



Board Action

BOARD OF DIRECTORS

September 21, 2023

ITEM

Rider Schedules No. 467, 467H and 467L.

PURPOSE

Board Approval to update Rider Schedule Nos. 467, 467H and 467L to enhance customer choice and facilitate greater customer participation.

FACTS

- a. To update the incentive credits offered to customers participating in Rider Schedule No. 467 & 467H – General Service/Large General Service – Curtailable and Rider Schedule No. 467L – General Service – Curtailable – Leased Capacity Option.
- b. To clarify that capacity must be available year-round for Rider Schedule No. 467L General Service – Curtailable – Leased Capacity Option.
- c. To lower the size limit from 500 kW to 100 kW for Rider Schedule No. 467 & 467H General Service/Large General Service – Curtailable.

ACTION

The Finance Committee recommends Board approval to update Rider Schedule No. 467 & 467H General Service/Large General Service – Curtailable and Rider Schedule No. 467L General Service – Curtailable – Leased Capacity Option.

RECOMMENDED:

DocuSigned by:

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Jeffrey M. Bishop
Vice President and Chief Financial Officer

APPROVED FOR BOARD CONSIDERATION:

DocuSigned by:

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L. Javier Fernandez
President and Chief Executive Officer

JMB:bjs

Attachments: Datasheet
Exhibit A – Service Regulations and Schedules
Exhibit B – Rider 467 – OPPD Brattle Letter
Resolution

DEFINITIONS

Auxiliary Generating Unit	A Customer operated generating unit that is used only to provide standby power to replace power normally supplied by a Primary Generating Unit.
Billing Demand	Demand as calculated in the Determination of Demand section and applied to the bill of a Customer who takes service under OPPD's Demand Rate Schedules.
Cogeneration	Concurrent production of electric energy and thermal energy used for heating or cooling purposes.
Curtailable Load	A Customer's Load contracted to be reduced during periods identified by OPPD.
Curtailable Customer	A Customer who has contracted to curtail Load according to the provisions of Rate Schedules 467, 467E, 467H, 467L or 467V.
Customer	Any person, partnership, association, firm, corporation (public or private), limited liability company, governmental agency, or other entity taking service from OPPD at a specific location, whether the service at that address is in their name or some other name.
Customer Owned Generation (COG)	Distributed Generation (DG) not owned and operated by a Nebraska electric utility, but typically owned and operated by a Customer of the utility.
Demand	The instantaneous rate at which energy is delivered to an electrical Load and measured in either kilowatts (kW) or kilovolts-amperes (kVA).
Demand Meter	The device(s) and any auxiliary equipment, including Demand registers, required to measure the Electric Service or to measure the 15-minute period of highest electrical energy consumption supplied by OPPD to a Customer at a Point of Delivery.
Demand Response (DR)	Customer adjustment or control of their electrical Load in response to a signal from the electric utility. Customers with DR capability are typically voluntary participants in special utility DR rate programs.
Demand Side Management (DSM)	See Load Management.
Distributed Energy Resource (DER)	Includes Distributed Generation (DG) and may generally include Load Management and Demand Response technologies.
Distributed Generation (DG)	Electric generation and/or Energy Storage technologies, generally characterized as 'distributed' in nature and interconnected to a utility distribution system at or near Customer Loads. DG may consist of one or more generators or resources. Energy sources used by DG to generate electricity may be from renewable or non-renewable sources.
Electric Service	The service by which OPPD supplies power to a Customer's Point of Delivery, either by overhead or underground wires.

Emergency Generating Unit	A Customer-operated generating unit that is normally only used during an outage of the Electric Service from OPPD, for testing, or during curtailment by a Curtailable Customer.
Energy Storage	Technologies, including but not limited to battery storage, capable of controlled charging and discharging of electrical or other forms of energy, which may be applied in a number of ways to interact with an electrical system.
Federal Holidays	An authorized holiday which has been recognized by the United States government.
NERC Holidays	North American Electric Reliability Corporation (NERC) defined holidays include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.
General Service	Service to any Customer for purposes other than those included in the applicability provisions of the Residential Rate Schedules.
Load	Devices or appliances which consume electrical energy to power electronics or to produce light, heat, cooling, sound, motion/mechanical energy or other intended outcomes. Load can also refer to the cumulative electric energy consumed at any given point in time by a group of such devices or appliances.
Load Management	The process of adjusting or controlling a Customer's electrical Load to assist a utility in achieving a balance between its Customers' Demands and its electrical energy, as opposed to adjusting power station output to match the varying requirements of Customer Load. Also referred to as Demand Side Management (DSM).
Meter	The device(s) and any auxiliary equipment required to measure the Electric Service supplied by OPPD to a Customer at a Point of Delivery.
Owner	The person(s) having Ownership of the Premises or acting as an agent for the Owner.
Point of Delivery	The physical location at which OPPD supplies Electric Service to a Customer and which, unless otherwise agreed upon between OPPD and the Customer, shall be the point where OPPD's Service Wires are joined to the Customer's service terminals.
Power Factor	The ratio obtained by dividing the Customer's maximum kilowatt Demand by the Customer's maximum kilovolt-ampere Demand.
Premises	Building or tract of land identified in a deed stating the details of the conveyance of the property. For OPPD, the Premises details the location of building or tract of land at which Electric Service is supplied by OPPD.
Primary Generating Unit	A Customer-operated generating unit used to supply electrical Load within the Customer's facility, which operates in parallel to OPPD's system, and is not an Emergency Generating Unit.
Primary Service	Single- or three-phase service taken from OPPD's system at a standard available voltage above 11,000 volts, provided there is only one transformation

involved from OPPD's transmission voltage (above 60,000 volts) to the service voltage.

Qualified Generator	Generators that qualify for net metering as set forth in the Nebraska Revised Statutes. Qualified Generators are interconnected behind a Customer's service Meter located on the Customer's Premise with an aggregate nameplate capacity of 25 kW or less that uses as its energy source: methane, wind, solar, biomass, hydropower, or geothermal and is controlled by the generation owner.
Rate Schedule	Outlines the rate(s), fees, and charges for, or in connection with, Electric service received from OPPD.
Residential	House, trailer, apartment, flat or unit of a multi-family dwelling that is equipped with cooking facilities. Electric Service for one single-family dwelling may be served on a Residential Service Rate Schedule.
Rider Schedule	Outlines the rate(s), fees and charges used in conjunction with the Customer's electrical Rate Schedule. Rider Schedules can be optional or required based on Electric Service requirements.
Schedule	Rates, charges and other provisions under which service is supplied.
Seasonal Energy Efficiency Ratio (SEER)	The total cooling of a central air conditioner or heat pump in British thermal units (Btu) during its normal annual usage period for cooling divided by the total electric energy input in watthours during the same period as rated by the American Refrigeration Institute (ARI) Guide.
Secondary Service	Single- or three-phase service taken from OPPD's system at a standard available voltage below 11,000 volts, provided the conditions defined under "Primary Service" are not applicable.
Service Area	The geographic area in which OPPD provides Electric Service.
Service Wires	The wires, owned by OPPD, connecting OPPD's distribution system to a Customer's service terminals.
Small Power Production	A facility with less than 80,000 kilowatts of installed capacity that produces electricity from such primary energy sources as biomass, waste, or renewable resources including wind, solar, geothermal, and hydroelectric energy.
Standby Service	Service to supply electrical energy to serve a Customer's Load that is usually served by the Customer's generating unit.

RIDER SCHEDULE NO. 467 & 467H

General Service/Large General Service – Curtailable

APPLICABILITY

This Rider Schedule is applicable to all non-Residential Customers throughout OPPD’s Service Area that are capable and willing to curtail a minimum of ~~100500~~ kilowatts of Curtailable Demand (consisting of a minimum of 20% of Customer Load) or 500 kilowatts (without restrictions), during Curtailment Periods specified by OPPD, subject to the terms of this Rider Schedule and any applicable Curtailment Agreement.

The Customer must agree to reduce the Load served by OPPD during a Curtailment Period, upon request by OPPD, to the Firm Demand. The Customer must enter into a Curtailment Agreement with OPPD, and the decision to enter into a Curtailment Agreement with any Customer under this Rider Schedule is at the discretion of OPPD and is based on operational and market conditions.

This Rider Schedule is not available to those Customer accounts served under Rider Schedule Nos. 464, 355, or 467L.

BILLING COMPONENTS

Monthly Service Charge: \$84.70 per month

Curtailment Credit: ~~Based on Customer signed Curtailment Agreement~~

Option	467	467H
Minimum Demand	1500 kW – 9,999 kW	10,000+ kW
Capacity Curtailment Only (Max. 100 hours per year)	\$3.95 <u>4.67 per kW</u>	\$4.19 <u>4.96 per kW</u>
Max. 100 Hours of Energy Curtailment & 100 Hours of Capacity Curtailment per year	\$4.18	\$4.42
Max. 200 Hours of Energy Curtailment & 100 Hours of Capacity Curtailment per year	\$4.41	\$4.66
Max. 300 Hours of Energy Curtailment & 100 Hours of Capacity Curtailment per year	\$4.64	\$4.89
Max. 400 Hours of Energy Curtailment & 100 Hours of Capacity Curtailment per year	\$4.87	\$5.12

~~Non-Compliance Charge if applicable~~

~~A credit per kilowatts of Curtailable Demand that varies according to the type or the maximum number of hours of curtailment that the Customer agrees to under a Curtailment Agreement.~~

Determination of Firm Demand and Curtailable Demand

For purposes of determining the Firm Demand and Curtailable Demand, before December 1 of each year, OPPD will review the Customer's recent historical Load at the time of OPPD's system peak to determine the Customer's average Load for those hours in which OPPD's Load was within 90% of OPPD's annual system peak. Periods during which the Customer provided a Demand reduction in response to a curtailment request will be excluded from this calculation.

Prior to January 1, the Customer may elect to adjust the Firm Demand amount provided the resulting Curtailable Demand is at least 100 kilowatts (consisting of a minimum of 20% of Customer Load) or 500 kilowatts (without restrictions).~~500 kilowatts.~~

An adjustment will be made to the Curtailable Demand if the annual review of the Customer's historical Load characteristics indicates a smaller amount of Curtailable Load is appropriate. If the annual review indicates that the Customer is unable to provide a minimum of 100 kilowatts of Curtailable Demand (consisting of a minimum of 20% of Customer Load) or 500 kilowatts of Curtailable Demand (without restrictions).~~500 kilowatts of Curtailable Demand~~, the Customer will be notified that service will no longer be provided under this Rider Schedule and any applicable Curtailment Agreement will be terminated.

If Demand history is not available, OPPD will review the operation of the facility with the Customer and determine reasonable Curtailable and Firm Demands.

Non-Compliance Charge for Failure to Reduce Load to the Firm Demand

For a July or August billing period, loss of credit for four (4) times the monthly credit per kilowatt of Curtailable Demand for all Demand exceeding the Firm Demand during any Curtailment Period. For a June or September billing period, loss of credit for two (2) times the monthly credit per kilowatt of Curtailable Demand for all Demand exceeding the Firm Demand during any Curtailment Period.

In the event of multiple failures to reduce Load within the same billing period:

- The loss of credit penalty will be applied once per kilowatt to the Customer's highest Demand recorded for all Demand exceeding the Firm Demand during the billing period; and
- For any monthly billing period, ~~50.0~~ cents per kilowatt-hour for all energy exceeding the Firm Demand level taken during each Curtailment Period.

If a Customer's failure to curtail to the Firm Demand when requested results in an OPPD purchase of capacity, the Customer will also reimburse OPPD for a proportionate share of this capacity cost. This reimbursement will be based on the current levelized cost of a combustion turbine peaking unit, including fixed capital and operation and maintenance costs. This charge will be increased by 23% to recover costs associated with the reserve margin and Demand losses on the transmission and distribution system. The resultant charge will be applied to the Customer's highest Demand recorded for all Demand exceeding the Firm Demand during a Curtailment Period. These charges will be assessed only once during the June 1 through September 15 period.

If the capacity purchase is less than the amount of Load not curtailed by the Customer, a pro-rata share of the capacity charge will be assessed to the Customer.

ADMINISTRATIVE

Definitions

~~*Curtailable Demand:* The Demand the Customer agrees to have available for curtailment within a ~~two~~four-hour notification period. The Demand is either at least 100 kilowatts consisting of a minimum of 20% of Customer Load or 500 kilowatts without restrictions. This Load can be curtailed and/or served by the Customer's Emergency Generating Units. The Demand (at least 500 kilowatts) the Customer agrees to have available for curtailment within a two hour notification period. This Load can be curtailed and/or served by the Customer's Emergency Generating Units.~~

Curtailment Period:

Capacity Curtailment: May only occur when OPPD's projected Load is within 95% of the Deficit Load Condition, as determined ~~solely~~ by OPPD, or as directed by the Southwest Power Pool (SPP) by the Reliability Coordinator or Balancing Coordinator for OPPD, to reduce Load from June 1 through September 15, 12 P.M. to 10 P.M., Monday through Friday, excluding ~~Federal~~ NERC Holidays. There is a maximum of 100 hours of Capacity Curtailment during a contract year.

~~*Energy Curtailment:* May occur at any time during the year, at OPPD's option, 12 P.M. to 10 P.M., Monday through Friday, excluding Federal Holidays.~~

Firm Demand: The Demand the Customer agrees not to exceed during a Curtailment Period. The Firm Demand is the Customer's Load that is not subject to curtailment.

Deficit Load Condition: The point at which OPPD's Load exceeds available capability, less net reserve capacity obligation, plus firm purchases, less firm sales.

Duration of Curtailment Period: The ~~duration of any~~ Curtailment Period will not exceed ten (10) hours.

Curtailment Notification: The Customer will be notified at least ~~two-four~~ (24) hours in advance of the time the Customer's Load must be curtailed. OPPD will specify that the Customer must not exceed the Firm Demand level during the Curtailment Period. Notification will be given to the Customer by at least 3 P.M. on the day of a curtailment.

~~Official notification~~ Notice of a Curtailment Period will be by email.

OPPD will also follow-up the email with a telephone call to the Customer's designated official contact. The Customer will provide OPPD with the name, telephone number, and email address of the primary and secondary contacts. The inability of OPPD to reach the primary or secondary contacts by telephone will not relieve the Customer of the obligation of curtailing Load when an email notification is sent by OPPD.

~~Option to Purchase Replacement Energy~~

~~Upon notification of an Energy Curtailment, the Customer may request that OPPD attempt to provide replacement power for any energy exceeding the Firm Demand. The availability of this replacement power is not guaranteed. If this power is available, OPPD will notify the Customer of the availability and the price for the requested replacement power.~~

~~Once notified about availability and price, the Customer may choose to either:~~

- ~~• Purchase this power at a price specified by OPPD, or~~
- ~~• Curtail to the Firm Demand as requested by OPPD.~~

~~The Customer has one (1) hour to notify OPPD by email whether it chooses to purchase the replacement power. If the Customer fails to notify OPPD within one (1) hour, the Customer will curtail to the Firm Demand and will be subject to applicable non-compliance charges for any Demand or energy taken exceeding the Firm Demand.~~

Option to Change Curtailment Agreement

Annually, the Customer ~~may make changes to~~ will have the option to change the type and/or the maximum number of hours of curtailment that the Customer is subject to, as agreed to in the Curtailment Agreement, ~~if agreed to by OPPD and incorporated into a new or amended Curtailment Agreement.~~ The Customer must notify OPPD before January 1 to make a change for the following calendar year. If the Customer does not notify OPPD by December 31, the Customer will continue to be subject to the same ~~type and the maximum number of hours of~~ curtailment for the following calendar year.

Rider Schedule Period

The Rider Schedule ~~D~~duration, and the term of any Curtailment Agreement hereunder, will be three ~~(3)~~ years. The applicable Curtailment Agreement, at its expiration date, will automatically be renewed for an additional three (3) years, unless cancelled by written notice by either party at least six (6) months before the expiration date.

Mandatory Testing

OPPD will, at its discretion, conduct one curtailment test day (maximum 10 hours) per year between June 1 and September 15 for testing and compliance with the Rider Schedule. The curtailment test day can be requested without regard to the Capacity Curtailment provision that the curtailment may only occur when OPPD's projected Load is within 95 percent of the Deficit Load Condition. The hours tested during the curtailment test day will count toward the maximum hours of Capacity Curtailment during a contract year.

Non-Compliance ~~Penalties~~Charge

If a Customer fails to reduce their Load to the Firm Demand level when requested to do so during more than one billing month during the ~~three (3)-year~~Rider Schedule ~~-D~~duration, including the curtailment test days, the Customer will be subject to the Non-Compliance Charge and:

- Will be removed from this Rider Schedule, or
- The Curtailable and/or Firm Demand level will be adjusted at the discretion of OPPD, ~~provided the resulting Curtailable Demand is not less than 100 kilowatts (consisting of a minimum of 20% of Customer Load) or 500 kilowatts (without restrictions).~~ provided the resulting Curtailable Demand is not less than 500 kilowatts.

Metering

OPPD will provide the necessary Load profile metering equipment and telephone connection to this equipment to administer this Rider Schedule. OPPD will also provide Demand pulses at the metering location for Customer-Owned Demand metering within the Customer's facility.

Special Conditions

OPPD will not be required to accept a level of Curtailable Demand with a Customer greater than OPPD reasonably believes the Customer is capable of providing.

OPPD retains the discretion to limit total participation and total Curtailable Demand ~~on~~under this Rider Schedule.

~~If OPPD does not require all of the Customers on this Rider Schedule to curtail during a Capacity Curtailment, the Customers that are requested to curtail will be determined at the sole discretion of OPPD. OPPD will rotate these curtailments among all of the Customers on this Rider Schedule.~~

~~Customers will have the ability to enter into a curtailment agreement under this rider based on the sole discretion of OPPD. not be able to enter into a Curtailment Agreement under this rider for the current calendar year after January 1.~~

The terms and conditions of the appropriate standard Rate Schedule applicable to the service rendered form a part of this Rider Schedule.

If the Customer elects to operate Emergency Generating Units in parallel with OPPD rather than curtail Load, the interconnection of this equipment with OPPD's system must meet the standards specified in the policy for "Parallel Operation of Customer-Owned Generation Equipment." All required policies can be found at <https://www.oppd.com>.

Service Regulations

Customers under this Rider Schedule must comply with all OPPD Service Regulations.

RIDER SCHEDULE NO. 467L

General Service - Curtailable - Leased Capacity Option

APPLICABILITY

This Rider Schedule is applicable to all non-Residential Customers throughout OPPD's Service Area that own and operate electric generating facilities that are interconnected with OPPD's distribution facilities, subject to the terms of this Rider Schedule and applicable Leased Capacity Agreement. The Customer's facilities may normally be used to serve part or all of the Customer's electrical Load. The Customer must be capable of providing a minimum of 100 kilowatts to OPPD.

The decision to enter into ~~an agreement a~~ Leased Capacity Agreement with any Customer under this Rider Schedule is at the discretion of OPPD based on operational and market conditions. A Customer desiring to provide curtailable capacity to OPPD by utilizing Emergency Generating Units or by reducing Load may be served on Rate Schedule No. 467, but not this Rider Schedule.

This Rider Schedule is not available to those Customer accounts served under Rate Schedule Nos. 464, 355.

BILLING COMPONENTS

Monthly Credit:

Capacity Credit:

~~\$3.104.60~~ per kW of Leased Capacity

Energy Credit:

~~16.0025.009.00~~ cents/kWh

Reimbursement for energy generated is applicable only when requested by OPPD during the current billing period or during the performance of test procedures when requested by OPPD.

ADMINISTRATIVE

Definitions

Leased Capacity: Amount of capacity, in kilowatts, of the Customer's generating facilities made available to OPPD, as agreed to under a Leased Capacity Agreement. This amount will be determined through test procedures, as discussed below. This amount will not exceed the Customer's Billing Demand as defined under the regular Rate Schedule, applicable to the service rendered by OPPD, unless the Customer has Nebraska Power Review Board approval for these generating facilities.

Metering

OPPD will determine whether the Customer's generating facility metering is sufficient to monitor energy production. If it is determined that new and/or additional metering is required, OPPD will provide and install this metering at the Customer's cost.

Duration of Generating Facility Operation

The duration of any requested generating facility operation will be for a minimum of four (4) hours and a maximum of ten (10) hours, unless otherwise mutually agreed. These requests will occur year-round ~~only occur~~ from 12 P.M. to 10 P.M., Monday through Friday, excluding NERC Federal Holidays.

Curtailment Notification

The Customer will be notified at least ~~four~~ two (42) hours in advance of the time the Customer must operate its generating facility. Notification will be given to the Customer by at least 3 P.M. on the day of a request to operate.

~~Official notification~~ Notice of a request to operate will be by email.

OPPD will also follow-up the email with a telephone call to the Customer's designated telephone contact. The Customer will provide OPPD with the name, telephone number, and email address of the primary and secondary contact. The inability of OPPD to reach the primary or secondary contact by telephone will not relieve the Customer of the obligation of operating the Leased Capacity when an email notification is sent by OPPD.

Rider Schedule Period

The Rider Schedule ~~Duration~~, and the term of any Leased Capacity Agreement hereunder, will be three (3) years. The applicable Leased Capacity Agreement, at its expiration date, will automatically be renewed for an additional three (3) year periods unless cancelled by written notice by either party at least six (6) months before the expiration date.

Test Procedures

The tests to determine the Leased Capacity will be conducted jointly by OPPD and the Customer. The tests will be performed periodically at the request of either the Customer or OPPD and will be one-hour tests. The Customer will provide the personnel and equipment to perform the tests, and the Customer will record and document the tests. If a change in Leased Capacity is indicated it will be revised accordingly on the first day of the subsequent billing period, and the Customer and OPPD either will enter into a new Leased Capacity Agreement or amend the existing Agreement.

Increase in Leased Capacity

The Customer may install or enlarge its generating facilities, and subject to the approval of OPPD, add to the Leased Capacity made available to OPPD. OPPD will recognize the Leased Capacity as determined by the test procedures specified above, and the Customer and OPPD either will enter into a new Leased Capacity Agreement or amend the existing Agreement.

Non-Compliance Actions

If all, or part, of the Leased Capacity is not available to OPPD during any month, OPPD will have the right to suspend credit for that part of the Leased Capacity which is not available for that month or any subsequent month(s). Upon Customer's demonstration in accordance with the test procedures that all or part of the previously unavailable Leased Capacity is available, OPPD will resume the monthly credit for this capacity during the following month.

Absent this demonstration, OPPD may reduce the amount of Leased Capacity for the remainder

of the term of the Leased Capacity Agreement.

In the event all or part of the Leased Capacity, excluding any scheduled maintenance, is not available when OPPD requests that power be generated, OPPD will ~~forward~~provide written notice to the Customer of this non-compliance. If two of these notices are sent to the Customer in a two year period, OPPD will have the right to reduce the amount of the Leased Capacity for the remainder of the term of the applicable Leased Capacity Agreement. OPPD will provide the Customer with not less than fifteen (15) days written notice before exercising this right.

Scheduled Maintenance

The Customer will not ~~S~~schedule maintenance of the generating facilities between June 1 and September 15 of any calendar year. The Customer will provide 60-day prior notice of any ~~S~~scheduled maintenance to OPPD. The unavailability of generating facilities for ~~S~~scheduled maintenance will not exceed thirty (30) days.

Special Conditions

OPPD retains the right at its sole discretion to limit participation and the total amount of Leased Capacity it purchases through this Rider Schedule.

The terms and conditions of the appropriate standard Rate Schedule applicable to the service rendered form a part of this Rider Schedule.

Service Regulations

Customers under this Rider Schedule must comply with all OPPD Service Regulations.

August 30, 2023

Board of Directors
 Omaha Public Power District
 444 South 16th Street Mall
 Omaha, Nebraska 68102-2247

Ladies and Gentlemen:

I. Background

This letter discusses modifying Rider Schedules Nos. 467 & 467H and 467L. OPPD proposes changing the Riders’ language and their incentive credits.

II. Discussion

Rider Schedules Nos. 467 & 467H and 467L

OPPD proposes to modify the incentive credits offered to customers participating in Rider Schedule No. 467 & 467H - General Service/Large General Service - Curtailable, and Rider Schedule No. 467L - General Service - Curtailable - Leased Capacity Option. The table below provides the current and proposed incentives.

	467	467H	467L
Current Rate			
Capacity Credit \$/kw-month	3.95	4.19	3.10
Energy Credit cents/kWh	N/A	N/A	16
New Rate			
Capacity Credit \$/kw-month	4.67	4.96	4.60
Energy Credit cents/kWh	N/A	N/A	25

ONE BEACON STREET, SUITE 2600, BOSTON, MA 02108

August 30, 2023

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For Rider Schedule No. 467L General Service - Curtailable - Leased Capacity Option, OPPD proposes to modify the language to clarify that such capacity must be available throughout the year. Finally, for these Riders, OPPD proposes to reduce the Rider's size limit from 500 kW to 100 kW.

III. Findings

We have reviewed the District's proposed rate changes. We find the proposed changes to be fair, reasonable, and non-discriminatory.

We note that the Southwest Power Pool SPP is developing guidance on demand resource (DR) programs and accreditation. Such guidance may affect these Riders in the future.

IV. Recommendation

We recommend the Board adopt the District's proposed revisions to these Riders.

Respectfully yours,



Philip Q Hanser
Principal Emeritus
The Brattle Group



Sanem Sergici, Ph.D.
Principal
The Brattle Group



Spurgeon/Bishop

RESOLUTION NO. 6587

WHEREAS, Rider Schedule No. 467 & 467H – General Service/Large General Service – Curtailable and Rider Schedule No. 467L – General Service – Curtailable – Leased Capacity Option provide commercial customers curtailable offerings that help the District meet resource adequacy requirements; and

WHEREAS, to increase customer choice and promote greater customer participation in curtailment offerings, the District proposes to update incentive credits and other conditions in the rider schedules; and

WHEREAS, the District's Rate Consultant, The Brattle Group, has issued an opinion letter in support of the proposed changes to the rider schedules.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors approves the revisions to Rider Schedule No. 467 & 467H – General Service/Large General Service – Curtailable and Rider Schedule No. 467L – General Service – Curtailable – Leased Capacity Option, as set forth on the attached Exhibit A, to be effective September 21, 2023.