (residents/ small business)	High
Comprehensive energy efficiency and electrification	High
Refrigeration efficiency and electrification	Medium
Sector-specific demand response (DR)	Low
Strategic energy management (SEM) for industrial facilities	Low
Financing and incentive stacking support	Low
Increase e-mobility access and advanced electric vehicle/charging infrastructure	Low
Credit-boosting equity direct install (DI) program	Low
Codes and standards / reach codes support	Not recommended
Workforce education and training (WE&T)	Not recommended
Resilience, decarbonization showcase, and pilot projects	Not recommended

Two program initiatives emerged as **high-priority** candidates across both impact and feasibility criteria: a Direct-to-Renter Electrification and Demand Response (DR) offering, and a Comprehensive Energy Efficiency and Electrification program concept. Both demonstrated strong performance across impact and feasibility criteria, positioning them as well-aligned with OCPA's goals and strong candidates for near-term implementation and funding. Their high composite scores reflect exceptional performance in key CBA categories such as customer energy rate reduction, impact on communities of concern, and readiness for implementation. This indicates that these initiatives can deliver tangible benefits early in the CPP's rollout. Together, they embody OCPA's vision to leave no community behind by expanding access to clean energy

participation for renters, small businesses, and other underserved customer groups.

**These programs directly reflect community and organizational priorities identified throughout the CPP assessments.** The Community Needs Assessment found that reducing electricity bills was the top concern among survey respondents, a need addressed by both high-priority programs through lower energy costs and increased efficiency. The Operational Alignment Assessment identified customer satisfaction, load shifting, rate reduction, and impacts on communities of concern as OCPA's top programmatic priorities. All of these are advanced through targeted electrification, energy management, and demand response design. Likewise, the Existing Programs Assessment revealed that demand response (DR) offerings represent the single largest service gap in the current landscape, reinforcing the strategic importance of OCPA's Direct-to-Renter DR concept as an early investment focus. Collectively, these findings validate the CBA outcomes and illustrate how data-driven analysis, community priorities, and OCPA's core principles intersect to guide investment decisions.

The Refrigeration Efficiency and Electrification initiative ranked as a **medium-priority** program, representing a viable next-tier investment opportunity. This program model responds to findings from the Existing Programs Assessment that highlighted the need to accelerate electrification efforts across all sectors, and aligns with OCPA's operational goal of supporting community impact and cost reduction for high-usage businesses. Medium-priority programs such as this one represent valuable opportunities for long-term investment but may require additional design refinement, partnership development, or funding coordination before implementation.

At the other end of the spectrum, three program models—Codes and Standards / Reach Codes Support, Workforce Education and Training (WE&T), and Resilience, Decarbonization Showcase and Pilot Projects—were **not recommended** due to limited impact, lower feasibility, or overlap with existing initiatives.

The remaining initiatives were categorized as **low priority**, indicating that while they may hold potential community or operational value, they would benefit from further research, market validation, and resource planning before consideration for implementation.

# HIGH-LEVEL PROGRAM DESIGN

## Gap Analysis and Program Enhancements

### ADDRESSING PROGRAM OVERLAP AND ENSURING COMPLEMENTARITY

The high- and medium-priority program initiatives identified through the Cost-Benefit Analysis were further evaluated to confirm that they complement, rather than duplicate, existing offerings within OCPA's service territory. This analysis demonstrates that OCPA's proposed program models target underserved customer segments, fill geographic and eligibility gaps left by current utility and statewide programs, and align with equity and decarbonization objectives across participating cities.

## COORDINATION WITH EXISTING PROGRAM ADMINISTRATORS

OCPA will coordinate closely with Southern California Edison (SCE), SoCalREN, and the implementers of statewide programs such as Technology and Equipment for Clean Heating (TECH) Clean California to align program design, delivery, and customer targeting. This collaboration will ensure clear understanding of target customers and engagement activities, avoid unnecessary spending and duplicative efforts, and enhance customer experience through streamlined referrals and potential co-funding opportunities.

Formal collaboration may include:

- Coordination during program design, launch, and ongoing implementation
- Establishment of memoranda of understanding (MOUs) on coordination strategies and conflict resolution
- Staff training to understand complementary programs and coordination protocols to offer clear guidance to customers navigating options
- Data-sharing protocols or mechanisms to ensure complementarity and avoid duplication
- Joint outreach strategies to maximize customer reach.

## EQUITY-DRIVEN TARGETING

Each OCPA program intervention emphasizes equity and accessibility by serving customers who are not adequately served by existing programs: particularly renters, small businesses, and households in climate zones 6 and 8, which are not prioritized under current SCE direct install initiatives. By tailoring eligibility criteria and incentive structures to these underserved segments, OCPA will expand market participation and ensure equitable distribution of program benefits. This focus on equity ensures OCPA's efforts advance statewide decarbonization goals while directly benefiting historically underserved communities..

## PROGRAM-SPECIFIC GAPS AND ENHANCEMENTS

The following section reviews OCPA's high- and medium-priority program concepts, identifying specific market and service gaps that each program is designed to address. These descriptions highlight how OCPA's proposed initiatives complement, rather than duplicate, existing investor-owned utility (IOU), regional energy network (REN), and statewide offerings. Each subsection outlines key program differentiators, targeted customer segments, and opportunities for coordination with existing administrators. Additional detail on all referenced programs (including administrators, eligible measures, and geographic coverage) can be found in Appendix K. Existing Programs Matrix Spreadsheet.

### Direct-to-Renter Electrification and Demand Response (DR) Program

Renters face significant barriers to electrification and energy participation due to limited control over major appliances and property upgrades. Existing programs, such as SCE's Multifamily Residential Direct Install Program ([SCE 3P 2024R MF 001](#)), primarily target climate zones 9, 10, 13, 14, and 15 leaving OCPA's climate zones 6 and 8 underserved. SCE's direct install program designs are also limited in offerings due to CPUC EE ratepayer funded program rules, program cost-effectiveness requirements, and incentive eligible equipment types.

OCPA's Direct-to-Renter intervention will fill these gaps by offering portable, plug-and-play electrification solutions (e.g., induction cooktops, plug-in heat pumps, and efficient air purifiers) that do not require landlord approval. This initiative exemplifies OCPA's "no community left behind" commitment by prioritizing renters and small business customers often excluded from traditional energy programs.

In addition, OCPA can offer a residential demand response (DR) program that complements existing utility offerings. While SCE's Critical Peak Pricing program is designed primarily for commercial customers, an OCPA-led residential DR program approved by the California Public Utilities Commission (CPUC) as an eligible offering under Self-Generation Incentive Program (SGIP) would unlock access to TECH Clean California incentives for OCPA residents, as participation in a CPUC-approved DR program is a prerequisite for those incentives. This approach would expand affordability and program reach while ensuring alignment with statewide initiatives.

## Comprehensive Energy Efficiency and Electrification Program

Current SCE residential and commercial programs, such as Energy Savings Assistance ([SCE-13-ESA](#)), Equitable Building Decarbonization Statewide Direct Install Program ([EBD](#)), Residential Direct Install ([SCE-13-SW-001G](#)), and Comprehensive Energy Efficiency Resource Program ([SCE-24-Non-3P-001-Com](#)), leave critical gaps in both eligibility and measure coverage. Many OCPA customers fall outside income qualification limits or are located in unserved climate zones. Furthermore, commercial offerings tend to focus narrowly on lighting and water heating, with limited HVAC and food service measures.

The proposed initiative can address these deficiencies by integrating audits, incentives, financing, and/or application support across both residential and commercial sectors. The program will emphasize electrification measures like HVAC upgrades, and induction appliances, while maintaining flexibility for energy efficiency measures such as LED lighting that are not eligible for incentives through traditional IOU programs. In line with OCPA's sustainable and local principles, the initiative supports emissions reduction and clean technology adoption through local delivery partners, helping build regional workforce capacity. By coordinating with SCE and TECH Clean California, OCPA will ensure complementarity, avoid redundancy, and leverage stackable incentives to maximize customer participation.

## Refrigeration Efficiency and Electrification Program

Existing midstream and direct install offerings, such as SCE's Commercial Energy Efficiency Program ([SCE 3P 2020RCI 005](#)) and SoCalREN's Hard-to-Reach Commercial Direct Install Program ([SCR-COM-E5](#)), provide limited technical assistance and are designed primarily for small or hard-to-reach businesses. As a result, many medium and high-usage commercial customers within OCPA's service area, such as grocery stores, restaurants, and light industrial facilities, are excluded from participation or receive minimal support. These customers often have significant refrigeration and HVAC loads and peak load reduction opportunities, but lack access to comprehensive efficiency or electrification incentives through existing programs. Additionally, no programs currently focus specifically on refrigeration system electrification or low-global-warming-potential (GWP) refrigerant transitions in either the commercial or residential sector.

A refrigeration efficiency and electrification program can close these gaps by providing direct technical assistance, incentives for advanced commercial refrigeration equipment, and/or workforce training for refrigerant management to both residential and commercial HVAC. This approach advances OCPA's local principle by directly supporting the residential sector and strengthening the small and mid-sized businesses that anchor community economies, while also contributing to statewide decarbonization through sustainable technology transitions. These enhancements ensure alignment with statewide decarbonization goals while delivering tangible benefits to local food service and grocery businesses.

## ONGOING PROGRAM DIFFERENTIATION AND REVIEW

OCPA will continue to assess program participation, customer satisfaction, and market evolution to ensure program differentiation and complementarity from existing offerings while maximizing benefits and outcomes for OCPA customers and OCPA as a load serving entity. Regular coordination with SCE, SoCalREN, and statewide implementers will enable program adjustments, ensuring each initiative remains complementary, equitable, and responsive to community needs.

## Timeline and Portfolio Roll-out Strategy

OCPA will implement a phased roll-out strategy to ensure initiatives identified through the Cost-Benefit Analysis are developed in an organized and manageable manner. This approach will prioritize programs that are ready to launch and will have the greatest community impact. Launching new programs in phases will allow for flexibility as funding opportunities, regulatory conditions, and community needs evolve.

### HIGH-PRIORITY PROGRAMS (1-2 YEARS POST-PLAN PUBLICATION)

High-priority program initiatives, specifically the *Direct-to-Renter Electrification and Demand Response (DR)* and the *Comprehensive Energy Efficiency and Electrification* program models, can be **immediately piloted or fully implemented within 1-2 years** of the CPP's adoption. These programs are both aligned with OCPA's near-term objectives of advancing electrification, increasing customer participation, and supporting equity outcomes.

To initiate delivery of these programs, OCPA will:

- Finalize design and delivery models, incorporating input, wherever necessary, from community choice aggregators, local jurisdictions, member cities, implementation partners, and community-based organizations.
- Conduct market validation, set budget, and establish baseline data for performance tracking.
- Develop marketing and outreach plans targeting priority customer segments (e.g., renters, small businesses, and hard-to-reach customers).
- Secure or confirm stackable incentive funding, including coordination with **TECH Clean California, Self-Generation Incentive Program (SGIP)**, and other funds that are approved by the California Public Utilities Commission (CPUC).

These activities will enable OCPA to deliver clear customer benefits within one to two years of publishing the plan.

### MEDIUM-PRIORITY PROGRAMS (3-4 YEARS POST-PLAN PUBLICATION)

The *Refrigeration Efficiency and Electrification* program model, identified as a medium priority initiative, will move into the **pilot or development phase within 3-4 years** of the CPP publication. This program requires additional coordination, resource development, or technical scoping but is essential for expanding the depth and diversity of OCPA's program portfolio.

Key preparations will include:

- Conducting stakeholder engagement and facility assessments to refine program target measures.
- Identifying opportunities for partnership with SoCalREN, Southern California Edison (SCE), and trade allies to ensure OCPA's programs complement, not duplicate, existing programs

- Pursue funding through the CPUC's ATA process or other available mechanisms, enabling OCPA to implement programs using eligible CPUC ratepayer or external funds.

By year two, this program will be ready to scale and complement OCPA's program portfolio and support OCPA's decarbonization objectives.

## LOW-PRIORITY PROGRAMS (5–10 YEARS POST-PLAN PUBLICATION)

Low-priority program initiatives (those that demonstrated potential value but did not appear feasible in the near-term) could be **developed and deployed within five to ten years**. This timeline allows OCPA to focus on refining its initial offerings, gathering performance data, and adapting its strategies to evolving regulatory, market, and technological conditions.

In the interim, OCPA will:

- Monitor policy developments and funding opportunities at the state and federal levels to determine optimal timing.
- Conduct feasibility studies and pilot-scale demonstrations as needed to validate emerging technologies or program designs.
- Coordinate with local governments and partners to ensure that long-term initiatives align with regional climate and energy goals.

This phased approach enables OCPA to scale its program portfolio responsibly by starting with initiatives that are implementation-ready and expanding into more complex or resource-intensive programs as organizational capacity and market readiness increase.

## Budgeting and Funding Sources

One key factor in the CPP's success will be OCPA's ability to secure external funding and leverage regulatory pathways (such as the CPUC's ATA process) that expand opportunities to deliver clean energy programs using CPUC ratepayer and other state-supported funds. Funding programs through internal revenues offers OCPA the greatest flexibility to design initiatives that directly reflect community priorities and operational goals. As a relatively new organization, OCPA must balance program development with maintaining a strong financial position, meeting reserve targets, and supporting core operations. In the near term, the portion of revenues available for program funding will be modest, but this capacity is expected to grow as OCPA's customer base, financial reserves, and operational efficiencies expand. Supplementing these internal resources with external funding sources will be critical to scaling programs, piloting new models, and accelerating community benefits.

### STATE AND FEDERAL FUNDING OPPORTUNITIES

Phase two of the Funding Opportunities Assessment identified additional funding pathways to support pilot projects and future program implementation. The Funding Opportunities Assessment and supplemental research summarized in the Funding Tracking Spreadsheet Template and Data Fields indicate that OCPA (or more likely its member agencies) can serve as either the lead applicant or as a partner agency for a number of grant opportunities.

The Funding Opportunities Assessment identified several key funding categories relevant to OCPA's potential programs. These include:

- **Mobility Access and Advanced Electric Vehicle and Charging Infrastructure**, which supports

clean transportation and EV adoption

- **Community-Based and Multi-Benefits**, emphasizing community resilience, equity, and decarbonization
- **Electrification**, which provides funding for residential and commercial building upgrades that replace fossil-fuel systems with clean, electric alternatives
- **Weatherization**, which supports energy efficiency and building envelope improvements
- **New Construction**, designed to encourage all-electric, high-performance building design.

Together, these categories represent major opportunities for OCPA and its member agencies to pursue funding for both pilot initiatives and full-scale implementation efforts.

For example, funding in the **Mobility Access and Advanced Electric Vehicle and Charging Infrastructure** category could support OCPA's Increase E-Mobility Access and Advanced EV/Charging Infrastructure program concept. Funds could be invested in site development, fleet electrification, and community charging access. Funding focused on community resilience and decarbonization within the **Community-Based and Multi-Benefits** category align with OCPA's Resilience, Decarbonization Showcase and Pilot Projects concept, even though this program is not prioritized for near-term implementation. Funding opportunities within the **Electrification, Community-Based and Multi-Benefits, Weatherization, or New Construction** categories that target energy efficiency and building electrification could be used to expand the Comprehensive Energy Efficiency and Electrification program model or pilot the Credit-Boosting Equity Direct Install (DI) initiative for low-income and hard-to-reach customers.

By coordinating these efforts with member agencies **Buena Park, Fullerton, Irvine, and Fountain Valley**, OCPA can pursue grants that align with local priorities while strengthening their competitiveness for state and federal awards.

## CPUC APPLY TO ADMINISTER PROCESS

The **CPUC ATA** process provides a pathway for CCAs, such as OCPA, with a pathway for OCPA to become a Portfolio Administrator of energy efficiency and electrification programs funded by California ratepayer resources (Public Purpose Program funds overseen by the CPUC). Through this process, OCPA can submit a Business Plan Application to the CPUC requesting funding for a proposed portfolio of programs. Once approved, OCPA would have the authority to design and implement programs within its jurisdiction that align with state energy objectives and deliver measurable customer benefits.

Identified program initiatives that are particularly well-suited for this opportunity include:

- Refrigeration Efficiency and Electrification
- Comprehensive Energy Efficiency and Electrification
- Strategic Energy Management (SEM) for Industrial Facilities
- Credit-Boosting Equity Direct Install (DI)

Securing funding through the ATA process would strengthen OCPA's long-term capacity to design and deliver programs that are locally responsive and integrated within California's broader energy efficiency framework without relying solely on OCPA's own local revenue. While this pathway presents valuable opportunities, preparing and filing a CPUC Energy Efficiency Business Plan Application is a complex and resource-intensive process that entails careful planning and robust stakeholder engagement. Proposed portfolios must also satisfy CPUC cost-effectiveness criteria, ensuring that CCA-administered programs deliver measurable value to ratepayers.

## STRATEGIC APPROACH TO FUNDING AND IMPLEMENTATION

OCPA's funding approach begins with the effective use of internal revenues, which provide the greatest flexibility to design and launch programs that directly reflect community priorities and operational goals. Internal funding allows OCPA to move quickly, tailor program design to local needs, and demonstrate early successes that strengthen credibility with customers, partners, and potential funders. While internal revenues will continue to play a foundational role, OCPA recognizes that expanding its program portfolio at scale will require layering additional external funding sources to increase impact and reach.

To maximize effectiveness, OCPA will employ a diversified funding strategy that combines internal resources with competitive grants from state and federal agencies and CPUC-administered program funding. This approach will:

- **Reduce the financial commitment from OCPA** by leveraging external funding sources to expand programs while maintaining a stable and sustainable revenue base for OCPA operations.
- **Promote near-term program readiness** by using internal funds to initiate design, partnership development, and community outreach activities while pursuing external funding for later implementation phases.
- **Establish scalable funding models** that blend internal and external sources in a repeatable framework, allowing OCPA to expand successful pilots into long-term, fully funded programs without over-reliance on a single funding stream.

OCPA will coordinate funding pursuits either directly or through partnerships with its member agencies to ensure that programs are well-resourced, complementary, and positioned for lasting success. This balanced approach will enable OCPA to maintain financial resilience, deliver meaningful community benefits, and grow its clean energy portfolio sustainably over time.

An aerial photograph of a city at sunset. The sky is filled with soft, orange and pink clouds. The city below is densely packed with buildings and roads, with a winding river or highway visible. In the foreground, there are rolling hills with sparse vegetation and some dirt paths. A dark blue banner is overlaid across the middle of the image, containing the text "VI. APPENDIX" in white, bold, sans-serif font.

# VI. APPENDIX



# **Appendix A. Community Power Plan Overview Flyers**

### 에너지의 미래를 구축하는 데 기여하세요

오렌지카운티전력위원회(OCPA)에서는 에너지비밀합금을 위한 참가 기회를 지역사회의 요구를 적극 반영합니다.

모든 지역사회의 의견과 참여를 소중히 생각합니다.

- 최종 세 가지에서 결정을 할 때 가장 많은 의견과 참여를 받은 제안이 채택될 수 있습니다.
- 참가자의 의견은 최종 결정 과정에 영향을 미치지 않습니다. 다만, 참가자의 의견이 반영될 수 있습니다.

**소중한 의견을 받고 있습니다!**  
지역사회의 요구사항을 이해하는 것이 중요합니다. OCPA에서는 다양한 방법으로 지역 주민 및 사업체의 의견을 반영하고 있습니다.

- 신속한 디지털 설문조사
- 지역사의 행사
- 전화 토론

OCPA는 2025년 1월 1일부터 시행되는 전력 공급 계약의 조건을 결정하는 데 도움을 주실 수 있습니다. OCPA는 2025년 1월 1일부터 시행되는 전력 공급 계약의 조건을 결정하는 데 도움을 주실 수 있습니다.

OCPA 및 지역사회의 협력으로 계획된 250 MW의 재생에너지 용량을 달성할 수 있는 기회를 누리세요!



**ORANGE COUNTY POWER AUTHORITY**  
YOUR CLEAN ENERGY CHOICE

### 幫助塑造 您的未来

您 (OCPA) 正在制定一项和成本最佳的长期计划, 希望听取当地需求者的意见。

我们诚邀您参与决策, 帮助我们制定更明智的决策。

您可以通过以下方式参与:

- 快速数字调查
- 参加我们的活动
- 电话讨论

了解 OCPA 正在制定一项和成本最佳的长期计划, 希望听取当地需求者的意见。

您可以通过以下方式参与:

- 快速数字调查
- 参加我们的活动
- 电话讨论



**ORANGE COUNTY POWER AUTHORITY**  
YOUR CLEAN ENERGY CHOICE

### Hãy giúp định hướng tương lai của năng lượng

Cả quan liên tục Quận Cam (OCPA) đang đưa ra hạn về các chương trình năng lượng và thiết kế các dự án xây dựng năng lượng để các nhà đầu tư.

Hãy giúp định hướng tương lai của năng lượng bằng cách chia sẻ ý kiến của bạn về các chương trình năng lượng và thiết kế các dự án xây dựng năng lượng để các nhà đầu tư.

Chúng tôi muốn biết ý kiến của bạn về:

- Ưu tiên các nguồn năng lượng tái tạo
- Ưu tiên các nguồn năng lượng tái tạo
- Ưu tiên các nguồn năng lượng tái tạo

Chúng tôi muốn biết ý kiến của bạn về:

- Ưu tiên các nguồn năng lượng tái tạo
- Ưu tiên các nguồn năng lượng tái tạo
- Ưu tiên các nguồn năng lượng tái tạo

Hãy đồng ý kiến của bạn về các chương trình năng lượng và thiết kế các dự án xây dựng năng lượng để các nhà đầu tư.

Hãy đồng ý kiến của bạn về các chương trình năng lượng và thiết kế các dự án xây dựng năng lượng để các nhà đầu tư.



**ORANGE COUNTY POWER AUTHORITY**  
YOUR CLEAN ENERGY CHOICE



## **Appendix B. Addressing Engagement Barriers**

# ADDRESSING ENGAGEMENT BARRIERS

Recognizing that there are many barriers to community outreach, OCPA identified potential barriers and created strategies to address them, as shown in the table below.

## Strategies to Address Barriers

Barrier	Strategy
Distrust of energy companies	Work with a trusted outreach partner. OCPA contracted with the Asian Business Association of Orange County to support with community outreach and facilitation of listening sessions.
Accessibility issues	OCPA translated the survey into 10 different languages (English, Farsi, Korean, Simplified Chinese, Spanish, traditional Chinese, Vietnamese, Tagalog, Japanese and Arabic). In addition, OCPA distributed printed copies of the survey at community events.
Lack of incentive to participate	OCPA and ABAOC provided food and raffle giveaways at listening sessions and tabling events. OCPA also provided gift cards through a raffle to survey participants to encourage participation.
Lack of subject matter expertise	OCPA developed materials for an energy-inexperienced audience and highlighted connections to health, financial, environmental, and community benefits
Inclusive reach of OCPA's diverse community	OCPA conducted a preliminary survey participant analysis at the midpoint of the assessment to understand the participant demographics. Based on this analysis, OCPA was able to identify underrepresented groups and areas of the OCPA territory and create a strategy to enhance outreach.



# **Appendix C. Listening Session Notes**

# LISTENING SESSION NOTES

## Completed Listening Sessions

Session Title	Date	Location	Total Engaged
<a href="#">Buena Park Collaborative Focus Group</a>	March 12, 2025	Buena Park	25
<a href="#">Buena Park Fit Committee</a>	May 13, 2025	Buena Park	13
<a href="#">Fullerton Woman's Group</a>	July 10, 2025	Fullerton	12
<a href="#">Irvine Listening Session</a>	July 15, 2025	Irvine	10
<a href="#">Listening Session with Gen Z / Youth</a>	July 28, 2025	Irvine	8
<a href="#">Key Feedback and Insights from Community &amp; Businesses</a>	August 19, 2025	Fullerton	8
<a href="#">Listening Session: Breakfast with OCPA</a>	August 25, 2025	Fountain Valley	11
	<b>Total</b>		<b>87</b>

## Buena Park Collaborative Focus Group

3/12/2025

Attendees:

- 25 local organization leaders and community members
- Gabe, Nataly

Barriers | Solutions

- QR code issues by not trustworthy/digital issues & security tech  
→ Paper surveys are an option
- Lack of access to programs  
→ Senior Center (Chase) is 15–20 min. drive / cell service is difficult
- Lack of follow through to improve efficiency & more awareness needed  
→ Love Bean Park event (e.g., good connection)

- Filling out forms that are too long (the paper takes as many people to do it as if they were canvassing)
  - Educate staff on the app before doing training events and don't highlight it because it looks bad if staff do not know how to use it.
- Time consuming for front end app or brand awareness apps
  - iPad option for events for digital programs
- Lack of Awareness
  - Take surveys to church. Increase visibility (e.g., Family Resource Center, food tables, etc.). Connect to the 211 network
- Tell us who you are, not how to sign up & some background is important
- Mailed in different languages

#### Solutions

- Add a "Call to action" when sharing the survey (e.g., take it because...)
- Do not only do tabling events — consider city flyers, adding to water bills, and bulk mailers
- Word of mouth goes a long way
- Share & connect with school districts
- Referral: \$5 if someone says they were referred by you

#### Editorial Notes

- Only ~2 knew about OCPA
- ~2 knew about discounts on bill but that is all they knew on programs

## Buena Park Fit Committee

5/13/2025

- Attendance
  - 10 community members
  - 1 council member
  - 2 America on Track Staff
  - OCPA staff
    - Pranesh
    - Nataly
- Logistics:
  - In-person
  - English and Spanish translated PowerPoint and verbal presentation
- Main takeaways
  - What are the biggest concerns and needs in your community?
    - Solar Scams ex. Other countries have better solar systems than the US

- Sparks from outlets
- Education of community leads on energy programs for dissemination
- Lack of information on energy programs
- Lack of information related to economics of solar installations
- If they are not income qualified, there is no information on how to proceed and they don't apply for the energy program
- o Have you participated in an energy program?
  - All did not raise their hand but one mentioned some may be enrolled in CARE/FERA
- o What barriers do you think prevent people from participating in energy programs? / What would help you participate in the future?
  - Recommended Friendly Center (Job fair at the beginning)
  - Giving Children Hope (Friday mornings)
  - Buena Park Counsel member Franco Carlos suggested connecting OCPA with the Orange County Apartment Association
  - Suggest support on multifamily and apartment building complexes to renovate a lot of their indoor electronics
  - Suggest a lot of more education empowerment because there's a lot of leaders and just more sharing out of programs there are and maybe even teach a teacher initiatives

## Fullerton Woman's Group

7/10/2025, 10:30am-11:30am

Attendees: 12 attendees, Spanish speakers

Summary: We started with a general discussion of their energy bills, how climate change is causing warmer weather and increased energy consumption, and introduced the service Orange County Power Authority Provides.

Most of the women in this group's first language is Spanish and we met at a community room where they regularly gather to do activities. We took some OCPA freebies and donated art supplies to compensate them for their time. These women reflect the lower income Latin American population in the city of Fullerton. Most reported being renters living in apartments with the exception of 2 women. Their electricity bills ranged from \$150-\$300.

We covered how the residents in the city of Fullerton were opted in at Smart Choice as well as a brief summary of the different tiers available. A few ladies reported being on the CARE program and I explained that only in that instance where they have a discounted program with So Cal Edison might their bill be cheaper than with OCPA.

After the background and introductory information on OCPA, we explained the purpose of our visit was to gather community feedback for a community power plan. We cited examples of OCPA's programs and how they reinvest back into the community with workshops, programs, incentives and event community grants.

### **Community feedback to questions in the presentation:**

What are the biggest concerns related to electricity in your community?

- Several cited increasing rates every year.
- One attendee asked why power shuts off and we explained that Edison has to do that occasionally where there is too much strain on the grid or if there is a fire danger that requires caution.

Have you participated in an energy program?

- Most were unfamiliar with energy programs except the 5 CARE participants.

What barriers do you think prevents people from participating in energy programs?

- Some said they don't understand or are not aware of energy programs. Most have not looked into solar for example, since they are renters.
- Others cited not qualifying for a program since their income may not meet the limit.
- Lastly, several said they are difficult to learn about due to the language barrier.

What would help you participate in an energy program?

- They cited an easy application process.
- Information and instructions in Spanish.
- Programs for renters.

One lady was able to pull up her bill and we were able to determine that they were on OCPA. All of the ladies in this session were unfamiliar with OCPA before this meeting but left with a good impression of the agency.

This listening session included key community leaders that represent numerous OCPA community members:

#### **Jerry Chang, representing more than 2,200 seniors**

Jerry Chang stands out as co-president of the Irvine Evergreen Chinese Senior Association (IECSA), which has over 2,200 members and hosts monthly meetings at the Lakeview Senior Center. Under his leadership, the board actively attends events, promotes Chinese culture, and serves the broader community.

[Irvine Evergreen Chinese Senior Association \(IECSA\)](#)

#### **Mike Chen, representing over 2,500 local members**

Mike Chen's impact spans generations. As a long-serving former president of the South Coast Chinese Cultural Association and Irvine Chinese School (SCCCA/ICS), he has been a true ambassador for the Chinese community, deeply engaged with youth, older adults, and everyone in between. Today, he continues this work as an Irvine City Advisory Commissioner, an advisor for Taiwan's Overseas Community Affairs Council, and through other leadership roles, representing over 2,500 members locally.

[Mike Chen – Chinese American in Irvine](#)

# Irvine Listening Session

7/15/2025

Attendees: 10

## Biggest Concerns and Needs in the Community:

1. Energy Costs & Programs
  - High cost of electricity bills (pricing is a concern)
  - Lack of education on how to lower utility bills
  - Unawareness of available programs (rebates, energy-saving options)
  - Confusion about qualification requirements for programs
  - Not familiar with OCPA (community choice energy options)
2. Access & Communication Barriers
  - Website is very basic or hard to navigate
  - Language barriers with contractors/vendors (need for installers who speak the community's language)
  - Need more in-language support for rebate and installation processes
3. Vendor & Workforce Issues
  - Need for more qualified vendors
  - Lack of home energy assessment vendors who can come help
4. Adult Community Programs
  - Lack of financial literacy and resources on managing costs
  - Training and empowerment programs needed
  - Career pathways for trade and tech fields (more tech training)
5. Additional Notes
  - Community feedback mentioned trauma, environment, and church involvement as factors in some of the needs or challenges

## Have you participated in an energy program?

- 1 person said only to charge Tesla, only after midnight
- EV charging → how does it work? - we explained it

## What barriers do you think prevent people from participating in energy programs?

(Printed options at the bottom: Not aware of programs; Didn't know how to participate; Language barriers; They are time-intensive; Not enough resources)

## Handwritten notes:

- Lack of info
- Video program
- Show person → link videos to website
- People don't know where to look into
- Up front cost like solar
- Rental place → too long to move for energy savings

- Serious issue → make it fun
- Paperless → cannot contract on bill
- Form emails to owners → name/brand

**Top margin notes:**

- Q's about letters
- Tax deductible fine during ?
- Q separate for "Yes" and "scanned programs?"

## Listening Session with Gen Z / Youth

7/28/2028 5:30 PM – 6:30 PM

Attendees: 8 participants

- 1 high school student ( he learned about the event through a SoCalYEA social media post)
- 6 college students
- 1 young professional

**Key Insights**

1. Awareness of OCPA and Programs

- Only 2 participants had heard of OCPA before the listening session.
- Most were unfamiliar with OCPA's customer programs and offerings.
- While rebate programs for large appliances or household retrofits don't currently apply to this group (since they live in their parents' house, dorms, or apartments), participants were aware of energy-saving behaviors, such as reducing electricity use during peak hours.

2. Values and Community Perception

- The group expressed a strong interest in clean energy and environmental responsibility.
- They recognize that living in Irvine comes with certain privileges, such as better air quality compared to neighboring cities, and expressed appreciation for that.
- While most currently drive gas-powered vehicles, many expressed a strong interest in switching to electric vehicles (EVs) once they are in a position to purchase their own car.

3. Community Needs and Observations

- Some noted that certain highways and streets in the area are too dark and suggested using electricity for improved lighting in these areas.

**Youth Suggestions for Outreach & Engagement**

A. Education and Youth Involvement

- Increase youth-focused education efforts by:
  - o Offering in-school presentations on energy and sustainability.
  - o Sponsoring school clubs that promote clean energy awareness.

- o Providing more ambassador and internship opportunities for high school and college students.

#### B. Communication Strategies

- Focus on improving the visibility and appeal of OCPA's official website — make it more engaging, visual, and youth-friendly.
- Use social media platforms more effectively to reach younger demographics and raise awareness of OCPA programs.

#### C. Access and Motivation

- Participants observed that many people may lack access, motivation, or clear information on how to adopt clean energy practices.
- They recommended consistent and ongoing customer education — not just one-time outreach or infrequent sessions — to build long-term awareness and behavioral change.

## Key Feedback and Insights from Community & Businesses

These were business leaders in the Hispanic, Korean and Vietnamese Community.

#### **Their biggest concerns:**

1. They need financial assistance
2. Cost of energy – they want to pay less in energy
3. Education – how to simplify this information so it is understandable and consumable by multicultural and multilingual audiences. Why it matters needs to be explained.
4. Using cleaner energy
5. Create partnerships with the community to get people curious, engaged and involved.
6. Are there any programs that would help local high schools? For example, Northwood High School in Irvine needs lighting for their new football stadium. If OCPA could assist, this would be a great way to educate and get schools, students, kids, parents and families to learn about and get more engaged and involved with OCPA.
7. To understand and learn about more resources for their communities – such as learning more about rebates or discounted items products on OCPA's marketplace website.
8. What to use for backup during power outages
9. Hispanic business owners are concerned about inflation, having adequate employees, helping their employees, and retaining them.
10. They are concerned that often the people with the lowest income get stuck buying the least efficient electrical equipment such as buying the window air conditioners that are less efficient and eventually cost more.
11. Equity and social justice issues
12. The leaders need help in identifying easy and simple ways to share this vital information with their senior and older adults' populations.
13. A lot of Hispanic communities throughout Irvine, Santa Ana and Orange County have relied on shopping malls and centers for air conditioning since they could not afford it in

their homes. The closure and conversion of shopping malls to housing negatively impacts low-income households' access to AC.

**The barriers that prevent people from participating in energy programs:**

1. Legal and political concerns like being afraid of ICE Raids
2. Distrust in private companies reselling energy (example: Texas).
  - a. Non-efficient energy products are common in lower-income areas because cost barriers prevent upgrades.
3. Access – language and acculturations
4. Sustainability

**The following would help them participate in a future program:**

1. Cost assistance
2. Free or rebates or less expensive programs
3. Free energy kits
4. Clean Energy Options: Businesses want more choices to align sustainability and environmental goals.
5. Programs & Accessibility: Programs should be practical, easy to use, and communicated in simple, accessible language. Education is critical for long-term adoption and creating curiosity in the community.
6. Hispanic, Korean & Vietnamese residents require more accessible and understandable information on the long-term cost benefits and sustainable investments.
7. Grants & Support
8. Equity & Assistance:
  - a. Utility assistance remains one of the highest needs, especially among low-income and Hispanic communities.
  - b. Calls for senior discounts, renter-focused energy kits, and equitable decarbonization programs to support families transitioning to clean energy.
9. Renewable & Backup Power:
  - a. They were concerned about the lack of renewable generation and backup power during outages (noted from Fullerton).
  - b. Especially regarding EV charging rebates that exist, education is needed on costs, rebates, and home integration—especially for older housing.
10. Social Media & Visibility: Strong need to leverage social media and video content to educate residents, simplify concepts, show clear steps, and create curiosity and engagement around programs.

**Their questions included:**

Where does the source of the actual energy come from? They had a challenging time understanding this.

**Participants**

- Wells Fargo / Vietnamese Chamber of Commerce President
- Vibe Marketing Agency, Julian Castro
- Delhi Center, Oscar Leong

- Korean Chamber Leader & Transworld Business Advisors of OC, Alex Woo
- Korean Chamber Vice President Broker in Irvine Clair Na
- Stanley Suh
- Executive Director of 2-1-1 Orange County, Elizabeth Andrade
- Hispanic Chamber Representative

## Listening Session: Breakfast with OCPA

8/25/2025

Attendance:11

- Population: Older adults living in older homes
- Presenter: Nataly Morales, Patty Oh and Eunice Chow

City: Fountain Valley

Meeting:

- Attendees do not know how OCPA works, Nataly and Patty explain what OCPA purchase energy from clean sources, eg. solar, wind and other renewable sources. They further explain that solar is a renewable energy as the panel are made of glass that is recyclable.
- Patty continues to explain that delivery/ infrastructure is still SCE, but the supplier is OCPA. It can be viewed on the monthly bill
- The team also explained that there will be notice coming next year about the switch and the residence will be made aware it.
- The team explained that currently OCPA has a few programs, which include Smart Thermostat for customers and the power pack. This meeting to gather information about what other programs the residents want to have.
- Concerns about how the federal government affects OCPA and the team shared about how OCPA financials work with rate payer funding and overall CCA explanation. An explanation of solar being better two years ago, Patty explained a few reasonings including the CPUC decisions and that OCPA wants to support gaps, Nataly shared the OCPA battery rebate as a small example.

Feedback:

- All attendees express appreciation for the Listening Session as it gives them opportunities to know more about the power supplier that is coming to their city next year 2026.

Programs that they are interested in:

- A program with rebates when they replace their heater to more energy efficient ones, most of them live in older homes that requires this replacement.

- A program that comes to their house to do an analysis where they can save money by using less electricity. Similar to energy advisor
- A program with rebates to buy portable fans. Most homes do not have central air as when it was built, Fountain Valley is not that hot temperatures as it is close to the beach, however recently due to climate change, it is a lot hotter.

Final thoughts:

- They mentioned that a lot of the current SEC programs in place is hard to qualify for them.

## Feedback from 1st breakout group

- What are your biggest energy concerns?
  - Need cheaper
  - Need stable
  - Older homes -> water heater needed
  - Pollution -> clean air concerns
  - Cannot use rebate
  - Saving credit -> consuming lower gets you credit or money back like a demand program
- Have you participated in an energy program?
  - 4-9 try to use large appliances or charging
- What barriers do you think prevent people from participating in energy programs?
  - The ones some they have heard of may be for low-income and they may not qualify for those
  - They did not know of programs
- What would help you participate in the future?
  - Anything to save money
    - One mentioned a 20% discount would be better than 3%
  - Lower rate
  - Trust is built with more face-to-face conversations

## Feedback from 2nd Breakout Group (Patty)

- What are the biggest concerns and needs related to electricity in your community?
  - Reliability is important. One lady shared how a recent power outage fried and broke some of her appliances like her computer.
  - Consistent service and price.
- Have you participated in an energy program?
  - One participant shared he is on a plan where he reduces usage during peak times for a discount.
  - Another participant has gotten the tax credit for installing solar and getting an EV.
  - Some were not sure if they participated in an energy program or even what it was.

- What barriers do you think prevent people from participating in energy programs?
  - No time to research programs.
  - Hard to understand.
  - Not being able to trust a new organization.
- What would help you participate in an energy program?
  - Financial incentives that are good enough to make it worthwhile.
  - Easy application and process.



# Appendix D. Tabling Events

# COMPLETED TABLING EVENTS

Date	Location	Total Engaged
5/14/2025	RECON LIVE Small Business Diversity Network	20
5/26/2025	Orange County Business Council Meeting on Tariffs	50
5/29/2025	Congresswoman Young Kim's AAPI Heritage Month Roundtable with Community & Business Leaders	15
6/7/2025	Anaheim Green Expo	25
6/12/2025	Iranian American Chamber Small Business Mixer	100
6/14/2025	Filipino American Chamber Filipino Heritage Day	300
6/14/2025	4th Annual Cool Irvine Eco Fair	480
6/27/2025	City of Lake Forest 2nd Annual Multicultural Festival	100
6/28/2025	Councilmember Melinda Liu's Senior Expo	200
6/28/2025	Irvine Small Business Dev Day	25
7/4/2025	4th of July Woodbridge Parade	12
7/8/2025	ABAOC Workshop	20
7/10/2025	Business Expo at Fountain Valley Concert in the Park	31
7/17/2025	Fullerton Farmers Market	10
7/19/2025	Irvine Evergreen Chinese Senior Association Monthly Event	25



# **Appendix E. Long Form Community Needs Survey (English)**



## Orange County Power Authority Community Needs Survey

### General Information

This survey will take 5-10 minutes to complete.

1. Are you an Orange County Power Authority (OCPA) customer?

- Yes, I am an OCPA customer
- No, I am not an OCPA customer
- Not sure



## Orange County Power Authority Community Needs Survey

1. Do you receive an electricity bill for your business?

Yes

No



## Orange County Power Authority Community Needs Survey Business Customers (Page 1)

Please answer the following questions as a business customer.

All information is confidential and will not be shared or used for marketing purposes.

1. What is your business zip code?

2. What city is your business located in?

3. Do you rent/lease or own your place of business?

Rent or lease

Own

Prefer not to answer

Other (please specify)

4. What best describes your type of business?

- Accommodation/Hotels
- Beauty/Personal Care Services
- Biotech/Information Technology
- Business Services
- Construction/Manufacturing
- Finance
- Foods Services/Restaurants
- Healthcare
- Industrial/Manufacturing
- Real Estate
- Restaurant/Cafe/Food Services
- Retail/Wholesale/e-commerce
- Other (please specify)

5. About how many employees work for you?

- 0-4
- 5-9
- 10-19
- 20-49
- 50-99
- 100-249
- 250+



## Orange County Power Authority Community Needs Survey Business Customers (Page 2)

1. What are the major issues in your community? Select all that apply.

- Increased cost of goods and services
- Wildfires
- Heat waves
- Air pollution
- Cost of new construction and development
- Employee recruitment and retention
- Reliability of infrastructure (buildings, streets, parks, electricity, etc.)
- Misinformation
- Safety
- Other (please specify)

2. What electricity issues are most important to your business? Select all that apply

- Reducing my energy bill
- Breathing cleaner air indoors and outside
- Creating well-paying jobs in the energy sector
- Giving everyone the opportunity to switch from using fossil fuels (oil, gas) to cleaner forms of energy (solar, wind), regardless of income or location
- Building more local energy systems (like solar panels and battery storage)
- Keeping the power on at my business (preventing power outages)

3. What electricity-related improvements would you like to see most in your community? Select all that apply.

- Improving air quality (indoor and outdoor) with electric appliances and electric vehicles
- Building more renewable energy generating systems like rooftop solar on commercial buildings
- More efficient buildings that use less energy to reduce energy bills
- More comfortable buildings (e.g., improvements to keep buildings cool or warm)
- Access to & training for well-paying jobs in clean energy
- Helping families pay or reduce their energy bills
- Access to a professional that can recommend rebates and ways to save energy
- Backup power during outages
- Rewards for reducing electricity use during "peak hours" (4pm - 9pm)
- Support for power line and electricity system upgrades

4. Have you made any of the following energy improvements to your business? Select all that apply.

- Installed energy-efficient technologies or appliances (e.g. air conditioners, electric water heater, insulation, LED lighting, smart thermostat, etc.)
- Installed electric vehicle charging stations
- Installed solar panels and/or battery storage
- Completed an energy audit for my business
- I have not made any energy improvements
- Other (please specify)

5. We want to understand what kind of programs, if any, you have participated in or are currently participating in. Are you aware of any of the following types of local programs that may be available to you? Select all that apply.

- Incentives for energy-efficient technologies or appliances (e.g. air conditioners, electric water heater, insulation, efficient lighting, smart thermostat)
- Electric vehicle charging incentives
- Solar panels and/or battery storage incentives
- Rewards for reducing energy use during energy "peak hours"
- Clean energy programs that allow customers who are unable to install solar panels to benefit from clean energy projects
- Assistance to help customers to take advantage of rebates or energy saving measures
- I am not aware of any local programs
- Other (please specify)

6. Have you participated in any of the following types of programs? Select all that apply.

- Incentives for energy-efficient technologies or appliances (e.g. air conditioner, electric water heater, insulation, efficient lighting, smart thermostat)
- Electric vehicle charging incentives
- Solar panels and/or battery storage incentives
- Rewards for reducing energy use during energy "peak hours"
- Green rates or programs that allow customers who are unable to install solar panels to benefit from large scale clean energy
- Assistance to help customers to take advantage of energy incentives or energy efficiency measures
- I have not participated in any type of program
- Other (please specify)

7. Why would you not participate in an energy-related program like the ones listed above? Select all that apply.

- I am not aware of these programs
- The application process is too complicated
- Even with rebates, the technology is still too expensive
- I have not had time to research or participate
- I'm ineligible to take advantage of a program
- The program ended or incentives ran out by the time I was ready to participate
- Other (please specify)

8. Where do you get your information? Select all that apply.

- Websites (e.g. OCPA's Residential Product Marketplace)
- Online tools (e.g. Orange County Power Authority Incentive Finder)
- Social media
- Newspapers
- Word of mouth (friends, neighbors, colleagues)
- Advertisements (online, print, billboards, or radio)
- From a local community organization or newsletter
- From my city, county or local elected official
- Utility bill inserts or advertising
- Other (please specify)



## Orange County Power Authority Community Needs Survey Business Customers (Page 3)

Please share with us any final thoughts that will help OCPA create future opportunities for you to save time, money, and energy

1. Over the next 5 years, what would you like to see in your community to make it healthier and cleaner?

2. Is there anything else you would like OCPA to know in order to best serve you?



## Orange County Power Authority Community Needs Survey

### Residential Customers

1. Do you receive an electricity bill for where you live?

Yes

No



## Orange County Power Authority Community Needs Survey Residential Customers (Page 1)

### Learning About Our Community Members

All information is confidential and will not be shared or used for marketing purposes.

1. What is your home zip code?

2. What city do you live in?

3. Do you rent or own your home?

- Rent
- Own
- Prefer not to answer

4. What best describes your housing?

- Single family home (e.g., house)
- Multifamily home (e.g., duplex, apartment, condo)
- Manufactured home (e.g., mobile home, trailer)
- Other (please specify)

5. What is your age?

- Under 18 years
- 18-34 years
- 35-44 years
- 45-54 years
- 55-64 years
- 65+ years
- I prefer not to answer

6. What is your race or ethnicity? Select all that apply.

- American Indian or Alaskan Native
- Asian or Asian Indian
- Black or African American
- Hispanic/Latinx
- Middle Eastern or North African
- Native Hawaiian or Other Pacific Islander
- White
- I prefer not to answer
- Other (please specify)

7. What is your annual household income?

- \$0 to \$24,999
- \$25,000 to \$49,999
- \$50,000 to \$74,999
- \$75,000 to \$99,999
- \$100,000 to \$149,999
- \$150,000 to \$199,999
- \$200,000 or more
- I prefer not to answer

8. How many people live in your household?

- 1
- 2
- 3
- 4
- 5 or more



## Orange County Power Authority Community Needs Survey Residential Customers (Page 2)

### Understanding Community Needs, Challenges, and Opportunities

We want to understand the needs, challenges, and opportunities you and your community are facing.

1. What electricity issues are most important to you? Select all that apply

- Reducing my energy bill
- Breathing cleaner air in my home and my community
- Creating well-paying jobs
- Giving everyone the opportunity to switch from using fossil fuels (oil, gas) to cleaner forms of energy (solar, wind), regardless of income or location
- Building more local energy systems (like solar panels and battery storage)
- Keeping the power on where I live (preventing power outages)
- Addressing climate change by reducing pollution

2. What electricity-related improvements would you like to see most in your community? Select all that apply.

- Improving indoor air quality by making buildings all-electric
- Improving outdoor air quality by increasing the number of electric cars, trucks and buses
- Building more large-scale renewable energy projects in Orange County
- Installing small-scale renewable energy (solar panels, batteries) on rooftops or parking lots
- More efficient buildings that use less energy and save money
- More comfortable buildings (e.g., improvements to keep buildings cool or warm)
- Access and training for well-paying jobs in clean energy
- Helping families pay or reduce their energy bills
- Access to a professional that can assess your home and recommend rebates and ways to save energy
- Backup power during outages
- Rewards for reducing energy use during energy "peak hours"

3. Have you made any of the following energy improvements to your home? Select all that apply.

- Installed energy-efficient technologies or appliances (e.g. air conditioner, electric water heater, insulation, LED lighting, smart thermostat)
- Installed electric vehicle charging and/or started driving an electric vehicle
- Installed solar panels and/or battery storage
- Completed an energy audit for my home
- I have not made any energy improvements
- Other (please specify)

4. We want to understand what kind of programs, if any, you have participated in or are currently participating in. Are you aware of any of the following types of local programs that may be available to you? Select all that apply.

- Incentives for energy-efficient technologies or appliances (e.g. air conditioner, electric water heater, insulation, LED lighting, smart thermostat)
- Electric vehicle and/or charging incentives
- Solar panels and/or battery storage incentives
- Rewards for reducing energy use during energy "peak hours"
- Electricity plans that deliver more renewable energy to customers (e.g. OCPA's 100% Renewable Choice Plan)
- Assistance to help customers to take advantage of rebates or energy saving measures
- I am not aware of any local programs
- Other (please specify)

5. Have you participated in any of the following program types? Select all that apply.

- Incentives for energy-efficient technologies or appliances (e.g. air conditioner, electric water heater, insulation, efficient lighting, smart thermostat)
- Electric vehicle and/or charging incentives
- Solar panels and/or battery storage incentives
- Rewards for reducing energy use during energy "rush hours"
- Electricity plans that deliver more renewable energy to customers (e.g. OCPA's 100% Renewable Choice Plan)
- Assistance to help customers to take advantage of energy incentives or energy efficiency measures
- I have not participated in any type of program
- Other (please specify)

6. Why would you not participate in an energy-related program like the ones listed above? Select all that apply.

- I am not aware of these programs
- The application process is too complicated
- Even with rebates, the technology is still too expensive
- I have not had time to research
- I'm ineligible to take advantage of a program
- The program ended or incentives ran out by the time I was ready to participate
- Other (please specify)

7. Where do you get your information? Select all that apply.

- Websites (e.g. OCPA's Residential Product Marketplace)
- Online tools (e.g. Orange County Power Authority Incentive Finder)
- Social media
- Newspapers
- Word of mouth (friends, neighbors, colleagues)
- Advertisements (online, print, billboards, or radio)
- From a local community organization or newsletter
- From my city, county or local elected official
- Utility bill inserts or advertising
- Other (please specify)



## Orange County Power Authority Community Needs Survey Residential Customers (Page 3)

Please share with us any final thoughts that will help us create an equitable and sustainable future

1. Over the next 5 years, what would you like to see when it comes to a healthy environment and community?

2. Would you like to enter for a chance to win a \$250 gift card?

Yes

No

3. To enter for a chance to win a \$250 gift card, please enter your contact information.

Name

Email Address



## **Orange County Power Authority Community Needs Survey**

By submitting this form, you are consenting to receive marketing emails from: Orange County Power Authority, 15310 Barranca Pkwy, Suite 250, Irvine, CA 92618, US, <https://www.ocpower.org>  
You can revoke your consent to receive emails at any time by using the SafeUnsubscribe® link, found at the bottom of every email. View Privacy Policy Emails are serviced by Constant Contact



# **Appendix F. Short Form Community Needs Survey (English)**

## Orange County Power Authority Community Needs Survey (Shortened)

Estimated time: under 5 minutes

Your feedback will help shape future energy programs and community initiatives.

1. Have you made any of the following energy improvements to your home? (Select all that apply)

- Installed energy-efficient appliances or technologies (e.g., A/C, water heater, smart thermostat)
- Installed EV charger and/or started driving an electric vehicle
- Installed solar panels and/or battery storage
- Completed an energy audit
- I have not made any energy improvements
- Other (please specify)

2. What types of energy-related solutions do you most want to see in your community? (Select all that apply)

- Improving indoor air quality through all-electric buildings
- Increasing electric vehicles (cars, trucks, buses) to improve outdoor air quality
- Large-scale renewable energy (e.g., regional solar/wind projects)
- Rooftop or parking lot solar and other small-scale renewable energy
- More efficient buildings to reduce energy bills
- More comfortable buildings (e.g., better heating and cooling)
- Clean energy job access and training
- Help for low-income families to reduce energy bills
- Access to expert energy advice
- Backup power during outages
- Rewards for reducing electricity use during peak hours

3. Why would you not participate in any energy programs?

(Select all that apply)

- I am not aware of these programs
- The application process is too complicated
- Even with the programs, the technology is still too expensive
- I have not had time to research
- I'm ineligible to take advantage of a program
- The program ended or incentives ran out by the time I was ready to participate
- Other (please specify)

4. Where do you get information about local programs?

(Select all that apply)

- Websites (e.g. OCPA's Residential Product Marketplace)
- Online tools (e.g. Orange County Power Authority Incentive Finder)
- Social media
- Newspapers
- Word of mouth (friends, neighbors, colleagues)
- Advertisements (online, print, billboards, or radio)
- From a local community organization or newsletter
- From my city, county or local elected official
- Utility bill inserts or advertising
- Other (please specify)

5. Are you aware of any of the following local energy programs? (Select all that apply)

- Incentives for energy-efficient appliances or technologies
- EV and/or charging incentives
- Solar panels and/or battery storage incentives
- Rewards for reducing energy during peak hours
- Electricity plans with more renewable energy (e.g., OCPA's 100% Renewable Choice)
- Assistance with accessing energy incentives or programs
- I am not aware of any local programs
- Other (please specify)

6. What is your home zip code?

7. What city do you live in?

8. Do you rent or own your home?

9. What best describes your housing?

10. What is your age?

11. What is your race or ethnicity? Select all that apply.

- American Indian or Alaskan Native
- Asian or Asian Indian
- Black or African American
- Hispanic/Latinx
- Middle Eastern or North African
- Native Hawaiian or Other Pacific Islander
- White
- I prefer not to answer
- Other (please specify)

12. What is your annual household income?

13. How many people live in your household?

14. Name

15. Email address

By submitting this form, you are consenting to receive marketing emails from: Orange County Power Authority, 15310 Barranca Pkwy, Suite 250, Irvine, CA 92618, US, <https://www.ocpower.org>. You can revoke your consent to receive emails at any time by using the SafeUnsubscribe® link, found at the bottom of every email. View Privacy Policy Emails are serviced by Constant Contact



# **Appendix G. Community Needs Survey Analysis Spreadsheet**

View the community needs survey analysis by clicking the button below.





# **Appendix H. OCPA Staff Operational Alignment Survey Analysis**

# OCPA STAFF OPERATIONAL ALIGNMENT SURVEY ANALYSIS

## Survey Participation

<b>Total Participants</b>	6
<b>OCPA departments that received 1+ survey response(s)</b>	100%

## SURVEY QUESTIONS AND SUMMARY FINDINGS

### General Questions (shared with all departments)

1. As OCPA prepares to launch new customer programs, what priorities should OCPA keep in mind? Rank highest to lowest.

<b>Priority</b>	<b>Score</b>	<b>Overall Ranking</b>
Load Shifting	46	1
Impact on Communities of Concern	39	2
Customer Energy Rate Reduction	37	3
Incremental GHG Impact	33	4
Energy Use Reduction	31	5
Air Pollutant Impact	25	6
Electric Reliability	23	7
Economic Impact	20	8
Extreme Heat Mitigation	16	9

2. What considerations should OCPA keep in mind as it prepares to launch new customer programs? Rank highest to lowest.

<b>Priority</b>	<b>Score</b>	<b>Overall Ranking</b>
Customer satisfaction	21	1

Benefit to OCPA region	18	2
Cost to OCPA	14	3
Impact on internal staff	7	4

- Are you familiar with any CCA or utility customer programs that you believe would benefit OCPA as well?

### Themes from Survey Responses on Beneficial Programs

When asked about CCA or utility customer programs that could be valuable for OCPA, respondents suggested a range of ideas that can be grouped into several common themes:

- Energy Efficiency & Load Management:** Strong interest in programs that reduce consumption and shift load, such as weatherization, HVAC upgrades (including AC-to-heat pump replacement), smart water heaters, and critical peak load management.
- Renewable Energy & Storage:** Recommendations for incentives or rebates supporting solar, battery storage, and behind-the-meter technologies that increase resilience and lower costs.
- Transportation Electrification:** Suggestions included expanding EV charging programs (with optimized charging rates/tiers) and support for electric bikes, including safety and voucher programs that provide equity benefits for low-income customers.
- Business & Economic Development Support:** Energy audits and advisor programs were identified as particularly valuable for commercial customers, helping them understand where to invest, save money, or shift load.
- Equity & Affordability:** Respondents emphasized the need for programs that directly benefit low-income renters and reduce the cost of affordable housing development, ensuring vulnerable customers also gain from clean energy transitions.
- Education & Workforce:** Ideas included academy and school partnerships to align customer programs with workforce development and community engagement.

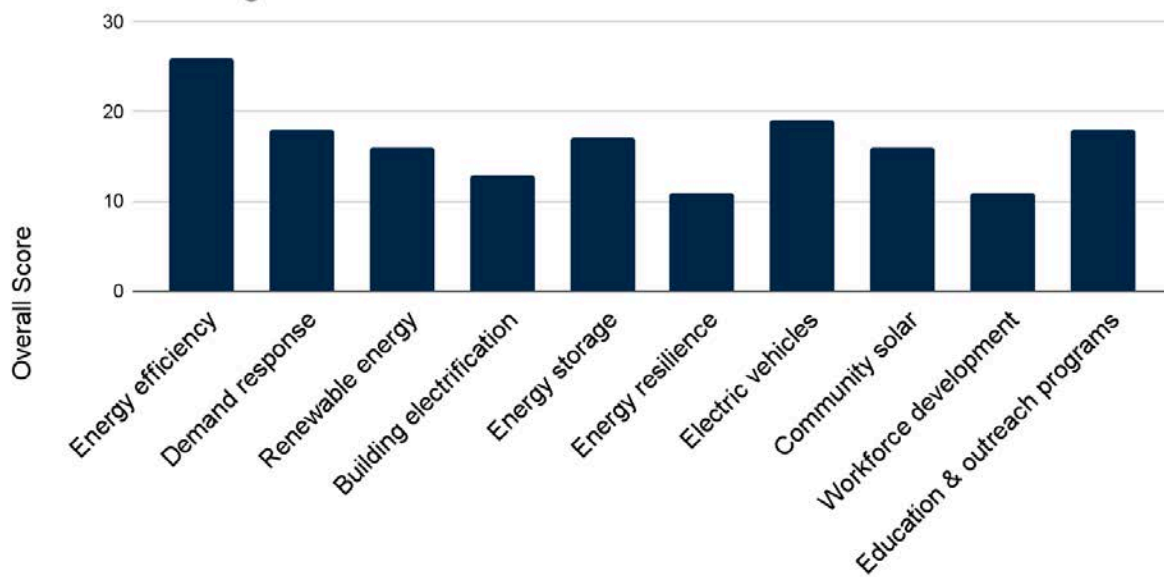
### Customer Programs/ Communications and External Affairs Questions

- What types of customer programs have the widest reach or the most customer interest? Rank highest to lowest.

	Score	Ranking
Energy efficiency	26	1
Electric vehicles	19	2
Demand response	18	3

Education and outreach programs	18	3
Energy storage	17	5
Renewable energy	16	6
Community solar	16	6
Building electrification	13	8
Energy resilience	11	9
Workforce development	11	9

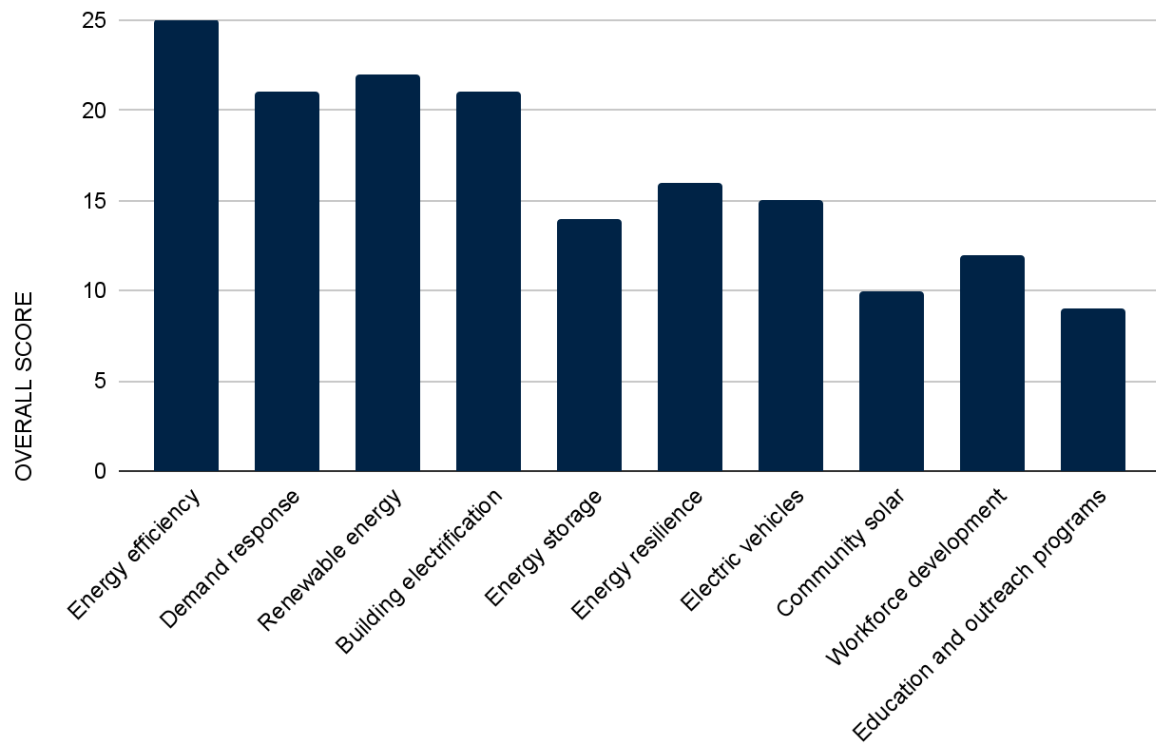
What types of customer programs have the widest reach or the most customer interest? Rank highest to lowest.



2. What types of customer energy programs/services do you believe will help your community meet its climate/energy goals? Rank highest to lowest.

	Score	Ranking
Energy efficiency	25	1
Renewable energy	22	2
Demand response	21	3
Building electrification	21	3
Energy resilience	16	5
Electric vehicles	15	6
Energy storage	14	7
Workforce development	12	8
Community solar	10	9
Education and outreach programs	9	10

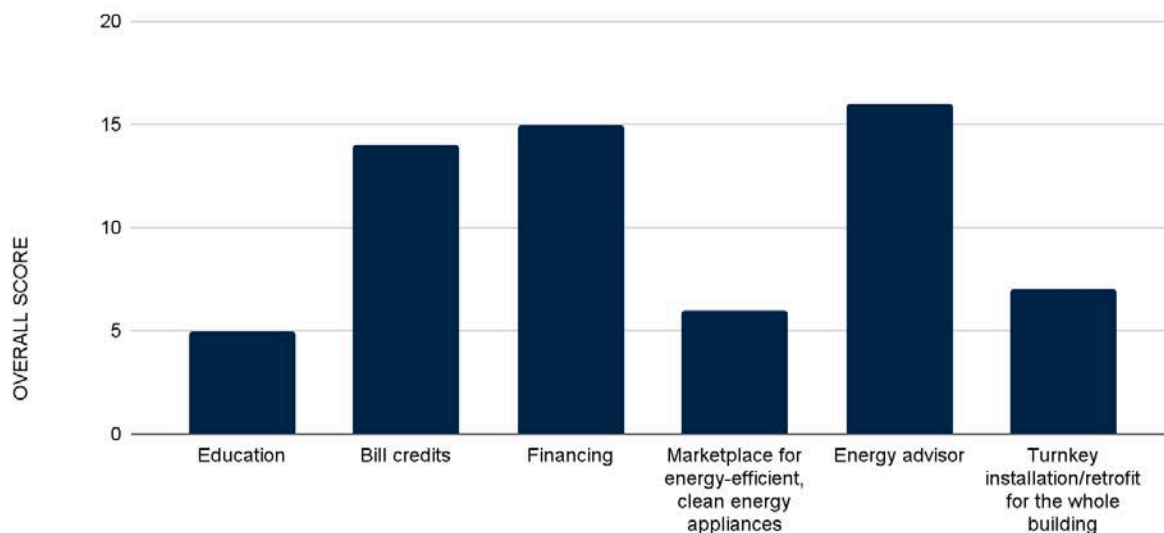
What types of customer energy programs/services do you believe will help your community meet its climate/energy goals? Rank highest to lowest.



3. What types of program services do you think would most benefit OCPA's customers? Rank highest to lowest.

	Score	Ranking
Energy advisor	16	1
Financing	15	2
Bill credits	14	3
Turnkey installation/retrofit for the whole building	7	4
Marketplace for energy-efficient, clean energy appliances	6	5
Education	5	6

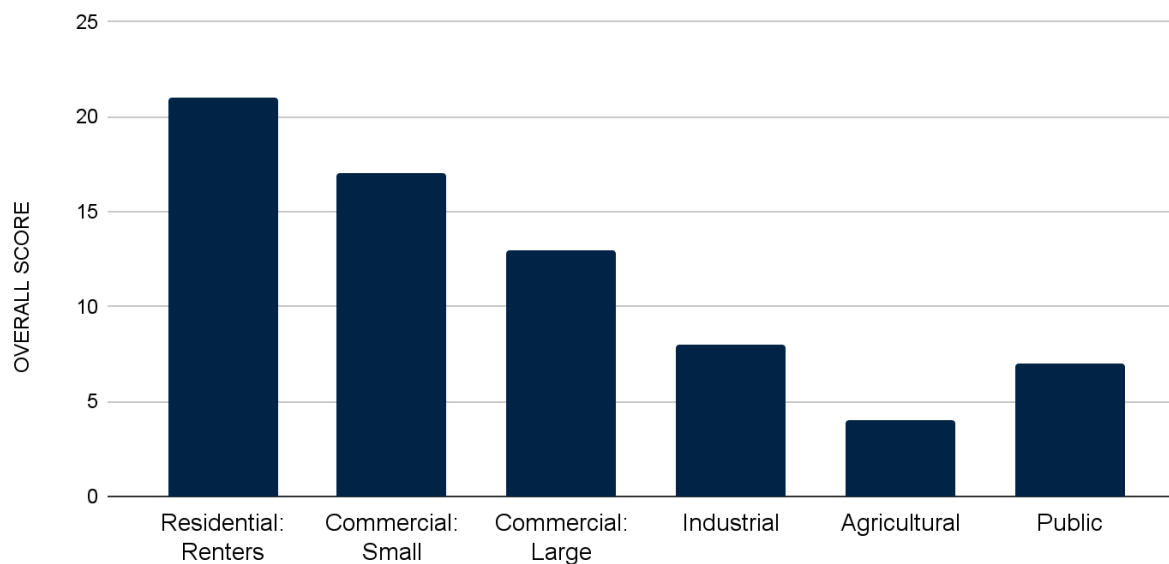
What types of program services do you think would most benefit OCPA's customers? Rank highest to lowest.



4. Which customer groups do you consider to be the most underserved in terms of access to energy services or support? Rank highest to lowest.

	Score	Ranking
Residential: Renters	21	1
Commercial: Small	17	2
Residential: Homeowners	14	3
Commercial: Large	13	4
Industrial	8	5
Public	7	6
Agricultural	4	7

Which customer groups do you consider to be the most underserved in terms of access to energy services or support? Rank highest to lowest.



5. Other Considerations (if any) \_\_\_\_\_

#### Themes from Survey Responses on Customer Programs and Communications

- **Affordability First:** Cost remains the top driver of customer interest. Programs that are affordable while also addressing pollution and GHG impacts have the widest reach.
- **Equity & Access:** Many programs (e.g., EVs, renewable energy, storage) are seen as impactful but often inaccessible to renters. Given the high renter population in member cities, equity considerations are critical.
- **Reliability & Resilience:** While not yet a priority for customers, reliability is expected to grow in importance. Energy efficiency and demand response were noted as key tools to support reliability over time.
- **Electrification Priorities:** Building and transportation electrification are aligned with city climate action plans and are consistently top priorities for municipalities.
- **Flexibility & Local Relevance:** Programs that provide cities with a menu of options (e.g., Energized Communities) allow for tailored approaches and broader engagement.
- **Engagement-Oriented Programs:** Even if they don't drive immediate GHG reductions, programs like e-bike initiatives or portable induction cooktop giveaways are highly effective for outreach, visibility, and engaging diverse customer segments.

## Power Resources Questions

1. What are the main goals of the Power Resources department in regards to OCPA's customer energy programs? Rank in order of highest priority to lowest.

	Score	Ranking
Meeting regulations	3	1
Power procurement cost savings etc)	2	2
Reliability	1	3

2. What types of customer programs would support those goals? Rank in order of highest impact to lowest.

	Score	Ranking
Energy efficiency: residential	5	1
Solar + Storage: commercial	4	2
Electrification: commercial	3	3
Solar + Storage: residential	3	3
Demand response: commercial	2	5
Electrification: residential	2	5
Demand response: residential	1	7
Energy efficiency: commercial	1	7

3. What types of customer programs can reduce OCPA's use of GHG-emission intensive energy resources? Rank in order of highest impact to lowest.

	Score	Ranking
Energy efficiency: commercial	8	1
Solar + Storage: commercial	7	2
Energy efficiency: residential	6	3
Electrification: commercial	4	5
Electrification: residential	3	6
Demand response: commercial	2	7
Demand response: residential	1	8

4. Other Considerations (if any) \_\_\_\_\_

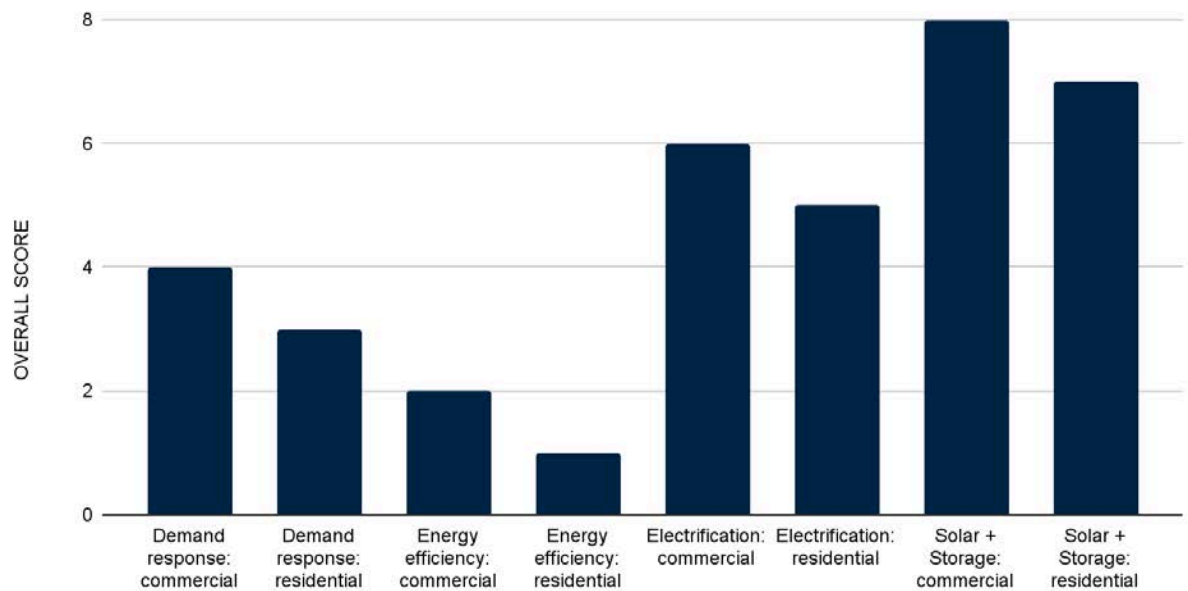
None

## FinTech Questions

1. What types of customer programs positively contribute to OCPA's financial health, operational sustainability, and revenue generation? Rank in order of highest impact to lowest.

	Score	Ranking
Solar + Storage: commercial	8	1
Solar + Storage: residential	7	2
Electrification: commercial	6	3
Electrification: residential	5	4
Demand response: commercial	4	5
Demand response: residential	3	6
Energy efficiency: commercial	2	7
Energy efficiency: residential	1	8

What types of customer programs positively contribute to OCPA's financial health, operational sustainability, and revenue generation? Rank in order of highest impact

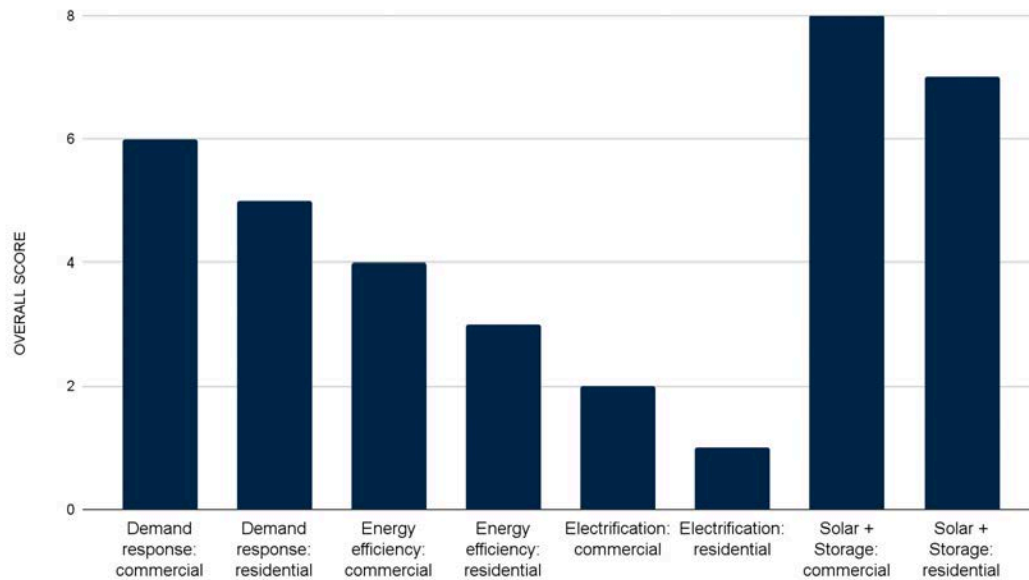


2. What types of programs could help customers achieve utility bill savings? Rank in order of highest impact to lowest.

	Score	Ranking
Solar + Storage: commercial	8	1

Solar + Storage: residential	7	2
Electrification: commercial	2	7
Electrification: residential	1	8
Demand response: commercial	6	3
Demand response: residential	5	4
Energy efficiency: commercial	4	5
Energy efficiency: residential	3	6

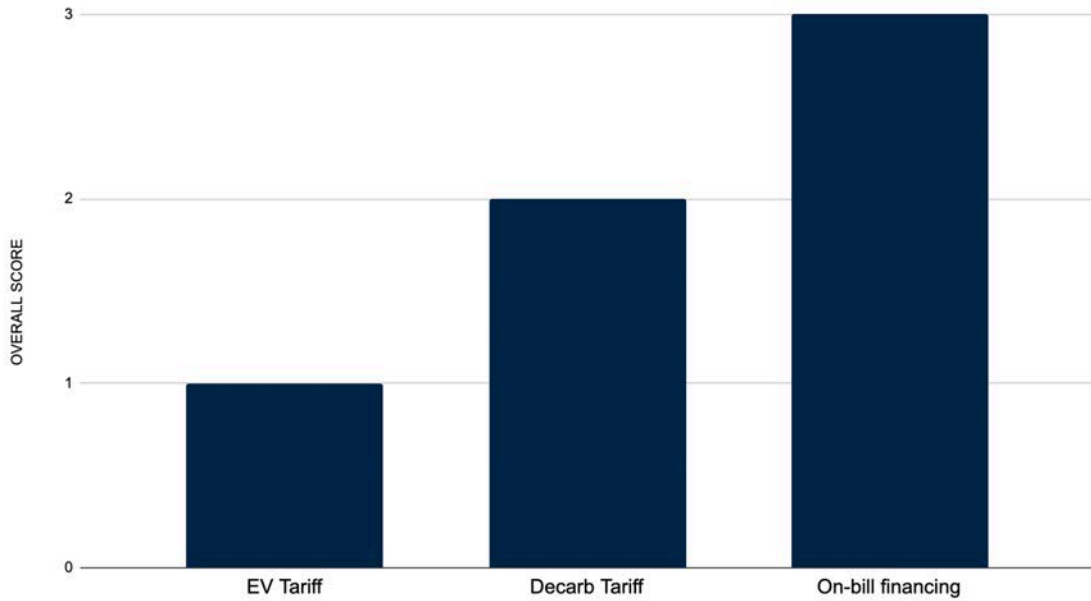
What types of programs could help customers achieve utility bill savings? Rank in order of highest impact to lowest.



3. What types of rate structures or financial services can help reduce customer utility bill cost? Rank in order of highest impact to lowest.

	Score	Ranking
EV Tariff	1	3
Decarb Tariff	2	2
On-bill financing	3	1

What types of rate structures or financial services can help reduce customer utility bill cost? Rank in order of highest impact to lowest.



4. Other Considerations (if any) \_\_\_\_\_

None

### Regulatory and Legislative Questions

1. Are there customer programs with uncertainty/risks due to impending regulatory or legislative changes?

Demand Response/Load Flexibility (CEC, legislature, and CAISO), EV Charging (Safety regulations, bi-directional ability), ETA/ATA Funding, several changes to funding/tax rebates/etc.

2. Are there potential new customer programs emerging due to regulatory or legislative changes?

Headed towards flexible load requirements on LSE's (dynamic rates and/or Demand response programs).

3. Other Considerations (if any) \_\_\_\_\_

None



# **Appendix I. Communities of Concern Definition**

# COMMUNITIES OF CONCERN DEFINITION

OCPA has adopted the CPUC’s “underserved” methodology, as outlined in Pub. Util. Code Sections 1600 - 1640, enacted by Assembly Bill 841 (Stats. 2020, Ch. 372), for defining communities of concern. Please refer to the tables below for all applicable criteria.

## Underserved Community Criteria

Underserved communities must meet one of the following:	
Criteria	Description
Is a “disadvantaged community” as defined by subdivision (g) of Section 75005 of the Public Resources Code.	A community with a median household income less than 80% of the statewide average. “Severely disadvantaged community” means a community with a median household income less than 60% of the statewide average.
Is included within the definition of “low-income communities” as defined by paragraph (2) of subdivision (d) of Section 39713 of Health and Safety Code.	“Low-income communities” are census tracts with median household incomes at or below 80 percent of the statewide median income or with median household incomes at or below the threshold designated as low income by the Department of Housing and Community Development’s list of state income limits adopted pursuant to Section 50093.
CalEnviroScreen 4.0 Disadvantaged Community	Is within an area identified as among the most disadvantaged 25 percent in the state according to the California Environmental Protection Agency and based on the most recent California Communities Environmental Health Screening Tool, also known as CalEnviroScreen.
>= 75% free and reduced-price meals	Is a community in which at least 75 percent of public school students in the project area are eligible to receive free or reduced-price meals under the National School Lunch Program.
Tribal lands	Is a community located on lands belonging to a federally recognized California Indian tribe.
Underserved Business Group as defined by Government Code Section 12100.63(h)(2)	Includes women, minority, and veteran-owned businesses or businesses in low-wealth, rural, and disaster-impacted communities included in a state or federal emergency declaration or proclamation

## Underserved Customer Criteria

Sector	Description
Residential and public sectors	An underserved customer is a member of an underserved community, as defined by Pub. Util. Code Section 1601(e).
Commercial, industrial and agricultural sectors	Customer must be a member of an underserved community as defined by Pub. Util. Code Section 1601(e), and must also be an underserved business group as defined by Government Code Section 12100.63(h)(2) to be considered an underserved customer.



# **Appendix J. OCPA Member Operational Alignment Survey Analysis**

# OCPA MEMBER OPERATIONAL ALIGNMENT SURVEY ANALYSIS

## Survey Participation

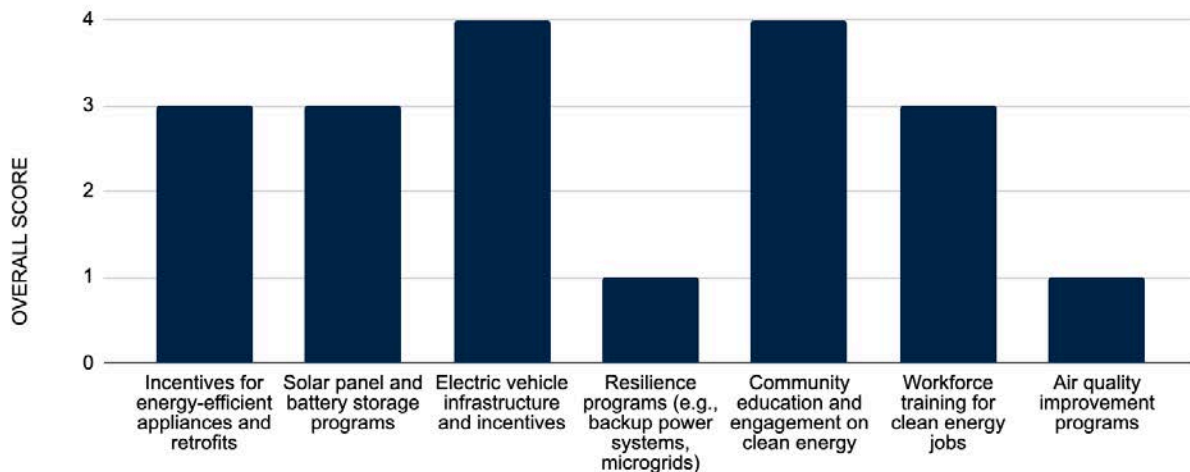
Total Participants	5
OCPA departments that received 1+ survey response(s)	100%

## Key Findings

1. What energy-related programs or initiatives do you believe would most benefit your city's residents and businesses? (Select all that apply)

	Score	Ranking
Electric vehicle infrastructure and incentives	4	1
Community education and engagement on clean energy	4	1
Incentives for energy-efficient appliances and retrofits	3	3
Solar panel and battery storage programs	3	3
Workforce training for clean energy jobs	3	3
Resilience programs (e.g., backup power systems, microgrids)	1	6
Air quality improvement programs	1	6

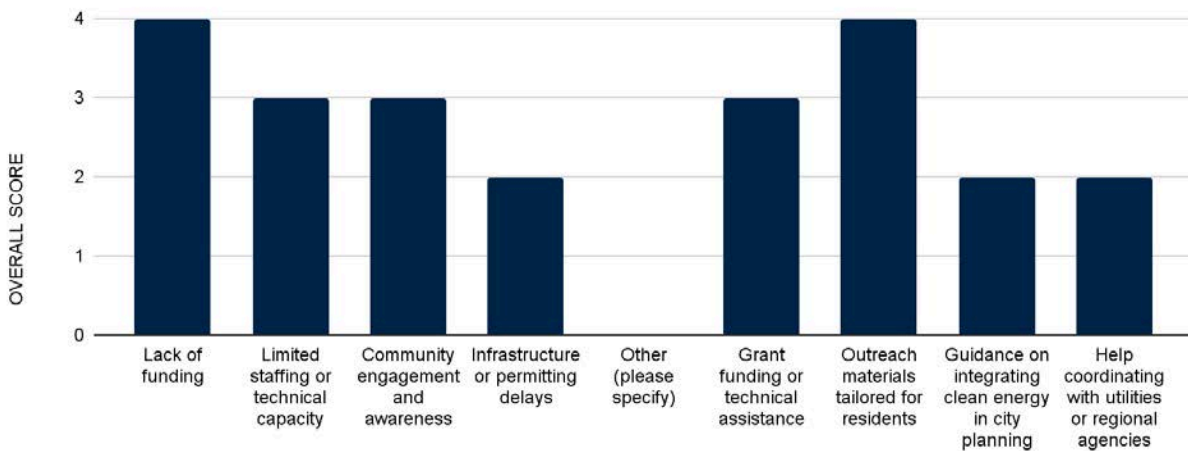
What energy-related programs or initiatives do you believe would most benefit your city's residents and businesses? (Select all that apply)



2. What are the biggest challenges your city faces when it comes to advancing clean energy or sustainability goals? (Select all that apply)

	Score	Ranking
Lack of funding	4	1
Outreach materials tailored for residents	4	1
Limited staffing or technical capacity	3	2
Community engagement and awareness	3	2
Grant funding or technical assistance	3	2
Guidance on integrating clean energy in city planning	2	3
Help coordinating with utilities or regional agencies	2	3
Infrastructure or permitting delays	2	4
Other (please specify)		

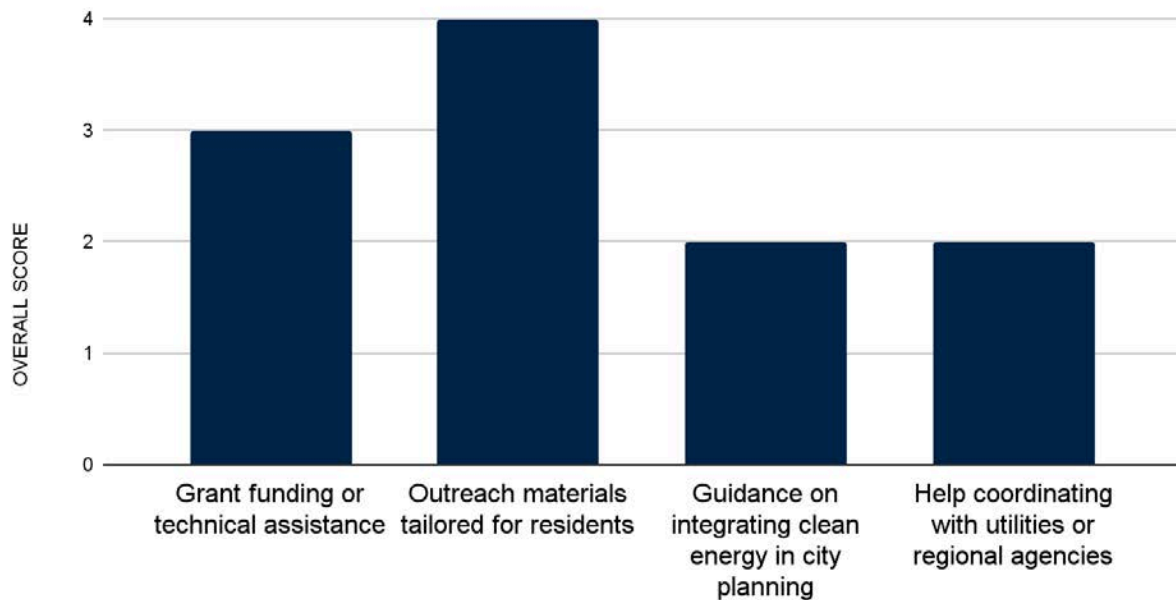
What are the biggest challenges your city faces when it comes to advancing clean energy or sustainability goals? (Select all that apply)



3. What types of support or resources from OCPA would be most helpful to your city? (Select all that apply)

	Score	Ranking
Outreach materials tailored for residents	4	1
Grant funding or technical assistance	3	2
Guidance on integrating clean energy in city planning	2	3
Help coordinating with utilities or regional agencies	2	3

What types of support or resources from OCPA would be most helpful to your city? (Select all that apply)



4. Are there any upcoming city projects or priorities where OCPA could partner or support energy-related efforts?

Themes from Survey Responses on Potential City Partnerships

When asked about upcoming city projects or priorities where OCPA could partner or support energy-related efforts, respondents highlighted several key themes:

- **Community Awareness & Outreach:** A continued priority is increasing public awareness of OCPA's benefits and role in the community.
- **Energy Efficiency Upgrades:** Cities are considering upgrades to public facilities, including lighting retrofits (e.g., sports courts and fields) and other efficiency measures.
- **Electric Vehicle Infrastructure:** Expanding EV charging capacity, including upgrading existing stations, was identified as a priority.
- **Backup Power & Resiliency:** Interest in exploring battery backup and storage solutions to support critical facilities and improve grid reliability.
- **Clean Energy & Development:** Opportunities exist to integrate renewable energy and green standards into new development and revitalization projects.
- **Community Solar Access:** Expanding access to solar energy for residents and businesses who cannot install their own systems was noted as a potential area for collaboration.

5. Please share any additional feedback that will help inform OCPA's future programs.

Grants to support home charging and solar would be beneficial for our community.



# **Appendix K. Existing Programs Matrix Spreadsheet**

View the existing programs matrix by clicking the button below.





# **Appendix L. Sources for Program Data**

- Streamlined Savings Pathway (SSP) (SCR-PUBL-B4)
  - <https://socalren.org/agencies/services/streamlined-savings>
  - [https://socalren.org/sites/default/files/SCR\\_2024\\_Annual%20Report%20Narratives%20and%20Spreadsheets\\_SoCalREN\\_CPUC\\_AR\\_2024\\_041525.pdf?\\_gl=1\\*xzpn1z\\*\\_up\\*MQ.\\*\\_ga\\*NzY3NzIzMzM5LjE3NTQwODAwNTA.\\*\\_ga\\_XDZJ615GJ2\\*cZ3E3NTQwODAwNTAkzbzEkZ-zAkdDE3NTQwODAwNTAkajYwJGwwJGgw](https://socalren.org/sites/default/files/SCR_2024_Annual%20Report%20Narratives%20and%20Spreadsheets_SoCalREN_CPUC_AR_2024_041525.pdf?_gl=1*xzpn1z*_up*MQ.*_ga*NzY3NzIzMzM5LjE3NTQwODAwNTA.*_ga_XDZJ615GJ2*cZ3E3NTQwODAwNTAkzbzEkZ-zAkdDE3NTQwODAwNTAkajYwJGwwJGgw)
  - [https://cedars.cpuc.ca.gov/documents/download/3381/mainchange\\_summary%7Cmain%7Credline\)/](https://cedars.cpuc.ca.gov/documents/download/3381/mainchange_summary%7Cmain%7Credline)/)
- Small HTR Multifamily Direct Install (SCR-RES-A5)
  - [https://socalren.org/multifamily/small\\_multifamily\\_hard-to\\_reach\\_program?\\_gl=1\\*15gp-pzo\\*\\_up\\*MQ.\\*\\_ga\\*MTYwNjQzNTUzNC4xNzU0MDgxMjA0\\*\\_ga\\_XDZJ615GJ2\\*cZ3E3NTQwODM5NzgzkbzlkZzAkdDE3NTQwODM5NzgzkajYwJGwwJGgw](https://socalren.org/multifamily/small_multifamily_hard-to_reach_program?_gl=1*15gp-pzo*_up*MQ.*_ga*MTYwNjQzNTUzNC4xNzU0MDgxMjA0*_ga_XDZJ615GJ2*cZ3E3NTQwODM5NzgzkbzlkZzAkdDE3NTQwODM5NzgzkajYwJGwwJGgw)
  - [https://cedars.cpuc.ca.gov/documents/download/3269/mainchange\\_summary%7Cmain%7Credline\)/](https://cedars.cpuc.ca.gov/documents/download/3269/mainchange_summary%7Cmain%7Credline)/)
- Emergency Load Reduction Program (ELRP)
  - <https://elrp.sce.com/>
  - <https://www.cpuc.ca.gov/industries-and-topics/electrical-energy/electric-costs/demand-response-dr/emergency-load-reduction-program>
  - <https://www.cpuc.ca.gov/industries-and-topics/electrical-energy/electric-costs/demand-response-dr/emergency-load-reduction-program-data-and-information>
  - <https://docs.cpuc.ca.gov/PublishedDocs/Published/G000/M521/K486/521486520.PDF>
- Residential Energy Advisor aka Home Performance+ (SCE\_Res\_Equity\_001 + SCE\_Res\_Equity\_002)
  - <https://homeperformanceplusca.com/>
  - [https://cedars.cpuc.ca.gov/documents/download/3174/mainchange\\_summary%7Cmain%7Credline\)/](https://cedars.cpuc.ca.gov/documents/download/3174/mainchange_summary%7Cmain%7Credline)/)
- Building Electrification Program
  - <https://maromaenergyservices.com/california#2e5b4217-7238-4371-a279-b334ecd6d42c>
  - <https://goelectric.maromaesa.com/>
  - [https://urldefense.com/v3/\\_https://docs.cpuc.ca.gov/PublishedDocs/Published/G000/M387/K107/387107687.PDF\\_!!NO21cQ!RK4iRqkr42qIWVYMIln4E9yQGSQ6zcsOuJNr8d-mqQw2AyCll1imAIXVO5dS4y\\$](https://urldefense.com/v3/_https://docs.cpuc.ca.gov/PublishedDocs/Published/G000/M387/K107/387107687.PDF_!!NO21cQ!RK4iRqkr42qIWVYMIln4E9yQGSQ6zcsOuJNr8d-mqQw2AyCll1imAIXVO5dS4y$)
- Charge Ready Program
  - <https://www.sce.com/business/smart-energy-solar/charge-ready>
  - [https://www.sce.com/sites/default/files/custom-files/PDF\\_Files/SCE%20Charge%20Ready%20Program%20Guidelines\\_NO\\_CSR\\_173\\_final.pdf](https://www.sce.com/sites/default/files/custom-files/PDF_Files/SCE%20Charge%20Ready%20Program%20Guidelines_NO_CSR_173_final.pdf)
- SPARKe Industrial/Ag SEM Program (SCE\_3P\_SEM\_004 & SCE\_3P\_SEM\_004a)
  - [https://cedars.cpuc.ca.gov/documents/download/3435/mainchange\\_summary%7Cmain%7Credline\)/](https://cedars.cpuc.ca.gov/documents/download/3435/mainchange_summary%7Cmain%7Credline)/)
  - [https://cedars.cpuc.ca.gov/documents/download/3434/mainchange\\_summary%7Cmain%7Credline\)/](https://cedars.cpuc.ca.gov/documents/download/3434/mainchange_summary%7Cmain%7Credline)/)
  - <https://cascadeenergy.com/Sparke/>
- Energy Savings Assistance Whole Home Program
  - <https://www.sdge.com/residential/pay-bill/get-payment-bill-assistance/assistance-programs/energy-savings-assistance-whole-home-program#zip>
  - <https://maromaenergyservices.com/california#ebdc9408-10ec-4380-ace7-382d167b5056>
- WE&T Workforce Development Program (IREN-WET-002)

- <https://www.iren.gov/152/Workforce-Education-Training>
- [https://cedars.cpuc.ca.gov/documents/download/2989/mainchange\\_summary%7Cmain%7Credline/](https://cedars.cpuc.ca.gov/documents/download/2989/mainchange_summary%7Cmain%7Credline/)
- Low Income Weatherization Program (LIWP) Multi-Family
  - <https://www.capoc.org/wp-content/energy/utility.html>
  - <https://www.csd.ca.gov/Pages/Multi-Family-Energy-Efficiency-and-Renewables.aspx>
  - <https://camultifamilyenergyefficiency.org/>
  - <https://camultifamilyenergyefficiency.org/wp-content/uploads/2023/09/LIWP-Program-Overview.pdf>
  - <https://www.csd.ca.gov/Shared%20Documents/LIWP-2022-Multi-Family-2.0-Final-Program-Guidelines.pdf>
- Low-Income Home Energy Assistance Program (LIHEAP)
  - <https://www.capoc.org/addressing-immediate-needs/>
  - <https://www.caliheapapply.com/>
  - <https://www.csd.ca.gov/pages/liheapprogram.aspx>
  - <https://www.capoc.org/wp-content/uploads/2024/11/LIHEAP-2025-WX-ENGLISH-APPLICATION-combined-2.pdf>
- Form 5695 - Residential Clean Energy Credit + Energy Efficient Home Improvement Credit
  - <https://www.energy.gov/save/home-upgrades>
  - <https://www.irs.gov/forms-pubs/about-form-5695>
  - <https://www.energystar.gov/about/federal-tax-credits>
  - <https://www.irs.gov/instructions/i5695#:~:text=Qualified%20energy%20property%20is%20any,furnaces%20and%20hot%20water%20boilers.>
- High-Efficiency Electric Home Rebate Act (HEEHRA)
  - <https://techcleanca.com/incentives/heehrarebates/>
  - <https://www.energy.ca.gov/programs-and-topics/programs/inflation-reduction-act-residential-energy-rebate-programs>
- Distributed Electricity Backup Assests Program (DEBA)
  - <https://www.empowerinnovation.net/en/custom/funding/view/42470>
  - <https://www.energy.ca.gov/programs-and-topics/programs/distributed-electricity-backup-assets-program>
  - <https://efiling.energy.ca.gov/GetDocument.aspx?tn=252687>
  - <https://www.energy.ca.gov/solicitations/2023-12/gfo-23-401-bulk-grid-asset-enhancements-grid-reliability>
  - [https://www.energy.ca.gov/sites/default/files/2024-01/00\\_GFO-23-401\\_Att\\_00\\_Application\\_Manual\\_Addendum\\_01\\_ada.docx](https://www.energy.ca.gov/sites/default/files/2024-01/00_GFO-23-401_Att_00_Application_Manual_Addendum_01_ada.docx)
- TECH Clean California
  - <https://techcleanca.com/>
  - [https://techcleanca.com/documents/431/TECH-Partner-Flyer-v230307-Digital-1\\_1.pdf](https://techcleanca.com/documents/431/TECH-Partner-Flyer-v230307-Digital-1_1.pdf)
  - <https://www.switchison.org/techcleanca/hpwh-incentives>
  - [https://techcleanca.com/documents/5515/SGIP\\_Multifamily\\_Incentives\\_for\\_Unitary\\_Central\\_HPWHs\\_v250114.pdf](https://techcleanca.com/documents/5515/SGIP_Multifamily_Incentives_for_Unitary_Central_HPWHs_v250114.pdf)
  - <https://frontierenergy-tech.my.site.com/contractorsupport/s/article/Small-Multifamily-Incentive-Qualifications-for-Heat-Pump-Water-Heaters>
  - <https://frontierenergy-tech.my.site.com/contractorsupport/s/article/Commercial-HPWH-Projects-Guide>
- Clean Truck & Bus Vouchers (Hybrid & Zero-Emission Truck & Bus Voucher Incentive Project - HVIP)

- <https://www.californiahvip.org/>
- <https://californiahvip.org/wp-content/uploads/2024/10/FY23-24-HVIP-Implementation-Manual-103124.pdf>
- <https://ww2.arb.ca.gov/our-work/programs/low-carbon-transportation-incentives-and-air-quality-improvement-program/funding>
- <https://ww2.arb.ca.gov/resources/fact-sheets/clean-truck-and-bus-vouchers-hvip>
- Planning & Capacity Building Grants
  - <https://www.caclimateinvestments.ca.gov/planning-and-capacity-building-grants>
  - <https://ww2.arb.ca.gov/our-work/programs/planning-and-capacity-building>
  - [https://ww2.arb.ca.gov/sites/default/files/2025-07/Draft\\_Req%20and%20Criteria\\_FY23-24\\_Planning\\_RFA\\_1.pdf](https://ww2.arb.ca.gov/sites/default/files/2025-07/Draft_Req%20and%20Criteria_FY23-24_Planning_RFA_1.pdf)
- Access Clean California
  - <https://www.caclimateinvestments.ca.gov/outreach-education-and-awareness>
  - <https://accesscleanca.org/>
  - <https://ww2.arb.ca.gov/our-work/programs/access-clean-california/project-background-access-clean-california>
  - <https://ww2.arb.ca.gov/our-work/programs/low-carbon-transportation-incentives-and-air-quality-improvement-program/low-0>
- GO ZERO
  - <https://www.aqmd.gov/home/rules-compliance/residential-and-commercial-building-appliances/go-zero>
  - <https://www.aqmd.gov/home/go-zero-faqs>
- Voucher Incentive Program (VIP)
  - <https://www.aqmd.gov/home/programs/business/business-detail?title=voucher-incentive-program&parent=vehicle-engine-upgrades>
  - [https://www.aqmd.gov/docs/default-source/VIP/vip\\_guidelines90BFCE8BC22B.pdf?sfvrsn=2769e461\\_69](https://www.aqmd.gov/docs/default-source/VIP/vip_guidelines90BFCE8BC22B.pdf?sfvrsn=2769e461_69)
  - [https://www.aqmd.gov/docs/default-source/VIP/vip\\_application6B39FEC7F3DC.pdf?sfvrsn=443ae561\\_64](https://www.aqmd.gov/docs/default-source/VIP/vip_application6B39FEC7F3DC.pdf?sfvrsn=443ae561_64)
  - [https://www.aqmd.gov/docs/default-source/finance-budgets/fy-2025-26/draft-fy-2025-26-budget.pdf?sfvrsn=96659f61\\_6](https://www.aqmd.gov/docs/default-source/finance-budgets/fy-2025-26/draft-fy-2025-26-budget.pdf?sfvrsn=96659f61_6)
  - <https://ww2.arb.ca.gov/our-work/programs/carl-moyer-memorial-air-quality-standards-attainment-program/about>
- Power Response Home Program
  - <https://cleanpoweralliance.org/home/>
  - <https://www.autogridflexsaver.net/cpa/terms>
  - <https://cleanpoweralliance.org/homefaq/>
  - <https://files.cleanpoweralliance.org/uploads/2025/06/Clean-Power-Alliance-Adopts-FY25-26-Budget-Press-Release-6.6.2025.pdf>
- Solar and Battery Access Program
  - <https://cleanpoweralliance.org/solar-and-battery-access/>
  - [https://files.cleanpoweralliance.org/uploads/2025/05/wb\\_CPA\\_Fact\\_Sht\\_EN\\_24-1.pdf?\\_gl=1\\*1xi6om1\\*\\_ga\\*MTMxMTk2MDE3Mi4xNzU0MDg4NDE0\\*\\_ga\\_D7RGXY-DZY1\\*cze3NTQ1MTgxOTkkbzlkZzEkdDE3NTQ1MTk4MzAkajYwJGwwwJGgw](https://files.cleanpoweralliance.org/uploads/2025/05/wb_CPA_Fact_Sht_EN_24-1.pdf?_gl=1*1xi6om1*_ga*MTMxMTk2MDE3Mi4xNzU0MDg4NDE0*_ga_D7RGXY-DZY1*cze3NTQ1MTgxOTkkbzlkZzEkdDE3NTQ1MTk4MzAkajYwJGwwwJGgw)
- PCE Demand FLEXmarket (PCE01)
  - <https://www.peninsulacleanenergy.com/business/rebates-offers-business/flexmarket-program/>

- [https://cedars.cpuc.ca.gov/documents/download/3350/mainchange\\_summary%7Cmain%7Credline/](https://cedars.cpuc.ca.gov/documents/download/3350/mainchange_summary%7Cmain%7Credline/)
- Electrification Technical Assistance Program
  - <https://www.peninsulacleanenergy.com/business/electric-buildings/design-technical-assistance/>
  - <https://allelectricdesign.org/>
  - [https://allelectricdesign.org/wp-content/uploads/2020/11/Technical\\_Assistance\\_FAQ\\_2020-11-05.pdf](https://allelectricdesign.org/wp-content/uploads/2020/11/Technical_Assistance_FAQ_2020-11-05.pdf)
- Solar Battery Savings Program
  - <https://sdcommunitypower.org/programs/solar-battery-savings/>
  - [https://sdcommunitypower.org/wp-content/uploads/2024/07/Solar-Battery-Savings-Program-Manual\\_UPDATED.pdf](https://sdcommunitypower.org/wp-content/uploads/2024/07/Solar-Battery-Savings-Program-Manual_UPDATED.pdf)
- Solar Advantage Program aka Disadvantaged Communities Green Tariff (DAC-GT)
  - <https://sdcommunitypower.org/solar-advantage/>
  - <https://www.cpuc.ca.gov/industries-and-topics/electrical-energy/demand-side-management/customer-generation/solar-in-disadvantaged-communities/the-disadvantaged-communities-green-tariff-dac-gt-program>
  - <https://docs.cpuc.ca.gov/PublishedDocs/Published/G000/M504/K172/504172103.PDF>
  - <https://sdcommunitypower.org/wp-content/uploads/2024/07/FY2025-29-CIP-FINAL-TO-SUBMIT.pdf>
- Community Clean Energy Grant Program
  - <https://sdcommunitypower.org/community-grant-program/>
  - <https://www.sdfoundation.org/wp-content/uploads/2025/02/2025-Community-Clean-Energy-Grant-Guidelines-V3.pdf>
- Green Workforce Pathways (MCE16)
  - <https://mcecleanenergy.org/grow-your-business-expertise/>
  - <https://aea.us.org/programs/mce-gwp/>
  - <https://mcecleanenergy.org/green-job-seekers/>
  - <https://www.energizecareers.org/participate.html>
  - [https://cedars.cpuc.ca.gov/documents/download/3378/mainchange\\_summary%7Cmain%7Credline/](https://cedars.cpuc.ca.gov/documents/download/3378/mainchange_summary%7Cmain%7Credline/)
  - [https://cedars.cpuc.ca.gov/documents/download/1668/mainchange\\_summary%7Cmain%7Credline/](https://cedars.cpuc.ca.gov/documents/download/1668/mainchange_summary%7Cmain%7Credline/)
- Industrial: Deemed Program (MCE10a), Custom Program (MCE10b), SEM Program (MCE10c)
  - <https://mcecleanenergy.org/energy-management/>
  - [https://cedars.cpuc.ca.gov/documents/download/3328/mainchange\\_summary%7Cmain%7Credline/](https://cedars.cpuc.ca.gov/documents/download/3328/mainchange_summary%7Cmain%7Credline/)
- Agricultural: Deemed Program (MCE11a), Custom Program (MCE11b), SEM Program (MCE11c)
  - <https://mcecleanenergy.org/energy-management/>
  - [https://cedars.cpuc.ca.gov/documents/download/3328/mainchange\\_summary%7Cmain%7Credline/](https://cedars.cpuc.ca.gov/documents/download/3328/mainchange_summary%7Cmain%7Credline/)
- 3CE New Construction Electrification (ADU)
  - <https://3cenergy.org/rebates/new-construction-electrification-program-2/>
  - <https://3cenergy.org/wp-content/uploads/2022/06/FY-2024-25-Recommended-Budget-Book-book-layout.pdf>
  - <https://3cenergy.org/rebates/new-construction-electrification-program-2/>
- 3CE Ag Electrification Program

- <https://3cenergy.org/rebates/ag-electrification-program-2/>
- <https://3cenergy.org/wp-content/uploads/2022/06/FY-2024-25-Recommended-Budget-Book-book-layout.pdf>
- 3CE Reach Code Program
  - <https://centralcoastreachcodes.org/>
  - <https://3cenergy.org/wp-content/uploads/2022/06/FY-2024-25-Recommended-Budget-Book-book-layout.pdf>
  - [http://centralcoastreachcodes.org/wp-content/uploads/2024/10/2024\\_3CE-Reach-Codes-Slide-Library-Reach-Codes-101.pdf](http://centralcoastreachcodes.org/wp-content/uploads/2024/10/2024_3CE-Reach-Codes-Slide-Library-Reach-Codes-101.pdf)
- Energy Pathways Program (SDRN-01-WET-EPP)
  - [https://cedars.cpuc.ca.gov/documents/download/3287/mainchange\\_summary%7Cmain%7Credline/](https://cedars.cpuc.ca.gov/documents/download/3287/mainchange_summary%7Cmain%7Credline/)
- Bay Area Multifamily Building Enhancement (BAMBE) (BAYREN02)
  - [https://cedars.cpuc.ca.gov/documents/download/3141/mainchange\\_summary%7Cmain%7Credline/](https://cedars.cpuc.ca.gov/documents/download/3141/mainchange_summary%7Cmain%7Credline/)
  - <https://www.bayren.org/programs-rebates/multifamily-property-owners>
  - <https://www.bayren.org/multifamily-property-owners/building-improvements>
- BayREN Refrigerant Replacement Program (BRRR) (BayREN10)
  - [https://cedars.cpuc.ca.gov/documents/download/3222/mainchange\\_summary%7Cmain%7Credline/](https://cedars.cpuc.ca.gov/documents/download/3222/mainchange_summary%7Cmain%7Credline/)
  - <https://www.bayren.org/chill>
- Decarbonization Showcase (BayREN12)
  - [https://cedars.cpuc.ca.gov/documents/download/3282/mainchange\\_summary%7Cmain%7Credline/](https://cedars.cpuc.ca.gov/documents/download/3282/mainchange_summary%7Cmain%7Credline/)
  - <https://www.bayren.org/decarb-showcase> OCPA Staff Operational Alignment Survey Analysis
- Equitable Building Decarbonization (EBD) Statewide Direct Install Program
  - <https://www.energy.ca.gov/programs-and-topics/programs/equitable-building-decarbonization-program/ebd-statewide-direct>
  - <https://efiling.energy.ca.gov/GetDocument.aspx?tn=252682&DocumentContentId=87762>
- Commercial Energy Efficiency Program (CEEP) (SCE\_3P\_2020RCI\_005)
  - [https://cedars.cpuc.ca.gov/documents/download/2829/mainchange\\_summary%7Cmain%7Credline/](https://cedars.cpuc.ca.gov/documents/download/2829/mainchange_summary%7Cmain%7Credline/)
  - <https://willdanefficiency.com/>
  - <https://willdanefficiency.com/rebates>
- Comprehensive Energy Efficiency Resource Program (CEER) (SCE-24-Non-3P-001-Com)
  - [https://cedars.cpuc.ca.gov/documents/download/3309/mainchange\\_summary%7Cmain%7Credline/](https://cedars.cpuc.ca.gov/documents/download/3309/mainchange_summary%7Cmain%7Credline/)
- Energy Savings Assistance (SCE-13-ESA)
  - <https://www.sce.com/save-money/income-qualified-programs/energy-savings-assistance-program>
- Multifamily Residential Direct Install Program (SCE\_3P\_2024R\_MF\_001)
  - [https://cedars.cpuc.ca.gov/documents/download/3464/mainchange\\_summary%7Cmain%7Credline/](https://cedars.cpuc.ca.gov/documents/download/3464/mainchange_summary%7Cmain%7Credline/)
  - <https://www.synergycompanies.com/utility-program/multi-family-direct-install-program>
- Residential Direct Install (SCE-13-SW-001G)
  - <https://www.synergycompanies.com/utility-program/sceres>
  - <https://www.sce.com/es/save-money/savings-programs/enroll-in-savings-programs/residen>

- tial-direct-install-program
- Hard-to-Reach Commercial Direct Install (SCR-COM-E5)
  - [https://cedars.cpuc.ca.gov/documents/download/3414/mainchange\\_summary%7Cmain%7Credline/](https://cedars.cpuc.ca.gov/documents/download/3414/mainchange_summary%7Cmain%7Credline/)
  - <https://socalren.org/commercial/hard-to-reach-commercial-direct-install>



# **Appendix M. Sources of Funding Information**

# SOURCES OF FUNDING INFORMATION

The table below lists the sources of funding information that was used to populate the tracking spreadsheet. This list, along with corresponding links, is included in the first tab of the tracking spreadsheet. Information sources include state and regional agency websites, non-profit aggregator websites, and newsletters that track funding opportunities from multiple sources.

This assessment is designed to identify opportunities beyond those identified in the Existing Programs Assessment. The list was updated with additional sources as they were identified.

Due to recent guidance from the federal administration, many programs initiated through the Bipartisan Infrastructure Law (BIL) and the Inflation Reduction Act (IRA) are no longer active. Some funding that was already provided for state-level implementation is now being repossessed. To improve our understanding of the viability of various federal grant opportunities, we have included the federal grants portal and two websites that track federal funds' status. The risk associated with federal funding is considered in the prioritization and recommendations analysis.

## Sources of Funding Information

Category	Description	Agency
California State Agencies		
	CEC Open and Upcoming Solicitations	California Energy Commission (CEC)
	CEC Funding Information	California Energy Commission (CEC)
	CEC Empower Innovation Funding Opportunities	California Energy Commission (CEC)
	SGC Grant Programs	Strategic Growth Council (SGC)
	CSD Funding Programs	CA Dept of Community Services and Development (CSD)
	LCI Funding Opportunities	CA State Governor's Office of Land Use and Climate Innovation (LCI)
	CA Climate Investments Resource Portal	California Air Resources Board (CARB)
	CARB Funding Opportunities	California Air Resources Board (CARB)
	Federal Clean Energy Funding Opportunities	California Public Utilities Commission (CPUC)
	CA Grants Portal	All CA State Agencies
Regional Agencies		
	SCAG Grant Opportunities	Southern California Association of Governments (SCAG)
	South Coast AQMD Grants	South Coast Air Quality Management District (AQMD)
	South Coast AQMD Incentives	South Coast Air Quality Management District (AQMD)
	South Coast AQMD Funding	South Coast Air Quality Management District (AQMD)
Funding Aggregators		

Category	Description	Agency
	CCEC wEEKly update	California Climate and Energy Collaborative (CCEC)
	LARC Monthly Climate Funding Newsletter	Los Angeles Regional Collaborative for Climate Action and Sustainability (LARC)
	ARCCA Funding Tracker	Alliance of Regional Collaboratives for Climate Adaptation (ARCCA)
	CA Green Economy Public Funding Tracker	UC Berkeley Labor Center
	EPN funding updates	Environmental Protection Network (EPN)
Federal Agencies		
	Federal Grants Portal - Grants.gov	All Federal agencies
	Water Smart Funding Opportunities	US Bureau of Reclamation (USBR)
Federal Funding Status Updates		
	Federal Energy and Climate Funding Updates and Resources	Compiles (crowd-sources) info across multiple federal agencies
	GO-Biz Federal Funding Tracker for Climate and Energy	The CA Governor's Office of Business and Economic Development (GO-Biz)



# **Appendix N. Funding Tracking Spreadsheet Template and Data Fields**

The tracking spreadsheet template contains column headings (data fields) for key information about each opportunity. As the spreadsheet is populated, some small revisions may be made to these fields to capture the important aspects of the opportunities and facilitate evaluation and prioritization.

View the tracking template and data fields spreadsheet by clicking the button below.

***View Link*** →



# **Appendix O. Funding Recommendations Memo**

# FUNDING RECOMMENDATIONS

## MEMO

This memo summarizes the process and findings of the OCPA Funding Opportunities Assessment.

### Process

The funding opportunities assessment was conducted in two phases. In the first phase, TEC identified sources of funding information and created a tracking spreadsheet. Phase 2 of the funding opportunities assessment validated and reviewed the funding sources identified in Phase 1, and populated the tracking spreadsheet (Appendix N. Funding Tracking Spreadsheet Template and Data Fields) with opportunities aligned to the priorities identified in OCPA's Community Needs Assessment.

The primary criteria used to decide what was added to the tracking spreadsheet were:

1. If the opportunity aligned with Community Power Plan priorities (e.g., renter-focused electrification + DR, whole-home EE/electrification, refrigeration efficiency, EVSE/managed charging, SEM, and financing/incentive stacking)
2. Whether either OCPA or a member agency would be eligible to lead, or the opportunity offers a substantial award (~\$500k+) where OCPA or a member agency could be funded as a participating partner.

Other considerations that were originally envisioned included total funding available, competitiveness, application complexity, and risk (including federal policy volatility). However, due to the limited number of current opportunities found, we did not use these criteria to eliminate any open opportunities from inclusion on the spreadsheet.

### Findings

Key findings from the funding assessment are as follows:

- Federal volatility has reduced near-term access to funding opportunities from the Bipartisan Infrastructure Law (BIL)/Inflation Reduction Act (IRA). Early 2025 federal actions paused or rescinded portions of IRA/Infrastructure Investment and Jobs Act (IIJA) disbursements. Several high-profile clean energy grants were paused or terminated, including portions of the Greenhouse Gas Reduction Fund. Multiple court orders are underway but uncertainty remains high for many national programs.
- Despite those federal developments, certain IRA funds allocated for residential rebates in California remain active. High-Efficiency Electric Home Rebate Act (HEEHRA) has resumed and is available via TECH Clean California. HOMES, implemented by the California Energy Commission (CEC), is active, but program details are still in development. Note, however, that both programs are listed on the Existing Programs Spreadsheet and were therefore not included as new funding opportunities.
- California state grant programs remain comparatively stable and active.
  - Round 6 of the Transformative Climate Communities (TCC) program is expected to be released

by the Strategic Growth Council (SGC) in Spring 2026, and second rounds of two resilience-related programs are upcoming from the Governor's Office of Land Use and Climate Innovation. Past grants have been in the range of \$15-25M, and the community-based, multi-benefit model supports deep, lasting change for awardees. However, few total grants are awarded and the programs are highly competitive. Furthermore, TCC grants are complex and time-consuming applications, although SGC is attempting to make process changes that will reduce the effort required for applications.

- The Electric Program Investment Charge (EPIC) program is confirmed through Dec 31, 2030. Planning for EPIC 5 (2026–2030) is underway, and future grant funding opportunities (GFOs) will be guided by that plan. Solicitation specifics for 2026+ are not yet known and should be tracked. Many EPIC solicitations are research-focused, often led by universities or by private companies proving new technologies. However, if there are solicitations with a demonstration or deployment orientation, OCPA can be competitive.
- The time from solicitation release to application due date can be short. For example, for currently open solicitations (as of November 3, 2025), applications are due between 3 weeks to a maximum of 3 months away. Many opportunities identified in this process closed during the assessment development process. We recommend reviewing and updating the tracking spreadsheet regularly.
- Some funding opportunities operate on a multiyear or recurring timeline and have not or could not be included on the list. For instance, EPIC funding opportunities for 2026 and beyond aren't known yet as the EPIC investment plan details for 2026-2030 haven't been released. Opportunities like this should be tracked for future consideration.
- In general, there are sufficient funding opportunities to support electrification and clean mobility programs. To clarify how these opportunities align with each CPP-recommended program, please refer to the tracking spreadsheet, which includes a matrix linking each program to the corresponding funding sources and eligible measures.



# **Appendix P. Cost-Benefit Analysis**

# COST-BENEFIT ANALYSIS METHODOLOGY

## Purpose

The purpose of the Cost-Benefit Analysis (CBA) is to generate program recommendations for the Orange County Power Authority (OCPA) Community Power Plan based on cost-effectiveness and community benefit. The Community Power Plan will then guide the timing and resource allocation of OCPA’s program investments. The CBA utilized a scoring tool that integrates the community needs, operational alignment, and existing programs assessments to analyze the impact and feasibility of potential programs.

## Process

The CBA was carried out in three sequential phases. The first phase focused on developing the CBA scoring tool, which included establishing scoring category weightings and identifying programs for evaluation. The second phase involved convening a scoring committee of subject-matter experts to apply the tool to the identified programs. The final phase synthesized committee input into an overall analysis to generate program recommendations.

## DEVELOPING THE CBA SCORING TOOL

### Scoring Category Weightings

To evaluate program impact and feasibility, the team first defined a set of scoring categories. These categories were informed by a review of other community choice aggregator (CCA) community power plans, as well as OCPA’s understanding of program design, community benefits, and implementation feasibility (Appendix P-1).

- **Impact Categories:** Customer energy rate reduction, energy use reduction, load shifting, impact on communities of concern, economic impact, air pollutant impact, incremental GHG impact, extreme heat mitigation, electric reliability.
- **Feasibility Categories:** OCPA customer eligibility, uptake of existing programs, program redundancy, OCPA revenue impact, overall investment impact, implementation timeline.

*Example Impact Category Evaluation Criteria and Scoring Guidelines*

Category	Evaluation Criteria (Scored 1-5)	Scoring Guidelines
Customer Energy Rate	Achieving lower electricity rates for customers by increasing	<b>Score 5:</b> Significant rate reduction; clearly documented with strong

Reduction	cost-effective energy generation through the Orange County Power Authority (OCPA). This includes optimizing procurement strategies, leveraging renewable energy sources, and enhancing operational efficiencies to provide more affordable and sustainable energy solutions.	methodology. <b>Score 4:</b> Noticeable reduction; well-documented and credibly estimated. <b>Score 3:</b> Moderate reduction; some confidence in methodology. <b>Score 2:</b> Minimal reduction or highly uncertain estimate. <b>Score 1:</b> No measurable reduction or unsupported claim.
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To ensure the tool reflected community priorities, survey data from the community needs and operational alignment assessments was used to create normalized weightings for each impact category. Checklist responses were converted into selection percentages, while ranking-scale responses were assigned higher point values for higher rankings. The combined results were then normalized across categories to generate the final weightings (Appendix P-2).

*Example Scoring Matrix*

Scoring Categories	Community Needs Weighting (565 member agency respondents)	Direct-to-Renter Electrification and DR Program for residents and small businesses
Program Type	-	<i>Demand Response Programs</i>
Customer Energy Rate Reduction	14.2%	3 ▾
Energy Use Reduction	9.3%	3 ▾
Load Shifting	8.1%	3 ▾
Impact on Communities of Concern	10.4%	5 ▾
Economic Impact	13.5%	3 ▾
Air Pollutant Impact	14.6%	3 ▾
Incremental GHG Impact	6.5%	3 ▾
Extreme Heat Mitigation	8.7%	3 ▾
Electric Reliability	14.8%	3 ▾
<b>IMPACT TOTAL</b>		<b>3.211</b>
OCPA Customer Eligibility	-	4 ▾
<b>Uptake of Existing Programs</b>	-	<b>4</b> ▾
Program Redundancy	-	5 ▾
OCPA Revenue Impact	-	3 ▾
Overall Investment Impact	-	3 ▾
Implementation Timeline	-	4 ▾
<b>FEASIBILITY TOTAL</b>		<b>23</b>

## Program Identification

Next, the team identified programs to be evaluated using the scoring tool. Drawing on the existing programs assessment, 11 programs were selected to address gaps and opportunities in the current landscape: (Appendix P-3)

- Codes and standards / reach codes support
- Sector-specific demand response (DR) programs
- Direct-to-renter electrification and DR Program for residents and small businesses
- Strategic energy management (SEM) for industrial facilities
- Comprehensive energy efficiency and electrification program
- Financing and incentive stacking support
- Increase e-mobility access and advanced EV and charging infrastructure programs
- Workforce education and training (WE&T)
- Resilience, decarbonization Showcase and pilot projects
- Refrigeration efficiency and electrification program
- Credit-boosting equity direct install programs

Each program was then assigned an “uptake of existing programs” score, based on survey data grouped into program types (energy efficiency/electrification, demand response, distributed energy resources, electric vehicles, education/outreach). Percentiles were mapped to uptake scores, which were integrated into the CBA tool (Appendix P-2).

With category weightings and programs defined, the tool was ready for evaluation.

## SCORING COMMITTEE EVALUATION

The second phase of the CBA centered on convening a scoring committee of independent experts. A call for participation was distributed through the California Community Choice Association (CalCCA) along with a position description outlining qualifications (Appendix P-4). Six experts from CCAs across the state volunteered, joined by a representative from a non-profit specializing in program implementation, forming a balanced and knowledgeable panel.

Committee members participated in an orientation session to introduce the CBA, explain the scoring methodology, and clarify their role in the OCPA Community Power Plan. Each member was then provided with background materials and an individual scoring sheet (Appendix P-5). All six committee members submitted their evaluations, which formed the dataset for the final phase of analysis.

## FINAL CBA ANALYSIS

The final phase of the CBA involved consolidating the scoring committee’s evaluations. Scores from all six members were averaged for each program and category, resulting in a single representative value per program for both impact and feasibility.

To interpret these results, grading scales were developed using the overall mean and standard deviation of scores. This curve-based approach ensured that programs were evaluated relative to the full distribution of committee assessments.

**Impact Scale (mean = 2.77, stdev = 0.21):**

- **High impact:**  $\geq 2.98$  ( $\geq \text{mean} + 1\sigma$ )
- **Moderate impact:**  $2.77 - 2.98$  (mean to  $+1\sigma$ )
- **Low impact:**  $2.56 - 2.77$  (mean  $-1\sigma$  to mean)
- **Minimal impact:**  $< 2.56$  (below mean  $-1\sigma$ )

**Feasibility Scale (mean = 20.38, stdev = 1.46):**

- **Highly viable:**  $\geq 21.84$  ( $\geq \text{mean} + 1\sigma$ )
- **Moderately viable:**  $20.38 - 21.84$  (mean to  $+1\sigma$ )
- **Limited viability:**  $18.92 - 20.38$  (mean  $-1\sigma$  to mean)
- **Not viable:**  $< 18.92$  (below mean  $-1\sigma$ )

Each program was then classified within these impact and feasibility tiers, providing a structured framework for prioritizing OCPA's potential investments under the Community Power Plan (Appendix P-6).

Appendix P-1

Impact Analysis			
Category	Evaluation Criteria (Scored 1-5)	Scoring Guidelines	Notes
Customer Energy Rate Reduction	Achieving lower electricity rates for customers by increasing cost-effective energy generation through the Orange County Power Authority (OCPA). This includes optimizing procurement strategies, leveraging renewable energy sources, and enhancing operational efficiencies to provide more affordable and sustainable energy solutions.	Score 5: Significant rate reduction; clearly documented with strong methodology. Score 4: Noticeable reduction; well-documented and credibly estimated. Score 3: Moderate reduction; some confidence in methodology. Score 2: Minimal reduction or highly uncertain estimate. Score 1: No measurable reduction or unsupported claim.	
Energy Use Reduction	Implementing strategies and technologies to achieve overall net kWh savings, including efficiency improvements and benefits from electrification. This encompasses upgrading infrastructure, promoting energy-efficient appliances, and encouraging sustainable practices that reduce consumption while supporting the transition to cleaner energy sources.	Score 5: Significant usage reduction; clearly documented with strong methodology. Score 4: Noticeable reduction; well-documented and credibly estimated. Score 3: Moderate reduction; some confidence in methodology. Score 2: Minimal reduction or highly uncertain estimate. Score 1: No measurable reduction or unsupported claim.	
Load Shifting	Enhancing grid reliability and efficiency through demand response programs and advanced energy management systems. This involves shifting energy consumption to off-peak periods using smart grid technologies, time-of-use pricing, and automated demand response solutions to reduce strain on the grid and optimize energy distribution.	Score 5: Major reliability benefit; strong support during many critical hours. Score 4: Noticeable support; helps during several critical hours. Score 3: Moderate support; limited scope or duration of benefit. Score 2: Minimal or unclear support; few critical hours affected. Score 1: No measurable reliability improvement.	
Impact on Communities of Concern	Assessing the extent to which the program benefits disadvantaged or underserved communities by improving energy access, affordability, and sustainability. This includes evaluating the financial impact on equity customer participants, such as out-of-pocket costs, and ensuring that programs are designed to promote inclusivity, reduce energy burdens, and enhance long-term economic and environmental resilience for these communities.	Score 5: Clear, high-impact outcome with data. Score 4: Moderately high with plausible impact. Score 3: Average performance with gaps. Score 2: Below average or unclear. Score 1: No value or not applicable.	
Economic Impact	The extent to which the program contributes to job creation, retention, and workforce development in the clean energy sector. This includes direct, indirect, and induced employment opportunities, with a focus on equitable access to high-quality, well-paying jobs, apprenticeship programs, and workforce training initiatives, particularly for disadvantaged or underrepresented communities.	Score 5: Clear, high-impact outcome with data. Score 4: Moderately high with plausible impact. Score 3: Average performance with gaps. Score 2: Below average or unclear. Score 1: No value or not applicable.	Direct jobs – Employment created by clean energy projects and infrastructure investments. Indirect jobs – Jobs generated in supply chains supporting clean energy industries. Induced jobs – Employment growth resulting from increased economic activity due to clean energy investments. <a href="#">IRA-related metrics</a>
Air Pollutant Impact	The program's effectiveness in reducing harmful air pollutants (e.g., particulate matter, nitrogen oxides, sulfur dioxide, benzene) that negatively affect local air quality and public health, particularly in disadvantaged communities.	Score 5: Major reduction in pollutants; clear, transformative impact. Score 4: Strong reduction; well-documented and supported by data. Score 3: Moderate reduction; benefits evident but mostly estimated. Score 2: Minimal or uncertain reduction; limited verified benefits. Score 1: No measurable impact on air quality.	
Incremental GHG Impact	The program's contribution to reducing greenhouse gas (GHG) emissions, including measurable reductions in carbon dioxide (CO <sub>2</sub> ), methane (CH <sub>4</sub> ), and other climate pollutants in alignment with state and federal climate goals.	Score 5: Major GHG reduction; very large, well-documented impact. Score 4: Strong reduction; substantial, clearly demonstrated benefits. Score 3: Moderate reduction; meaningful but smaller-scale impact. Score 2: Minimal reduction or highly uncertain benefits. Score 1: No significant GHG impact.	
Extreme Heat Mitigation	The program's effectiveness in reducing heat-related risks, such as urban heat islands and temperature-related health hazards, through initiatives like cooling centers, high-efficiency HVAC improvements, tree canopy expansion, and reflective infrastructure.	Score 5: Major cooling effect; strong, well-documented evidence of impact. Score 4: Noticeable cooling; credible evidence supports benefits. Score 3: Moderate cooling; limited impact or early-stage concept. Score 2: Minimal or unverified cooling effect. Score 1: No measurable impact on extreme heat.	
Electric Reliability	The program's impact on grid stability, energy resilience, and outage reduction, including enhancements in local energy storage, microgrid deployment, distributed energy resources (DERs), and demand-side management strategies.	Score 5: Significant rate reduction; clearly documented with strong methodology. Score 4: Noticeable reduction; well-documented and credibly estimated. Score 3: Moderate reduction; some confidence in methodology. Score 2: Minimal reduction or highly uncertain estimate. Score 1: No measurable reduction or unsupported claim.	

Appendix P-1

Feasibility Analysis			
Category	Evaluation Criteria (Scored 1-5)	Quantified Scoring Guidelines	Notes
OCPA Customer Eligibility	The percentage of OCPA customers eligible to participate or directly benefit from the program, with a focus on equitable access, affordability, and program inclusivity for residential, commercial, and industrial ratepayers.	Score 5: Broad eligibility; nearly all customer types included with wide reach. Score 4: Strong eligibility; multiple sectors included with minimal exclusions. Score 3: Moderate eligibility; some limitations in scope or coverage. Score 2: Limited eligibility; narrow reach or niche focus. Score 1: Very limited or unclear eligibility.	
Uptake of Existing Programs	Historical and projected participation rates based on comparable programs, assessing customer engagement, adoption trends, and potential barriers to implementation to ensure program success and scalability.	Score 5: Very likely to achieve strong participation; assumptions are transparent. Score 4: Likely to achieve solid participation—minor uncertainties. Score 3: Potential for participation is plausible but mixed. Score 2: Unconvincing participation outlook—limited or speculative evidence. Score 1: Participation case is not credible—claims are largely aspirational with little connection to comparable experience or concrete plans.	
Program Redundancy	Evaluating whether the proposed program duplicates, overlaps with, or complements existing initiatives, ensuring efficient resource allocation and avoiding unnecessary replication.	Score 5: Entirely unique offering not available from utilities, local governments, or other third-party providers; clearly fills an unmet need. Score 4: Mostly unique with minimal functional overlap and clearly communicated differentiation. Score 3: Some overlap with existing programs but delivers added value or improvements (e.g., accessibility, cost-effectiveness). Score 2: Considerable duplication of existing services with limited added benefit or unclear role for OCPA. Score 1: Substantially redundant with existing programs, creating risk of confusion or inefficiency.	
OCPA Revenue Impact	The projected positive or negative effect on Orange County Power Authority's (OCPA) financial health, long-term operational sustainability, and overall revenue generation. This includes cost-effectiveness, return on investment, and financial risks associated with program implementation.	Score 5: Very likely to generate meaningful net value for OCPA. Score 4: Likely positive for OCPA; risks appear manageable. Score 3: Could be positive, but too many open questions to be confident. Score 2: Unlikely to deliver material net value; high risk of a neutral outcome. Score 1: Likely negative net impact or unjustified claims.	
Overall Investment Impact	The extent to which OCPA's investment attracts, leverages, or complements external funding sources, such as federal and state grants, Regional Energy Networks, Investor-Owned Utilities, or contractors, to maximize financial efficiency and program reach.	Score 5: Diversified, credible external funding with minimal uncertainty. Score 4: Credible indications of outside funding; some uncertainties remain. Score 3: Moderate and plausible but reliant on several assumptions or pending items. Score 2: Weak prospects; mostly aspirational or early-stage; incremental benefit to OCPA funding is limited or unclear. Score 1: Depends primarily on OCPA funds.	
Implementation Timeline	The estimated duration required to develop, launch, and fully operationalize the program, including key milestones, regulatory approvals, and potential obstacles that may impact deployment.	Score 5: Program can be implemented and fully launched within <5 months, including planning, procurement, and enrollment. Score 4: Launch achievable in 5–12 months with well-defined project management milestones. Score 3: 13–18 month timeline with moderate risks or dependencies. Score 2: >18 months required for full launch due to regulatory, funding, or operational constraints. Score 1: No clearly defined timeline or evidence suggests extended delays (>24 months).	Programs will be designated as Near-Term, Medium-Term, and Long Term as noted below: Score of 5 = Near-Term Score of 4 or 3 = Medium-Term Score of 2 or 1 is Long-Term

## Appendix P-2

View the OCPA CBA Weightings and Uptake Score Calculations by clicking the button below.



**1. Codes and Standards / Reach Codes Support**

- Why: Helps accelerate regional electrification and efficiency standards by supporting municipalities in policy adoption and enforcement.
- Successful Models: 3CE Reach Code Program — strong technical support for municipal reach codes; BayREN Code Support — assistance with code adoption and staff training.
- Action: Provide technical assistance for cities to develop and adopt electrification-focused reach codes, along with training for enforcement staff.

**2. Sector-Specific Demand Response (DR) Programs**

- Why: Customers consistently find DR programs easy to understand, low-cost to participate in, and tied to predictable incentives. Expanding DR with tailored options for agriculture and industrial sectors addresses their underserved status while supporting grid reliability.
- Successful Models: SCE ELRP (Emergency Load Reduction Program) — highly effective for commercial and industrial customers; PG&E SmartAC — scalable residential program with simple enrollment. SCE's Critical Peak Pricing, an optional rate that offers a discount on summer electricity rates in exchange for higher prices during CPP event days.
- Action: Design flexible participation agreements and integrate automated load management for industrial pumps, compressors, and processing systems.

**3. Direct-to-Renter Electrification and DR Program for residents and small businesses**

- Why: Renters face unique barriers like lack of control over major equipment. Providing portable, plug-and-play solutions empowers them to participate in energy efficiency, DR, and electrification efforts without landlord intervention.
- Successful Models: BayREN's Multifamily Energy Program — effective outreach for multi-unit dwellings; SMUD's Smart Home Pilot — portable equipment and behavioral engagement strategies.
- Action: Offer DR integration plus portable induction cooktops, air purifiers, and plug-in heat pump units, combined with app-based engagement and incentives.

**4. Strategic Energy Management (SEM) for Industrial Facilities**

- Why: Industrial facilities often cannot retrofit critical equipment, but SEM provides operational efficiency without large upfront costs.
- Successful Models: SCE SPARKe SEM Program — tailored energy planning and training for industrial and agricultural operations; MCE Industrial Energy Efficiency — custom support for process and operational improvements.
- Action: Launch cohort-based SEM training, with ongoing technical support and benchmarking to drive measurable savings.

**5. Comprehensive Energy Efficiency and Electrification Program**

- Why: Integrating energy efficiency upgrades with building electrification for both residential and commercial customers provides deeper savings, streamlines participation, and ensures equitable access. By coupling rebates with stackable incentives, the program can overcome cost barriers and accelerate adoption across sectors.

- Successful Models: Peninsula Clean Energy (PCE) — integrated programs combining efficiency and electrification measures; BayREN Home+ — combined incentives for heat pumps, induction, and efficiency upgrades; 3CE New Construction Electrification (ADU) — layered electrification and efficiency incentives for new projects.
- Action: Offer audits, incentives, financing, and application assistance support for residential and commercial customers to implement measures such as lighting, HVAC, refrigeration, heat pumps, and induction appliances. Pair with stackable incentives aligned with TECH Clean California and federal IRA funding to maximize customer benefits and participation.

## **6. Financing and Incentive Stacking Support**

- Why: Even with enhanced incentives, upfront costs are a major barrier for small businesses and income-qualified customers. Financing and technical guidance enable broader participation.
- Successful Models: MCE On-Bill Financing — accessible repayment models for residential and commercial customers; SoCalREN Revolving Loan Fund — bridges funding gaps for public agencies
- Action: Provide on-bill financing, low-interest loans, and expert guidance on stacking local, state, and federal incentives.

## **7. Increase E-Mobility Access and Advanced EV and Charging Infrastructure Programs**

- Why: Community members face barriers when converting to e-mobility such as high capital costs or limited charging infrastructure. In addition, CCAs would benefit from smart load management to optimize grid integration.
- Successful Models: SCE Charge Ready — scalable charging programs for residential and commercial sites; Peninsula Clean Energy EV Ready — turnkey solutions for multi-unit dwellings, small businesses, and fleets. Sonoma Community Power E-Bike program — provide safety courses and rebate on purchase of eligible e-bikes.
- Action: Expand infrastructure support for workplaces, multifamily units, and fleet operators, integrating smart charging and DR participation. Provide safety courses and equipment for e-bikes and develop a program to offer residents either rebates for the purchase of e-bikes or discounted e-bike rentals. Offer diverse solutions for residents and businesses including e-bikes and e-family/cargo bikes.

## **8. Workforce Education and Training (WE&T)**

- Why: Building a skilled workforce ensures that electrification, DR, and SEM programs can scale effectively while creating equitable job opportunities.
- Successful Models: I-REN Workforce Development Program — contractor training and certifications; MCE Green Workforce Pathways — connecting local residents to clean energy careers.
- Action: Partner with community colleges, trade organizations, and unions to create training pipelines in electrification, HVAC, and energy management.

## **9. Resilience, Decarbonization Showcase and Pilot Projects**

- Why: Visible, local demonstrations build trust, generate data, and accelerate adoption across sectors.
- Successful Models: BayREN Decarbonization Showcase — municipal and public agency demonstration sites; 3CE Community Resiliency Projects — solar + storage showcases for resilience.
- Action: Develop high-profile demonstration projects, such as all-electric municipal facilities, microgrids, industrial/agricultural electrification, or school retrofits, with robust community engagement.

#### **10. Refrigeration Efficiency and Electrification Program**

- Why: Refrigeration systems are significant energy users in grocery stores, restaurants, and other small-to-medium commercial facilities. Upgrading to high-efficiency or electrified refrigeration systems reduces energy costs, supports decarbonization, and improves grid reliability during peak load periods.
- Successful Models: BayREN Refrigerant Replacement Program (BRRR) — targeted upgrades and refrigerant retrofits; PG&E's Advanced Refrigeration Program — incentives and technical support for high-efficiency refrigeration equipment.
- Action: Provide audits, incentives, and direct install options for efficient compressors, advanced controls, and natural refrigerant systems, coupled with maintenance training and support for low-GWP refrigerant conversions.

#### **11. Credit-Boosting Equity Direct Install Program**

- Why: Equity communities often face barriers to financing due to lower average credit scores. This program would partner with a local credit union to deposit incentives into an account that automatically repays a matching loan. Participants would not need to make payments themselves, but the on-time repayment history would still be reported to credit bureaus, helping participants build credit while accessing energy efficiency or electrification upgrades.
- Successful Models: There are currently no direct models of incentive-backed automatic repayment loans tied to credit building. Comparable structures include on-bill financing programs (e.g., SCE On-Bill Financing), which allow customers to repay upgrade costs through their utility bill. However, those programs do not contribute to credit score improvements because they are not reported to credit bureaus.
- Action: Collaborate with local credit unions to design a pilot where incentive funds are deposited and automatically applied to loan repayments, ensuring positive credit reporting. At the end of the loan term, participants emerge with both the benefits of energy upgrades and improved credit standing, expanding future financial opportunities.

# OCPA Program Scoring Committee Job Description

## Overview

Orange County Power Authority (OCPA) is developing a Community Power Plan to identify local energy needs and create a program development roadmap. As part of the evaluation process, OCPA will include industry experts on a Program Scoring Committee to help evaluate potential programs. As illustrated in the schematic below, this committee will play a vital role in evaluating and scoring programs that have been internally identified and shortlisted through the Community Needs Assessment (including listening sessions and surveys), Operational Alignment Assessment (including evaluation of OCPA’s internal capacity and strategic alignment), Funding Opportunities Assessment (including identification of public and private funding sources), and the Existing Programs Assessment (including industry research) process.



Committee members will use a standardized and quantified scoring framework to assess each shortlisted program’s impact potential, feasibility, and alignment with OCPA’s strategic priorities, including equity, decarbonization, and ratepayer value. Impact potential captures the breadth and depth of a program’s expected benefits—such as incremental greenhouse gas impact, air

pollutant impact, energy use reduction, economic impact, and impact on communities of concern. Feasibility considers how realistically and efficiently a program can be implemented, taking into account factors like overall investment impact, OCPA revenue impact, OCPA customer eligibility, uptake of existing programs, and implementation timeline. Together, these dimensions help ensure that the highest-scoring programs are both meaningful in their outcomes and achievable in practice.

The CBA framework will generate a prioritization for each program—ranging from 'High Priority' to 'Not Recommended'—based on scoring committee inputs. These results will guide OCPA in understanding which programs to invest in, when to do so, and how to allocate resources based on cost-effectiveness and community benefit.

## Responsibilities

### Evaluate Programs Selected by OCPA Staff

- Review a curated set of programs that have been prioritized through based on existing programs and score their impact on identified priorities.

### Apply a Quantified Scoring Rubric

- Use a defined scoring framework with specific thresholds to assign numerical scores (1–5) across multiple evaluation criteria such as customer eligibility, GHG reduction, community impact, implementation timeline, and economic viability.

### Attend Calibration Session

- Participate in onboarding and a scoring calibration workshop to ensure shared understanding of scoring criteria, guidelines, and procedures.

### Submit Individual Scoring

- Complete scoring for each program and provide short written justifications for selected criteria to support transparency and consistency.

### Provide Feedback on the Process

- Contribute input on the clarity, fairness, and usability of the scoring rubric for future iterations.

## Qualifications & Experience

### Ideal candidates should possess:

Experience in one or more of the following areas:

- Clean energy programs (e.g., energy efficiency, electrification, DERs)
  - Local government, public-sector planning, or program implementation or evaluation
  - Environmental justice or community-based outreach and equity frameworks
  - Utility operations, rate design, or regulatory compliance
  - Data analysis or cost-benefit modeling
- Familiarity with Community Choice Aggregation (CCA) or local energy programs is preferred but not required.
- Experience using structured evaluation tools or frameworks to assess proposals or initiatives.
- Commitment to equity, sustainability, and transparent public decision-making.

## Tangible Work Outputs

### Each member will:

- Review and score 5-10 proposed programs.
- Assign numeric scores (1–5) across 14 evaluation categories per program.
- Submit a completed scoring template, including brief notes or justifications for selected scores.

## Estimated Time Commitment

### Total Time Commitment: 4-6 hours

- Orientation: 30 mins
- Program review and scoring: 3-5 hours

### Scoring Timeline:

- OCPA anticipates conducting a single scoring cycle during the third quarter of 2025.

Orange County Power Authority  
Community Power Plan:  
Programs Cost-Benefit Analysis -  
Scoring Committee

9/16/2025

# Agenda

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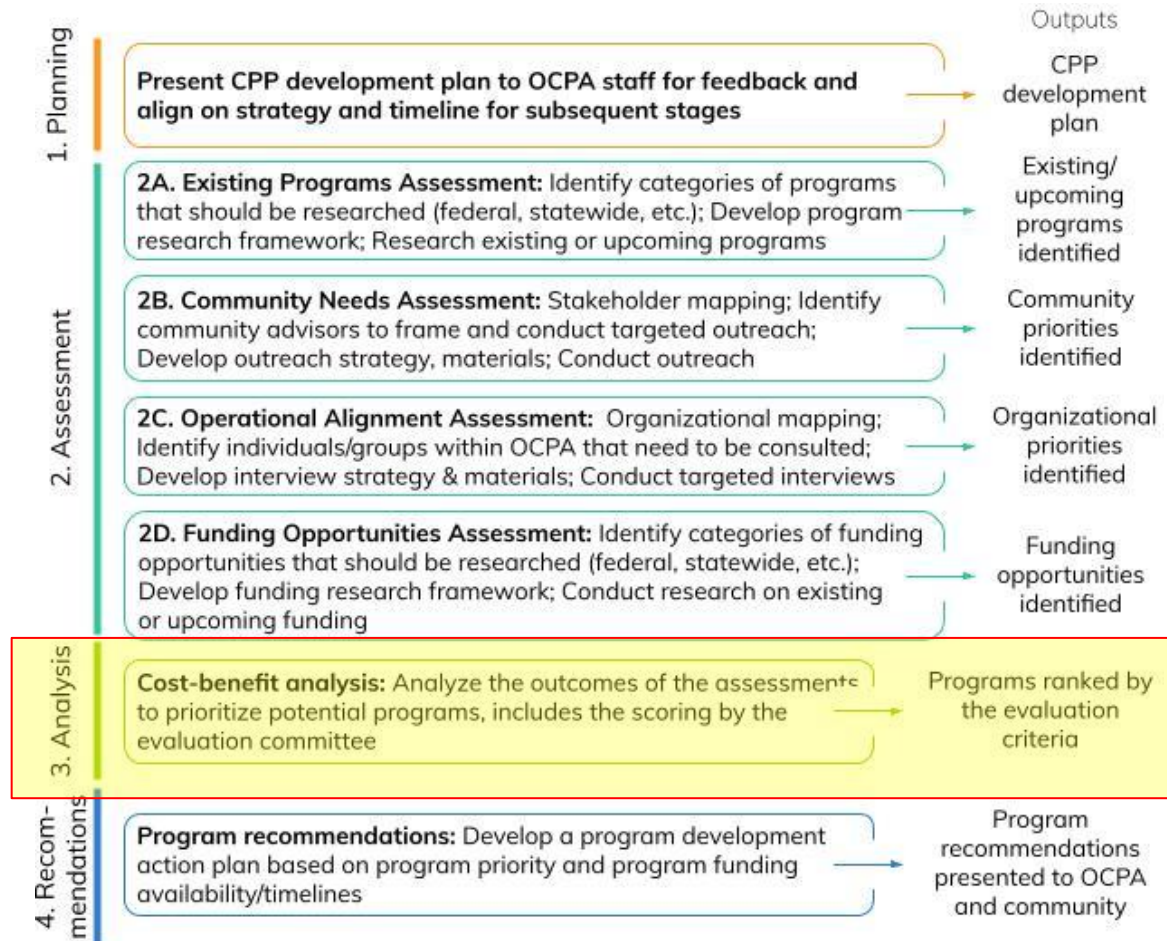
- Background
- Cost-Benefit Analysis Orientation
  - Part 1:
    - Programs, Scoring Categories, and Criteria
  - Part 2:
    - Scoring Logic, Getting to Final Priority
- Next Steps

# Background

# Community Power Plan

Orange County Power Authority is developing a Community Power Plan (CPP) to identify local energy needs and create a program development roadmap.

The CPP will contain the following steps:



# Cost-Benefit Analysis (CBA)

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- The goal of the CBA is to determine the impact and feasibility of potential programs to produce a final prioritization
- The results from the CBA will be incorporated into the overall program recommendations to guide OCPA in understanding which programs to invest in, when to do so, & how to allocate resources based on cost effectiveness and community benefit

# Scoring Committee Responsibilities

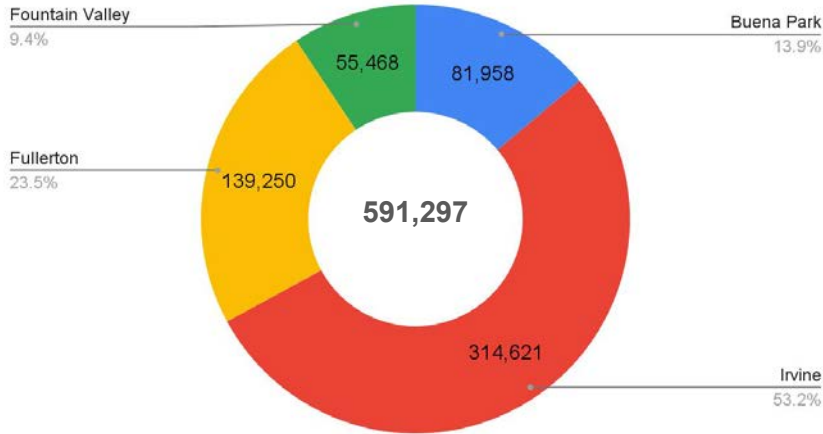
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- Review and score 10 (+1) programs (est. 3-5hrs)
  - Use a defined scoring framework with specific thresholds to assign numerical scores (1-5) across multiple evaluation criteria
- Complete scoring for each program and provide short written justifications for selected criteria to support transparency and consistency.
- Feedback: Contribute input on the clarity, fairness, and usability of the scoring rubric for future iterations.

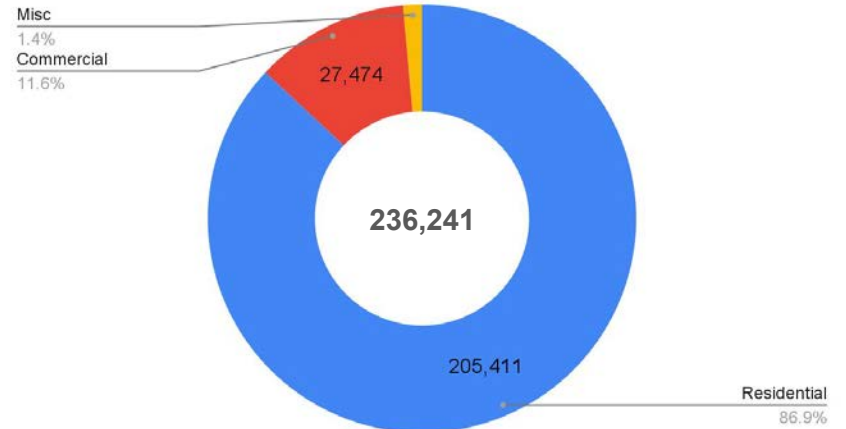
# OCPA Customer Overview

# OCPA Customer Demographics

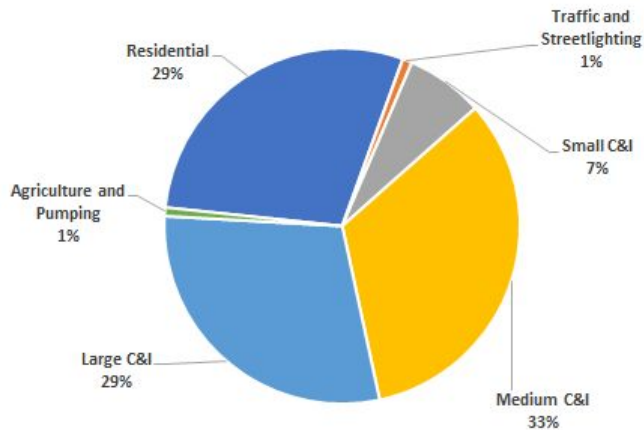
OCPA Data - Member Cities Population



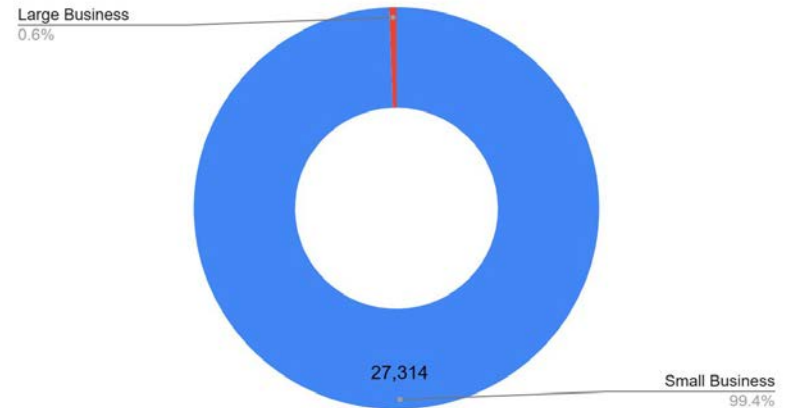
OCPA Data



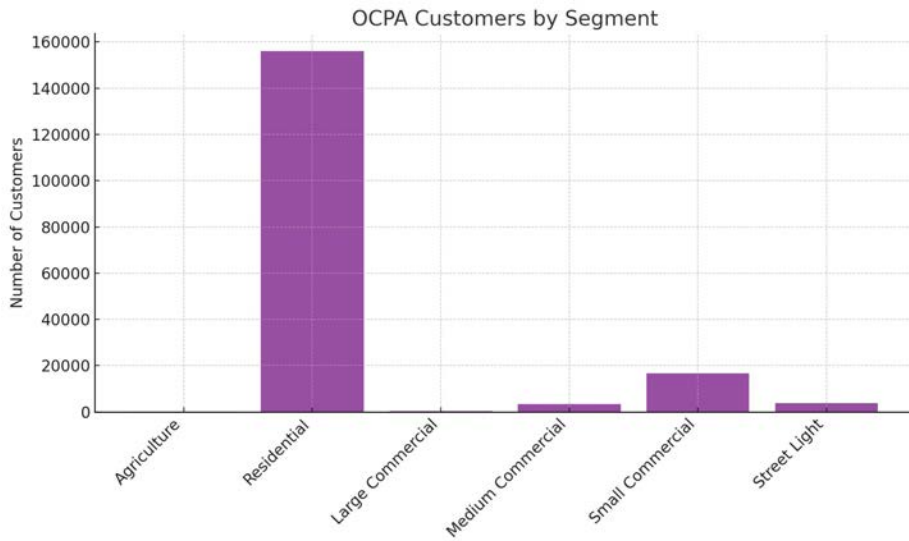
Total Energy Use



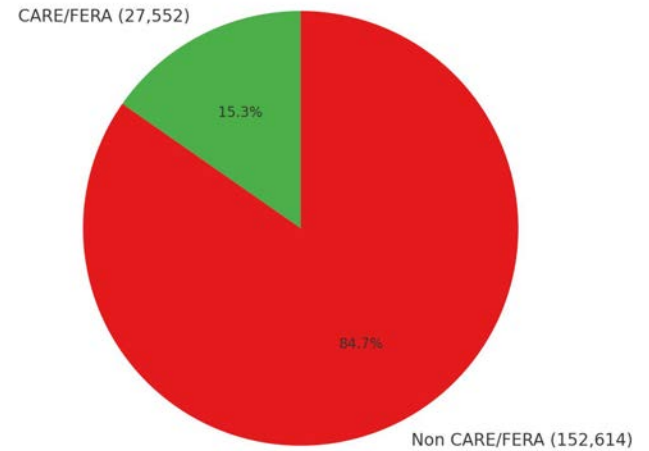
OCPA Data - Commercial Service Account Breakdown



# OCPA Customer Demographics



OCPA Customers: CARE/FERA vs Non CARE/FERA



# Cost Benefit Analysis Orientation

# PART 1: Programs, Categories, and Criteria

# 1: Programs to be Evaluated

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1. Codes and Standards / Reach Codes Support
2. Sector-Specific Demand Response (DR) Programs
3. Direct-to-Renter Electrification and DR Program for residents and small businesses
4. Strategic Energy Management (SEM) for Industrial Facilities
5. Comprehensive Energy Efficiency and Electrification Program
6. Financing and Incentive Stacking Support
7. Increase E-Mobility Access and Advanced EV and Charging Infrastructure Programs
8. Workforce Education and Training (WE&T)
9. Resilience, Decarbonization Showcase and Pilot Projects
10. Refrigeration Efficiency and Electrification Program
11. Credit-Boosting Equity Direct Install Program

## 2: Scoring Categories & Evaluation Criteria

---

### IMPACT

1. Customer Energy Rate Reduction
2. Energy Use Reduction
3. Load Shifting
4. Impact on Communities of Concern
5. Economic Impact
6. Air Pollutant Impact
7. Incremental GHG Impact
8. Extreme Heat Mitigation
9. Electric Reliability

### FEASIBILITY

1. OCPA Customer Eligibility
2. Uptake of Existing Programs\*
3. Program Redundancy
4. OCPA Revenue Impact
5. Overall Investment Impact
6. Implementation Timeline

## 2: Scoring Categories & Evaluation Criteria

- Found on 'Rubric' Tab Columns A & B
- Evaluation Criteria sets the standard by which a category must be judged

Category	Evaluation Criteria (Scored 1-5)
Customer Energy Rate Reduction	Achieving lower electricity rates for customers by increasing cost-effective energy generation through the Orange County Power Authority (OCPA). This includes optimizing procurement strategies, leveraging renewable energy sources, and enhancing operational efficiencies to provide more affordable and sustainable energy solutions.
Energy Use Reduction	Implementing strategies and technologies to achieve overall net energy savings, including efficiency improvements and benefits from electrification. This encompasses upgrading infrastructure, promoting energy-efficient appliances, and encouraging sustainable practices that reduce consumption while supporting the transition to cleaner energy sources.

## 3: Scoring Guidelines

- Found on 'Rubric' Tab Column C
- Scoring Guidelines: framework that defines criteria and expected levels of performance
  - Committee will use scoring guidelines to provide 1-5 scoring

Category	Evaluation Criteria (Scored 1-5)	Scoring Guidelines
Customer Energy Rate Reduction	Achieving lower electricity rates for customers by increasing cost-effective energy generation through the Orange County Power Authority (OCPA). This includes optimizing procurement strategies, leveraging renewable energy sources, and enhancing operational efficiencies to provide more affordable and sustainable energy solutions.	<p>Score 5: Significant rate reduction; clearly documented with strong methodology.</p> <p>Score 4: Noticeable reduction; well-documented and credibly estimated.</p> <p>Score 3: Moderate reduction; some confidence in methodology.</p> <p>Score 2: Minimal reduction or highly uncertain estimate.</p> <p>Score 1: No measurable reduction or unsupported claim.</p>

# PART 2: Scoring Logic, Getting to the Final Priority

# PART 2

Appendix P-6

Scoring Categories & Evaluation Criteria



Scoring Guidelines



Impact & Feasibility Score = Final Priority



Scoring Categories	Programs to be Evaluated	Community Weighting	Codes and Standards / Reach Codes Support
Program Type		-	Educational and Outreach Programs
Customer Energy Rate Reduction		14.2%	3
Energy Use Reduction		9.3%	5
Load Shifting		8.1%	2
Impact on Communities of Concern		10.4%	4
Economic Impact		13.5%	5
Air Pollutant Impact		14.6%	4
Incremental GHG Impact		6.5%	5
Extreme Heat Mitigation		8.7%	5
Electric Reliability		14.8%	5
<b>IMPACT TOTAL</b>			<b>4.228</b>
<b>IMPACT SCORE</b>		-	<b>High Impact</b>
OCA Customer Eligibility		-	4
Uptake of Existing Programs		-	3
Program Redundancy		-	5
OCA Revenue Impact		-	5
Overall Investment Impact		-	5
Implementation Timeline		-	5
<b>FEASIBILITY TOTAL</b>			<b>27</b>
<b>FEASIBILITY SCORE</b>		-	<b>Highly Viable</b>
<b>FINAL PRIORITY</b>		-	<b>High Priority</b>

\*Uptake score is pre-calculated (will be determined by the survey data only)

# 4: Scoring Logic

Repeat Steps 2-4 for all categories for each program

Category	Evaluation Criteria (Scored 1-5)	Scoring Guidelines
Customer Energy Rate Reduction Programs	Achieving lower electricity rates for customers by increasing cost-effective energy generation through the Orange County Power Authority (OCPA). This includes optimizing procurement strategies, leveraging renewable energy sources, and enhancing operational efficiencies to provide more affordable and sustainable energy solutions.	<p>Score 5: Significant rate reduction; clearly documented with strong methodology.</p> <p>Score 4: Noticeable reduction; well-documented and credibly estimated.</p> <p>Score 3: Moderate reduction; some confidence in methodology.</p> <p>Score 2: Minimal reduction or highly uncertain estimate.</p> <p>Score 1: No measurable reduction or unsupported claim.</p>

# 4.1: Scoring Best Practices



- **Document your rationale** – Take clear notes explaining why you assigned each score for every program type to ensure transparency and consistency.
- **Stay objective** – Evaluate each program type based on the provided criteria, avoiding personal preferences or organizational biases.
- **Prepare to justify outliers** – If your score is significantly higher or lower than the group average, you may be asked to explain your reasoning.
- **Be consistent** – Apply the same standards and level of scrutiny across all program types.
- **Focus on evidence** – When possible, base your scores on data and assessment findings, but also draw on your knowledge & experience rather than assumptions.
- **Ask for clarification when needed** – If any scoring criteria are unclear, raise questions during the process to maintain scoring accuracy.

# 5: Impact & Feasibility Score = Final Priority

Scoring Categories	Community Needs Weighting	Codes and Standards / Reach Codes Support
Program Type	-	Educational and Outreach Programs
Customer Energy Rate Reduction	14.2%	3 ▼
Energy Use Reduction	9.3%	5 ▼
Load Shifting	8.1%	2 ▼
Impact on Communities of Concern	10.4%	4 ▼
Economic Impact	13.5%	5 ▼

	Highly Viable	Moderately Viable	Limited Viability	Not Viable
High Impact	High Priority	High Priority	Medium Priority	Low Priority
Moderate Impact	High Priority	Medium Priority	Low Priority	Not Recommended
Low Impact	Low Priority	Low Priority	Not Recommended	Not Recommended
Minimal Impact	Low Priority	Not Recommended	Not Recommended	Not Recommended

Uptake of Existing Programs	-	3 ▼
Program Redundancy	-	5 ▼
OCPA Revenue Impact	-	5 ▼
Overall Investment Impact	-	5 ▼
Implementation Timeline	-	5 ▼
<b>FEASIBILITY TOTAL</b>		<b>27</b>
FEASIBILITY SCORE	-	Highly Viable
FINAL PRIORITY	-	High Priority

# Next Steps

# Next Steps

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## TEC

- Provide *Programs Central Scoring Hub* to each committee member

## Scoring Committee:

- Use TEC provided information to score programs and provide brief justifications for chosen scores by 9/25/2025
- Provide feedback about your experience using the CBA tool

Questions?

## Appendix P-6

View OCPA's CBA Scoring Committee Spreadsheet by clicking the button below.





# **Appendix Q. Community Needs Assessment Visuals**

Figure 1. Residential and Commercial Customer Awareness of Programs

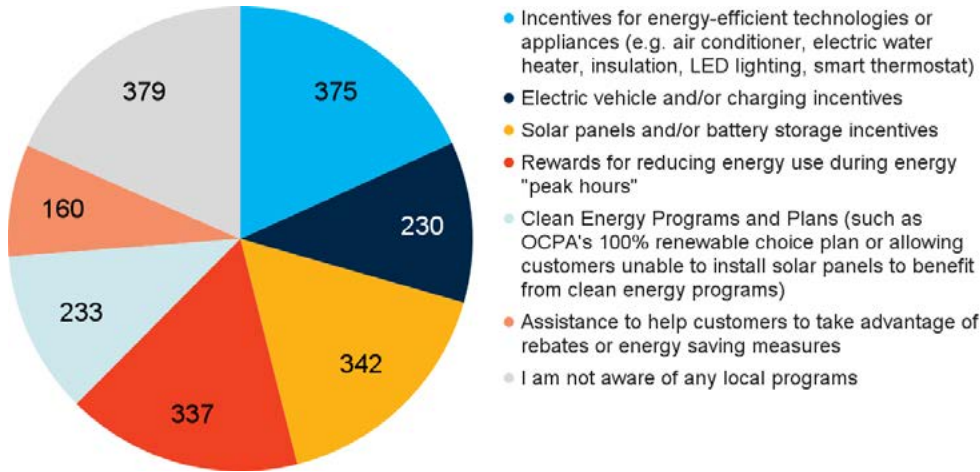


Figure 2. Energy Improvements Made by Residential and Commercial Customers

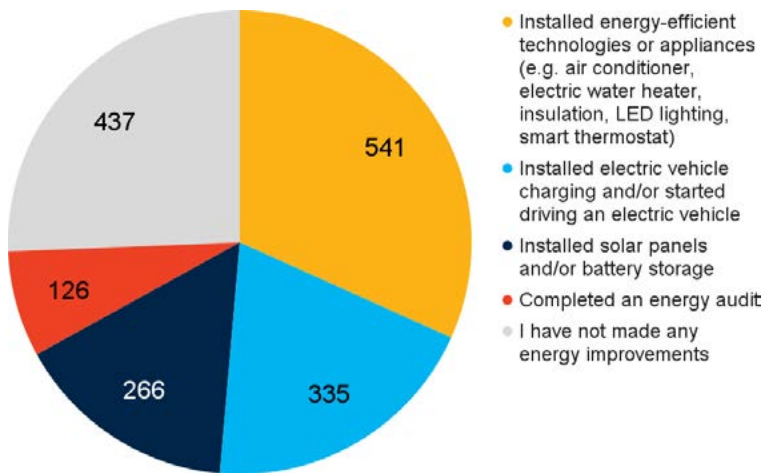


Figure 3. What Electricity Issues are Most Important to Residential and Commercial Customers

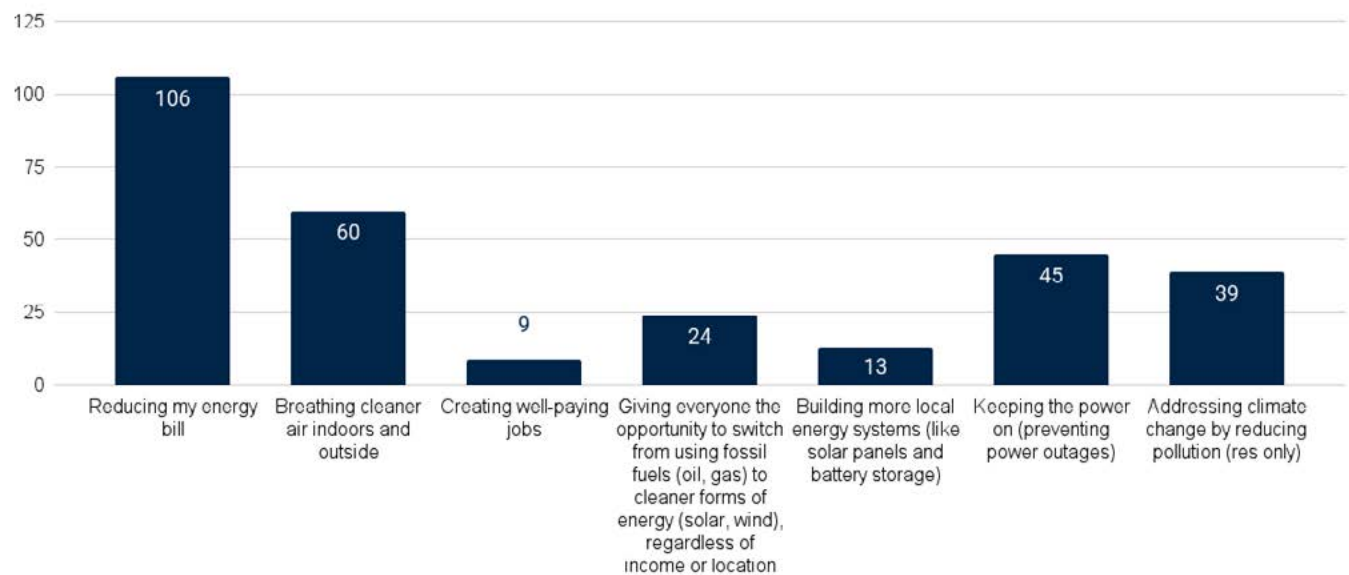
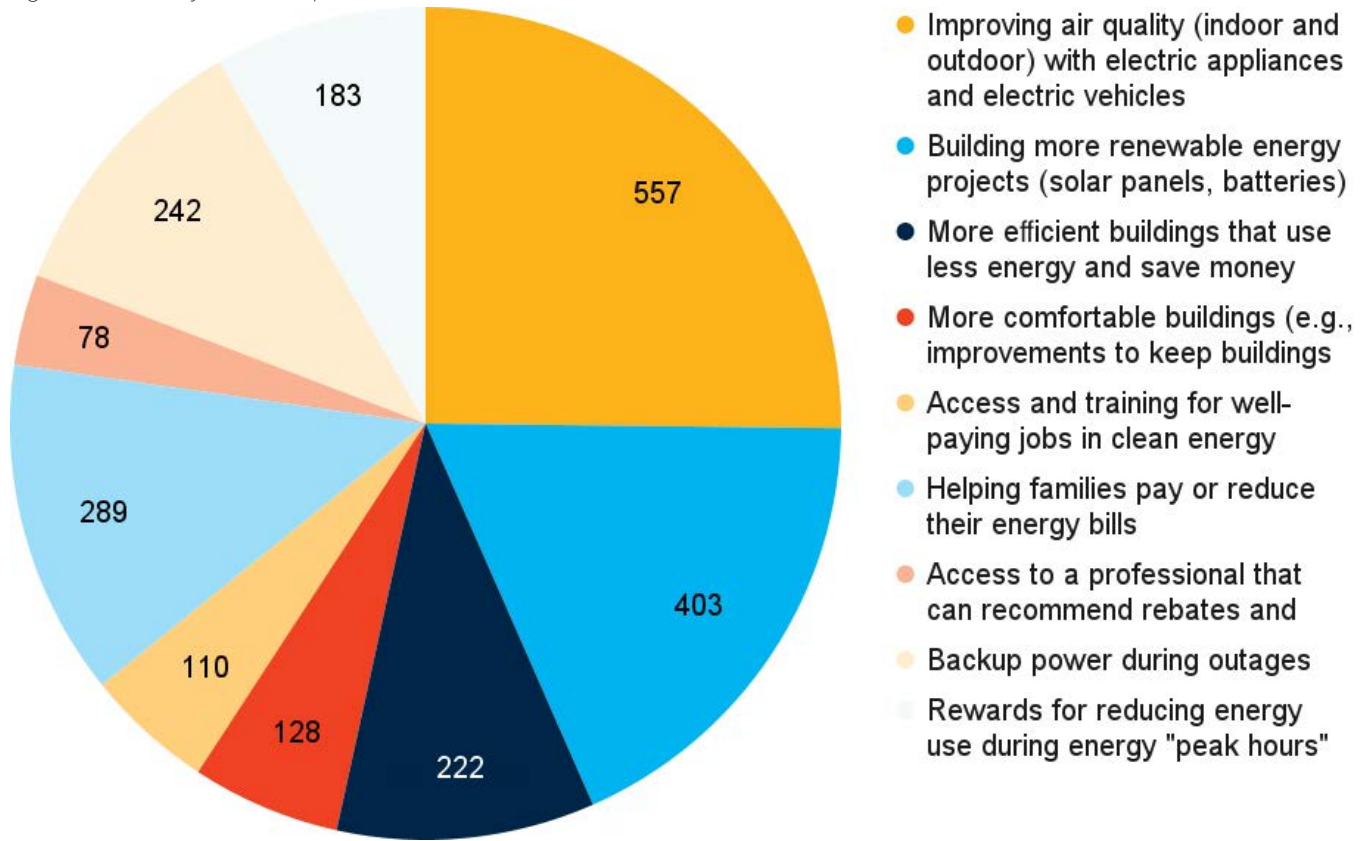


Figure 4. Electricity Related Improvements Residential and Commercial Customers Would Most Like to See





# **Appendix R. Existing Programs Analysis Visuals**

Figure 5. Program Types in Assessment vs. OCPA Customers

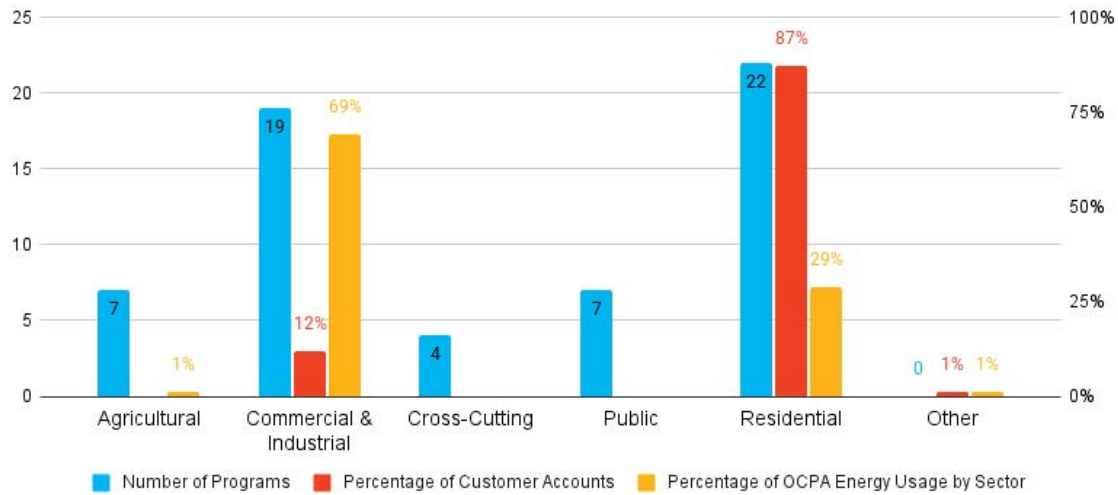


Figure 6. Programs by Type

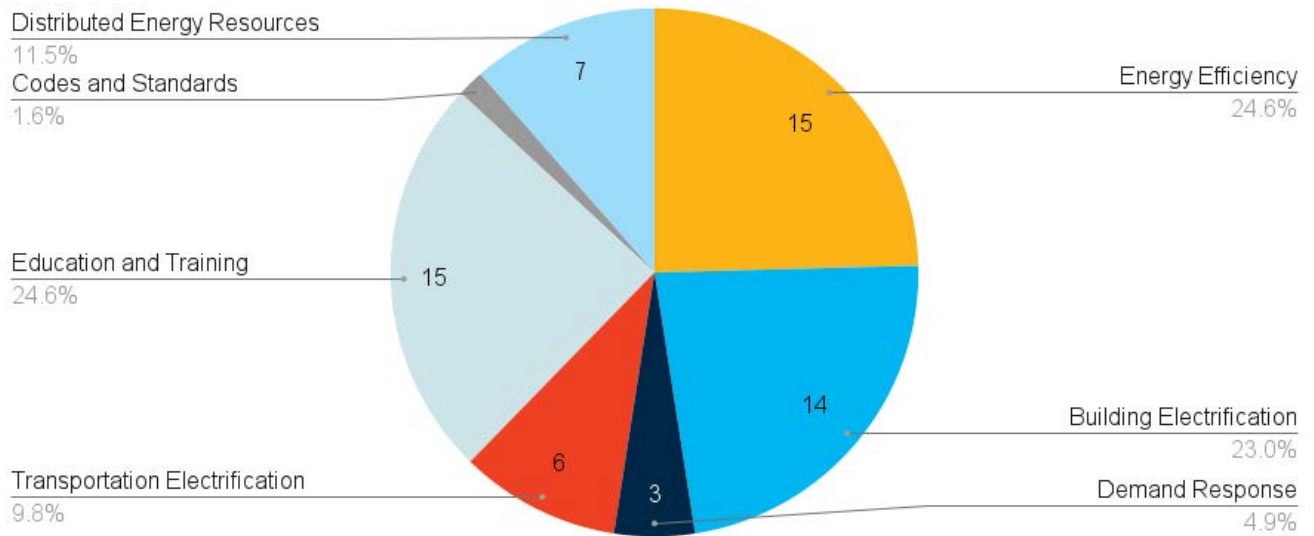


Figure 7. Priority Population Served

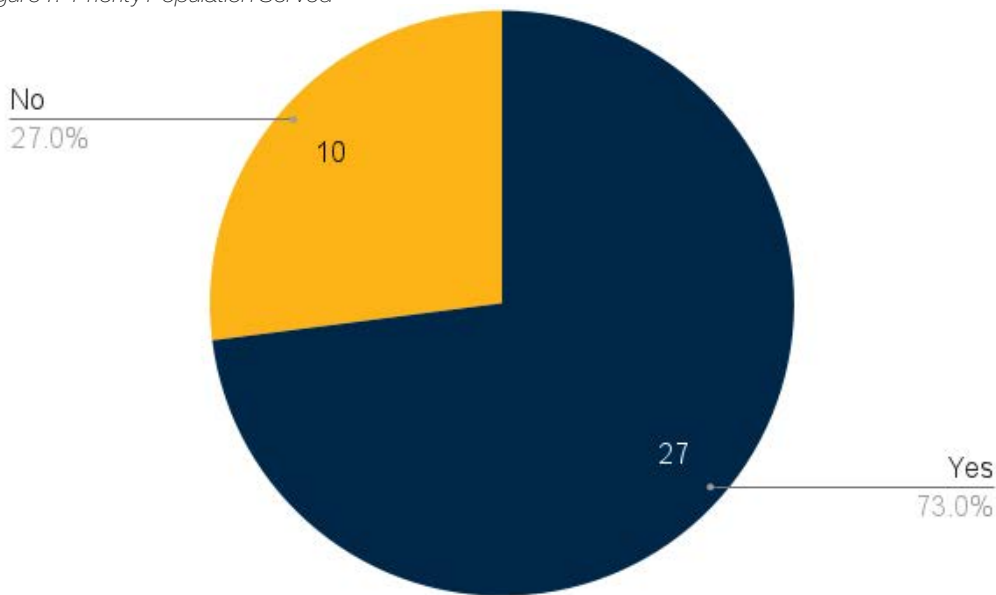


Figure 8. Delivery Methods

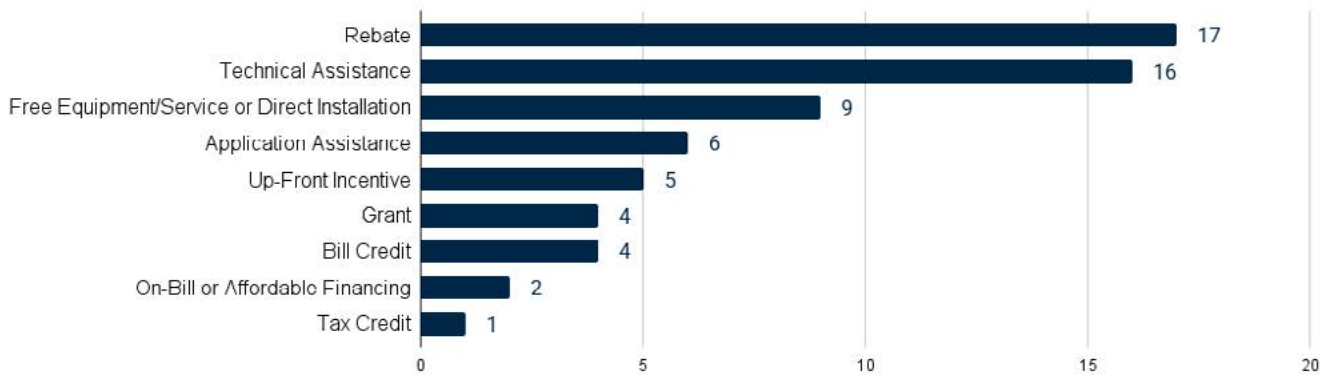


Figure 9. Measures

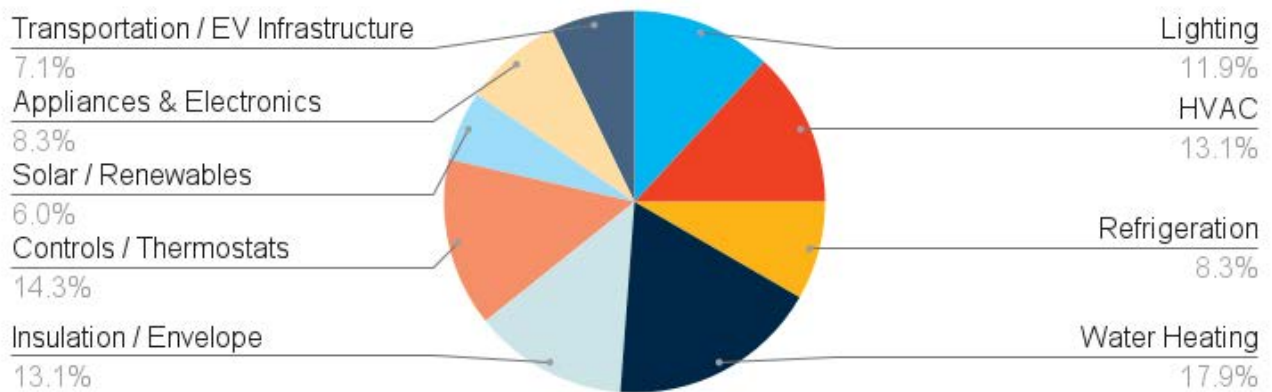
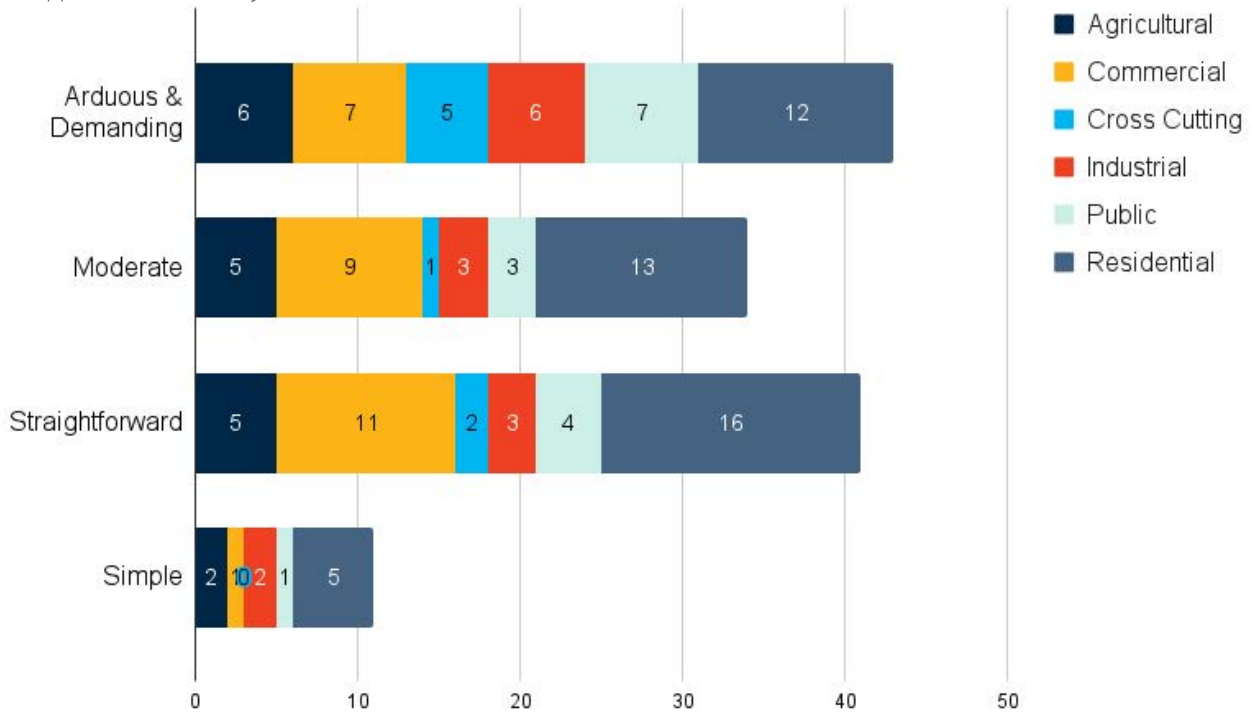


Figure 10. Application Process by Sector



- **Arduous & Demanding** refers to application processes requiring significant documentation, multiple approval steps, and extensive technical or regulatory review.
- **Moderate** indicates processes with a moderate level of documentation and some customized requirements but fewer overall steps than “Arduous & Demanding.”
- **Straightforward** describes processes that may require multiple steps but are clear, well-structured, and easy for applicants to follow without confusion.
- **Simple** refers to processes with minimal documentation needs and very few steps, typically standardized forms with limited customization.

Figure 11. Funding Sources for Programs Assessed

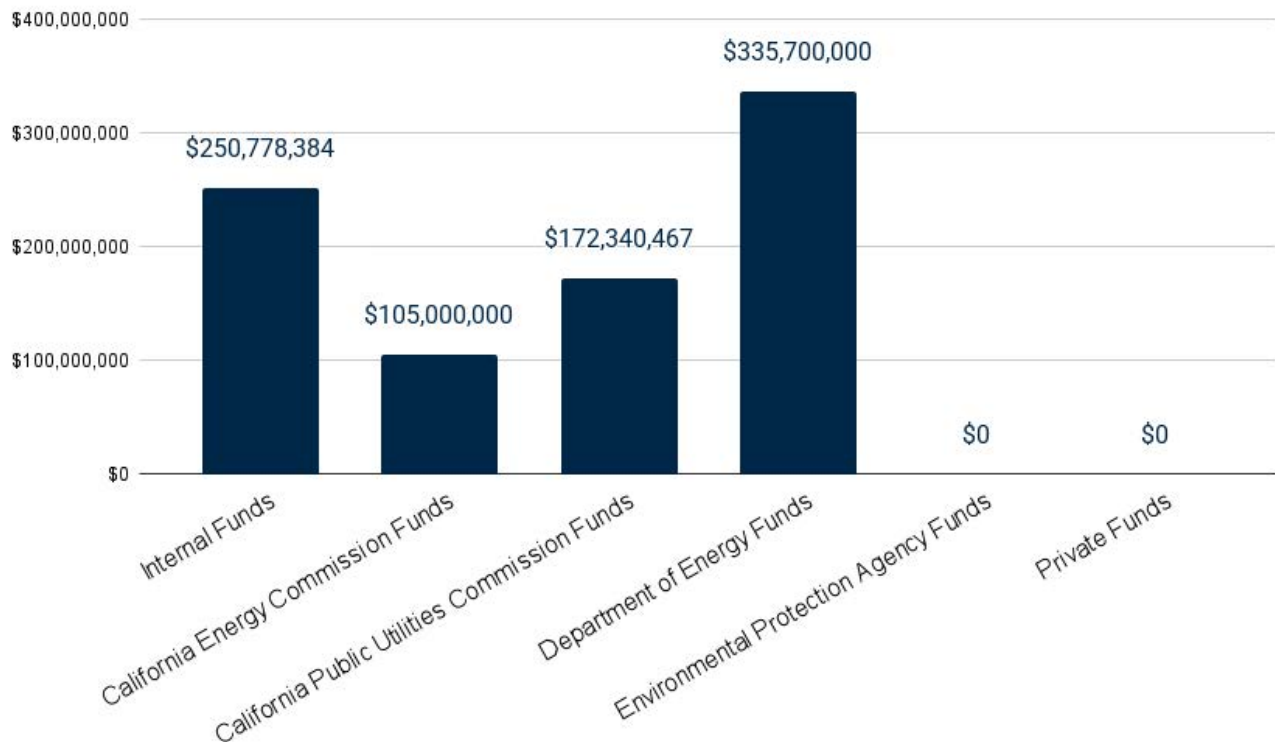
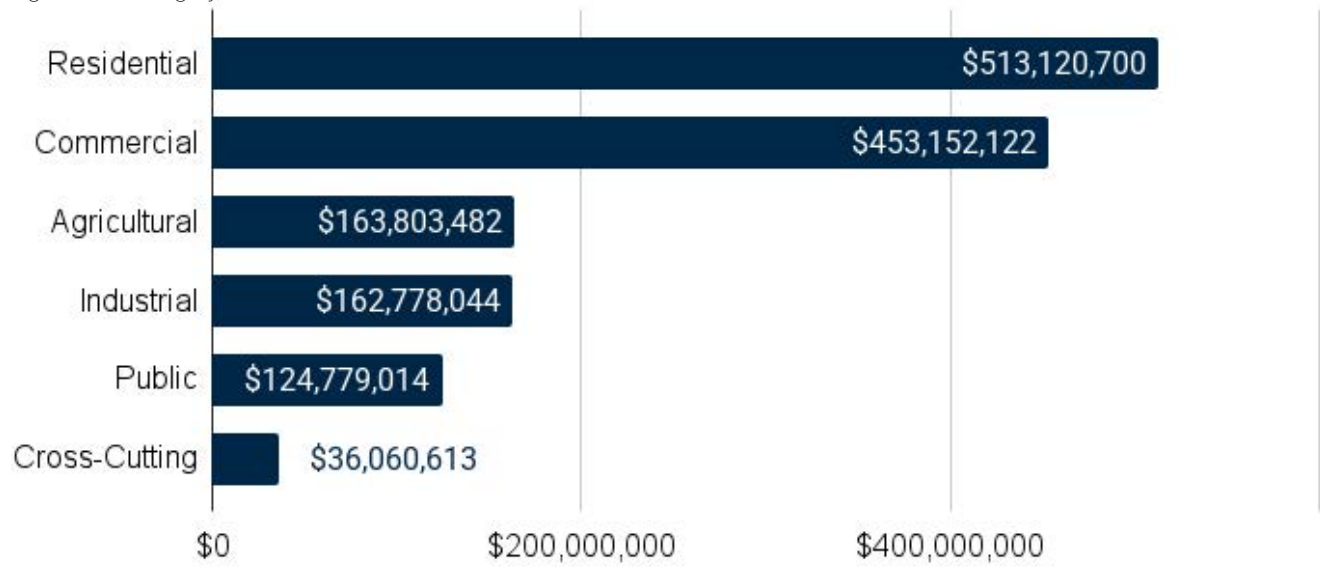


Figure 12. Funding By Sector



**ORANGE COUNTY POWER AUTHORITY**  
**Staff Report – Item 8.3**

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To: Orange County Power Authority Board of Directors

From: Steven Halligan, Regulatory and Legislative Manager  
Matt Chill, Regulatory Analyst

Approved By: Joe Mosca, Chief Executive Officer

Subject: DIABLO CANYON POWER PLANT OVERVIEW

Date: February 9, 2026

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**RECOMMENDED ACTION**

Receive and file.

**BACKGROUND**

Diablo Canyon Power Plant (DCPP), owned and operated by Pacific Gas & Electric (PG&E) and located in San Luis Obispo County, is California’s last operating nuclear power plant providing nearly 10% of all of California’s electricity. Originally scheduled to be retired in 2024/25, legislation in 2022 extended the operation of the plant until 2029/30. Due to several factors including but not limited to demand growth from data centers, electric vehicles, and decarbonization, and delays in offshore wind development, it expected that the California Legislature will introduce legislation in 2026 to once again extend DCPP.

**ANALYSIS AND DISCUSSION**

Initial Diablo Canyon Power Plant Extension - 2024/25 to 2029/30 (SB 846 and R.23-01-007)

On September 2, 2022, Governor Newsom signed Senate Bill (SB) 846 into law, which ordered the California Public Utilities Commission (CPUC) to consider whether to extend operations by up to five years through October 31, 2029 (Unit 1), and October 31, 2030 (Unit 2). After a CPUC Proceeding Rulemaking (R.) 23-01-007 which determined DCPP should continue to operate, and approval by various state and federal regulatory agencies, DCPP is now expected to continue operations through 2029 and 2030.

Future Potential Extension

Legislation to extend DCPP operations is likely to be introduced in 2026. It is important to examine the various benefits, constraints, and policy considerations of such a decision. The potential decision is inherently complex, and examination across many factors is important for OCPA to consider before taking a stance on any such legislation.

### *Affordability*

As the state grapples with energy affordability, it is paramount to consider the ratepayer cost impacts of an additional extension of DCP. To effectively accomplish this, it is recommended that the state implement a comprehensive cost benefit analysis that compares the pros and cons of extending DCP versus alternative investment pathways to meet energy demand and reliability. Notably, such an analysis should be conducted by an independent third party without ownership stake in DCP like PG&E or a vested interest in any potential alternative pathway. Currently, it is likely that DCP remains a highly cost-effective resource through 2035 or 2040; however, given the magnitude of financial, reliability, and environmental impacts that a DCP extension will yield, further economic analysis must be conducted by the state prior to making a final determination.

### *Safety*

While there are existing safety requirements and monitoring, as a condition for any further extension of DCP, the state should require a comprehensive assessment of the plant from a safety perspective by an independent auditor. As part of SB 846, the state required an update to safety analysis of DCP. A similar analysis should occur prior to any future DCP extensions, and such an assessment should require stakeholder engagement and study inputs from relevant agencies such as the California Geological Survey.

### *Reliability and Planning Purposes*

DCP is a highly unique energy resource to the state in that it provides GHG-free electricity in addition to baseload power, meaning it supplies a relatively constant and dependable flow of electricity every hour of every day of the year. Further reliability analysis will be essential to confirm this is still a critical need through a 2035 or 2040 DCP extension. However, there are expected to be huge energy demand increases through transportation, building electrification, and data center proliferation. The state may not be in a position where it can feasibly retire DCP from a reliability perspective. If the state decides to continue operations of DCP it must also include the electricity produced by DCP in all current and future planning.

### *Greenhouse Gas Reduction and Goals*

DCP provides about 10% of statewide electricity and nearly 20% of California's GHG-free energy.<sup>16</sup> During operation, DCP produces virtually no greenhouse gas emissions since the electricity generation process does not involve the combustion of fossil fuels or any other processes that otherwise result in the release of greenhouse gases.

### *Attribute and Cost Allocation Considerations*

D.23-12-036 determined that the CPUC will allocate the resource adequacy (RA) benefits of DCP to all load serving entities (LSE) in each utility's territory through a process that mirrors the Cost Allocation Mechanism (CAM) process, subject to the CPUC's jurisdiction. This process for DCP seeks to ensure that costs and benefits of DCP's extended operation flow to customers as consistently as possible. As such, both RA allocations and costs of DCP are allocated to LSEs based on their coincident peak demand. This represents the fairest allocation mechanisms, and

OCPA should advocate for a similar structure to be used going forward for additional DCPD extensions.

Prior to D.23-12-036, PG&E and SCE advocated for a far more rudimentary mechanism to be applied such that costs be allocated evenly to all LSE customers by simply dividing the annual cost of DCPD extension operations across all electricity sales in kWh. Such a mechanism is inequitable, and any argument for a similar mechanism for a future DCPD extension should be opposed by OCPA.

### *Environmental Issues*

One of the largest concerns related to DCPD and nuclear power in general is the ongoing discourse around how to handle the nuclear waste material leftover from the power generation process. After removal from the DCPD reactor, the spent nuclear fuel assemblies are covered and moved to one of the two DCPD spent fuel pools. Historically, PG&E has removed spent fuel assemblies after about ten years. After fuel assemblies are removed from the spent fuel pools, they are placed in sealed, helium-filled containers and placed into a 20-foot tall concrete-filled storage enclosure made of steel. These enclosures are placed at the Independent Spent Fuel Storage Installation (ISFSI), which is located on-site just inland from the reactors. When DCPD was built, the expectation was the U.S. government would create a federal repository for all spent nuclear fuel associated with domestic nuclear power generation. However, despite approval of plans for this repository at Yucca Mountain as far back as 2002, development is completely stagnant and funding has not been allocated to process the license application by the NRC.<sup>18</sup> Regardless of whether DCPD operations are extended beyond 2030, spent nuclear fuel assemblies will remain on-site at DCPD until the U.S. implements a long-term nuclear waste management plan. It is possible this remains the storage location for this spent nuclear waste for many years or even decades.

One of the other primary environmental concerns is DCPD's impact on marine species. DCPD uses a once-through cooling system which withdraws ~2.5 billion gallons/day of seawater and discharges it back to the ocean at higher temperatures. This thermal discharge has impacts on marine species composition and migration patterns, and the withdrawing of ocean water results in the mortality of about 1.5 billion fish larvae per year.<sup>23</sup> Diablo Canyon is adjacent to Point Buchon State Marine Reserve, which further increases ecological sensitivity for important species to the habitat.<sup>24</sup>

The state of California, NRC, and other governing bodies must fully analyze the economic damages associated with the environmental impacts that would occur due to potential extended operations for DCPD. These costs should be reflected in any cost-benefit analysis that occurs when considering the alternatives to another DCPD extension.

### *Next Steps*

The potential extension of Diablo Canyon Power Plant operations beyond 2029/2030 is a consequential policy issue for OCPA and its customers due to the plant's significant role in statewide reliability, greenhouse gas-free energy production, and ratepayer cost allocation. As a load-serving entity, OCPA would be directly impacted by any future legislative or regulatory

decision related to DCPD through changes to resource adequacy requirements, cost allocation mechanisms, long-term planning assumptions, and potential rate impacts for customers.

For OCPA customers, the outcome of future DCPD-related decisions could have meaningful implications for electricity affordability, reliability, and progress toward the state’s clean energy and greenhouse gas reduction goals. While DCPD provides a large volume of GHG-free, baseload electricity, any additional extension would also carry cost, safety, environmental, and long-term waste management considerations that must be carefully evaluated. Many of these impacts—and how they ultimately affect OCPA customers—will depend on the specific details of future legislation, subsequent CPUC implementation, and the structure of cost and attribute allocation adopted by the state.

At this time, significant uncertainty remains. While legislation to extend DCPD operations is expected to be introduced as early as 2026, the scope, duration, conditions, and financial structure of any proposed extension are not yet known. If legislation is enacted, it is anticipated that one or more CPUC regulatory proceedings would follow to implement statutory direction, including but not limited to cost recovery, resource adequacy treatment, planning assumptions, and allocation of costs and benefits across load-serving entities. Additional reviews and approvals by state agencies would also be required.

Given this evolving landscape, staff will continue to monitor legislative activity, engage in relevant CPUC proceedings, and coordinate with CalCCA and other stakeholders to advocate for outcomes that protect OCPA customers. Key priorities will include ensuring fair and equitable cost allocation, transparency in affordability impacts, rigorous independent safety and environmental review, and alignment with California’s long-term clean energy and reliability objectives.

Staff anticipates returning to the Board at future points to provide updates as legislation is introduced, regulatory proceedings commence, or material new information becomes available. This approach will allow OCPA to remain informed, engaged, and flexible as the state evaluates potential paths forward for Diablo Canyon, while ensuring that the interests of OCPA customers remain central to any future policy decisions.

## **FISCAL IMPACT**

None

## **ATTACHMENTS**

None

**ORANGE COUNTY POWER AUTHORITY**  
**Staff Report – Item 8.4**

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To: Orange County Power Authority Board of Directors

From: Lisette Chel Walker, Interim Board Clerk

Approved by: Joe Mosca, Chief Executive Officer

Subject: APPOINTMENT OF BOARD DIRECTORS TO STANDING COMMITTEES

Date: February 9, 2026

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**RECOMMENDED ACTION**

Consideration of appointments to the Marketing & Communications Committee and the Legislative & Regulatory Committee for 2026.

**BACKGROUND**

During the January 12, 2026 regular meeting of the Orange County Power Authority (OCPA) Board of Directors, the Board voted to re-appoint the chair, vice chair, and committee appointments consistent with 2025. Following the January regular meeting, the City of Irvine City Council voted to change its representatives at their January 13, 2026 council meeting, removing Director William Go (who is now an assigned alternate) and adding Director Kathleen Treseder (a returning Board member). As a result, staff are returning the appointment of the committee representatives for additional consideration.

In accordance with the adopted OCPA Bylaws, Article VII, Board Committees, Section 3, provides that the Chair may 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 8.5**

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To: Orange County Power Authority Board of Directors

From: Fred Jung, Director

Received by: Joe Mosca, Chief Executive Officer on January 5, 2026

Subject: BOARD OF DIRECTORS MILEAGE REIMBURSEMENT DISCUSSION

Date: February 9, 2026

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**RECOMMENDED ACTION(S)**

Discuss and provide direction to staff.

**BACKGROUND**

A board member has requested consideration of mileage reimbursement for board members attending Orange County Power Authority-related meetings and events.

**DISCUSSION/ANALYSIS**

Mileage reimbursement policies for board members vary across local agencies, Joint Powers Authorities (JPAs), and Community Choice Aggregators (CCAs).

Public agencies use mileage reimbursement or stipend policies to address personal travel costs for Board members when participating in agency-related meetings, events, and regional activities. These policies are intended to reduce barriers to full engagement in governance activities, especially when agencies operate across multiple jurisdictions or require attendance at regional forums, partner agency meetings, or public events.

**FISCAL IMPACT**

None.

**ATTACHMENT(S)**

None.

**ORANGE COUNTY POWER AUTHORITY**  
**Staff Report – Item 8.6**

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To: Orange County Power Authority Board of Directors

From: James Mai, Vice Chair of the OCPA Board of Directors

Received by: Joe Mosca, Chief Executive Officer on January 29, 2026

Subject: FORMATION OF AN AD HOC COMMITTEE ON JOINT POWERS AGREEMENT AMENDMENTS

Date: February 9, 2026

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**RECOMMENDED ACTION**

Discuss and provide direction to staff.

**BACKGROUND**

This item, initiated by Vice Chair James Mai, requests that the Board direct the formation of an Ad Hoc Committee to recommend amendments to the OCPA JPA Agreement. One specific amendment Vice Chair Mai wishes to consider is extending the period during which the City of Irvine maintains two seats on the Board. Currently, the City of Irvine has two Board members, a provision tied to the Irvine Capital Loan. That loan is scheduled to be repaid in full by the end of this year. Upon full repayment, the JPA Agreement requires the City of Irvine to reduce its representation to one Board seat.

The proposed Ad Hoc Committee would serve as an omnibus committee to facilitate the review and development of all necessary amendments to the JPA Agreement. The committee would report on its activities and progress at each Board meeting and is expected to deliver its recommendations no later than the middle of the third quarter of 2026. This timeline would allow the Board adequate time to consider the recommendations and enable OCPA staff to complete the required processes to amend the JPA Agreement and submit the amendment before the end of 2026.

**FISCAL IMPACT**

None.

**ATTACHMENTS**

None.

**ORANGE COUNTY POWER AUTHORITY**  
**Staff Report – Item 9**

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To: Orange County Power Authority Board of Directors

From: Joe Mosca, Chief Executive Officer

Subject: CHIEF EXECUTIVE OFFICER’S REPORT

Date: February 9, 2026

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**Green Prepayment Bonds**

On October 13, 2025, the Board authorized staff to continue evaluating and preparing for a potential Green Prepayment Bond transaction, including engaging PFM as municipal advisor and Chapman and Cutler (Chapman) as prepay and disclosure counsel. Consistent with that direction, staff issued a Request for Proposals on October 23, 2025, to select a prepay counterparty. Five proposals were received by the November 7 deadline, and a structured evaluation panel review was conducted on November 18. Based on demonstrated experience in the CCA prepayment market, competitive pricing, market reach, and familiarity with OCPA’s operations, Morgan Stanley & Co. LLC was selected as OCPA’s preferred prepayment counterparty. Transaction structuring and documentation began in early December 2025.

Since the selection, the staff and the transaction team, including PFM, Chapman, Morgan Stanley, and CCCFA as the conduit issuer, have advanced transaction structuring, documentation, and scheduling, with draft documents circulated and coordinated across parties. On December 8, 2025, the Board approved OCPA’s associate membership in CCCFA and authorized CCCFA to serve as the bond issuer for a potential 30-year, non-recourse energy prepayment transaction. Based on updated timing identified during the December 5 kickoff meeting, CCCFA also engaged Orrick, Herrington & Sutcliffe LLP as tax and bond counsel earlier than previously anticipated to support preparation of substantially final or “form of” transaction documents for Board consideration on January 12, 2026.

On January 12, 2026, the Board approved substantially final or “form of” transaction documents and the go-forward thresholds that must be met before the transaction may proceed. These thresholds include a maximum transaction size of \$1.1 billion, a minimum Prepaid Discount of at least 8% for the initial period, and a total cost of issuance cap of 1.00% of bond proceeds. The bonds will be structured as limited obligations of CCCFA and will not constitute obligations of OCPA. The Board also authorized the CEO to negotiate, approve, and execute agreements, directly or through CCCFA, with identified service providers and any additional or miscellaneous service providers necessary to complete the transaction, subject to the 1.00% cost-of-issuance cap. On January 22, 2026, the CCCFA Board unanimously approved OCPA’s associate membership.

The target remains to price and close the transaction in the first quarter of 2026, subject to market conditions. This phased approach maintains Board oversight while allowing time for document review, CCCFA coordination, and market preparation, with the objective of maximizing long-term customer savings while maintaining appropriate financial and operational protections.

### **2026 OCPA Strategic Planning Workshop – March 18, 2026**

Planning for this year’s annual OCPA strategic planning workshop is underway. The process began last year, when the OCPA team met during our year-end team-building and planning session to discuss goals and objectives for the upcoming fiscal year. That work will result in a draft update to the strategic plan, which will be shared at the workshop as a starting point for our discussions.

We have now confirmed the date and time for the workshop, which has been shared with you and added to your calendar. We are currently working to secure a location and plan to hold the session outside of the OCPA office in a setting that encourages a less formal atmosphere, creativity, and long-range thinking.

Please let me know if you have any ideas, priorities, or suggestions you would like us to consider for the workshop agenda. We look forward to your input and a productive discussion.

### **Stipend Adjustment as of January 2026**

According to the OCPA JPA Agreement and [Policy 005](#), the stipend paid to OCPA Board Members is linked to the compensation established by the OC Sanitation District. As of January 2026, the OC Sanitation District stipend has increased from \$315.00 per meeting to \$330.75 per meeting. OCPA staff will implement this change immediately.

### **2026 CalCCA Conference – Save the Date & Call for RSVPs**

Registration for this year’s 2026 CalCCA Conference is now open. The conference will take place from Tuesday, May 12, to Thursday, May 14, at the SAFE Credit Union Convention Center in Sacramento. Please confirm with Saul Viramontes or me if you can attend. This year's conference is particularly special, as it marks the 10th anniversary of CalCCA's founding.

## **Communications & External Affairs Updates**

### Communications

- Thank you to the Board for your feedback and further direction on our Communications & Engagement Plan regarding OCPA locking its 2025 rates for 2026. Many updates have been made, or are in production, including to the plan comparison that will be added to the Residential Rates landing page, the CEO Blog post that will be included in the OCPA Newsletter and added to the OCPA website, the stakeholder one-sheet for your use in conversations with city representatives, and the explainer video that will be posted to

social media and on the OCPA YouTube page. More details will follow promptly to keep you apprised of our progress.

- [U.S. News Express](#) picked up our release announcing the reappointment of the OCPA Chair and Vice Chair.
- Our online Newsroom added two releases this week: [Orange County Power Authority Maintains Rates For 2026](#) and [Orange County Power Authority Announces 2026 Board Chair and Vice Chair](#).
- We are hosting our second [Picturing a Better Tomorrow](#) art contest. It is open to students in grades TK-6 who reside in or attend a school or after-school program in one of OCPA's member cities, including Fountain Valley. Details and the entry form are available through the link.

### Community Engagement & External Affairs

- Staff attended the kick-off for Sustain OC Foundation's Sustainable Campus Challenge, which OCPA is sponsoring. High school student groups from across Orange County are working on projects that audit their campuses to identify concerns and solutions in areas such as energy use. We spoke with students from Corona Del Mar, Laguna Beach, Fullerton, Cypress, and Capistrano Valley. We also connected with other groups involved in the program, including Waste Management, The City of Irvine, UCI Sustainable Innovation, The Energy Coalition's "Energy is Everything" program, and the City of Costa Mesa.
- The Customer Programs team is working with the City of Irvine on their Electrification 101 workshop that will be hosted on April 2. OCPA will have 10 minutes to share an update on the latest programs that support electrification, including the upcoming Direct-to-Resident program and customer tools such as the Incentive Finder and OCPA Marketplace.
- OCPA recently hosted its second Environmental Roundtable, which was a resounding success. Approximately 30 attendees from various generations, backgrounds, and cities across the country participated. During the event, OCPA provided a progress update, an overview of the 2026 rate stabilization plan, and shared updates from regulatory and legislative developments. Attendees also discussed their priorities for 2026, which included home electrification, transportation decarbonization, and the promotion of renewable energy.
- Staff attended an event hosted by OC Grantmakers called "Beyond the Headlines: Sustaining Local News in Times of Change." The event included local and regional media personnel from Orange County, San Diego, and LA. Much of the discussion centered on the budget cuts to reporting and the importance of non-profit and CBO involvement to help bolster local, responsible reporting. Orange County representation included LAist, Voice of OC, and OC Register. We are following up with LAist in hopes of connecting to deepen that relationship, which we've been working on for years.
- We were also present at the Arab American Business Chamber's (AABC) monthly business mixer in Irvine. We will follow up to schedule a presentation with the Chamber.
- Staff tabled at the Black Chamber of Commerce Future Leaders Forum, where OCPA made connections with numerous organizations, including the UCI Office of Inclusive Excellence and the outreach team for the California Attorney General.

- OCPA attended the Be Prepared OC Summit hosted by the United Way and 211 Orange County. We connected with the OC Chapter of the American Red Cross, and they shared the organization's commitment to ESG, having developed a robust ESG report, which includes mention of increased disasters due to carbon emissions. We requested a copy.
- Staff participated in the planning lunch in Fountain Valley for "OC Around the Table," a regional community event set for September 27th. The event aims to break the Guinness World Record for the largest community potluck while promoting unity and diversity across Orange County. Being at the table during early planning allowed OCPA to engage with civic leaders in a collaborative setting.
- We also attended the ACC-OC Annual Board Installation Dinner in Los Alamitos to engage with elected officials from across Orange County.

### Customer Programs

- Community Power Plan: The Community Power Plan is now complete, with the final touches being put on the landing page for the OCPA website, and other loose ends being tied up.
  - Community Power Plan pilot program: We are working on a direct-to-renter program that offers quick, plug-in electric replacements for gas equipment that do not require landlord approval. The aim is not only to help customers electrify, but also for these appliances to save customers money on running central heating and air conditioning. We are striving for the launch of the new program in March.
- Equitable Building Decarbonization Direct Install Grant: LA County is working through the CEC to get approval for the formal launch of the program.
- Energy Efficiency Kits: Of the original 1,500 inventory, we have 10 kits remaining. Of the kits received by customers, 60% were ordered by CARE/FERA customers. The program has closed in the Marketplace, but customers can complete the [form linked on the OCPA website](#) to receive the few remaining kits.
- Residential Battery Rebate Program: To date, 48 applications have been approved for this program, and 12 rebates have been processed.
- Calpine Community Benefits Grant: Awardees have been notified, and contracts have been sent out for signature. Once the paperwork is processed, we look forward to sharing the funded projects with the Board.
- Clean Energy Access Program: COMING SOON! We are introducing a rate-based program that allows income-qualified customers to receive 100% renewable energy at a 20% discount on their bills. This initiative significantly benefits customers who need financial support the most.
- Green Discount Program: COMING SOON! We are excited to announce a new program designed to assist those in need of financial support for their electric bills. This program is available to all residential customers as an opt-down opportunity. It allows customers to receive up to 40% GHG-free electricity at a 1% discount to SCE's equivalent generation rate. Income-qualified customers, such as those enrolled in the CARE or FERA programs, will be given priority.

## Human Resources Updates

### Recruitment

- Board Clerk & Executive Assistant to the CEO: Recruitment remains underway. Phone interviews have concluded, and first-round panel interviews have begun and will continue into next week.
- Internships: Recruitment for the Regulatory and Legislative Intern position is anticipated to open soon.
- External Affairs Manager: The position remains open, with first-round panel interviews continuing in the coming weeks.
- Data Analyst: Recruitment for this role is anticipated later this quarter.

### Events & Stakeholder Outreach

The OCPA team has attended the following events and community meetings since our last Board meeting.

City	Event & Meetings	Date	Time
Irvine	Future Leaders Conference	Thursday, January 15, 2026	11:00 AM - 1:30 PM
Orange County	Board of Directors Installation & Networking Reception	Thursday, January 15, 2026	5:30 PM - 7:30 PM
Orange County	OC Iranian Chamber New Year Mixer	Thursday, January 15, 2026	6:00 PM - 8:00 PM
Orange County	Beyond The Headlines - Workshop/Networking	Tuesday, January 20, 2026	9:00 AM - 12:00 PM
Irvine	Greater Irvine Chamber of Commerce - Annual Members Meeting	Wednesday, January 21, 2026	8:30 AM - 10:00 AM
Irvine	OCPA Environmental Roundtable	Thursday, January 22, 2026	4:00 PM - 6:00 PM
Irvine	Business Lunch & Learn	Thursday, January 22, 2026	11:30 AM - 1:30 PM
Orange County	Coffee Conversations with CA State Senator Tony Strickland	Friday, January 23, 2026	8:30 AM - 10:00 PM
Orange County	The Centennial Gala	Saturday, January 24, 2026	5:30 PM - 8:30 PM
Orange County	Sustainable Campus Challenge Kick-Off	Tuesday, January 27, 2026	4:00 PM - 6:00 PM
Irvine	Fundraiser Gala	Thursday, February 5, 2026	5:00 PM - 8:00 PM
Santa Ana	Mayor's Prayer Breakfast	Thursday, February 5, 2026	n/a
Irvine	Irvine Lunar New Year Event	Saturday, February 7, 2026	11:00 AM - 4:00 PM
Fountain Valley	Lunar New Year Festival	Saturday, February 7, 2026	10:00 AM - 1:00 PM

We are looking forward to many opportunities to engage with the community and key stakeholders, including:

<b>City</b>	<b>Event &amp; Meetings</b>	<b>Date</b>	<b>Time</b>
Irvine	Sustainability Commission	Wednesday, February 11, 2026	4:00 PM - 5:30 PM
Buena Park	Buena Park Collaborative	Thursday, February 12, 2026	10:00 AM - 12:00 PM
Fountain Valley	Mayor's Breakfast	Wednesday, February 18, 2026	8:00 AM - 9:00 AM
Irvine	ABAOC Lunar New Year Luncheon	Thursday, February 19, 2026	11:30 AM - 1:00 PM
Irvine	Regional Readiness & Resilience	Thursday, February 19, 2026	1:00 PM - 7:00 PM
Orange County	2026 Annual Dinner & Installation of the Board of Directors	Thursday, February 26, 2026	5:00 PM - 8:00 PM
Irvine	Business Mixer: Orange County Power Authority	Thursday, February 26, 2026	5:00 PM - 7:00 PM
Irvine	Women of the Year Event	Thursday, March 5, 2026	5:00 PM - 6:30 PM
Fountain Valley	2026 Fountain Valley State of the City	Thursday, March 5, 2026	n/a

**Attachments:**

Attachment A – Non-Power Supply Contracts In Excess of \$50,000 to Under \$100,000

Orange County Power Authority

Non Power Supply Contracts In Excess of \$50,000 to Under \$100,000

Item No	Vendor	Term	Contract Amount	Brief Service Description	Remark