

AGENDA

**ORANGE COUNTY POWER AUTHORITY
MEETING OF THE BOARD OF DIRECTORS**

**Tuesday, October 25, 2022
10:00 a.m.**

This meeting will proceed as a teleconference meeting in compliance with waivers to certain provisions of the Ralph M. Brown Act provided for under California Government Code section 54953(e)(1)(A) in relation to the Covid-19 state of emergency and recommended social distancing measures. There will be no location for in-person attendance. The Orange County Power Authority is providing alternatives to in-person attendance for viewing and participating in the meeting. Further details are below.

Note: Any member of the public may provide comments to the Orange County Power Authority Board of Directors on the closed session prior to Item 4, on any open session agenda items by requesting to speak during Item 5, or on any matter not appearing on the agenda but within the jurisdiction of the Board by requesting to speak during Item 6. 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, join the Zoom meeting by computer, mobile phone, or dial-in number. Before or during Items 4, 5, and 6 (for providing comments on closed session items, open session agenda items, and non-agenda items, respectively), 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 through Zoom video conference or telephonically. 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. If you have anything that you wish to be distributed to the Board, please provide it via comments@ocpower.org, who will distribute the information to the Members.

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: 845 1934 9592

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL**
4. **CLOSED SESSION**

Prior to entering closed session, the Board will provide an opportunity for members of the public to provide public comment regarding the closed session item(s).

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

Pursuant to Government Code Section 54956.9(d)(2): Significant exposure to litigation
One (1) potential case

2. **PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE**

Pursuant to Government Code Section 54957(b)(1)

3. **PUBLIC EMPLOYEE APPOINTMENT**

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

5. **PUBLIC COMMENTS ON AGENDA ITEMS**

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

6. **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.

7. **DIRECTOR ANNOUNCEMENTS**

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

8. **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.

9. **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. FINDINGS NECESSARY FOR REMOTE PARTICIPATION IN PUBLIC MEETINGS

Recommended Action:

Declare that the findings made in Resolution No. 2022-02, “Resolution of the Orange County Board of Directors Making Findings Necessary for Remote Participation in Public Meetings” remain valid and applicable, so as to allow remote participation in public meetings for the next 30 days.

2. MINUTES FOR THE REGULAR BOARD MEETING OF SEPTEMBER 6, 2022

Recommended Action:

Approve as submitted

3. TREASURER’S REPORT – FISCAL YEAR ENDED JULY 31, 2022

Recommended Action:

Receive and file

4. NET ENERGY METERING PROGRAM DESIGN

Recommended Action:

Adopt Policy No. 013 Orange County Power Authority’s Net Energy Metering Program Policy

5. SOCIAL MEDIA POLICY

Recommended Action:

Adopt Policy No. 014 Orange County Power Authority’s Social Media Policy

6. AUTHORIZE CHIEF EXECUTIVE OFFICER TO NEGOTIATE AND EXECUTE ONGOING AGREEMENTS FOR CONTINUING OCCUPANCY OF OFFICE SPACE WITH INDUSTRIOUS SUCH THAT NO INDIVIDUAL TERM EXCEEDS TWELVE MONTHS AND \$208,000

Recommended Action:

Authorize Chief Executive Officer to negotiate and execute ongoing agreements for continuing occupancy of office space with Industrious such that no individual term exceeds twelve months and \$208,000.

7. CUSTOMER MARKETING AND PUBLIC INFORMATION RECAP

Recommended Action:

Receive and file

10. 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. APPROVAL OF SECOND AMENDMENT TO OCPA JOINT POWERS AGREEMENT

Recommended Action:

Approve Second Amendment to OCPA Joint Powers Agreement.

2. RESOLUTION APPROVING OCPA'S 2022 INTEGRATED RESOURCE PLAN

Recommended Action:

Adopt a Resolution approving OCPA's 2022 Integrated Resource Plan and authorize the Chief Executive Officer to make any necessary changes to ensure compliance with California Public Utilities Commission's requirements and guidance for submission by November 1, 2022.

3. REAFFIRM OCPA RATE DESIGN AND CONTINUE TO MAINTAIN RATE PARITY WITH SCE FOR OCPA BASIC CHOICE CUSTOMERS

Recommended Action:

1. Reaffirm OCPA rate design adopted January 11, 2022, such that OCPA's Basic Choice rates are set at parity to Southern California Edison rates, Smart Choice rates are set at 1.0 cent per kWh greater than Basic Choice rates, and 100% Renewable Choice rates are set at 1.5 cents per kWh greater than Basic Choice rates.

2. Approve rate parity changes set forth in Attachments A and B, effective October 1, 2022.

11. ADJOURNMENT

Compliance with the Americans with Disabilities Act

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

Availability of Board Documents

Copies of the agenda and agenda packet are available at www.ocpower.org. Late-arriving documents related to a Board meeting item which are distributed to a majority of the Board prior to or during the Board meeting are available for public review as required by law. Late-arriving documents received during the meeting are available for review by making a verbal request to the Board Secretary in the Zoom meeting room.

ORANGE COUNTY POWER AUTHORITY
Staff Report – Item 8

To: Orange County Power Authority Board of Directors

From: Brian Probolsky, Chief Executive Officer

Subject: CEO’s Report

Date: October 25, 2022

OCPA Phase 2 Enrollment (Residential) and ongoing Net Energy Metering Enrollments

OCPA has successfully enrolled over 135,000 eligible residential customers through October 19, 2022 with tens of thousands additional customers being added every day. This includes residents in Irvine, Buena Park, Fullerton, and Huntington Beach. October 2022 also included the first batch of residential Net-Energy-Metering (NEM) customers, with additional NEM customers being enrolled every other month based on their “true up” date with SCE. This allows these customers to enjoy the full benefit of their NEM program. OCPA will continue to enroll residential NEM customers through August 2023.

October 2022 also included the fourth phase of commercial NEM customers. Commercial NEM customers are also being enrolled every other month based on their “true up” date. Commercial NEM enrollments will continue through February 2023.

OCPA offers many benefits to NEM customers such as in a 10% increase in SCE’s Net Surplus Compensation (NSC) rate, a true up month in April, and monthly billing instead of annual. NEM customers are encouraged to visit <http://www.ocpower.org/nem> to learn more about the benefits OCPA offers to NEM customers.

September Heatwave Event Update

September 1 through September 9 marked one of the longest and most intense heatwaves in California history. The California Independent System Operator (CAISO) set a single day record for energy demand of over 52,000 megawatts – 55% higher than average September peak demand. California was able to avoid rolling blackouts due to steps taken to prepare for extreme heat weather events and collaboration at the state and local levels.

OCPA utilized its social media channels, such as Facebook and Instagram to share information about how to prepare for extreme heat events. CAISO and the Governor’s office led twice-daily calls with all Load Sharing Entities (LSEs), such as OCPA. Coordinated, innovative messaging helped Californians curb their use. California used its emergency alert system for the first time for an extreme heat weather event. Energy used dipped 2,000 megawatts within an hour.

OCPA was well positioned for the heatwave, but the financial impacts will not be known until December.

Recruiting Update

Several recruitments are underway. Details are posted on the OCPA website as well as other appropriate online venues.

Board Clerk / Assistant to the CEO – Interviews have been scheduled and we expect to have a candidate selected in November.

Data Analyst – Interviews have been scheduled and we expect to have a candidate selected in November.

Power Resources Director – Recruitment is ongoing. A recent review of applicants warrants a fresh round of interviews which are tentatively scheduled for the first week of November.

Events and Conferences

On September 21, 2022 I participated on a panel titled “On the Map: Modeling Resources to Accelerate Carbon Reduction” at the largest solar conference in the US called RE+ held in Anaheim California. The conference featured engaging sessions, expert plenaries and keynotes, and new innovative activities to help climate and energy leaders and practitioners connect to learn about innovative projects and strategies, share best practices, and troubleshoot challenges.

On September 21 and 22 staff attended the 13th Annual California Climate and Energy Forum in San Diego, CA. This event brought together several hundred local government staff, elected officials, and community organizations, so they could collaborate and learn from each other in their efforts to advance fair and equitable climate change and energy practices.

On September 24, 2022 I attended the CalCCA event in San Francisco to celebrate the 20th anniversary of the passage of AB 117 which allowed for the creation of CCAs. Community Advisory Committee (CAC) member Mohammed Alrai attended to represent the CAC. To see a video about the history of CCA’s in California visit:

https://www.youtube.com/watch?v=IoBSjlYxwck&ab_channel=CaliforniaCommunityChoiceAssociation

On October 13 and 14 I attended the annual CalCCA Board of Directors retreat held in Los Angeles at the Clean Power Alliance (CPA) headquarters. This was a great opportunity to meet all of the other CCA CEO’s and discuss a wide range of topics facing CCA’s.

Legislative Update

OCPA staff continue to monitor developments with the passage of the Inflation Reduction Act (IRA) and the California state budget. These two pieces of legislation provide unprecedented amounts of funding for clean energy and climate related projects. The funding will come in many forms such as grants, tax credits, direct rebates, and more and will be coming from and available from a wide variety of organizations.

The IRA includes \$369 billion allocated toward clean energy and climate related projects. \$43 Billion of that is earmarked for funded federal grant, rebate, and loan programs available to Energy Efficiency (EE), Distributed Energy Resources (DER), and electric vehicle (EV) programs. Most of the new or increased tax credits and deductions included in the IRA will take effect beginning January 1, 2023. Grants, loans and rebate programs are expected to become available in Q4 2023.

Tax credits and deductions include: Overhauls new EV tax credit and eliminates large manufacturer phase out, create new tax credit for used passenger EV's and for commercial EVs, increases maximum tax credit for EV charging infrastructure to \$100k and makes bi-directional infrastructure eligible, increases homeowner EE upgrade tax credit to \$1,200, additional \$2,000 tax credit for efficient heat pumps, increases maximum tax credit for new efficient homes to \$5,000, and increase commercial EE retrofit tax deduction from \$1.80/sq. ft to \$5/sq. ft., and extends tax credits for small-scale renewable generation.

Grant, loan and rebates include: \$1 billion allocated to EPA to administer to states, local government, tribal government, and school transportation associations to replace heavy duty vehicles, \$4.3B allocated to DOE and state energy office for whole home rebates, \$1B allocated to HUD for affordable housing clean energy/water projects, \$1B allocated to DOE and state/local governments for advanced building codes, \$1B to USDA for Rural Energy for America for EE and renewable energy improvements, and \$4.3B allocated to DOE for residential electrification rebate programs.

Attachment

Non Power Supply Contracts in Excess of \$50,000 to Under \$125,000

Orange County Power Authority
Non Power Supply Contracts In Excess of \$50,000 to Under \$125,000

Item No	Vendor	Term	Contract Amount	Brief Service Description	Remark
1	GDS Associates	10/1/2021-9/30/2022	\$ 100,000	Amended Implementation Plan and RPS Compliance Related Technical Consulting Tasks	
2	Golden Communications	5/3/2021-6/30/2023	\$ 50,000	Digital Services - Strategic Marketing, Branding, Communications, and Public Education and Outreach Campaign/Program, Website Development Svc	
3	Industrious (Hana)	2/9/2021-2/28/2022	See Remark	Office Rental (Suite T8) - Smaller Open Office Space w/ No Private Offices	Security deposit \$4,815. Rent from 2/2021-7/2021 \$3,395/month. Rent from 8/2021-2/2022 \$3,710/month.
4	Industrious (Hana)	2/2/2022-8/31/2022	See Remark	Office Rental (Suite T17) - Larger Open Office Space w/ 2 Private Offices	Security deposit increased to \$18,000. Rent from 2/2022-8/2022 \$12k/month.
5	Industrious (Hana)	Starting 9/1/2022	See Remark	Office Rental (Suite T17) - Larger Open Office Space w/ 2 Private Offices	Changed to Month to month lease. Rent \$12k/month with one month termination option.
6	Management Partners	7/1/2021-12/31/2021	\$ 25,000	HR Consulting and Board Clerk Support	
7	Management Partners	7/1/2021-6/30/2022	\$ 100,000	HR Consulting and Board Clerk Support	Amendments to extend the term to 6/30/2022 and increase the contract amount to \$100k
8	Method Technologies	3/1/2021-2/28/2022	\$ 25,000	IT Support	Initial Term (1 Year)
9	Method Technologies	3/1/2022-2/28/2023	\$ 25,000	IT Support	Renewal Term (1 Year)
10	NewGen Strategies & Solutions	10/20/2021-6/30/2022	\$ 123,135	Rate Strategies, Budget Modeling, Account Services Data Analysis, and FP&A Services	
11	NewGen Strategies & Solutions	7/1/2022-6/30/2023	\$ 121,525	Rate Strategies and Budget Modeling and FP&A Services	
12	Pisenti & Brinker	See Remark	See Remark	Annual Financial Audit from FY21/22 to FY23/24	Amendment to extend the terms through the issuance of the final audit report for FY23/24 and increase the contract amount to \$79,400 (FY21/22 \$21k. FY22/23 \$29k. FY23/24 \$29.4k).
13	Reveille	4/22/2021-10/31/2021	\$ 50,000	Strategic Marketing and Branding Material, PR and Social Media Support	
14	Reveille	4/22/2021-6/30/2022	\$ 125,000	Strategic Marketing and Branding Material, PR and Social Media Support	Amendment to extend the term to 6/30/2022 and increase the contract amount to \$125k
15	Southern California Edison	See Remark	See Remark	CCA Service Agreement	Contract term from 3/28/2021 to CCA termination date. Billing provided by SCE is set forth in SCE's community choice aggregation tariff, as stated in SCE's Electric Rule 23 and SCE's rate schedules.
16	The Energy Coalition	5/1/2021-10/31/2021	\$ 50,000	Development of Energy Efficiency Program Proposal to CPUC	
17	The Energy Coalition	5/1/2021-6/30/2022	\$ 99,000	Development of Energy Efficiency Program Proposal to CPUC	Amendment to extend the term to 6/30/2022 and increase the contract amount to \$99k
18	The Energy Coalition	5/1/2021-6/30/2023	\$ 99,000	Development of Energy Efficiency Program Proposal to CPUC	Amendment to extend the term to 6/30/2023
19	Zodiac Solutions	5/1/2021-10/31/2021	\$ 50,000	Project Management - Strategic Marketing, Branding, Communications, and Public Education and Outreach Campaign/Program	
20	Zodiac Solutions	5/1/2021-6/30/2022	\$ 125,000	Project Management - Strategic Marketing, Branding, Communications, and Public Education and Outreach Campaign/Program	Amendment to extend the term to 6/30/2022 and increase the contract amount to \$125k

ORANGE COUNTY POWER AUTHORITY
Staff Report – Item 9.1

To: Orange County Power Authority Board of Directors

From: Ryan Baron, General Counsel

Subject: Findings Necessary For Remote Participation in Public Meetings

Date: October 25, 2022

RECOMMENDED ACTION

Declare that the findings made in Resolution No. 2022-02, “Resolution of the Orange County Board of Directors Making Findings Necessary for Remote Participation in Public Meetings” remain valid and applicable, so as to allow remote participation in public meetings for the next 30 days.

BACKGROUND

AB 361 allows public agencies to hold fully or partially virtual meetings under certain circumstances, without being required to follow certain standard Ralph M. Brown Act teleconferencing requirements.

Under AB 361, a legislative body holding virtual meetings pursuant to AB 361 must make certain findings at least every thirty (30) days. Specifically, the legislative body must find that it has reconsidered the circumstances of the state of emergency and either of the following: (1) state or local officials continue to impose or recommend measures to promote social distancing, or (2) as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

Based on current COVID-19-related circumstances, the Board can continue to make the required findings. Staff therefore recommends that the Board of Directors declare that the findings made in Resolution 2022-02 remain valid and applicable, so as to allow the Board of Directors and its subordinate legislative bodies to continue to exercise remote participation options under AB 361.

FISCAL IMPACT

There is no fiscal impact.

ATTACHMENT

Resolution No. 2022-02 a Resolution of the Orange County Board of Directors Making Findings Necessary for Remote Participation in Public Meetings.

RESOLUTION NO. 2022-02

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ORANGE COUNTY POWER AUTHORITY MAKING FINDINGS NECESSARY FOR REMOTE PARTICIPATION IN PUBLIC MEETINGS

A. The Ralph M. Brown Act (“Brown Act”) requires, with specified exceptions, that all meetings of the governing body and all subordinate legislative bodies be open and public and that all persons be permitted to attend and participate.

B. The Brown Act contains provisions for remote participation in meetings by members of a legislative body subject to the existence of certain conditions and requirements.

C. Government Code section 54953(e) requirements include, but are not limited to, (1) the existence of a state of emergency declared by the California Governor pursuant to Government Code section 8625, and (2) state or local officials have imposed or recommended measures to promote social distancing.

D. On March 4, 2020, the Governor issued a Proclamation of State of Emergency in response to the COVID-19 pandemic and as of the date of this Resolution, the proclaimed state of emergency remains in effect.

E. On March 17, 2020, the Governor issued Executive Order N-29-20, which suspended and modified the remote participation requirements under the Brown Act to allow local legislative bodies to hold public meetings via teleconference.

F. On June 11, 2021, the Governor issued Executive Order N-08-21, which extended the provisions of N-29-20 concerning the conduct of public meetings through September 30, 2021. The Governor subsequently signed Assembly Bill 361 (Rivas, 2021) revising requirements for remote public meetings (“AB 361”).

G. In order to preserve public health and safety, the State Public Health Officer and Orange County Health Officer have issued various orders and guidance, as they may be amended from time to time, regarding COVID-19 prevention measures, which include references and a statement of support for social distancing recommendations. (*See, e.g., Guidance for Use of Face Coverings*, revised January 5, 2022; *COVID-19 Public Health Recommendations for Fully Vaccinated People*, dated October 28, 2021; *County of Orange Health Officer’s Orders and Strong Recommendations*, revised January 14, 2022).

H. In light of the foregoing, the Board of Directors desires to continue to have the flexibility to meet via remote participation for public meetings, as long as the state of emergency and social distancing recommendations continue, and that it and its legislative bodies shall be permitted to conduct their meetings by remote participation in accordance with Government Code section 54953(e), and that such legislative bodies shall comply with the requirements to provide the public with access to the meetings as prescribed by that section therein.

NOW, THEREFORE, BE IT RESOLVED by the Orange County Power Authority Board of Directors as follows:

Section 1. The above recitals are true and correct and incorporated herein.

Section 2. The Orange County Power Authority Board of Directors finds and declares for itself and each of its subordinate legislative bodies, as follows:

- a. A continued state of emergency, as declared by the State of California, continues to exist.
- b. The Board of Directors has reconsidered the circumstances of the state of emergency.
- c. State and local officials continue to impose or recommend measures to promote social distancing.
- d. The Orange County Power Authority promotes social distancing measures, including, without limitation, promoting and utilizing remote attendance options at Board of Directors meetings.

Section 3. The Board of Directors and any of its legislative bodies are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution, including conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act or executive order, as such may be amended or promulgated from time to time.

Section 4. This resolution shall take effect immediately upon its adoption and apply to all Orange County Power Authority public meetings of its legislative bodies including those held during the state of emergency since the passage of and governed by AB 361.

PASSED AND ADOPTED at a meeting of the Orange County Power Authority Board of Directors held on February 8, 2022.



Secretary



**MINUTES
REGULAR MEETING
BOARD OF DIRECTORS
ORANGE COUNTY POWER AUTHORITY
Tuesday, September 6, 2022**

1. CALL TO ORDER

Chair Carroll called to order the Regular Meeting of the Orange County Power Authority Board of Directors at 10:04 a.m. on Tuesday, September 6, 2022.

The meeting was conducted using teleconference and electronic means consistent with public health orders and guidelines in California and in accordance with the Governor's Executive Orders. There was no location for in-person attendance. Due to the nature of the teleconference, all votes were cast via roll call. In an effort to protect public health, members of the public were able to provide live comments on agenda items using Zoom.

2. ROLL CALL

Present	Director Wagner	Orange County Board of Supervisors
	Director Susan Sonne	City of Buena Park
	Director Farrah N. Khan	City of Irvine
	Director Dan Kalmick	City of Huntington Beach
	Vice Chair Fred Jung	City of Fullerton
	Chair Mike Carroll	City of Irvine
	Absent:	None

3. PLEDGE OF ALLEGIANCE

Vice Chair Jung led the Pledge of Allegiance.

4. PUBLIC COMMENTS ON AGENDA ITEMS

The following people spoke in Public Comments on items on the agenda:

Doug Elliot, Ayn Craciun, Louis Wong, and Dee Fox

5. PUBLIC COMMENTS ON NON-AGENDA ITEMS

The following speakers commented on non-agenda items:

Dee Fox, Walter Nobrega, and Linda Kraemer

6. DIRECTOR ANNOUNCEMENTS

Directors Khan and Wagner spoke.

7. STAFF REPORT

CEO Brian Probolsky reported.

8. CONSENT CALENDAR

Director Khan pulled Item 8.4: Treasurer's report.

ACTION

Director Khan made a motion, seconded by Vice Chair Jung, and unanimously carried to approve Consent Calendar Items 8.1, 8.2, 8.3, and 8.5.

1. FINDINGS NECESSARY FOR REMOTE PARTICIPATION IN PUBLIC MEETINGS

Recommended Action:

Declare that the findings made in Resolution No. 2022-02, "Resolution of the Orange County Board of Directors Making Findings Necessary for Remote Participation in Public Meetings" remain valid and applicable, so as to allow remote participation in public meetings for the next 30 days.

2. MINUTES FOR THE REGULAR BOARD MEETING OF JULY 12, 2022

Recommended Action:

Approve as submitted.

3. MINUTES FOR THE SPECIAL BOARD MEETING OF JULY 26, 2022

Recommended Action:

Approve as submitted.

5. BIENNIAL CONFLICT OF INTEREST CODE REVIEW

Recommended Action:

1. Adopt a resolution updating the Orange County Power Authority ("OCPA") Conflict of Interest Code to account for the addition, deletion, and modification of positions listed as "designated filers" entitled: a Resolution of the Board of Directors of Orange County Power Authority adopting a revised Conflict of Interest Code pursuant to the Political Reform Act of 1974.
2. Authorize staff to execute the appropriate documents and submit the adopted Code to the Board of Supervisors of Orange County as OCPA's code-reviewing body and request approval of the Code pursuant to Government Code Section 87303.

4. TREASURER'S REPORT

Director Khan made a motion, seconded by Director Kalmick, and unanimously carried to approve and file the Treasurer's Report.

9. REGULAR CALENDAR

1. COMMUNITY ADVISORY COMMITTEE UPDATE

Jose Trinidad Castaneda gave the report.

No action was taken.

2. MASTER PURCHASE AND SALE AGREEMENT CONFIRMATION LETTER WITH SOUTHERN CALIFORNIA EDISON

ACTION

Director Kalmick made a motion, seconded by Director Sonne, and unanimously carried to:

1. Approve the Master Purchase and Sale Agreement Confirmation Letter with Southern California Edison for Modified Cost Allocation Mechanism (MCAM) procurement obligations.
2. Authorize the Chief Executive Officer to execute the Confirmation Letter in substantially similar form with approval as to form by the General Counsel.

3. LONG-TERM AGREEMENT FOR PURCHASE OF PORTFOLIO CONTENT CATEGORY 1 RENEWABLE ENERGY AND MULTI-YEAR AGREEMENT FOR RESOURCE ADEQUACY CAPACITY WITH SHELL ENERGY NORTH AMERICA, L.P.

ACTION

Director Kalmick made a motion, seconded by Director Khan, and unanimously carried to:

1. Approve a long-term renewable energy purchase agreement and a multi-year resource adequacy capacity purchase agreement with Shell Energy North America, L.P. ("SENA"), and
2. Authorize the Chief Executive Officer to enter into the agreements with SENA.

4. PROPOSED RESPONSE TO THE FISCAL YEAR 2021-22 GRAND JURY REPORT

ACTION

Director Kalmick made a motion, seconded by Director Khan, and unanimously carried, to:

1. Approve the proposed response to the Fiscal Year 2021-22 Grand Jury Report, and
2. Direct the Chief Executive Officer to forward the staff report with attachments to the Presiding Judge of the Superior Court

5. PROPOSED RESPONSE TO COUNTY OF ORANGE REQUEST FOR AUDIT

ACTION

Director Wagner made a motion, seconded by Vice Chair Jung, and unanimously carried to:

1. Direct the Chief Executive Officer to draft and forward a response to the County of Orange with respect to certain actions that the County has requested OCPA to take consistent with the recommended responses set forth herein, and send the response no later than September 9, 2022,
2. Take such steps as are necessary to implement such actions, including the hiring of a consultant for a performance audit. The consultant will be chosen by mutual agreement but hired by OCPA in order to enable the review of confidential agreements

3. Create an Ad Hoc Committee with Chair Carroll, Director Wagner, and Director Kalmick

**6. POLICY NO. 009: NEW CUSTOMER COMMUNITIES POLICY
(Consideration of a Request by Director Khan)**

ACTION

Director Khan made a motion, seconded by Director Sonne, and unanimously carried, to adopt Policy No. 009: New Customer Communities Policy, replacing former Policy 009: New Member Policy.

**7. CONSIDER SECOND AMENDMENT TO OCPA JOINT POWERS AGREEMENT
(Consideration of a Request by Director Khan)**

ACTION

Director Khan made a motion, seconded by Director Khan and unanimously carried to direct OCPA Counsel to add the following provisions to the proposed Second Amendment to the joint powers agreement, to notify the OCPA member agencies of the Second Amendment, and to place the Second Amendment on a future OCPA agenda for consideration and approval.

Additional provisions to the Second Amendment of the Joint Powers Agreement

1. The Board will appoint the Chair and Vice Chair annually at the beginning of the calendar year with no term limits.
2. Directors will be appointed by their member agency for two-year terms and may be removed by the member agency at any time, with or without cause.
3. In the temporary absence of a Director all privileges of the Director including voting rights will be conferred on the Alternate Director.
4. The member agency will fill vacant Director or Alternate Director seats within 45 days of the vacancy.
5. Directors must be elected officials of their respective jurisdictions or the seat will be vacated.

10. ADJOURNMENT

At 11:44 a.m. Chair Carroll adjourned the September 6, 2022, Regular Meeting of the OCPA Board of Directors.

Brian S. Probolsky, Authority Secretary



ACCOUNTANTS' COMPILATION REPORT

Management
Orange County Power Authority

Management is responsible for the accompanying financial statements of Orange County Power Authority (a California Joint Powers Authority) which comprise the statement of net position as of July 31, 2022, and the related statement of revenues, expenses, and changes in net position, and the statement of cash flows for the period then ended in accordance with accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the accompanying statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, conclusion, nor provide any assurance on these financial statements.

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

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

Maher Accountancy

San Rafael, CA
September 14, 2022

ORANGE COUNTY POWER AUTHORITY
STATEMENT OF NET POSITION
As of July 31, 2022

ASSETS

Current assets		
Cash		\$ 8,513,467
Restricted cash		6,000,000
Investments		147,623
Accounts receivable, net of allowance		16,130,055
Accrued revenue		13,681,608
Other receivables		2,268,157
Prepaid expenses		6,536,005
Deposits		224,274
Total current assets		<u>53,501,189</u>

LIABILITIES

Current liabilities		
Accrued cost of energy		39,147,453
Accounts payable		358,746
Other accrued liabilities		366,396
User taxes and energy surcharges due to other governments		671,016
Accrued interest and financing costs		21,548
Total current liabilities		<u>40,565,159</u>
Noncurrent liabilities		
Note payable		2,550,000
Loan payable		7,652,380
Accrued interest and financing costs		99,699
Total noncurrent liabilities		<u>10,302,079</u>
Total liabilities		<u>50,867,238</u>

NET POSITION

Unrestricted		2,633,951
Total net position		<u>\$ 2,633,951</u>

**ORANGE COUNTY POWER AUTHORITY
STATEMENT OF REVENUES, EXPENSES
AND CHANGES IN NET POSITION
One Month Ended July 31, 2022**

OPERATING REVENUES	
Electricity sales, net	\$ 20,911,814
OPERATING EXPENSES	
Cost of energy	18,482,158
Contract services	294,089
Staff compensation	118,321
General and administration	63,713
Total operating expenses	<u>18,958,281</u>
Operating income (loss)	<u>1,953,533</u>
NONOPERATING REVENUES (EXPENSES)	
Investment income	36
Interest and financing expense	<u>(29,320)</u>
Nonoperating revenues (expenses), net	<u>(29,284)</u>
CHANGE IN NET POSITION	1,924,249
Net position at beginning of period	<u>709,702</u>
Net position at end of period	<u><u>\$ 2,633,951</u></u>

ORANGE COUNTY POWER AUTHORITY
STATEMENT OF CASH FLOWS
One Month Ended July 31, 2022

CASH FLOWS FROM OPERATING ACTIVITIES

Receipts from customers	\$ 15,555,965
Receipts from market settlements	1,523,106
Payments to suppliers for electricity	(10,525,269)
Payments for goods and services	(499,553)
Payments to employees for services	(133,453)
Payments of taxes and energy surcharges to other governments	(368,110)
Net cash used by operating activities	<u>5,552,686</u>

CASH FLOWS FROM NON-CAPITAL FINANCING ACTIVITIES

Proceeds from note payable	1,800,000
Principal payments on note payable	(6,900,000)
Interest and related expense payments	(31,626)
Net cash provided by non-capital financing activities	<u>(5,131,626)</u>

Net change in cash	421,060
Cash at beginning of period	<u>14,092,407</u>
Cash at end of period	<u><u>\$ 14,513,467</u></u>

Reconciliation to the Statement of Net Position

Cash (unrestricted)	\$ 8,513,467
Restricted cash	<u>6,000,000</u>
Cash	<u><u>\$ 14,513,467</u></u>

**ORANGE COUNTY POWER AUTHORITY
STATEMENT OF CASH FLOWS (continued)
One Month Ended July 31, 2022**

**RECONCILIATION OF OPERATING LOSS TO NET
CASH USED BY OPERATING ACTIVITIES**

Operating income (loss)	\$ 1,953,533
Adjustments to reconcile operating loss to net cash used by operating activities	
Revenue adjusted for allowance for uncollectible accounts	264,707
(Increase) decrease in:	
Accounts receivable	(5,393,443)
Other receivables	(395,241)
Accrued revenue	(671,456)
Prepaid expenses	(732,105)
Deposits	302
Increase (decrease) in:	
Accrued cost of electricity	10,546,286
Accounts payable	(225,006)
Other accrued liabilities	128,877
User taxes and energy surcharges due to other governments	76,232
Net cash used by operating activities	<u>\$ 5,552,686</u>



ACCOUNTANTS' COMPILATION REPORT

Board of Directors
Orange County Power Authority

Management is responsible for the accompanying special purpose statement of Orange County Power Authority (OCPA), a California Joint Powers Authority, which comprise the budgetary comparison schedule for the period ended July 31, 2022, and for determining that the budgetary basis of accounting is an acceptable financial reporting framework. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the accompanying statement nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any assurance on this special purpose budgetary comparison statement.

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

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

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

Maher Accountancy

San Rafael, CA
September 14, 2022

ORANGE COUNTY POWER AUTHORITY
BUDGETARY COMPARISON REPORT
One Month Ended July 31, 2022

	YTD Actual	YTD Budget	YTD Budget Variance (under) Over	YTD Actual as a Percent of Budget	Annual Budget	Annual Budget Variance (under) Over
OPERATING REVENUES						
Electricity Sales, net	\$ 20,911,814	\$ 25,612,556	\$ (4,700,742)	81.6%	\$ 301,750,000	\$ (280,838,186)
OPERATING EXPENSES						
Cost of Energy	18,482,158	23,709,428	(5,227,270)	78.0%	285,342,000	(266,859,842)
Data Manager	-	-	-		1,839,000	(1,839,000)
Utilities Service Fees	141,299	58,636	82,663	241.0%	532,000	(390,701)
Staffing Costs	118,321	292,116	(173,795)	40.5%	4,046,000	(3,927,679)
Contract Services	73,448	107,653	(34,205)	68.2%	1,302,000	(1,228,552)
Legal Services	47,579	48,333	(754)	98.4%	580,000	(532,421)
Marketing and Customer Enrollment	31,763	186,417	(154,654)	17.0%	1,597,000	(1,565,237)
Other G&A	56,779	215,078	(158,299)	26.4%	844,000	(787,221)
Energy Programs	6,934	42,440	(35,506)	16.3%	500,000	(493,066)
Total operating expenses	18,958,281	24,660,101	(5,701,820)		296,582,000	(277,623,719)
Operating income (loss)	1,953,533	952,455	1,001,078		5,168,000	(3,214,467)
NONOPERATING REVENUES (EXPENSES)						
Investment and miscellaneous income	36	-	36	N/A	1,000	(964)
Interest and financing expense	(29,320)	(24,889)	(4,431)	117.8%	(329,000)	299,680
Capital Outlay	-	-	-		(110,000)	110,000
Nonoperating revenues (expenses), net	(29,284)	(24,889)	(4,395)		(438,000)	408,716
CHANGE IN NET POSITION	<u>\$ 1,924,249</u>	<u>\$ 927,566</u>	<u>\$ 996,683</u>		<u>\$ 4,730,000</u>	<u>\$ (2,805,751)</u>

**ORANGE COUNTY POWER AUTHORITY
BUDGETARY COMPARISON REPORT
One Month Ended July 31, 2022**

Budget Item	Actual / Budget %	Comment
Electric Sales Revenue	81.6%	Year-to-date energy sales are lower than budget by approx. \$4.7mil. The preparation of the FY2022/23 budget required the use of outdated SCE 2019 dataset to calculate the load projections (Note: 2020 dataset was deemed unreliable due to the usage anomalies caused by global pandemic). Despite continued requests, SCE has been unable to generate a correct 2021 dataset for OCPA. Lower energy sales are primarily the result of the actual enrolled customer mix being weighted more heavily within the smallest commercial GS-1 category than expected. Additionally, the actual load consumption from our industrial TOU-8 customers has been lower than the forecast derived from SCE's 2019 historical dataset. The change in customer usage patterns since the 2019 period resulted in actual revenues being lower than projected. However, the lower-than-expected sales have not negatively impacted bottom line results as the power supply costs are below budget by approx. \$5.2mil or 22% accordingly. Staff will update projections and related financial impacts utilizing actual enrollment data in FY2022/23 Mid-Year Budget Update.
Cost of Energy	78.0%	Corresponding to the lower-than-expected energy sales, cost of energy is below budget by approx. \$5.2mil or 22%. In addition to the lower projected volume used by customers, the variance is typically due to timing difference between projected and actual Renewable Energy Certificates (RECs) deliveries as well as fluctuating market prices.
Service Fees - SCE	241.0%	Actual costs exceeded budget due to timing that the Phase 2 mass enrollment fee of \$129k for residential customers was being budgeted in the enrollment month of October 2022 instead of July 2022, partially offset by the new project management fees of \$54k which was incurred in June 2022.
Personnel	40.5%	Staffing expenses are under budget due to the timing delay of new hires.
Professional Services	68.2%	This category includes accounting, rates and financial & planning analysis, portfolio management, scheduling coordinator, HR and board clerk, and other consultants
Legal Costs	98.4%	This category includes outside legal costs for general counsel, energy procurement transactional support, labor, clerk support, regulatory, and RA appeal services.
Marketing and customer enrollment	17.0%	This category includes customer noticing, advertising and other customer communications.
Other General & Administrative	26.4%	This category includes occupancy costs, industry membership dues, general business insurance, and other general and administrative costs.
Interest and financing expenses	117.8%	This category includes interest and fees related to debt. Variance predominately due to the timing of loan draws and letters of credit posted for collateral for energy supply.

ORANGE COUNTY POWER AUTHORITY
SCHEDULE OF OUTSTANDING DEBT
As of July 31, 2022

CITY OF IRVINE

On January 2021, OCPA borrowed \$2,500,000 from the City of Irvine for working capital costs associated with OCPA's pre-launch. On September 2021, OCPA borrowed \$5,000,000 from the City of Irvine for cash collateral in the credit facility associated with OCPA's launch. The loan repayment date for the above is January 1, 2027. Interest is due on the loan in an amount based on the gross earnings for the respective quarter as reported in the City Treasurer's pooled investment portfolio report.

Also included as a loan payable are formation related costs - \$152,380 paid directly from the City to the vendors. OCPA will reimburse the City no later than January 1, 2027. Interest does not accrue on the formation costs advanced by the City.

Principal	Maturity	Interest Rate	Payments	Outstanding Principal
\$ 152,380	January 2027	0.00%	\$ -	\$ 152,380
		Variable - City Treasurer's report		
\$ 7,500,000	January 2027		\$ -	\$ 7,500,000

MUFG UNION BANK, N.A. CREDIT FACILITY

On September 2021, OCPA and MUFG Union Bank, N.A. entered into a Revolving Credit Agreement for a \$35 million credit facility OCPA has borrowed \$2,550,000 as of July 31, 2022, of which \$1,000,000 was used as a reserve for the lockbox account.

MUFG, N.A. has also issued a \$2,611,947.50 Letter of Credit to Pacific Gas & Electric; a \$2,870,000.00 Letter of Credit to Southern California Edison Company and a \$703,000 Letter of Credit to California ISO. This leaves an unused credit balance of \$26,265,053

Credit Facility	Letter of Credit	Borrowing	Unused Credit
\$ 35,000,000	\$ 6,184,948	\$ 2,550,000	\$ 26,265,053

ORANGE COUNTY POWER AUTHORITY
Staff Report – Item 9.4

To: Orange County Power Authority Board of Directors

From: Brian Probolsky, Chief Executive Officer
Tiffany Law, Chief Financial Officer
Max Bernt, Strategic Analytics Partner, NewGen Strategies & Solutions

Subject: Net Energy Metering Program Design

Date: October 25, 2022

RECOMMENDED ACTION

Adopt Policy No. 13 Orange County Power Authority’s Net Energy Metering Program Policy

BACKGROUND

Community Choice Aggregators (CCAs) are not subject to the California Public Utilities Commission (CPUC) Net Energy Metering (NEM) rules which are strictly set for the state’s Investor Owned-Utilities (IOUs), such as Southern California Edison (SCE). As a matter of practice, most CCAs have adopted rules that replicate IOU practices and often provide additional benefits to NEM customers. The most common benefits include higher NSC rates and monthly billing. Higher Net Surplus Compensation (NSC) rates result in greater compensation to customers that generate surplus energy and represent a way to signal support of local solar. Monthly billing provides better cash flow planning for both the CCA and customers, as opposed to annual bills which can result in unexpectedly high annual bills for some customers. As part of monthly billing, most CCAs perform an annual generation true-up in April or May for all NEM customers, as this month best aligns with NEM system benefits.

On January 11, 2022, the Orange County Power Authority (OCPA) Board approved a prospective NEM program that generally replicates SCE’s NEM program, with three enhancements.

1. Provide monthly billing to NEM customers
2. Set all customers annual true-up period to April of each year
3. Set Net Surplus Compensation (NSC) rate at 10% above SCE’s NSC rate

Starting in April 2022, non-residential NEM accounts enrolled in OCPA’s NEM program for generation charges and credits in two-month phases (April, June, August, October, December 2022, and February 2023) closest to the customer’s SCE annual true-up month. As residential NEM accounts began service in October 2022, based on the phased schedule, residential enrollment will occur in October, December 2022, February, April, June, and August 2023.

At the August 31, 2022 meeting of the Community Advisory Committee (CAC), Staff presented the background and details of the proposed OCPA NEM Program. The CAC supported the proposed program following a robust discussion.

This program will serve as a formal documentation for the administration of OCPA’s NEM Program. The proposed OCPA NEM Policy has been developed in consultation with OCPA’s billing administrator, Calpine Energy Solutions, and has considered existing NEM customer feedback and other CCAs best practices.

ANALYSIS AND DISCUSSION

PURPOSE OF THE NEM PROGRAM

The purpose of the proposed OCPA NEM Program is to provide clarity to customers and solar installers regarding administrative details. Customers with rooftop solar are a highly engaged customer group, and questions regarding NEM are among the most common type of question received by the OCPA's call center. In addition to the proposed NEM Program, staff has created a NEM fact sheet that explains OCPA NEM Program in easy-to-understand, FAQ-style language that is available on the OCPA website ([Solar/Net Energy Metering \(NEM\) - Orange County Power Authority \(ocpower.org\)](http://www.ocpower.org)).

NET ENERGY METERING POLICY DETAILS

Net Energy Metering is a mechanism whereby customers with eligible onsite renewable generation, most commonly rooftop solar, can offset their energy consumed from the grid with the energy they generate. The program is primarily intended for customers to serve their onsite load. OCPA provides Net Surplus Compensation (NSC) to customers that generate more energy than they consume during a twelve-month true-up period at the Board-approved NSC rate, i.e., 10% higher than SCE's NSC rate.

When an eligible customer who already participates in SCE's NEM program becomes an OCPA customer, they will be true-up by SCE at the time of their enrollment into OCPA's NEM Program. Net Surplus Compensation (NSC) will be calculated by SCE for customers with transmission, distribution, and generation credits, after which all credits are reset to zero in their SCE bundled account. An existing OCPA customer who is new to solar will be automatically enrolled in the OCPA NEM Program once their application is reviewed and approved by SCE.

While it is the intent of OCPA to offer a NEM program that functions similarly to the SCE NEM program, OCPA has elected to make the following enhancements to our program for the benefit of our customers.

Monthly Settlements

Current SCE NEM customers are subject to rules set by the CPUC. Under current SCE policies, SCE NEM customers receive an annual settlement reconciling all their charges and credits over a twelve-month period. For SCE NEM customers, this annual settlement process could result in a large settlement bill at the end of the twelve-month period if they consumed more energy than they generated.

OCPA proposes to bill its NEM customers for any generation charges that exceed generation credits on a monthly basis; any excess generation credits will be rolled over and used as a credit on the customer's next monthly bill. As most NEM customers are net consumers of energy, this will allow most OCPA NEM customers to pay a more manageable monthly bill instead of receiving a larger annual settlement bill. For customers who are net generators of energy, they will still be able carry their credits forward from month-to-month until they reach the annual true-up, as described below.

April Annual True-Up

OCPA will perform its annual true-up for customers to determine if they are net generators in April of each year, whereas SCE NEM customers are true-up by SCE each year on the customer's NEM anniversary date. OCPA has elected to perform annual true-up for all customers in April, as April and May were identified by most CCAs as the most beneficial months to perform NEM true-ups,

as it allows the customer to potentially build credits during the summer months for use in the quieter winter months.

OCPA will be performing its first NEM true-up in April 2023. During the annual true-up, OCPA will first apply any unused credits to the April bill. Next, if unused credits are still available, OCPA will determine if the customer is eligible for the “Look-Back” credit which is used to reimburse the customer for any monthly payments in the prior twelve-month period. Any remaining bill credits will be set to zero. If the customer generated more energy than was used in the prior twelve-month period, a credit for net generation based on OCPA’s Net Surplus Compensation will be calculated as described below.

Due to the bi-monthly phased enrollment schedule of residential (beginning October 2022) and non-residential NEM (beginning April 2022) customers, accounts may not have twelve-months of OCPA billing by April 2023. During the April billing cycle, OCPA will perform a true-up of the most recent twelve-month billing cycle, or the period of time from the customer’s commencement of participation in the OCPA NEM Program up to the April true-up. If a customer has accumulated credits, the annual true-up steps, the “Look Back” credit, and NSC benefits will still apply to the customer.

With an April OCPA true-up for all customers receiving NEM service, enrolling customers will be trued-up twice (by SCE before joining OCPA and then by OCPA in April 2023) during their first year in OCPA service. A net generator customer may receive two NSC credits in a year; one from SCE at close of bundled service and one from OCPA in April 2023. Enrolling in OCPA service has no effect on a customer’s current rate schedule, including legacy rates or grandfathered programs like NEM 1.0 or NEM 2.0.

Net Surplus Compensation is set at 10% above SCE’s NSC

If a customer generates more electricity than used over a twelve-month billing cycle, the account is eligible for NSC. Customers eligible for NSC will receive a bill credit based on the OCPA NSC rate, which is set at 10% above SCE’s NSC rate. Residential customers with an NSC credit amount of \$200 or greater, and commercial customers with an NSC credit amount of \$500 or greater, are eligible to choose payment via a check by contacting OCPA. All other NSC amounts will roll over as a bill credit which will be applied to future monthly generation charges.

For exceptions, such as a NEM customer closing their OCPA account before the April annual true-up, OCPA will complete the annual true-up steps and close the account. If the customer is a net generator, NSC will be paid at SCE’s NSC rate for the month the account is closed, plus the 10% adder.

FISCAL IMPACT

Estimated cost of providing NSC at value set 10% above SCE’s NSC is \$45,000 per year, which has been incorporated into OCPA FY2022/23 Operating Budget.

ATTACHMENT

Proposed OCPA Net Energy Metering (NEM) Program (Policy No. 13)

Orange County Power Authority Policy No. 13 OCA NET ENERGY METERING (NEM) PROGRAM

PURPOSE

The purpose of the OCPA NEM Program is to provide clarity to customers and solar installers regarding administrative details.

APPLICABILITY

Orange County Power Authority's (OCA) Net Energy Metering Program (OCA NEM Program) is available to those OCPA customers who are eligible under Southern California Edison's (SCE) net energy metering program.

Eligible OCPA customers who meet the requirements for the SCE NEM Program will be automatically enrolled in the OCPA NEM Program. Non-residential customers already enrolled in SCE's NEM customers began phased OCPA enrollments in April 2022, occurring every two months within a month of the customer's SCE annual true-up to ensure all credits and relevant details are not impacted by the transition. OCPA NEM service has no effect on the customer's current rate schedule, including legacy rates or grandfathered programs like NEM 1.0 and 2.0. Residential NEM customers begin phased bi-monthly enrollment in October 2022.

RATES

All rates for the OCPA NEM Program will be in accordance with the customer's applicable OCPA rate schedule (OCA OAS). Nothing in this program will supersede any SCE authorized charges.

CHARGES & BILLING

OCPA's charges for energy (kWh) will be calculated at the OCPA OAS and billed on the net metered usage, as described below.

a) For a customer with Non-Time of Use (TOU) Rates (Only applicable to grandfathered SCE NEM 1.0 customers):

If the customer is a "Net Consumer," having overall positive usage during a specific monthly billing cycle, the customer will be billed in accordance with the customer's OCPA OAS.

If the customer is a "Net Generator," having overall negative usage during a specific monthly billing cycle, any net energy production shall be valued at the applicable rate as set forth in the customer's OCPA OAS. The calculated value of any net energy production shall be credited to the customer according to the OCPA OAS and applied as described in Sections (c) and (d).

b) For a customer with TOU Rates:

If the customer is a "Net Consumer" during any discrete TOU period reflected within a specific monthly billing cycle, the net kWh consumed during such TOU period shall be

billed in accordance with applicable TOU period-specific rates or charges, as specified in the customer's OCPA OAS.

If the customer is a "Net Generator" during any discrete TOU period reflected within a specific monthly billing cycle, any net energy production shall be valued at the applicable TOU period-specific rates or charges as specified in the customer's OCPA OAS. The calculated value of such net energy production shall be credited to the customer according to the OCPA OAS and applied as described in Sections (c) and (d).

c) Monthly Settlement of OCPA Charges/Credits:

Each customer will receive a statement as part of its monthly SCE bill indicating any accrued charges for electric energy usage during the current monthly billing cycle. When a customer's net energy production results in an accrued credit balance in excess of currently applicable charges, the value of any net energy production during the monthly billing cycle (in excess of currently applicable charges) shall be valued at the OCPA OAS and noted on the customer's bill, including the quantity of any surplus NEM production (measured in kWh), and carried over as a bill credit for use in a subsequent billing cycle(s).

A customer who has accrued credits during previous billing cycles will see such credits applied against currently applicable charges, reducing applicable charges by an equivalent amount to such credits. Any remaining credits reflected on the customer's billing statement shall be carried forward to subsequent billing cycle(s) until either the excess credit is used to satisfy current charges, the customer no longer receives service from OCPA, or an annual account true-up is performed.

d) OCPA True-Up & Cash-Out Processes:

i) OCPA Annual True-Up: During the April monthly billing cycle of each year, OCPA will perform a true-up of the most recent twelve (12) month billing cycle, or the period of time from the customer's commencement of participation in the OCPA NEM Program up to the following April (the "Relevant Period").

a. OCPA Look Back Credit (NEM Generation Credit Refund) - At the time of the Annual True-Up, if the customer has accumulated any NEM generation credits in excess of any currently outstanding charges, those NEM generation credits will be refunded to the customer as an OCPA Look Back Credit (OCPA LBC) up to the total OCPA charges paid by the customer on the same NEM account during the Relevant Period (these OCPA LBC will first be used to offset any excess charges from the true-up month and then the monthly payments made by the customer chronologically throughout the year). If the customer account has any outstanding generation charges due at the time of Annual True-Up or a NEM account closure, the customer will have a 30-day grace period to pay in full before their OCPA True-Up is performed, or they are not eligible for the OCPA LBC.

Commencing in April 2023, OCPA will perform the Annual True-Up for all current NEM customers.

b. Net Surplus Compensation (NSC) - Net Surplus Energy is defined as any generation that exceeds total customer energy usage during the Relevant Period, as measured in kWh. OCPA will determine at the time of Annual True-Up whether each customer has

produced Net Surplus Energy over the course of the Relevant Period. If a customer has produced Net Surplus Energy, then OCPA shall credit such customer an amount that is equal to 110% of the current SCE Net Surplus Compensation rate per kWh, multiplied by the quantity of Net Surplus Energy produced by the customer during the Relevant Period. The OCPA Net Surplus Compensation Rate Schedule will be posted to OCPA's website and updated monthly.

ii) OCPA Annual Cash-Out:

During the April monthly billing cycle of each year, any residential customer who has a combined NEM generation credit and NSC value of \$200 or more (\$500 or more for commercial customers) that exceeds any outstanding charges, can request payment by check via U.S. Mail to the customer's U.S. mailing address on file at the time of mailing for the credit balance on their account. Customers receiving direct payment will have an equivalent amount removed from their NEM account balance at the time of check issuance. In the event that residential customers do not have a combined NEM generation credit and NSC value exceeding \$200 (\$500 for commercial customers), such credit balance will be carried forward to offset future OCPA generation charges. All NEM accounts will be reset to zero kilowatt hours annually as of the customer's May monthly billing cycle and the only NEM credits carried forward on the residential customer's account will be the combined NEM generation credit and NSC credit balances. Checks will expire 90 calendar days after issuance. If a check expires, the check amount will be returned to a customer's NEM account as bill credit and will be applied toward future charges.

iii) OCPA Cash-Out for Terminations:

Customers, who close their account through SCE, opt-out of OCPA and return to SCE bundled service, or move outside of the OCPA service area, shall be true-up according to OCPA's Annual True-Up Process. If applicable, the customer shall receive a refund payment by check via U.S. Mail to the customer's U.S. mailing address on file at the time of mailing for any NEM generation credit on their account that exceeds outstanding charges at the time of true-up, up to the amount paid by the customer during the Relevant Period. If determined to have produced Net Surplus Energy, the customer shall also receive a check via U.S. Mail to the customer's mailing address on file at the time of mailing for NSC. Payments will be released 30 days after final billing to allow for any revised usage and/or adjustments from SCE. Checks will expire 90 calendar days after issuance. If checks expire or are returned to OCPA, customers may request the reissuance of a check for up to one year after the check issuance date and OCPA will make a reasonable effort to reissue the check within 30 days of a customer's request. After one year, the funds will be considered unclaimed property and turned over to the California State Controller's Office.

e) *SCE NEM Program:*

Customers are subject to applicable terms and conditions and billing procedures of SCE for SCE charges as described in SCE NEM Rate Schedules (with the exception of generation-related charges, which are described in OCPA's rate schedules). Customers should be aware that while OCPA settles balances for generation on a monthly basis, SCE will continue to bill charges for delivery, transmission and other services annually.

f) *Return to SCE Bundled Service:*

OCPA customers participating in the OCPA NEM Program may opt out and return to SCE's bundled service, subject to any applicable restrictions imposed by SCE. If an OCPA customer opts out after their initial enrollment date, OCPA will perform a true-up of their account, as specified in section (diii), at the time of return to SCE bundled service. For details concerning opting out of OCPA service, please contact OCPA Customer Service at 866-262-7693 or answers@ocpower.org

DRAFT

ORANGE COUNTY POWER AUTHORITY
Staff Report – Item 9.5

To: Orange County Power Authority Board of Directors

From: Brian Probolsky, Chief Executive Officer

Subject: Adopt Social Media Policy

Date: October 25, 2022

RECOMMENDED ACTION

Adopt Policy No. 014 Orange County Power Authority’s Social Media Policy

BACKGROUND

Orange County Power Authority (OCPA) utilizes various social media platforms to inform customers of program offerings, benefits of OCPA, energy efficiency tips, events and many other topics. OCPA welcomes and encourages public participation. This policy is intended to make clear the expectations for OCPA’s social media efforts. These efforts provide an opportunity to share and discuss information with the public about OCPA’s programs and activities and to facilitate communication among individuals, businesses, and customers regarding matters of public interest.

OCPA welcomes feedback and ideas through our social media platforms and will attempt to respond to comments and questions with helpful information in a timely manner and to participate in relevant social media conversations wherever possible and appropriate.

The Social Media Policy shall apply to all of OCPA’s Social Media accounts including but not limited to Twitter, Facebook, Instagram, Nextdoor, and LinkedIn.

FISCAL IMPACT

None.

ATTACHMENT

Proposed OCPA Social Media Policy (Policy No. 14)

Orange County Power Authority Policy No. 14 OCA SOCIAL MEDIA POLICY

The social media policy gives the public clear expectations for Orange County Power Authority's ("OCA") social media efforts, which provides an opportunity for sharing and discussing information about OCA's programs and activities through social media channels to facilitate communication among individuals, businesses, and visitors regarding matters of public interest.

1. Content

Orange County Power Authority's social media accounts on [Facebook](#), [Instagram](#) and [Twitter](#) are managed by OCA's marketing and public relations team, and are intended as tools for the organization to communicate with its customers and other stakeholders to facilitate communications on matters of public interest.

If you follow any of OCA's social media accounts, you can expect regular postings covering some or all of the following topics:

- News and updates on OCA's efforts and events
- News and updates on issues related to renewable energy and environmental sustainability

2. Following

If you follow any OCA social media account, we may follow you back. This does not imply endorsement of any kind. OCA may opt not to follow any person or entity.

3. Availability

OCA will make every effort to update and monitor our social media accounts during regular business hours. Third-party social media platforms such as Facebook, Twitter and Instagram may occasionally be unavailable and OCA accepts no responsibility for their lack of service.

4. Response to Social Media Comments and Content

OCA welcomes feedback and ideas through our social media platforms and will attempt to respond to comments and questions in a timely manner and participate in the conversation wherever possible and appropriate.

5. Prohibitions to Social Media Comments and Content

Where necessary, OCPA may delete or work with operators of the third-party social media platforms to block or remove comments or other content from parties that post prohibited content listed below, regardless of format (text, video, links, documents, etc.).

Prohibited content may include, but is not limited to:

- Comments or content that is not topically relevant;
- Profane language or content;
- Content that contains factually inaccurate information about OCPA;
- Content that inaccurately implies endorsement, approval, or sponsorship by OCPA;
- Content that can be confused with official communications of OCPA;
- Personal attacks or harassment of any individual or entity;
- Threats of violence;
- Content that violates other users' privacy, such as releasing personal information about others, including but not limited to name, address, or phone number;
- Content that promotes, fosters or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, marital status, status with regard to public assistance, national origin, physical or mental disability or sexual orientation;
- Sexual content or links to sexual content;
- Solicitations of commerce, promotion of particular services, products, or political organizations;
- Duplicate posts or posts by the same user;
- Spam or links to other sites;
- Conduct or encouragement of illegal activity;
- Information that may tend to compromise the safety or security of the public or public systems; and
- Content that violates a legal ownership interest of any other party.

6. Denial of Access and Participation:

OCPA reserves the right to deny access to its communication channels and may prohibit access to those who violate the above standards, misuse information and communication services, or other applicable policies in these or similar practices.

OCPA reserves the right to move or delete any postings.

7. Customer Service

If at any time you would like to discuss Orange County Power Authority, your options or have questions, please get in touch with us at 1-866-262-7693 or email us at answers@ocpower.org for the timeliest response.

OCPA Social Media Policy Code of Conduct

October 25, 2022

Disclaimer

Orange County Power Authority provides an opportunity for sharing and discussing information about its programs and activities through social media channels. You are encouraged to share your comments, ideas, and questions. The OCPA team monitors and moderates its social media sites. Unacceptable content may be removed and repeat individual violators may be banned from posting. Unacceptable content includes but is not limited to posts that threaten or defame any person or organization; contain obscene language or sexual content; promote or perpetuate discrimination on the basis of race, creed, color, age, religion, gender, marital status, status with regards to public assistance, national origin, disability, or sexual orientation; violate the legal ownership interest of another party; contain information that may tend to compromise the safety or security of the public or public systems; support or oppose political candidates or ballot propositions; promote illegal activity; promote commercial services or products; or are not topically related to the particular posting; contain factually inaccurate information about OCPA; content that inaccurately imply endorsement, approval, or sponsorship by OCPA; content that can be confused with official communications of OCPA; personal attacks or harassment of any individual or entity; content that violates other users' privacy, such as releasing personal information about others, including but not limited to name, address, or phone number.

A comment posted by a member of the public is the opinion of the commentator only, and publication of a comment does not imply endorsement of, or agreement by, OCPA, nor do such comments necessarily reflect the opinions or policies here at OCPA. OCPA's social media sites are subject to the California Public Records Act. Any content maintained in a social media format that is related to the OCPA's business, including a list of subscribers, posted communication, and

communication submitted for posting, may be a public record subject to public disclosure. By interacting with OCPA through social media channels you agree to be bound by these terms.

ORANGE COUNTY POWER AUTHORITY
Staff Report – Item 9.6

To: Orange County Power Authority Board of Directors

From: Brian Probolsky, Chief Executive Officer

Subject: Authorize Chief Executive Officer to Negotiate and Execute Ongoing Agreements for Continuing Occupancy of Office Space with Industrious Such That No Individual Term Exceeds Twelve Months and \$208,000.

Date: October 25, 2022

RECOMMENDED ACTION

Authorize Chief Executive Officer to negotiate and execute ongoing agreements for continuing occupancy of office space with Industrious such that no individual term exceeds twelve months and \$208,000.

BACKGROUND

Since the creation of Orange County Power Authority (OCPA), OCPA has rented office space at a rate within staffs signing authority from Industrious in Irvine. From inception to February 2022 OCPA occupied a small office for two staff. In February 2022, OCPA moved to a larger office due to an increase in the number of staff. OCPA currently has a month-to-month agreement with Industrious while OCPA actively searches for permanent office space. The current monthly rent is \$12,400.

Expenditures for continued occupancy of the current office suite will exceed staffs contract signing authority and we are therefore requesting Board approval to continue to negotiate for and occupy space within Industrious such that no single agreement exceeds twelve months or the total Board approved budget for rent.

FISCAL IMPACT

On June 29, 2022 the Board approved the Fiscal Year 2022-23 Budget which included \$208,000 for Office Space.

ATTACHMENT

Current Month to Month Agreement with Industrious

Industrious
MEMBERSHIP AGREEMENT

Contract Date: 8/31/2022

This Membership Agreement (“**Agreement**”) is made by and between the Industrious entity or entities (“**Industrious**”) and the member (“**Member**”) set forth below:

Industrious		Member	
Name	3349 Michelson Drive Irvine LLC	Company Name	Orange County Power Authority
Location Address	3349 Michelson Drive 200 Irvine, CA 92612	Contact Name	Brian Probolsky
		Email	brian@ocpower.org

for access to and services relating to the following office space (the “**Office Space**”), at the following terms:

Office No(s).	Office Size (Seats)	Monthly Fee	ACH Discount	Security Deposit	Conference Room Allowance
IRV3349MICH1 7	30	\$18,049.00	NA	\$18,000.00	50 hours per month

Discount	Discount Detail
Promotional Discount for IRV3349MICH17	\$6049 discount for 12 month(s)

License Start Date	Earliest Expiration Date	Month-to-Month Agreement	One Month Termination Option (Month-to-Month Agreements Only)	Credit Card and Debit Card Surcharge
9/1/2022	1-Month 10/31/2022	Yes	Yes	NA

The Agreement comprises this signature page and the Industrious Membership Terms and Conditions, together with any attached or referenced exhibits and schedules. Optional services are available, as set forth on the attached initial fee schedule, which fees are subject to change from time to time with reasonable advance notice to Member.

The initial Agreement term (the “**Term**”) will commence on the License Start Date and end on the Earliest Expiration Date (each as specified above). If Member does not wish to renew the Agreement beyond the Earliest Expiration Date, written notice of non-renewal (a “**Non-Renewal Notice**”) must be received by Industrious by the later of: (x) two (2) calendar months prior to the Earliest Expiration Date, or (y) the License Start Date. If a Non-Renewal Notice is not received by such date, the Term will automatically continue past the Earliest Expiration Date on a month-to-month basis (such month-to-month Agreement period, the “**Extension Term**”). As used in this Agreement, the Term will include any Extension Term. If Member wishes to terminate the Agreement effective as of a date within the Extension Term (if any) Member may send written notice of termination to Industrious at any time, which will cause the Agreement to terminate as of the last day of the applicable calendar month, depending on the type of Agreement that Member has purchased, as follows:

I. Month-to-Month Agreements Only:

- (a) One Month Termination Option Not Selected: If the One Month Termination Option has not been selected by Member, as specified on page one of this Agreement, upon Industrious’s receipt of Member’s Non-Renewal Notice, the Agreement will terminate effective as of the last day of the second (2nd) full calendar month following Industrious’s receipt of the Non-Renewal Notice. For example, if Member gives notice of termination on February 1st or February 25th, the last day of Member’s membership will be April 30th.
- (b) One Month Termination Option: If the One Month Termination Option has been selected by Member, as specified on page one of this Agreement, upon Industrious’s receipt of Member’s Non-Renewal Notice, the Agreement will terminate effective as of the last day of the first (1st) full calendar month following Industrious’s receipt of the Non-Renewal Notice. For example, if Member gives notice of termination on February 1st or 25th, the last day of Member’s membership will be March 31st.

- II. All Other Agreements: For all Agreements with an initial Term other than month-to-month, upon Industrious's receipt of a Non-Renewal Notice, the Agreement will terminate effective as of the last day of the second (2nd) full calendar month following Industrious's receipt of the Non-Renewal Notice. For example, if Member gives notice of termination on February 1st or 25th, the last day of Member's membership will be April 30th.

Simultaneously with Member's execution of this Agreement, Member will deliver to Industrious a security deposit in the amount described above (the "**Security Deposit**"); provided that if the Premises (as defined hereunder) has not yet opened for business as of the Contract Date, and if the License Start Date is more than thirty (30) days after the Contract Date, \$250 of the Security Deposit must be paid upon execution of this Agreement by Member and the balance of the Security Deposit must be paid no later than thirty (30) days prior to the License Start Date.

This Agreement may be executed in counterparts, each of which will be deemed an original and all of which taken together will constitute one and the same agreement. Signatures to this Agreement transmitted by electronic means will be valid and effective to bind the party so signing. This Agreement will not be valid until approved and signed by an authorized representative of each party hereto.

By signing below, each party acknowledges that it has read and understood this Agreement and agrees to be bound by its terms, effective as of the Contract Date set forth above.

Industrious: By: _____ Name: <u>Alex Romiti</u> Title: <u>Community Manager</u>	Member: By: _____ Company Name: <u>Orange County Power Authority</u> Contact Name: <u>Brian Probolsky</u> Title:
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Industrious

OPTIONAL SERVICES

(additional fees required)

- Additional conference room hours: \$25/half hour
- Dedicated internet (100% fiber dedicated bandwidth): \$10.00 per Mbs/company/month
- Public IP Address: \$20.00 / month
- Phone service (without phone): \$40.00 / month
- Phone service (with phone): \$60.00 / month
- Phone tree (basic): \$40/month
- Phone tree (enhanced): \$120/month
- Call recording: \$50/month
- Port in a number (transfer existing number to your new Industrious phone): \$15/month
- Port out a number (transfer an Industrious number to a new line/phone): \$30
- Conference bridge: \$20.00 / month
- Fax to email: \$30.00 / month
- Logo: \$150 / logo

Industrious

MEMBERSHIP TERMS AND CONDITIONS

These Membership Terms and Conditions are incorporated into and made part of the Membership Agreement (“**Agreement**”) entered into by and between the Industrious entity or entities (“**Industrious**”) and the member (“**Member**”) set forth on the Agreement signature page. Capitalized terms not otherwise defined herein have the meanings ascribed to them on the Agreement signature page.

Section 1. Office Space and Services

- (a) **Office Space.** Subject to these terms and conditions and payment of all applicable fees, Industrious will permit Member to access and use the number and configuration of furnished workspaces and workstations specified on the Agreement signature page (the “**Office Space**”), located at the property, building, or space owned, leased, or otherwise controlled by Industrious indicated on the Agreement signature page (the “**Premises**”).
- (b) **Start Date.** Industrious will use commercially reasonable efforts to make the Office Space available to Member as of the date specified on the Agreement signature page as the License Start Date, provided that if Industrious is unable to make the Office Space available on the date specified, the term “**License Start Date**” will mean the date Member actually receives access to the Office Space. Member’s payment obligations will begin on the License Start Date. Industrious reserves the right to relocate, reduce or increase the size, number, or configuration of the Office Space from time to time, in which case the applicable fees will be proportionately reduced or increased, as determined in Industrious’s sole discretion; provided that no such relocation or increase shall result in an increase of the monthly License Fee by more than 10% of the then-current monthly License Fee without Member’s prior written consent. Industrious will provide Member with reasonable advance written notice should changes to the Office Space or License Start Date be necessary.
- (c) **Services.** The Premises will include standard power outlets, common area restrooms and a common area kitchen. For common use within the Premises, Industrious will use good faith efforts to provide certain services (collectively, the “**Services**”), such as access to and use of shared internet connection and printers/scanners and other services as may be described in the Member handbook provided to Member. Any or all of the Services may be provided by Industrious, an affiliate of Industrious, or any third party service provider designated by Industrious from time to time in its sole discretion. All Services, other than shared internet connection and printers/scanners, that may be provided by or on behalf of Industrious may be added, deleted, or changed at any time at the sole discretion of Industrious, with or without prior notice to Member.
- (d) **Business Hours.** Business hours for the Premises may vary by location—the hours of operation in effect will be posted at the Premises or otherwise made available to Member. Industrious reserves the right to close the Premises on national holidays and on days with inclement weather at the discretion of Industrious. Certain Services may be available only during regular business hours, excluding holidays. The Premises may be accessible outside of business hours using the key card assigned to Member, in accordance with the procedures set forth in the Member handbook or other policy documents applicable to the particular Industrious location.
- (e) **Software.** In order to receive certain Services (including but not limited to access to the network, shared printing, etc.), Member may be required to install on Member’s computer device certain drivers or software tools (collectively, “**Software**”). Member acknowledges and agrees that Software may be owned, controlled, or provided by third parties, and that the installation or use of any Software may be subject to separate licenses, terms, conditions, or restrictions. Industrious provides no warranties with respect to the Software (even if provided by or through Industrious), and as a condition of use of the Software, Member,

on behalf of itself and its employees, agents, and invitees, waives any claim against Industrious, its affiliates, and any person acting on behalf of Industrious or its affiliates arising from or in conjunction with the installation or use of such Software.

- (f) **Specific Services.** Industrious will accept mail on behalf of Members. However, Industrious will not be responsible for any items received on behalf of Member. If Member expects a special delivery or package, Member must provide Industrious with reasonable notice and instructions, if necessary, in order for Industrious to accept such delivery. If Member's membership package includes a monthly allowance of conference room hours, such monthly allowance will not be rolled over from one month to the next.
- (g) **Maintenance.** Industrious will use commercially reasonable efforts to maintain the Premises in good functional condition; provided that Member is and will remain responsible for, and will indemnify, defend and hold harmless Industrious, Landlord (as defined hereunder), and their respective affiliates for any and all damage to the Office Space, Premises and/or the building in which the Premises is located, exceeding normal wear and tear, caused by Member or its agents, employees and invitees, and for the acts and omissions of Member and its employees, agents, or invitees. Member shall take good care of all parts of the Office Space, Premises and/or the Building, including any equipment, fixtures and furnishings, which Member is permitted to use hereunder. Member shall not alter any part of the Office Space, Premises and/or building or Industrious's equipment, fixtures or furnishings.
- (h) **Industrious Access.** Member acknowledges that Industrious and its designees will at all times have access to the Office Space, upon at least 24 hours' notice to Member (except in case of an emergency, which shall be determined in Industrious's sole discretion, and for routine janitorial or similar access), for purposes including but not limited to the maintenance and safety of the same and any emergency situations. Industrious may temporarily move and/or replace parts and components of the Office Space in Industrious's sole discretion. Notwithstanding the foregoing, except in the case of emergency, Industrious will use commercially reasonable efforts not to disrupt Member's business in or use of the Office Space.
- (i) **License Only.** Notwithstanding anything herein to the contrary, this Agreement is a revocable license to access the Office Space and receive certain Services, upon the terms and conditions set forth herein. The relationship between Industrious and Member is that of a licensor and licensee only, and not a landlord-tenant or lessor-lessee relationship. This Agreement will not be construed to grant Member any right, title, interest, easement, or lien in or to Industrious's business, the Office Space, the Premises, or anything contained therein, nor will this Agreement be interpreted or construed as a lease. Member acknowledges that this Agreement creates no tenancy interest, leasehold estate, or other real property interest in Member's favor and Member hereby waives any and all claims and/or defenses based upon any such interest.

Section 2. Term and Termination of Agreement

- (a) **Term.** The Term of this Agreement is set forth on the Agreement signature page.
- (b) **Termination for Breach.** Industrious may terminate this Agreement in its sole discretion, effective immediately if Member or any of its agents, employees, or invitees breaches any provision in this Agreement or violates any Industrious rules, policies, or codes of conduct. Provided that, if Member fails to pay any fee when due, if it is Member's first delinquency in any twelve (12)-month period, Industrious will send Member written notice of the delinquency, and Member will have five (5) days from the date of such notice to cure the delinquency by paying all amounts owed (including late fees and finance charges, as applicable). Member is only entitled to one notice and cure period per twelve (12)-month period, and for any subsequent delinquency Industrious may terminate Member's license and membership immediately, in Industrious's sole discretion.

- (c) **Termination for Convenience.** Industrious may terminate this Agreement (i) immediately in the event that Industrious's rights in the Premises terminate or expire for any reason; or (ii) upon thirty (30) days' written notice to Member in Industrious's sole and absolute discretion.
- (d) **Removal of Property upon Termination.** On or prior to the termination or expiration of this Agreement, Member will remove all of its property from the Office Space and Premises, leaving them in the same condition as they were in when Member moved in, reasonable wear and tear excepted, it being understood and agreed that member has no right to continue to use and/or access the Office Space or any Services after the expiration or termination of this Agreement. In addition to any other rights and remedies Industrious has hereunder, Industrious will be entitled to remove and dispose of any of such property remaining in or at the Office Space or the Premises after the termination of this Agreement in any way that Industrious chooses, without notice to Member (whether belonging to Member or its employees, agents, or invitees), and without waiving its right to claim from Member all expenses and damages caused by Member's failure to remove such property, and Member and any other person or entity shall have no right to compensation from or any other claim against Industrious as a result
- (e) **Effect of Termination.** Following the termination or expiration of this Agreement for any reason, Member will remain liable for all amounts due or owing as of the effective date of such termination or expiration (regardless of the date Member vacates any or all of the Office Space or the Premises). Without limiting the foregoing, if this Agreement is terminated for breach pursuant to Section 2(b) above, Member will remain liable for (x) all License Fees and any other fees owed through the remainder of the Term, and (y) the full amount of any fees that Industrious paid to a broker in connection with this Agreement ("**Broker Fees**"). All such License Fees and Broker Fees will be due and payable immediately upon such termination pursuant to Section 2(b). In the event this Agreement is terminated for convenience pursuant to Section 2(c) above, Industrious will within a reasonable time following the effective date of the termination return to Member any pre-paid License Fees or other fees applicable to the post-termination period. This Section 2 and Sections 4 through 7 of this Agreement will survive the termination or expiration of this Agreement for any reason, as will all other provisions of this Agreement that may be reasonably expected to survive such termination or expiration.

Section 3. Fees

- (a) **License Fees.** Beginning on the License Start Date, and continuing during the Term of this Agreement, Member will pay, in advance, the monthly license fee specified on the Agreement signature page ("**License Fee**"). The License Fee is due on or before the 1st of each month during the Term, provided that if the License Start Date falls on a date that is not the 1st day of the month, then on the License Start Date Member will pay the pro rata portion of the monthly License Fee for the remainder of that month. All License Fees must be paid in U.S. dollars. All amounts paid under this Agreement are nonrefundable and noncancellable, except as expressly provided herein. When Industrious receives funds from Member, such funds will be applied first to any past-due balances, oldest to newest, then to any current monthly fees due and owing. License Fees are subject to change during the Extension Term (if any) as set forth in Section 7(m) hereunder.
- (b) **Other Fees.** Where permitted under state law, credit card and debit card transactions may be subject to an extra charge (a "**Surcharge**") in an amount that is commensurate with Industrious's cost to accept and process credit card and debit card transactions. Any such Surcharge will be identified on the Agreement signature page and on the Member's monthly invoice. Payments made by ACH will not be subject to a Surcharge. A ten percent (10%) late fee will be charged on any outstanding balance existing on the 5th day of any month. Additionally, Member may be subject to additional fees for returned checks or other declined payments due to insufficient funds, as set forth in fee schedules published or posted by Industrious from time to time. Member acknowledges that all fees are subject to change from time to time

at the discretion of Industrious. Any late fees or charges are in addition to any other rights and remedies Industrious may have for Member's breach of this Agreement.

- (c) **Security Deposit.** The Security Deposit must be paid in the amount and at the time set forth on the Agreement signature page. The Security Deposit will be refunded to Member within forty-five (45) days after termination of this Agreement, subject to the complete satisfaction of Member's obligations under this Agreement, as determined by Industrious in its sole discretion. The Security Deposit will be held by Industrious, without liability for interest, as security for the performance by Member of Member's covenants and obligations under this Agreement. Member acknowledges and agrees that the Security Deposit will not be considered an advance payment of the License Fee or a measure of Member's liability for damages in case of default by Member. Industrious may, from time to time and without prejudice to any other remedy, use the Security Deposit to the extent necessary to make good any arrearages of the License Fee or to satisfy any other covenant or obligation of Member hereunder. Following any such application of the Security Deposit, Member will pay to Industrious on demand the amount so applied in order to restore the Security Deposit to its original amount. To the extent of any unapplied Security Deposit after the termination of this Agreement, Industrious will only refund the same to Member, unless an authorized representative of Member directs Industrious in writing to send the refund to another person or location. If during the Term of this Agreement, Member changes the Office Space to one(s) carrying higher License Fees, Member will deliver to Industrious the incremental increase in the Security Deposit as required by Industrious.
- (d) **Suspension of Services.** Industrious may withhold or suspend any Services and/or access to the Office Space and the Premises while there are any outstanding amounts due or Member is otherwise in breach of this Agreement, in addition to any other rights and remedies Industrious may have. In the event that Industrious withholds services from Member pursuant to the foregoing, Industrious shall not be liable for any claim of business interruption or for any indirect, incidental, special, consequential, exemplary or punitive damages arising out of such actions.
- (e) **Form of Payments.** Payments for License Fees and other fees hereunder may be made by ACH bank transfer, most major credit cards, debit cards, and checks drawn on U.S. bank accounts. Industrious may offer discounts off its regular License Fee and other fee rates for payments made by ACH bank transfer. Any such discounts will be reflected on the signature page of this Agreement. Any applicable ACH discount will be refunded to Member reasonably promptly after payment is made by member in full.

Section 4. Member Obligations

- (a) **Background Checks.** Industrious reserves the right to conduct a basic criminal and OFAC background check on any or all of Member's owners, officers, employees and agents who will be granted access to the Premises (particularly if Member desires after-hours access for such persons), and Member agrees to use good faith efforts to assist Industrious with the same, at no cost of Member. After-hours access may only be granted to those persons who pass such background check to Industrious's sole and absolute satisfaction. Member represents and warrants that neither Member, nor any of its owners, officers, employees or agents has been or will be: (a) designated as a "blocked person" as such term is described in Executive Order 13224, issued September 23, 2001 by George W. Bush, President of the United States; or (b) a person or entity described either as a Specially Designated Global Terrorist or a Specially Designated Nationals and Blocked Persons by the Office of Foreign Assets Control ("**OFAC**") of the U.S. Department of the Treasury. The continued accuracy throughout the Term of this Agreement of the foregoing representation and warranty is an ongoing material condition to this Agreement and, accordingly, Member has the obligation during the Term to immediately notify Industrious by written notice if the foregoing representation and warranty should ever become false. Any breach of the representation

and warranty or failure on the part of Member to so update Industrious constitutes a breach of this Agreement.

- (b) **Security.** Industrious makes no warranty or representation to Member with respect to any security services or systems and Industrious expressly disclaims any liability related to the wrongful access, use or disclosure of any data or information that is processed, stored or transmitted through or by the Services, which includes without limitation, the Software. Member shall be fully responsible for the safety and security of its personal property brought into the Office Space, Premises and/or building. As between Industrious and Member, Member shall also be fully responsible for any liability related to the wrongful access, use or disclosure of any data or information that is processed, stored or transmitted through or by the Services, which includes without limitation, the Software. Industrious shall not be liable to Member on account of any loss, injury, liability, damage or theft to any business or personal property of Member, its owners, officers, employees, agents and invitees, other than as a result of Industrious's gross negligence or willful misconduct. Member acknowledges that all keys, key cards, key fobs, and other such items used to gain physical access to the building, Premises and/or the Office Space remain the property of Industrious, or its landlord or the owner of the Premises or each of their respective affiliates (as applicable, "**Landlord**"). Member will not attempt to (or allow others to) gain unauthorized access to any computer systems located at or serving the Premises or any content or data of Industrious, other members, or any other person. Neither Member nor any of its agents, employees or invitees are permitted to enter any other office space in the Premises. Member will use its best efforts to safeguard the Premises and Industrious's property and will be liable for all costs and expenses should any such property be lost or damaged as a result of Member's and/or its employees', agents' or invitees' acts or omissions. Member is solely responsible for maintaining all necessary security and control of any and all user names, passwords, or any other credentials issued to or used by Member or its employees, agents or invitees, for use with Industrious's computer systems, networks, or other Services provided under this Agreement. Member will not allow (and will instruct its employees and agents to not allow) a party unknown to them to enter the Office Space or the Premises and acknowledges that such action may result in the termination of this Agreement. Member is and will remain responsible for the actions or omissions of all persons that Member or its employees, agents or invitees allow or invite to enter the Office Space or the Premises.
- (c) **Complaints.** Member agrees that all issues and complaints relating to the Office Space or other members will be directed solely to Industrious. Member will have no direct access to or communication with the Landlord (if other than Industrious), and Member agrees not to send any complaints or demands to the Landlord directly.
- (d) **Privacy Policy.** Member agrees that the use of Industrious's online portal and website are subject to Industrious's Portal Terms of Use and Privacy Policy, which are available at www.industriousoffice.com/portalterms/ and www.industriousoffice.com/privacypolicy/, respectively, and which are subject to change from time to time in Industrious's sole discretion.
- (e) **Rules and Policies.** Additional rules may be set forth in the Member handbook or other policy documents applicable to each Industrious location, which are subject to change from time to time in Industrious's sole discretion. Member agrees to abide by all rules and policies as determined by Industrious from time to time, whether communicated to Member verbally, by email, other written notice or public posting. Without limiting the foregoing, Industrious may require Member and each of its owners, officers, employees, agents and invitees who will be granted access to the Premises to agree to and sign Industrious's Anti-Harassment Policy prior to using the Office Space or Services.
- (f) **Prohibited Conduct.** In addition to any other applicable rules and policies issued by Industrious, Member agrees to the following terms and conditions:

- (i) **No Assignment or Sublicense.** Member may not sell, lease, license, distribute or grant any interest in the Office Space or any of the Services to any third party. Further, Member may not assign this Agreement in whole or in part, or otherwise transfer, sublicense or otherwise delegate any of Member's rights or obligations under this Agreement, to any third party.
- (ii) **No Alterations.** Member may not alter the Office Space or Premises in any manner or attach or affix any items to the walls, floors or windows, without the prior written consent of Industrious.
- (iii) **No Unapproved Items.** Member may not store any of its property or materials in any area of the Premises, except the Office Space. Member may not bring any additional furniture, furnishings or decorations into the Premises or Office Space or install any satellite or microwave antennas, dishes, cabling or telecommunications lines in the Premises or Office Space without the prior written consent of Industrious in its sole discretion. Member acknowledges that carts, dollies and other freight items may not be used in the passenger elevator except by appointment made with Industrious, at Industrious's sole discretion.
- (iv) **No Retail Use.** Member will use the Office Space solely as general office space in the conduct of Member's business and for no other use whatsoever. Use of the Office Space for retail, medical or other type of business involving frequent visits by members of the public, manufacturing, or for any other use prohibited by the Member handbook is not permitted. Regular use of the Office Space is limited to those persons subject to background checks as set forth in this Agreement.
- (v) **No Illegal Activities.** Member may not use the Premises, any Services, or any Industrious computer systems or networks to conduct or pursue any illegal activities, including but not limited to, downloading, distributing or viewing any illegal content, engaging in any activity in violation of OFAC regulations, and/or illegally downloading any copyrighted content, or any other activity that violates any intellectual property rights, and any such conduct using the Premises or Industrious's systems or networks may result in immediate termination of this Agreement.
- (vi) **No Offensive Behavior.** Member may not conduct any activity in the Office Space, Premises and/or the building that is harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise generally regarded as offensive to other people, including but not limited to, involvement in hate groups or activities involving pornographic or sexually explicit materials or obscenities, whether written, oral, or in any form or medium. Member will refrain from any activities that may be disruptive, a nuisance or an annoyance, including but not limited to, acts of disorderly nature or excessive noise. Member may not conduct any activity which may be hazardous to other persons in the building. Industrious may determine at its sole discretion what activities may be deemed offensive, disruptive or hazardous.
- (vii) **No Malware, Spamming.** Member may not upload any files that Member knows or suspects to contain or may contain viruses, Trojan Horses, worms, time bombs, corrupted files, or any other malicious code, whether known or unknown that may damage or disrupt Industrious's or any other person's computer systems or networks. Member will take precautions to prevent the spread of viruses, including but not limited to, using up-to-date anti-virus software, enacting policies to avoid opening suspicious emails, and avoiding suspicious websites. Spamming other members or any other persons is strictly prohibited, and any such conduct using the Premises or Industrious's systems or networks may result in immediate termination of this Agreement.
- (g) **Personal Information.** Member represents and warrants that it has obtained the necessary authorizations and consents for any personal information it processes through the Services, which includes without limitation, the Software.

Section 5. Intellectual Property and Confidentiality

- (a) **Trademarks.** Member may not use Industrious's name, logo, trademarks, service marks or domain names (collectively, "**Industrious Marks**") in any way in connection with Member's business, without the express written consent of Industrious, in its sole discretion. Member will comply with all standards established by Industrious from time to time with respect to the Industrious Marks. Member hereby acknowledges and agrees that all right, title, and interest in and to the Industrious Marks belong to Industrious, and that all usage and goodwill of the Industrious Marks will inure only to the benefit of Industrious. Member will not use, register, or attempt to register any trademarks or domain names that are confusingly similar to the Industrious Marks, nor use the Industrious Marks in any manner that would indicate that Member has any rights thereto. If consent to use the Industrious Marks is granted as set forth above, Industrious reserves the right to revoke Member's rights to use the Industrious Marks at any time in Industrious's sole discretion.
- (b) **Publicity.** Member may use the address of the Office Space as its business address, but only during the Term of this Agreement. Member may not use photos or illustrations of the Premises, or any Industrious Marks, in any of Member's marketing materials or in any other manner without the express written consent of Industrious. Further, no press release, advertising, sales literature or other publicity statements relating to the existence or substance of this Agreement or the relationship of the parties may be made by Member without the prior written approval of Industrious. Member grants Industrious and its affiliates the right to use Member's trade name(s), logos and/or trademarks in Industrious's materials prepared for its shareholders or members, or prospective shareholders or members.
- (c) **Member Directory.** Industrious may place Member's name and contact information in a directory of Industrious members; provided that Member will be given the opportunity to "opt-out" of such listing which it may do at any time.
- (d) **Photo and Video Shoots.** Member acknowledges that promotional photography and/or video recording (a "**Shoot**") may occur in the Premises (but not within the Office Space) from time to time. Industrious will provide Member with reasonable advance notice of any such Shoot, and at such time Member may request that Industrious endeavor to avoid capturing Member's name, likeness, image, voice and/or appearance in the background any such recordings. Industrious will use commercially reasonable efforts to comply with Member's request. Subject to the foregoing, by entering that portion of the Premises in which a Shoot is taking place, Member and Member's employees, agents, and invitees consent to such photography and/or video recording and the release, publication, exhibition or reproduction of such recordings in which they may appear for promotional purposes by Industrious and its affiliates and representatives. Subject to the foregoing, Member and its employees, agents, and invitees each hereby releases and discharges Industrious and its agents, representatives, and assignees from any and all claims and demands arising out of or in connection with the use of the name, likeness, image, voice, or appearance of Member or any of its employees, agents, or invitees, including any and all claims for invasion of privacy, right of publicity, misappropriation, misuse, and defamation. Member represents and warrants to Industrious that its employees, agents, and invitees will have been informed of and agreed to this consent, waiver of liability, and release before they enter that portion of the Premises in which a Shoot is taking place.
- (e) **Sensors.** Member acknowledges that Industrious does or may utilize sensors that record usage of the Premises, excluding the Office Space, and amenities (the "**Sensors**"), and consents to the use of the Sensors. The Sensors monitor, among other things, the number of people utilizing a particular space or amenity, the times that a particular space or amenity is used, etc. Low resolution images may be captured, which will be processed by automated software, for the purpose of counting people and upon the completion of said task, the image will be deleted. No sound recordings will be made or captured and no high resolution photographs or videos will be taken. The data collected is anonymous aggregated data. Prior to the implementation of any sensors, Industrious will contractually prohibit vendors of any

sensors used from combining any anonymous aggregated data with other data in any manner that could make it personally identifiable data. Industrious will use the data collected for improving or developing its service or products, or for any other lawful business purpose. Subject to the foregoing, Member and its employees, agents, and invitees each hereby release and discharge Industrious and its agents, representatives, and assignees from any and all claims and demands arising out of or in connection with the use of the Sensors, including any and all claims for invasion of privacy, right of publicity, misappropriation, misuse, and defamation. Member represents and warrants to Industrious that its employees, agents, and invitees will have been informed of and agreed to this consent, waiver of liability, and release before they enter that portion of the Premises in which the Sensors are being used.

- (f) **Confidential Information.** Member may receive or learn certain confidential information about Industrious or Industrious's other members, including without limitation, information regarding its or their business operations, business and marketing plans, pricing, technology, finances and methods (collectively, "**Confidential Information**"). Member agrees to hold all Confidential Information, whether belonging to Industrious or its other members, in strict confidence and to take all reasonable precautions to protect such Confidential Information. All terms and conditions of this Agreement (including, without limitation, pricing-related information) shall be deemed Confidential Information. Member acknowledges that any disclosure or unauthorized use of Industrious's Confidential Information will constitute a material breach of this Agreement and cause substantial harm to Industrious for which damages would not be a fully adequate remedy. In the event of any such breach, Industrious will have, in addition to any other available rights and remedies, the right to injunctive relief (without being required to post any bond or security). If an employee or agent of Industrious becomes aware of any Confidential Information of Member, Industrious agrees to cause such employee or agent to hold such Confidential Information in strict confidence and to take all reasonable precautions to protect such Confidential Information, except any disclosure required by law, court order or in connection with a breach of this Agreement by Member.

Section 6. Liability

- (a) **Waiver of Claims.** Member will be solely responsible for maintaining the insurance coverage required hereunder and Member will look solely to such insurance for any and all claims, damages, costs, expenses, liabilities and rights it may have, except to the extent arising or resulting from the gross negligence or willful misconduct of an Industrious Party (defined hereunder). To the maximum extent permitted by law, Member, on its own behalf and on behalf of its owners, officers, employees, agents and invitees, hereby Waives (as defined hereunder) any and all claims, actions, damages, costs, expenses, liabilities and rights against Industrious, Landlord, their respective affiliates, and each of their respective past, present and future principals, members, assignees, managers, directors, officers, employees, agents, successors and assigns (each an "**Industrious Party**" and collectively, "**Industrious Parties**") arising or resulting from (i) any injury or damage to, or destruction, theft, or loss of, any tangible or intangible property located in or about the Office Space, the Premises or the building in which the Premises is located, (ii) any personal injury, bodily injury or property damage (as such terms are defined by insurance regulations) occurring in or at the Office Space, the Premises or the building in which the Premises is located, (iii) the wrongful access or use of any data or information, or (iv) any loss of use or interruption of Member's business or any interruption or stoppage of any Service, except to the extent arising or resulting from the gross negligence or willful misconduct of an Industrious Party. For purposes of this Agreement, "**affiliates**" of Industrious or of Landlord include any person or entity that controls, is controlled by, or is under common control with Industrious or Landlord, respectively, including without limitation, any subsidiaries or parent companies; and the term "**Waives**" means that Member, and its owners, officers, employees, agents and invitees waive and knowingly and voluntarily assume the risk of.
- (b) **Disclaimer of Warranties.** Industrious expressly disclaims and excludes all warranties, whether express, implied or statutory, with respect to the Office Space, the Premises and the Services provided by or on

behalf of Industrious, including but not limited to, any warranty of merchantability, fitness for a particular purpose, non-infringement, habitability, or quiet enjoyment, or any warranties that may have arisen or may arise from course of performance, course of dealing or usage of trade. Industrious makes no representations or warranties regarding the quality, reliability, timeliness or security of the Office Space or any Services provided by or on behalf of Industrious, or that any Services will be uninterrupted or operate error free. The Office Space, Premises and Services provided by Industrious are provided "as is" and "with all faults".

- (c) **Limitation of Liability.** The aggregate monetary liability of the Industrious Parties to Member, its owners, officers, employees, agents and invitees for any reason and for all causes of action, whether in contract, in tort, or otherwise, not otherwise waived as set forth above, will not exceed the total fees paid by Member to Industrious under this Agreement during the twelve (12)-month period prior to the date on which the cause of action accrued. Notwithstanding anything herein to the contrary, in no event will any Industrious Party be liable for any claim or cause of action, whether in contract, in tort, or otherwise for any indirect, special, consequential, exemplary, or punitive damages, including but not limited to, loss of profits or business interruption, even if Industrious has been advised of such damages. Member acknowledges that Industrious's obligations under this Agreement are consideration for the foregoing limitations of liability. The limitations, waivers, disclaimers and exclusions in this Agreement apply to the maximum extent allowed by law, even if a remedy fails its essential purpose.
- (d) **Limitation of Actions.** To the extent not otherwise waived as set forth above, unless otherwise prohibited by applicable state or federal law, Member must commence any action, suit or proceeding against any Industrious Parties, whether in contract, tort, or otherwise, within one (1) year of the cause of action's accrual and Member, on its own behalf and on behalf of its owners, officers, employees, agents and invitees, hereby Waives any claims not brought within such time period.
- (e) **Indemnification.** Member will indemnify, defend and hold harmless each of the Industrious Parties from, and against any and all actual claims, actions, proceedings, damages, liabilities, costs and expenses of every kind, whether known or unknown, including but not limited to reasonable attorney fees (collectively, "Claim(s)"), to the extent resulting from or arising out of (i) any breach of this Agreement by Member or Member's owners, officers, employees, agents, or invitees; or (ii) any actions, errors, omissions, negligence, willful misconduct or fraud of Member or Member's owners, officers, employees, agents or invitees. If any such Claim is brought against any of the Industrious Parties, Member will defend the Claim at Member's expense, upon written notice from Industrious, using counsel approved by Industrious in writing, such approval not to be unreasonably withheld. The Industrious Parties' refusal to consent to a settlement shall not be deemed unreasonable when the proposed settlement requires or results in the Industrious Parties, or any one of them, admitting to any wrongdoing or liability.
- (f) **Insurance Requirements.** Member, at its expense, will maintain at all times during the Term of this Agreement the following insurance policies: (i) personal property insurance covering any and all personal property of Member and its owners, officers, employees, agents and invitees from time to time, within the Office Space, the Premises and/or the building in which the Premises is located, (ii) workers' compensation insurance in the minimum amounts required under applicable state law, (iii) commercial general liability insurance covering personal injury, bodily injury and property damage of no less than \$1,000,000 and (iv) business interruption insurance . All insurance policy(ies) required to be carried by Member must (1) name, as additional insureds, Industrious and its Landlord(s) (including any master landlord and their respective lender(s)), or other persons with responsibility for the Premises whom Industrious may designate in writing to Member, and (2) be endorsed to waive all rights of subrogation against Industrious and its Landlord(s). Upon request from Industrious, Member will promptly provide proof of insurance required to be carried above, and in the form required above, including without limitation, the inclusion of the required additional insureds and waivers of subrogation. Further, Member,

on its own behalf and on behalf of its employees, agents and invitees, hereby releases Industrious from any liability resulting from, and agrees to waive all rights of recovery against the Industrious Parties, on account of any and all claims it may have against the Industrious Parties, and shall cause its insurance company to waive all such claims by way of subrogation or otherwise. If Member fails to maintain any insurance required hereunder, Industrious's failure to take any action regarding such breach, including but not limited to, requesting or requiring proof of the existence of any such insurance at any time, and/or providing notice to Member of any such non-compliance, will not be considered or construed in any manner as a waiver of any rights of Industrious for such breach, nor will such failure of Member to carry any such insurance or such failure of Industrious to take any action with regard to such breach impose any obligation or liability on Industrious in any manner. Industrious reserves the right, but will not be obligated, to purchase any required insurance on behalf of Member, at Member's expense. If Member fails to carry any required insurance and a Claim occurs that would otherwise be covered by Member's insurance, Industrious, without imposing any liability on Industrious or waiving any rights Industrious has with regard to Member's breach, may, but will not be obligated to, make a claim under any insurance policy carried by Industrious to cover such Claim, in which event Member will be liable to Industrious for all costs and expenses of Industrious to cover such Claim, including, but not limited to, the applicable deductible and a reasonable portion of the premium as determined by Industrious. Industrious, at its expense, will maintain during the Term insurance in such amounts as required under Industrious's lease, management agreement or other agreement to operate and manage the Premises as co-working space with its Landlord for the Premises (as applicable, the "**Lease**").

- (g) **Non-Solicitation.** Member will not, during the Term of this Agreement and for a period of one (1) year thereafter, solicit the employment of any officer, employee, contractor, subcontractor or service provider of Industrious, which causes such person, directly or indirectly, to decrease or terminate its employment or business with Industrious. If Member hires any employee, contractor or subcontractor of Industrious during the period described, Member will pay to Industrious an amount equal to such person's annual salary with or fees from Industrious. Notwithstanding the foregoing, nothing in this paragraph shall restrict or preclude Member from hiring any person who responds to a general solicitation of employment through an advertisement not targeted specifically at Industrious or its employees.

Section 7. General

- (a) **Breach of Agreement.** In the event of a breach of this Agreement by Member, Industrious will have any and all rights and remedies available to Industrious as set forth in the Agreement, at law and/or in equity, including without limitation, recovery of all court costs and reasonable attorneys' fees incurred by Industrious in pursuing such remedies, whether legal action is filed or not, all of which rights and remedies are cumulative and not exclusive of each other.
- (b) **Entire Agreement.** This Agreement, including all schedules and attachments incorporated by reference, sets forth the entire understanding of the parties relating to its subject matter, and all other understandings, written or oral, are superseded. This Agreement will also be deemed to include all policies, procedures, and requirements published by Industrious from time to time, with which Member hereby agrees to comply. Except as otherwise provided in this Agreement, this Agreement may not be amended except in a writing executed by both parties.
- (c) **Subordination.** Notwithstanding anything herein to the contrary, this Agreement is at all times subject and subordinate to the Lease with Landlord and to any other agreements to which the Lease is subject or subordinate. Member acknowledges that Member has no rights under the Lease.
- (d) **Governing Law; Venue.** This Agreement is governed by the laws of New York, without giving effect to any conflict of law principle that would result in the laws of any other jurisdiction governing this Agreement. Except that either party may seek equitable relief from any court of competent jurisdiction in

New York County, New York, any dispute arising out of or relating to this Agreement—including the breach, termination, and validity of this Agreement, and the arbitrability of any claim—that cannot be resolved amicably by mutual agreement shall be finally settled by confidential and binding arbitration in accordance with the arbitration rules of JAMS then in force by one or more arbitrators appointed in accordance with said rules. The place of arbitration shall be New York County, New York. In any action, suit or proceeding between Industrious and Member, including any appellate or alternative dispute resolution proceeding, to enforce rights under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party, in addition to any other relief awarded, all of its costs and expenses in connection therewith, including, but not limited to, reasonable attorneys' fees.

- (e) **Class Action Waiver.** Any proceeding to resolve any dispute relating to or arising under this Agreement in any forum will be conducted solely on an individual basis. Neither party will assert any claim (including counterclaim) against the other in arbitration or litigation on a class or consolidated basis, and neither party will pursue or participate in any claim against the other in a representative or private attorney general capacity. No proceeding will be combined with another without the prior written consent of all parties to all affected proceedings. This class action waiver precludes Industrious and Member from pursuing, participating in, or being represented in any class, consolidated, or representative action regarding any claim against the other.
- (f) **Waivers.** Neither party will be deemed by any act or omission to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the waiving party, and then only to the extent specifically set forth in writing. No delay or omission by any party in exercising any of said rights or remedies shall operate as a waiver thereof. Further, one or more waivers of any covenant or condition by either party will not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by either party to or of any act requiring such consent or approval will not be deemed to render unnecessary future consent or approval to or of any subsequent similar act.
- (g) **Relationship of the Parties.** The parties to this Agreement are independent contractors and will not be considered agents, employees, servants, joint venturers, or partners of one another. Neither party has the authority to bind the other party except as explicitly set forth in this Agreement, and neither party will make any representation or warranty otherwise. Industrious will have no responsibility for any fee or expense incurred by Member in connection with either party's performance this Agreement, or provision or use of the Services.
- (h) **Successors and Assigns.** In the event of any transfer or transfers of Industrious's interest in the Premises, Industrious will automatically be relieved of any and all respective obligations accruing from and after the date of such transfer. Following any such transfer(s), all rights, obligations and interests of Industrious under this Agreement will apply to, inure to the benefit of, and be binding on any such successors and assigns of Industrious.
- (i) **No Third-Party Beneficiaries.** Except for third parties entitled to indemnity under this Agreement or third parties whose liability is specifically limited pursuant to the terms of this Agreement, the parties to this Agreement do not intend to confer any right or remedy on any third party.
- (j) **Force Majeure.** Neither party is liable for, and will not be considered in default or breach of this Agreement on account of, any delay or failure to perform as required by this Agreement (with the exception of Member's obligation to pay any sum due to Industrious hereunder, including without limitation, the License Fees, which obligation will remain unaffected by the provisions of this paragraph) as a result of any causes or conditions that are beyond such party's reasonable control and which such party is unable to overcome by the exercise of reasonable diligence, provided that the affected party will use commercially reasonable efforts to promptly resume normal performance. For the avoidance of doubt, Member's payment obligations under this Agreement remain unaffected by circumstances beyond

Industrious's reasonable control, including public health crises (such as COVID-19) and public health measures in response thereto.

- (k) **Severability.** If a provision of this Agreement is determined to be unenforceable in any respect, the enforceability of the provision in any other respect and of the remaining provisions of this Agreement will not be impaired.
- (l) **Notices.** Unless expressly specified otherwise herein, all notices, requests, demands and other communications to be delivered hereunder will be in writing and delivered in person, by nationally recognized overnight carrier, or by registered or certified mail, return-receipt requested and postage prepaid, to the following addresses: if to Industrious, to: Industrious, Attn: Head of Legal, 215 Park Avenue South, 12th Floor, New York, NY 10003; and if to Member: to the address provided by Member upon execution of this Agreement, and if none, then to the Office Space. All notices will be deemed effective as of the date of confirmed delivery or refusal of receipt. In addition to the foregoing methods, notices from Industrious to Member may also be delivered by email to the email address provided by Member upon execution of this Agreement. Notices of non-renewal by Member may, at the Member's option, be delivered by email to the Industrious email address provided to Member upon execution of this Agreement. Delivery of notices by email hereunder will be deemed effective upon transmission. Each party may update its respective address and/or e-mail address from time to time upon written notice to the other. Member must promptly provide Industrious with any change of address, e-mail address and other contact information (including phone number). Member agrees to accept community-wide emails sent out to all members by Industrious from time to time, which will be the responsibility of Member to review.
- (m) **Updates to Agreement; License Fee Changes.** Notwithstanding any other provision in this Agreement, Industrious may from time to time update the terms of this Agreement by providing at least thirty (30) days' notice to Member; provided that such updates shall not materially interfere with Member's rights under this Agreement or impose any additional material obligations on Member. Member acknowledges that Member's continued use of the Office Space and/or Services beyond such thirty (30)-day period will constitute acceptance of such updated terms. In addition, License Fees are subject to change from time to time during the Extension Term, if any, in Industrious's sole discretion upon sixty (60) days' written notice, provided that price adjustments will not exceed ten percent (10%) at a time. Member acknowledges that Industrious may serve notice of any changes to Services, fees (other than License Fees hereunder) or other updates through community-wide emails sent out to all members or through notices posted at the Premises, and Member agrees to accept and review such community-wide notices.
- (n) **Accord and Satisfaction.** No payment by Member or receipt by Industrious of a lesser amount than required hereunder will be deemed to be other than on account of the earliest amounts due hereunder, nor will any endorsement or statement on any check or any letter accompanying any check or payment be deemed an accord and satisfaction and Industrious may accept such check or payment without prejudice to its rights to recover the balance of such amounts or pursue any other rights and remedies it has under this Agreement.
- (o) **Time of Essence.** Time is of the essence with respect to the performance of each of Member's obligations under this Agreement.

DOCUMENT NAME: Orange County Power Authority : Irvine - 3349 Michelson - License Agreement FINAL
DOC ID: c2bc6f73-f578-45f4-8432-b313fd34857a

ELECTRONICALLY SIGNED BY:

Name: Brian Probolsky
Title: CEO
Company: Orange County Power Authority
Email: bprobolsky@ocpower.org
Date/Time: August 31, 2022 17:57:05
IP Address: 205.209.24.227



Name: Alex Romiti
Date/Time: August 31, 2022 17:58:26
Email: aromiti@industriousoffice.com

ORANGE COUNTY POWER AUTHORITY
Staff Report – Item 9.7

To: Orange County Power Authority Board of Directors

From: Brian Probolsky, Chief Executive Officer

Subject: Customer Marketing and Public Information Recap

Date: October 25, 2022

RECOMMENDED ACTION

Receive and file

BACKGROUND

A report on Orange County Power Authority's customer marketing and public information efforts since April 1, 2022 is attached.

FISCAL IMPACT

None

ATTACHMENT

Customer Marketing and Public Information Recap



CUSTOMER MARKETING AND PUBLIC INFORMATION RECAP

 April–October 2022



OVERVIEW

This has been a pivotal year preparing for both the commercial and residential service launches in OCPA member cities – Buena Park, Fullerton, Huntington Beach and Irvine.

Both customer marketing and public information have been integral to OCPA's communications effort about the transition from an investor-owned utility to a community choice energy provider in member communities. Our messaging has been focused on providing accurate information about the benefits of CCEs: local control and reinvesting in the community, cleaner energy to address climate change, competitive rates and choice in how much renewable energy customers want to use. OCPA has also had to invest in communications to counter significant misinformation in the market driven by the political climate.

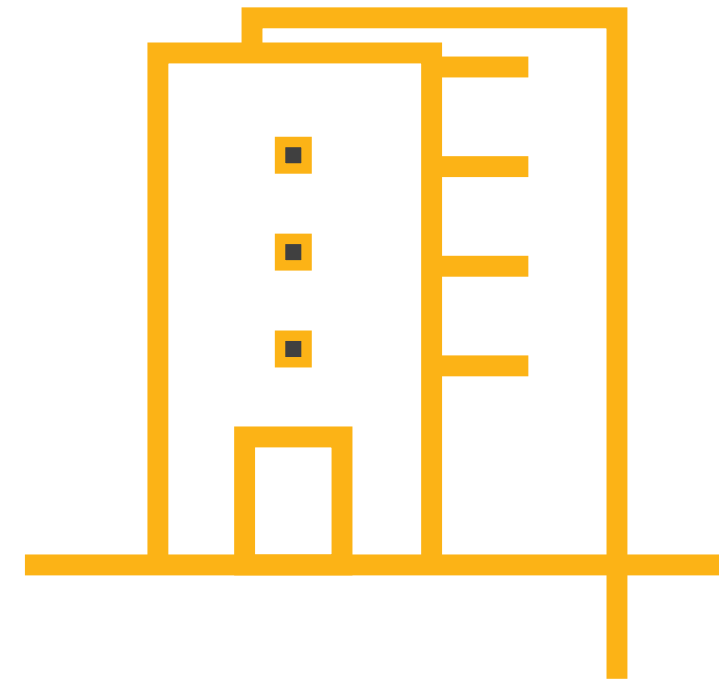
It's imperative that OCPA stay the course and drive a fact-based narrative to continue informing customers about energy choice and how OCPA is helping to create a healthier, more resilient community.

OCPA successfully launched commercial service in April 2022, followed by the residential service launch in October 2022.



EXECUTIVE SUMMARY

Communicated directly with customers in member cities via direct mail ~600,000 pieces of direct mail sent pre- and post-enrollment (since April)



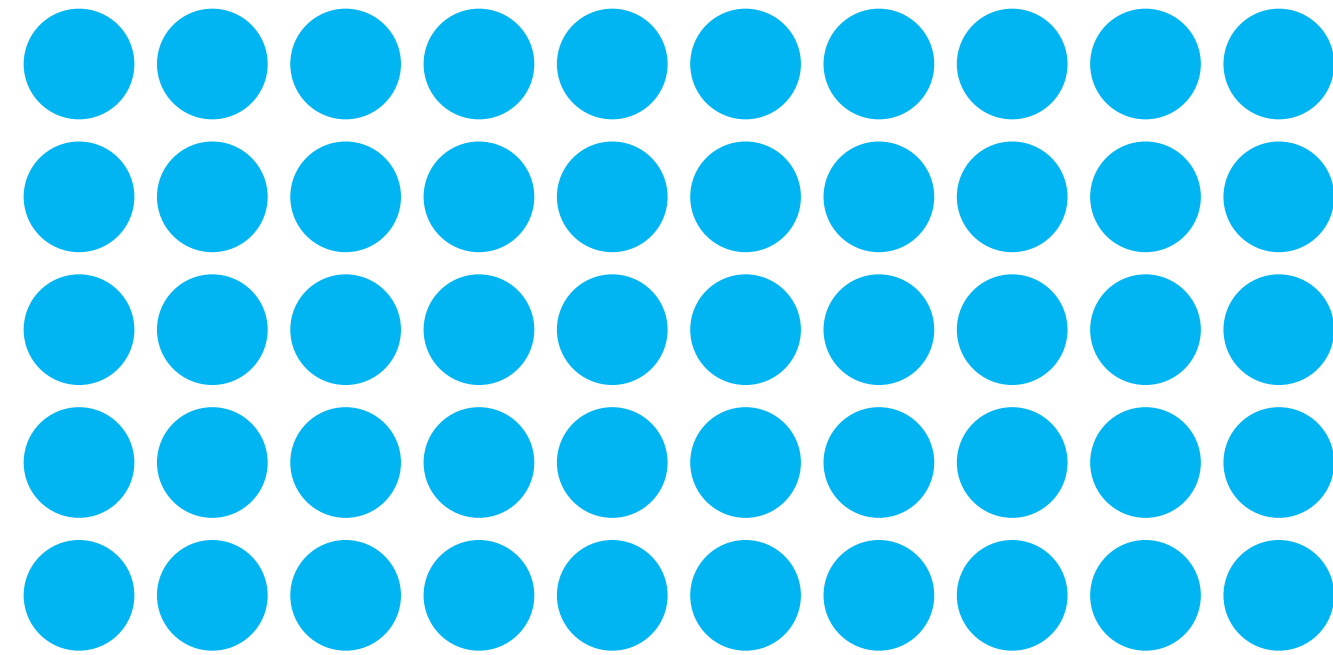
2 commercial
post-enrollment notices



2 pre-enrollment and
1 post-enrollment
residential notice
(in progress)



EXECUTIVE SUMMARY (Continued)



200 HOURS
50+ EVENTS

Dedicated more than 200 hours of community outreach through ~50 events and conferences in member communities (since April)

BRAND AWARENESS CAMPAIGN TOTAL REACH 282,000

FOLLOWER CAMPAIGN TOTAL IMPRESSIONS 406,023

GET THE FACTS CAMPAIGN TOTAL REACH 278,968

Utilized paid social media to reach residents in member communities: brand awareness, follower and Get the Facts campaigns

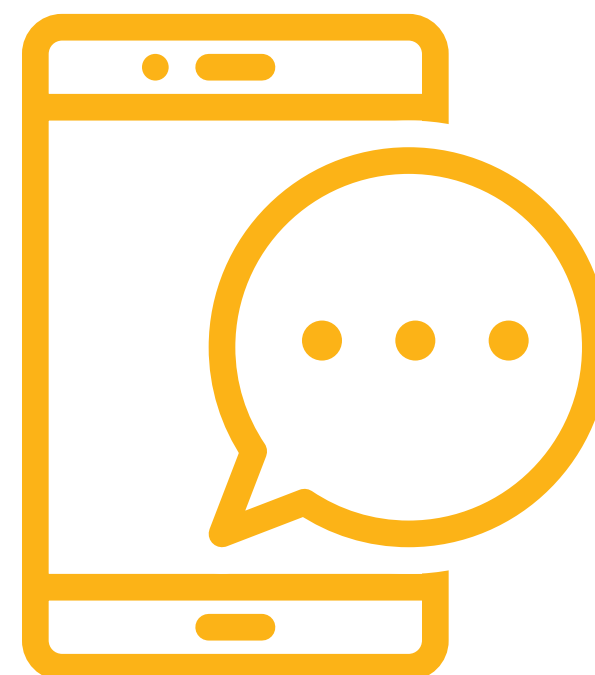


EXECUTIVE SUMMARY (Continued)

Business relationship manager outreach and call center support (since April)



10 days of mobile office hours in member communities



~500 customer contacts through "Contact Us" form on OCPower.org



~56K Customer calls



EXECUTIVE SUMMARY (Continued)

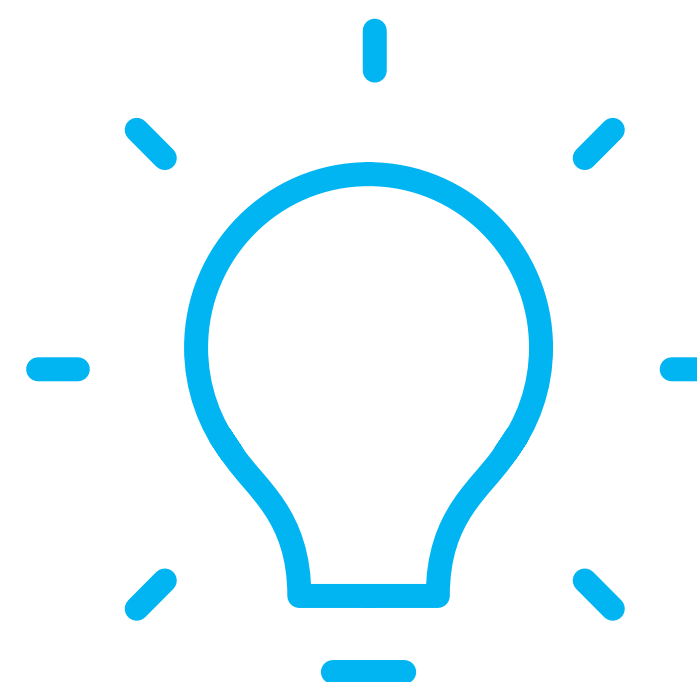
Leveraged earned media opportunities to tell OCPA's story



11 Media interviews



1 Multicultural media briefing with 12 members of the media



24 stories



251,000 media impressions



EXECUTIVE SUMMARY (Continued)

Distributed three quarterly newsletters to subscribers



- 1,100+ subscribers
(400% increase since April)
- 70% open rate
(national average is 24%)
- 12% click rate
(national average is 2.4%)



EXECUTIVE SUMMARY (Continued)

Added new and fresh content to the website promoting it through direct mail, events and across social media



4 blog posts

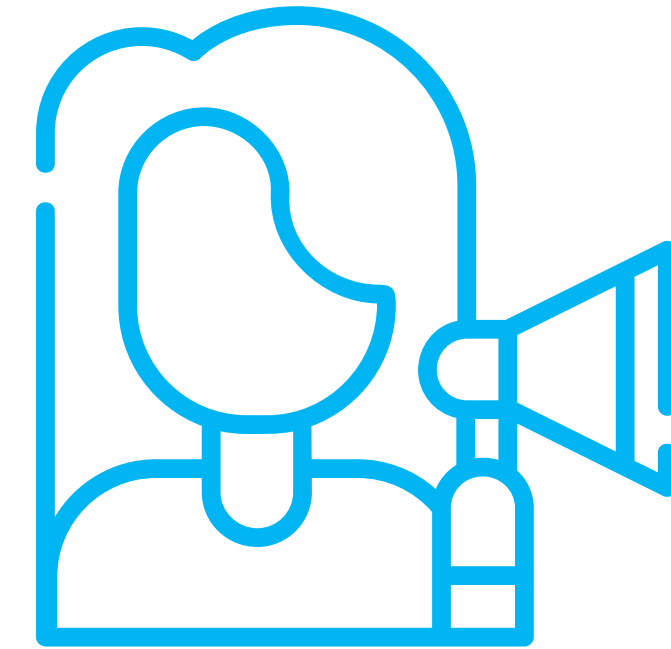


100,000 unique
page visits to
OCPower.org

(since August 1)



Get the Facts
collateral



5 news releases



TABLE OF CONTENTS



- Objectives and Strategies
- Audiences
- Customer Marketing
- Public Information

BUSINESS OBJECTIVES



- Deliver renewable energy to commercial and residential accounts in member communities.

COMMUNICATIONS OBJECTIVE



- Raise awareness among the public and key city officials about the need for and benefits of Orange County Power Authority



STRATEGIES



- **INFORM** municipalities, businesses, and residents about OCPA, Community Choice Energy (CCE) and the benefits of choosing renewable energy.
- **POSITION** OCPA as the preeminent renewable energy provider offering businesses, residents, and municipalities in Orange County choice.

AUDIENCES



**Businesses in
member cities
and potential
member cities**



**Residents in
member cities
and potential
member cities**



**City officials and
leaders**



**Business and
opinion leaders**



Media



CUSTOMER MARKETING



MARKETING TACTICS



- Direct Mail
- Advertising
- Customer Toolkit
- Community Event Participation

RESIDENTIAL NOTICES— DIRECT MAIL



- Translated in seven languages and available on the website
- 600,000 pieces of mail sent pre- and post-enrollment



COMMUNITY ADVERTISING



Placed advertisements in member community publications including parks and recreation guides, chamber of commerce newsletters and event programs.

HUNTINGTON BEACH,
Surf City Break

IRVINE, *Greater Irvine Chamber of
Business Outlook*

FULLERTON, *Fullerton Connect*

Celebrate Irvine

- Summer issue



BUSINESS CUSTOMERS TOOLKIT



As OCPA business managers established relationships with key commercial customers, a digital toolkit was created to share with businesses that are interested in showcasing their commitment to renewable energy. In addition, a Sustainability Champion certificate was produced to recognize these business. The toolkit includes:

- Digital badge (Sustainability Champion)
- Social graphics with captions
- E-Newsletter banner and content
- Window decal



MEMBER COMMUNITIES EVENT PARTICIPATION & SPONSORSHIPS



- Events were identified in each member community where OCPA could host a booth to engage with residents.
- OCPA also participated in sustainability conferences and expos with opportunities to present and educate attendees about renewable community choice energy.
- OCPA's participation in events was promoted on social media.



**MEMBER
COMMUNITIES
EVENT
PARTICIPATION &
SPONSORSHIPS**
continued



BUENA PARK

- SHE Influences Conference & Business Expo, May 4
- 2022 Buena Park State of the City, May 12
- Love Buena Park, May 14
- Buena Park Summer Concert Series, July 13, 20, 27
- Silverado Days, October 14-16



**MEMBER
COMMUNITIES
EVENT
PARTICIPATION &
SPONSORSHIPS**
continued



FULLERTON

- 2022 Fullerton Mayor's Prayer Breakfast, May 6
- Fullerton Day of Music, June 21



**MEMBER
COMMUNITIES
EVENT
PARTICIPATION &
SPONSORSHIPS**
continued



HUNTINGTON BEACH

- Huntington Beach Chamber AM Connect, May 13

- Surf City Nights
May 17, June 7, July 5, August 23



**MEMBER
COMMUNITIES
EVENT
PARTICIPATION &
SPONSORSHIPS**
continued



IRVINE

- Irvine Korean Cultural Festival, May 14
- Irvine Business Outlook, May 18
- Celebrate Irvine, June 16
- Sustain SoCal Driving Mobility, June 29
- Irvine Global Village Festival, October 8

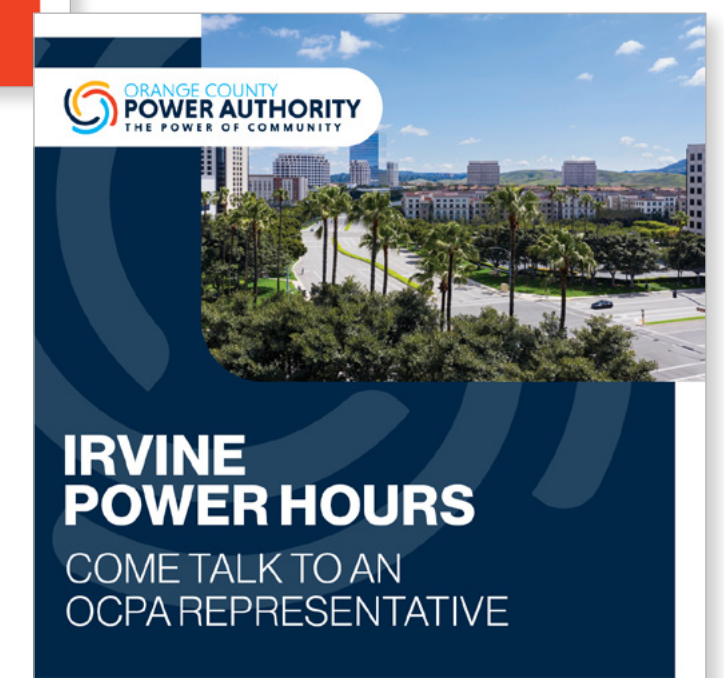
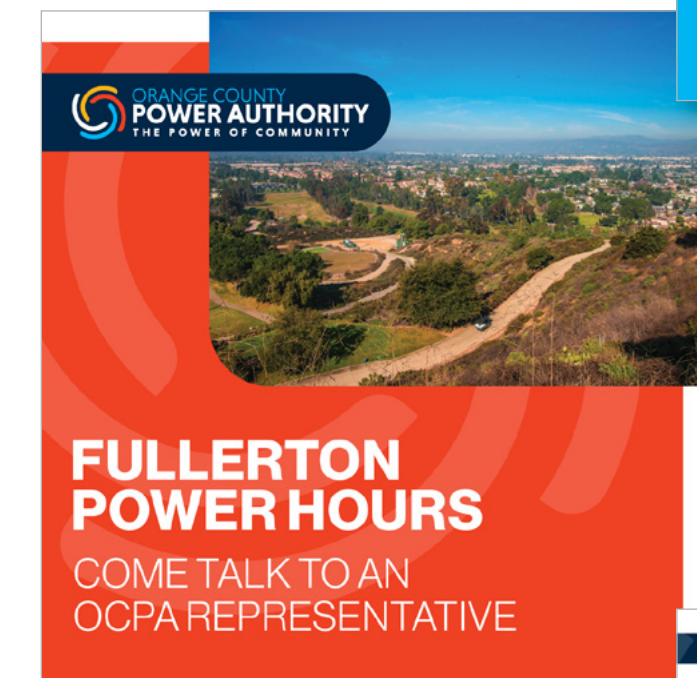
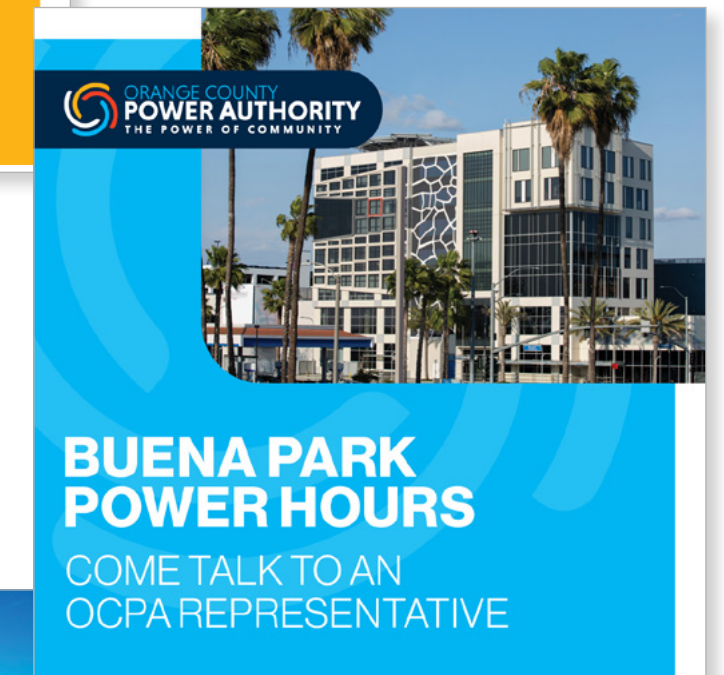


POWER HOURS



In September, OCPA began hosting office hours in each member community to provide easy access for residents to meet with an OCPA representative, ask questions about community choice energy and learn more about OCPA.

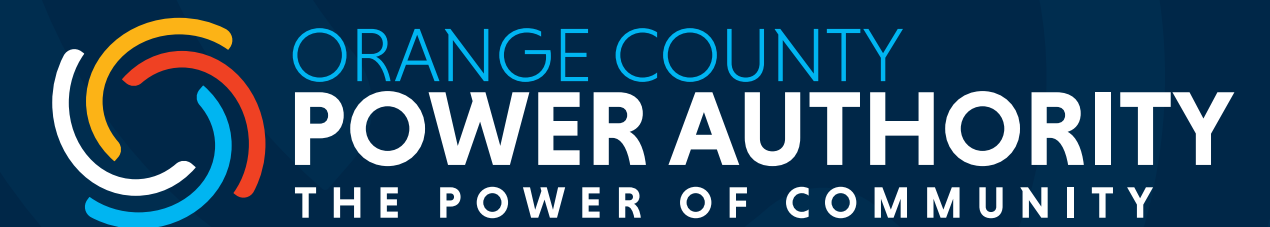
- Fullerton Public Library
- Huntington Beach Civic Center | Huntington Beach Library
- Buena Park City Hall
- Irvine Civic Center



BRANDED EVENT BOOTH



- The OCPA branded booth has been staffed by employees, Board Members and Community Advisory Committee members who spent nearly 200 hours at events in all member communities
- Encouraged e-newsletter sign ups via a QR code display that drives people to the sign up
- Useful branded items are available (e.g., totebag, pen, flashlight)



We are your independent, not-for-profit, locally governed Community Choice Energy (CCE) provider that serves our community with cleaner energy.

Learn more about your renewable energy choices at [OCPower.org](https://ocpower.org).

Follow us
f t i in

Scan the QR code to
**SIGN UP FOR OUR
NEWSLETTER!**



EVENT ATTENDEES SURVEY



A recent event survey resulted in:

- 370 responses
- 64 newsletter signups
- 49 contact requests
- Average of 8/10 rating that renewable energy is important for powering homes

2. Have you heard of Orange County Power Authority?

[More Details](#)

Yes	234
No	136



3. Where did you hear about OCPA?

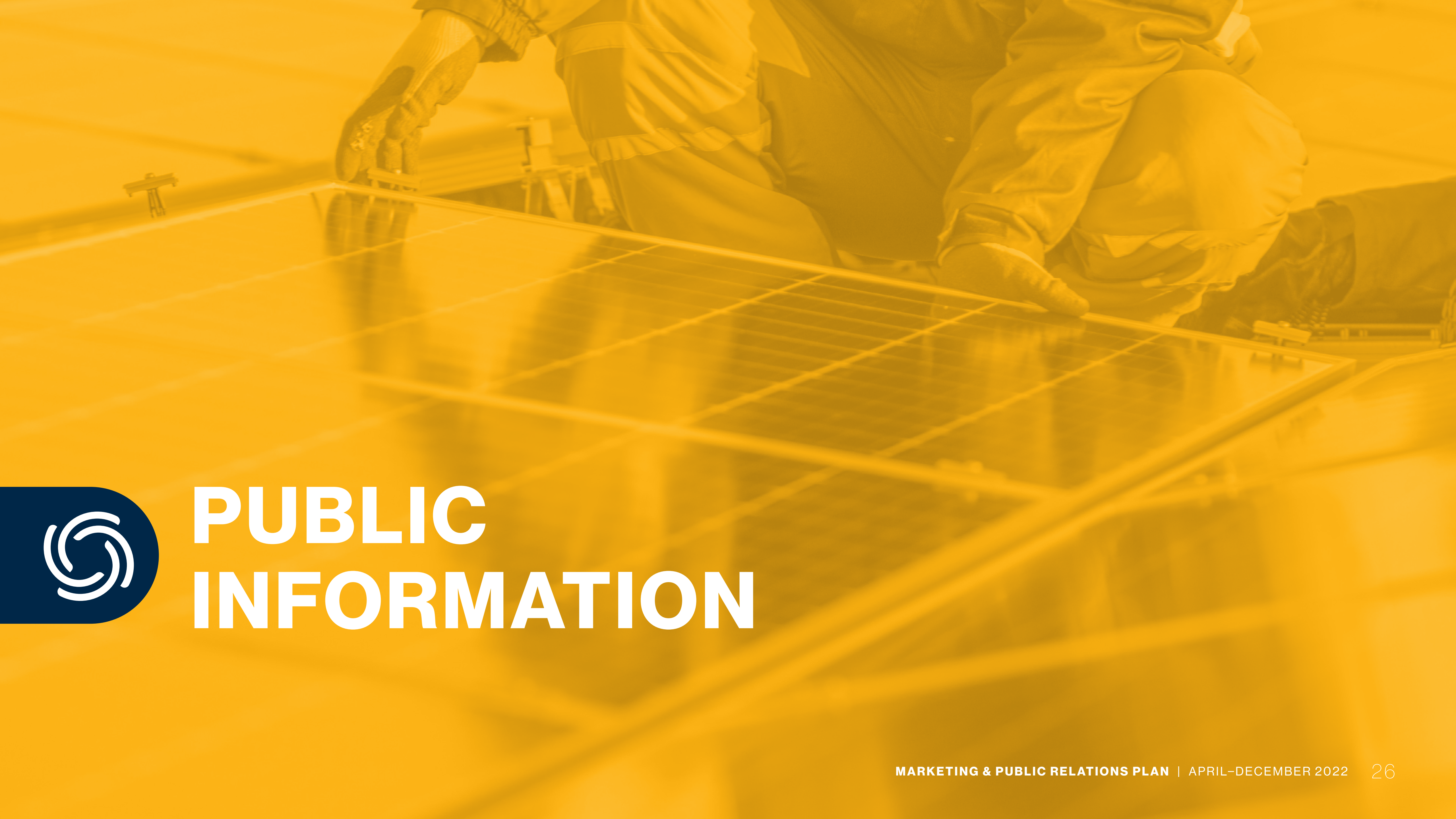
[More Details](#)

OCPA Mailer	63
Social Media	80
Newspaper/Online Blog	24
Community Member/Neighbor	60
Other	7



BRANDED GIVEAWAYS





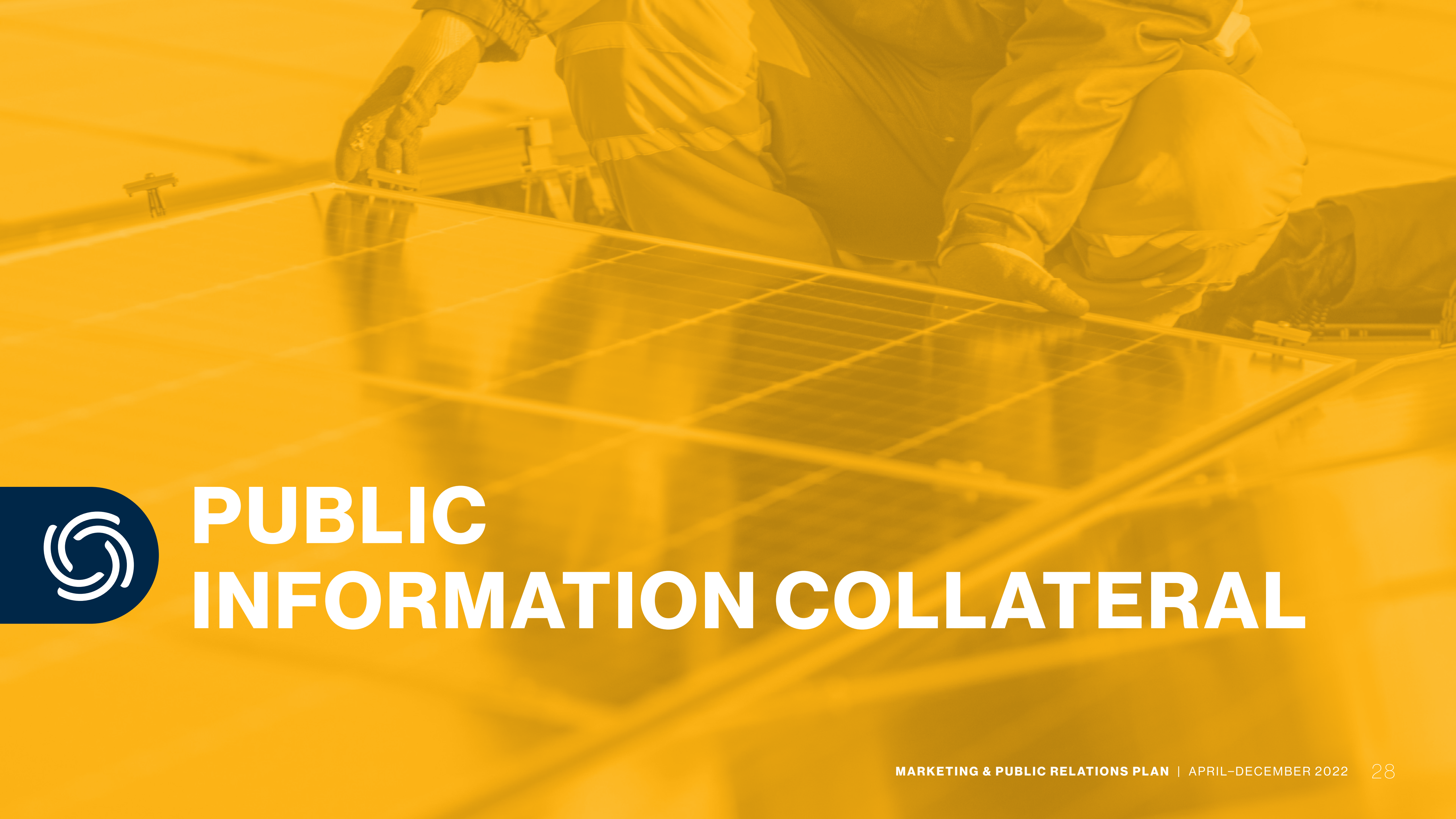
PUBLIC INFORMATION

**PUBLIC
INFORMATION
APPROACH**

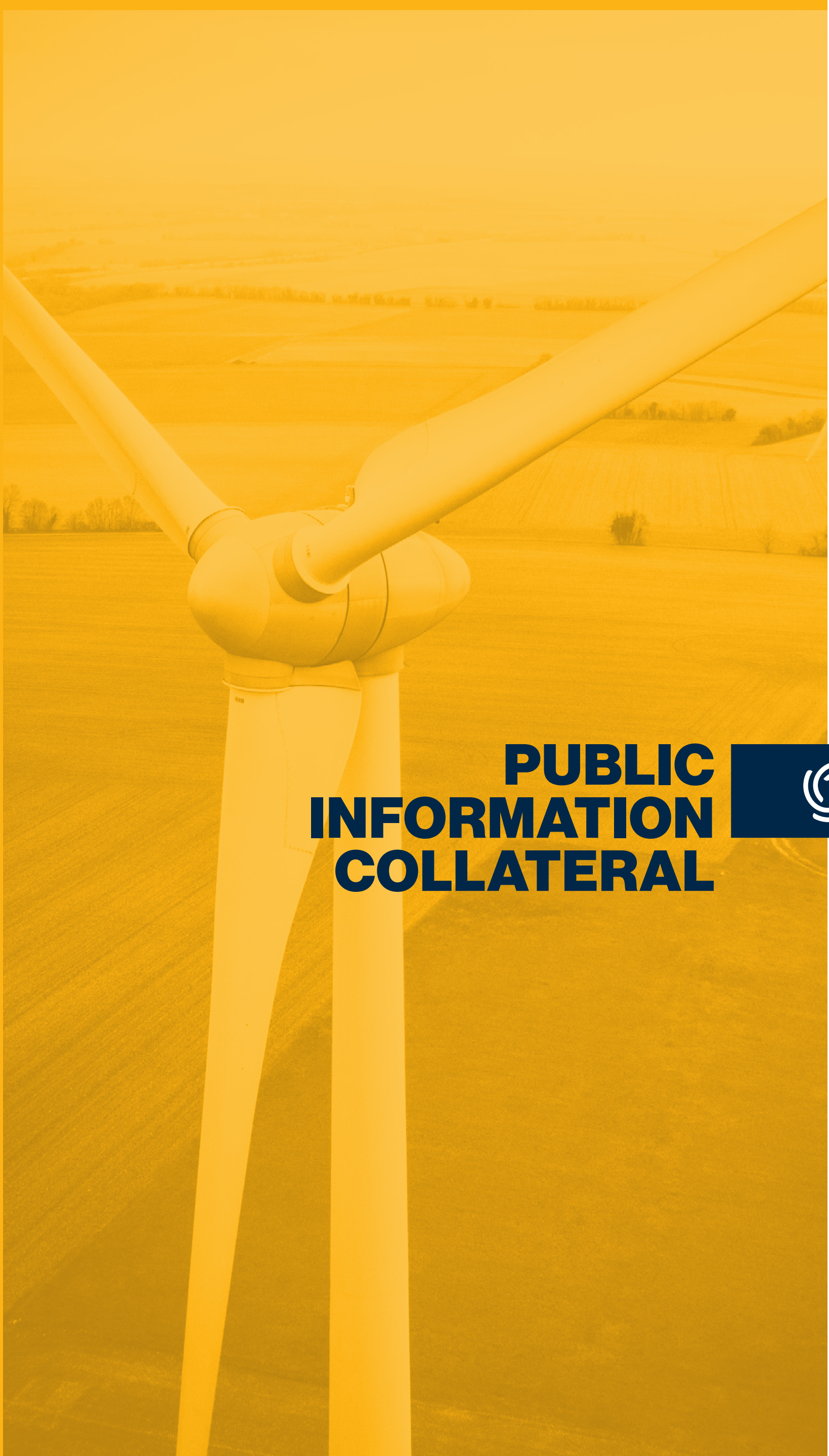


OCPA's public information approach has three major components:

1. Public Information Collateral
2. Media Relations
3. Digital



PUBLIC INFORMATION COLLATERAL



PUBLIC INFORMATION COLLATERAL



OCPA has informational materials for outreach to commercial and residential customers.

- Branded presentation deck
- Brochure for the business and residential consumer
- Frequently Asked Questions to have at community booths



PUBLIC INFORMATION COLLATERAL

POSITIVE ENERGY FOR EVERYONE

A SMART NEW ENERGY CHOICE

For decades, investor-owned utilities were the only entities purchasing power for most of Southern California. With the formation of OCPA, local representatives from each member city choose where power comes from, introducing a new level of competition to the energy market.

WORKING FOR A BETTER OC

The OCPA team has deep expertise in renewable energy and energy efficiency programs. We are passionate about getting things done—and all the benefits it brings—from building a more resilient and efficient energy system.

LOCAL CONTROL AND ACCOUNTABILITY

OCPA empowers cities to provide residents and business owners with a trusted source of renewable energy. It's a new energy choice grounded in local accountability—one in which decisions about purchasing power are all about benefiting the local community.




ORANGE COUNTY POWER AUTHORITY
THE POWER OF COMMUNITY

PO Box 4283 | Irvine, CA 92614-4283
ocpower.org

A MORE RESILIENT FUTURE IS IN SIGHT

JOIN THE ORANGE COUNTY MEMBER CITIES ALREADY WINNING WITH OCPA

OCPA members Irvine, Brea, Buena Park, Fullerton, Huntington Beach and the County of Orange (unincorporated areas of the county) have OCPA as a great option for communities that want greater local control over where their power comes from and to provide residents a choice where there was none. OCPA aggregate renewable energy demand and allow communities to negotiate competitive electricity rates.

WELCOME ABOARD

Orange County Power Authority welcomes new cities to join our effort to bring energy choice, competitive rates and local control to every community in Orange County.

OCPA GOALS

STABLE AND COMPETITIVE ELECTRICITY BILLS

Help residents and businesses experience more predictable, stable and competitive rates for electricity consumption.

REDUCE ENERGY-RELATED GREENHOUSE GASES

Locally controlled, renewable electricity generation has the power to expedite member cities' efforts to meet environmental goals.

DO YOU KNOW?

As a public, not-for-profit entity, OCPA revenues are not distributed to shareholders. Instead, they are reinvested back into the community.

SUPPORT YOUR LOCAL ECONOMY

Set up your city for a stronger future by expanding and investing in renewable energy projects and energy efficiency programs that create jobs and accelerate the use of renewable energy.

INTRODUCE CHOICE AND LOCAL CONTROL

OCPA puts energy choice into residents' hands, and allows your city to joined in the program and jobs that create sustainable economic benefits for your community.

CREATE ENERGY RESILIENCE

Our vision to advance energy resilience would allow OCPA, and its member cities to bring electricity flowing more when the power comes from their grid and not.

THE POWER OF COMMUNITY

ENERGY FOR THE PEOPLE

Orange County Power Authority (OCPA) is Orange County's first community choice energy (CCE) program. We are an independent, not-for-profit, local government authority operating on behalf of the municipalities we serve. OCPA exists to provide all residents and businesses across with access to renewable energy at competitive rates. To introducing choice, local accountability, environmental and local decision-making to residential rates. This is the first of its kind in the country. In fact, for more than a decade in California, CCE has been a successful model in which communities come together and pool electricity load to buy renewable energy.

FUELING A MORE SUSTAINABLE FUTURE

For us all in the true power of renewable energy. As a member city of OCPA, you'll have choice to grow, create or tap into where their energy comes from. OCPA member cities also have the freedom to develop programs and jobs specific to their city to drive long-term, local economic benefits.

HOW COMMUNITY CHOICE ENERGY WORKS

SOURCE OCPA buys electricity from traditional and renewable resources.

DELIVERY SCE delivers the electricity and maintains the grid.

CUSTOMER Customer chooses how much renewable energy to use: 100% Renewable Choice, Smart Choice or Basic Choice.




A POWERFUL CHANGE IS HERE

ORANGE COUNTY POWER AUTHORITY
THE POWER OF COMMUNITY

OCPA BRINGS RENEWABLE ENERGY CHOICES TO ORANGE COUNTY COMMUNITIES AT-COST OR FOR PENNIES ON THE DOLLAR

FACT: Energy choice benefits local communities and future generations.
Before OCPA, businesses and residential customers had to buy the local or community energy provider. OCPA gives local communities the power to make choices about renewable energy content, allowing us to create a more sustainable future for our children and grandchildren.

FACT: Customers are automatically enrolled in Orange County Power Authority due to State Law (AB 117).
Historically, investor-owned utilities such as Southern California Edison and San Diego Gas & Electric have been the default choice for service providers to customers in their jurisdictions. However, in 2002, when state legislation passed California Community Choice Aggregation (CCA) law (AB 117), this default status was transferred from the investor-owned utility to the local community choice energy agency where available. The CCA model enables communities to purchase their own electricity and use excess revenues for local community investment. The original CCA legislation, using the wisdom of collaborative community action, mandated that local customers residing in the service area would automatically be enrolled into the chosen local community choice energy agency. Customers now have a choice between their investor-owned utility service or Orange County Power Authority service.

FACT: You can choose OCPA's Basic Choice plan and experience ZERO increase in your electric bill.
OCPA's choice plans do not pass the costs of renewable energy to customers. Customers can choose from OCPA's Basic Choice, Smart Choice or SCE Smart Choice, which provides at least 69% renewable energy or 100% renewable energy. Basic Choice offers consumers at least 38% renewable energy for the lowest same cost of their current SCE plan.

FACT: Customers can request to opt-out of OCPA at any time.
You can opt out of OCPA's Basic Choice, Smart Choice or 100% Renewable Choice at any time. Just call our customer service team at 949.261.1234 or visit our website and make the change there.

FACT: You can request to opt-between Basic Choice, Smart Choice, and 100% Renewable Choice at any time.
We give our members 100% flexibility. You can opt between Basic Choice, Smart Choice or 100% Renewable Choice at any time. Just call our customer service team at 949.261.1234 or visit our website and make the change there.

FACT: OCPA does not charge a fee to customers who choose to opt-out and return to SCE.
OCPA's choice plans do not pass the costs of renewable energy to customers. Customers can choose from OCPA's Basic Choice, Smart Choice or SCE Smart Choice, which provides at least 69% renewable energy or 100% renewable energy. Basic Choice offers consumers at least 38% renewable energy for the lowest same cost of their current SCE plan—and SCE's rates go up or down, OCPA can adjust its rates.

FACT: OCPA is a locally run not-for-profit public agency, and SCE is investor-owned.
For customers who opt out of OCPA, SCE remains the utility for OCPA's service area.

FACT: You can opt-between Basic Choice, Smart Choice, and 100% Renewable Choice at any time.
As a locally run not-for-profit public agency, OCPA is committed to providing clean, renewable electricity choices at competitive rates, and investing in local programs that benefit residents, businesses, the environment, and the economy of our communities. When customers opt out of OCPA, they help empower local control of electricity government decisions, reduce the carbon footprint associated with their electricity service, and help support the growth of local renewable projects.

FACT: Grid reliability is not impacted by OCPA service.
The reliability of the grid is maintained by the same local utility operators independent of any source of energy. The amount of energy sent out by the grid is fully maintained by the California Independent System Operator (CAISO). If you experience a power outage, you will continue to report any occurrence to CAISO.

ocpower.org
f t i

FREQUENTLY ASKED QUESTIONS

- What is the Orange County Power Authority?**
Orange County Power Authority is a locally governed, not-for-profit Community Choice Energy (CCE) provider that serves Orange County businesses and residents with cleaner energy, at competitive rates.
- What are Community Choice Energy providers and how did this come to be?**
In 2002, the California State Legislature allowed for cities and counties to procure electricity for customers within their respective jurisdictions. CCEs are programs that allow local governments to purchase renewable energy on behalf of their communities, while still receiving transmission and distribution service from Southern California Edison (SCE).
- How does it work?**
OCPA purchases renewable energy and works with SCE to deliver the electricity using the same power line infrastructure. SCE maintains all transmission, delivery, meter, roads, and billing.
- Which communities in Orange County are currently participating?**
The current participating cities are Buena Park, Fullerton, Huntington Beach and Irvine. The unincorporated areas of Orange County will begin service in 2023.
- When will service begin?**
Commercial service for businesses began in April 2022. Enrollment for residential customers will begin in October 2022 on customers' meter read date. Service in the unincorporated areas of Orange County will begin in 2023 (late '23).
- Do customers have a say in this?**
Yes, absolutely! All customers have a choice in how much renewable energy they want to use. All member cities must choose a default rate. However, this is just the default; customers can choose from there. The Buena Park, Huntington Beach and Irvine City Councils each voted to select 100% renewable energy as the default tier for all customers. Fullerton chose the 69% renewable rate.

ocpower.org
949.261.1234
PO Box 4283
Irvine, CA 92614-4283

ocpower.org
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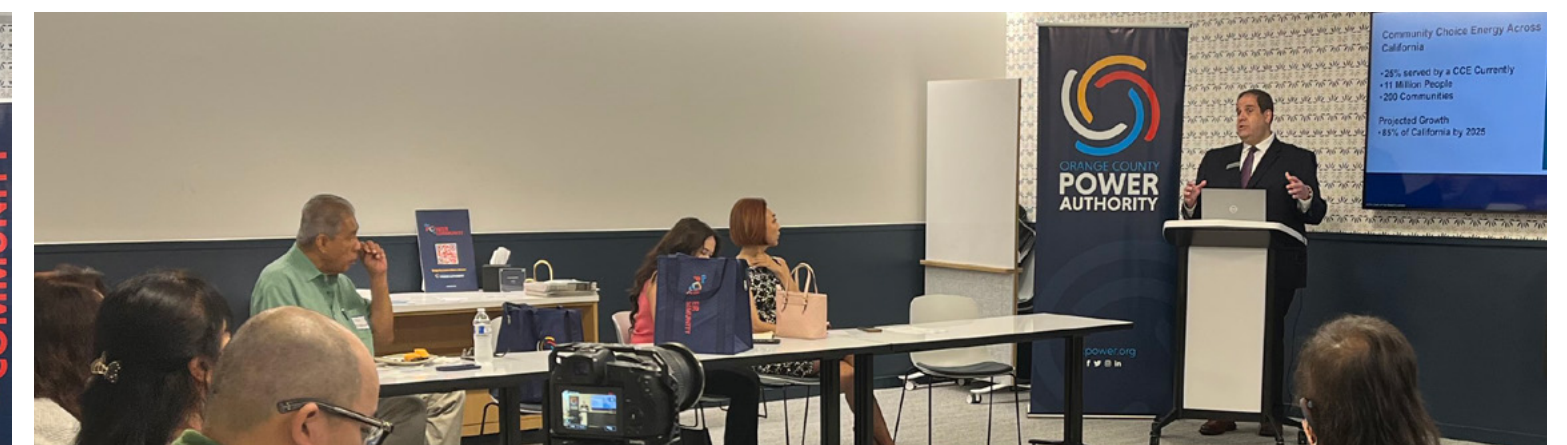
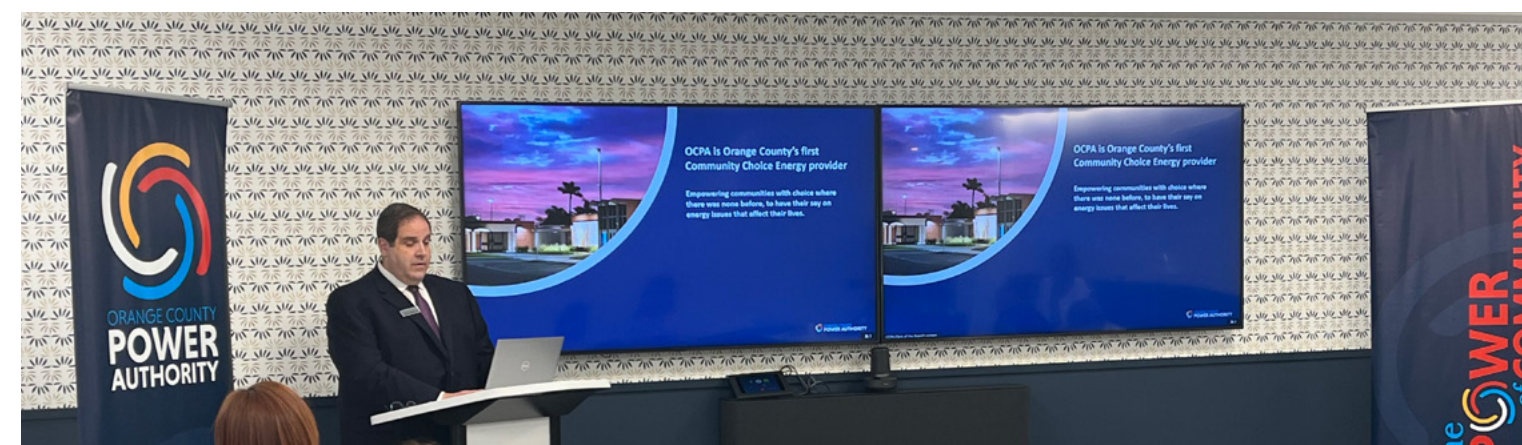


MEDIA RELATIONS

MULTICULTURAL MEDIA BRIEFING & OUTREACH



In preparation for the residential launch, OCPA hosted a multicultural media briefing with a presentation and Q&As with CEO, Brian Probolsky. Twelve members of the media attended.



JOIN US! MEDIA BREAKFAST

On behalf of the Orange County Power Authority (OCPA) we are pleased to invite you to meet with **OCPA CEO, Brian Probolsky** to learn about Orange County's first community choice energy provider. OCPA is bringing renewable energy to over 825,000 residents and businesses in its service area, moving communities toward a sustainable future, making Orange County more resilient, independent, and healthy.

- WHAT:** Media Breakfast with Orange County Power Authority
- WHEN:** Tuesday, July 19, 10:30 – 11:30 a.m.
- WHO:** Brian Probolsky, CEO
- WHERE:** 3349 Michelson Dr., Irvine, 92612

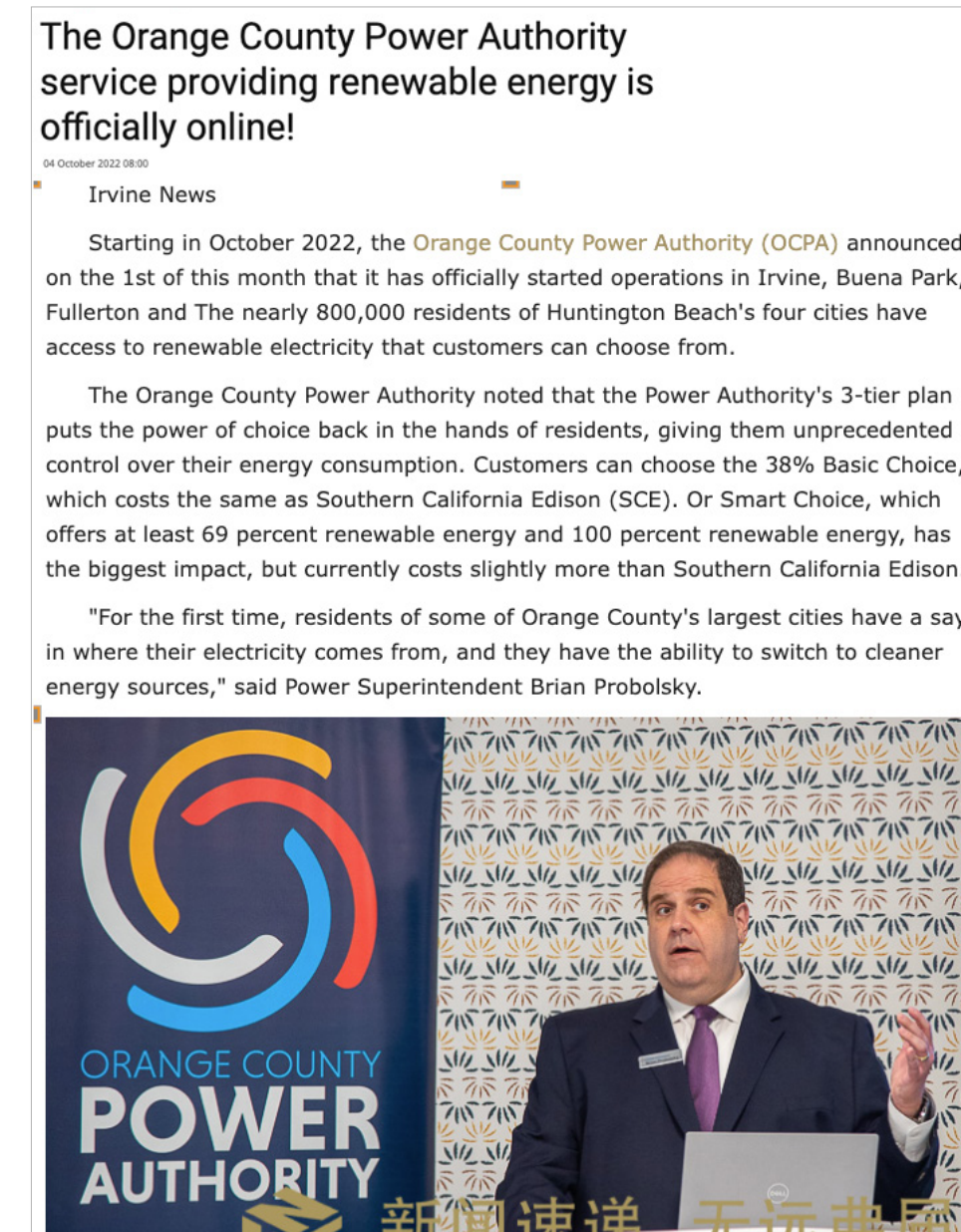
Map and parking instructions will be provided after you RSVP. **Please RSVP by July 12 to Suzanna Choi at (949) 254-8080 or suzanna@tashirochoi.com.**

Visit OCPower.org to learn more about Orange County Power Authority.

We look forward to seeing you there!

**A light breakfast will be served.*

MULTICULTURAL MEDIA COVERAGE





MEDIA OUTREACH



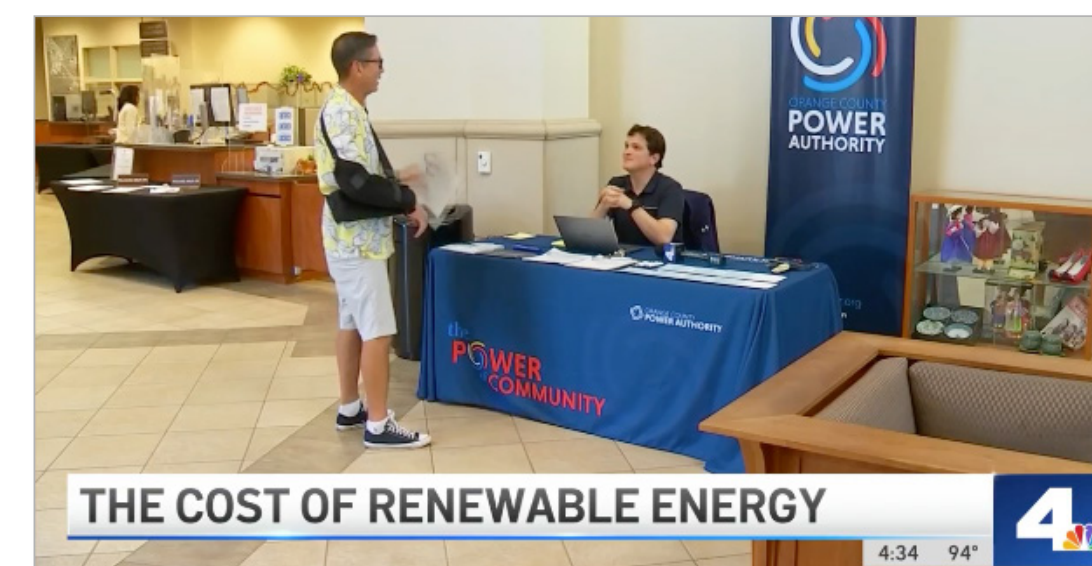
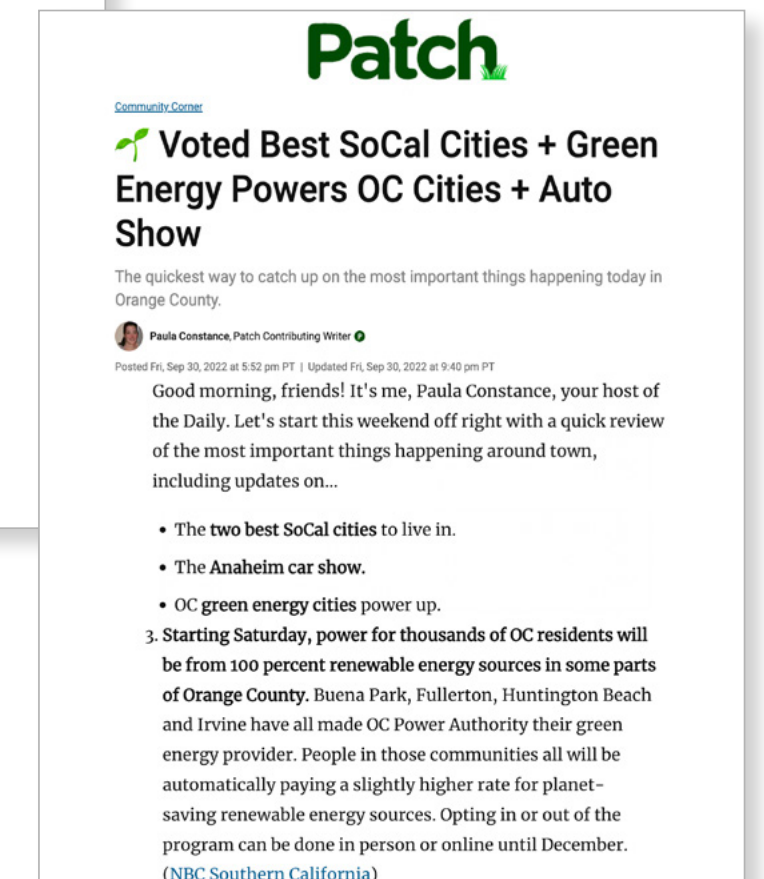
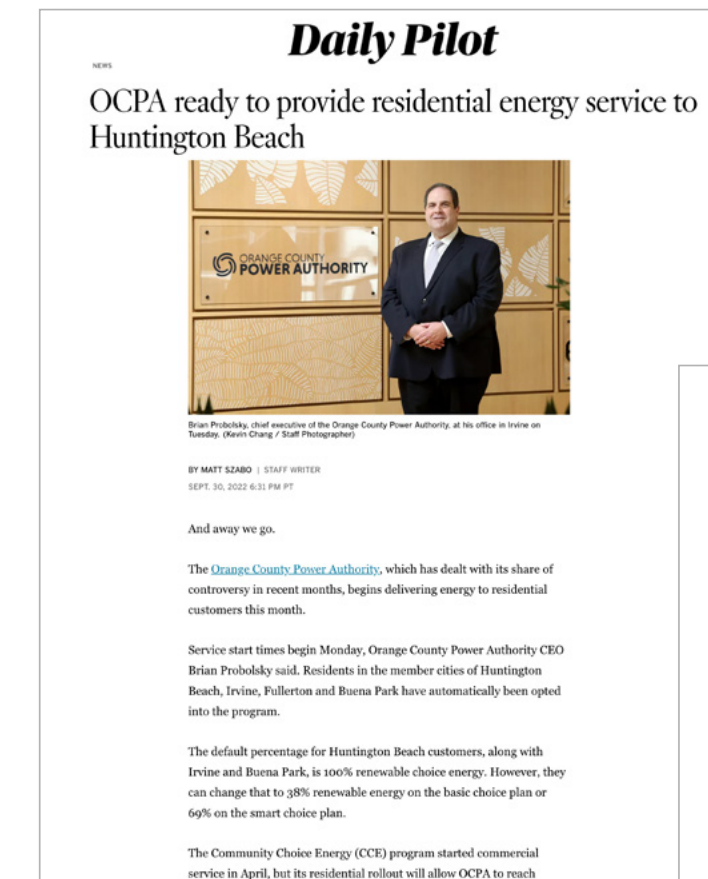
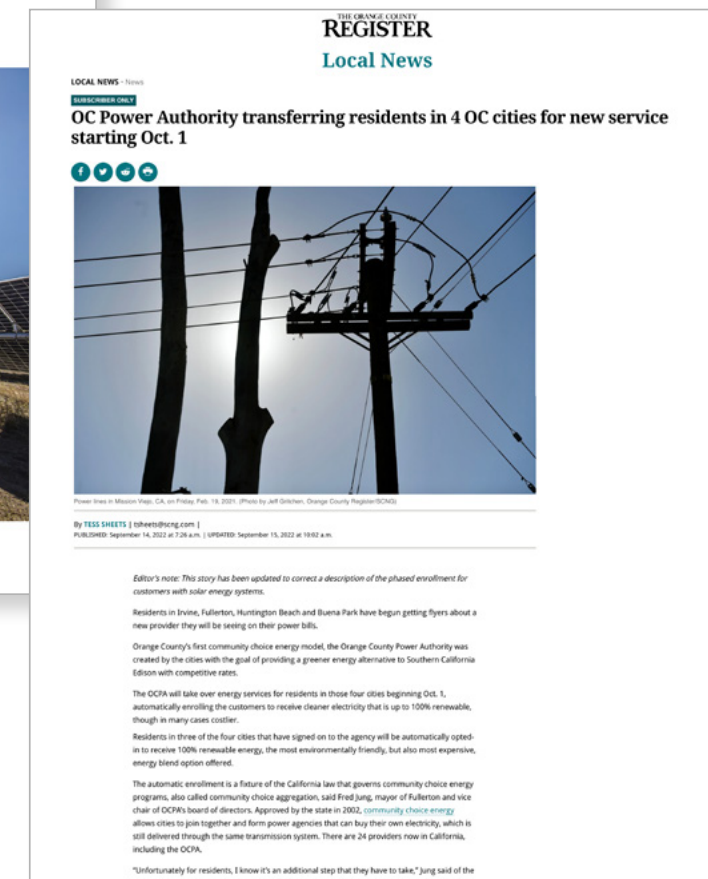
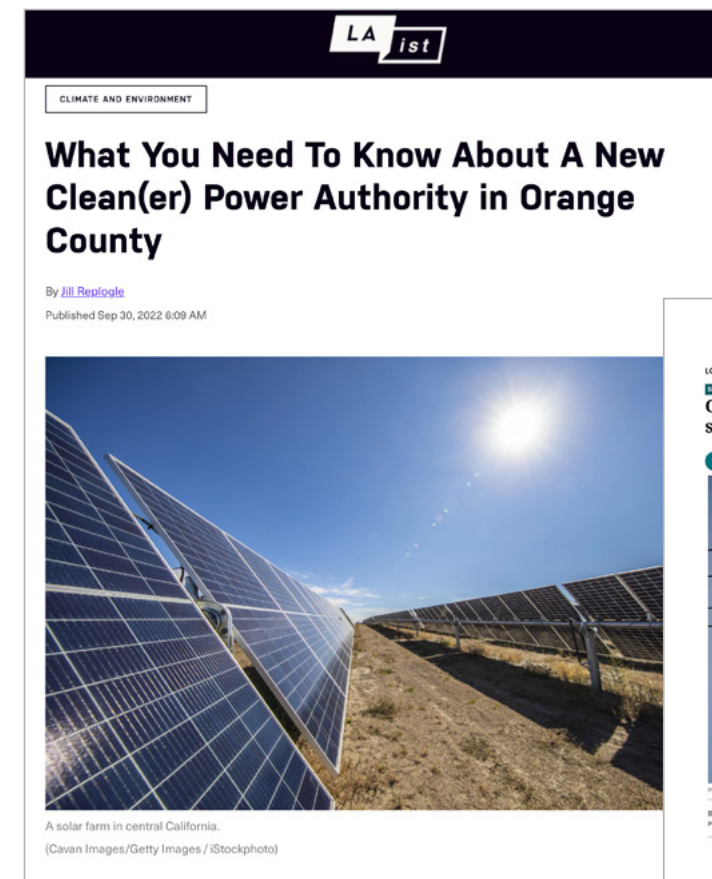
- **Press Releases Distributed**
 - New hires
 - 2022-2023 budget approval
 - Financially strong, Q1 commercial service launch
 - Residential service launch



MEDIA COVERAGE



- Media placements = 24
- Media impressions = 251,000



MEDIA COVERAGE



"By bringing more renewable energy to our communities, we're working toward a more sustainable future that will benefit our kids and grandkids."
- Dan Kalmick, OCPA Board Member on KPCC

"Orange County's first community choice energy model, the Orange County Power Authority was created by the cities [Irvine, Fullerton, Huntington Beach and Buena Park] with the goal of providing a green energy alternative to Southern California Edison with competitive rates."
- *The Orange County Register*

"The city is seen as a leader in creating this opportunity that will provide better rates & faster ways to convert to 100% renewable." - Farrah N. Khan, Mayor of Irvine in *Voice of OC*

"The intrinsic value of being able to switch to 100% renewable energy far outweighs the monetary increase." - Jenny Kaufman, Sustainability Manager at Chapman University on NBC 4

"..this is an opportunity for Orange County to be on the leading edge, on the cutting edge, of climate change and battling it."
- Fred Jung, OCPA Board Member in *The Orange County Register*

RESIDENTIAL LAUNCH POWERING UP ANNOUNCEMENT



A large switch was fabricated, coupled with a countdown video to create excitement around the residential launch – staff flipped the ‘ON’ switch for renewable energy. The video was shared on social media on October 1. The switch and the video can be taken to new member cities in the future for photo opportunities.





DIGITAL



DIGITAL



OCPA's digital program includes:

- Social media (organic and paid)
- E-newsletter
- Website
- Blog



OBJECTIVES

Increase followers, reach and engagement

FOLLOWER GROWTH TACTICS

- **Organic:** Identify community influencers from local government (city and county agencies and related elected officials); civic organizations (chambers of commerce, rotary clubs, exchange clubs); businesses in member cities and follow them on Facebook and Instagram, to encourage follow backs
- **Paid:** Implement a paid Facebook reach and follower campaign

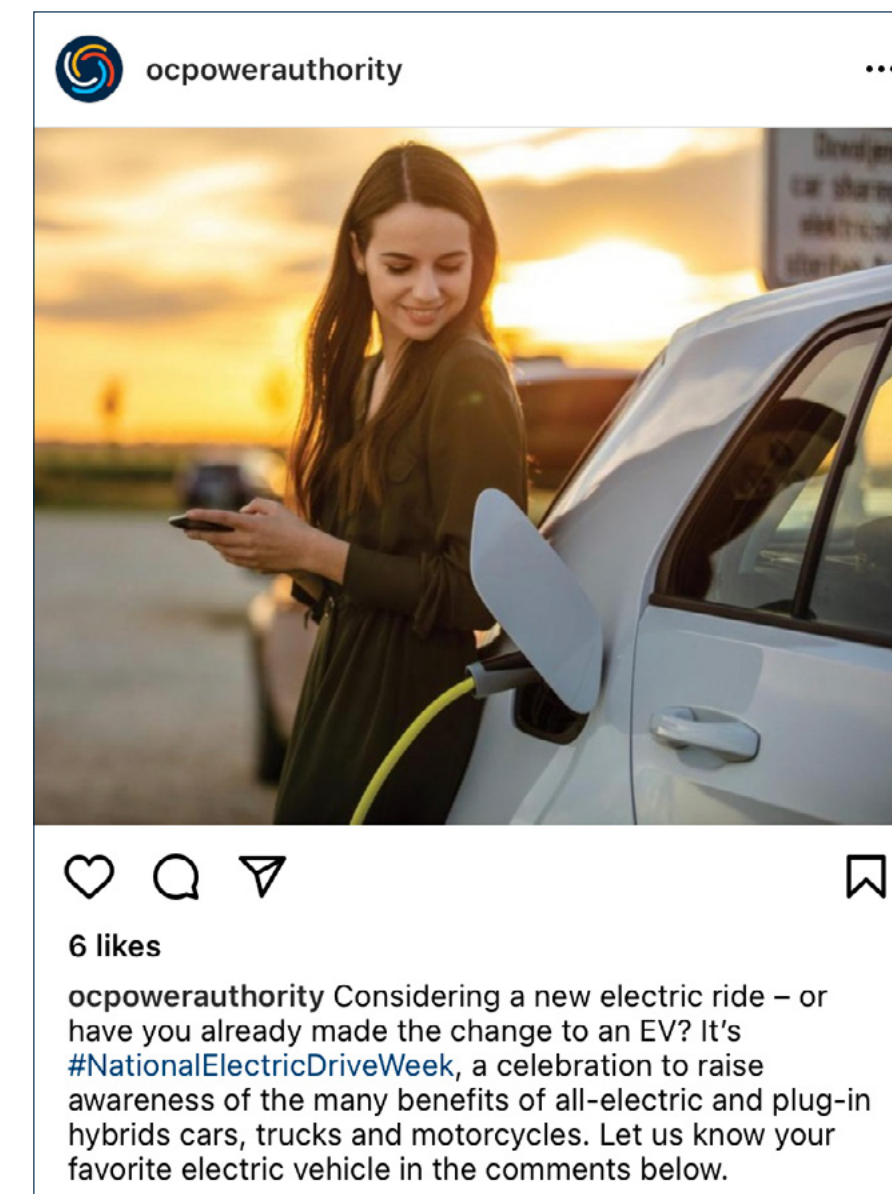
SOCIAL MEDIA MONTHLY CONTENT CALENDAR



SOCIAL MEDIA MONTHLY CONTENT CALENDARS

A content calendar is developed each month with the following content themes in mind:

- Meet the Board Members
- Meet the Community Advisory Committee members
- Meet the staff
- National awareness days
- Customer highlight or testimonial
- Fun facts about renewable energy, sustainability
- News update about CCEs





FOLLOWER AND REACH CAMPAIGN



FOLLOWER AND REACH CAMPAIGN

• **Objective:** Increase awareness in OCPA member communities and encourage visits to the website to learn more or to follow OCPA

• **Results:**
Reach: 493,148
Impressions: 726,358
Facebook page visits: 2,000+
Instagram profile visits: 669

Orange County Power Authority
Sponsored · 🌐

Orange County Power Authority is bringing cleaner energy at competitive rates to your community. Learn more at [OCPower.org](https://ocpower.org).

ocpower.org
Bringing Cleaner Energy To Your Community [Learn more](#)

Orange County Power Authority
Sponsored · 🌐

#DidYouKnow you'll soon have a choice about how much renewable energy you can use? Learn more about [OCPower.org](https://ocpower.org).

Like Comment Share

Orange County Power Authority
Sponsored · 🌐

Buena Park, find out about the cleaner energy options coming your way in October. Learn more at [OCPower.org](https://ocpower.org).

A POWERFUL CHANGE IS COMING TO
BUENA PARK

ocpower.org
Cleaner Energy Options Coming to Buena Park [Learn more](#)

GET THE FACTS CAMPAIGN



GET THE FACTS CAMPAIGN

August 16 - September 19

- **Strategy:** Dispel misinformation about OCPA ahead of residential launch
- **Tactic:** Created eight ads for Facebook and Instagram presenting factual information to counter misinformation
- **Results:**
 - Impressions: 429,754
 - Reach: 278,968



E-NEWSLETTER



OCPA's quarterly e-newsletter was distributed in April, August and October.

- Current Subscribers 1,100+ (400% increase since April)
- Open Rate: 70%
- Click Rate: 12%



A POWERFUL CHANGE IS HERE

APRIL 28, 2022

Commercial Service Launch update
Monthly Town Hall w/OCPA Chairman

"We have a climate crisis... our energy bills are going up.
Being a part of OCPA is one way to make a difference by reinvesting your dollars back in our community."

JOSE TRINIDAD CASTANEDA III
OCPA Community Advisory Committee Chair
Buena Park Resident

Community Choice Energy Makes History

It's been 20 years since the signing of Assembly Bill 117 – legislation that enabled cities and counties to create community choice energy programs in California. Watch this video about California's evolution into community choice energy.

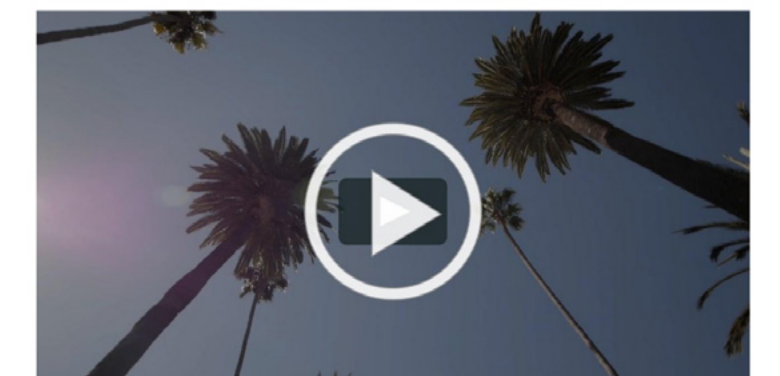


A POWERFUL CHANGE IS HERE

We Flipped the 'On' Switch For Residential Launch

For the first time in Orange County history, energy customers have a choice in how their power is sourced — a big move forward in helping to preserve valuable resources and create a more sustainable future.

[READ MORE](#)





WEBSITE



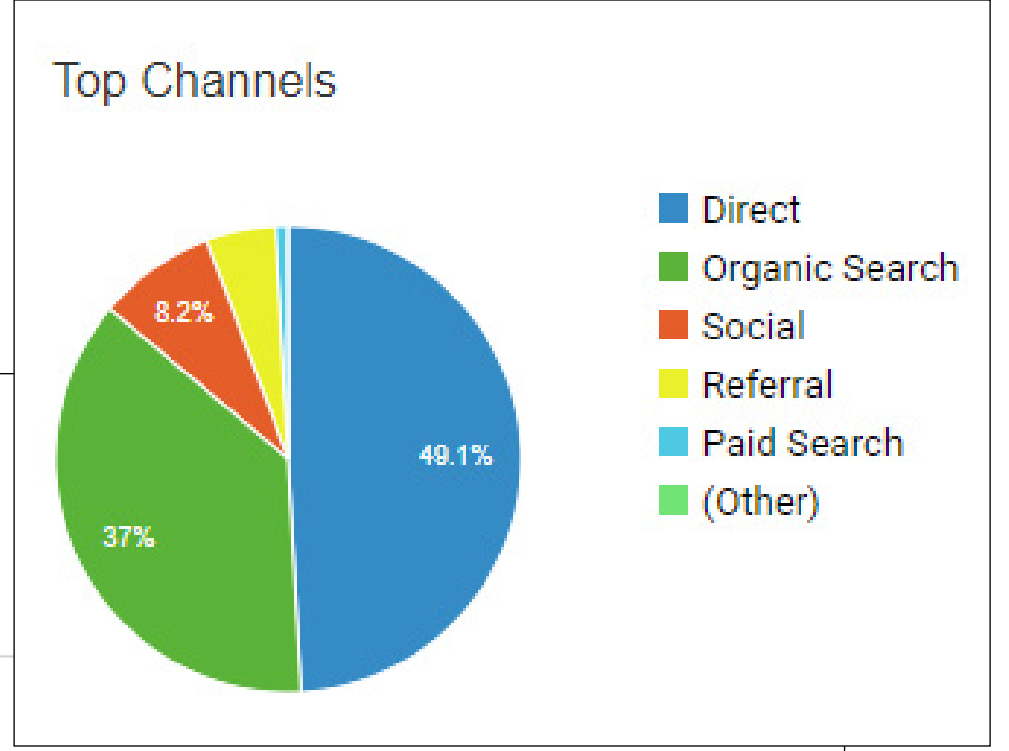
More than 100,000 unique visitors to OCPower.org since August

Audience Overview

All Users
100.00% Users

Overview

Users





A consistent cadence of new content each month keeps the website fresh and informs social media and newsletter content.

- Producing two blogs per month
- Creating social graphics and imagery to support blog content
- Including links to blog content in e-newsletters

Content themes include:

- Get the Facts
- Energy Awareness Month
- Flipped the Switch ‘On’ for residential service
- Wind energy
- Media releases



THANK YOU!

ORANGE COUNTY POWER AUTHORITY
Staff Report – Item 10.1

To: Orange County Power Authority Board of Directors

From: Requested by Director Khan

Subject: Approval of Second Amendment to OCPA Joint Powers Agreement

Date: October 25, 2022

RECOMMENDATION

Approve Second Amendment to OCPA Joint Powers Agreement.

BACKGROUND

Effective November 20, 2020, OCPA Founding Members approved a Joint Powers Agreement (“JPA Agreement”) creating the Orange County Power Authority (“OCPA”). On February 9, 2021, a first amendment to the JPA Agreement was approved allowing for early withdrawal.

Pursuant to *OCPA Policy No. 012: Board Agenda Policy*, Director Khan requested Board of Directors’ consideration of a Second Amendment to the OCPA Joint Powers Agreement (“Second Amendment”), which discussion occurred at the September 6, 2022 meeting. At that meeting, the Board voted unanimously to approve a draft Second Amendment, direct staff to provide the OCPA member agencies with a copy of the Second Amendment, and place the Second Amendment on a future Board agenda for final approval.

ANALYSIS

Approval of the Second Amendment would do the following:

1. Requires a regular and alternate director to be an elected official of the governing body of the member agency during the entire term of office on the OCPA Board (Section 3.2).
2. Changes the current terms of office for a regular and alternate director from four years to two years (Section 3.3).
3. Clarifies that a director serves at the pleasure of their governing body and that the director can be removed at any time, with or without cause (Section 3.3).
4. Changes the current terms of office for the Chair and Vice-Chair from four years to one year with elections held annually (Section 3.10.1).
5. In the event of a vacancy, the member agency must appoint a new director within 45 days (Section 3.3).

The OCPA member agencies do not have to individually approve an amendment to the JPA Agreement. Instead, OCPA must provide the members with thirty (30) days’ notice prior to the Board approving an amendment, which has been complied with. To date, staff has not received any comments on the Second Amendment.

Under the proposed changes, several regular Director terms of office will expire on December 16, 2022, which will require appointment or re-appointment by the respective Directors.

In addition, the direction of the Board at the September 6, 2022 meeting was that beginning at the first regular Board meeting in December 2022, the one-year term of office for the Chair and Vice-Chair be reduced to one-year with annual elections thereafter. Staff recommends that this be changed to January 2023 considering that several regular Director terms of office will expire on December 16, 2022, including the terms of office for the existing Chair and Vice-Chair, and that member agencies may not have completed their appointments to the OCPA Board by the December 13, 2022 meeting.

Consistent with the JPA Agreement, the Board is required to approve the Second Amendment with a 2/3rds vote.

ATTACHMENT

1. Second Amendment to OCPA Joint Powers Agreement

**SECOND AMENDMENT TO THE
ORANGE COUNTY POWER AUTHORITY
JOINT POWERS AGREEMENT**

This Second Amendment to that certain Orange County Power Authority Joint Powers Agreement, dated November 20, 2020, by and between the parties set forth in Exhibit A to the Agreement is effective as of October 25, 2022 (“**Second Amendment**”).

RECITALS

A. The Orange County Power Authority is a joint powers authority established on November 20, 2020 and organized under the Joint Exercise of Powers Act (Government Code section 6500 *et seq.*) as a separate public agency to collectively implement a community choice aggregation program and to exercise any powers common to the Authority’s members to further these purposes. On February 9, 2021, the Board of Directors approved the First Amendment to the Agreement extending the right of a Founding Party to withdraw under Section 6.1.1 of the Agreement until April 1, 2021.

B. The Board of Directors desires to amend the Agreement as follows:

1. Requires that a regular or alternate Director be a current elected member of the governing body of the Party;
2. Changes the terms of office for a regular and alternate Director to two (2) years;
3. Clarifies that a regular or alternate Director serves at the pleasure of the governing body that appointed the Director and can be removed at any time, with or without cause;
4. Change the terms of office for the Chair and Vice-Chair to one (1) year with annual elections thereafter beginning in December 2022; and
5. Changes the maximum vacancy period for a Director to forty-five (45) days.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions hereinafter set forth, it is agreed by and among the Parties as follows:

1. Amendment to the Agreement.

(a) Appointment of Directors. Section 3.2 of the Agreement is hereby amended and replaced in its entirety as follows:

“3.2 Appointment of Directors. The governing body of each Party shall appoint and designate in writing the Director(s) who shall be authorized to act for and on behalf of the Party on matters within the powers of the Authority. The governing body of each Party shall also appoint and designate in writing an alternate Director(s) who may vote in matters when the regular Director is absent from a Board meeting. The governing bodies of the Founding Parties may, in their sole discretion, elect to appoint their respective Director(s) prior to the Effective Date, in which case such appointment(s) to the Board shall take effect on the

Effective Date. The persons appointed and designated as the regular Director and alternate Director shall be a current elected member of the governing body of the Party.”

(b) Terms of Office. Section 3.3 of the Agreement is hereby amended and replaced in its entirety as follows:

“3.3 Terms of Office. Each regular or alternate Director shall serve a term of office of (2) years. A regular or alternate Director shall serve at the pleasure of the governing body of the Party that the regular or alternate Director represents and may be removed by such governing body at any time, with or without cause. If at any time a vacancy occurs on the Board, a replacement Director shall be appointed by the governing body to fill the position of the previous Director within forty-five (45) days of the date that such position becomes vacant. A replacement Director shall serve until the scheduled expiration of the term of office of the Director they replace.”

(c) Chair and Vice Chair. Section 3.10.1 is hereby amended and replaced in its entirety as follows:

“3.10.1 Chair and Vice-Chair. The Directors shall select from among themselves a Chair and a Vice-Chair. The Chair shall be the presiding officer of all Board meetings. The Vice-Chair shall serve in the absence of the Chair. Beginning at the first regular Board meeting in December 2022, the terms of office of the Chair and Vice-Chair shall be one-year with an election held annually. There shall be no limit on the number of terms held by the Chair and the Vice-Chair. The office of either the Chair or Vice-Chair shall be declared vacant and a new selection shall be made if: (i) the person serving dies, resigns, or becomes legally unable to fulfill his or her duties, or (b) the Party that appointed the Chair or Vice-Chair withdraws from the Authority pursuant to the provisions of this Agreement.”

2. Capitalized Terms. Any capitalized terms not defined herein shall have the meanings set forth in the Agreement.

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

[SIGNATURE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have hereby approved and executed this Second Amendment as of the date first written above.

ORANGE COUNTY POWER AUTHORITY

By: _____
Michael Carroll, Chair
Orange County Power Authority

Dated: _____

Approved as to Form:

By: _____
General Counsel
Orange County Power Authority

ORANGE COUNTY POWER AUTHORITY
Staff Report – Item 10.2

To: Orange County Power Authority Board of Directors

From: Brian Probolsky, Chief Executive Officer
Kirby Dusel, Pacific Energy Advisors

Subject: Resolution Approving OCPA’s 2022 Integrated Resource Plan

Date: October 25, 2022

RECOMMENDED ACTION

Adopt a Resolution approving OCPA’s 2022 Integrated Resource Plan and authorize the Chief Executive Officer to make any necessary changes to ensure compliance with California Public Utilities Commission’s requirements and guidance for submission by November 1, 2022.

BACKGROUND

Public Utilities Code section 454.52 requires all load serving entities (LSEs), including community choice aggregators (CCA), to file an Integrated Resource Plan (IRP) with the CPUC every two years. The IRP looks out at a 10-year horizon and details the procurement plan for meeting the state’s goals of reducing greenhouse gas (GHG) emissions by 40% from 1990 levels by 2030 and increasing to a resource mix of 60% renewable energy resources by December 31, 2030.

Section 454.52(b)(3) further requires that the IRP of a CCA be submitted to its governing board for approval and shall achieve the following: (1) economic, reliability, environmental, security, and other benefits and performance characteristics that are consistent with the goals of achieving a 40% reduction in GHG emissions from 1990 levels by 2030 and procure 60% renewable energy resources by December 31, 2030; (2) a diversified procurement portfolio consisting of both short-term and long-term electricity and electricity-related and demand reduction products; and (3) Resource Adequacy requirements. The 2022 IRP filing is prepared using the California Public Utilities Commission (CPUC) provided Narrative Template, Resource Data Template, and the Clean Power Supply System Calculator.

The deadline for submission of OCPA’s IRP is November 1, 2022.

FISCAL IMPACT

There is no fiscal impact. The IRP is consistent with assumptions underlying OCPA’s financial pro forma projections. There are no direct fiscal impacts of adopting the IRP, and future resource commitments that may be made in effectuating the plan will be subject to separate approval in accordance with OCPA’s adopted delegation of authorities.

ATTACHMENT

1. Resolution No. 2022-XX - A Resolution of The Board of Directors of Orange County Power Authority Approving Orange County Power Authority’s 2022 Integrated Resource Plan
2. Draft Orange County Power Authority 2022 Integrated Resource Plan

RESOLUTION NO. 2022-__

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
ORANGE COUNTY POWER AUTHORITY
APPROVING ORANGE COUNTY POWER AUTHORITY'S
2022 INTEGRATED RESOURCE PLAN**

A. Orange County Power Authority (“OCPA”) is a joint powers authority established on November 20, 2020, for the purpose of implementing a community choice aggregation program under Public Utilities Code Section 366.2.0.

B. The OCPA Board of Directors (“Board”) has established a set of strategic goals to guide OCPA energy procurement to promote renewable energy, carbon-free energy, and greenhouse gas emissions reduction.

C. OCPA has ongoing commitments to fulfill regulatory requirements related to energy procurement, including submittal of an Integrated Resource Plan (“IRP”) to the California Public Utilities Commission (“Commission”) pursuant to SB 350 as implemented through Commission Rulemaking Proceeding R.20-05-003 (“IRP Proceeding”).

D. The IRP Proceeding is a central element of the Commission’s planning process through which the electric procurement policies and programs of load serving entities (“LSE”) are examined to ensure that California has a safe, reliable, and cost-effective electricity supply.

E. OCPA’s 2022 Integrated Resource Plan has been prepared to address how OCPA will meet these strategic goals and regulatory requirements by managing a portfolio of energy and capacity resources.

F. The Integrated Resource Plan documents OCPA’s current procurement status and outlines resource planning objectives and future procurement plans.

G. Projecting the resources that an LSE may procure over the planning horizon covered by the IRP is an inexact matter and subject to change. Future projections of resources identified in OCPA’s IRP represent a current good-faith projection of such procurement activities over the IRP planning horizon, in consideration of currently applicable mandates and adopted policies of OCPA’s Board of Directors.

H. The resources identified in future iterations of OCPA’s IRP may change due to new information, changed circumstances, and additional power sources that OCPA may acquire in the future.

I. The 2022 Integrated Resource Plan was presented to the Board of Directors at a duly noticed public hearing for its consideration and approval.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF
ORANGE COUNTY POWER AUTHORITY, AS FOLLOWS:**

1. Approves the Orange County Power Authority 2022 Integrated Resource Plan and authorizes the Chief Executive Officer to make any necessary changes to ensure compliance with the Commission's requirements and guidance.

ADOPTED AND APPROVED by the Board of Directors of Orange County Power Authority on this 25th day of October 2022.

ATTEST:

Chair, Board of Directors
Orange County Power Authority

Clerk, Board of Directors
Orange County Power Authority

AYES: _____ NAYS: _____ ABSENT: _____ ABSTAIN: _____

Standard LSE Plan

ORANGE COUNTY POWER AUTHORITY

2022 INTEGRATED RESOURCE PLAN

NOVEMBER 1, 2022

Draft

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I. Introduction and Executive Summary

a. Introduction

Description of the Orange County Power Authority

The Orange County Power Authority (“OCPA”) is a Joint Powers Authority (“JPA”) formed pursuant to the Joint Exercise of Powers Act (Cal. Gov. Code § 6500 *et seq.*, California Public Utilities Code section 366.2, and its *Joint Powers Agreement*, dated November 20, 2020, in order to provide Community Choice Aggregation (“CCA”) service.

As a JPA, OCPA is a public agency and local government. OCPA is governed by a six-member board of directors whereby each member city or county appoints a director and alternate director to represent the member on the OCPA Board. OCPA is committed to providing safe, reliable, affordable, and clean energy to its customers and seeks to collaborate with statewide energy stakeholders to support California’s energy goals.

OCPA began serving load in April 2022. OCPA plans to expand its service to unincorporated Orange County in November 2023. OCPA currently provides retail electric generation services and complementary energy programs to customers in SCE service territory within the municipal boundaries of the following communities:

- City of Buena Park
- City of Fullerton
- City of Huntington Beach
- City of Irvine

Starting November 2022, OCPA will begin serving unincorporated County of Orange customers located within the SCE and SDG&E service areas.

OCPA currently serves approximately 220,000 residential accounts and 34,000 commercial and industrial accounts. Pursuant to its most recent Integrated Energy Policy Report filing, OCPA's 2023 forecasted peak load is 823 MW, with total energy usage of 3,604 GWh.

OCPA's Mission

OCPA was formed for the express purpose of empowering its member communities to choose the generation resources that reflect their specific values and needs. OCPA seeks to provide reliable electric service at a lower cost than offered by the incumbent electric utility and also prioritizes economic development and environmental stewardship in Orange County.

Consistent with California Public Utilities Code Sections 366.2(a)(5) and 454.52 (b)(3),¹ all procurement by OCPA, including the portfolios set forth in this Integrated Resource Plan ("IRP"), must comply with policy direction provided by OCPA's governing board.

Introduction to OCPA's IRP

In accordance with the requirements of PUC Sections 454.51 and 454.52 and California Public Utilities Commission ("Commission") Decision ("D.") D.22-02-004, *Administrative Law Judge's Ruling Finalizing Load Forecasts and Greenhouse Gas Emissions Benchmarks for 2022 Integrated Resource Plan Filings*,² and guidance provided by the Commission's Energy Division,³ OCPA is providing its load-serving entity ("LSE")-specific IRP to the Commission for certification and use in the Commission's statewide planning process. This IRP is publicly available and documents OCPA's resource planning policies and objectives over the upcoming IRP planning period.

In addition to this narrative, OCPA's IRP includes the following documents:

- OCPA's 2030 38 MMT & 2035 30 MMT Resource Data Template and Clean System Power Calculator
- OCPA's 2030 30 MMT & 2035 25 MMT Resource Data Template and Clean System Power Calculator
- OCPA's IRP Verification

As provided for in D.22-02-004 and described in Commission Guidance documents, OCPA is submitting a single conforming portfolio ("Preferred Conforming Portfolio") in this IRP which meets the following GHG emissions limits:

¹ All further citations to statute are to the California Public Utilities Code unless otherwise noted.

² Rulemaking ("R.") 20-05-003, *Administrative Law Judge's Ruling Finalizing Load Forecasts and Greenhouse Gas Emissions Benchmarks for 2022 Integrated Resource Plan Filings* ("Final Ruling") (June 15, 2022).

³ Energy Division Guidance can be accessed at: <https://www.cpuc.ca.gov/industries-and-topics/electrical-energy/electric-power-procurement/long-term-procurement-planning/2022-irp-cycle-events-and-materials>.

1. A portfolio that achieves emissions that are equal to or less than OCPA’s proportional share of the 38 million metric ton (“MMT”) greenhouse gas (“GHG”) target by 2030 and 30 MMT by 2035; and
2. A portfolio that achieves emissions that are equal to or less than OCPA’s proportional share of the 30 MMT by 2030 and 25 MMT by 2035 GHG targets.

Projecting resource needs over the planning horizon covered by the IRP is a fluid process and OCPA expects changes over time. The future resources identified in OCPA’s IRP represent OCPA’s current good-faith projection of the resource mix that will be procured over the IRP planning horizon. Such projections are based on best available information regarding planning directives, OCPA policy, resource availability and other key considerations. The resources identified in future iterations of OCPA’s IRP may change due to new information and evolving circumstances, and the ultimate resource mix that OCPA actually procures (in future years) may differ from what is reflected in this plan due to a number of variables, including availability of supply, technology changes, price of supply, and/or other market or regulatory considerations.

Examples of future regulatory changes include the upcoming “Slice of Day” framework for the Resource Adequacy (“RA”) program,⁴ the implementation of the Central Procurement Entity (“CPE”),⁵ as well as structural, programmatic changes to the IRP program.⁶ Though the impact of these changes is uncertain at this time, they have the potential to materially reshape how capacity and energy are valued for reliability purposes, and in turn, such changes may impact OCPA’s future procurement decisions. Through its involvement and membership in the California Community Choice Association (“CalCCA”), OCPA will continue to monitor and engage in Commission proceedings and incorporate pertinent planning and procurement adaptations as necessary.

Board Approval of IRP

OCPA is structured as a joint powers authority and is governed by a Board of Directors comprised of appointed officials from cities and the county within its service territory. OCPA procures electricity for its customers from a variety of resources guided by policies adopted by the Board, and by regulatory requirements established by the California Legislature and state regulatory agencies. Procurement activities are structured to achieve internal energy and financial goals, as directed by its Board, including meeting all compliance obligations to achieve a safe, affordable, reliable, and clean power supply.

In compliance with Section 454.52(b)(3), this IRP was formally submitted to OCPA’s Board of Directors for approval based on the IRP’s compliance with Sections 454.51 and 454.52 (“IRP Statute”).

⁴ D.22-06-050.

⁵ See D.20-06-002 and D.22-03-034.

⁶ See R.20-05-003, *Administrative Law Judge’s Ruling Seeking Comments on Staff Paper on Procurement Programs and Potential Near-Term Actions to Encourage Additional Procurement* Attachment A (September 8, 2022).

On October 25, 2022, OCPA’s board adopted Resolution No. 2022-##, which formally approves this IRP and adopts OCPA’s Preferred Conforming Portfolio (“PCP”). In Resolution No. 2022-##, OCPA’s board also makes the following determinations regarding OCPA’s PCP:

- OCPA’s PCP is expected to achieve economic, reliability, environmental, security, and other benefits and performance characteristics that are consistent with the goals set forth in Section 454.52(a)(1)(A-I).
- OCPA’s PCP includes a diversified procurement portfolio consisting of both short-term and long-term electricity and electricity-related and demand reduction products.
- OCPA’s PCP achieves the resource adequacy requirements established pursuant to Public Utilities Code Section 380.
- OCPA’s PCP is consistent with the procurement timing, resource mix, and operational attributes of the Commission’s 2022 Preferred System Portfolio (“PSP”).⁷
- OCPA’s PCP is fully compliant with all OCPA procurement directives.

A copy of the IRP and Resolution is available on OCPA’s website.⁸

Request for Certification

OCPA respectfully requests that the Commission certify this IRP. As both the Legislature and the Commission have recognized, the Legislature has granted CCAs broad authority to procure resources on behalf of their respective customers, an authority limited only where “other generation procurement arrangements have been expressly authorized by statute.”⁹ Likewise, the Legislature has granted CCAs autonomy in setting their own rates and managing interactions with their customers.¹⁰ OCPA understands that the Commission has three primary interests in the CCA IRP process:

- Ensuring that CCA IRPs provide requisite procurement information needed by the Commission to develop its statewide plan.¹¹
- Ensuring that CCA current and planned procurement is consistent with the RA requirements established pursuant to Public Utilities Code Section 380.5.¹²

⁷ In D.22-02-004 at page 105 and Ordering Paragraph 8, the Commission adopted the 38 MMT Core Portfolio with 2020 IEPR Demand and High Electric Vehicle (“EV”) Penetration Scenario.

⁸ See *Key Documents and Resources*, available at <https://OCPAcommunitenergy.org/about-us/key-documents/>.

⁹ Cal. Pub. Util. sec. 366.2(a)(5).

¹⁰ D.05-12-041 at 9-11 (“Nothing in the statute directs the CPUC to regulate the CCA’s program except to the extent that its programs may affect utility operations and the rates and services to other customers. For example, the statute does not require the CPUC to set CCA rates or regulate the quality of its services... We are confident that existing law protects CCA customers. Entities of local government, such as CCAs, are subject to numerous laws that will have the effect of protecting CCA customers and promoting accountability by CCAs...”).

¹¹ D.19-04-040 at 17-18 (“The Commission’s portfolio aggregation and evaluation process, which relies of fulfillment of IRP filing requirements by LSEs, is the only process capable of assessing the overall needs of the CAISO grid and meeting the statewide GHG, reliability, and least-cost goals collectively. While LSEs may use their IRP process to meet local planning needs as well, the statewide planning function is the statutorily required process . . .”).

¹² Cal. Pub. Util. Code sec. 454.52(b)(3)(C).

- Ensuring that CCA current and planned procurement satisfies the CCA’s share of renewable integration resources identified in the Commission’s PSP, and that the CCA either self-provides or pays for investor-owned utility (“IOU”) procurement to support its share of any renewable integration shortfall.¹³

OCPA has prepared its IRP with these interests in mind, and recognizes benefits of a collaborative planning approach between the State and CCAs.

b. Executive Summary

This narrative provides a detailed description of the development and content of OCPA’s PCP, each portfolio’s compliance with applicable requirements, and an action plan detailing OCPA’s next steps (to promote conformance with such requirements).

OCPA developed its IRP through the following steps:

- OCPA compiled data for its existing energy contracts, RA capacity contracts, and its share of capacity for allocated Cost Allocation Mechanism (“CAM”) resources using the guidance provided by the Energy Division.
- For each IRP planning year, OCPA identified its short positions relative to known planning targets and its assigned load forecast.
- OCPA populated the Resource Data Template with all current contracts.
- OCPA compiled detailed information on projects for which it is currently negotiating power purchase agreements, including information regarding project status and timing.
- OCPA added generic future contracts with existing resources, including renewable and large hydroelectric generators, to help fill its remaining open positions.
- OCPA used the Commission’s Clean System Power Calculator Tool to check the GHG emissions associated with the resulting portfolio to ensure that these emissions are less than or equal to OCPA’s assigned share of the 25 MMT and 30 MMT benchmarks.
- OCPA identified the resulting portfolio as its PCP.
- OCPA checked its PCP for reliability by comparing the total portfolio net qualifying capacity (“NQC”) against OCPA’s RA requirements as shown in the Reliability tab of both the 25 MMT RDT and the 30 MMT RDT and adding in sufficient RA capacity to ensure reliability.

OCPA reached the following findings regarding its PCP:

- OCPA’s PCP includes the procurement of the following new resources:
 - New hybrid resources totaling 590 MW solar/250 MW battery storage
 - New wind resources totaling 400 MW
 - New geothermal resources totaling 25 MW
 - New grid connected battery storage of 200 MW

¹³ *Id.* at sec. 454.51.

- New long duration storage of 100 MW
- OCPA's PCP provides for the following overall resource mix in 2035:
 - 290 GWh of Large Hydro
 - 25 GWh of Biomass
 - 284 GWh of Geothermal
 - 203 GWh of Nuclear
 - 6 GWh of Small Hydro
 - 1,721 GWh of Wind
 - 2,185 GWh of Solar
 - 450 MW of Short Duration (4-hour) Battery Storage Capacity
 - 100 MW of Long Duration (8-hour) Battery Storage Capacity
 - 466 MW of Natural Gas/Baseload/Other (Capacity-Only)
 - 82 MW of SCE resources (Capacity-Only) allocated through the Cost Allocation Mechanism.

OCPA's PCP is consistent with procurement timing, resource quantities, and general resource attributes identified in the PSP:

- Using the 30 MMT CSP calculator, OCPA's PCP would have 2030 emissions of 0.293 MMT and 2035 emissions of 0.303 MMT, which is less than OCPA's assigned share of 2030 and 2035 emissions.
- Using the 25 MMT CSP calculator, OCPA's PCP would have 2030 emissions of 0.320 MMT and 2035 emissions of 0.321 MMT, which is less than OCPA's assigned share of 2030 and 2035 emissions.
- OCPA's PCP meets all relevant reliability metrics.
- OCPA's PCP provides approximately OCPA's load-proportional share of renewable integration resources.
- OCPA's PCP is also consistent with the Commission's PSP and can be used in either a 25 MMT or 30 MMT consolidated statewide portfolio.

To implement its PCP, OCPA is adopting the action plan described in Section IV, below. This action plan consists of the following steps:

- OCPA will periodically solicit offers for new renewable generation and storage projects. These resources are typically secured through long-term power purchase agreements. OCPA expects to secure power purchase agreements for new and existing projects in multiple solicitations conducted over the next several years.
- Periodically throughout the year, OCPA will solicit offers for short-term renewable energy, resource adequacy, system energy, and other products needed to balance the portfolio and adhere to position limits established through OCPA's risk management policy and practices. These solicitations may take the form of formal request for offers processes, bilateral discussions, and/or transactions arranged through broker markets.

- OCPA will continue to procure resources to meet any remaining assigned requirements from D.19-11-016 and D.21-06-035, as well as the specific sub-categories from that decision.

II. Study Design

a. Objectives

OCPA had the following objectives in performing the analytical work to develop its IRP:

1. Identify a portfolio that meets OCPA's goals for renewable energy utilization and that has GHG emissions equal to or less than OCPA's proportional share of the 30 MMT and 25 MMT GHG reduction benchmark, as determined using the Commission's emissions calculator.
2. Identify a portfolio that achieves economic, reliability, environmental, security, and other benefits and performance characteristics that are consistent with the goals set forth in Public Utilities Code Section 454.52(a)(1)(A-I).
3. Identify diverse and balanced portfolio that include both short-term and long-term electricity products as well as electricity-related demand reduction products.
4. Identify portfolios that achieve the resource adequacy requirements established pursuant to Public Utilities Code Section 380 and provide OCPA's share of system reliability and renewable integration resources.
5. Identify portfolios that comply with all of OCPA's procurement directives.
6. Identify portfolios that are compliant with OCPA's obligations under the Renewables Portfolio Standard ("RPS") program.
7. Identify portfolios that are cost-effective and minimize rate impacts on OCPA's customers.

b. Methodology

i. Modeling Tool(s)

In developing its planned portfolios, OCPA made use of the modeling done by the Energy Division using RESOLVE and SERVVM and incorporated into the RDTv3 and CSP templates as a starting point. After studying this modeling and its conclusions, OCPA used its own experience and expertise in procurement to construct models to quantify portfolio targets for renewable energy content, capacity, and portfolio GHG emissions, as well as physical and financial positions to ensure adherence to OCPA's currently effective risk management policies and business practices.

OCPA starts by utilizing a commercially available energy trading and risk management system to monitor positions, market exposure, credit exposure, value-at-risk, and other risk management metrics.

OCPA uses the outputs of the energy trading system to develop reports and models which are then analyzed to assess annual, monthly, and hourly open positions, taking account of forecasted hourly electric loads and expected deliveries from OCPA’s resource portfolio. OCPA uses a proprietary financial model to project power supply costs and incorporates existing and planned procurement into an overall financial assessment of revenues, costs, and cash flows.

For new resource selection, OCPA relied upon the modeling and assumptions in the PSP, and on OCPA’s ongoing and recent procurement experience, which provides insight into resource availability and cost. In addition, OCPA’s new resource selection reflects the goals adopted by its Board that reflect the unique geographic location and local resource availability.

GHG emissions were assessed using the Commission’s Clean System Power tool for the 30 MMT and 25 MMT variations.

i. Modeling Approach

Load Forecast

OCPA developed this IRP using its assigned load forecast from the file 2022 Final GHG Emission Benchmarks for LSEs_public(4).xlsx (also contained in the CSP templates), as specified in the June 15, 2022 *Administrative Law Judge’s Ruling Finalizing Load Forecasts and Greenhouse Gas Emissions Benchmarks for 2022 Integrated Resource Plan Filings*. In future IRPs, and once OCPA has more robust data to apply to its modeling effort subsequent to service launch, OCPA plans to expand the scope of its modeling approach to integrate a more detailed and comprehensive modeling process.

OCPA’s assigned load forecast is as follows:

Table 1: OCPA’s 2023-2035 Load Forecast (GWh)

Year	Load Forecast
2023	3,604
2024	4,112
2025	4,144
2026	4,172
2027	4,211
2028	4,244
2029	4,280
2030	4,312
2031	4,346
2032	4,370
2033	4,397
2034	4,421
2035	4,446

Load Shape

In developing its portfolio OCPA used the default load shape from the Clean System Power Calculator, which reflects the California Independent System Operator (“CAISO”) hourly system average load shape forecast for the 2021 IEPR Mid Case.¹⁴ Because OCPA used the default load shape in the Clean System Power Calculator, OCPA’s total annual energy volumes remain consistent with OCPA’s assigned load forecast.

Load-Proportional GHG Emissions Benchmark

OCPA’s modeling was assessed against its 2035 load-proportional share of the respective 30 MMT and 25 MMT benchmarks, as assigned in Table 1 of the Load Forecast Ruling. This assessment yielded the following results:¹⁵

Table 2: OCPA’s Assigned Shares of GHG Reduction Benchmarks¹⁶

2035 Load (GWh)	2035 GHG Benchmark – 30 MMT Scenario	2035 GHG Benchmark – 25 MMT Scenario
4,446	0.327	0.411

Compiling Existing Resources

To populate its baseline resource templates, OCPA added existing resources from the following procurement categories:

- Energy Contracts
- Capacity (Resource Adequacy) Contracts
- OCPA’s assigned share of capacity for CAM resources, taken from Energy Division’s Aggregated CAM Resources for LSEs Plan Development, dated September 29, 2022
- OCPA’s selected Voluntary Allocation and Market Opportunities (“VAMO”) allocation of RPS resources from SCE and SDG&E
- OCPA’s allocation of GHG-free resources from SCE

Selecting New Resources

To identify its new resource procurement opportunities, OCPA first determined the new resource capacity it intends to add each year, which considered resource needs (open positions), long-term

¹⁴ Final Ruling at 3.

¹⁵ See 2022 Final GHG Emission Benchmarks for LSEs, LSE Demand Forecast (June 28, 2022) (“GHG Benchmarks”), available at https://www.cpuc.ca.gov/-/media/cpuc-website/divisions/energy-division/documents/integrated-resource-plan-and-long-term-procurement-plan-irp-ltpp/2022-irp-cycle-events-and-materials/2022-final-ghg-emission-benchmarks-for-lses_public.xlsx.

¹⁶ GHG Benchmarks at Tab “Benchmarks_30 MMT” and “Benchmarks_25 MMT”.

renewable contracting requirements, RPS requirements, resource adequacy requirements, the need for incremental resource adequacy capacity to contribute to system reliability and renewable integration needs, the potential for technological improvements, and financial considerations. OCPA selected resource types based on its experience with competitive solicitations for new renewable and storage resources, its experience in procuring resource adequacy resources, as well as consideration of the studies and modeling underlying the adopted PSP.

Confirming Reliability

OCPA's portfolios were evaluated to ensure that sufficient dependable capacity (net qualifying capacity) is available to meet peak load requirements, as shown in the RDTv3. This includes a 14% Perfect Capacity ("PCAP") Planning Reserve Margin.¹⁷ OCPA used technology-specific Effective Load Carrying Capacity ("ELCC") factors provided by the Commission to assess the contribution of each resource to system reliability. In order to ensure that its portfolio met the reliability requirements, OCPA added sufficient short-term RA capacity in each year. OCPA's portfolios were also designed to ensure that current incremental resource capacity obligations from D.19-11-016 and D.21-06-035 are met.

Calculating GHG Emissions

OCPA calculated the emissions associated with its PCP using the Commission's Clean System Power calculator. The assigned load forecast and default load shapes and behind the meter adjustments were used for this assessment, along with the planned supply portfolios. The results were checked against the assigned GHG benchmarks included in the Clean System Power tools.

III. Study Results

a. Conforming and Alternative Portfolios

Pursuant to Commission direction, OCPA is submitting one PCP because this portfolio meets the requirements of both the 30 MMT and 25 MMT system plans. As required, OCPA presents this singular PCP separately in both the 30 MMT and 25 MMT RDTs and CSP calculators, respectively. OCPA is not submitting alternative portfolios.

OCPA's PCP

The table below provides a summary of OCPA's PCP, identifying resources by type and distinguishing between the following procurement categories:

- Existing resources (energy and capacity) that OCPA owns or contracts with, consistent with definitions provided in the Resource Data Template.
- Existing resources (energy and capacity) that OCPA plans to contract with in the future.
- Existing resources (capacity) that OCPA partially pays for through CAM.

¹⁷ See *Workshop: Reliability Filing Requirements for Load Serving Entities' 2022 Integrated Resource Plans-Results of PRM and ELCC Studies*, Slide 31 (July 29, 2022).

- New resources (energy and capacity) that are under development that OCPA is planning to procure.
- Future new resources (energy and capacity) that OCPA is planning to procure.

In summary, to meet OCPA’s projected 2035 energy demand of 4,446 GWh, OCPA has selected a PCP composed primarily of the resource types and energy volumes detailed below.¹⁸

Table 3: OCPA 2035 Projected Resource Types and Energy Volumes

Resource Category	Under Development	Owned or Contracted	Planned Existing	Planned New	Under Review	Total
Asset Controlling Supplier (GWh)	0	0	175	0	0	175
Battery Storage (MWh Energy Capacity)	76	32	0	800	0	907
Biomass (GWh)	0	0	0	25	0	25
Geothermal (GWh)	0	12	75	197	0	284
Hybrid or Paired Solar and Battery (GWh)	0	0	0	1,565	0	1,565
Large Hydro (GWh)	0	115	0	0	0	115
Small Hydro (GWh)	0	6	0	0	0	6
Solar Existing California (GWh)	0	392	225	0	0	617

¹⁸ Residual energy needs are assumed to be supplied by unspecified CAISO system energy purchases.

Wind Existing California (GWh)	0	232	175	0	0	407
Wind Wyoming (GWh)	0	0	0	359	0	359
Wind New SCE SDG&E (GWh)	0	0	0	526	0	526
Wind Offshore Morro Bay (GWh)	0	0	0	429	0	429

Additionally, OCPA’s 2035 PCP includes capacity-only resources composed primarily of the following resources:

- CAM, Demand Response, and RMR Allocations – 118 MW
- Existing natural gas, baseload, and other (planned procurement) – 466 MW

OCPA’s portfolio includes a mix of existing and new resources. Approximately 1,565 MW of OCPA’s PCP is composed of new resources, reflecting OCPA’s role as an active player in the State’s development of new renewable and storage resources. Furthermore, OCPA’s PCP is comprised of a mix of resources in which OCPA can minimize customer rate impacts while still achieving the State’s GHG-reduction targets.

OCPA’s PCP Is Consistent with the Preferred System Plan

The new resources included in OCPA’s PCP are generally consistent with the PSP 2035 new resource mix adopted in D.22-02-004, as updated.¹⁹

The Decision identifies planned use of resources in the following categories: Gas, Biomass, Geothermal, Wind, Wind on New-Out-of-State Transmission, Offshore Wind, Utility-Scale Solar, Battery Storage, Pumped (Long-Duration) Storage, Shed Demand Response.

As demonstrated in the following table, OCPA’s PCP is generally consistent with OCPA’s proportional share of new procurement for each of the “resource types” identified in D.22-02-004:

¹⁹ LSE Plan Filing Requirements RESOLVE Modeling Results at 16 (June 15, 2022), available at <https://www.cpuc.ca.gov/-/media/cpuc-website/divisions/energy-division/documents/integrated-resource-plan-and-long-term-procurement-plan-irp-ltpp/2022-irp-cycle-events-and-materials/lse-filing-requirement-resolve-results.pdf>.

Table 4: Comparison of OCPA's PCP vs PSP

Resource Category	PSP	OCPA's Proportional Share of PSP New Resources	OCPA's 30 MMT Conforming Portfolio
Gas	-	0	0
Biomass	134	0	3
Geothermal	1,135	25	22
Wind	3,562	200	70
Wind on New Out-of-State Transmission	4,636	100	91
Offshore Wind	4,707	100	92
Utility-Scale Solar	17,418	590	342
Battery Storage	17,350	450	340
Pumped (long-duration) Storage	1,000	100	20
Shed Demand Response	977	0	19

OCPA's proportional share of the PSP New Resources and the resources reflected in OCPA's PCP are relatively aligned; however, OCPA's PCP reflects a higher level of new resource procurement due to OCPA's emphasis on providing renewable energy to its customers. Additionally, OCPA has selected a much higher than proportional amount of biomass.

b. Preferred Conforming Portfolios

OCPA's PCP consists of a combination of:

- Utility-scale solar;
- In-state wind;
- Out-of-state wind;
- Off-shore wind;
- Short-duration storage;
- Long-duration storage;
- Large hydro-electric and Asset Controlling Supply (Mostly imported large hydro);
- Geothermal;
- Nuclear (via allocation from SCE);
- Biomass/biogas; and
- Natural gas/other (capacity only).

As stated above, in accordance with Public Utilities Code Section 454.51(b)(3), OCPA's governing board has determined that the resource mix in the PCP achieves "economic, reliability, environmental, security, and other benefits and performance characteristics that are consistent with the goals set forth [in Section 454.51(a)(1)]." These benefits and characteristics are discussed as follows.

GHG Reduction Goals

OCPA's PCP achieves results and performance characteristics consistent with the Section 454.52(a)(1)(A) goal of meeting the Commission's 30 MMT or 25 MMT GHG reduction benchmarks.²⁰ OCPA's proportional share of the 30 MMT GHG target is 0.534 MMT in 2030 and 0.411 MMT in 2035. According to the Commission's emissions calculator for the 30 MMT scenario, OCPA's PCP would account for 0.293 MMT of emissions in 2030 and 0.303 MMT of emissions in 2035. OCPA's proportional share of the 25 MMT GHG target is 0.401 MMT in 2030 and 0.327 MMT in 2035. According to the Commission's emissions calculator for the 25 MMT scenario, OCPA's PCP would account for 0.320 MMT of emissions in 2030 and 0.321 MMT of emissions in 2035.

Renewable Energy

OCPA's PCP achieves results and performance characteristics consistent with the Section 454.52(a)(1)(B) goal of ensuring that portfolios are composed of at least 50% eligible renewable resources. In 2035, OCPA's 30 MMT PCP portfolio would consist of 95% eligible renewable generation, which exceeds the 60% requirement.

Minimizing Bill Impact

OCPA's PCP achieves results and performance characteristics consistent with the Section 454.52(a)(1)(D) goal of minimizing the impact of planned procurement on ratepayer bills. OCPA's PCP portfolio consists primarily of renewable resources that have no exposure to volatile natural gas prices that have risen dramatically in recent years.

OCPA prioritizes cost competitiveness, reliability, and use of renewable energy. OCPA anticipates that bill impacts will be minimized during its planned portfolio transition as new solar and wind generation projects secured via long-term contract generally have lower net costs than prices paid in the short-term renewable energy markets. Coupling new solar with battery storage increases the capacity value of the projects, displacing the need to buy expensive resource adequacy products, and provides limited dispatchability for the solar generation, minimizing the risk of energy value degradation over time. OCPA seeks generation and/or storage projects that meet portfolio fit considerations and that have positive net present value in consideration of expected contract costs and the value of the energy, reliability, and environmental attributes provided by the project. Such projects help reduce customer costs relative to alternative sources of energy and capacity. Further, OCPA's PCP minimizes exposure to volatile natural gas prices as well as bill impacts that may result from periodic spikes in fossil fuel prices.

²⁰ See D.22-02-004 at 105.

Ensuring System and Local Reliability

OCPA's PCP achieves results and performance characteristics consistent with the Section 454.52(a)(1)(E) goal of ensuring system and local reliability. OCPA's PCP is reliable from both an OCPA-specific and systemwide perspective under the 30 MMT and 25 MMT Scenarios. The PCP would provide adequate energy storage and RA capacity to meet OCPA's generation needs during non-solar generating hours.

The PCP meets system resource adequacy requirements as detailed in Section III. With the adoption of the Central Procurement Entity structure, OCPA no longer has local resource adequacy requirements in the SCE area since the CPE has taken over the procurement of local resource adequacy capacity within OCPA's service area. Local resource adequacy obligations continue for OCPA's load in the SDG&E service area. The CPE construct is only recently operational. OCPA's portfolio assumes CAM allocations and CAM resources, which incorporate CPE system and flexible capacity allocations, consistent with the information provided by the Energy Division for use in this IRP. OCPA anticipates that it will meet its reliability (RA) needs through renewable energy resources, battery storage, and capacity-only contracts with existing natural gas plants.

As a practical matter, the ability of OCPA's portfolio to meet OCPA's own load requirements will not be materially impacted by whether other parties procure consistent with the 30 MMT or 25 MMT target. As discussed in Section III.f, OCPA's PCP includes sufficient NQC to meet peak loads and reserve margins regardless of whether other load serving entities procure to the 25 MMT or 30 MMT benchmark targets. If other LSEs procure in accordance with a 25 MMT GHG target, the NQC and contribution to reliability of OCPA's PCP would increase by an average of 13 MW. Based on results from the CSP calculator, OCPA should expect similar hours of curtailment for its renewable resources between the 30 MMT and 25 MMT scenarios.

Ensure that at least 65% of RPS Procurement is From Long-Term Contracts

Consistent with Section 454.52(a)(1)(F), OCPA is on pace to meet the requirement that 65% of its Renewables Portfolio Standards ("RPS") procurement must come from contracts of 10 years (long-term or more for each compliance period. For the current compliance period, OCPA has procured 61% from long-term contracts, with additional long-term contracts currently being evaluated. Additionally, the majority of the resources shown in OCPA's PCP are expected to be acquired through long-term contracts. OCPA will continue to procure renewables through short-term contracts when opportunities present themselves for cost-efficient procurement and when doing so would reduce any remaining dependency on system power.

Strengthen the diversity, sustainability, and resilience of the bulk transmission and distribution systems, and local communities

OCPA's PCP achieves results and performance characteristics that strengthen the diversity, sustainability and resilience of the bulk transmission and distribution systems, as well as local communities, meeting Section 454.52(a)(1)(G). OCPA's PCP relies on procurement from a variety of resource types as well as significant storage resources incorporated in hybrid solar and storage configurations. OCPA believes that the complementary nature of the solar and storage in hybrid resources makes better use of the existing transmission system. OCPA carefully evaluates the long-term generation load-matching and congestion risks of new resources and

weighs its options in the context of its existing supply and net demand on an hourly basis for the full duration of any contract period.

Demand-Side Energy Management

OCPA's 30 MMT portfolio achieves results and performance characteristics consistent with the section 454.52(a)(1)(G) goal of enhancing demand-side energy management. OCPA utilizes demand response capacity allocated to it from the SCE portfolio and will be exploring development of demand-side management programs such as demand response, energy efficiency, and behind the meter energy storage solutions.

Minimizing Localized Air Pollutants with Emphasis on Disadvantaged Communities ("DACs")

OCPA's 30 MMT portfolio achieves results and performance characteristics consistent with the section 454.52(a)(1)(l) goal of minimizing localized air pollutants and other GHG emissions with early priority on disadvantaged communities. OCPA's PCP relies primarily on renewable generation, and this portfolio is expected to exhibit relatively low GHGs and localized air pollution emissions. The PCP minimizes reliance on unspecified system power, instead incorporating renewable generation procurement/development whenever feasible.

Results from the 30 MMT CSP tool indicate the following localized air pollutants associated with OCPA's PCP in 2035:

- NOx: 43 tonnes/year
- PM 2.5: 19 tonnes/year
- SO2: 4 tonnes/year

Results from the 25 MMT CSP tool indicate the following localized air pollutants associated with OCPA's PCP in 2035:

- NOx: 40 tonnes/year
- PM 2.5: 16 tonnes/year
- SO2: 4 tonnes/year

These emissions are expected to result from the planned use of system energy and biomass energy in the 30 MMT PCP, as well as emissions from Combined Heat and Power ("CHP") resources and system energy assigned to the OCPA portfolio by the CSP tool. In evaluating use of biomass resources, OCPA will prioritize procurement from those located outside of DACs to the greatest practical extent.

c. GHG Emissions Results

GHG emissions associated with MCE's PCP are shown below for the 30 MMT and 25 MMT Scenarios. As stated above, the emissions associated with MCE's PCP are lower than MCE's proportional share for both the 30 MMT and 25 MMT benchmarks.

Table 5: Portfolio GHG Emissions

Scenario	Unit	2024	2026	2030	2035
30 MMT	MMt/yr	0.354	0.264	0.293	0.303
25 MMT	MMt/yr	0.346	0.276	0.320	0.321

d. Local Air Pollutant Minimization and Disadvantaged Communities

i. Local Air Pollutants

The 30 MMT version of the CSP calculator estimates the following emissions associated with OCPA’s PCP:

Table 6: 30 MMT Portfolio Air Pollutants

Emissions Total	Unit	2024	2026	2030	2035
PM2.5	tonnes/yr	36	18	14	19
SO ₂	tonnes/yr	12	6	3	4
NOx	tonnes/yr	116	67	43	43

The 25 MMT version of the CSP calculator estimates the following emissions associated with OCPA’s PCP:

Table 7: 25 MMT Portfolio Air Pollutants

Emissions Total	Unit	2024	2026	2030	2035
PM2.5	tonnes/yr	36	17	14	16
SO ₂	tonnes/yr	12	6	3	4
NOx	tonnes/yr	115	66	42	40

OCPA’s contribution to air pollutants is a result of system power, its assigned amounts of CHP power, and biomass resources. The tables below show the portion of load that is being served from fossil fuel resources and system power each year for the respective portfolios.

Table 8: 30 MMT Portfolio Demand, Fossil Fuel Resources and System Power

Demand Summary	Unit	2024	2026	2030	2035
Managed Retail Sales Forecast (assigned to LSE)	GWh	4,112	4,172	4,312	4,446
Demand (at generator bus-bar)	GWh	4,439	4,504	4,656	4,802

<i>LSE Supply, before curtailment and exports</i>	<i>GWh</i>	4,029	4,358	4,693	4,791
<i>Net Purchases, before curtailment and exports</i>	<i>GWh</i>	410	146	(37)	10
Curtailment	<i>GWh</i>	(142)	(196)	(405)	(440)
Exports	<i>GWh</i>	(39)	(37)	(96)	(139)
Zero Emissions Power From System	<i>GWh</i>	0	0	0	-
Net System Power (incurs emissions)	<i>GWh</i>	590	379	464	589
Percent of Demand from Net System Power		13%	8%	10%	12%

Table 9: 25 MMT Portfolio Demand, Fossil Fuel Resources and System Power

Demand Summary	Unit	2024	2026	2030	2035
Managed Retail Sales Forecast (assigned to LSE)	<i>GWh</i>	4,112	4,172	4,312	4,446
Demand (at generator bus-bar)	<i>GWh</i>	4,439	4,504	4,656	4,802
<i>LSE Supply, before curtailment and exports</i>	<i>GWh</i>	4,023	4,350	4,666	4,775
<i>Net Purchases, before curtailment and exports</i>	<i>GWh</i>	417	154	(9)	26
Curtailment	<i>GWh</i>	(125)	(229)	(407)	(438)
Exports	<i>GWh</i>	(32)	(43)	(140)	(163)
Zero Emissions Power From System	<i>GWh</i>	0	0	0	0
Net System Power (incurs emissions)	<i>GWh</i>	574	427	538	627
Percent of Demand from Net System Power		13%	9%	12%	13%

OCPA discusses its plans to reduce reliance on system power in Section IV. Action Plan.

ii. [Focus on Disadvantaged Communities](#)

OCPA intends to provide and manage its energy portfolio and products in a manner that promotes public health, clean energy procurement, as well as tenets of social, economic and environmental justice in areas impacted by energy production, including Disadvantaged Communities (“DAC”). It offers several service options that benefit the DACs and low-income communities it serves. In the future, OCPA intends to contract exclusively with renewable or GHG-free generation resources, pursuant to its program objective and SB 100 mandate. To promote cost savings and risk management for our ratepayers, OCPA will continue to rely on some unspecified CAISO system power for short-term energy needs beyond its long-term contracts; however, OCPA’s long-term energy procurement policy is not expected to negatively impact local air quality. To the extent practicable, OCPA is committed to identifying opportunities to support the replacement of retired facilities with renewable resources to reduce the pollution burden in these communities through its procurement activities.

OCPA’s IRP is consistent with the goal of minimizing local air pollutants, with early priority on DACs. As defined by the CalEPA’s designation, a Disadvantaged Community includes four categories:

- Census tracts receiving the highest 25 percent of overall scores in CalEnviroScreen 4.0 (1,984 tracts).
- Census tracts lacking overall scores in CalEnviroScreen 4.0 due to data gaps but receiving the highest 5 percent of CalEnviroScreen 4.0 cumulative pollution burden scores (19 tracts).
- Census tracts identified in the 2017 DAC designation as disadvantaged, regardless of their scores in CalEnviroScreen 4.0 (307 tracts).
- Lands under the control of federally recognized Tribes.

As identified by CalEPA’s designation, OCPA serves the following DACs:

Table 10: Orange County Power Authority DACs

Census Tract	City	Category
6059052410	Irvine	CalEnviroScreen 4.0 Top 25%
6059052404	Irvine	CalEnviroScreen 3.0 Disadvantaged Communities Only
6059099402	Huntington Beach	CalEnviroScreen 3.0 Disadvantaged Communities Only
6059099702	Huntington Beach	CalEnviroScreen 4.0 Top 25%
6059110500	Buena Park	CalEnviroScreen 4.0 Top 25%
6059110302	Buena Park	CalEnviroScreen 3.0 Disadvantaged Communities Only
6059110402	Buena Park	CalEnviroScreen 4.0 Top 25%
6059110603	Buena Park	CalEnviroScreen 4.0 Top 25%
6059001801	Fullerton	CalEnviroScreen 4.0 Top 25%
6059001802	Fullerton	CalEnviroScreen 4.0 Top 25%
6059086803	Buena Park	CalEnviroScreen 4.0 Top 25%
6059011403	Fullerton	CalEnviroScreen 4.0 Top 25%
6059011502	Fullerton	CalEnviroScreen 4.0 Top 25%
6059011602	Fullerton	CalEnviroScreen 4.0 Top 25%
6059011601	Fullerton	CalEnviroScreen 4.0 Top 25%
6059099702	Unincorporated Orange County	CalEnviroScreen 4.0 Top 25%

Power Procurement in DACs

OCPA does not currently procure electricity directly from any natural gas or other fossil fuel power plants. However, OCPA recognizes the need to help mitigate the impacts of air pollution in regions of the state where communities have been disproportionately impacted by the existing generating fleet and the need for economic development in areas with high unemployment and poverty. OCPA evaluated its indirect impacts on disadvantaged communities throughout the state. OCPA relies on 13% of system power, and while such energy cannot be traced to its specific source, some of it may be generated within DAC areas. OCPA strives to reduce its dependence on resources that emit GHGs and other local pollutants through a clean electric supply portfolio the vast majority of which is renewable and GHG-free.

e. Cost and Rate Analysis

OCPA's PCP is reasonable from a cost perspective. In selecting resources for its portfolios, OCPA carefully considered the cost implications of specific resource selections and procurement timing. This analysis was informed by OCPA's procurement experience and the standard assumptions and results of the Commission's RESOLVE/SERVM modeling.

OCPA strives to keep customer costs as low as possible, while meeting customer choice for a highly renewable power supply. This is reflected both in the resources procured and in the timing of those procurements. OCPA employs risk-management that considers risk associated with under-procurement, as well as risks of potential over-procurement which could occur from unforeseen changes in load going forward. Risk management also involves assessing the currently available technologies, expected technological developments, and potential for radically different technologies in the future. The assessment of potential resources is not strictly done based on contract price but includes consideration of how well the resources match the specific needs of OCPA's customers' load. For example, solar resources are often the least expensive on a simple cost per MWh basis, but other resources which may cost more on a simple MWh basis may provide additional benefits in terms of RA capacity, better matching OCPA's load profile, or serving the needs of the communities that OCPA serves.

In general, OCPA sought to balance the need to procure resources with enough lead time to meet OCPA's LSE-specific procurement shortfalls and the Commission-identified overall system new resource needs with the cost-saving benefits of waiting to procure renewable and storage resources with downward sloping cost projections. OCPA also recognizes that future resource costs are highly uncertain, and technological advancement can happen unexpectedly. OCPA's procurement cycle is designed to take advantage of technological and cost improvements by incrementally adding new resource commitments over time.

OCPA's PCP takes advantage of the fact that, compared to the IOUs, CCAs significantly shorter generation project development timelines, in part due to the fact that CCAs do not require Commission approval of such projects. These shorter timelines result in significant direct savings and give OCPA more flexibility to time its procurement activities in a way that takes advantage of falling renewable generation prices or other cost-effective procurement opportunities that may arise over time.

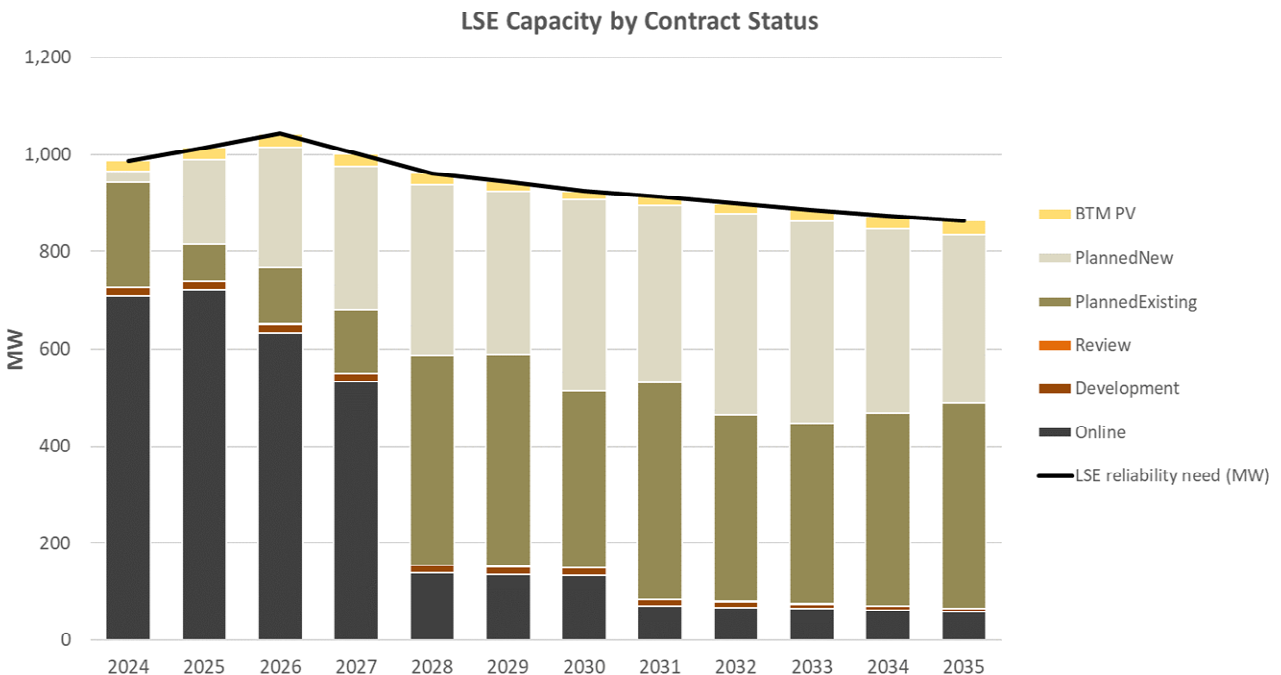
OCA continuously monitors the energy markets and reassesses current market prices, expected future prices, technological progress, and its expected needs. When opportunities arise OCA will take advantage of them.

f. System Reliability Analysis

OCA’s PCP is expected to be reliable and will contribute OCA’s fair share to system reliability needs. As the figures below demonstrate, OCA’s PCP meets or exceeds reliability requirements under the 30 MMT and 25 MMT scenarios. The CPUC’s reliability metric shows expected contribution to reliability for each resource by year, taking into consideration the ELCC of each resource type. The PCP meets or exceeds the reliability metrics in every year. Expected reductions in the ELCC for many resource types require increases in a new generation capacity in order to provide the same level of reliability. The PCP includes significant new resources that contribute to reliability throughout the planning period. By 2030, nearly half (48%) of the PCP’s net qualifying capacity is expected to come from new resources.

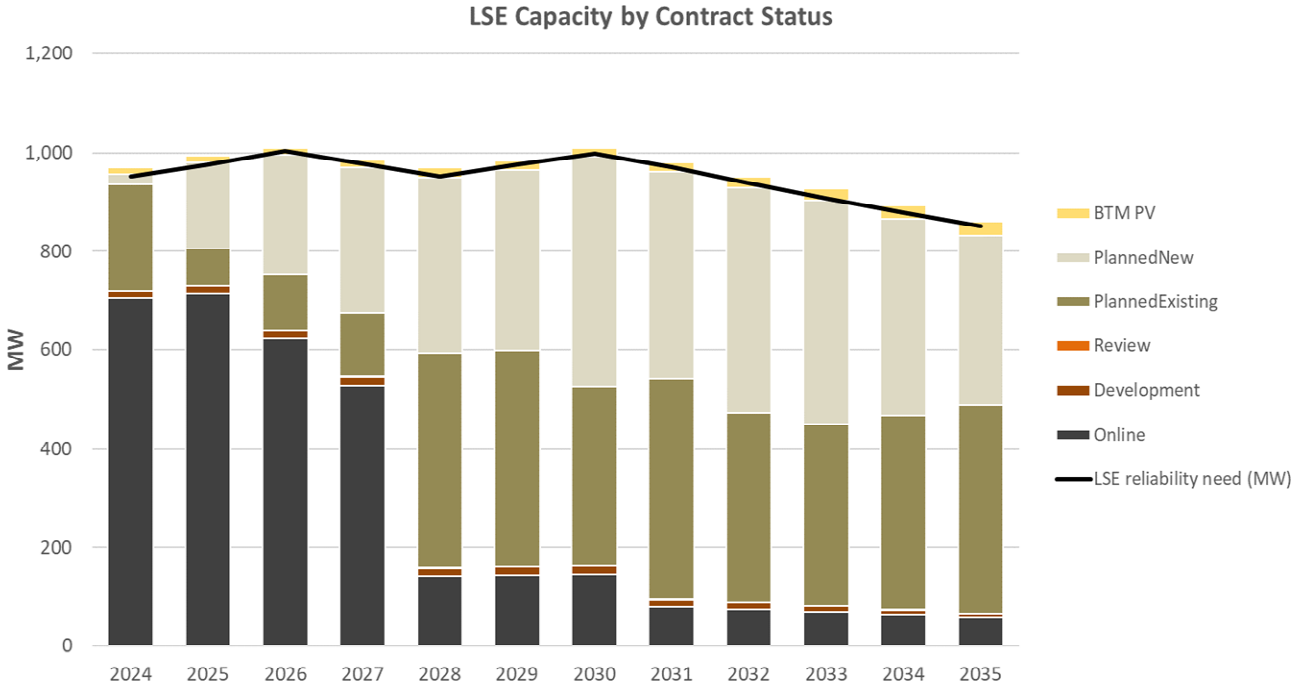
The reliability analysis for the 30 MMT scenario is shown below:

Load and Resource Table by Contract Status												
	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
LSE reliability need (MW)	987	1,014	1,043	1,002	961	944	924	913	899	886	873	863
ELCC by contract status (effective MW)												
Online	710	721	634	533	138	136	134	70	67	64	61	58
Development	17	18	18	17	15	15	15	13	12	10	9	8
Review	-	-	1	1	1	1	1	1	1	1	1	-
PlannedExisting	216	76	114	131	434	437	364	447	386	372	397	425
PlannedNew	22	174	247	294	350	334	394	363	412	415	379	344
BTM PV	22	25	29	26	23	20	17	19	22	24	26	29
LSE total supply (effective MW)	987	1,014	1,043	1,002	961	944	924	913	899	886	873	863
Net capacity position (+ve = excess, -ve = shortfall) (effective MW)	-	-	-	-	-	-	-	-	-	-	-	-



The reliability analysis for the 25 MMT scenario is shown below:

Load and Resource Table by Contract Status												
	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
LSE reliability need (MW)	952	977	1,003	977	952	977	999	970	938	908	878	851
ELCC by contract status (effective MW)												
Online	704	713	621	529	142	143	145	79	74	69	63	58
Development	17	17	17	17	16	17	17	15	13	11	9	8
Review	-	-	2	1	1	1	1	1	1	1	1	-
PlannedExisting	215	75	112	130	433	437	364	446	385	370	395	423
PlannedNew	22	176	244	293	357	367	465	420	457	452	398	344
BTM PV	13	13	13	17	21	20	18	20	22	24	27	29
LSE total supply (effective MW)	970	994	1,009	986	970	984	1,010	981	952	928	893	861
Net capacity position (+ve = excess, -ve = shortfall) (effective MW)	18	18	6	9	18	7	12	11	14	20	15	10



g. High Electrification Planning

Under the Commission’s High Electrification TPP case, the increase in loads remain small through 2030. System peak load in 2030 under the HE TPP case is only 1.5% higher than in the standard case, and the load is only 3.7% higher. For OCPA, this translates into an additional 15 MW of peak demand and 160 GWh of additional load. By 2035 the impacts are higher. Peak load is now 5.8% or 148 MW higher, and load is 14.4% or 638 GWh higher. Because these increases in the near future are small, OCPA expects it will have time to see how the high electrification situation impacts load before deciding on any additional procurement. OCPA anticipates that it might procure additional resources in the 2030-2035 time frame and may meet earlier needs by potentially moving up some of the procurement it already has in its plans.

In considering how it might meet any addition needs during the 2030-2035 or later time frame, OCPA desires to further diversify its portfolio. At this point, it seems that the best option would be to add additional offshore or out-of-state wind to the portfolio. By the 2030-2035 time frame the expected offshore resources should be developed. The high resource adequacy capacity values of offshore wind, as compared with other wind and solar resources, along with its complementary nature to the solar hybrid resources that are planned for OCPAs portfolio make offshore wind an attractive resource option.

OCPA has included 100 MW of Morrow Bay Offshore Wind its PCP. For any additional offshore wind OCPA would likely look to source from a different location in order to ensure additional diversity in its portfolio. OCPA would look to procure the additional offshore wind from the Humboldt Bay Offshore CREZ as this would achieve the greatest amount of diversity. If Humboldt Bay Offshore Wind is not available, OCPA would consider an alternative location at Morro Bay or potentially wind imports for out-of-state.

Resource Type	MWs	Annual GWh	2035 GHG target	Transmission Zone	Substation/Bus	Alternative location	Note
Humboldt Bay Offshore Wind	160	686	Both			Morrow Bay	

h. Existing Resource Planning

OCPA is a new CCA that must rely on existing resources until such time as new generation projects can be identified, contracted for, and developed. OCPA’s PCP shows declining use of existing resources as OCPA plans to work with developers to add new renewable generation to the OCPA power mix. As demonstrated in OCPA’s PCP, OCPA will drive significant new resource development, which will have a corresponding decrease in OCPA’s planned use of existing resources. The majority of OCPA’s planned renewable energy purchases for this IRP

planning horizon are from yet-to-be built projects. Existing resources that OCPA plans to utilize are generally resources that have been available successfully contracted with in the past. Some of these contracts are for multi-year terms, which provides assurance that such resources will remain available. OCPA has chosen these resources in part due to their lower delivery risks compared to new resources. However, OCPA recognizes that there is a risk that some existing resources planned for use may ultimately not be available to meet OCPA's plans. OCPA's portfolios attempt to balance out these competing risks, and OCPA will adapt its plans should energy market conditions change.

i. Hydro Generation Risk Management

In developing its portfolios, OCPA took several steps to manage the risk of reduced hydro availability that may result from future in-state drought. First, OCPA has developed a network of Pacific Northwest-based hydroelectric power suppliers, including entities that have substantial Asset Controlling Supplier ("ACS") supply and are thus able to sell firm low-carbon supply to OCPA. OCPA's PCP includes hydroelectric resources located within California as well as imported hydroelectric power from the Pacific Northwest. The amount of in-state large hydro includes both the amount from the GHG-free allocation provided by SCE, as well as planned hydro procurement in the OCPA portfolio. Second, OCPA will prioritize hydroelectric contracts with marketers that provide firm delivery volumes, helping to reduce the planning uncertainty associated with drought and variable hydroelectric conditions within California. Third, OCPA's planned use of hydroelectric supply within its PCP relatively low, making up only 5 % of its 2035 supply portfolio. Due to OCPA's small hydroelectric needs, OCPA will have a greater probability of filling its annual positions than other LSEs that may be more dependent on use of hydro-electricity. With that noted, under a drought scenario or in the event that other factors restrict the availability of hydroelectricity and OCPA is unsuccessful in filling related shortfalls through short-term contracting opportunities, OCPA would plan to substitute with renewable energy resources to ensure it meets its assigned GHG benchmark.

j. Long-Duration Storage Planning

OCPA is planning significant new battery storage capacity to help balance load and supply as it integrates a greater percentage of renewable energy into its supply mix and continues to reduce reliance on natural gas generation capacity. OCPA sees a greater need and role for long-duration storage as the grid continues to evolve. To address this need, OCPA anticipates procuring up to 100 MW of long-duration storage resources in the 2030 to 2035 timeframe. In OCPA's view, battery storage technology is currently the most commercially viable technology to qualify for this long-duration attribute. However, OCPA is also evaluating other technologies that have long-duration storage capability as well. Technology performance risk is the biggest unknown at present because, with the exception of pumped hydro storage, there is no track record for utility scale, long-duration storage. OCPA expects rapid technological improvement in battery storage as the industry continues to scale-up and anticipates declining costs in the longer-term. In the short-term, however, costs are increasing, and project opportunities are limited, particularly

when the procurement is on accelerated procurement timelines. These factors may impact the pace at which OCPA adds storage to its resource portfolio.

k. Clean Firm Power Planning

While OCPA does not have a regulatory mandate to procure clean firm power resources, OCPA anticipates use of geothermal energy to help provide clean baseload power. Unfortunately, supply of geothermal, and clean firm resources generally, is very limited in California, and the cost of new-build resources is high. Clean firm energy imported from other balancing areas is complicated by transmission availability and the need to obtain equivalent Maximum Import Capability (“MIC”) through the CAISO in order to utilize the capacity under the resource adequacy program. Despite these challenges to their expanded use, clean firm resources are important contributors to reliability and offer operational attributes that cannot be replicated by current-technology storage or other resource types. To develop these resources cost-effectively and efficiently, California LSEs will need the commitment of regulatory agencies and CAISO to facilitate this resource development by ensuring regulatory procedures and requirements align with market realities and that the physical infrastructure necessary for this development is available and accessible to California LSEs.

l. Out-of-State Wind Planning

The Commission’s Preferred System Plan calls for over 4,600 MW of new out-of-state wind generation (“OOS Wind”) to be developed and operational by 2035. OCPA’s proportional share would be approximately 91 MW, and OCPA’s PCP includes a similar amount at 100 MW. OCPA understands that the transmission projects needed to connect OOS Wind to the CAISO grid require significant lead-times which is why OCPA’s PCP puts the OOS Wind contract starting 2029. This should provide sufficient lead time to ensure the required transmission can be built. OCPA’s PCP contemplates procuring Wyoming wind because transmission for this resource area is already being developed. Indeed, the transmission developer has recently approached the CAISO about joining the CAISO balancing area, which should facilitate use of this resource to serve OCPA load.

m. Offshore Wind Planning

The Commission’s PSP calls for 4,704 MW of new offshore wind generation to be developed and operational by 2035. Since California has little experience with offshore wind development, OCPA conservatively planned procurement of offshore wind to occur later in the planning horizon, with a focus on the Morrow Bay area where the PSP identifies significant potential. As explained above, if the High Electrification expectations develop, OCPA would look to add additional offshore wind in the Humboldt area to add diversity to its portfolio. OCPA is not aware of commercially available offshore wind opportunities in the near term and is basing its planning assumption on the significant potential indicated in the PSP. Offshore wind appears to

be a high potential resource with relatively high-capacity factors and resource adequacy values. At this time, costs of offshore wind development are largely uncertain. As such, cost and development timelines pose the greatest risk to utilization of this resource. OCPA will monitor industry developments that may make procurement of offshore wind commercially feasible.

n. Transmission Planning

In identifying resource locations for all portfolios, OCPA was guided by the following considerations:

- OCPA has a general preference for resources located within its service area and the community it serves, but more generally, within Southern California.
- OCPA prefers projects located in areas that can utilize existing transmission infrastructure with minimal upgrade/modification costs.
- OCPA prefers low-impact renewable energy projects that provide economic benefit to DACs, subject to community interest in siting projects within such locations.

Unlike the IOUs, OCPA is not a transmission and distribution (“T&D”) system operator. OCPA does not enjoy the benefits of a granular knowledge of the SCE T&D system, or the CAISO grid, and OCPA is not in the best position to identify optimal resource locations and does not have the expertise inhouse to determine the best locations for new resources. In practice, OCPA relies on project developers to conduct the research and technical studies necessary for siting potential generation projects. OCPA evaluates projects offered by developers based on a variety of criteria, including transmission availability, nodal prices and potential for congestion, project viability, environmental, workforce, and other factors. As such, OCPA generally utilized the PSP selected candidate resources as a guide for likely resource locations in its PCP. These should be treated as general expectations based on the aforementioned considerations, not definitive selections – actual project locations will be selected during OCPA’s future solicitation processes. OCPA believes that the best way to keep costs down during resource solicitations is to not limit the potential locations of the resources. Competition among the responders to resource solicitations ensures that OCPA can avail itself of the best possible resources, including allowing developers to explore different locations and select what they feel is the best location for their resource taking into account numerous factors, including the costs of any potential transmission upgrades or curtailment issues. Like most LSEs, OCPA doesn’t have the necessary resources to examine all possible resource locations to find optimal one from a transmission perspective, but relies on the developers of projects doing just that.

OCPA will remain flexible to adapt to market conditions as they evolve. If OCPA’s expected resource locations become infeasible due to various constraints, or if the Commission’s modeling efforts happen to indicate that certain resource locations are no longer feasible/desirable, then OCPA would ultimately locate and contract for alternative resources that fall in preferred locations.

Most of the resources in the OCPA PCPs are not expected to require transmission upgrades beyond the standard interconnection process. Those resources in OCPA’s PCP that might require substantial transmission upgrades or new transmission lines are generally planned for much later

in the planning cycle, and OCPA expects that the developers will have determined that the transmission will be available before OCPA enters into agreements with them. These resources in the OCPA PCPs would include the Wyoming Wind and Offshore Wind. It is clear that off-shore and significant new out-of-state wind will require additional transmission infrastructure, and this is a part of any consideration of these resources. In addition, in selecting these future resources for its portfolios OCPA has considered transmission and chosen projects for which any transmission concerns should be minimized or already addressed. For example, OCPA's choice of Wyoming Wind was made because of the existing plans for transmission to bring that energy to California.

IV. Action Plan

a. Proposed Procurement Activities and Potential Barriers

OCPA's procurement process for implementing its PCP over the coming years (i.e., by 2035) will include the following key activities:

- Identification of planned resources by type, desired online date, and capacity.
- Planning for procurement activities in consideration of OCPA's risk management policy; resource acquisition lead times including, where applicable, development timelines; staff capacity; and financial considerations.
- Design and administration of resource solicitations. For new resources, these typically take the form of periodic request for offers processes, while for existing resources, procurement activity is more frequent and routinized.
- Careful negotiation of contract terms to ensure positive outcomes for OCPA customers with appropriate risk mitigation.
- Ongoing contract management, including where applicable, careful monitoring of development milestones.
- Ongoing contract management, including where applicable, careful monitoring of generator performance after a resource has achieved commercial operation date ("COD").
- Conduct and participate in joint CCA solicitation processes in order to expand procurement opportunities available to OCPA.

i. Resources to meet D.19-11-016 procurement requirements

OCPA does not have an obligation under D.19-11-016 due to the timing of its origination and commencement of service.

ii. Resources to meet D.21-06-035 procurement requirements, including:

a. 1,000 MW of firm zero-emitting resource requirements

- b. 1,000 MW of long-duration storage resource requirements
- c. 2,500 MW of zero-emissions generation, generation paired with storage, or demand response resource requirements

OCPA does not have an obligation under D.21-06-035 due to the timing of its origination and commencement of service.

iii. Offshore wind

As previously described, OCPA is planning to procure energy from the Morrow Bay offshore wind resource area and potentially from the Humboldt offshore wind resource area if these resource areas become developed with the requisite transmission infrastructure. OCPA is following the development of these resources, but as the leases for the offshore locations have not been issued, these resources remain somewhat speculative. OCPA will continue to monitor the development of these resources and expects to participate in solicitation processes as opportunities become available. OCPA's utilization of offshore wind is not planned to occur until the latter part of this IRP planning horizon. Should unforeseen barriers arise, there will be sufficient lead time for OCPA to adjust its portfolios and contract with other appropriate resources.

iv. Out-of-state wind

OCPA will evaluate offers for out-of-state wind as they are made through OCPA's regular solicitation processes. As explained above, OCPA has included Wyoming wind resources in its PCP due to the state of development of these resources and the accompanying transmission. OCPA does not expect any barriers to the procurement of these resources, but should any arise there remains sufficient time for OCPA to adjust its portfolio.

v. Other renewable energy not described above

OCPA is actively procuring all forms of RPS qualifying renewable energy to meet the very high renewable portfolio content dictated by OCPA's product offerings. In its short operational history, OCPA has administered several renewable energy competitive solicitations and plans to continue actively engaging the market for additional renewable energy supply. Over the next few years, OCPA anticipates conducting multiple renewable energy solicitations each year for both short term and long term renewable energy supply.

vi. Other energy storage not described above

OCPA expects to add storage to its supply portfolio as part of hybrid configurations with solar generation projects as well as standalone storage that can provide resource adequacy capacity. Most solar project offers OCPA receives include an element of storage, and OCPA expects that most, if not all, of its long-term power purchase agreements with solar resources will include

battery storage. OCPA will also consider standalone battery storage to meet resource adequacy obligations. OCPA expects that battery storage costs will decline in the long term as the industry achieves greater scale. However, near-term storage prices have been increasing, and supply is constrained due to high demand, supply chain disruptions, and significant increases in the cost of key components such as lithium. These factors may force OCPA to defer certain storage commitments until supply conditions stabilize and begin to improve. OCPA is open to other storage technologies beyond batteries, but to date has not seen any commercially attractive offers.

vii. Other demand response not described above

OCPA does not yet have plans to implement demand response programs beyond those available to OCPA customer through SCE and SDG&E.

viii. Other energy efficiency not described above

OCPA does not yet have plans to implement energy efficiency programs beyond those available to OCPA customer through SCE and SDG&E.

ix. Other distributed generation not described above

OCPA does not yet have plans to implement distributed generation programs beyond those available to OCPA customer through SCE and SDG&E.

x. Transportation electrification, including any investments above and beyond what is included in Integrated Energy Policy Report (IEPR)

OCPA does not have any transportation electrification investment plans at this time.

xi. Building electrification, including any investments above and beyond what is included in Integrated Energy Policy Report (IEPR)

OCPA does not have any building electrification investment plans at this time.

xii. Other

OCPA continuously explores new methods of lowering electricity demand and increasing clean energy supply.

b. Disadvantaged Communities

OCPA intends to provide and manage its energy portfolio and products in a manner that promotes public health, clean energy procurement, as well as tenets of social, economic and environmental justice in areas impacted by energy production, including Disadvantaged Communities (DACs). OCPA offers several service options that benefit the DACs and low-income communities it serves. In the near term, OCPA is planning to launch clean energy and energy storage RFOs in the Fall of 2022 to seek RPS-eligible and storage resources. OCPA is also planning to launch another RFO for California's Disadvantaged Communities and Community Solar Green Tariff Program (DAC-GT & CSGT). These programs aim to promote the installation of renewable generation among residential customers in disadvantaged communities.

OCPA has also focused on programs that would assist low income and disadvantaged communities. OCPA plans to initiate an outreach program to encourage income eligible customers who are not currently enrolled in utility discount programs to sign up. These programs plan to include California Alternate Rates for Energy (CARE) that reduces energy bills for eligible customers by about 30% and Family Electric Rate Assistance (FERA) which provides an approximate 18% bill discount. OCPA procurement efforts have emphasized local projects that will bring local jobs and economic benefits to the community.

c. Commission Direction of Actions

OCPA encourages the Commission to adopt durable rules and processes to bring greater stability to the regulatory framework within which OCPA and other suppliers must plan and operate. Frequent rule changes disrupt OCPA's ability to execute long-term planning activities and adopted planning elements while minimizing customer costs. Such regulatory changes can also result in disproportionately high costs and administrative burdens, which would prompt related customer rate increases – certain regulatory changes may necessitate duplicative procurement efforts and/or stranded investments that are expected to impact a larger portion of OCPA's portfolio.

For example, the Commission is currently considering a programmatic approach to the IRP, a Slice-of-Day Resource Adequacy Program, and recently implemented the Central Procurement Entity structure. Each of these changes on their own represent significant regulatory uncertainty, which leads to market uncertainty. These changes together represent a complex, wholesale change to the regulatory landscape, which LSEs cannot reasonably account for in planning. The Commission should be cognizant that the scope of these reforms and how they may have broad, and somewhat unpredictable, impacts to the market. These market changes will likely alter planned procurement over the long term and may reduce the accuracy of LSE's IRP plans.

V. Lessons Learned

OCPA offers that as a new market participant busy with startup activities and initial procurement to support the rapid acquisition of customers, there is very little in this IRP that can be considered definitive. OCPA has done its best to accurately reflect its expectations in the plan, but much will change as OCPA expands its procurement activities.

OCPA observed that it takes considerable time to complete necessary templates and address all of the requirements articulated by the Commission, and recommends that an assessment be conducted by the Commission to determine if any non-critical elements can be eliminated from future processes.

Draft

Glossary of Terms

Alternative Portfolio: LSEs are permitted to submit “Alternative Portfolios” developed from scenarios using different assumptions from those used in the Preferred System Plan with updates. Any deviations from the “Conforming Portfolio” must be explained and justified.

Approve (Plan): the CPUC’s obligation to approve an LSE’s integrated resource plan derives from Public Utilities Code Section 454.52(b)(2) and the procurement planning process described in Public Utilities Code Section 454.5, in addition to the CPUC obligation to ensure safe and reliable service at just and reasonable rates under Public Utilities Code Section 451.

Balancing Authority Area (CAISO): the collection of generation, transmission, and loads within the metered boundaries of the Balancing Authority. The Balancing Authority maintains load-resource balance within this area.

Baseline resources: Those resources assumed to be fixed as a capacity expansion model input, as opposed to Candidate resources, which are selected by the model and are incremental to the Baseline. Baseline resources are existing (already online) or owned or contracted to come online within the planning horizon. Existing resources with announced retirements are excluded from the Baseline for the applicable years. Being “contracted” refers to a resource holding signed contract/s with an LSE/s for much of its energy and capacity, as applicable, for a significant portion of its useful life. The contracts refer to those approved by the CPUC and/or the LSE’s governing board, as applicable. These criteria indicate the resource is relatively certain to come online. Baseline resources that are not online at the time of modeling may have a failure rate applied to their nameplate capacity to allow for the risk of them failing to come online.

Candidate resource: those resources, such as renewables, energy storage, natural gas generation, and demand response, available for selection in IRP capacity expansion modeling, incremental to the Baseline resources.

Capacity Expansion Model: a capacity expansion model is a computer model that simulates generation and transmission investment to meet forecast electric load over many years, usually with the objective of minimizing the total cost of owning and operating the electrical system. Capacity expansion models can also be configured to only allow solutions that meet specific requirements, such as providing a minimum amount of capacity to ensure the reliability of the system or maintaining greenhouse gas emissions below an established level.

Certify (a Community Choice Aggregator Plan): Public Utilities Code 454.52(b)(3) requires the CPUC to certify the integrated resource plans of CCAs. “Certify” requires a formal act of the Commission to determine that the CCA’s Plan complies with the requirements of the statute and the process established via Public Utilities Code 454.51(a). In addition, the Commission must review the CCA Plans to determine any potential impacts on public utility bundled customers under Public Utilities Code Sections 451 and 454, among others.

Clean System Power (CSP) methodology: the methodology used to estimate GHG and criteria pollutant emissions associated with an LSE’s Portfolio based on how the LSE will expect to rely on system power on an hourly basis.

Community Choice Aggregator: a governmental entity formed by a city or county to procure electricity for its residents, businesses, and municipal facilities.

Conforming Portfolio: the LSE portfolio that conforms to IRP Planning Standards, the 2030 LSE-specific GHG Emissions Benchmark, use of the LSE's assigned load forecast, use of inputs and assumptions matching those used in developing the Reference System Portfolio, as well as other IRP requirements including the filing of a complete Narrative Template, a Resource Data Template and Clean System Power Calculator.

Effective Load Carrying Capacity: a percentage that expresses how well a resource is able to avoid loss-of-load events (considering availability and use limitations). The percentage is relative to a reference resource, for example a resource that is always available with no use limitations. It is calculated via probabilistic reliability modeling, and yields a single percentage value for a given resource or grouping of resources.

Effective Megawatts (MW): perfect capacity equivalent MW, such as the MW calculated by applying an ELCC % multiplier to nameplate MW.

Electric Service Provider: an entity that offers electric service to a retail or end-use customer, but which does not fall within the definition of an electrical corporation under Public Utilities Code Section 218.

Filing Entity: an entity required by statute to file an integrated resource plan with CPUC.

Future: a set of assumptions about future conditions, such as load or gas prices.

GHG Benchmark (or LSE-specific 2030 GHG Benchmark): the mass-based GHG emission planning targets calculated by staff for each LSE based on the methodology established by the California Air Resources Board and required for use in LSE Portfolio development in IRP.

GHG Planning Price: the systemwide marginal GHG abatement cost associated with achieving a specific electric sector 2030 GHG planning target.

Integrated Resources Planning Standards (Planning Standards): the set of CPUC IRP rules, guidelines, formulas and metrics that LSEs must include in their LSE Plans.

Integrated Resource Planning (IRP) process: integrated resource planning process; the repeating cycle through which integrated resource plans are prepared, submitted, and reviewed by the CPUC

Long term: more than 5 years unless otherwise specified.

Load Serving Entity: an electrical corporation, electric service provider, community choice aggregator, or electric cooperative.

Load Serving Entity (LSE) Plan: an LSE's integrated resource plan; the full set of documents and information submitted by an LSE to the CPUC as part of the IRP process.

Load Serving Entity (LSE) Portfolio: a set of supply- and/or demand-side resources with certain attributes that together serve the LSE's assigned load over the IRP planning horizon.

Loss of Load Expectation (LOLE): a metric that quantifies the expected frequency of loss-of-load events per year. Loss-of-load is any instance where available generating capacity is insufficient to serve electric demand. If one or more instances of loss-of-load occurring within the same day regardless of duration are counted as one loss-of-load event, then the LOLE metric can be compared to a reference point such as the industry probabilistic reliability standard of “one expected day in 10 years,” i.e. an LOLE of 0.1.

Maximum Import Capability: a California ISO metric that represents a quantity in MWs of imports determined by the CAISO to be simultaneously deliverable to the aggregate of load in the ISO’s Balancing Authority (BAA) Area and thus eligible for use in the Resource Adequacy process. The California ISO assess a MIC MW value for each intertie into the ISO’s BAA and allocated yearly to the LSEs. A LSE’s RA import showings are limited to its share of the MIC at each intertie.

Net Qualifying Capacity (NQC): Qualifying Capacity reduced, as applicable, based on: (1) testing and verification; (2) application of performance criteria; and (3) deliverability restrictions. The Net Qualifying Capacity determination shall be made by the California ISO pursuant to the provisions of this California ISO Tariff and the applicable Business Practice Manual.

Non-modeled costs: embedded fixed costs in today’s energy system (e.g., existing distribution revenue requirement, existing transmission revenue requirement, and energy efficiency program cost).

Nonstandard LSE Plan: type of integrated resource plan that an LSE may be eligible to file if it serves load outside the CAISO balancing authority area.

Optimization: an exercise undertaken in the CPUC’s Integrated Resource Planning (IRP) process using a capacity expansion model to identify a least-cost portfolio of electricity resources for meeting specific policy constraints, such as GHG reduction or RPS targets, while maintaining reliability given a set of assumptions about the future. Optimization in IRP considers resources assumed to be online over the planning horizon (baseline resources), some of which the model may choose not to retain, and additional resources (candidate resources) that the model is able to select to meet future grid needs.

Planned resource: any resource included in an LSE portfolio, whether already online or not, that is yet to be procured. Relating this to capacity expansion modeling terms, planned resources can be baseline resources (needing contract renewal, or currently owned/contracted by another LSE), candidate resources, or possibly resources that were not considered by the modeling, e.g., due to the passage of time between the modeling taking place and LSEs developing their plans. Planned resources can be specific (e.g., with a CAISO ID) or generic, with only the type, size and some geographic information identified.

Qualifying capacity: the maximum amount of Resource Adequacy Benefits a generating facility could provide before an assessment of its net qualifying capacity.

Preferred Conforming Portfolio: the conforming portfolio preferred by an LSE as the most suitable to its own needs; submitted to CPUC for review as one element of the LSE’s overall IRP plan.

Preferred System Plan: the Commission's integrated resource plan composed of both the aggregation of LSE portfolios (i.e., Preferred System Portfolio) and the set of actions necessary to implement that portfolio (i.e., Preferred System Action Plan).

Preferred System Portfolio: the combined portfolios of individual LSEs within the CAISO, aggregated, reviewed and possibly modified by Commission staff as a proposal to the Commission, and adopted by the Commission as most responsive to statutory requirements per Pub. Util. Code 454.51; part of the Preferred System Plan.

Short term: 1 to 3 years (unless otherwise specified).

Staff: CPUC Energy Division staff (unless otherwise specified).

Standard LSE Plan: type of integrated resource plan that an LSE is required to file if it serves load within the CAISO balancing authority area (unless the LSE demonstrates exemption from the IRP process).

Transmission Planning Process (TPP): annual process conducted by the California Independent System Operator (CAISO) to identify potential transmission system limitations and areas that need reinforcements over a 10-year horizon.

ORANGE COUNTY POWER AUTHORITY
Staff Report – Item 10.3

To: Orange County Power Authority Board of Directors

From: Brian Probolsky, Chief Executive Officer
Tiffany Law, Chief Financial Officer

Subject: Reaffirm OCPA Rate Design and Continue to Maintain Rate Parity with SCE for OCPA Basic Choice Customers

Date: October 25, 2022

RECOMMENDED ACTION

1. Reaffirm OCPA rate design adopted January 11, 2022, such that OCPA’s Basic Choice rates are set at parity to Southern California Edison (“SCE”) rates, Smart Choice rates are set at 1.0 cent per kWh greater than Basic Choice rates, and 100% Renewable Choice rates are set at 1.5 cents per kWh greater than Basic Choice rates.
2. Approve rate parity changes set forth in Attachments A and B, effective October 1, 2022.

BACKGROUND

The Orange County Power Authority (“OCPA”) began serving its first phase of customers in April 2022. Customers receive electric service under a wide variety of rate schedules, which generally vary based on broad customer end use classifications (e.g., residential, commercial, industrial, agricultural, etc.) and other service characteristics. A rate schedule or “tariff” specifies customer eligibility, describes service terms and conditions, and defines how customers will be charged for electricity consumption and the applicable rates. Each rate schedule includes one or more types of charges, which may include fixed monthly charges, charges based on the total kilowatt-hour (“kWh”) consumed in a billing period or time-of-use period, or charges based on the highest potential demand the customer could register regardless of actual consumption during a billing period. The rate structures applicable to SCE customers range in complexity, with generally simpler structures applicable to residential and other small commercial customers and more complex structures applicable to large commercial and industrial customers.

Customers are classified based on end-use and other service characteristics to represent groups of customers with relatively similar cost-of-service profiles. SCE has established 5 customer classes that include: residential (D), commercial and industrial (GS), agricultural and pumping (PA), street lighting and traffic control (LS and TC) end uses.

Typical end uses within the customer classes are described below:

Rate Group	Example End Use
D	General residential uses
GS	Commercial establishments, industrial factories, electric vehicle fleets, religious facilities
PA	Agricultural and water or sewage pumping
LS	Street lighting
TC	Traffic signals

Each rate class has a number of rate schedules that provide options to customers and services for various requirements. In total, there are approximately 190 rate schedules under which customers within the OCPA area currently take service.

OCPA customers are charged OCPA's rates for generation service and SCE's rates for delivery services. To provide customers with cost parity in their monthly electric bills relative to SCE service, OCPA rates are lower than the generation rates charged by SCE to offset the inclusion of certain surcharges or "exit fees" (Cost Responsibility Surcharges) that SCE applies to OCPA customer bills. These surcharges include the Power Charge Indifference Adjustment ("PCIA"), which is intended to allow SCE to recover certain above market costs of pre-existing generation commitments made on behalf of the customers, and the Franchise Fee Surcharge, which is intended to make SCE whole for reduced franchise fees that occur when it no longer charges customers for generation services. These surcharges are applied by SCE to monthly customer electricity usage of OCPA customers and charged on per kWh basis. The surcharges are included in the monthly electric bill for each customer along with other SCE charges related to electric delivery services, as well as OCPA generation charges.

RATE DESIGN ANALYSIS AND DISCUSSION

On January 11, 2022, the Board adopted an initial rate design setting Basic Choice rates at parity to SCE, net of surcharges and the PCIA exit fee, so that there is no change in customer's electric bills upon transferring to OCPA Basic Choice service. This rate design approach is typical for newly formed CCA programs and ensures compatibility with SCE's billing process. It facilitates comparability and focuses the comparison on other factors such as local accountability, customer service, and decarbonization of the electric power supply. For customers electing the Smart Choice product, an additional charge of 1.0 cent per kWh will apply relative to Basic Choice rates. For customers electing the 100% Renewable Choice product, an additional charge of 1.5 cents per kWh will apply relative to the Basic Choice rates.

On June 29, 2022, the Board approved OCPA's projected revenue, based on the adopted rate design, as part of the OCPA FY2022/2023 budget.

While we anticipate that revisions in SCE generation rates will take place on January 1, 2023, SCE adjusted its rates effective October 1, 2022 to account for its updated and approved allocation factors. SCE's generation revenue requirement was not changed in this process and the intent was for rates to recover the same amount of revenue over a 12-month period. The updated allocation factors adjusted how SCE recovers its generation costs from rate classes, time-of-use periods, and seasons. As a result of these changes, SCE's non-lighting rate classes will have rate changes in a range of +/- 6 percent. Consistent with the Board approved rate design, staff adjusted OCPA rates effective October 1, 2022 to maintain parity between Basic Choice and SCE. Therefore, staff is seeking ratifications of its October 1, 2022 adjustment of OCPA Basic Choice rates to maintain cost parity for OCPA customers and authorization to adjust OCPA rates, using the same rate design method, to ensure ongoing rates parity to SCE for OCPA Basic Choice rates.

FISCAL IMPACT

The rate design would yield projected surplus of \$4.7million for FY2022/23 (net of Rate Stabilization Reserve).

ATTACHMENT

Attachment A: OCPA Commercial Rates Effective October 1, 2022

Attachment B: OCPA Residential Rates Effective October 1, 2022

COMMERCIAL CUSTOMERS

OCPA Rate Schedule	Period	Basic Choice	Smart Choice	100% Renewable Choice	Time Period Definitions
TOU-GS-1-D Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.10228	\$ 0.11228	\$ 0.11728	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.09139	\$ 0.10139	\$ 0.10639	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	\$ 0.05646	\$ 0.06646	\$ 0.07146	9pm - 4pm, every day
	WINTER MID-PEAK	\$ 0.09572	\$ 0.10572	\$ 0.11072	4pm - 9pm, every day
	WINTER OFF-PEAK	\$ 0.06464	\$ 0.07464	\$ 0.07964	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	\$ 0.04585	\$ 0.05585	\$ 0.06085	8am - 4pm, every day
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 2-50kv (\$/kWh)	\$ (0.00045)	\$ (0.00045)	\$ (0.00045)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 51-219kv (\$/kWh)	\$ (0.00088)	\$ (0.00088)	\$ (0.00088)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kv (\$/kWh)	\$ (0.00091)	\$ (0.00091)	\$ (0.00091)	All electric usage
DEMAND CHARGE (\$/KW)					
	SUMMER ON-PEAK	\$ 15.82	\$ 15.82	\$ 15.82	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK	\$ 4.85	\$ 4.85	\$ 4.85	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER ON-PEAK AND WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 2-50kv (\$/kw)	\$ (0.20)	\$ (0.20)	\$ (0.20)	4pm - 9pm, Monday - Friday
	SUMMER ON-PEAK AND WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 51-219kv (\$/kw)	\$ (0.47)	\$ (0.47)	\$ (0.47)	4pm - 9pm, Monday - Friday
	SUMMER ON-PEAK AND WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 220kv (\$/kw)	\$ (0.47)	\$ (0.47)	\$ (0.47)	4pm - 9pm, Monday - Friday
TOU-GS-1-E Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.40872	\$ 0.41872	\$ 0.42372	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.10150	\$ 0.11150	\$ 0.11650	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	\$ 0.06971	\$ 0.07971	\$ 0.08471	9pm - 4pm, every day
	WINTER MID-PEAK	\$ 0.15919	\$ 0.16919	\$ 0.17419	4pm - 9pm, every day
	WINTER OFF-PEAK	\$ 0.08400	\$ 0.09400	\$ 0.09900	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	\$ 0.03936	\$ 0.04936	\$ 0.05436	8am - 4pm, every day
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 2-50kv (\$/kWh)	\$ (0.00126)	\$ (0.00126)	\$ (0.00126)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 51-219kv (\$/kWh)	\$ (0.00275)	\$ (0.00275)	\$ (0.00275)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kv (\$/kWh)	\$ (0.00278)	\$ (0.00278)	\$ (0.00278)	All electric usage
TOU-GS-1-ES Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.42729	\$ 0.43729	\$ 0.44229	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.10644	\$ 0.11644	\$ 0.12144	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	\$ 0.07324	\$ 0.08324	\$ 0.08824	9pm - 4pm, every day
	WINTER MID-PEAK	\$ 0.15259	\$ 0.16259	\$ 0.16759	4pm - 9pm, every day
	WINTER OFF-PEAK	\$ 0.08034	\$ 0.09034	\$ 0.09534	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	\$ 0.03743	\$ 0.04743	\$ 0.05243	8am - 4pm, every day
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 2-50kv (\$/kWh)	\$ (0.00126)	\$ (0.00126)	\$ (0.00126)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 51-219kv (\$/kWh)	\$ (0.00275)	\$ (0.00275)	\$ (0.00275)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kv (\$/kWh)	\$ (0.00278)	\$ (0.00278)	\$ (0.00278)	All electric usage
TOU-GS-1-A Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.14026	\$ 0.15026	\$ 0.15526	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.13054	\$ 0.14054	\$ 0.14554	8am - 12pm & 6pm - 11pm, Monday - Friday
	SUMMER OFF-PEAK	\$ 0.12524	\$ 0.13524	\$ 0.14024	All other hours
	WINTER MID-PEAK	\$ 0.08974	\$ 0.09974	\$ 0.10474	8am - 9pm, Monday - Friday
	WINTER OFF-PEAK	\$ 0.07976	\$ 0.08976	\$ 0.09476	All other hours
TOU-GS-1-B Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.07195	\$ 0.08195	\$ 0.08695	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.06665	\$ 0.07665	\$ 0.08165	8am - 12pm & 6pm - 11pm, Monday - Friday
	SUMMER OFF-PEAK	\$ 0.06376	\$ 0.07376	\$ 0.07876	All other hours
	WINTER MID-PEAK	\$ 0.08974	\$ 0.09974	\$ 0.10474	8am - 9pm, Monday - Friday
	WINTER OFF-PEAK	\$ 0.07976	\$ 0.08976	\$ 0.09476	All other hours
DEMAND CHARGE (\$/KW)					
	SUMMER ON-PEAK	\$ 11.61	\$ 11.61	\$ 11.61	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	\$ 3.77	\$ 3.77	\$ 3.77	8am - 12pm & 6pm - 11pm, Monday - Friday

COMMERCIAL CUSTOMERS

OCPA Rate Schedule	Period	Basic Choice	Smart Choice	100% Renewable Choice	Time Period Definitions
TOU-GS-2-D					
Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.09767	\$ 0.10767	\$ 0.11267	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.08816	\$ 0.09816	\$ 0.10316	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	\$ 0.05293	\$ 0.06293	\$ 0.06793	9pm - 4pm, every day
	WINTER MID-PEAK	\$ 0.06264	\$ 0.07264	\$ 0.07764	4pm - 9pm, every day
	WINTER OFF-PEAK	\$ 0.06308	\$ 0.07308	\$ 0.07808	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	\$ 0.02830	\$ 0.03830	\$ 0.04330	8am - 4pm, every day
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 2-50kv (\$/kWh)	\$ (0.00090)	\$ (0.00090)	\$ (0.00090)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 51-219kv (\$/kWh)	\$ (0.00195)	\$ (0.00195)	\$ (0.00195)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kv (\$/kWh)	\$ (0.00197)	\$ (0.00197)	\$ (0.00197)	All electric usage
DEMAND CHARGE (\$/KW)					
	SUMMER ON-PEAK	\$ 20.01	\$ 20.01	\$ 20.01	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK	\$ 5.25	\$ 5.25	\$ 5.25	4pm - 9pm, every day
	SUMMER ON-PEAK VOLTAGE DISCOUNT - DEMAND 2-50kv (\$/kw)	\$ (0.46)	\$ (0.46)	\$ (0.46)	4pm - 9pm, Monday - Friday
	SUMMER ON-PEAK VOLTAGE DISCOUNT - DEMAND 51-219kv (\$/kw)	\$ (1.05)	\$ (1.05)	\$ (1.05)	4pm - 9pm, Monday - Friday
	SUMMER ON-PEAK VOLTAGE DISCOUNT - DEMAND 220kv (\$/kw)	\$ (1.06)	\$ (1.06)	\$ (1.06)	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 2-50kv (\$/kw)	\$ (0.12)	\$ (0.12)	\$ (0.12)	4pm - 9pm, every day
	WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 51-219kv (\$/kw)	\$ (0.28)	\$ (0.28)	\$ (0.28)	4pm - 9pm, every day
	WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 220kv (\$/kw)	\$ (0.28)	\$ (0.28)	\$ (0.28)	4pm - 9pm, every day
TOU-GS-2-E					
Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.35171	\$ 0.36171	\$ 0.36671	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.08816	\$ 0.09816	\$ 0.10316	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	\$ 0.05293	\$ 0.06293	\$ 0.06793	9pm - 4pm, every day
	WINTER MID-PEAK	\$ 0.10286	\$ 0.11286	\$ 0.11786	4pm - 9pm, every day
	WINTER OFF-PEAK	\$ 0.06308	\$ 0.07308	\$ 0.07808	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	\$ 0.02830	\$ 0.03830	\$ 0.04330	8am - 4pm, every day
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 2-50kv (\$/kWh)	\$ (0.00134)	\$ (0.00134)	\$ (0.00134)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 51-219kv (\$/kWh)	\$ (0.00295)	\$ (0.00295)	\$ (0.00295)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kv (\$/kWh)	\$ (0.00298)	\$ (0.00298)	\$ (0.00298)	All electric usage
DEMAND CHARGE (\$/KW)					
	SUMMER ON-PEAK	\$ 5.65	\$ 5.65	\$ 5.65	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK	\$ 2.18	\$ 2.18	\$ 2.18	4pm - 9pm, every day
	SUMMER ON-PEAK VOLTAGE DISCOUNT - DEMAND 2-50kv (\$/kw)	\$ (0.19)	\$ (0.19)	\$ (0.19)	4pm - 9pm, Monday - Friday
	SUMMER ON-PEAK VOLTAGE DISCOUNT - DEMAND 51-219kv (\$/kw)	\$ (0.44)	\$ (0.44)	\$ (0.44)	4pm - 9pm, Monday - Friday
	SUMMER ON-PEAK VOLTAGE DISCOUNT - DEMAND 220kv (\$/kw)	\$ (0.44)	\$ (0.44)	\$ (0.44)	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 2-50kv (\$/kw)	\$ (0.05)	\$ (0.05)	\$ (0.05)	4pm - 9pm, every day
	WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 51-219kv (\$/kw)	\$ (0.12)	\$ (0.12)	\$ (0.12)	4pm - 9pm, every day
	WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 220kv (\$/kw)	\$ (0.12)	\$ (0.12)	\$ (0.12)	4pm - 9pm, every day

COMMERCIAL CUSTOMERS

OCPA Rate Schedule	Period	Basic Choice	Smart Choice	100% Renewable Choice	Time Period Definitions
TOU-GS-2-B Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.06789	\$ 0.07789	\$ 0.08289	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.06285	\$ 0.07285	\$ 0.07785	8am - 12pm & 6pm - 11pm, Monday - Friday
	SUMMER OFF-PEAK	\$ 0.06008	\$ 0.07008	\$ 0.07508	All other hours
	WINTER MID-PEAK	\$ 0.08465	\$ 0.09465	\$ 0.09965	8am - 9pm, Monday - Friday
	WINTER OFF-PEAK	\$ 0.04588	\$ 0.05588	\$ 0.06088	All other hours
DEMAND CHARGE (\$/KW)	SUMMER ON-PEAK	\$ 13.88	\$ 13.88	\$ 13.88	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	\$ 4.67	\$ 4.67	\$ 4.67	8am - 12pm & 6pm - 11pm, Monday - Friday
TOU-GS-2-R Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.25114	\$ 0.26114	\$ 0.26614	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.11402	\$ 0.12402	\$ 0.12902	8am - 12pm & 6pm - 11pm, Monday - Friday
	SUMMER OFF-PEAK	\$ 0.06008	\$ 0.07008	\$ 0.07508	All other hours
	WINTER MID-PEAK	\$ 0.08465	\$ 0.09465	\$ 0.09965	8am - 9pm, Monday - Friday
	WINTER OFF-PEAK	\$ 0.04588	\$ 0.05588	\$ 0.06088	All other hours
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 2-50kV (\$/kWh)	\$ (0.00227)	\$ (0.00227)	\$ (0.00227)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 51-219kV (\$/kWh)	\$ (0.00509)	\$ (0.00509)	\$ (0.00509)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kV (\$/kWh)	\$ (0.00514)	\$ (0.00514)	\$ (0.00514)	All electric usage
TOU-GS-3-D Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.09062	\$ 0.10062	\$ 0.10562	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.08179	\$ 0.09179	\$ 0.09679	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	\$ 0.05211	\$ 0.06211	\$ 0.06711	9pm - 4pm, every day
	WINTER MID-PEAK	\$ 0.06161	\$ 0.07161	\$ 0.07661	4pm - 9pm, every day
	WINTER OFF-PEAK	\$ 0.06205	\$ 0.07205	\$ 0.07705	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	\$ 0.02803	\$ 0.03803	\$ 0.04303	8am - 4pm, every day
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 2-50kV (\$/kWh)	\$ (0.00090)	\$ (0.00090)	\$ (0.00090)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 51-219kV (\$/kWh)	\$ (0.00196)	\$ (0.00196)	\$ (0.00196)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kV (\$/kWh)	\$ (0.00198)	\$ (0.00198)	\$ (0.00198)	All electric usage
DEMAND CHARGE (\$/KW)	SUMMER ON-PEAK	\$ 17.22	\$ 17.22	\$ 17.22	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK	\$ 6.23	\$ 6.23	\$ 6.23	4pm - 9pm, every day
	SUMMER ON-PEAK VOLTAGE DISCOUNT - DEMAND 2-50kV (\$/kW)	\$ (0.40)	\$ (0.40)	\$ (0.40)	4pm - 9pm, Monday - Friday
	SUMMER ON-PEAK VOLTAGE DISCOUNT - DEMAND 51-219kV (\$/kW)	\$ (0.92)	\$ (0.92)	\$ (0.92)	4pm - 9pm, Monday - Friday
	SUMMER ON-PEAK VOLTAGE DISCOUNT - DEMAND 220kV (\$/kW)	\$ (0.93)	\$ (0.93)	\$ (0.93)	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 2-50kV (\$/kW)	\$ (0.15)	\$ (0.15)	\$ (0.15)	4pm - 9pm, every day
	WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 51-219kV (\$/kW)	\$ (0.34)	\$ (0.34)	\$ (0.34)	4pm - 9pm, every day
	WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 220kV (\$/kW)	\$ (0.34)	\$ (0.34)	\$ (0.34)	4pm - 9pm, every day

COMMERCIAL CUSTOMERS

OCPA Rate Schedule	Period	Basic Choice	Smart Choice	100% Renewable Choice	Time Period Definitions
TOU-GS-3-E Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.28622	\$ 0.29622	\$ 0.30122	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.08179	\$ 0.09179	\$ 0.09679	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	\$ 0.05211	\$ 0.06211	\$ 0.06711	9pm - 4pm, every day
	WINTER MID-PEAK	\$ 0.10497	\$ 0.11497	\$ 0.11997	4pm - 9pm, every day
	WINTER OFF-PEAK	\$ 0.06205	\$ 0.07205	\$ 0.07705	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	\$ 0.02803	\$ 0.03803	\$ 0.04303	8am - 4pm, every day
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 2-50kV (\$/kWh)	\$ (0.00163)	\$ (0.00163)	\$ (0.00163)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 51-219kV (\$/kWh)	\$ (0.00367)	\$ (0.00367)	\$ (0.00367)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kV (\$/kWh)	\$ (0.00370)	\$ (0.00370)	\$ (0.00370)	All electric usage
DEMAND CHARGE (\$/KW)	SUMMER ON-PEAK	\$ 4.85	\$ 4.85	\$ 4.85	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK	\$ 2.59	\$ 2.59	\$ 2.59	4pm - 9pm, every day
	SUMMER ON-PEAK VOLTAGE DISCOUNT - DEMAND 2-50kV (\$/kW)	\$ (0.17)	\$ (0.17)	\$ (0.17)	4pm - 9pm, Monday - Friday
	SUMMER ON-PEAK VOLTAGE DISCOUNT - DEMAND 51-219kV (\$/kW)	\$ (0.39)	\$ (0.39)	\$ (0.39)	4pm - 9pm, Monday - Friday
	SUMMER ON-PEAK VOLTAGE DISCOUNT - DEMAND 220kV (\$/kW)	\$ (0.39)	\$ (0.39)	\$ (0.39)	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 2-50kV (\$/kW)	\$ (0.06)	\$ (0.06)	\$ (0.06)	4pm - 9pm, every day
	WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 51-219kV (\$/kW)	\$ (0.14)	\$ (0.14)	\$ (0.14)	4pm - 9pm, every day
	WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 220kV (\$/kW)	\$ (0.14)	\$ (0.14)	\$ (0.14)	4pm - 9pm, every day
TOU-GS-3-B Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.06496	\$ 0.07496	\$ 0.07996	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.06002	\$ 0.07002	\$ 0.07502	8am - 12pm & 6pm - 11pm, Monday - Friday
	SUMMER OFF-PEAK	\$ 0.05750	\$ 0.06750	\$ 0.07250	All other hours
	WINTER MID-PEAK	\$ 0.08506	\$ 0.09506	\$ 0.10006	8am - 9pm, Monday - Friday
	WINTER OFF-PEAK	\$ 0.04553	\$ 0.05553	\$ 0.06053	All other hours
DEMAND CHARGE (\$/KW)	SUMMER ON-PEAK	\$ 11.54	\$ 11.54	\$ 11.54	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	\$ 3.85	\$ 3.85	\$ 3.85	8am - 12pm & 6pm - 11pm, Monday - Friday
TOU-GS-3-R Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.20701	\$ 0.21701	\$ 0.22201	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.09719	\$ 0.10719	\$ 0.11219	8am - 12pm & 6pm - 11pm, Monday - Friday
	SUMMER OFF-PEAK	\$ 0.05750	\$ 0.06750	\$ 0.07250	All other hours
	WINTER MID-PEAK	\$ 0.08506	\$ 0.09506	\$ 0.10006	8am - 9pm, Monday - Friday
	WINTER OFF-PEAK	\$ 0.04553	\$ 0.05553	\$ 0.06053	All other hours
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 2-50kV (\$/kWh)	\$ (0.00192)	\$ (0.00192)	\$ (0.00192)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 51-219kV (\$/kWh)	\$ (0.00433)	\$ (0.00433)	\$ (0.00433)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kV (\$/kWh)	\$ (0.00437)	\$ (0.00437)	\$ (0.00437)	All electric usage
TOU-8-SEC-D Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.08828	\$ 0.09828	\$ 0.10328	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.07959	\$ 0.08959	\$ 0.09459	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	\$ 0.05066	\$ 0.06066	\$ 0.06566	9pm - 4pm, every day
	WINTER MID-PEAK	\$ 0.06002	\$ 0.07002	\$ 0.07502	4pm - 9pm, every day
	WINTER OFF-PEAK	\$ 0.06046	\$ 0.07046	\$ 0.07546	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	\$ 0.02689	\$ 0.03689	\$ 0.04189	8am - 4pm, every day
DEMAND CHARGE (\$/KW)	SUMMER ON-PEAK	\$ 17.85	\$ 17.85	\$ 17.85	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK	\$ 5.47	\$ 5.47	\$ 5.47	4pm - 9pm, every day

COMMERCIAL CUSTOMERS

OCPA Rate Schedule	Period	Basic Choice	Smart Choice	100% Renewable Choice	Time Period Definitions
TOU-8-PRI-D Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.08462	\$ 0.09462	\$ 0.09962	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.07646	\$ 0.08646	\$ 0.09146	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	\$ 0.04846	\$ 0.05846	\$ 0.06346	9pm - 4pm, every day
	WINTER MID-PEAK	\$ 0.05764	\$ 0.06764	\$ 0.07264	4pm - 9pm, every day
	WINTER OFF-PEAK	\$ 0.05819	\$ 0.06819	\$ 0.07319	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	\$ 0.02580	\$ 0.03580	\$ 0.04080	8am - 4pm, every day
DEMAND CHARGE (\$/KW)	SUMMER ON-PEAK	\$ 17.23	\$ 17.23	\$ 17.23	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK	\$ 6.45	\$ 6.45	\$ 6.45	4pm - 9pm, every day
TOU-8-SUB-D Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.07934	\$ 0.08934	\$ 0.09434	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.07193	\$ 0.08193	\$ 0.08693	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	\$ 0.04528	\$ 0.05528	\$ 0.06028	9pm - 4pm, every day
	WINTER MID-PEAK	\$ 0.05388	\$ 0.06388	\$ 0.06888	4pm - 9pm, every day
	WINTER OFF-PEAK	\$ 0.05464	\$ 0.06464	\$ 0.06964	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	\$ 0.02418	\$ 0.03418	\$ 0.03918	8am - 4pm, every day
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kV (\$/kWh)	\$ (0.00057)	\$ (0.00057)	\$ (0.00057)	All electric usage
DEMAND CHARGE (\$/KW)	SUMMER ON-PEAK	\$ 19.02	\$ 19.02	\$ 19.02	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK	\$ 6.15	\$ 6.15	\$ 6.15	4pm - 9pm, every day
	SUMMER ON-PEAK VOLTAGE DISCOUNT - DEMAND 220kV (\$/kW)	\$ (0.20)	\$ (0.20)	\$ (0.20)	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 220kV (\$/kW)	\$ (0.06)	\$ (0.06)	\$ (0.06)	4pm - 9pm, every day
TOU-8-SEC-E Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.27120	\$ 0.28120	\$ 0.28620	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.07959	\$ 0.08959	\$ 0.09459	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	\$ 0.05066	\$ 0.06066	\$ 0.06566	9pm - 4pm, every day
	WINTER MID-PEAK	\$ 0.09536	\$ 0.10536	\$ 0.11036	4pm - 9pm, every day
	WINTER OFF-PEAK	\$ 0.06046	\$ 0.07046	\$ 0.07546	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	\$ 0.02689	\$ 0.03689	\$ 0.04189	8am - 4pm, every day
DEMAND CHARGE (\$/KW)	SUMMER ON-PEAK	\$ 5.03	\$ 5.03	\$ 5.03	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK	\$ 2.27	\$ 2.27	\$ 2.27	4pm - 9pm, every day
TOU-8-PRI-E Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.25860	\$ 0.26860	\$ 0.27360	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.07646	\$ 0.08646	\$ 0.09146	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	\$ 0.04846	\$ 0.05846	\$ 0.06346	9pm - 4pm, every day
	WINTER MID-PEAK	\$ 0.11359	\$ 0.12359	\$ 0.12859	4pm - 9pm, every day
	WINTER OFF-PEAK	\$ 0.05819	\$ 0.06819	\$ 0.07319	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	\$ 0.02580	\$ 0.03580	\$ 0.04080	8am - 4pm, every day
DEMAND CHARGE (\$/KW)	SUMMER ON-PEAK	\$ 4.23	\$ 4.23	\$ 4.23	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK	\$ 0.73	\$ 0.73	\$ 0.73	4pm - 9pm, every day
TOU-8-SUB-E Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.28590	\$ 0.29590	\$ 0.30090	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.07193	\$ 0.08193	\$ 0.08693	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	\$ 0.04528	\$ 0.05528	\$ 0.06028	9pm - 4pm, every day
	WINTER MID-PEAK	\$ 0.09900	\$ 0.10900	\$ 0.11400	4pm - 9pm, every day
	WINTER OFF-PEAK	\$ 0.05464	\$ 0.06464	\$ 0.06964	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	\$ 0.02418	\$ 0.03418	\$ 0.03918	8am - 4pm, every day
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kV (\$/kWh)	\$ (0.00073)	\$ (0.00073)	\$ (0.00073)	All electric usage
DEMAND CHARGE (\$/KW)	SUMMER ON-PEAK	\$ 1.80	\$ 1.80	\$ 1.80	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK	\$ 0.88	\$ 0.88	\$ 0.88	4pm - 9pm, every day
	SUMMER ON-PEAK VOLTAGE DISCOUNT - DEMAND 220kV (\$/kW)	\$ (0.02)	\$ (0.02)	\$ (0.02)	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 220kV (\$/kW)	\$ (0.01)	\$ (0.01)	\$ (0.01)	4pm - 9pm, every day

COMMERCIAL CUSTOMERS

OCPA Rate Schedule	Period	Basic Choice	Smart Choice	100% Renewable Choice	Time Period Definitions
TOU-8-SEC-B Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.06320	\$ 0.07320	\$ 0.07820	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.05811	\$ 0.06811	\$ 0.07311	8am - 12pm & 6pm - 11pm, Monday - Friday
	SUMMER OFF-PEAK	\$ 0.05586	\$ 0.06586	\$ 0.07086	All other hours
	WINTER MID-PEAK	\$ 0.07940	\$ 0.08940	\$ 0.09440	8am - 9pm, Monday - Friday
	WINTER OFF-PEAK	\$ 0.04507	\$ 0.05507	\$ 0.06007	All other hours
DEMAND CHARGE (\$/KW)	SUMMER ON-PEAK	\$ 12.30	\$ 12.30	\$ 12.30	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	\$ 4.03	\$ 4.03	\$ 4.03	8am - 12pm & 6pm - 11pm, Monday - Friday
TOU-8-PRI-B Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.06076	\$ 0.07076	\$ 0.07576	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.05554	\$ 0.06554	\$ 0.07054	8am - 12pm & 6pm - 11pm, Monday - Friday
	SUMMER OFF-PEAK	\$ 0.05369	\$ 0.06369	\$ 0.06869	All other hours
	WINTER MID-PEAK	\$ 0.08345	\$ 0.09345	\$ 0.09845	8am - 9pm, Monday - Friday
	WINTER OFF-PEAK	\$ 0.04454	\$ 0.05454	\$ 0.05954	All other hours
DEMAND CHARGE (\$/KW)	SUMMER ON-PEAK	\$ 12.13	\$ 12.13	\$ 12.13	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	\$ 3.90	\$ 3.90	\$ 3.90	8am - 12pm & 6pm - 11pm, Monday - Friday
TOU-8-SUB-B Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.05682	\$ 0.06682	\$ 0.07182	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.05174	\$ 0.06174	\$ 0.06674	8am - 12pm & 6pm - 11pm, Monday - Friday
	SUMMER OFF-PEAK	\$ 0.05020	\$ 0.06020	\$ 0.06520	All other hours
	WINTER MID-PEAK	\$ 0.07684	\$ 0.08684	\$ 0.09184	8am - 9pm, Monday - Friday
	WINTER OFF-PEAK	\$ 0.04226	\$ 0.05226	\$ 0.05726	All other hours
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kV (\$/kWh)	\$ (0.00057)	\$ (0.00057)	\$ (0.00057)	All electric usage
DEMAND CHARGE (\$/KW)	SUMMER ON-PEAK	\$ 13.85	\$ 13.85	\$ 13.85	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	\$ 4.49	\$ 4.49	\$ 4.49	8am - 12pm & 6pm - 11pm, Monday - Friday
	SUMMER ON-PEAK AND MID-PEAK VOLTAGE DISCOUNT - DEMAND 220kV (\$/kW)	\$ (0.29)	\$ (0.29)	\$ (0.29)	8am - 11pm, Monday - Friday
TOU-8-SEC-R Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.20437	\$ 0.21437	\$ 0.21937	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.09247	\$ 0.10247	\$ 0.10747	8am - 12pm & 6pm - 11pm, Monday - Friday
	SUMMER OFF-PEAK	\$ 0.05586	\$ 0.06586	\$ 0.07086	All other hours
	WINTER MID-PEAK	\$ 0.07940	\$ 0.08940	\$ 0.09440	8am - 9pm, Monday - Friday
	WINTER OFF-PEAK	\$ 0.04507	\$ 0.05507	\$ 0.06007	All other hours
TOU-8-PRI-R Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.19797	\$ 0.20797	\$ 0.21297	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.08662	\$ 0.09662	\$ 0.10162	8am - 12pm & 6pm - 11pm, Monday - Friday
	SUMMER OFF-PEAK	\$ 0.05369	\$ 0.06369	\$ 0.06869	All other hours
	WINTER MID-PEAK	\$ 0.08345	\$ 0.09345	\$ 0.09845	8am - 9pm, Monday - Friday
	WINTER OFF-PEAK	\$ 0.04454	\$ 0.05454	\$ 0.05954	All other hours
TOU-8-SUB-R Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.19692	\$ 0.20692	\$ 0.21192	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.08253	\$ 0.09253	\$ 0.09753	8am - 12pm & 6pm - 11pm, Monday - Friday
	SUMMER OFF-PEAK	\$ 0.05020	\$ 0.06020	\$ 0.06520	All other hours
	WINTER MID-PEAK	\$ 0.07684	\$ 0.08684	\$ 0.09184	8am - 9pm, Monday - Friday
	WINTER OFF-PEAK	\$ 0.04226	\$ 0.05226	\$ 0.05726	All other hours
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kV (\$/kWh)	\$ (0.00092)	\$ (0.00092)	\$ (0.00092)	All electric usage

COMMERCIAL CUSTOMERS

OCPA Rate Schedule	Period	Basic Choice	Smart Choice	100% Renewable Choice	Time Period Definitions
TOU-8-SEC-RBU					
Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.08828	\$ 0.09828	\$ 0.10328	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.07959	\$ 0.08959	\$ 0.09459	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	\$ 0.05066	\$ 0.06066	\$ 0.06566	9pm - 4pm, every day
	WINTER MID-PEAK	\$ 0.06002	\$ 0.07002	\$ 0.07502	4pm - 9pm, every day
	WINTER OFF-PEAK	\$ 0.06046	\$ 0.07046	\$ 0.07546	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	\$ 0.02689	\$ 0.03689	\$ 0.04189	8am - 4pm, every day
DEMAND CHARGE (\$/KW)	SUMMER ON-PEAK	\$ 17.85	\$ 17.85	\$ 17.85	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK	\$ 5.47	\$ 5.47	\$ 5.47	4pm - 9pm, every day
TOU-8-PRI-RBU					
Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.08462	\$ 0.09462	\$ 0.09962	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.07646	\$ 0.08646	\$ 0.09146	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	\$ 0.04846	\$ 0.05846	\$ 0.06346	9pm - 4pm, every day
	WINTER MID-PEAK	\$ 0.05764	\$ 0.06764	\$ 0.07264	4pm - 9pm, every day
	WINTER OFF-PEAK	\$ 0.05819	\$ 0.06819	\$ 0.07319	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	\$ 0.02580	\$ 0.03580	\$ 0.04080	8am - 4pm, every day
DEMAND CHARGE (\$/KW)	SUMMER ON-PEAK	\$ 17.23	\$ 17.23	\$ 17.23	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK	\$ 6.45	\$ 6.45	\$ 6.45	4pm - 9pm, every day
TOU-8-SUB-RBU					
Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.07934	\$ 0.08934	\$ 0.09434	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.07193	\$ 0.08193	\$ 0.08693	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	\$ 0.04528	\$ 0.05528	\$ 0.06028	9pm - 4pm, every day
	WINTER MID-PEAK	\$ 0.05388	\$ 0.06388	\$ 0.06888	4pm - 9pm, every day
	WINTER OFF-PEAK	\$ 0.05464	\$ 0.06464	\$ 0.06964	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	\$ 0.02418	\$ 0.03418	\$ 0.03918	8am - 4pm, every day
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kV (\$/kWh)	\$ (0.00057)	\$ (0.00057)	\$ (0.00057)	All electric usage
DEMAND CHARGE (\$/KW)	SUMMER ON-PEAK	\$ 19.02	\$ 19.02	\$ 19.02	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK	\$ 6.15	\$ 6.15	\$ 6.15	4pm - 9pm, every day
	SUMMER ON-PEAK AND WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 220kV (\$/kW)	\$ (0.20)	\$ (0.20)	\$ (0.20)	4pm - 9pm, Monday - Friday

BUSINESS ELECTRIC VEHICLE CUSTOMERS

OCPA Rate Schedule	Period	Basic Choice	Smart Choice	100% Renewable Choice	Time Period Definitions
TOU-EV-7 Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.30404	\$ 0.31404	\$ 0.31904	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.10150	\$ 0.11150	\$ 0.11650	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	\$ 0.08161	\$ 0.09161	\$ 0.09661	9pm - 4pm, every day
	WINTER MID-PEAK	\$ 0.15919	\$ 0.16919	\$ 0.17419	4pm - 9pm, every day
	WINTER OFF-PEAK	\$ 0.09778	\$ 0.10778	\$ 0.11278	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	\$ 0.03936	\$ 0.04936	\$ 0.05436	8am - 4pm, every day
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 2-50kV (\$/kWh)	\$ (0.00126)	\$ (0.00126)	\$ (0.00126)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 51-219kV (\$/kWh)	\$ (0.00275)	\$ (0.00275)	\$ (0.00275)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kV (\$/kWh)	\$ (0.00278)	\$ (0.00278)	\$ (0.00278)	All electric usage
TOU-EV-8 Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.33609	\$ 0.34609	\$ 0.35109	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.08816	\$ 0.09816	\$ 0.10316	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	\$ 0.06591	\$ 0.07591	\$ 0.08091	9pm - 4pm, every day
	WINTER MID-PEAK	\$ 0.13144	\$ 0.14144	\$ 0.14644	4pm - 9pm, every day
	WINTER OFF-PEAK	\$ 0.07923	\$ 0.08923	\$ 0.09423	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	\$ 0.02830	\$ 0.03830	\$ 0.04330	8am - 4pm, every day
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 2-50kV (\$/kWh)	\$ (0.00227)	\$ (0.00227)	\$ (0.00227)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 51-219kV (\$/kWh)	\$ (0.00509)	\$ (0.00509)	\$ (0.00509)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kV (\$/kWh)	\$ (0.00514)	\$ (0.00514)	\$ (0.00514)	All electric usage
TOU-EV-9-SEC Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.25474	\$ 0.26474	\$ 0.26974	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.07959	\$ 0.08959	\$ 0.09459	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	\$ 0.05955	\$ 0.06955	\$ 0.07455	9pm - 4pm, every day
	WINTER MID-PEAK	\$ 0.12047	\$ 0.13047	\$ 0.13547	4pm - 9pm, every day
	WINTER OFF-PEAK	\$ 0.06986	\$ 0.07986	\$ 0.08486	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	\$ 0.02689	\$ 0.03689	\$ 0.04189	8am - 4pm, every day
TOU-EV-9-PRI Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.23389	\$ 0.24389	\$ 0.24889	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.07646	\$ 0.08646	\$ 0.09146	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	\$ 0.05618	\$ 0.06618	\$ 0.07118	9pm - 4pm, every day
	WINTER MID-PEAK	\$ 0.12076	\$ 0.13076	\$ 0.13576	4pm - 9pm, every day
	WINTER OFF-PEAK	\$ 0.06574	\$ 0.07574	\$ 0.08074	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	\$ 0.02580	\$ 0.03580	\$ 0.04080	8am - 4pm, every day
TOU-EV-9-SUB Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.22830	\$ 0.23830	\$ 0.24330	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.07193	\$ 0.08193	\$ 0.08693	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	\$ 0.05226	\$ 0.06226	\$ 0.06726	9pm - 4pm, every day
	WINTER MID-PEAK	\$ 0.10649	\$ 0.11649	\$ 0.12149	4pm - 9pm, every day
	WINTER OFF-PEAK	\$ 0.06079	\$ 0.07079	\$ 0.07579	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	\$ 0.02418	\$ 0.03418	\$ 0.03918	8am - 4pm, every day
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kV (\$/kWh)	\$ (0.00092)	\$ (0.00092)	\$ (0.00092)	All electric usage

AGRICULTURE CUSTOMERS					
OCPA Rate Schedule	Period	Basic Choice	Smart Choice	100% Renewable Choice	Time Period Definitions
TOU-PA-2-D Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.09942	\$ 0.10942	\$ 0.11442	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.08982	\$ 0.09982	\$ 0.10482	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	\$ 0.05626	\$ 0.06626	\$ 0.07126	9pm - 4pm, every day
	WINTER MID-PEAK	\$ 0.07581	\$ 0.08581	\$ 0.09081	4pm - 9pm, every day
	WINTER OFF-PEAK	\$ 0.05841	\$ 0.06841	\$ 0.07341	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	\$ 0.04850	\$ 0.05850	\$ 0.06350	8am - 4pm, every day
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 2-50kV (\$/kWh)	\$ (0.00091)	\$ (0.00091)	\$ (0.00091)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 51-219kV (\$/kWh)	\$ (0.00199)	\$ (0.00199)	\$ (0.00199)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kV (\$/kWh)	\$ (0.00202)	\$ (0.00202)	\$ (0.00202)	All electric usage
DEMAND CHARGE (\$/KW)	SUMMER ON-PEAK	\$ 11.03	\$ 11.03	\$ 11.03	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK	\$ 2.49	\$ 2.49	\$ 2.49	4pm - 9pm, every day
	SUMMER ON-PEAK AND WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 2-50kV (\$/kW)	\$ (0.15)	\$ (0.15)	\$ (0.15)	4pm - 9pm, Monday - Friday
	SUMMER ON-PEAK AND WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 51-219kV (\$/kW)	\$ (0.34)	\$ (0.34)	\$ (0.34)	4pm - 9pm, Monday - Friday
	SUMMER ON-PEAK AND WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 220kV (\$/kW)	\$ (0.34)	\$ (0.34)	\$ (0.34)	4pm - 9pm, Monday - Friday
	WINTER WIND MACHINE CREDIT (\$/kW)	\$ (10.07)	\$ (10.07)	\$ (10.07)	All electric usage
TOU-PA-2-D5 Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.20737	\$ 0.21737	\$ 0.22237	5pm - 8pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.19507	\$ 0.20507	\$ 0.21007	5pm - 8pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	\$ 0.05212	\$ 0.06212	\$ 0.06712	8pm - 5pm, every day
	WINTER MID-PEAK	\$ 0.07840	\$ 0.08840	\$ 0.09340	5pm - 8pm, every day
	WINTER OFF-PEAK	\$ 0.06047	\$ 0.07047	\$ 0.07547	8pm - 8am, every day
	WINTER SUPER OFF-PEAK	\$ 0.05025	\$ 0.06025	\$ 0.06525	8am - 5pm, every day
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 2-50kV (\$/kWh)	\$ (0.00094)	\$ (0.00094)	\$ (0.00094)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 51-219kV (\$/kWh)	\$ (0.00206)	\$ (0.00206)	\$ (0.00206)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kV (\$/kWh)	\$ (0.00209)	\$ (0.00209)	\$ (0.00209)	All electric usage
DEMAND CHARGE (\$/KW)	SUMMER ON-PEAK	\$ 10.55	\$ 10.55	\$ 10.55	5pm - 8pm, Monday - Friday
	WINTER MID-PEAK	\$ 2.21	\$ 2.21	\$ 2.21	5pm - 8pm, every day
	SUMMER ON-PEAK AND WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 2-50kV (\$/kW)	\$ (0.14)	\$ (0.14)	\$ (0.14)	5pm - 8pm, Monday - Friday
	SUMMER ON-PEAK AND WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 51-219kV (\$/kW)	\$ (0.32)	\$ (0.32)	\$ (0.32)	5pm - 8pm, Monday - Friday
	SUMMER ON-PEAK AND WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 220kV (\$/kW)	\$ (0.32)	\$ (0.32)	\$ (0.32)	5pm - 8pm, Monday - Friday
	WINTER WIND MACHINE CREDIT (\$/kW)	\$ (10.07)	\$ (10.07)	\$ (10.07)	All electric usage

AGRICULTURE CUSTOMERS					
OCPA Rate Schedule	Period	Basic Choice	Smart Choice	100% Renewable Choice	Time Period Definitions
TOU-PA-2-E Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.35699	\$ 0.36699	\$ 0.37199	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.08982	\$ 0.09982	\$ 0.10482	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	\$ 0.05626	\$ 0.06626	\$ 0.07126	9pm - 4pm, every day
	WINTER MID-PEAK	\$ 0.08923	\$ 0.09923	\$ 0.10423	4pm - 9pm, every day
	WINTER OFF-PEAK	\$ 0.06909	\$ 0.07909	\$ 0.08409	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	\$ 0.05761	\$ 0.06761	\$ 0.07261	8am - 4pm, every day
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 2-50kV (\$/kWh)	\$ (0.00148)	\$ (0.00148)	\$ (0.00148)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 51-219kV (\$/kWh)	\$ (0.00327)	\$ (0.00327)	\$ (0.00327)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kV (\$/kWh)	\$ (0.00330)	\$ (0.00330)	\$ (0.00330)	All electric usage
DEMAND CHARGE (\$/KW)	YEAR ROUND WIND MACHINE CREDIT (\$/kW)	\$ (10.07)	\$ (10.07)	\$ (10.07)	All electric usage
TOU-PA-2-E5 Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.60010	\$ 0.61010	\$ 0.61510	5pm - 8pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.19507	\$ 0.20507	\$ 0.21007	5pm - 8pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	\$ 0.05212	\$ 0.06212	\$ 0.06712	8pm - 5pm, every day
	WINTER MID-PEAK	\$ 0.08969	\$ 0.09969	\$ 0.10469	5pm - 8pm, every day
	WINTER OFF-PEAK	\$ 0.06945	\$ 0.07945	\$ 0.08445	8pm - 8am, every day
	WINTER SUPER OFF-PEAK	\$ 0.05793	\$ 0.06793	\$ 0.07293	8am - 5pm, every day
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 2-50kV (\$/kWh)	\$ (0.00148)	\$ (0.00148)	\$ (0.00148)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 51-219kV (\$/kWh)	\$ (0.00327)	\$ (0.00327)	\$ (0.00327)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kV (\$/kWh)	\$ (0.00330)	\$ (0.00330)	\$ (0.00330)	All electric usage
DEMAND CHARGE (\$/KW)	YEAR ROUND WIND MACHINE CREDIT (\$/kW)	\$ (10.07)	\$ (10.07)	\$ (10.07)	All electric usage
TOU-PA-2-A Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.22158	\$ 0.23158	\$ 0.23658	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.09611	\$ 0.10611	\$ 0.11111	8am - 12pm & 6pm - 11pm, Monday - Friday
	SUMMER OFF-PEAK	\$ 0.06209	\$ 0.07209	\$ 0.07709	All other hours
	WINTER MID-PEAK	\$ 0.08832	\$ 0.09832	\$ 0.10332	8am - 9pm, Monday - Friday
	WINTER OFF-PEAK	\$ 0.05521	\$ 0.06521	\$ 0.07021	All other hours
DEMAND CHARGE (\$/KW)	YEAR ROUND WIND MACHINE CREDIT (\$/kW)	\$ (10.07)	\$ (10.07)	\$ (10.07)	All electric usage
TOU-PA-2-B Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.07004	\$ 0.08004	\$ 0.08504	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.06401	\$ 0.07401	\$ 0.07901	8am - 12pm & 6pm - 11pm, Monday - Friday
	SUMMER OFF-PEAK	\$ 0.06209	\$ 0.07209	\$ 0.07709	All other hours
	WINTER MID-PEAK	\$ 0.08832	\$ 0.09832	\$ 0.10332	8am - 9pm, Monday - Friday
	WINTER OFF-PEAK	\$ 0.05521	\$ 0.06521	\$ 0.07021	All other hours
DEMAND CHARGE (\$/KW)	SUMMER ON-PEAK	\$ 7.82	\$ 7.82	\$ 7.82	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	\$ 2.40	\$ 2.40	\$ 2.40	8am - 12pm & 6pm - 11pm, Monday - Friday
	WINTER WIND MACHINE CREDIT (\$/kW)	\$ (10.07)	\$ (10.07)	\$ (10.07)	All electric usage

AGRICULTURE CUSTOMERS

OCA Rate Schedule	Period	Basic Choice	Smart Choice	100% Renewable Choice	Time Period Definitions
TOU-PA-3-D Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.08548	\$ 0.09548	\$ 0.10048	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.07717	\$ 0.08717	\$ 0.09217	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	\$ 0.04806	\$ 0.05806	\$ 0.06306	9pm - 4pm, every day
	WINTER MID-PEAK	\$ 0.06407	\$ 0.07407	\$ 0.07907	4pm - 9pm, every day
	WINTER OFF-PEAK	\$ 0.06452	\$ 0.07452	\$ 0.07952	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	\$ 0.02964	\$ 0.03964	\$ 0.04464	8am - 4pm, every day
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 2-50kv (\$/kWh)	\$ (0.00091)	\$ (0.00091)	\$ (0.00091)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 51-219kv (\$/kWh)	\$ (0.00198)	\$ (0.00198)	\$ (0.00198)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kv (\$/kWh)	\$ (0.00200)	\$ (0.00200)	\$ (0.00200)	All electric usage
DEMAND CHARGE (\$/KW)	SUMMER ON-PEAK	\$ 11.75	\$ 11.75	\$ 11.75	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK	\$ 2.54	\$ 2.54	\$ 2.54	4pm - 9pm, every day
	SUMMER ON-PEAK AND WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 2-50kv (\$/kw)	\$ (0.18)	\$ (0.18)	\$ (0.18)	4pm - 9pm, Monday - Friday
	SUMMER ON-PEAK AND WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 51-219kv (\$/kw)	\$ (0.42)	\$ (0.42)	\$ (0.42)	4pm - 9pm, Monday - Friday
	SUMMER ON-PEAK AND WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 220kv (\$/kw)	\$ (0.42)	\$ (0.42)	\$ (0.42)	4pm - 9pm, Monday - Friday
TOU-PA-3-D5 Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.17522	\$ 0.18522	\$ 0.19022	5pm - 8pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.16476	\$ 0.17476	\$ 0.17976	5pm - 8pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	\$ 0.04468	\$ 0.05468	\$ 0.05968	8pm - 5pm, every day
	WINTER MID-PEAK	\$ 0.06392	\$ 0.07392	\$ 0.07892	5pm - 8pm, every day
	WINTER OFF-PEAK	\$ 0.06438	\$ 0.07438	\$ 0.07938	8pm - 8am, every day
	WINTER SUPER OFF-PEAK	\$ 0.02948	\$ 0.03948	\$ 0.04448	8am - 5pm, every day
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 2-50kv (\$/kWh)	\$ (0.00091)	\$ (0.00091)	\$ (0.00091)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 51-219kv (\$/kWh)	\$ (0.00198)	\$ (0.00198)	\$ (0.00198)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kv (\$/kWh)	\$ (0.00200)	\$ (0.00200)	\$ (0.00200)	All electric usage
DEMAND CHARGE (\$/KW)	SUMMER ON-PEAK	\$ 11.27	\$ 11.27	\$ 11.27	5pm - 8pm, Monday - Friday
	WINTER MID-PEAK	\$ 2.95	\$ 2.95	\$ 2.95	5pm - 8pm, every day
	SUMMER ON-PEAK AND WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 2-50kv (\$/kw)	\$ (0.18)	\$ (0.18)	\$ (0.18)	5pm - 8pm, Monday - Friday
	SUMMER ON-PEAK AND WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 51-219kv (\$/kw)	\$ (0.42)	\$ (0.42)	\$ (0.42)	5pm - 8pm, Monday - Friday
	SUMMER ON-PEAK AND WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 220kv (\$/kw)	\$ (0.42)	\$ (0.42)	\$ (0.42)	5pm - 8pm, Monday - Friday
TOU-PA-3-E Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.30415	\$ 0.31415	\$ 0.31915	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.07717	\$ 0.08717	\$ 0.09217	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	\$ 0.04806	\$ 0.05806	\$ 0.06306	9pm - 4pm, every day
	WINTER MID-PEAK	\$ 0.09537	\$ 0.10537	\$ 0.11037	4pm - 9pm, every day
	WINTER OFF-PEAK	\$ 0.07412	\$ 0.08412	\$ 0.08912	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	\$ 0.02121	\$ 0.03121	\$ 0.03621	8am - 4pm, every day
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 2-50kv (\$/kWh)	\$ (0.00141)	\$ (0.00141)	\$ (0.00141)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 51-219kv (\$/kWh)	\$ (0.00314)	\$ (0.00314)	\$ (0.00314)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kv (\$/kWh)	\$ (0.00316)	\$ (0.00316)	\$ (0.00316)	All electric usage

AGRICULTURE CUSTOMERS

OCPA Rate Schedule	Period	Basic Choice	Smart Choice	100% Renewable Choice	Time Period Definitions
TOU-PA-3-E5 Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.50508	\$ 0.51508	\$ 0.52008	5pm - 8pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.16476	\$ 0.17476	\$ 0.17976	5pm - 8pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	\$ 0.04468	\$ 0.05468	\$ 0.05968	8pm - 5pm, every day
	WINTER MID-PEAK	\$ 0.10015	\$ 0.11015	\$ 0.11515	5pm - 8pm, every day
	WINTER OFF-PEAK	\$ 0.07794	\$ 0.08794	\$ 0.09294	8pm - 8am, every day
	WINTER SUPER OFF-PEAK	\$ 0.02259	\$ 0.03259	\$ 0.03759	8am - 5pm, every day
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 2-50kV (\$/kWh)	\$ (0.00141)	\$ (0.00141)	\$ (0.00141)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 51-219kV (\$/kWh)	\$ (0.00314)	\$ (0.00314)	\$ (0.00314)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kV (\$/kWh)	\$ (0.00316)	\$ (0.00316)	\$ (0.00316)	All electric usage
TOU-PA-3-A Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.19153	\$ 0.20153	\$ 0.20653	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.08144	\$ 0.09144	\$ 0.09644	8am - 12pm & 6pm - 11pm, Monday - Friday
	SUMMER OFF-PEAK	\$ 0.05305	\$ 0.06305	\$ 0.06805	All other hours
	WINTER MID-PEAK	\$ 0.07515	\$ 0.08515	\$ 0.09015	8am - 9pm, Monday - Friday
	WINTER OFF-PEAK	\$ 0.04960	\$ 0.05960	\$ 0.06460	All other hours
TOU-PA-3-B Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.05995	\$ 0.06995	\$ 0.07495	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.05462	\$ 0.06462	\$ 0.06962	8am - 12pm & 6pm - 11pm, Monday - Friday
	SUMMER OFF-PEAK	\$ 0.05305	\$ 0.06305	\$ 0.06805	All other hours
	WINTER MID-PEAK	\$ 0.07515	\$ 0.08515	\$ 0.09015	8am - 9pm, Monday - Friday
	WINTER OFF-PEAK	\$ 0.04960	\$ 0.05960	\$ 0.06460	All other hours
DEMAND CHARGE (\$/KW)	SUMMER ON-PEAK	\$ 8.27	\$ 8.27	\$ 8.27	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	\$ 2.42	\$ 2.42	\$ 2.42	8am - 12pm & 6pm - 11pm, Monday - Friday

STREETLIGHT CUSTOMERS					
OCPA Rate Schedule	Period	Basic Choice	Smart Choice	100% Renewable Choice	Time Period Definitions
Streetlighting (LS-1, LS-2, DWL, and OL-1)					
GENERATION CHARGE (\$/KWH)	YEAR-ROUND	\$ 0.05287	\$ 0.06287	\$ 0.06787	All electric usage
LS-3					
GENERATION CHARGE (\$/KWH)	YEAR-ROUND	\$ 0.05297	\$ 0.06297	\$ 0.06797	All electric usage
AL-2-F					
GENERATION CHARGE (\$/KWH)	YEAR-ROUND	\$ 0.05297	\$ 0.06297	\$ 0.06797	All electric usage
AL-2-GF Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.14164	\$ 0.15164	\$ 0.15664	8am - 4pm, every day
	SUMMER OFF-PEAK	\$ 0.05297	\$ 0.06297	\$ 0.06797	All other hours
	WINTER ON-PEAK	\$ 0.09112	\$ 0.10112	\$ 0.10612	8am - 4pm, every day
	WINTER OFF-PEAK	\$ 0.05297	\$ 0.06297	\$ 0.06797	All other hours
TC-1					
GENERATION CHARGE (\$/KWH)	YEAR-ROUND	\$ 0.08079	\$ 0.09079	\$ 0.09579	All electric usage
*Applicable holidays for rate time periods are as follows: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas Day. When any holiday listed above falls on Sunday, the following Monday will be recognized as a holiday. No change will be made for holidays falling on Saturday.					

OCA Rates in SCE Territory

Department of Water Resources Bond Charge

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Competition Transition Charge

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

Surcharge

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

Rate Group	DWRBC (All Vintages)	CTC (All Vintages)	GMS Factor (All Vintages)
Domestic ¹	\$ 0.00652	\$ (0.00019)	0.009261
GS-1 ²	\$ 0.00652	\$ (0.00015)	0.009261
TC-1 ³	\$ 0.00652	\$ (0.00014)	0.009261
GS-2 ⁴	\$ 0.00652	\$ (0.00015)	0.009261
TOU-GS-3 ⁵	\$ 0.00652	\$ (0.00014)	0.009261
TOU-8-Sec ⁶	\$ 0.00652	\$ (0.00015)	0.009261
TOU-8-Pri ⁶	\$ 0.00652	\$ (0.00015)	0.009261
TOU-8-Sub ⁶	\$ 0.00652	\$ (0.00014)	0.009261
Small AG ⁷	\$ 0.00652	\$ (0.00014)	0.009261
Large AG ⁸	\$ 0.00652	\$ (0.00014)	0.009261
St. Lighting ⁹	\$ 0.00652	\$ (0.00014)	0.009261

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

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

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

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

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

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

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

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

OCPA Rates in SCE Territory

Power Charge Indifference Adjustment

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

Rate Group	PCIA 2021 Vintage
Domestic ¹	\$ 0.01308
GS-1 ²	\$ 0.01012
TC-1 ³	\$ 0.00927
GS-2 ₄	\$ 0.01028
TOU-GS-3 ₅	\$ 0.00976
TOU-8-Sec ⁶	\$ 0.01033
TOU-8-Pri ⁶	\$ 0.01011
TOU-8-Sub ⁶	\$ 0.00955
Small AG ⁷	\$ 0.00956
Large AG ⁸	\$ 0.00922
St. Lighting ⁹	\$ 0.00872

RESIDENTIAL CUSTOMERS

OCPA Rate Schedule	Period	Basic Choice	Smart Choice	100% Renewable Choice	Time Period Definitions
DOMESTIC					
GENERATION CHARGE (\$/KWH)	YEAR-ROUND	\$ 0.10244	\$ 0.11244	\$ 0.11744	All electric usage
TOU-D-4 Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.22197	\$ 0.23197	\$ 0.23697	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.12233	\$ 0.13233	\$ 0.13733	4pm - 9pm, Saturday, Sunday, & holidays
	SUMMER OFF-PEAK	\$ 0.06576	\$ 0.07576	\$ 0.08076	All other hours
	WINTER MID-PEAK	\$ 0.15786	\$ 0.16786	\$ 0.17286	4pm - 9pm, every day
	WINTER OFF-PEAK	\$ 0.08815	\$ 0.09815	\$ 0.10315	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	\$ 0.07140	\$ 0.08140	\$ 0.08640	8am - 4pm, every day
TOU-D-5 Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.34947	\$ 0.35947	\$ 0.36447	5pm - 8pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.18405	\$ 0.19405	\$ 0.19905	5pm - 8pm, Saturday, Sunday, & holidays
	SUMMER OFF-PEAK	\$ 0.05782	\$ 0.06782	\$ 0.07282	All other hours
	WINTER MID-PEAK	\$ 0.23518	\$ 0.24518	\$ 0.25018	5pm - 8pm, every day
	WINTER OFF-PEAK	\$ 0.08670	\$ 0.09670	\$ 0.10170	8pm - 8am, every day
	WINTER SUPER OFF-PEAK	\$ 0.06101	\$ 0.07101	\$ 0.07601	8am - 5pm, every day
TOU-D-A Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.25365	\$ 0.26365	\$ 0.26865	2pm - 8pm, Monday - Friday
	SUMMER OFF-PEAK	\$ 0.09844	\$ 0.10844	\$ 0.11344	8am - 2pm & 8pm - 10pm, Monday - Friday 8am - 10pm, Saturday, Sunday & holidays
	SUMMER SUPER OFF-PEAK	\$ 0.06554	\$ 0.07554	\$ 0.08054	10pm - 8am, every day
	WINTER ON-PEAK	\$ 0.14544	\$ 0.15544	\$ 0.16044	2pm - 8pm, Monday - Friday
	WINTER OFF-PEAK	\$ 0.07190	\$ 0.08190	\$ 0.08690	8am - 2pm & 8pm - 10pm, Monday - Friday 8am - 10pm, Saturday, Sunday & holidays
	WINTER SUPER OFF-PEAK	\$ 0.06734	\$ 0.07734	\$ 0.08234	10pm - 8am, every day
TOU-D-B Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.39213	\$ 0.40213	\$ 0.40713	2pm - 8pm, Monday - Friday
	SUMMER OFF-PEAK	\$ 0.09844	\$ 0.10844	\$ 0.11344	8am - 2pm & 8pm - 10pm, Monday - Friday 8am - 10pm, Saturday, Sunday & holidays
	SUMMER SUPER OFF-PEAK	\$ 0.02580	\$ 0.03580	\$ 0.04080	10pm - 8am, every day
	WINTER ON-PEAK	\$ 0.14019	\$ 0.15019	\$ 0.15519	2pm - 8pm, Monday - Friday
	WINTER OFF-PEAK	\$ 0.07190	\$ 0.08190	\$ 0.08690	8am - 2pm & 8pm - 10pm, Monday - Friday 8am - 10pm, Saturday, Sunday & holidays
	WINTER SUPER OFF-PEAK	\$ 0.02669	\$ 0.03669	\$ 0.04169	10pm - 8am, every day
TOU-D-PRIME Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.28719	\$ 0.29719	\$ 0.30219	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.09390	\$ 0.10390	\$ 0.10890	4pm - 9pm, Saturday, Sunday, & holidays
	SUMMER OFF-PEAK	\$ 0.05840	\$ 0.06840	\$ 0.07340	All other hours
	WINTER MID-PEAK	\$ 0.23755	\$ 0.24755	\$ 0.25255	4pm - 9pm, every day
	WINTER OFF-PEAK	\$ 0.04767	\$ 0.05767	\$ 0.06267	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	\$ 0.04767	\$ 0.05767	\$ 0.06267	8am - 4pm, every day
TOU-D-T Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.13336	\$ 0.14336	\$ 0.14836	12pm - 6pm, Monday - Friday except holidays*
	SUMMER OFF-PEAK	\$ 0.12007	\$ 0.13007	\$ 0.13507	All other hours
	WINTER ON-PEAK	\$ 0.09742	\$ 0.10742	\$ 0.11242	12pm - 6pm, Monday - Friday except holidays*
	WINTER OFF-PEAK	\$ 0.08739	\$ 0.09739	\$ 0.10239	All other hours
TOU-EV-1 Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.27114	\$ 0.28114	\$ 0.28614	12pm - 9pm, every day
	SUMMER OFF-PEAK	\$ 0.02547	\$ 0.03547	\$ 0.04047	9pm - 12pm, every day
	WINTER ON-PEAK	\$ 0.11267	\$ 0.12267	\$ 0.12767	12pm - 9pm, every day
	WINTER OFF-PEAK	\$ 0.03464	\$ 0.04464	\$ 0.04964	9pm - 12pm, every day

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Rate Group	DWRBC (All Vintages)	CTC (All Vintages)	GMS Factor (All Vintages)
Domestic ¹	\$ 0.00652	\$ (0.00019)	0.009261

¹ Includes Schedules D, D-SDP, D-SDP-O, D-CARE, DE, D-FERA, DM, DMS-1, DMS-2, DMS-3, TOU- D, TOU-D-T, TOU-D-PRIME, TOU-Default 1 (4-9 pm), TOU-Default 2 (5-8 pm), and TOU-EV-1.

OCPA Rates in SCE Territory

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Rate Group	PCIA 2022 Vintage
Domestic ¹	\$ 0.01308