

AGENDA

ORANGE COUNTY POWER AUTHORITY MEETING OF THE BOARD OF DIRECTORS

**Wednesday, July 19, 2023
10:00 a.m.**

This meeting will proceed as an in-person meeting at the Travelers Building, 3333 Michelson Dr., Irvine, CA 92612 in the Palm Room. In addition, as a convenience to the public, the Orange County Power Authority is also providing an option for members of the public to remotely view and participate in the meeting. Further details are below. Please note that, in the event of a technical issue causing a disruption in the remote participation option, the meeting may continue unless otherwise required by law.

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

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

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

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

The public may participate using the following remote options:

ZOOM WEBINAR

Please click the link below to join the webinar:

[Launch Meeting - Zoom](#)

Dial-in: 1-669-900-6833
Webinar ID: 812 9248 1575

1. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

3. **ROLL CALL**

4. **PUBLIC COMMENTS ON AGENDA ITEMS**

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

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

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

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

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

7. **CLOSED SESSION**

1. **PUBLIC EMPLOYEE APPOINTMENT**

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

Titles: Chief Executive Officer

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

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

8. **COMMITTEE REPORTS**

1. **COMMUNITY ADVISORY COMMITTEE UPDATE**

Recommended Action:

Receive and file.

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. **MINUTES FOR THE REGULAR BOARD MEETING OF JUNE 21, 2023 AND SPECIAL MEETING OF JUNE 16, 2023**

Recommended Action:

Approve as submitted.

2. **AUTHORIZE THE CEO TO EXECUTE A RATE STRATEGY AND FINANCIAL PLANNING & ANALYSIS SERVICES AGREEMENT WITH NEWGEN STRATEGIES AND SOLUTIONS, LLC FOR A TWO-YEAR TERM WITH THE OPTION TO EXTEND FOR TWO ADDITIONAL ONE YEAR TERMS AND A NOT-TO-EXCEED AMOUNT OF \$495,750**

Recommended Action:

Authorize the CEO to execute a two-year Agreement with the option to extend for two additional one-year terms, from July 19, 2023 through June 30, 2027, with NewGen Strategies and Solutions, LLC for Rate Strategy and Financial Planning & Analysis (FP&A) services, in a Not-to-Exceed (NTE) amount of \$495,750.

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. **RATIFY RATES EFFECTIVE JUNE 10, 2023**

Recommended Action:

Ratify rates effective June 10, 2023.

2. **DISCUSS AND APPROVE ORANGE COUNTY POWER AUTHORITY STRATEGIC PLAN 2023-2026**

Recommended Action:

Discuss and Approve Orange County Power Authority Strategic Plan 2023-2026.

3. **WEBSITE REFRESH UPDATE**

Recommended Action:

Receive and file.

4. **APPROVE FOURTH AMENDMENT TO JOINT POWERS AGREEMENT**

Recommended Action:

Approve Fourth Amendment to Joint Powers Agreement.

5. **UPDATE ON WITHDRAWAL OF COUNTY OF ORANGE AND ASSESSMENT OF COSTS AND LIABILITIES CAUSED BY WITHDRAWAL**

Recommended Action:

Receive update on withdrawal of County and current amounts due to OCPA as a result of withdrawal; provide direction if desired.

6. **UPDATE SALARY SCHEDULE FOR DIRECTOR OF POWER RESOURCES**

Recommended Action:

Approve updated salary schedule for Director of Power Resources.

7. CONSIDERATION OF OPTIONS ON MARKETING, COMMUNICATIONS, STRATEGY, PUBLIC ENGAGEMENT, DIGITAL AND GRAPHIC DESIGN CONTRACT

Recommended Action:

Continue prior Board discussion and consider options regarding the award of Contract for Marketing, Communications, Strategy, Public Engagement, Digital, and Graphic Design.

8. DISCUSSION OF SEPTEMBER BOARD MEETING DATE

Recommended Action:

1. Consider cancelling the September 20, 2023 Regular Board Meeting and scheduling a Regular Board Meeting on September 13, 2023.
2. Adopt Resolution No. 2023-XX, amending the Board's 2023 regular meeting schedule to reschedule the September regular Board meeting.

11. 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.

12. ADJOURNMENT

Compliance with the Americans with Disabilities Act

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

Availability of Board Documents

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

ORANGE COUNTY POWER AUTHORITY
Staff Report – Item 8.1

To: Orange County Power Authority Board of Directors

From: Joe Mosca, Interim Chief Executive Officer

Subject: COMMUNITY ADVISORY COMMITTEE UPDATE

Date: July 19, 2023

RECOMMENDED ACTION

Receive and file.

BACKGROUND

The Community Advisory Committee (CAC) met on Monday, July 10, 2023. Staff or a member of the CAC will provide an update on the CAC.

FISCAL IMPACT

None

ATTACHMENT

None



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

Friday, June 16, 2023

1. CALL TO ORDER

Chair Jung called to order the Special Meeting of the Orange County Power Authority Board of Directors at 9:37 a.m. on Friday, June 16, 2023.

2. PLEDGE OF ALLEGIANCE

Director Castañeda led the Pledge of Allegiance.

3. ROLL CALL

Present:	Director Jose T. Castañeda	City of Buena Park
	Director Tammy Kim	City of Irvine
	Vice Chair Kathleen Treseder	City of Irvine
	Chair Fred Jung	City of Fullerton
Absent:	Director Donald P. Wagner	County of Orange
	Director Casey McKeon	City of Huntington Beach

4. PUBLIC COMMENTS ON AGENDA ITEMS

The following spoke in public comments regarding June 16, 2023, agenda items:

Danny Gray
Linda Kraemer
Jake Comer

5. BOARD GOAL SETTING AND TEAM BUILDING WORKSHOP

Chair Jung introduced Lisa Gordon, from Lisa Inspires, to facilitate the workshop.

Chair Jung recessed the Board at 10:55 a.m.

Chair Jung reconvened the Board at 11:15 a.m. with the four attending members present.

Chair Jung recessed the Board at 12:01 p.m. for lunch.

Chair Jung reconvened the Board at 1:00 p.m. with the four attending members present

Actions Taken:

1. Participation, discussion, identification, and creation of OCPA key focus areas, priorities, and goals to set the strategic direction for OCPA for FY 2023-2026.
2. Established the foundation for effective teamwork.

A consensus was gained by the Board Members and the final action on the discussed items would be placed on the July Board meeting agenda for approval.

6. ADJOURNMENT

There being no further business to come before the Board, Chair Jung adjourned the June 16, 2023, Orange County Power Authority Board Special meeting at 3:40 p.m.

Submitted by:

Pat Jacquez-Nares, Authority Secretary



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

Wednesday, June 21, 2023

1. CALL TO ORDER

Chair Jung called to order the Regular Meeting of the Orange County Power Authority Board of Directors at 10:10 a.m. on Wednesday, June 21, 2023.

2. PLEDGE OF ALLEGIANCE

Director McKeon led the Pledge of Allegiance.

3. ROLL CALL

Present:	Director Donald P. Wagner	County of Orange
	Director Casey McKeon	City of Huntington Beach
	Director Jose T. Castañeda	City of Buena Park
	Director Tammy Kim	City of Irvine
	Vice Chair Kathleen Treseder	City of Irvine
	Chair Fred Jung	City of Fullerton

4. PUBLIC COMMENTS ON AGENDA ITEMS

The following spoke in public comments regarding May 17, 2023, agenda items:

Ayn Craciun
Linda Kraemer

5. PUBLIC COMMENTS ON NON-AGENDA ITEMS

The following spoke in public comments regarding May 17, 2023, non-agenda items:

Walter Nobrega

6. DIRECTOR ANNOUNCEMENTS

Director McKeon reported issues with his constituency concerning opting out of OCPA, and public comments. He requested to have both issues mitigated by adding an item on the agenda for the billing issues and having the emailed comments placed on the website.

Director Castañeda reported that Buena Park sent a delegation to Washington D.C. to learn about the various Biden Administration's funding resources which included funds for clean energy and disadvantaged communities.

Director Kim reported that she and Vice Chair Treseder would be adding an agenda item at the next Irvine City Council meeting the streaming of the entire June 16, 2023, OCPA Board Workshop and June 21, 2023, OCPA Board Meeting to ensure the complete understanding of each item presented and confirm their votes.

COMMITTEE REPORTS WAS TAKEN OUT OF ORDER.

8. COMMITTEE REPORTS

1. COMMUNITY ADVISORY COMMITTEE UPDATE

Chair Neal provided a report from their June 12, 2023, Committee Meeting.

7. CLOSED SESSION

Recess to Closed Session

At 10:36 a.m., Chair Jung called on General Counsel Norvell to recess the Board to closed session. General Counsel Norvell announced the Board was recessing to closed session. The following Board Members were present: Castañeda, Kim, McKeon, Wagner, Treseder, and Jung. Also present was Board Counsel Norvell.

1. PUBLIC EMPLOYEE APPOINTMENT

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

Titles: Chief Executive Officer

Reconvene

At 10:43 a.m., the Meeting of the Orange County Power Authority reconvened with the following present: Directors Castañeda, Kim, McKeon, Wagner, Treseder, and Jung.

General Counsel Norvell reported out of Closed Session that the Board met in Closed Session to discuss Item 7.1 as listed on the agenda and there was no reportable action taken.

9. CONSENT CALENDAR

ACTION

Director Wagner made the motion, seconded by Director Kim to:

Approve consent calendar items 9.1 – 9.4.

The motion carried unanimously by the following 6-0 vote:

Ayes: Chair Jung, Vice Chair Treseder, Director Kim,
Director Castañeda, Director McKeon, Director Wagner
Noes: None
Absent: None

**1. MINUTES FOR THE REGULAR BOARD MEETING OF MAY 17, 2023
AND SPECIAL MEETING OF MAY 8, 2023**

Action Taken:

Approved as submitted.

Director McKeon abstained from this item.

2. ONLINE MARKETPLACE CONTRACT

Action Taken:

1. Approved Contract with The Energy Federation, Inc. for Online Marketplace Services.
2. Authorized the Chief Executive Officer or delegated staff to negotiate, finalize, and execute an agreement for Online Marketplace Services.

**3. APPROVE ORANGE COUNTY POWER AUTHORITY POLICY
UPDATES AND REPEAL POLICY NO. 12**

Action Taken:

Approved Amendments to Policy No. 1, Procurement Policy and Policy No. 2, Delegated Contract Authority Policy, and Repeal Policy No. 12, Board Agenda Policy (Replaced by Bylaws).

**4. DELEGATION OF AUTHORITY TO EXECUTE AGREEMENT FOR CEO
EXECUTIVE RECRUITMENT SERVICES**

Action Taken:

Delegated to the Chief Financial Officer the authority to execute an agreement for CEO Executive Recruitment Services and take other necessary actions relating to the agreement, provided that the agreement and actions are consistent with the CEO's typical authority under Policy No. 1 (Procurement Policy) and Policy No. 2 (Delegated Contract Authority Policy).

10. REGULAR CALENDAR

**1. CREATION OF OFFICE SPACE AD-HOC COMMITTEE FOR
DEVELOPMENT OF ORANGE COUNTY POWER AUTHORITY LONG
TERM OFFICE SPACE**

Interim CEO Mosca provided a brief summary of this item.

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

Establish a temporary ad-hoc advisory committee with Vice Chair Treseder and Director Kim related to development of long-term office space.

The motion carried by the following 4-2 vote:

Ayes: Chair Jung, Vice Chair Treseder,
Director Kim, and Director Castañeda
Noes: Director Wagner and Director McKeon
Absent: None

2. APPROVE OCPA'S FISCAL YEAR 2023/24 OPERATING BUDGET

CFO Law provided a summary of the PowerPoint Presentation on this item.

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

1. Approve FY2023/24 Proposed Operating Budget, as detailed in Attachment 1.
2. Approve proposed four additional full-time positions and two interns for FY2023/24, as presented on page 14 of Attachment 2.
3. Approve proposed 3.8% Cost-of-Living Adjustment (COLA) for all full-time employees, effective January 1, 2024. The budgetary salary maximum pay range will be updated accordingly, as presented on page 16 of Attachment 2.
4. Dissolve Ad-Hoc Committee for Development of the FY23/24 Budget

The motion carried by the following 5-0-1 vote:

Ayes: Chair Jung, Vice Chair Treseder, Director Kim,
Director Castañeda, and Director McKeon
Noes: None
Abstained: Director Wagner
Absent: None

3. CONSIDERATION OF AND VOTE TO ORDERLY TERMINATE THE JOINT POWERS AGREEMENT OF THE ORANGE COUNTY POWER AUTHORITY (Requested by Director McKeon)

Director McKeon provided his reasons for proposing the dissolution of the Authority.

Director McKeon made the motion, seconded by Director Wagner to:

Orderly terminate the Joint Powers Agreement of the Orange County Power Authority.

The motion failed by the following 2-4 vote:

Ayes:	Director Wagner and Director McKeon
Noes:	Chair Jung, Vice Chair Treseder, Director Kim, and Director Castañeda
Absent:	None

11. STAFF REPORT

Interim CEO Mosca provided several highlights from his agenda staff report.

12. ADJOURNMENT

There being no further business to come before the Board, Chair Jung adjourned the June 21, 2023, Orange County Power Authority Board Regular meeting at 11:48 a.m.

Submitted by:

Pat Jacquez-Nares, Authority Secretary

ORANGE COUNTY POWER AUTHORITY
Staff Report – Item 9.2

To: Orange County Power Authority Board of Directors

From: Tiffany Law, Chief Financial Officer

Subject: AUTHORIZE THE CEO TO EXECUTE A RATE STRATEGY AND FINANCIAL PLANNING & ANALYSIS SERVICES AGREEMENT WITH NEWGEN STRATEGIES AND SOLUTIONS, LLC FOR A TWO-YEAR TERM WITH THE OPTION TO EXTEND FOR TWO ADDITIONAL ONE YEAR TERMS AND A NOT-TO-EXCEED AMOUNT OF \$495,750

Date: July 19, 2023

RECOMMENDED ACTION

Authorize the CEO to execute a two-year Agreement with the option to extend for two additional one-year terms, from July 19, 2023 through June 30, 2027, with NewGen Strategies and Solutions, LLC for Rate Strategy and Financial Planning & Analysis (FP&A) services, in a Not-to-Exceed (NTE) amount of \$495,750.

BACKGROUND

Orange County Power Authority (OCPA) acknowledges the importance of developing a comprehensive and well-informed rate strategy that aligns with the agency's financial goals, energy market dynamics, and customer demand. Furthermore, OCPA remains committed to enhancing its financial analysis and forecasting capabilities to support strategic decision-making. To ensure the achievement of these objectives, OCPA recognizes the prudence of engaging experienced consultants who possess specialized industry knowledge and best practices in rate strategy and financial planning & analysis (FP&A) services. These consultants bring invaluable expertise to the table, offering insights and recommendations that are rooted in their deep understanding of the industry.

Accordingly, staff issued a Request for Proposals (RFP) for Rate Strategy and Financial Planning & Analysis Services on April 28, 2023. An invitation to submit proposals was distributed to qualified prospective candidates and was made publicly available on the OCPA website and BidNet Direct, ensuring transparency and equal opportunity for interested parties. On May 31, 2023, OCPA received two proposals in response to the RFP, as follows:

- 1) NewGen Strategies and Solutions, LLC (NewGen)
NewGen is a management and economic consulting firm specializing in serving the utility industry and market. Established in September 2012, NewGen has built a strong reputation for providing comprehensive services in rate strategy, financial and data analytics, valuation, stakeholder engagement, and sustainability. With a track record of success, NewGen has

served over 14 Community Choice Aggregators (CCAs) and more than 100 municipal and public utility clients, earning national recognition for their expertise and contributions.

NewGen previously provided rate design and FP&A consulting services to OCPA from October 2021 to June 2023.

2) Energeia

Energeia, founded in 2009, is a consulting firm specializing in providing a range of services to the electricity, natural gas, and transport sectors with a focus on decarbonization practice areas. Over the years, Energeia has established a reputation for delivering results in rate optimization projects for prominent organizations such as LADWP and SMUD. Additionally, Energeia has completed resource planning and energy program projects for five CCAs.

Energeia's proposal includes partnering with M.Cubed, a Davis-based general partnership that provides economic and policy consulting services to public and private sector clients. M.Cubed brings energy utility resource planning and ratemaking to the proposal team.

DISCUSSION/ANALYSIS

RFP Process

A rigorous RFP process was followed. The RFP itself was issued with the following requirements:

1) Rate Setting Strategy & Rate Design Analysis

- a. Review OCPA's rate strategy, identify potential data gaps, help set rate design strategies and develop rate offerings.
- b. ERRA Forecast, Modeling and Analysis.
- c. Review NEM customer rate strategy that considers NEM 1.0, NEM 2.0 & NBT.
- d. Support OCPA's FinTech team in development of rates to meet financial requirements.
- e. Provide rate administration support.

2) Financial Planning & Analysis

- a. Planning and budgeting support.
- b. Integrated financial planning, forecasting and modeling.
- c. Work with OCPA account services team to provide rate comparisons and other analytics.
- d. Attend OCPA Board, committee and special meetings, if needed.
- e. Research and track proposed legislation and other policy to inform on rates and surcharges.
- f. Coordinate required work for financial activities, regulatory compliancy, litigation, and other proceedings.
- g. Secure data handling.

Evaluation and Selection Process

Evaluation Team:

- 1) Tiffany Law, OCPA CFO
- 2) Owen Lee, OCPA Director of Finance & Data Analytics
- 3) Susan Davison, OCPA Data Analyst
- 4) Karen Schmidt, Clean Power Alliance Rates and Strategy Director

A detailed evaluation process was conducted:

- 1) Panel review of initial responses and scoring criteria on June 8, 2023
- 2) Panel interviews with respondents on June 9, 2023
- 3) Final evaluation on June 15, 2023

The proposals were carefully evaluated using predetermined criteria such as respondents' experience in rates and financial analytics, their familiarity with CCA or energy utility environments, the qualifications and capacity of their project staff to deliver services in a timely manner, and the comprehensiveness of their proposals.

As part of the evaluation process, interviews were conducted with both respondents to further assess their expertise in rate design and financial planning and analysis relevant to OCPA's requirements. These interviews aimed to gauge the depth of their knowledge and understanding in these areas, ensuring they possess the necessary skills and insights to address the specific challenges faced by OCPA. Sample interview questions are as below:

- 1) Understanding of Cost-of-Service rate design, PCIA, and regulatory policies
- 2) Understanding of OCPA rate design and the impact from SCE 2021/22 PCIA vintage
- 3) Experience in working with other CCAs on rates and financial analytics projects
- 4) Responsiveness on staff inquiries and requests

Vendor Selection

Respondents were assessed and scored across multiple criteria, including their relevant experience and capacity to provide the full spectrum of services required. Following a robust evaluation process, NewGen emerged as the top scorer, demonstrating their exceptional capabilities and experience in the CCA industry. Attachment B is the Rate Design and FP&A Evaluation Summary.

NewGen's proposal stood out not only for their competitive pricing, approximately 24% lower than the other respondent, but also for their proven track record and extensive hands-on experience in rate setting strategy and rate design analysis specifically tailored to meet the unique needs of OCPA. Their comprehensive understanding of the CCA industry and their ability to deliver effective solutions have positioned NewGen as a trusted partner.

In addition to their expertise in rate strategy, NewGen offers a wide range of financial planning and analysis (FP&A) support services. Their ability to provide timely and reliable solutions has been demonstrated through their successful track record of delivering effective outcomes for OCPA staff. This history of dependable performance further solidifies NewGen as a reliable partner for OCPA.

Proposed Services - NewGen

Rate Setting Strategy & Rate Design Analysis

- Review and Set Rate Design Strategies: Evaluate OCPA's rate strategy and assist in developing rate design strategies that ensure sufficient revenue recovery to meet OCPA's financial requirements.
- Forecast Analysis and Recommendations: Assist OCPA in analyzing and adjusting forecasts provided by SCE and SDG&E's ERRRA (Energy Resource Recovery Account) using modeling and analysis techniques, providing recommendations for necessary adjustments.
- NEM Rate Strategies: Support the development of net energy metering (NEM) rate strategies, encompassing NEM 1.0, NEM 2.0, and NBT (Non-Bypassable Charges).
- Rate Administrative Support: Provide support for rate-related tasks, including the development of rates, utilization of AMI (Advanced Metering Infrastructure) data, conducting joint rate comparisons, tracking energy programs, and creating revenue calculation tools.
- Staff Training and Support: Offer rate training and support to OCPA staff, ensuring they are equipped with the necessary knowledge and tools to effectively handle rate-related matters.

Financial Planning and Analysis in Support of OCPA's Financial Health:

- Proforma and Budget Support: Provide planning, proforma, and budget support, including integrated financial forecasting and modeling, to assist OCPA in maintaining its financial health.
- Customer and Account Service Team Support: Aid customer and account service teams by conducting cost savings analysis, analyzing the Power Charge Indifference Adjustment (PCIA), and assessing customer billing impacts.
- Finance Activities and Regulatory Compliance: Assist with finance activities, regulatory compliance, legislative and policy matters, including providing support for board or committee meetings.
- Regulatory Compliance and Proceedings: Support OCPA in regulatory compliance, litigation, and other proceedings, ensuring that rates and surcharges are informed by thorough analysis and data.

Additional Services

- Other Community Choice Aggregation (CCA)-related services as requested, including finance, rates, economic strategy, litigation support, and regulatory compliance. Provide OCPA with a proposed task order and budget-on-request for any OCPA additional services.

Proposed Pricing Structure - NewGen

Estimated annual spending for Year 1 (July 2023 to June 2024): \$115,000

Estimated annual spending for Year 2 (July 2024 to June 2025): \$120,750

Estimated annual spending for Year 3 (July 2025 to June 2026): \$126,750 (option to extend)

Estimated annual spending for Year 4 (July 2026 to June 2027): \$133,250 (option to extend)

Total NTE from July 2023 to June 2027: \$495,750

FISCAL IMPACT

The proposed NTE of \$495,750 with NewGen for a two-year term with the option to extend for two additional one-year terms will be included in the budgets for FY23/24 to FY26/27.

ATTACHMENT

Attachment A – Draft Contract

Attachment B - Rate Design and FP&A Evaluation Summary

ORANGE COUNTY POWER AUTHORITY PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“**Agreement**”) is made and entered into on July 19, 2023, by and between ORANGE COUNTY POWER AUTHORITY, a California joint powers authority (“**Authority**”) and NEWGEN STRATEGIES AND SOLUTIONS (“**Consultant**”). Authority and Consultant are sometimes individually referred to as “**Party**” and collectively as “**Parties**.”

RECITALS

- A. Consultant desires to perform and assume responsibility for the provision of certain professional services required by Authority on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing Rate Strategy and Financial Planning & Analysis Services, is licensed in the State of California, and is familiar with the plans of Authority.
- B. Authority desires to engage Consultant to render such professional services as set forth in this Agreement.

AGREEMENT

1. Scope of Services and Term.

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

1.2 Term. The term of this Agreement shall be from July 19, 2023 to June 30, 2025, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines. The term may be extended by the Authority’s Chief Executive Officer for two additional one-year terms.

2. Responsibilities of Consultant.

2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Authority retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of Authority and shall at all times be under Consultant’s exclusive direction and control.

Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

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

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

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

Maxwell Bernt, Partner
Brian Dickman, Partner
Michael Trent, Senior Analyst
Carlo Bencomo-Jasso, Analyst
Kyle Palm, Analyst

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

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

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

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

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

2.10 Insurance.

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

2.10.2 Minimum Requirements. Consultant shall, at its expense, procure and

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

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

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

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

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

(A) General Liability.

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

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

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

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

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

(C) Workers’ Compensation and Employers Liability Coverage.

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

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

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

policy or proceeds available to the named insured; whichever is greater.

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

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

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

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

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

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

2.10.5 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance

shall not contain any special limitations on the scope of protection afforded to Authority, its directors, officials, officers, employees, agents and volunteers.

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

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

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

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

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

3. Fees and Payments.

3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit C,

attached hereto. The total compensation shall not exceed \$495,750 without written approval of Authority's Board of Directors. Extra Work may be authorized, as described below, and, if authorized, said Extra Work will be compensated at the rates and manner set forth in this Agreement.

3.2 Payment of Compensation. Consultant shall submit to Authority a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. Authority shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by Authority.

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

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

5. **General Provisions.**

5.1 Termination of Agreement.

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

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

information within fifteen (15) days of the request.

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

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

Consultant: NewGen Strategies and Solutions
Attn: Maxwell Bernt
225 Union Blvd., Suite 450
Lakewood, CO 80228

Authority: Orange County Power Authority
Attn: Chief Financial Officer
P. O. Box 54283
Irvine, CA 92619

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

5.3 Ownership of Materials and Confidentiality.

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

5.3.2 Intellectual Property. In addition, Authority shall have and retain all right, title and interest (including copyright, patent, trade secret and other proprietary rights) in all plans,

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

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

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

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

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

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

5.3.4 Infringement Indemnification. Consultant shall defend, indemnify and hold Authority, its directors, officials, officers, employees, volunteers and agents free and harmless,

pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by Authority of the Documents & Data, including any method, process, product, or concept specified or depicted.

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

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

5.6 Indemnification.

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

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

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

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

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

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

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

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

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

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

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

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

5.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, Authority shall have the right to rescind this Agreement without liability. For the

term of this Agreement, no member, officer or employee of Authority, during the term of his or her service with Authority, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

**ORANGE COUNTY POWER
AUTHORITY**

**NEWGEN STRATEGIES AND
SOLUTIONS**

By : _____
Name: _____
Title: _____

By : _____
Name: _____
Title: _____

ATTEST:

Secretary, Authority Board of Directors

APPROVED AS TO FORM:

General Counsel

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

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

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

EXHIBIT A

SCOPE OF SERVICES

Rate Setting Strategy & Rate Design Analysis

- Review and Set Rate Design Strategies: Evaluate OCPA's rate strategy and assist in developing rate design strategies that ensure sufficient revenue recovery to meet OCPA's financial requirements.
- Forecast Analysis and Recommendations: Assist OCPA in analyzing and adjusting forecasts provided by SCE and SDG&E's ERRA (Energy Resource Recovery Account) using modeling and analysis techniques, providing recommendations for necessary adjustments.
- NEM Rate Strategies: Support the development of net energy metering (NEM) rate strategies, encompassing NEM 1.0, NEM 2.0, and NBT (Non-Bypassable Charges).
- Rate Administrative Support: Provide support for rate-related tasks, including the development of rates, utilization of AMI (Advanced Metering Infrastructure) data, conducting joint rate comparisons, tracking energy programs, and creating revenue calculation tools.
- Staff Training and Support: Offer rate training and support to OCPA staff, ensuring they are equipped with the necessary knowledge and tools to effectively handle rate-related matters.

Financial Planning and Analysis in Support of OCPA's Financial Health:

- Proforma and Budget Support: Provide planning, proforma, and budget support, including integrated financial forecasting and modeling, to assist OCPA in maintaining its financial health.
- Customer and Account Service Team Support: Aid customer and account service teams by conducting cost savings analysis, analyzing the Power Charge Indifference Adjustment (PCIA), and assessing customer billing impacts.
- Finance Activities and Regulatory Compliance: Assist with finance activities, regulatory compliance, legislative and policy matters, including providing support for board or committee meetings.
- Regulatory Compliance and Proceedings: Support OCPA in regulatory compliance, litigation, and other proceedings, ensuring that rates and surcharges are informed by thorough analysis and data.

Additional Services

- Other Community Choice Aggregation (CCA)-related services as requested, including finance, rates, economic strategy, litigation support, and regulatory compliance. Provide OCPA with a proposed task order and budget-on-request for any OCPA additional services.

EXHIBIT B

COMPENSATION BILLING RATES

**NewGen Strategies and Solutions
2023 Billing Rates**

Position	Hourly Billing Rate
Partner	\$250 – \$385
Principal	\$235 – \$385
Senior Manager	\$210 – \$265
Manager	\$185 – \$210
Senior Consultant	\$160 – \$185
Consultant	\$150 – \$160
Administrative Services	\$120

Note: Billing rates are subject to change based on annual reviews and salary increases.

Consultant shall provide at least 30 days' prior written notice to the Authority of any change in billing rates, and such rates shall not be changed more than once annually.

Amounts paid to Consultant during the initial two-year term and options for two additional one-year terms shall not to exceed \$495,750.

Orange County Power Authority

Request for Proposal (RFP) Summary

RFP For: Rate Design and Financial Planning and Analysis Services
RFP No: 23-004
Type of Procurement (Informal Bidding or Formal Bidding): Formal Bidding

Event	Date
Release Request for Proposals	Friday, April 28, 2023
Questions Submitted to OCPA	Monday, May 15, 2023
OCPA Posts Response to Questions	Tuesday, May 23, 2023
Proposal Deadline	Wednesday, May 31, 2023
Interviews	Friday, June 9, 2023
Contractor Recommendation/Board Approval	Wednesday, July 19, 2023
Final Negotiations/Contract Execution	Wednesday, July 19, 2023

Evaluation Committee	Name	Title
Evaluator 1	Tiffany Law	CFO, OCPA
Evaluator 2	Owen Lee	Director of Finance and Data Analytics, OCPA
Evaluator 3	Susan Davison	Data Analyst, OCPA
Evaluator 4	Karen Schmidt	Rates and Strategy Director, Clean Power Alliance

Proposers	Technical Evaluation Points (80%)
Vendor 1 - Energeia	2.69
Vendor 2 - NewGen	3.65

Proposers	Cost Evaluation Points (20%)
Vendor 1 - Energeia	0.80
Vendor 2 - NewGen	1.00

Proposers	Total Evaluation Points (100%)
Vendor 1 - Energeia	3.49
Vendor 2 - NewGen	4.65

The following point system is utilized for technical evaluation:

Excellent (5): If the proposal offer exceeds expectations, with an excellent probability of success in achieving all requirements of the RFP, and is very detailed in providing innovative ideas, new concepts or optional features applicable to the project.

Good (4): If the proposal offers a very good probability of success, achieves all requirements of the RFP in a reasonable fashion and provides some innovative ideas, new concepts or optional features applicable to the project.

Acceptable (3): If the proposal offers a reasonable probability of success, but some of the requirements may not be met and does not include innovative ideas, new concepts or optional features applicable to the project.

Poor (1-2): If the proposal falls short of expectations and has a low probability of success.

Unacceptable (0): If the approach completely fails the requirements.

ORANGE COUNTY POWER AUTHORITY
Staff Report – Item 10.1

To: Orange County Power Authority Board of Directors

From: Tiffany Law, Chief Financial Officer

Subject: RATIFY RATES EFFECTIVE JUNE 10, 2023

Date: July 19, 2023

RECOMMENDED ACTION

Ratify rates effective June 10, 2023.

BACKGROUND

The rate design of Orange County Power Authority (OCPA) is dependent on Southern California Edison's (SCE's) generation rates and the Power Charge Indifference Adjustments (PCIA). Historically, SCE has adjusted its generation rates five to six times a year. So far this year SCE has updated its rates in January and March.

In January 2023, SCE filed an Energy Resource Recovery Account (ERRA) Trigger application with the California Public Utilities Commission (CPUC). The application was required due to higher-than-expected power costs in December 2022. SCE requested permission to increase their bundled generation rates on June 1, 2023, if the ERRA Balancing Account continued to have a large under-collected balance by the end of April 2023. The CPUC granted permission to increase rates up to approximately 3.3%, which corresponds to a SCE revenue requirement increase of around \$454 million.

On May 15, 2023, SCE filed an advice letter to update its power cost forecast and outline rate changes effective June 1, 2023.

ANALYSIS AND DISCUSSION

On June 1, 2023, SCE published its updated final rates. Due to our billing system requirements, OCPA's rates became effective June 10, 2023.

The June 2023 OCPA rate schedules have been published on OCPA's website. The rates will be communicated on customer bills, and the annual Joint Rate Comparison Mailer which will be sent to all customers in September 2023.

FISCAL IMPACT

The Board ratification of the 2023 OCPA June rates has no fiscal impact.

ATTACHMENTS

OCPA Rate Schedules Effective June 10, 2023 – Residential and Commercial Customers

RESIDENTIAL CUSTOMERS

OCPA Rate Schedule	Period	Basic Choice	Smart Choice	100% Renewable Choice	Time Period Definitions
DOMESTIC					
GENERATION CHARGE (\$/KWH)	YEAR-ROUND	\$ 0.14462	\$ 0.15462	\$ 0.15962	All electric usage
TOU-D-4 Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.27692	\$ 0.28692	\$ 0.29192	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.16830	\$ 0.17830	\$ 0.18330	4pm - 9pm, Saturday, Sunday, & holidays
	SUMMER OFF-PEAK	\$ 0.10345	\$ 0.11345	\$ 0.11845	All other hours
	WINTER MID-PEAK	\$ 0.20924	\$ 0.21924	\$ 0.22424	4pm - 9pm, every day
	WINTER OFF-PEAK	\$ 0.12849	\$ 0.13849	\$ 0.14349	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	\$ 0.10830	\$ 0.11830	\$ 0.12330	8am - 4pm, every day
TOU-D-5 Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.41759	\$ 0.42759	\$ 0.43259	5pm - 8pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.23663	\$ 0.24663	\$ 0.25163	5pm - 8pm, Saturday, Sunday, & holidays
	SUMMER OFF-PEAK	\$ 0.09515	\$ 0.10515	\$ 0.11015	All other hours
	WINTER MID-PEAK	\$ 0.29388	\$ 0.30388	\$ 0.30888	5pm - 8pm, every day
	WINTER OFF-PEAK	\$ 0.12765	\$ 0.13765	\$ 0.14265	8pm - 8am, every day
	WINTER SUPER OFF-PEAK	\$ 0.09712	\$ 0.10712	\$ 0.11212	8am - 5pm, every day
TOU-D-A Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.35470	\$ 0.36470	\$ 0.36970	2pm - 8pm, Monday - Friday
	SUMMER OFF-PEAK	\$ 0.13906	\$ 0.14906	\$ 0.15406	8am - 2pm & 8pm - 10pm, Monday - Friday
	SUMMER SUPER OFF-PEAK	\$ 0.09335	\$ 0.10335	\$ 0.10835	8am - 10pm, Saturday, Sunday & holidays
	WINTER ON-PEAK	\$ 0.20436	\$ 0.21436	\$ 0.21936	10pm - 8am, every day
	WINTER OFF-PEAK	\$ 0.10218	\$ 0.11218	\$ 0.11718	2pm - 8pm, Monday - Friday
	WINTER SUPER OFF-PEAK	\$ 0.09586	\$ 0.10586	\$ 0.11086	8am - 2pm & 8pm - 10pm, Monday - Friday
					8am - 10pm, Saturday, Sunday & holidays
					10pm - 8am, every day
TOU-D-B Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.53948	\$ 0.54948	\$ 0.55448	2pm - 8pm, Monday - Friday
	SUMMER OFF-PEAK	\$ 0.13900	\$ 0.14900	\$ 0.15400	8am - 2pm & 8pm - 10pm, Monday - Friday
	SUMMER SUPER OFF-PEAK	\$ 0.04430	\$ 0.05430	\$ 0.05930	8am - 10pm, Saturday, Sunday & holidays
	WINTER ON-PEAK	\$ 0.18502	\$ 0.19502	\$ 0.20002	10pm - 8am, every day
	WINTER OFF-PEAK	\$ 0.10219	\$ 0.11219	\$ 0.11719	2pm - 8pm, Monday - Friday
	WINTER SUPER OFF-PEAK	\$ 0.04569	\$ 0.05569	\$ 0.06069	8am - 2pm & 8pm - 10pm, Monday - Friday
					8am - 10pm, Saturday, Sunday & holidays
					10pm - 8am, every day
TOU-D-PRIME Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.39964	\$ 0.40964	\$ 0.41464	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.13217	\$ 0.14217	\$ 0.14717	4pm - 9pm, Saturday, Sunday, & holidays
	SUMMER OFF-PEAK	\$ 0.08305	\$ 0.09305	\$ 0.09805	All other hours
	WINTER MID-PEAK	\$ 0.33419	\$ 0.34419	\$ 0.34919	4pm - 9pm, every day
	WINTER OFF-PEAK	\$ 0.06818	\$ 0.07818	\$ 0.08318	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	\$ 0.06818	\$ 0.07818	\$ 0.08318	8am - 4pm, every day
TOU-D-T Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.18759	\$ 0.19759	\$ 0.20259	12pm - 6pm, Monday - Friday except holidays*
	SUMMER OFF-PEAK	\$ 0.16913	\$ 0.17913	\$ 0.18413	All other hours
	WINTER ON-PEAK	\$ 0.13740	\$ 0.14740	\$ 0.15240	12pm - 6pm, Monday - Friday except holidays*
	WINTER OFF-PEAK	\$ 0.12348	\$ 0.13348	\$ 0.13848	All other hours
TOU-EV-1 Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.37309	\$ 0.38309	\$ 0.38809	12pm - 9pm, every day
	SUMMER OFF-PEAK	\$ 0.04380	\$ 0.05380	\$ 0.05880	9pm - 12pm, every day
	WINTER ON-PEAK	\$ 0.14837	\$ 0.15837	\$ 0.16337	12pm - 9pm, every day
	WINTER OFF-PEAK	\$ 0.05799	\$ 0.06799	\$ 0.07299	9pm - 12pm, every day

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

COMMERCIAL CUSTOMERS

OCPA Rate Schedule	Period	Basic Choice	Smart Choice	100% Renewable Choice	Time Period Definitions
TOU-GS-1-D					
Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.15972	\$ 0.16972	\$ 0.17472	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.14468	\$ 0.15468	\$ 0.15968	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	\$ 0.09645	\$ 0.10645	\$ 0.11145	9pm - 4pm, every day
	WINTER MID-PEAK	\$ 0.15066	\$ 0.16066	\$ 0.16566	4pm - 9pm, every day
	WINTER OFF-PEAK	\$ 0.10775	\$ 0.11775	\$ 0.12275	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	\$ 0.08180	\$ 0.09180	\$ 0.09680	8am - 4pm, every day
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 2-50kV (\$/kWh)	\$ (0.00062)	\$ (0.00062)	\$ (0.00062)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 51-219kV (\$/kWh)	\$ (0.00121)	\$ (0.00121)	\$ (0.00121)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kV (\$/kWh)	\$ (0.00125)	\$ (0.00125)	\$ (0.00125)	All electric usage
DEMAND CHARGE (\$/KW)					
	SUMMER ON-PEAK	\$ 21.84	\$ 21.84	\$ 21.84	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK	\$ 6.71	\$ 6.71	\$ 6.71	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER ON-PEAK AND WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 2-50kV (\$/kW)	\$ (0.19)	\$ (0.19)	\$ (0.19)	4pm - 9pm, Monday - Friday
	SUMMER ON-PEAK AND WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 51-219kV (\$/kW)	\$ (0.46)	\$ (0.46)	\$ (0.46)	4pm - 9pm, Monday - Friday
	SUMMER ON-PEAK AND WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 220kV (\$/kW)	\$ (0.46)	\$ (0.46)	\$ (0.46)	4pm - 9pm, Monday - Friday
TOU-GS-1-E					
Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.58284	\$ 0.59284	\$ 0.59784	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.15862	\$ 0.16862	\$ 0.17362	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	\$ 0.11474	\$ 0.12474	\$ 0.12974	9pm - 4pm, every day
	WINTER MID-PEAK	\$ 0.23830	\$ 0.24830	\$ 0.25330	4pm - 9pm, every day
	WINTER OFF-PEAK	\$ 0.13447	\$ 0.14447	\$ 0.14947	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	\$ 0.07282	\$ 0.08282	\$ 0.08782	8am - 4pm, every day
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 2-50kV (\$/kWh)	\$ (0.00175)	\$ (0.00175)	\$ (0.00175)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 51-219kV (\$/kWh)	\$ (0.00381)	\$ (0.00381)	\$ (0.00381)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kV (\$/kWh)	\$ (0.00385)	\$ (0.00385)	\$ (0.00385)	All electric usage
TOU-GS-1-ES					
Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.62924	\$ 0.63924	\$ 0.64424	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.17116	\$ 0.18116	\$ 0.18616	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	\$ 0.12359	\$ 0.13359	\$ 0.13859	9pm - 4pm, every day
	WINTER MID-PEAK	\$ 0.22274	\$ 0.23274	\$ 0.23774	4pm - 9pm, every day
	WINTER OFF-PEAK	\$ 0.12595	\$ 0.13595	\$ 0.14095	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	\$ 0.06822	\$ 0.07822	\$ 0.08322	8am - 4pm, every day
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 2-50kV (\$/kWh)	\$ (0.00175)	\$ (0.00175)	\$ (0.00175)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 51-219kV (\$/kWh)	\$ (0.00381)	\$ (0.00381)	\$ (0.00381)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kV (\$/kWh)	\$ (0.00385)	\$ (0.00385)	\$ (0.00385)	All electric usage
TOU-GS-1-A					
Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.21215	\$ 0.22215	\$ 0.22715	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.19873	\$ 0.20873	\$ 0.21373	8am - 12pm & 6pm - 11pm, Monday - Friday
	SUMMER OFF-PEAK	\$ 0.19140	\$ 0.20140	\$ 0.20640	All other hours
	WINTER MID-PEAK	\$ 0.14239	\$ 0.15239	\$ 0.15739	8am - 9pm, Monday - Friday
	WINTER OFF-PEAK	\$ 0.12862	\$ 0.13862	\$ 0.14362	All other hours
TOU-GS-1-B					
Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.11785	\$ 0.12785	\$ 0.13285	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.11053	\$ 0.12053	\$ 0.12553	8am - 12pm & 6pm - 11pm, Monday - Friday
	SUMMER OFF-PEAK	\$ 0.10652	\$ 0.11652	\$ 0.12152	All other hours
	WINTER MID-PEAK	\$ 0.14239	\$ 0.15239	\$ 0.15739	8am - 9pm, Monday - Friday
	WINTER OFF-PEAK	\$ 0.12862	\$ 0.13862	\$ 0.14362	All other hours
DEMAND CHARGE (\$/KW)					
	SUMMER ON-PEAK	\$ 16.03	\$ 16.03	\$ 16.03	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	\$ 5.21	\$ 5.21	\$ 5.21	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	\$ 0.15408	\$ 0.16408	\$ 0.16908	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.14092	\$ 0.15092	\$ 0.15592	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	\$ 0.09219	\$ 0.10219	\$ 0.10719	9pm - 4pm, every day
	WINTER MID-PEAK	\$ 0.10561	\$ 0.11561	\$ 0.12061	4pm - 9pm, every day
	WINTER OFF-PEAK	\$ 0.10623	\$ 0.11623	\$ 0.12123	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	\$ 0.05812	\$ 0.06812	\$ 0.07312	8am - 4pm, every day
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 2-50kv (\$/kWh)	\$ (0.00124)	\$ (0.00124)	\$ (0.00124)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 51-219kv (\$/kWh)	\$ (0.00271)	\$ (0.00271)	\$ (0.00271)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kv (\$/kWh)	\$ (0.00273)	\$ (0.00273)	\$ (0.00273)	All electric usage
DEMAND CHARGE (\$/KW)	SUMMER ON-PEAK	\$ 27.68	\$ 27.68	\$ 27.68	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK	\$ 7.26	\$ 7.26	\$ 7.26	4pm - 9pm, every day
	SUMMER ON-PEAK VOLTAGE DISCOUNT - DEMAND 2-50kv (\$/kW)	\$ (0.63)	\$ (0.63)	\$ (0.63)	4pm - 9pm, Monday - Friday
	SUMMER ON-PEAK VOLTAGE DISCOUNT - DEMAND 51-219kv (\$/kW)	\$ (1.46)	\$ (1.46)	\$ (1.46)	4pm - 9pm, Monday - Friday
	SUMMER ON-PEAK VOLTAGE DISCOUNT - DEMAND 220kv (\$/kW)	\$ (1.47)	\$ (1.47)	\$ (1.47)	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 2-50kv (\$/kW)	\$ (0.17)	\$ (0.17)	\$ (0.17)	4pm - 9pm, every day
	WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 51-219kv (\$/kW)	\$ (0.38)	\$ (0.38)	\$ (0.38)	4pm - 9pm, every day
	WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 220kv (\$/kW)	\$ (0.38)	\$ (0.38)	\$ (0.38)	4pm - 9pm, every day
TOU-GS-2-E					
Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.50586	\$ 0.51586	\$ 0.52086	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.14092	\$ 0.15092	\$ 0.15592	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	\$ 0.09219	\$ 0.10219	\$ 0.10719	9pm - 4pm, every day
	WINTER MID-PEAK	\$ 0.16136	\$ 0.17136	\$ 0.17636	4pm - 9pm, every day
	WINTER OFF-PEAK	\$ 0.10623	\$ 0.11623	\$ 0.12123	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	\$ 0.05812	\$ 0.06812	\$ 0.07312	8am - 4pm, every day
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 2-50kv (\$/kWh)	\$ (0.00184)	\$ (0.00184)	\$ (0.00184)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 51-219kv (\$/kWh)	\$ (0.00409)	\$ (0.00409)	\$ (0.00409)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kv (\$/kWh)	\$ (0.00412)	\$ (0.00412)	\$ (0.00412)	All electric usage
DEMAND CHARGE (\$/KW)	SUMMER ON-PEAK	\$ 7.79	\$ 7.79	\$ 7.79	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK	\$ 3.01	\$ 3.01	\$ 3.01	4pm - 9pm, every day
	SUMMER ON-PEAK VOLTAGE DISCOUNT - DEMAND 2-50kv (\$/kW)	\$ (0.26)	\$ (0.26)	\$ (0.26)	4pm - 9pm, Monday - Friday
	SUMMER ON-PEAK VOLTAGE DISCOUNT - DEMAND 51-219kv (\$/kW)	\$ (0.60)	\$ (0.60)	\$ (0.60)	4pm - 9pm, Monday - Friday
	SUMMER ON-PEAK VOLTAGE DISCOUNT - DEMAND 220kv (\$/kW)	\$ (0.61)	\$ (0.61)	\$ (0.61)	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 2-50kv (\$/kW)	\$ (0.07)	\$ (0.07)	\$ (0.07)	4pm - 9pm, every day
	WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 51-219kv (\$/kW)	\$ (0.16)	\$ (0.16)	\$ (0.16)	4pm - 9pm, every day
	WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 220kv (\$/kW)	\$ (0.16)	\$ (0.16)	\$ (0.16)	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	\$ 0.11288	\$ 0.12288	\$ 0.12788	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.10592	\$ 0.11592	\$ 0.12092	8am - 12pm & 6pm - 11pm, Monday - Friday
	SUMMER OFF-PEAK	\$ 0.10209	\$ 0.11209	\$ 0.11709	All other hours
	WINTER MID-PEAK	\$ 0.13606	\$ 0.14606	\$ 0.15106	8am - 9pm, Monday - Friday
	WINTER OFF-PEAK	\$ 0.08243	\$ 0.09243	\$ 0.09743	All other hours
DEMAND CHARGE (\$/KW)	SUMMER ON-PEAK	\$ 19.20	\$ 19.20	\$ 19.20	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	\$ 6.45	\$ 6.45	\$ 6.45	8am - 12pm & 6pm - 11pm, Monday - Friday
TOU-GS-2-R Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.36635	\$ 0.37635	\$ 0.38135	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.17669	\$ 0.18669	\$ 0.19169	8am - 12pm & 6pm - 11pm, Monday - Friday
	SUMMER OFF-PEAK	\$ 0.10209	\$ 0.11209	\$ 0.11709	All other hours
	WINTER MID-PEAK	\$ 0.13606	\$ 0.14606	\$ 0.15106	8am - 9pm, Monday - Friday
	WINTER OFF-PEAK	\$ 0.08243	\$ 0.09243	\$ 0.09743	All other hours
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 2-50kv (\$/kWh)	\$ (0.00313)	\$ (0.00313)	\$ (0.00313)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 51-219kv (\$/kWh)	\$ (0.00707)	\$ (0.00707)	\$ (0.00707)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kv (\$/kWh)	\$ (0.00712)	\$ (0.00712)	\$ (0.00712)	All electric usage
TOU-GS-3-D Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.14322	\$ 0.15322	\$ 0.15822	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.13102	\$ 0.14102	\$ 0.14602	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	\$ 0.09004	\$ 0.10004	\$ 0.10504	9pm - 4pm, every day
	WINTER MID-PEAK	\$ 0.10317	\$ 0.11317	\$ 0.11817	4pm - 9pm, every day
	WINTER OFF-PEAK	\$ 0.10377	\$ 0.11377	\$ 0.11877	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	\$ 0.05679	\$ 0.06679	\$ 0.07179	8am - 4pm, every day
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 2-50kv (\$/kWh)	\$ (0.00124)	\$ (0.00124)	\$ (0.00124)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 51-219kv (\$/kWh)	\$ (0.00270)	\$ (0.00270)	\$ (0.00270)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kv (\$/kWh)	\$ (0.00273)	\$ (0.00273)	\$ (0.00273)	All electric usage
DEMAND CHARGE (\$/KW)	SUMMER ON-PEAK	\$ 23.78	\$ 23.78	\$ 23.78	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK	\$ 8.60	\$ 8.60	\$ 8.60	4pm - 9pm, every day
	SUMMER ON-PEAK VOLTAGE DISCOUNT - DEMAND 2-50kv (\$/kW)	\$ (0.55)	\$ (0.55)	\$ (0.55)	4pm - 9pm, Monday - Friday
	SUMMER ON-PEAK VOLTAGE DISCOUNT - DEMAND 51-219kv (\$/kW)	\$ (1.27)	\$ (1.27)	\$ (1.27)	4pm - 9pm, Monday - Friday
	SUMMER ON-PEAK VOLTAGE DISCOUNT - DEMAND 220kv (\$/kW)	\$ (1.28)	\$ (1.28)	\$ (1.28)	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 2-50kv (\$/kW)	\$ (0.20)	\$ (0.20)	\$ (0.20)	4pm - 9pm, every day
	WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 51-219kv (\$/kW)	\$ (0.47)	\$ (0.47)	\$ (0.47)	4pm - 9pm, every day
	WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 220kv (\$/kW)	\$ (0.47)	\$ (0.47)	\$ (0.47)	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	\$ 0.41364	\$ 0.42364	\$ 0.42864	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.13102	\$ 0.14102	\$ 0.14602	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	\$ 0.09004	\$ 0.10004	\$ 0.10504	9pm - 4pm, every day
	WINTER MID-PEAK	\$ 0.16313	\$ 0.17313	\$ 0.17813	4pm - 9pm, every day
	WINTER OFF-PEAK	\$ 0.10377	\$ 0.11377	\$ 0.11877	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	\$ 0.05679	\$ 0.06679	\$ 0.07179	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)	\$ (0.00506)	\$ (0.00506)	\$ (0.00506)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kV (\$/kWh)	\$ (0.00510)	\$ (0.00510)	\$ (0.00510)	All electric usage
DEMAND CHARGE (\$/KW)	SUMMER ON-PEAK	\$ 6.69	\$ 6.69	\$ 6.69	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK	\$ 3.56	\$ 3.56	\$ 3.56	4pm - 9pm, every day
	SUMMER ON-PEAK VOLTAGE DISCOUNT - DEMAND 2-50kV (\$/kW)	\$ (0.23)	\$ (0.23)	\$ (0.23)	4pm - 9pm, Monday - Friday
	SUMMER ON-PEAK VOLTAGE DISCOUNT - DEMAND 51-219kV (\$/kW)	\$ (0.52)	\$ (0.52)	\$ (0.52)	4pm - 9pm, Monday - Friday
	SUMMER ON-PEAK VOLTAGE DISCOUNT - DEMAND 220kV (\$/kW)	\$ (0.53)	\$ (0.53)	\$ (0.53)	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 2-50kV (\$/kW)	\$ (0.09)	\$ (0.09)	\$ (0.09)	4pm - 9pm, every day
	WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 51-219kV (\$/kW)	\$ (0.19)	\$ (0.19)	\$ (0.19)	4pm - 9pm, every day
	WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 220kV (\$/kW)	\$ (0.19)	\$ (0.19)	\$ (0.19)	4pm - 9pm, every day
TOU-GS-3-B					
Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.10778	\$ 0.11778	\$ 0.12278	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.10096	\$ 0.11096	\$ 0.11596	8am - 12pm & 6pm - 11pm, Monday - Friday
	SUMMER OFF-PEAK	\$ 0.09749	\$ 0.10749	\$ 0.11249	All other hours
	WINTER MID-PEAK	\$ 0.13552	\$ 0.14552	\$ 0.15052	8am - 9pm, Monday - Friday
	WINTER OFF-PEAK	\$ 0.08096	\$ 0.09096	\$ 0.09596	All other hours
DEMAND CHARGE (\$/KW)	SUMMER ON-PEAK	\$ 15.93	\$ 15.93	\$ 15.93	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	\$ 5.32	\$ 5.32	\$ 5.32	8am - 12pm & 6pm - 11pm, Monday - Friday
TOU-GS-3-R					
Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.30393	\$ 0.31393	\$ 0.31893	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.15229	\$ 0.16229	\$ 0.16729	8am - 12pm & 6pm - 11pm, Monday - Friday
	SUMMER OFF-PEAK	\$ 0.09749	\$ 0.10749	\$ 0.11249	All other hours
	WINTER MID-PEAK	\$ 0.13552	\$ 0.14552	\$ 0.15052	8am - 9pm, Monday - Friday
	WINTER OFF-PEAK	\$ 0.08096	\$ 0.09096	\$ 0.09596	All other hours
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 2-50kV (\$/kWh)	\$ (0.00266)	\$ (0.00266)	\$ (0.00266)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 51-219kV (\$/kWh)	\$ (0.00596)	\$ (0.00596)	\$ (0.00596)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kV (\$/kWh)	\$ (0.00602)	\$ (0.00602)	\$ (0.00602)	All electric usage
TOU-8-SEC-D					
Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.14102	\$ 0.15102	\$ 0.15602	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.12901	\$ 0.13901	\$ 0.14401	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	\$ 0.08892	\$ 0.09892	\$ 0.10392	9pm - 4pm, every day
	WINTER MID-PEAK	\$ 0.10190	\$ 0.11190	\$ 0.11690	4pm - 9pm, every day
	WINTER OFF-PEAK	\$ 0.10251	\$ 0.11251	\$ 0.11751	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	\$ 0.05603	\$ 0.06603	\$ 0.07103	8am - 4pm, every day
DEMAND CHARGE (\$/KW)	SUMMER ON-PEAK	\$ 24.72	\$ 24.72	\$ 24.72	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK	\$ 7.57	\$ 7.57	\$ 7.57	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	\$ 0.13516	\$ 0.14516	\$ 0.15016	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.12389	\$ 0.13389	\$ 0.13889	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	\$ 0.08525	\$ 0.09525	\$ 0.10025	9pm - 4pm, every day
	WINTER MID-PEAK	\$ 0.09790	\$ 0.10790	\$ 0.11290	4pm - 9pm, every day
	WINTER OFF-PEAK	\$ 0.09867	\$ 0.10867	\$ 0.11367	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	\$ 0.05395	\$ 0.06395	\$ 0.06895	8am - 4pm, every day
DEMAND CHARGE (\$/KW)	SUMMER ON-PEAK	\$ 23.79	\$ 23.79	\$ 23.79	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK	\$ 8.90	\$ 8.90	\$ 8.90	4pm - 9pm, every day
TOU-8-SUB-D Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.12687	\$ 0.13687	\$ 0.14187	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.11664	\$ 0.12664	\$ 0.13164	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	\$ 0.07984	\$ 0.08984	\$ 0.09484	9pm - 4pm, every day
	WINTER MID-PEAK	\$ 0.09171	\$ 0.10171	\$ 0.10671	4pm - 9pm, every day
	WINTER OFF-PEAK	\$ 0.09278	\$ 0.10278	\$ 0.10778	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	\$ 0.05070	\$ 0.06070	\$ 0.06570	8am - 4pm, every day
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kv (\$/kWh)	\$ (0.00080)	\$ (0.00080)	\$ (0.00080)	All electric usage
DEMAND CHARGE (\$/KW)	SUMMER ON-PEAK	\$ 26.27	\$ 26.27	\$ 26.27	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK	\$ 8.50	\$ 8.50	\$ 8.50	4pm - 9pm, every day
	SUMMER ON-PEAK VOLTAGE DISCOUNT - DEMAND 220kv (\$/kW)	\$ (0.27)	\$ (0.27)	\$ (0.27)	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 220kv (\$/kW)	\$ (0.09)	\$ (0.09)	\$ (0.09)	4pm - 9pm, every day
TOU-8-SEC-E Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.39459	\$ 0.40459	\$ 0.40959	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.12901	\$ 0.13901	\$ 0.14401	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	\$ 0.08892	\$ 0.09892	\$ 0.10392	9pm - 4pm, every day
	WINTER MID-PEAK	\$ 0.15094	\$ 0.16094	\$ 0.16594	4pm - 9pm, every day
	WINTER OFF-PEAK	\$ 0.10251	\$ 0.11251	\$ 0.11751	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	\$ 0.05603	\$ 0.06603	\$ 0.07103	8am - 4pm, every day
DEMAND CHARGE (\$/KW)	SUMMER ON-PEAK	\$ 6.95	\$ 6.95	\$ 6.95	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK	\$ 3.14	\$ 3.14	\$ 3.14	4pm - 9pm, every day
TOU-8-PRI-E Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.37536	\$ 0.38536	\$ 0.39036	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.12389	\$ 0.13389	\$ 0.13889	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	\$ 0.08525	\$ 0.09525	\$ 0.10025	9pm - 4pm, every day
	WINTER MID-PEAK	\$ 0.17513	\$ 0.18513	\$ 0.19013	4pm - 9pm, every day
	WINTER OFF-PEAK	\$ 0.09867	\$ 0.10867	\$ 0.11367	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	\$ 0.05395	\$ 0.06395	\$ 0.06895	8am - 4pm, every day
DEMAND CHARGE (\$/KW)	SUMMER ON-PEAK	\$ 5.84	\$ 5.84	\$ 5.84	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK	\$ 1.01	\$ 1.01	\$ 1.01	4pm - 9pm, every day
TOU-8-SUB-E Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.41217	\$ 0.42217	\$ 0.42717	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.11664	\$ 0.12664	\$ 0.13164	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	\$ 0.07984	\$ 0.08984	\$ 0.09484	9pm - 4pm, every day
	WINTER MID-PEAK	\$ 0.15403	\$ 0.16403	\$ 0.16903	4pm - 9pm, every day
	WINTER OFF-PEAK	\$ 0.09278	\$ 0.10278	\$ 0.10778	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	\$ 0.05070	\$ 0.06070	\$ 0.06570	8am - 4pm, every day
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kv (\$/kWh)	\$ (0.00103)	\$ (0.00103)	\$ (0.00103)	All electric usage
DEMAND CHARGE (\$/KW)	SUMMER ON-PEAK	\$ 2.50	\$ 2.50	\$ 2.50	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK	\$ 1.21	\$ 1.21	\$ 1.21	4pm - 9pm, every day
	SUMMER ON-PEAK VOLTAGE DISCOUNT - DEMAND 220kv (\$/kW)	\$ (0.03)	\$ (0.03)	\$ (0.03)	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	\$ 0.10630	\$ 0.11630	\$ 0.12130	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.09924	\$ 0.10924	\$ 0.11424	8am - 12pm & 6pm - 11pm, Monday - Friday
	SUMMER OFF-PEAK	\$ 0.09614	\$ 0.10614	\$ 0.11114	All other hours
	WINTER MID-PEAK	\$ 0.12874	\$ 0.13874	\$ 0.14374	8am - 9pm, Monday - Friday
	WINTER OFF-PEAK	\$ 0.08120	\$ 0.09120	\$ 0.09620	All other hours
DEMAND CHARGE (\$/KW)	SUMMER ON-PEAK	\$ 17.02	\$ 17.02	\$ 17.02	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	\$ 5.58	\$ 5.58	\$ 5.58	8am - 12pm & 6pm - 11pm, Monday - Friday
TOU-8-PRI-B Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.10221	\$ 0.11221	\$ 0.11721	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.09501	\$ 0.10501	\$ 0.11001	8am - 12pm & 6pm - 11pm, Monday - Friday
	SUMMER OFF-PEAK	\$ 0.09245	\$ 0.10245	\$ 0.10745	All other hours
	WINTER MID-PEAK	\$ 0.13353	\$ 0.14353	\$ 0.14853	8am - 9pm, Monday - Friday
	WINTER OFF-PEAK	\$ 0.07982	\$ 0.08982	\$ 0.09482	All other hours
DEMAND CHARGE (\$/KW)	SUMMER ON-PEAK	\$ 16.75	\$ 16.75	\$ 16.75	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	\$ 5.38	\$ 5.38	\$ 5.38	8am - 12pm & 6pm - 11pm, Monday - Friday
TOU-8-SUB-B Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.09579	\$ 0.10579	\$ 0.11079	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.08876	\$ 0.09876	\$ 0.10376	8am - 12pm & 6pm - 11pm, Monday - Friday
	SUMMER OFF-PEAK	\$ 0.08665	\$ 0.09665	\$ 0.10165	All other hours
	WINTER MID-PEAK	\$ 0.12344	\$ 0.13344	\$ 0.13844	8am - 9pm, Monday - Friday
	WINTER OFF-PEAK	\$ 0.07568	\$ 0.08568	\$ 0.09068	All other hours
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kv (\$/kWh)	\$ (0.00080)	\$ (0.00080)	\$ (0.00080)	All electric usage
DEMAND CHARGE (\$/KW)	SUMMER ON-PEAK	\$ 19.14	\$ 19.14	\$ 19.14	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	\$ 6.19	\$ 6.19	\$ 6.19	8am - 12pm & 6pm - 11pm, Monday - Friday
	SUMMER ON-PEAK AND MID-PEAK VOLTAGE DISCOUNT - DEMAND 220kv (\$/kw)	\$ (0.40)	\$ (0.40)	\$ (0.40)	8am - 11pm, Monday - Friday
TOU-8-SEC-R Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.30177	\$ 0.31177	\$ 0.31677	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.14682	\$ 0.15682	\$ 0.16182	8am - 12pm & 6pm - 11pm, Monday - Friday
	SUMMER OFF-PEAK	\$ 0.09614	\$ 0.10614	\$ 0.11114	All other hours
	WINTER MID-PEAK	\$ 0.12874	\$ 0.13874	\$ 0.14374	8am - 9pm, Monday - Friday
	WINTER OFF-PEAK	\$ 0.08120	\$ 0.09120	\$ 0.09620	All other hours
TOU-8-PRI-R Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.29166	\$ 0.30166	\$ 0.30666	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.13791	\$ 0.14791	\$ 0.15291	8am - 12pm & 6pm - 11pm, Monday - Friday
	SUMMER OFF-PEAK	\$ 0.09245	\$ 0.10245	\$ 0.10745	All other hours
	WINTER MID-PEAK	\$ 0.13353	\$ 0.14353	\$ 0.14853	8am - 9pm, Monday - Friday
	WINTER OFF-PEAK	\$ 0.07982	\$ 0.08982	\$ 0.09482	All other hours
TOU-8-SUB-R Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.28929	\$ 0.29929	\$ 0.30429	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.13129	\$ 0.14129	\$ 0.14629	8am - 12pm & 6pm - 11pm, Monday - Friday
	SUMMER OFF-PEAK	\$ 0.08665	\$ 0.09665	\$ 0.10165	All other hours
	WINTER MID-PEAK	\$ 0.12344	\$ 0.13344	\$ 0.13844	8am - 9pm, Monday - Friday
	WINTER OFF-PEAK	\$ 0.07568	\$ 0.08568	\$ 0.09068	All other hours
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kv (\$/kWh)	\$ (0.00127)	\$ (0.00127)	\$ (0.00127)	All electric usage
TOU-8-SEC-RBU Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.14102	\$ 0.15102	\$ 0.15602	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.12901	\$ 0.13901	\$ 0.14401	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	\$ 0.08892	\$ 0.09892	\$ 0.10392	9pm - 4pm, every day
	WINTER MID-PEAK	\$ 0.10190	\$ 0.11190	\$ 0.11690	4pm - 9pm, every day
	WINTER OFF-PEAK	\$ 0.10251	\$ 0.11251	\$ 0.11751	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	\$ 0.05603	\$ 0.06603	\$ 0.07103	8am - 4pm, every day
DEMAND CHARGE (\$/KW)	SUMMER ON-PEAK	\$ 24.72	\$ 24.72	\$ 24.72	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK	\$ 7.57	\$ 7.57	\$ 7.57	4pm - 9pm, every day

COMMERCIAL CUSTOMERS

OCPA Rate Schedule	Period	Basic Choice	Smart Choice	100% Renewable Choice	Time Period Definitions
TOU-8-PRI-RBU					
Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.13516	\$ 0.14516	\$ 0.15016	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.12389	\$ 0.13389	\$ 0.13889	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	\$ 0.08525	\$ 0.09525	\$ 0.10025	9pm - 4pm, every day
	WINTER MID-PEAK	\$ 0.09790	\$ 0.10790	\$ 0.11290	4pm - 9pm, every day
	WINTER OFF-PEAK	\$ 0.09867	\$ 0.10867	\$ 0.11367	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	\$ 0.05395	\$ 0.06395	\$ 0.06895	8am - 4pm, every day
DEMAND CHARGE (\$/KW)	SUMMER ON-PEAK	\$ 23.79	\$ 23.79	\$ 23.79	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK	\$ 8.90	\$ 8.90	\$ 8.90	4pm - 9pm, every day
TOU-8-SUB-RBU					
Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.12687	\$ 0.13687	\$ 0.14187	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.11664	\$ 0.12664	\$ 0.13164	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	\$ 0.07984	\$ 0.08984	\$ 0.09484	9pm - 4pm, every day
	WINTER MID-PEAK	\$ 0.09171	\$ 0.10171	\$ 0.10671	4pm - 9pm, every day
	WINTER OFF-PEAK	\$ 0.09278	\$ 0.10278	\$ 0.10778	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	\$ 0.05070	\$ 0.06070	\$ 0.06570	8am - 4pm, every day
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kv (\$/kWh)	\$ (0.00080)	\$ (0.00080)	\$ (0.00080)	All electric usage
DEMAND CHARGE (\$/KW)	SUMMER ON-PEAK	\$ 26.27	\$ 26.27	\$ 26.27	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK	\$ 8.50	\$ 8.50	\$ 8.50	4pm - 9pm, every day
	SUMMER ON-PEAK VOLTAGE DISCOUNT - DEMAND 220kv (\$/kW)	\$ (0.27)	\$ (0.27)	\$ (0.27)	4pm - 9pm, Monday - Friday
	WINTER WEEKDAYS VOLTAGE DISCOUNT - DEMAND 220kv (\$/kW)	\$ (0.09)	\$ (0.09)	\$ (0.09)	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	\$ 0.43831	\$ 0.44831	\$ 0.45331	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.15862	\$ 0.16862	\$ 0.17362	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	\$ 0.13118	\$ 0.14118	\$ 0.14618	9pm - 4pm, every day
	WINTER MID-PEAK	\$ 0.23830	\$ 0.24830	\$ 0.25330	4pm - 9pm, every day
	WINTER OFF-PEAK	\$ 0.15351	\$ 0.16351	\$ 0.16851	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	\$ 0.07282	\$ 0.08282	\$ 0.08782	8am - 4pm, every day
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 2-50kv (\$/kWh)	\$ (0.00175)	\$ (0.00175)	\$ (0.00175)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 51-219kv (\$/kWh)	\$ (0.00381)	\$ (0.00381)	\$ (0.00381)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kv (\$/kWh)	\$ (0.00385)	\$ (0.00385)	\$ (0.00385)	All electric usage
TOU-EV-8					
				Summer - June through September; Winter - October through May	
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.48386	\$ 0.49386	\$ 0.49886	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.14092	\$ 0.15092	\$ 0.15592	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	\$ 0.11014	\$ 0.12014	\$ 0.12514	9pm - 4pm, every day
	WINTER MID-PEAK	\$ 0.20076	\$ 0.21076	\$ 0.21576	4pm - 9pm, every day
	WINTER OFF-PEAK	\$ 0.12858	\$ 0.13858	\$ 0.14358	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	\$ 0.05812	\$ 0.06812	\$ 0.07312	8am - 4pm, every day
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 2-50kv (\$/kWh)	\$ (0.00313)	\$ (0.00313)	\$ (0.00313)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 51-219kv (\$/kWh)	\$ (0.00707)	\$ (0.00707)	\$ (0.00707)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kv (\$/kWh)	\$ (0.00712)	\$ (0.00712)	\$ (0.00712)	All electric usage
TOU-EV-9-SEC					
				Summer - June through September; Winter - October through May	
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.37152	\$ 0.38152	\$ 0.38652	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.12901	\$ 0.13901	\$ 0.14401	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	\$ 0.10123	\$ 0.11123	\$ 0.11623	9pm - 4pm, every day
	WINTER MID-PEAK	\$ 0.18560	\$ 0.19560	\$ 0.20060	4pm - 9pm, every day
	WINTER OFF-PEAK	\$ 0.11553	\$ 0.12553	\$ 0.13053	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	\$ 0.05603	\$ 0.06603	\$ 0.07103	8am - 4pm, every day
TOU-EV-9-PRI					
				Summer - June through September; Winter - October through May	
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.34126	\$ 0.35126	\$ 0.35626	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.12389	\$ 0.13389	\$ 0.13889	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	\$ 0.09590	\$ 0.10590	\$ 0.11090	9pm - 4pm, every day
	WINTER MID-PEAK	\$ 0.18504	\$ 0.19504	\$ 0.20004	4pm - 9pm, every day
	WINTER OFF-PEAK	\$ 0.10910	\$ 0.11910	\$ 0.12410	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	\$ 0.05395	\$ 0.06395	\$ 0.06895	8am - 4pm, every day
TOU-EV-9-SUB					
				Summer - June through September; Winter - October through May	
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.33262	\$ 0.34262	\$ 0.34762	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.11664	\$ 0.12664	\$ 0.13164	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	\$ 0.08948	\$ 0.09948	\$ 0.10448	9pm - 4pm, every day
	WINTER MID-PEAK	\$ 0.16437	\$ 0.17437	\$ 0.17937	4pm - 9pm, every day
	WINTER OFF-PEAK	\$ 0.10128	\$ 0.11128	\$ 0.11628	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	\$ 0.05070	\$ 0.06070	\$ 0.06570	8am - 4pm, every day
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kv (\$/kWh)	\$ (0.00127)	\$ (0.00127)	\$ (0.00127)	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	\$ 0.15515	\$ 0.16515	\$ 0.17015	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.14188	\$ 0.15188	\$ 0.15688	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	\$ 0.09554	\$ 0.10554	\$ 0.11054	9pm - 4pm, every day
	WINTER MID-PEAK	\$ 0.12255	\$ 0.13255	\$ 0.13755	4pm - 9pm, every day
	WINTER OFF-PEAK	\$ 0.09851	\$ 0.10851	\$ 0.11351	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	\$ 0.08484	\$ 0.09484	\$ 0.09984	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)	\$ (0.00277)	\$ (0.00277)	\$ (0.00277)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kV (\$/kWh)	\$ (0.00279)	\$ (0.00279)	\$ (0.00279)	All electric usage
DEMAND CHARGE (\$/KW)	SUMMER ON-PEAK	\$ 15.22	\$ 15.22	\$ 15.22	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK	\$ 3.44	\$ 3.44	\$ 3.44	4pm - 9pm, every day
	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
	WINTER WIND MACHINE CREDIT (\$/kW)	\$ (9.86)	\$ (9.86)	\$ (9.86)	All electric usage
TOU-PA-2-D5		Summer - June through September; Winter - October through May			
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.30421	\$ 0.31421	\$ 0.31921	5pm - 8pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.28722	\$ 0.29722	\$ 0.30222	5pm - 8pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	\$ 0.08984	\$ 0.09984	\$ 0.10484	8pm - 5pm, every day
	WINTER MID-PEAK	\$ 0.13064	\$ 0.14064	\$ 0.14564	5pm - 8pm, every day
	WINTER OFF-PEAK	\$ 0.10495	\$ 0.11495	\$ 0.11995	8pm - 8am, every day
	WINTER SUPER OFF-PEAK	\$ 0.09033	\$ 0.10033	\$ 0.10533	8am - 5pm, 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)	\$ (0.00297)	\$ (0.00297)	\$ (0.00297)	All electric usage
DEMAND CHARGE (\$/KW)	SUMMER ON-PEAK	\$ 14.56	\$ 14.56	\$ 14.56	5pm - 8pm, Monday - Friday
	WINTER MID-PEAK	\$ 2.17	\$ 2.17	\$ 2.17	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
	WINTER WIND MACHINE CREDIT (\$/kW)	\$ (9.86)	\$ (9.86)	\$ (9.86)	All electric usage

AGRICULTURE CUSTOMERS					
OCPA Rate Schedule	Period	Basic Choice	Smart Choice	100% Renewable Choice	Time Period Definitions
TOU-PA-2-E					
Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.51076	\$ 0.52076	\$ 0.52576	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.14188	\$ 0.15188	\$ 0.15688	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	\$ 0.09554	\$ 0.10554	\$ 0.11054	9pm - 4pm, every day
	WINTER MID-PEAK	\$ 0.14109	\$ 0.15109	\$ 0.15609	4pm - 9pm, every day
	WINTER OFF-PEAK	\$ 0.11326	\$ 0.12326	\$ 0.12826	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	\$ 0.09743	\$ 0.10743	\$ 0.11243	8am - 4pm, every day
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 2-50kv (\$/kWh)	\$ (0.00203)	\$ (0.00203)	\$ (0.00203)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 51-219kv (\$/kWh)	\$ (0.00452)	\$ (0.00452)	\$ (0.00452)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kv (\$/kWh)	\$ (0.00454)	\$ (0.00454)	\$ (0.00454)	All electric usage
DEMAND CHARGE (\$/KW)	YEAR ROUND WIND MACHINE CREDIT (\$/kW)	\$ (9.86)	\$ (9.86)	\$ (9.86)	All electric usage
TOU-PA-2-E5					
Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.84653	\$ 0.85653	\$ 0.86153	5pm - 8pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.28722	\$ 0.29722	\$ 0.30222	5pm - 8pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	\$ 0.08984	\$ 0.09984	\$ 0.10484	8pm - 5pm, every day
	WINTER MID-PEAK	\$ 0.14171	\$ 0.15171	\$ 0.15671	5pm - 8pm, every day
	WINTER OFF-PEAK	\$ 0.11376	\$ 0.12376	\$ 0.12876	8pm - 8am, every day
	WINTER SUPER OFF-PEAK	\$ 0.09786	\$ 0.10786	\$ 0.11286	8am - 5pm, every day
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 2-50kv (\$/kWh)	\$ (0.00203)	\$ (0.00203)	\$ (0.00203)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 51-219kv (\$/kWh)	\$ (0.00452)	\$ (0.00452)	\$ (0.00452)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kv (\$/kWh)	\$ (0.00454)	\$ (0.00454)	\$ (0.00454)	All electric usage
DEMAND CHARGE (\$/KW)	YEAR ROUND WIND MACHINE CREDIT (\$/kW)	\$ (9.86)	\$ (9.86)	\$ (9.86)	All electric usage
TOU-PA-2-A					
Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.32378	\$ 0.33378	\$ 0.33878	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.15057	\$ 0.16057	\$ 0.16557	8am - 12pm & 6pm - 11pm, Monday - Friday
	SUMMER OFF-PEAK	\$ 0.10359	\$ 0.11359	\$ 0.11859	All other hours
	WINTER MID-PEAK	\$ 0.13985	\$ 0.14985	\$ 0.15485	8am - 9pm, Monday - Friday
	WINTER OFF-PEAK	\$ 0.09410	\$ 0.10410	\$ 0.10910	All other hours
DEMAND CHARGE (\$/KW)	YEAR ROUND WIND MACHINE CREDIT (\$/kW)	\$ (9.86)	\$ (9.86)	\$ (9.86)	All electric usage
TOU-PA-2-B					
Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.11457	\$ 0.12457	\$ 0.12957	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.10624	\$ 0.11624	\$ 0.12124	8am - 12pm & 6pm - 11pm, Monday - Friday
	SUMMER OFF-PEAK	\$ 0.10359	\$ 0.11359	\$ 0.11859	All other hours
	WINTER MID-PEAK	\$ 0.13985	\$ 0.14985	\$ 0.15485	8am - 9pm, Monday - Friday
	WINTER OFF-PEAK	\$ 0.09410	\$ 0.10410	\$ 0.10910	All other hours
DEMAND CHARGE (\$/KW)	SUMMER ON-PEAK	\$ 10.80	\$ 10.80	\$ 10.80	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	\$ 3.31	\$ 3.31	\$ 3.31	8am - 12pm & 6pm - 11pm, Monday - Friday
	WINTER WIND MACHINE CREDIT (\$/kW)	\$ (9.86)	\$ (9.86)	\$ (9.86)	All electric usage

AGRICULTURE CUSTOMERS					
OCPA Rate Schedule	Period	Basic Choice	Smart Choice	100% Renewable Choice	Time Period Definitions
TOU-PA-3-D					
Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.13536	\$ 0.14536	\$ 0.15036	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.12390	\$ 0.13390	\$ 0.13890	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	\$ 0.08370	\$ 0.09370	\$ 0.09870	9pm - 4pm, every day
	WINTER MID-PEAK	\$ 0.10579	\$ 0.11579	\$ 0.12079	4pm - 9pm, every day
	WINTER OFF-PEAK	\$ 0.10643	\$ 0.11643	\$ 0.12143	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	\$ 0.05824	\$ 0.06824	\$ 0.07324	8am - 4pm, every day
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 2-50kv (\$/kWh)	\$ (0.00125)	\$ (0.00125)	\$ (0.00125)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 51-219kv (\$/kWh)	\$ (0.00273)	\$ (0.00273)	\$ (0.00273)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kv (\$/kWh)	\$ (0.00277)	\$ (0.00277)	\$ (0.00277)	All electric usage
DEMAND CHARGE (\$/KW)	SUMMER ON-PEAK	\$ 16.23	\$ 16.23	\$ 16.23	4pm - 9pm, Monday - Friday
	WINTER MID-PEAK	\$ 3.51	\$ 3.51	\$ 3.51	4pm - 9pm, every day
	SUMMER ON-PEAK AND WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 2-50kv (\$/kw)	\$ (0.25)	\$ (0.25)	\$ (0.25)	4pm - 9pm, Monday - Friday
	SUMMER ON-PEAK AND WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 51-219kv (\$/kw)	\$ (0.58)	\$ (0.58)	\$ (0.58)	4pm - 9pm, Monday - Friday
	SUMMER ON-PEAK AND WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 220kv (\$/kw)	\$ (0.58)	\$ (0.58)	\$ (0.58)	4pm - 9pm, Monday - Friday
TOU-PA-3-D5					
Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.24390	\$ 0.25390	\$ 0.25890	5pm - 8pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.23033	\$ 0.24033	\$ 0.24533	5pm - 8pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	\$ 0.08352	\$ 0.09352	\$ 0.09852	8pm - 5pm, every day
	WINTER MID-PEAK	\$ 0.10964	\$ 0.11964	\$ 0.12464	5pm - 8pm, every day
	WINTER OFF-PEAK	\$ 0.11030	\$ 0.12030	\$ 0.12530	8pm - 8am, every day
	WINTER SUPER OFF-PEAK	\$ 0.06017	\$ 0.07017	\$ 0.07517	8am - 5pm, every day
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 2-50kv (\$/kWh)	\$ (0.00137)	\$ (0.00137)	\$ (0.00137)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 51-219kv (\$/kWh)	\$ (0.00300)	\$ (0.00300)	\$ (0.00300)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kv (\$/kWh)	\$ (0.00304)	\$ (0.00304)	\$ (0.00304)	All electric usage
DEMAND CHARGE (\$/KW)	SUMMER ON-PEAK	\$ 13.49	\$ 13.49	\$ 13.49	5pm - 8pm, Monday - Friday
	WINTER MID-PEAK	\$ 2.89	\$ 2.89	\$ 2.89	5pm - 8pm, every day
	SUMMER ON-PEAK AND WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 2-50kv (\$/kw)	\$ (0.21)	\$ (0.21)	\$ (0.21)	5pm - 8pm, Monday - Friday
	SUMMER ON-PEAK AND WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 51-219kv (\$/kw)	\$ (0.49)	\$ (0.49)	\$ (0.49)	5pm - 8pm, Monday - Friday
	SUMMER ON-PEAK AND WINTER MID-PEAK (WEEKDAYS) VOLTAGE DISCOUNT - DEMAND 220kv (\$/kw)	\$ (0.49)	\$ (0.49)	\$ (0.49)	5pm - 8pm, Monday - Friday
TOU-PA-3-E					
Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.43747	\$ 0.44747	\$ 0.45247	4pm - 9pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.12390	\$ 0.13390	\$ 0.13890	4pm - 9pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	\$ 0.08370	\$ 0.09370	\$ 0.09870	9pm - 4pm, every day
	WINTER MID-PEAK	\$ 0.14903	\$ 0.15903	\$ 0.16403	4pm - 9pm, every day
	WINTER OFF-PEAK	\$ 0.11969	\$ 0.12969	\$ 0.13469	9pm - 8am, every day
	WINTER SUPER OFF-PEAK	\$ 0.04662	\$ 0.05662	\$ 0.06162	8am - 4pm, every day
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 2-50kv (\$/kWh)	\$ (0.00195)	\$ (0.00195)	\$ (0.00195)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 51-219kv (\$/kWh)	\$ (0.00435)	\$ (0.00435)	\$ (0.00435)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kv (\$/kWh)	\$ (0.00439)	\$ (0.00439)	\$ (0.00439)	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	\$ 0.63848	\$ 0.64848	\$ 0.65348	5pm - 8pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.23033	\$ 0.24033	\$ 0.24533	5pm - 8pm, Saturday, Sunday, & holidays*
	SUMMER OFF-PEAK	\$ 0.08352	\$ 0.09352	\$ 0.09852	8pm - 5pm, every day
	WINTER MID-PEAK	\$ 0.15564	\$ 0.16564	\$ 0.17064	5pm - 8pm, every day
	WINTER OFF-PEAK	\$ 0.12496	\$ 0.13496	\$ 0.13996	8pm - 8am, every day
	WINTER SUPER OFF-PEAK	\$ 0.04853	\$ 0.05853	\$ 0.06353	8am - 5pm, every day
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 2-50kV (\$/kWh)	\$ (0.00195)	\$ (0.00195)	\$ (0.00195)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 51-219kV (\$/kWh)	\$ (0.00435)	\$ (0.00435)	\$ (0.00435)	All electric usage
	YEAR ROUND VOLTAGE DISCOUNT - ENERGY 220kV (\$/kWh)	\$ (0.00439)	\$ (0.00439)	\$ (0.00439)	All electric usage
TOU-PA-3-A		Summer - June through September; Winter - October through May			
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.28190	\$ 0.29190	\$ 0.29690	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.12982	\$ 0.13982	\$ 0.14482	8am - 12pm & 6pm - 11pm, Monday - Friday
	SUMMER OFF-PEAK	\$ 0.09058	\$ 0.10058	\$ 0.10558	All other hours
	WINTER MID-PEAK	\$ 0.12113	\$ 0.13113	\$ 0.13613	8am - 9pm, Monday - Friday
	WINTER OFF-PEAK	\$ 0.08582	\$ 0.09582	\$ 0.10082	All other hours
TOU-PA-3-B		Summer - June through September; Winter - October through May			
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.10012	\$ 0.11012	\$ 0.11512	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	\$ 0.09277	\$ 0.10277	\$ 0.10777	8am - 12pm & 6pm - 11pm, Monday - Friday
	SUMMER OFF-PEAK	\$ 0.09058	\$ 0.10058	\$ 0.10558	All other hours
	WINTER MID-PEAK	\$ 0.12113	\$ 0.13113	\$ 0.13613	8am - 9pm, Monday - Friday
	WINTER OFF-PEAK	\$ 0.08582	\$ 0.09582	\$ 0.10082	All other hours
DEMAND CHARGE (\$/KW)	SUMMER ON-PEAK	\$ 11.43	\$ 11.43	\$ 11.43	12pm - 6pm, Monday - Friday
	SUMMER MID-PEAK	\$ 3.35	\$ 3.35	\$ 3.35	8am - 12pm & 6pm - 11pm, Monday - Friday

STREETLIGHT CUSTOMERS

OCA 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	\$ 0.09092	\$ 0.10092	\$ 0.10592	All electric usage
LS-3					
GENERATION CHARGE (\$/KWH)	YEAR-ROUND	\$ 0.09106	\$ 0.10106	\$ 0.10606	All electric usage
AL-2-F					
GENERATION CHARGE (\$/KWH)	YEAR-ROUND	\$ 0.09106	\$ 0.10106	\$ 0.10606	All electric usage
AL-2-GF					
Summer - June through September; Winter - October through May					
GENERATION CHARGE (\$/KWH)	SUMMER ON-PEAK	\$ 0.21215	\$ 0.22215	\$ 0.22715	8am - 4pm, every day
	SUMMER OFF-PEAK	\$ 0.09106	\$ 0.10106	\$ 0.10606	All other hours
	WINTER ON-PEAK	\$ 0.14239	\$ 0.15239	\$ 0.15739	8am - 4pm, every day
	WINTER OFF-PEAK	\$ 0.09106	\$ 0.10106	\$ 0.10606	All other hours
TC-1					
GENERATION CHARGE (\$/KWH)	YEAR-ROUND	\$ 0.12917	\$ 0.13917	\$ 0.14417	All electric usage

*Applicable holidays for rate time periods are as follows: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas Day. When any holiday listed above falls on Sunday, the following Monday will be recognized as a holiday. No change will be made for holidays falling on Saturday.

OCA Rates in SCE Territory

Wildfire Fund Charge

The **Wildfire Fund Charge** is a Non-Bypassable charge which supports the California Wildfire Fund. The charge is assessed to all customers, including SCE-only customers, but is collected separately for CCA customers. The funds are collected and managed by the Department of Water Resources for the potential disbursement to IOUs, such as SCE, if a catastrophic wildfire event occurs.

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.

Fixed Recovery Charge

The **Fixed Recovery Charge** is a new charge that SCE uses to repay the SCE-issued bonds meant to enable SCE to recover more quickly certain costs related to preventing and mitigating catastrophic wildfires, which reducing the total cost to its customers. This charge is assessed to all customers, including SCE-only customers, but is collected separately for CCA customers.

Rate Group	WFC (All Vintages)	CTC (All Vintages)	FRC (All Vintages)
Domestic ¹	\$ 0.00530	\$ (0.00003)	0.00090
GS-1 ²	\$ 0.00530	\$ (0.00002)	0.00070
TC-1 ³	\$ 0.00530	\$ (0.00002)	0.00126
GS-2 ⁴	\$ 0.00530	\$ (0.00002)	0.00066
TOU-GS-3 ⁵	\$ 0.00530	\$ (0.00002)	0.00058
TOU-8-Sec ⁶	\$ 0.00530	\$ (0.00002)	0.00047
TOU-8-Pri ⁶	\$ 0.00530	\$ (0.00002)	0.00047
TOU-8-Sub ⁶	\$ 0.00530	\$ (0.00002)	0.00020
Small AG ⁷	\$ 0.00530	\$ (0.00002)	0.00059
Large AG ⁸	\$ 0.00530	\$ (0.00002)	0.00042
St. Lighting ⁹	\$ 0.00530	\$ (0.00003)	0.00021

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.

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

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

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

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

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

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

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

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

OCA Rates in SCE Territory

Generation Municipal Surcharge

The **Generation Municipal Surcharge** is the franchise fee paid to municipalities by all customers to cover the costs of allowing electrical distribution lines throughout the city property. SCE acts as the collection agency for the GMS. The GMS factor is 0.009261 and is calculated by multiplying the factor by the SCE rate.

Power Charge Indifference Adjustment

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

Rate Group	PCIA 2021 Vintage	PCIA 2022 Vintage
Domestic ¹	(0.00671)	0.01596
GS-1 ²	(0.00479)	0.01140
TC-1 ³	(0.00509)	0.01211
GS-2 ₄	(0.00503)	0.01195
TOU-GS-3 ₅	(0.00488)	0.01160
TOU-8-Sec ⁶	(0.00476)	0.01132
TOU-8-Pri ⁶	(0.00466)	0.01107
TOU-8-Sub ⁶	(0.00440)	0.01046
Small AG ⁷	(0.00493)	0.01171
Large AG ⁸	(0.00487)	0.01157
St. Lighting ⁹	(0.00614)	0.01461

ORANGE COUNTY POWER AUTHORITY
Staff Report – Item 10.2

To: Orange County Power Authority Board of Directors

From: Joe Mosca, Interim Chief Executive Officer

Subject: DISCUSS AND APPROVE ORANGE COUNTY POWER AUTHORITY STRATEGIC PLAN 2023-2026

Date: July 19, 2023

RECOMMENDED ACTION

Discuss and Approve Orange County Power Authority Strategic Plan 2023-2026.

BACKGROUND

On June 16, 2023, Orange County Power Authority (“OCPA”) held its first annual all-day Goal Setting and Team Building Workshop.

The objectives of the workshop were as follows:

- Work together in a spirit of collaboration and alignment
- Identify and create key focus areas and “Big Picture” priorities for OCPA for 2023-2026
- Identify and create goals for OCPA that align with key focus areas
- Consider best practices and principles to help the board work together more effectively and guide its interactions and communications
- Establish a foundation for effective teamwork as board members
- Conduct the workshop in an open, collaborative, collegial manner that ensures full participation of the board

Based on the discussions at the workshop, OCPA staff have created a DRAFT OCPA Strategic Plan 2023-2026 (“Plan”). The Plan proposes updates to OCPA’s Mission and Vision Statements, identifies six Key Focus Areas, and creates Rules of Engagement.

Proposed OCPA Mission Statement:

Our mission is to serve our communities with choice in energy needs, educate and accelerate the adoption of reliable renewable energy sources at competitive rates, re-invest in our communities enabling them to embrace renewable energy as a viable and a responsible energy choice, and ensure no one is left behind as we move toward a sustainable and resilient energy future.

Proposed OCPA Vision Statement:

Our vision is to think globally and act locally by empowering our communities with choice in energy needs. We are committed to transforming the energy landscape, driving a sustainable

future and beyond by empowering and enabling our communities, and ensuring that no community is left behind in this transition to renewable energy.

Proposed OCPA Key Focus Areas:

- Attracting and Increasing Member Agencies
- Financial Sustainability
- Energy Procurement
- Re-building Public Trust
- Branding/Marketing Communications/Public Outreach and Engagement
- Recruitment and Retention of a Talented Team

Proposed OCPA Rules of Engagement:

- We will be mindful and ensure our energies focus on our mission statement, goals, and principles.
- We will function as a team with a commitment to excellence. We will treat each other with trust, respect, and dignity, working together with openness, honesty, and integrity while fostering camaraderie and mutual support.

The Plan outlines specific goals, responsible parties, and a timeline for accomplishing all proposed goals.

FISCAL IMPACT

None

ATTACHMENTS

Orange County Power Authority Strategic Plan 2023-2036

DRAFT

Strategic Plan

2023 - 2026

OCPA Mission Statement

[Current]

To provide the option of renewable energy at competitive rates to everyone in Orange County through local accountability.

[Proposed]

Our mission is to serve our communities with choice in energy needs, educate and accelerate the adoption of reliable renewable energy sources at competitive rates, re-invest in our communities enabling them to embrace renewable energy as a viable and a responsible energy choice, and ensure no one is left behind as we move toward a sustainable and resilient energy future.

OCA Vision Statement

[Current]

We see Orange County continually empowered and enriched by renewable energy.

[Proposed]

Our vision is to think globally and act locally by empowering our communities with choice in energy needs. We are committed to transforming the energy landscape, driving a sustainable future and beyond by empowering and enabling our communities, and ensuring that no community is left behind in this transition to renewable energy.

Key Focus Areas

Attracting and Increasing Member Agencies

Financial Sustainability

Energy Procurement

Rebuilding Public Trust

Branding/Marketing Communications/Public Outreach & Engagement

Recruitment and Retention of a Talented Team

GOAL	DEADLINE	RESPONSIBLE PARTY	STATUS
Attracting and Increasing Member Agencies			
Conduct an annual survey of potential member agencies' interests and needs.	Q4 2023	CEO	
Create and develop an outreach strategy that educates potential new member agencies on the benefits of CCAs.	Q4 2023	Communications & External Affairs	
Conduct quarterly meetings with policy staff from potential member agencies to engage in discussions about strategies to reduce greenhouse gas emissions, promote electrifications, and identify funding sources.	Q4 2023	CEO	
Attract two new member agencies.	Annually	CEO	

GOAL	DEADLINE	RESPONSIBLE PARTY	STATUS
Financial Sustainability			
Establish long-term disciplined fiscal and operational strategies to obtain an investment-grade credit rating in 2027.	Q4 2023	CFO	
Ensure rates are sufficient to generate returns and meet expenses, aiming to have the Rate Stabilization Reserves Fund in the range of 30-50% of total operating expenses from FY2024/2025 through FY2026/2027.	Annual Rate Approval Timeframe (December Every Year)	CFO/CEO	
Conduct an annual rate design workshop with the Board to review and refine rate structures.	Q4 Every Year	CFO	
Implement a new forecasting function that integrates software and resources to enhance insights, planning, and reporting capabilities.	Q4 2024	Director of Power Services/CFO	
Perform a comprehensive Cost-of-Service analysis and design retail rates.	Q3 2026	CFO	
Achieve cost savings in energy procurement through the implementation of structured financing.	2028	Director of Power Services/CFO/CEO	

GOAL	DEADLINE	RESPONSIBLE PARTY	STATUS
Energy Procurement			
Create/adopt energy procurement policy to guide future power purchase agreements.	Q4 2023	Director of Power Services/ CEO	
Contract for renewable Power Purchase Agreements that will ensure 100% of OCPA's electric demand by 2030.	Ongoing	Director of Power Services/ CEO	
Establish contracts for the development of small-scale local distributed storage facilities with a capacity of 1-5 MW each.	Q4 2024	Director of Power Services/ CEO	
Establish precise metrics and effective tools that can proficiently identify, avoid, and mitigate market and credit risks for OCPA.	Q1 2024	Director of Power Services/ CFO/CEO	
Allocate resources to invest in new renewable and energy storage technologies.	Q4 2024	Director of Power Services/ CFO/CEO	
Forge partnerships with other CCAs to acquire shared resources, mitigate development risks, and capitalize on economies of scale.	Q3 2024	Director of Power Services/ CFO/CEO	

GOAL	DEADLINE	RESPONSIBLE PARTY	STATUS
Rebuilding Public Trust			
Complete 24-point Improvement Plan.	Q4 2023	CEO/CFO	
Educate the public on the mission, vision, values, and benefits of OCPA.	Ongoing	Communications & External Affairs	
Continue building relationships with media outlets, create a steady drumbeat of news and milestones and cultivate an increase in neutral and positive stories.	Ongoing	Communications & External Affairs	
Continue building positive relationships with non-governmental organizations, including businesses advocacy and trade associations, multicultural organizations, community-based-organizations and environmental and sustainability.	Ongoing	Communications & External Affairs	
Develop a sustained outreach program to elected officials and their staff.	Q4 2023	Communications & External Affairs	
Establish potential grant opportunities for member agencies and customers.	Q3 2024	Communications & External Affairs	
Launch the development of a community power plan with a focus on engaging member agencies on the type of customer programs that are most useful and relevant and a customer programs implementation plan.	Q2 2024	Communications & External Affairs	

GOAL	DEADLINE	RESPONSIBLE PARTY	STATUS
Branding/Marketing Communications/ Public Outreach & Engagement			
Conduct primary research (survey and focus groups) to establish baseline awareness. Conduct tracking surveys annually in July 2024, 2025, and 2026.	Q3 2023	Communications & External Affairs	
Develop crisis communications/issues management plan.	Q3 2023	Communications & External Affairs	
Leverage key insights from the primary research to refresh the existing marketing communications/public outreach and engagement plan.	Q4 2023	Communications & External Affairs	
Update public outreach materials (e.g., website, brochures, fact sheets).	Q3 2023	Communications & External Affairs	
Launch new brand campaign that is informed by primary research.	Q4 2023	Communications & External Affairs	
Develop and implement Supplier Diversity Plan that is consistent with state responsibilities and policies in place in member agencies.	Q4 2023	Communications & External Affairs/Regulatory & Legislative/Power Procurement	
Consider re-naming the entity to attract member agencies outside the region. Develop a naming strategy with creative rationale and new name options (July 2023). Test new names during the July/August 2023 survey and subsequent focus groups in September.	Q4 2023	Communications & External Affairs	

GOAL	DEADLINE	RESPONSIBLE PARTY	STATUS
Recruitment and Retention of a Talented Team			
Recruit permanent Chief Executive Officer.	Q4 2023	Board of Directors	
Retain Executive Search Firm to assist with recruitment of Director of Power Services and Chief Operations Officer.	Q3 2023	CEO	
Recruit Chief Operations Officer.	Q2 2024	CEO	
Recruitment of open positions.	Q4 2024	H.R./CEO	
Implementation of Cost-of-Living Increase.	Q1 2024	CFO/CEO	
Collaborate with other California CCAs on a comprehensive classification study and salary survey or pursue the development of a OCPA specific comprehensive classification study and salary survey if no joint effort is possible.	Q4 2023	H.R./CFO/CEO	
Establish and sustain a high-performing agency while developing comprehensive plans for remote, hybrid, and in-person work through internal guidelines.	Q4 2023	H.R./CFO/CEO	

Rules of Engagement

A set of operating principles to guide conduct, communication, and relationships as the Board fulfills its duties. Rules of Engagement are created to set standards of excellence and best practices for board governance, decision-making, communication, and interaction. Rules of Engagement can also be extended and adopted for an entire organization to guide conduct internally and beyond the organization (community, customers, stakeholders, and general public).

Rules of Engagement are:

- Clear expectations and accountability on how you will conduct yourselves.
- Best practices in decision-making, communication, collaboration, and governance.
- How you will guide your behavior with each other.
- How you will work together and work with others.

OCPA Board to consider adopting the following Rules of Engagement at the July Board Meeting

1. We will be mindful and ensure our energies focus on our mission statement, goals, and principles.
2. We will function as a team with a commitment to excellence. We will treat each other with trust, respect, and dignity, working together with openness, honesty, and integrity while fostering camaraderie and mutual support.

ORANGE COUNTY POWER AUTHORITY
Staff Report – Item 10.3

To: Orange County Power Authority Board of Directors

From: Joe Mosca, Interim Chief Executive Officer

Subject: WEBSITE REFRESH UPDATE

Date: July 19, 2023

RECOMMENDED ACTION

Receive and file.

BACKGROUND

As part of the Orange County Power Authority (OCPA) Improvement Plan, staff have been working with Reveille, Inc. and GoldenComm to refresh the OCPower.org website. One of the recommendations of the audits was to provide more accessible information on the OCPA website. Over the last several months, OCPA staff and consultants have worked on creating a website refresh that is easier to navigate and has additional information.

Some elements of the website refresh will be shown during the July 19, 2023 Board Meeting. The new website will have new and additional content throughout with the intent of making it easier for the public to navigate and locate the needed information to make informed decisions. The website refresh is expected to be completed by August. After the refresh is complete, OCPA will work to continuously make improvements to the website and continue to provide as much information as possible to the public.

FISCAL IMPACT

None

ATTACHMENTS

None

ORANGE COUNTY POWER AUTHORITY
Staff Report – Item 10.4

To: Orange County Power Authority Board of Directors

From: Nicholaus Norvell, Interim General Counsel

Subject: APPROVE FOURTH AMENDMENT TO JOINT POWERS AGREEMENT

Date: July 19, 2023

RECOMMENDED ACTION

Approve Fourth Amendment to Joint Powers Agreement.

BACKGROUND

Under Orange County Power Authority's (OCPA's) existing Joint Powers Agreement, weighted voting can be invoked by two or more Directors in limited circumstances, such as when there is a tie vote by the Board for Directors or to immediately nullify an action that was passed by an "equal vote" of the Board. On such votes, weighted voting allows the Board to vote in accordance with the proportion of electricity use by users within their respective jurisdictions. Under the Joint Powers Agreement, the exhibits for weighted voting are required to be updated each year no later than March 1 based on prior calendar year numbers.

At its February 15, 2023 meeting, the Board of Directors voted to update the exhibits for weighted voting in accordance with the language of the Joint Powers Agreement. As part of the approved motion, the Board provided direction for staff to return at the April meeting to discuss potential amendments to the weighted voting provisions of the Joint Powers Agreement.

As discussed at the February Board meeting, the existing weighted voting language raised two points of discussion:

1. Data reporting delays by SCE can affect OCPA's ability to timely calculate weighted voting shares based on prior calendar year data within each Member Agency's service area.
2. The current weighted voting language has an adverse impact on the weighted voting of new members, as the calculation is based on actual electrical use by accounts served by OCPA. As there will be a period during which any new member is not actually being served by OCPA, a strict application of Section 3.9.3 of the Joint Powers Agreement results in new members having a 0% share for weighted votes. This means that new members have a vote during regular "equal votes" of the Board, but a 0% voting share during weighted votes.

Following discussion at the April 19, 2023 meeting, the Board approved a motion to proceed with removing weighted voting under the OCPA Joint Powers Agreement.

Fourth Amendment to JPA Agreement

The text of the proposed Fourth Amendment to the JPA Agreement (Attachment 1) was reviewed by the Board at its May 17, 2023 meeting. The amendment would remove the following weighted voting-related provisions and exhibits (as well as cross-references thereto in Section 3.9.1):

- Section 3.9.2 (Voting Shares Vote)
- Section 3.9.3 (Voting Shares Formula)
- Exhibit B (Annual Energy Use by Jurisdiction)
- Exhibit C (Party Voting Shares)

After review, the Board directed staff to provide Member Agencies with at least 30 days' advance written notice and a copy of the proposed Fourth Amendment and place the Fourth Amendment on a future agenda for final approval. The notice and proposed Fourth Amendment was provided to the Member Agencies on June 9, 2023. As of the date of publication of this staff report, no comments were received from the Member Agencies.

Approval of the Fourth Amendment requires approval by two-thirds of the Directors of the entire Board.

FISCAL IMPACT

None.

ATTACHMENT

Attachment 1: Proposed Fourth Amendment to JPA Agreement

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

This Fourth 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 _____, 2023 (“**Fourth 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.

B. The Board of Directors previously amended the Agreement on February 9, 2021 (First Amendment), October 25, 2022 (Second Amendment), and May 17, 2023 (Third Amendment).

C. The Board of Directors desires to further amend the Agreement to remove the provisions and exhibits in the Agreement relating to Voting Shares Votes, including internal cross-references thereto.

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. Amendments to the Agreement.

(a) Equal Vote. Section 3.9.1 of the Agreement is hereby amended to remove references to Sections 3.9.2 and 3.9.3 and replaced in its entirety as follows:

“3.9.1 Equal Vote. Each Director or participating alternate shall have one vote. Except as provided for in Section 3.9.4, action of the Board on all matters shall require an affirmative vote of a majority of all Directors who are present at the subject meeting (“**Equal Vote**”).”

(b) Voting Shares Vote; Voting Shares Formula. Sections 3.9.2 and 3.9.3 of the Agreement are hereby deleted in their entirety and the section numbers reserved for future use.

(c) Exhibits on Annual Energy Use by Jurisdiction and Party Voting Shares. Exhibits B and C of the Agreement are hereby deleted in their entirety and reserved for future use.

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.

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

ORANGE COUNTY POWER AUTHORITY

By: _____
Fred Jung, Chair
Orange County Power Authority

Dated: _____

Approved as to Form:

By: _____
General Counsel
Orange County Power Authority

ORANGE COUNTY POWER AUTHORITY
Staff Report – Item 10.5

To: Orange County Power Authority Board of Directors

From: Joe Mosca, Interim Chief Executive Officer

Subject: UPDATE ON WITHDRAWAL OF COUNTY OF ORANGE AND
ASSESSMENT OF COSTS AND LIABILITIES CAUSED BY WITHDRAWAL

Date: July 19, 2023

RECOMMENDED ACTION

Receive update on withdrawal of County and current amounts due to OCPA as a result of withdrawal; provide direction if desired.

BACKGROUND

On December 20, 2022, the Board of Supervisors of the County of Orange (County) voted to withdraw from the Orange County Power Authority (OCPA). The County provided a formal notice of withdrawal to OCPA the following day. Under OCPA's Joint Powers Agreement (JPA Agreement), a member may withdraw from OCPA by providing a notice of withdrawal at least 180 days prior to the beginning of OCPA's next fiscal year (July 1), when the withdrawal takes effect. Accordingly, the County's withdrawal from OCPA took effect on July 1, 2023.

Liability of a Withdrawing Member Under the JPA Agreement

Under Section 6.3 of the JPA Agreement, a withdrawing member is responsible for:

- Any claims, demands, damages, or liabilities attributable to the withdrawing member through the effective date of its withdrawal;
- Any damages, losses, or costs incurred by OCPA that result directly from the member's withdrawal, including, but not limited to, costs arising from the resale of capacity, electricity, etc. no longer needed to serve the member's load, and removal of customers from OCPA's community choice aggregation (CCA) program resulting from the withdrawal; and
- Any costs or obligations associated with the member's participation in any program in accordance with the program's terms, if such costs or obligations were incurred prior to the withdrawal.

After a member has provided notice of withdrawal, OCPA also has an obligation to reasonably and in good faith seek to mitigate costs and obligations of the withdrawing member through

reasonable measures. Importantly, however, OCPA's obligation to mitigate does not require OCPA to absorb any cost or obligation directly caused by the withdrawal of the member as that cost would then be borne by the ratepayers of OCPA's remaining members.

Determination of County's Liability

Energy & Regulatory Products

OCPA does not purchase energy and regulatory products for a particular member, but in the aggregate to meet the anticipated load and regulatory requirements for OCPA operations. The timing of the County's withdrawal was unique, however, as OCPA still had open positions to fill with respect to meeting its load and renewable energy requirements for the period in which the County was to commence service in November 2023. Following receipt of the County's notice of withdrawal in December 2022, OCPA revised its load expectations and procurement strategy to take this into account. Accordingly, OCPA was able to mitigate energy products attributable to the County's load by making full use of its currently contracted energy and renewable energy requirements for its ongoing operations (not including the County).

However, OCPA was not able to perform similar mitigation with regard to resource adequacy capacity, as OCPA is required by the California Public Utilities Commission (CPUC) year-ahead resource adequacy rules to have procured and maintained all of the resource adequacy that it had purchased for the County's anticipated 2023 load, which load was included in OCPA's binding load forecast filed in April 2022. OCPA would be subject to significant penalties by the CPUC if it were to sell the resource adequacy attributable to the County, so this product was kept and could not be monetized or otherwise mitigated.

Accordingly, under Section 6.3 of the JPA Agreement, the County is responsible for the cost of this resource adequacy capacity. The resource adequacy that cannot be sold covers the months of November and December of 2023, when the County was to commence service. The total for this liability is \$888,508 and was calculated by multiplying the County customers' resource adequacy needs for November and December 2023 by the average price of OCPA's resource adequacy contracts for those months.

We note that some statements have been made by individuals associated with the County that because some energy contracts entered into by OCPA are "in the money" and could generate a profit on sale, OCPA is obligated to enter into such sales to mitigate the liability of the County. This is not accurate for two reasons. First, as discussed above, no sales of contracted energy and renewables were necessary as a result of the withdrawal and the resource adequacy could not be sold for regulatory reasons, so there is no gain. Second, if there has been such sales, the County would not be entitled to any gains from the sale of energy by OCPA. The JPA Agreement only speaks to liabilities created by withdrawal. In the event of a gain on the sale of excess energy created by a withdrawal, such gain would be for the benefit of the remaining members.

Legal & Regulatory Expenses

In addition to the liability for resource adequacy, OCPA incurred additional expenses with its professional advisors to address legal and regulatory issues related to the County's withdrawal. This liability is \$24,849.50. (Although OCPA had preliminarily believed there could be other professional or consulting costs attributable to the County's withdrawal—such as consultant work on revisions to OCPA's load forecasts and regulatory filings—this work was included within the consultant's monthly retainer and therefore there was no marginal cost to OCPA that should be passed on to the County.)

OCA Does Not Currently Anticipate Costs Relating to Return of Customers or Otherwise Charged by the IOUs

Typically, after a member's residents and businesses are receiving service from a CCA program, the return of customers must be done in an orderly manner in accordance with the IOU and CPUC rules to avoid a financial or operational shock that would result in substantial costs to the IOU that may be charged back under the applicable tariff to the CCA (and passed along to the withdrawing member) or charged back to the withdrawing member's customers. Further, the IOUs may have administrative or operational costs that may be passed along to a CCA (and then the withdrawing member) upon a return of customers or similar action.

Here, the County withdrawal took effect prior to the transition of customers from the IOU to OCPA, which was intended to occur in November 2023. OCPA coordinated with the CPUC, Southern California Edison (SCE) and San Diego Gas & Electric (SDG&E) and does not currently anticipate additional liability from SCE or SDG&E because the County withdrew prior to customer enrollment and service to County residents and businesses. However, should OCPA be charged any costs or liabilities by either SCE or SDG&E as a result of the County's withdrawal in the future, such amounts would also be the responsibility of the County under Section 6.3 of the JPA Agreement.

Summary

Based on the above, OCPA staff has calculated the County's withdrawal liabilities as of June 30, 2023, at \$913,357.50. Unless otherwise directed by the Board, OCPA staff intends to send an invoice to the County in this amount.

FISCAL IMPACT

The County's current liability to OCPA under the JPA Agreement is \$913,357.50.

ATTACHMENT

None.

ORANGE COUNTY POWER AUTHORITY
Staff Report – Item 10.6

To: Orange County Power Authority Board of Directors

From: Joe Mosca, Interim Chief Executive Officer
Tiffany Law, Chief Financial Officer

Subject: UPDATE SALARY SCHEDULE FOR DIRECTOR OF POWER RESOURCES

Date: July 19, 2023

RECOMMENDED ACTION

Approve updated salary schedule for Director of Power Resources.

BACKGROUND

Orange County Power Authority (“OCPA”) has been recruiting a Director of Power Resources for over a year and a half. OCPA recently retained the services of CPS HR Consulting (“CPS”) to assist with the recruitment of this position. CPS is experienced at these types of recruitments and has worked with several other California Community Choice Aggregators (“CCAs”) and utilities.

As part of the recruitment process, CPS enlisted the help of their Classification and Compensation Department to determine a competitive compensation package for this position. Based on the research, CPS is advising OCPA that the salary range for this position should be changed from the current range of \$193,000 - \$234,000 to a salary range of \$193,000 - \$244,000.

To assist with the hiring of a Director of Power Resources, OCPA is requesting that the Board approve a new salary band for Director of Power Resources of \$193,000-\$244,000. This increase will not have a significant impact on the FY23/24 budget. If approved the new salary range on January 1, 2024 will be \$200,334 - \$253,272 due to the Cost of Living Adjustment (“COLA”) approved in the FY23/24 budget.

OCPA is working with other CCAs to complete a Total Compensation Benchmarking Study. This study is expected to be completed in Q4 of 2023.

FISCAL IMPACT

There are sufficient funds in the approved FY23/24 budget to accommodate this adjustment.

ATTACHMENTS

Director of Power Resources Job Description



Job Description:
Director of Power Resources

SUMMARY

Under direction of the Chief Operating Officer, this position manages and plans the activities of major technical projects or highly complex contracts within the Authority. Oversees the most complex and technical energy resource planning and procurement activities for the Authority; oversees scheduling and settlement with the California Independent System Operator (CAISO); provides advanced level technical guidance to subordinate staff and contractors. Performs related work as required.

DISTINGUISHING CHARACTERISTICS

This position will serve as a high-level technical advisor on resource projects or contracts and/or manage the most complex short and/or long-term energy resources planning and procurement activities.

This position will collaborate extensively with the Authority's Portfolio Manager and Scheduling Coordinator and requires extensive and in-depth knowledge of energy trading and scheduling and the federal, state, and local laws and regulations.

EXAMPLES OF DUTIES / FUNCTIONS

Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job. Duties and responsibilities include, but are not limited to:

- Oversees and undertakes complex projects related to power forecasting, planning, procurement, and validation.
- Undertakes and approves energy purchases or sales of surplus energy, subject to the Risk Management Policies.
- Oversees CAISO scheduling and settlements.
- Manages and plans the activities of a major technical project or contract. Acts as a technical advisor on the most complicated projects and contracts.
- Develops, manages, and directs the implementation of short and/or long-term operating financial plans related to energy portfolios and operations.
- Manages and oversees the most financially complex and highest risk energy resource planning, contracting, negotiations, services, and agreements.
- Resolves disputed provisions of existing contracts.
- Collaborates and builds contacts with other organizations and representatives, regulatory agencies, and the public.
- Represents the Authority to outside agencies and organizations.
- Recommends and monitors changes to organizational processes and policies to ensure compliance with energy market requirements, improve operations, mitigate risks, increase revenue, and decrease costs.
- Provides direction in the implementation of policies and procedures and ensures action plans are in support of the Authority's goals, objectives, and mandates.
- Plans, implements, and evaluates the Authority's programs and initiatives as they are related to

- energy resource projects.
- Manages and conducts marked-to market, rate and cost of service studies.
- Oversees and may perform the most complex studies, evaluates analytical and forecasting models and systems surveys; reviews and analyzes data, and prepares recommendations related to energy resources planning, supply and demand, energy risk management, CAISO scheduling and settlements, and forecasting.
- Keeps abreast of power supply and energy developments and programs and evaluates opportunities for new sources or available technology.
- Directs and coordinates audits on power purchases and sale agreements.
- Researches and prepares a variety of highly technical and administrative reports; prepares written correspondence on the more sensitive issues; prepares reports and presents at the Authority's Board of Director's meeting periodically and upon request.
- Supervises subordinate supervisory and other staff to include: prioritizing and assigning work; conducting performance evaluations; ensuring staff are trained; and making hiring, termination, and disciplinary recommendations. Evaluates training needs and workload balance for staff and prepares plan for implementation. Provides advanced technical guidance to contractors and consultants.
- Performs other related duties as required

QUALIFICATIONS

Minimum Qualifications

Education and Experience: A Bachelor's degree from an accredited college or university in Business, Economics, Engineering, Environmental Studies, Law, Public Administration/Public Policy, Natural Resources, Statistics, or related field to utility business AND six (6) years of progressively responsible related experience overseeing and administering energy resources operations, planning, purchasing, scheduling, or contract negotiations. A Master's degree is highly desirable.

Possession of a valid State of California driver's license is preferred.

Acceptable Substitution: A Master's degree in a related field, may be substituted for up to two (2) years of the required experience. There is no substitution for the required Bachelor's degree.

Other Qualifications

Job Expertise: Demonstrates knowledge of and experience with applicable professional/technical principles and practices, and federal and state rules and regulations, including but not limited to: energy management, which may include experience with Electric Utilities, Electricity Generators or suppliers, California Independent System Operator (CAISO), California Public Utilities Commission, California Energy Commission, contract experience in power purchase agreements and/or the Edison Electric Institute agreement, and short-term Western Systems Power Pool (WSSP) transactions, knowledge of CAISO scheduling and settlements operations, knowledge of renewable, green-house gas-free and conventional electricity supplies and strong market knowledge.

Analytical Thinking: Approaches a problem or situation by using a logical, systematic, sequential approach.

Collaboration: Develops networks and builds alliances; engages in cross-functional activities.

Communication Skills: Effectively conveys information and expresses thoughts and facts clearly, orally and in writing; demonstrates effective use of listening skills and displays openness to other people's ideas and thoughts.

Fiscal Management: Demonstrates strong financial management skills and oversees complex energy procurement practices with large financial impacts for the organization. Complies with applicable laws and policies including Energy Risk Management policies.

Leadership: Leads by example; demonstrates high ethical standards; remains visible and approachable and interacts with others on a regular basis; promotes a cooperative work environment, allowing others to learn from mistakes; provides motivational supports and direction.

Vision/Strategic Thinking: Supports, promotes, and ensures alignment with the organization's vision and values; understands how an organization must change in light of internal and external trends and influences; builds a shared vision with others and influences others to translate vision to action.

Supervision: Sets effective long and short-term goals based on a good understanding of management practices; establishes realistic priorities within available resources; provides motivational support; empowers others; assigns decision-making and work functions to others in an appropriate manner to maximize organizational and individual effectiveness.

PHYSICAL DEMANDS

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer / laptop; to operate a motor vehicle and to visit various meeting sites in Orange County for the conduct of the Authority's business. This is primarily a sedentary office classification, although standing in and walking between work areas may be required. Finger dexterity is needed to access, enter, and retrieve information using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 25 pounds.

ENVIRONMENTAL ELEMENTS

This is primarily a sedentary classification and the employee works in an office environment with moderate noise levels, controlled temperature conditions, and no known direct exposure to hazardous physical substances. The employee interfaces with staff, management, other Authority's representatives, and government officials, business representatives, and the general public in explaining the Authority's programs and requesting and providing information.

ORANGE COUNTY POWER AUTHORITY
Staff Report – Item 10.7

To: Orange County Power Authority Board of Directors

From: Joe Mosca, Director of Communications and External Affairs

Subject: CONSIDERATION OF OPTIONS ON MARKETING,
COMMUNICATIONS, STRATEGY, PUBLIC ENGAGEMENT,
DIGITAL AND GRAPHIC DESIGN CONTRACT

Date: July 19, 2023

RECOMMENDED ACTION

Continue prior Board discussion and consider options regarding the award of Contract for Marketing, Communications, Strategy, Public Engagement, Digital, and Graphic Design.

BACKGROUND

On March 7, 2023, Orange County Power Authority (OCPA) released a Request for Proposals (RFP) for Marketing, Communications, Strategy, Public Engagement, Digital, and Graphic Design to develop, enhance, implement, and maintain a multi-faceted plan for building program awareness, engaging OCPA residential, commercial, industrial customers, and supporting the program website and design needs, promoting OCPA's 100% renewable program and other produce offerings. Efforts in this service category are intended to build brand and program awareness, minimize customer opt-outs, maximize opt-ups to OCPA's 100% renewable product, and set a framework for the development of long-term community engagement for OCPA.

As previously discussed at the May 17, 2023 meeting, OCPA received three proposals in response to the RFP. The three firms who submitted proposals for this RFP were: (1) Reveille, (2) WeTheCreative, and (3) Wicked Bionic.

The review committee, consisting of OCPA staff, a member agency staff member, and a staff member from CalCCA, graded each firm on: (1) experience in the areas identified in the scope of services, qualifications and experience of staff, and previous CCA/Energy experience, (2) proposers' ideas, plans and approach to working with OCPA, the community, key stakeholders and customers, (3) proposers' demonstrated expertise with multilingual and multicultural communications, and (4) commercial terms (price) and compliance with OCPA Professional Services Agreement.

As part of the recommendations from the California State Auditor, the scoring of the RFP was conducted in two phases. The first phase included all aspects of the scoring excluding price.

Reveille was the top scorer with an average score of 3.5 out of 4. Second place was Wicked Bionic with an average score of 3.3. WeTheCreative was third with an average score of 2.2. Three out of the four evaluators ranked Reveille as the top firm.

ORANGE COUNTY POWER AUTHORITY
Staff Report – Item 10.7

Pricing was scored independently from the technical evaluation per the recommendation from the State Auditor. WeTheCreative had the lowest cost, followed by Wicked Bionic, followed by Reveille. Pricings scores were 20% of the total scoring criteria.

Overall, Reveille was the top scorer with an average score of 4.13 out of 5. Second place was Wicked Bionic placed second with an average score of 4.10 and WeTheCreative was third with an average score of 3.21.

May Board Discussion / Action

At the May 17, 2023 meeting, staff recommended that the Board select Reveille to provide the proposed services for a two (2) year term, with options to extend the agreement for up to three (3) additional years. During discussion and deliberation on the item, the Board discussed potential alternatives to staff's recommendation, including potential award of the contract to Wicked Bionic.

After deliberation, the Board approved a short-term, six-month contract with Reveille for an amount not to exceed \$750,000 and authorized the CEO to finalize and execute the agreement. Based on the Board discussion, OCPA staff understood that the Board would like the item brought back at a future Board meeting for further discussion and deliberation.

Options for Next Steps

The Board has three general options for how to proceed with regard to the contract for marketing, communications, strategy, public engagement, digital, and graphic design services:

1. Confirm Award to Reveille and Direct Staff to Place Contract Extension on Future Agenda. Confirm award of the contract to Reveille based on the results of the prior RFP process and direct staff to place an extension of the contract on a future agenda.
2. Hold Open Prior RFP for Future Award Decision by Board. Subject to the proposers' agreement, notify Reveille and Wicked Bionic that OCPA intends to "hold open" their proposals from the RFP until December 31, 2023 and schedule a future agenda item for the Board to award the remainder of the contract to one of the two firms (for services beginning after January 1, 2024).
3. Issue New RFP for Services Starting January 1, 2024. Direct staff to issue a new RFP for Marketing/Communications services for services beginning on January 1, 2024.

FISCAL IMPACT

None. This item is for discussion/direction only. Staff will provide a fiscal impact based on the future agenda item(s) that come to the Board based on its direction.

ATTACHMENTS

None.

ORANGE COUNTY POWER AUTHORITY
Staff Report – Item 10.8

To: Orange County Power Authority Board of Directors

From: Joe Mosca, Interim Chief Executive Officer

Subject: DISCUSSION OF SEPTEMBER BOARD MEETING DATE

Date: July 19, 2023

RECOMMENDED ACTION

1. Consider cancelling the September 20, 2023 Regular Board Meeting and scheduling a Regular Board Meeting on September 13, 2023.
2. Adopt Resolution No. 2023-XX, amending the Board's 2023 regular meeting schedule to reschedule the September regular Board meeting.

BACKGROUND

The Orange County Power Authority (OCPA) Board of Directors previously adopted Resolutions 2023-01 and 2023-02 establishing the meeting dates and regular meeting locations for calendar year 2023 Regular Board meetings. This schedule included a Regular Board Meeting on Wednesday September 20, 2023. It has come to the attention of OCPA staff that the League of California Cities Annual Conference occurs on September 20-23, 2023. Many elected officials across the state attend this conference which may impact the September 20, 2023 Regular Board Meeting. Staff recommends setting a Regular Board Meeting on September 13, 2023, and canceling the Regular Board Meeting scheduled for September 20, 2023.

FISCAL IMPACT

None

ATTACHMENTS

Resolution No. 2023-XX – Amending the Board's 2023 regular meeting schedule to reschedule the September regular Board meeting.

RESOLUTION NO. 2023-XX

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ORANGE COUNTY POWER AUTHORITY CANCELING THE SEPTEMBER 20, 2023 REGULAR MEETING AND ESTABLISHING A REGULAR MEETING OF THE BOARD OF DIRECTORS ON SEPTEMBER 13, 2023 AT 10:00 A.M.

A. Orange County Power Authority (“OCPA”) is a joint powers authority formed pursuant to the Joint Exercise of Powers Act (Cal. Gov. Code § 6500 *et seq.*), California Public Utilities Code § 366.2, and a Joint Powers Agreement effective on November 20, 2020.

B. The Ralph M. Brown Act (Cal. Gov. Code § 54950 *et seq.*) provides that the legislative body of each local agency shall provide, by ordinance, resolution, bylaws, or other rule, the time and place for holding its regular meetings.

C. On February 15, 2023, the Board of Directors adopted Resolution 2023-02 establishing the date, time, and location of regular meetings of the Board of Directors for calendar year 2023.

D. The Board of Directors seeks to cancel the regular meeting of the Board of Directors on September 20, 2023, at 10:00 a.m.

E. The Board of Directors seeks to establish the time and meeting location for a regular meeting of the Board of Directors on September 13, 2023, at 10:00 a.m.

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

Section 1. The Board of Directors hereby amends Resolution No. 2023-02 as follows: The September regular meeting of the Board of Directors scheduled for September 20, 2023, at 10:00 a.m. is cancelled and is rescheduled to Wednesday, September 13, 2023, at 10:00 a.m. at the Travelers Building, 3333 Michelson Dr., Irvine, CA 92612 in the Palm Room; provided that pursuant to the Brown Act or any Executive Orders issued or statutory changes made after the effective date of this Resolution, OCPA’s meetings may be held fully or partially by videoconference or teleconference as authorized by applicable law. Except as otherwise set forth above relating to the September regular meeting, all other provisions of Resolution No. 2023-02 remain unchanged and in full effect.

Section 2. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED at a meeting of the Board of Directors of the Orange County Power Authority held on July 19, 2023.

Pat Jacquez-Nares
Authority Secretary
Orange County Power Authority

ORANGE COUNTY POWER AUTHORITY
Staff Report – Item 11

To: Orange County Power Authority Board of Directors

From: Joe Mosca, Interim Chief Executive Officer

Subject: CHIEF EXECUTIVE OFFICER’S REPORT

Date: July 19, 2023

Orange County Power Authority Ongoing Net Energy Metering (NEM) Enrollments

The next Net Energy Metering (NEM) Enrollment phase will begin on August 1st. This phase includes nearly 3,200 NEM customers. NEM customers are being enrolled every other month based on their “true up” date with SCE. This allows customers to enjoy the full benefit of their NEM program. Orange County Power Authority (OCPA) will continue to enroll residential NEM customers through October 2023.

OCPA offers many benefits to NEM customers, such as a 10% increase above 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.

Improvement Plan Update

A few updates on our progress toward addressing every recommendation made in audits or reports of OCPA (see [OCPA Improvement Plan - Orange County Power Authority \(ocpower.org\)](http://www.ocpower.org)).

Regarding the California State Auditor’s audit of OCPA, OCPA is responsible for updating the State Auditor on its progress at 60-days, 6-months, and 1-year from the issuance of the audit. OCPA updated the State Auditor on its 60-days progress on April 28, 2023. OCPA has not received any comments back from the State Auditor on its submitted update but has been informed that its update is under review. The next update is due in August 2023.

By the end of July, OCPA will have completed 94% of the recommendations with only one recommendation left to address, which is scheduled to be completed by August 2023.

To comply with recommendations by the State Auditor, we adopted an Internal Administrative Policy – Public Records Request Policy. This policy sets forth Orange County Power Authority’s internal policies and procedures for handling requests to inspect and/or copy public records. This Policy is intended to comply with the California Public records Act and all applicable laws

pertaining to disclosure of public records. This Internal Administrative Policy can be found on our website.

Human Resources Update

We are currently in recruitment for a Director of Power Resources. To assist with this recruitment, and the recruitment of the Chief Operating Officer, OCPA has retained the services of CPS HR. A kickoff meeting with CPS HR occurred last week and we will provide more as we make progress. We have also hired Baker Tilly to assist with additional recruitment and HR services.

I'm pleased to announce that Owen Lee has been promoted to the Director of Finance and Data Analytics effective July 1, 2023. Owen's exceptional performance as Controller at OCPA, his expertise in finance and data analytics, and his unwavering commitment have made him an invaluable asset to OCPA. Also, as of July 1, 2023, Steven Halligan has accepted the position of Regulatory and Legislative Manager. Steven's exceptional performance as a Management Analyst at OCPA, his expertise in regulatory and legislative affairs, and his unwavering commitment have made him an invaluable asset to OCPA.

Continue to monitor <https://www.ocpower.org/about-us/careers/> to view current job openings.

Attachments

Non-Power Supply Contracts in Excess of \$50,000 to Under \$100,000

Orange County Power Authority
Non Power Supply Contracts In Excess of \$50,000 to Under \$100,000

Item No	Vendor	Term	Contract Amount	Brief Service Description	Remark
1	Pacific Energy Advisors	6/9/2021-12/31/2024	\$75,000	Power Services back-office support	Amendment to increase the contract amount by \$75k for the back-office support (power supplier invoice validation)
2	CPS HR Consulting	6/26/2023-12/31/2023	\$54,000	Executive recruitment services for COO and Power Resources Director positions	
3	Baker Tilly	7/1/2023 - 6/30/2024	\$75,000	HR consulting services	