

## Agenda

### OPPD Board of Directors – All Committees Meeting

Tuesday, May 13, 2025






PUBLIC SESSION 10:00 A.M.

*Conducted in person at BCBS, Aksarben Conference Room and virtually via WebEx audio/video conference. Public may attend remotely by going to [www.oppd.com/CommitteeAgenda](http://www.oppd.com/CommitteeAgenda) to access the WebEx meeting link or the public may attend in person at BCBS, 1919 Aksarben Dr –Wahoo Room Omaha, NE, which will be set up as a physical location to view the WebEx.*

	TOPIC	TYPE	PRESENTER	TIME*	
1.	Chair Opening Statement		Core	10:00	A.M.
2.	Safety Briefing		Fernandez	10:05	A.M.
3.	Governance Committee			10:10	A.M.
	Governance Chair Report (05/06/25)	Reporting	Spurgeon	5	min
	Severance Agreements in Excess of \$50,000	Reporting	Purnell	5	min
	2025 Labor Agreement Ratification - IBEW Local No. 763 and IAM & AW Local No. 31	Action	Purnell	15	min
	2024 Annual Health Plan Report	Action	Purnell	15	min
	Board Policy Revisions -- BL-8: Delegation to the President and Chief Executive Officer – Procurement; GP15 – Nuclear Oversight; and GP-5: Election of Board Officers	Action	Focht	10	min
4.	Customer & Public Engagement Committee			11:00	A.M.
	C & PE Chair Report (05/05/25)	Reporting	Howard	5	min
	Legislative and Regulatory Update	Reporting	McAreavey	15	min
	Product and Services Update	Reporting	McAreavey	15	min
5.	Finance Committee			11:35	A.M.
	Finance Chair Report (05/02/25)	Reporting	Moody	5	min
	First Quarter 2025 Financial Report	Reporting	Underwood	15	min
	First Quarter 2025 Retirement Fund Report	Reporting	Underwood	5	min
	SD-3: Access to Credit Markets Monitoring Report	Action	Underwood	20	min
	<b>Lunch Break</b>			12:20	P.M.
	<b>Finance Committee continued</b>			12:50	P.M.
	Rate Design Update: Declining Blocks Removal	Reporting	Underwood	60	min
	AMI Opt-Out Service Charge	Reporting	Underwood	15	min
6.	System Management & Nuclear Oversight Committee			2:05	P.M.
	SM & NO Chair Report (04/28/25)	Reporting	Williams	5	min
	Nuclear Oversight Committee Quarterly Report	Reporting	Via	10	min
	NOS ELG Building and Equipment - Engineer's Certification	Action	Via	5	min
	Transmission and Substation Contract Alliance – Engineer's Certification	Action	Via	15	min
	Advanced Metering Infrastructure (AMI) Program Update	Reporting	Underwood	15	min
7.	Other Business			2:55	P.M.
	Confirmation of Board Meeting Agenda	Action	Core	5	min
	Review of Board Work Plan	Discussion	Core	5	min
	Opportunity for Public Comment on Items of District Business	Public Comment			

\* All times and duration are estimates. Please use the link below to find board agendas, materials and schedules. Board governance policies and contact information for the Board and Executive Leadership team also can be found at [www.oppd.com/BoardMeetings](http://www.oppd.com/BoardMeetings).

## PHYSICAL SAFETY CHECKPOINT

-  Feeling Ill?
-  Locate AED's, Exits, and First Aid
-  Environmental Hazards
-  Identify Help
-  Active Shooter (Run, Hide, Fight)

## PSYCHOLOGICAL SAFETY CHECKPOINT

-  Respect
-  Healthy Conflict
-  Multiple Perspectives
-  Trust
-  Culture of Curiosity

## CYBER SECURITY

### SEE SOMETHING, SAY SOMETHING

- The Sooner The Better
- Identify unknown phone number(s) or person(s) in virtual meetings



## CONTACT

**CENTRAL STATION:** 531-226-3700 for an emergency  
**SAFETY:** 531-226-7233 (SAFE) to report a safety issue  
**OPPD SERVICE DESK:** 531-226-3848  
**HUDDLE SPACE SECURITY:** 402-982-8200



## Pre-Committee Agenda

GOVERNANCE PRE-COMMITTEE MEETING  
WEBEX VIDEOCONFERENCE  
May 6, 2025, 8:00 – 9:00 A.M.

1. Safety Briefing (Purnell – 2 min)
  2. Prior Month Pre-Committee Action Items (DeSeure – 1 min)
    - a. Objective: Review and confirm prior pre-committee action items have been completed.
  3. Discuss Board Policy Revision: GP-5: Election of Board Officers (Focht – 5 min)  
Objective: Confirm approach to revisions and answer Committee's clarification-focused questions.
  4. Annual Health Plan Report (Purnell – 15 min)
    - a. Objective: Review and confirm the annual health report and answer committee member questions.
  5. 2025 Labor Agreement Ratification – (Purnell – 20 min)
    - a. Objective: Inform committee of the 2025 Labor Agreement Ratification and answer committee member questions.
  6. Severance Agreement in Excess of \$50k (Purnell – 2 min)
    - a. Objective: Inform the board of severance agreements in excess of \$50k.
  7. Ethics Reporting (Purnell – 1 min)
    - a. Objective: Confirm with the Governance Committee Chair whether any ethics-related allegations have been reported or investigated.
  8. Governance Committee Planning Calendar (Focht – 2 min)
    - a. Objective: Review and confirm items on the Planning Calendar.
  9. Board Work Plan – Governance Committee Items (Focht – 10 min)
    - a. Objective: Committee members to review, discuss, prioritize and confirm items on the Board Work Plan with focus on DRAFT Board Chair Success Profile.
  10. Summary of Meeting (DeSeure - 2 min)
    - a. Objective: Summarize action items from committee discussion.
-

ALL COMMITTEES – May 13, 2025

<b>GOVERNANCE COMMITTEE</b>	<b>TYPE</b>	<b>PRESENTER</b>	<b>TIME</b>	<b>MINS</b>
Governance Pre-Committee (5/6/2025)	Reporting	Spurgeon	5	min
Severance Agreement in Excess of \$50k	Reporting	Purnell	5	min
2025 Labor Agreement Ratification (31 & 763)	Action	Purnell	15	min
Board Policy Revisions – BL-8: Delegation to the President and Chief Executive Officer – Procurement; GP—15 – Nuclear Oversight; and GP-5:Election of Board Officers	Action	Focht	10	min
Annual Health Plan Report	Action	Purnell	15	min





## Reporting Item

### BOARD OF DIRECTORS

May 13, 2025

### ITEM

Severance Agreements – Fort Calhoun Station Decommissioning

### PURPOSE

Report on Severance Agreements executed due to decommissioning of Fort Calhoun Station

### FACTS

- a. Omaha Public Power District's Board of Directors voted on June 16, 2016, to cease operations at Fort Calhoun Station.
- b. Omaha Public Power District offers a severance program (for the purposes of Fort Calhoun Station Decommissioning) for exempt employees who stay with the district through their layoff date in exchange for a release of claims. IBEW Local 763, IBEW Local 1483, and IAWAM Local 31 entered into Memoranda of Understanding with OPPD which include the same severance program.
- c. As of May 1, 2025, two additional employees have been separated from OPPD as a result of FCS Decommissioning and separation agreements have been executed.
- d. These severance agreements involved payments that exceed \$50,000 and therefore may be subject to the requirement for reporting settlement agreements under Section 84-713 of the Nebraska Revised Statutes. These agreements are referenced on the attachment.
- e. These severance agreements are available for inspection in the office of the Corporate Secretary.

### RECOMMENDED:

DocuSigned by:

*McKell V. Purnell*

McKell V. Purnell

Vice President – Human Capital

### APPROVED FOR REPORTING TO BOARD:

Signed by:

*L. Javier Fernandez*

L. Javier Fernandez

President and Chief Executive Officer

Attachment: List of May 2025 Severance Agreements Exceeding \$50,000



Attachment  
List of May 2025 Severance Agreements Exceeding \$50,000

Employee Information as of May 1, 2025	Total Severance
Shift Security Supervisor FCS (Utility Operations)	\$80,423.19
Project Controls Specialist (Utility Operations)	\$126,090.56



## Board Action

May 13, 2025

### ITEM

International Brotherhood of Electrical Workers, Local No. 763, ("IBEW Local No. 763"), and International Association of Machinists and Aerospace Workers, Local No. 31 ("IAM&AW Local No. 31"), contract settlements.

### PURPOSE

To report that tentative agreements have been reached with IBEW Local No. 763 and IAM&AW Local No. 31 for a three (3) year period. The Agreements are presented to the Board of Directors for approval.

### FACTS

- a. IBEW Local No. 763 represents 692 craft workers, and IAM&AW Local No. 31 represents 40 craft workers.
- b. The Unions have ratified their respective Agreements, included as attachments: Exhibit A – IBEW Local No. 763, and Exhibit B – IAM&AW Local No. 31.
- c. Each Agreement calls for comparable but competitive increases to wages as follows:
  - IBEW Local No. 763: 4% effective June 1, 2025, 4% effective June 1, 2026, and 4% effective June 1, 2027.
  - IAM&AW Local No. 31: 4% effective June 1, 2025, 3% effective June 1, 2026, and 3% effective June 1, 2027. Signing Bonus of one thousand five hundred dollars (\$1,500) to each bargaining unit member for ratification.
- d. Each Agreement creates a non-emergency clause, in the event the Company requires coverage for reasons other than an outage or an emergency.
- e. The IBEW Local No. 763 Agreement includes language to modify storm provisions, consolidate and remove classifications, and changes to sick leave.
- f. The IAM&AW Local No. 31 Agreement includes changes to clarify existing language and modify the transfer request process.

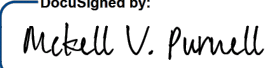
- g. The Agreements also reflect additional negotiated changes to the contracts, including, but not limited to, health insurance, retirement savings plans, post-retiree health insurance, holidays, meal allowances, relocation assistance, and travel allowances.
- h. The settlements include the ratification of changes agreed upon with the unions since the last negotiations.


ACTION

Board approval of the tentative agreements for IBEW Local No. 763, and IAM&AW Local No. 31 for a three (3) year period

RECOMMENDED:

APPROVED FOR BOARD CONSIDERATION:

DocuSigned by:  
  
2C08AF8E3BD742A...  
McKell V. Purnell  
Vice President – Human Capital

Signed by:  
  
AC399FDC86247E...  
L. Javier Fernandez  
President and Chief Executive Officer

Attachments:

- Exhibit A – IBEW Local No. 763
- Exhibit B – IAM&AW Local No. 31

**EXHIBIT A**  
**2025 NEGOTIATIONS**

**THE OMAHA PUBLIC POWER DISTRICT**  
**(“THE COMPANY” OR “OPPD”)**



**AND**

**IBEW LOCAL UNION No. 763**  
**(“THE UNION” OR “IBEW 763”)**



***Tentative Agreement Reached on April 3, 2025***

**KEY:**

**BLUE** = Language agreed to by the parties that will be added to the Labor Agreement

**RED** = Language in the labor agreement the parties have agreed to remove.

## TABLE OF CONTENTS

GENERAL WAGE INCREASE, MARKET ADJUSTMENTS, TITLE CHANGES, AND CLASSIFICATION CONSOLIDATION .....	5
General Wage Increase.....	5
Market Adjustments and Classification Title Changes.....	5
Cable Splicer.....	5
Electrician 1 <sup>st</sup> Class .....	5
Line Technician .....	6
Relay Specialist 1 <sup>st</sup> Class.....	7
Senior Electrician .....	7
Transportation.....	8
Classification Consolidation and Title Changes .....	8
Warehouse Department .....	8
Transportation.....	9
Helper, Utility Worker, Laborer .....	9
New Classifications:.....	10
Transportation.....	10
Remove classifications.....	11
Obsolete Classifications .....	11
Operations – Material Handling .....	11
HEALTH INSURANCE, DEFERRED COMPENSATION MATCH, AND VOLUNTARY EMPLOYEE’S BENEFITS ASSOCIATION TRUST CHANGES.....	12
Health Insurance.....	12
Infertility Benefits.....	12
Health Savings Account Funding Enhancement .....	12
Add Limited Purpose Flexible Spending Account .....	13
Deferred Compensation (401k/457/HSA) Match: Formula And Enhancement to Amount.....	13
Voluntary Employee’s Benefit Association Trust – Enhancement To Annual Service Credit	13
ARTICLE II – RECOGNITION AND COOPERATION.....	13
Union Payroll Deduction.....	13
ARTICLE V – SENIORITY.....	14

Crew Leader University .....	14
ARTICLE IV – WORKING PERIODS AND RULES .....	15
Floating Holidays .....	15
ARTICLE VI – LEAVES OF ABSENCE .....	16
Leave while serving as Pallbearer .....	16
ARTICLE VII – VACATION LEAVE, PAID SICK LEAVE, PAID PARENTAL LEAVE AND WELLNESS LEAVE .....	16
Paid Sick Leave .....	16
Wellness Leave .....	17
ARTICLE XI. DISCIPLINE ACTION .....	17
EXHIBIT “A” EMPLOYEE CLASSIFICATIONS, WAGE RATES AND RULES .....	18
Relocation Assistance .....	18
EXHIBIT “B” DIVISIONAL RULES .....	18
Meal Allowance Enhancement .....	18
Acting Crew Leader .....	19
Travel Allowance .....	19
Temporary 24-Hour Coverage Shift Assignment .....	20
Energy Production .....	20
Confined Space Rope Rescue Incentive Pay .....	20
Crane Operation .....	21
Storm Restoration .....	21
Transmission & Distribution Construction .....	23
Crew Scheduling Evenings and Saturdays .....	23
Non-Metro On-Call System .....	25
Warehouse Department .....	25
Work Rules .....	25
Transfers .....	26
Acting Crew Leader .....	27
Headquarters .....	27
AGREEMENT CLEAN-UP .....	28
Removal of Past Effective Dates .....	28



Conclusion for Incentive for COVID-19 Vaccinations.....	28
Removal of Reference to Classifications in Wrong Sections .....	28
TEMPORARY CREW LEADER.....	29
PART-TIME EMPLOYEES.....	29
Health Insurance Changes.....	29
Deferred Compensation Match Changes.....	29
Paid Time Off Enhancement .....	29

## GENERAL WAGE INCREASE, MARKET ADJUSTMENTS, TITLE CHANGES, AND CLASSIFICATION CONSOLIDATION

### GENERAL WAGE INCREASE

The parties agree to a three (3) year contract effective June 1, 2025, to May 31, 2028. The parties agree to a 4% general wage increase effective June 1, 2025, a 4% general wage increase effective June 1, 2026, a 4% general wage increase effective June 1, 2027.

The parties agree that the general wage increase will be effective Sunday of the payroll week closest to June 1<sup>st</sup> of the respective year.

### MARKET ADJUSTMENTS AND CLASSIFICATION TITLE CHANGES

The following market adjustments will be made on May 31, 2025, before the application of the general wage increase. Applicable adjustments are based on the basic wage rate of the journey level classification.

#### CABLE SPLICER

The parties agree to a 4% wage rate increase.

Occd	Classification Title	Rate Step	Current Hourly Rate	May 31, 2025 Hourly Rate
6501	Working Cable Splicer Crew Leader	1	\$57.42	\$59.74
6512	Cable Splicer	1	\$52.70	\$54.81
6525	Apprentice Cable Splicer – 8 <sup>th</sup> six months	8	\$48.67	\$50.70
6525	Apprentice Cable Splicer – 7 <sup>th</sup> six months	7	\$47.41	\$49.33
6525	Apprentice Cable Splicer – 6 <sup>th</sup> six months	6	\$46.06	\$47.96
6525	Apprentice Cable Splicer – 5 <sup>th</sup> six months	5	\$44.77	\$46.59
6525	Apprentice Cable Splicer – 4 <sup>th</sup> six months	4	\$43.44	\$45.22
6525	Apprentice Cable Splicer – 3 <sup>rd</sup> six months	3	\$42.12	\$43.85
6525	Apprentice Cable Splicer – 2 <sup>nd</sup> six months	2	\$40.83	\$42.48
6525	Apprentice Cable Splicer – 1 <sup>st</sup> six months	1	\$39.49	\$41.11

#### ELECTRICIAN 1<sup>ST</sup> CLASS

The parties agree to a 4% wage rate increase and to change the classification title Electrician 1<sup>st</sup> Class to Substation Electrician.

Occd	Classification Title	Rate Step	Current Hourly Rate	May 31, 2025 Hourly Rate
7001	Working Substation Electrician Crew Leader	1	\$58.28	\$60.63

<b>Occd</b>	<b>Classification Title</b>	<b>Rate Step</b>	<b>Current Hourly Rate</b>	<b>May 31, 2025 Hourly Rate</b>
<b>7005</b>	Substation Electrician	1	\$53.48	\$55.62
<b>7017</b>	Apprentice Substation Electrician – 9 <sup>th</sup> six Months	9	\$49.48	\$51.45
<b>7017</b>	Apprentice Substation Electrician – 8 <sup>th</sup> six months	8	\$48.11	\$50.06
<b>7017</b>	Apprentice Substation Electrician – 7 <sup>th</sup> six months	7	\$46.76	\$48.67
<b>7017</b>	Apprentice Substation Electrician – 6 <sup>th</sup> six months	6	\$45.45	\$47.28
<b>7017</b>	Apprentice Substation Electrician – 5 <sup>th</sup> six months	5	\$44.11	\$45.89
<b>7017</b>	Apprentice Substation Electrician – 4 <sup>th</sup> six months	4	\$42.77	\$44.50
<b>7017</b>	Apprentice Substation Electrician – 3 <sup>rd</sup> six months	3	\$41.44	\$43.11
<b>7017</b>	Apprentice Substation Electrician – 2 <sup>nd</sup> six months	2	\$40.11	\$41.72
<b>7017</b>	Apprentice Substation Electrician – 1 <sup>st</sup> six months	1	\$38.75	\$40.32

---

## LINE TECHNICIAN

The parties agree to a 4% wage rate increase.

Line Maintenance Technician \$1.00 above the Working Line Crew Leader

<b>Occd</b>	<b>Classification Title</b>	<b>Rate Step</b>	<b>Current Hourly Rate</b>	<b>May 31, 2025 Hourly Rate</b>
<b>6011</b>	Working Line Crew Leader	1	\$57.42	\$59.74
<b>6015</b>	Senior Working Line Crew Leader	1	\$58.42	\$60.74
<b>6130</b>	Troubleshooter	1	\$55.68	\$57.88
<b>6035</b>	Senior Line Technician	1	\$53.70	\$55.81
<b>6030</b>	Line Technician	1	\$52.70	\$54.81
<b>6040</b>	Apprentice Line Technician – 8 <sup>th</sup> six months	8	\$48.67	\$50.70
<b>6040</b>	Apprentice Line Technician – 7 <sup>th</sup> six months	7	\$47.41	\$49.33
<b>6040</b>	Apprentice Line Technician – 6 <sup>th</sup> six months	6	\$46.06	\$47.96
<b>6040</b>	Apprentice Line Technician – 5 <sup>th</sup> six months	5	\$44.77	\$46.59
<b>6040</b>	Apprentice Line Technician – 4 <sup>th</sup> six months	4	\$43.44	\$45.22

Occd	Classification Title	Rate Step	Current Hourly Rate	May 31, 2025 Hourly Rate
6040	Apprentice Line Technician – 3 <sup>rd</sup> six months	3	\$42.12	\$43.85
6040	Apprentice Line Technician – 2 <sup>nd</sup> six months	2	\$40.83	\$42.48
6040	Apprentice Line Technician – 1 <sup>st</sup> six months	1	\$39.49	\$41.11
6125	Line Maintenance Technician	1	\$58.52	\$60.74

---

## RELAY SPECIALIST 1<sup>ST</sup> CLASS

The parties agree to a 5% wage rate increase.

Occd	Classification Title	Rate Step	Current Hourly Rate	May 31, 2025 Hourly Rate
7100	Senior Relay Specialist	1	\$59.54	\$62.52
7110	Relay Specialist	1	\$54.63	\$57.36
7115	Relay Specialist Work Coordinator	1	\$61.74	\$64.84
7130	Apprentice Relay Specialist – 8 <sup>th</sup> six months	8	\$50.53	\$53.06
7130	Apprentice Relay Specialist – 7 <sup>th</sup> six months	7	\$49.17	\$51.62
7130	Apprentice Relay Specialist – 6 <sup>th</sup> six months	6	\$47.80	\$50.19
7130	Apprentice Relay Specialist – 5 <sup>th</sup> six months	5	\$46.44	\$48.76
7130	Apprentice Relay Specialist – 4 <sup>th</sup> six months	4	\$45.07	\$47.32
7130	Apprentice Relay Specialist – 3 <sup>rd</sup> six months	3	\$43.70	\$45.89
7130	Apprentice Relay Specialist – 2 <sup>nd</sup> six months	2	\$42.34	\$44.45
7130	Apprentice Relay Specialist – 1 <sup>st</sup> six months	1	\$40.97	\$43.02

---

## SENIOR ELECTRICIAN

The parties agree to a 4% wage rate increase and to change the classification title from Senior Electrician to Plant Electrician.

Occd	Classification Title	Rate Step	Current Hourly Rate	May 31, 2025 Hourly Rate
5401	Working Plant Electrician Crew Leader	1	\$58.28	\$60.63
5420	Plant Electrician	1	\$53.48	\$55.62
5435	Apprentice Plant Electrician – 8 <sup>th</sup> six months	8	\$49.48	\$51.45
5435	Apprentice Plant Electrician – 7 <sup>th</sup> six months	7	\$48.11	\$50.06
5435	Apprentice Plant Electrician – 6 <sup>th</sup> six months	6	\$46.76	\$48.67
5435	Apprentice Plant Electrician – 5 <sup>th</sup> six months	5	\$45.45	\$47.28

<b>Occd</b>	<b>Classification Title</b>	<b>Rate Step</b>	<b>Current Hourly Rate</b>	<b>May 31, 2025 Hourly Rate</b>
<b>5435</b>	Apprentice Plant Electrician – 4 <sup>th</sup> six months	4	\$44.11	\$45.89
<b>5435</b>	Apprentice Plant Electrician – 3 <sup>rd</sup> six months	3	\$42.77	\$44.50
<b>5435</b>	Apprentice Plant Electrician – 2 <sup>nd</sup> six months	2	\$41.44	\$43.11
<b>5435</b>	Apprentice Plant Electrician – 1 <sup>st</sup> six months	1	\$40.11	\$41.72

## TRANSPORTATION

The parties agree to a 2.6% wage rate increase and to change the classification title from Transportation Mechanic to Fleet Technician.

<b>Occd</b>	<b>Classification Title</b>	<b>Rate Step</b>	<b>Current Hourly Rate</b>	<b>May 31, 2025 Hourly Rate</b>
<b>7505</b>	Working Fleet Crew Leader	1	\$53.95	\$55.32
<b>7515</b>	Hydraulic Specialist	1	\$53.95	\$55.32
<b>7510</b>	Mechanical Specialist	1	\$49.53	\$50.83
<b>7220</b>	Fleet Technician	1	\$48.67	\$49.93
<b>7540</b>	Apprentice Fleet Technician – 8 <sup>th</sup> six months	8	\$45.06	\$46.19
<b>7540</b>	Apprentice Fleet Technician – 7 <sup>th</sup> six months	7	\$43.85	\$44.94
<b>7540</b>	Apprentice Fleet Technician – 6 <sup>th</sup> six months	6	\$42.65	\$43.69
<b>7540</b>	Apprentice Fleet Technician – 5 <sup>th</sup> six months	5	\$41.43	\$42.44
<b>7540</b>	Apprentice Fleet Technician – 4 <sup>th</sup> six months	4	\$40.20	\$41.19
<b>7540</b>	Apprentice Fleet Technician – 3 <sup>rd</sup> six months	3	\$38.97	\$39.94
<b>7540</b>	Apprentice Fleet Technician – 2 <sup>nd</sup> six months	2	\$37.73	\$38.70
<b>7540</b>	Apprentice Fleet Technician – 1 <sup>st</sup> six months	1	\$36.54	\$37.45

## CLASSIFICATION CONSOLIDATION AND TITLE CHANGES

### WAREHOUSE DEPARTMENT

The parties agree to modify the Stores Classification titles as follows:

<b>Current Classification Title</b>	<b>New Classification Title</b>
Crew Leader	Working Warehouse Crew Leader
Stores Clerk 1 <sup>st</sup> Class	Senior Warehouse Specialist
Stores Clerk 2 <sup>nd</sup> Class	Warehouse Specialist

The parties agree to Consolidate the Classifications of Stores 3<sup>rd</sup> Class, Helper, Utility Worker, and Laborer as follows:

<b>Current Classification Title</b>	<b>New Classification Title</b>	<b>New Rate Step</b>	<b>May 31, 2025 Hourly Rate</b>
Stores 3 <sup>rd</sup> Class	Warehouse Associate	3	\$34.34
Helper		2	\$32.83
Utility Worker		1	\$31.31
Laborer	Warehouse Worker	3	\$30.32
		2	\$28.96
		1	\$27.59

## TRANSPORTATION

The parties agree to modify the Transportation Classification titles as follows:

<b>Current Classification Title</b>	<b>New Classification Title</b>
Helper	Fleet Technician Helper

The parties agree to Consolidate the Classifications of Utility Worker, and Laborer as follows:

<b>Current Classification Titles</b>	<b>New Classification Title</b>	<b>New Rate Step</b>	<b>May 31, 2025 Hourly Rate</b>
Utility Worker	Fleet Servicer	3	\$30.32
Laborer		2	\$28.96
		1	\$27.59

## HELPER, UTILITY WORKER, LABORER

The parties agree to change the Classification Title “Helper” to the following for each respective department:

<b>Job Code</b>	<b>New Classification Title</b>
<b>TBD</b>	Cable Splicer Helper
<b>TBD</b>	Communication Technician Helper
<b>TBD</b>	Instrument & Control Helper
<b>TBD</b>	Line Technician Helper
<b>TBD</b>	Meter Technician Helper
<b>TBD</b>	Operations and Maintenance Helper
<b>TBD</b>	Peaking Station Helper

<b>Job Code</b>	<b>New Classification Title</b>
<b>TBD</b>	Plant Electrician Helper
<b>TBD</b>	Production Operations Helper
<b>TBD</b>	Relay Specialist Helper
<b>TBD</b>	Steamfitter Mechanic Helper
<b>TBD</b>	Streetlight Helper
<b>TBD</b>	Substation Helper
<b>TBD</b>	Yard Equipment Helper

The parties further agree to consolidate the Utility Worker and Laborer Classifications in the above identified areas to [Respective Discipline] Laborer. The new classification will have three steps:

New Wage Rate:

<b>Classification Title</b>	<b>Rate Step</b>	<b>Current Hourly Rate</b>	<b>May 31, 2025 Hourly Rate</b>
[Respective Discipline] Laborer	3	\$28.38	\$30.32
	2	\$28.02	\$28.96
	1	\$27.59	\$27.59

Update Wage Rate:

<b>Job Code</b>	<b>Classification Title</b>	<b>Rate Step</b>	<b>June 1, 2024 Hourly Rate</b>	<b>May 31, 2025 Hourly Rate</b>
6660	Underground Construction Laborer	3	\$30.32	\$30.32
		2	\$28.12	<a href="#">\$28.96</a>
		1	\$27.59	\$27.59

Laborer Classification is being removed from Yard Equipment and Production Operations Progression.

## NEW CLASSIFICATIONS:

### TRANSPORTATION

The parties agree to the creation of the Upfitter Specialist Classification. The Upfitter Specialist will be classified as a Regular Worker.

<b>Classification Title</b>	<b>Rate Step</b>	<b>May 31, 2025 Hourly Rate</b>
Upfitter Specialist**	1	\$49.53



\*\*The Company will follow the recruitment and hiring practices as identified in the OPPD Corporate Policy, Recruitment and Hiring Practices, 7.01, including but not limited to posting and interviewing of candidates.

In addition to the new classification, the parties agree to modify Exhibit “B” Section 7. Supply Chain Management Division Rules as follows:

J. Work Rules for Transportation & Construction Equipment.

2. **Acting Working Fleet Crew Leader.** In the absences of a Working Fleet Crew Leader during base hours, the Company shall fill the vacancy with a qualified Hydraulic Specialist or Fleet Technician working at the respective garage. After three (3) days the Upfitter Specialist, if assigned to such garage, will be eligible to be the Acting Fleet Working Crew Leader. The vacancy will be filled in accordance to Exhibit “B”, Section 1. Paragraph F (Acting Crew Leader).

The parties agree to modify Exhibit “B”, Section 7., Paragraph I. Transportation & Construction Equipment Department Mutual Aid Assignment Guidelines to add the Upfitter Specialist as qualified to go on Mutual Aid events.

1. Selection Criteria (in order of consideration)

a. **Qualifications** – Only Working Fleet Crew Leaders, Fleet Technician~~Transportation Mechanics~~, Upfitter Specialist, and Hydraulic Specialist will be considered for mutual aid assignment.

REMOVE CLASSIFICATIONS

OBSOLETE CLASSIFICATIONS

The parties agree to remove the following classifications and wages:

Job Code	Classification:	Rate Step	Hourly Wage Rate
5430	Electrician, 2 <sup>nd</sup> Class	1	\$41.12
5440	Electric Maintenance Worker	1	\$37.44
5510	Steamfitter	1	\$51.73
5750	Measuring and Testing Equipment Clerk	1	\$33.21
5940	Simulator Technician Trainee	8	\$51.40
5945	Simulator Technician	1	\$56.05
7652	Custodian	6	\$30.98
7010	Electrician, 2 <sup>nd</sup> Class	4	\$45.35

OPERATIONS – MATERIAL HANDLING

The parties agree to remove the Yard Equipment Attendant Classification.

## HEALTH INSURANCE, DEFERRED COMPENSATION MATCH, AND VOLUNTARY EMPLOYEE'S BENEFITS ASSOCIATION TRUST CHANGES

The parties agree, effective January 1, 2026, to the following:

### HEALTH INSURANCE

**Add an additional HDHP plan with a Narrow Network (Nexus narrow network through UMR)**

Deductible tiers for this plan:

- Narrow Network Deductible \$1,650 single and \$3,300 family, 95% coinsurance
- In-Network Deductible \$2,000 single and \$4,000 family, 90% coinsurance
- Out-of-Network Deductible \$4,000 single and \$8,000 family, 70% coinsurance

HDHP			
Coverage Level	Narrow Network	In-Network	Out-of-Network
Current HDHP: Single	n/a	\$2,000 / 90%	\$4,000 / 70%
Current HDHP: Family	n/a	\$4,000 / 90%	\$8,000 / 70%
2nd HDHP: Single	\$1,650 / 95%	\$2,000 / 90%	\$4,000 / 70%
2nd HDHP: Family	\$3,300 / 95%	\$4,000 / 90%	\$8,000 / 70%

Health Insurance Plans Summary:

Hire Date	High Deductible Health Plan 1650	High Deduction Health Plan 2000	Preferred Provider Organization
<b>Hired after June 1, 2013</b>	Eligible	Eligible	Not Eligible
<b>Hired before June 1, 2013</b>	Eligible	Eligible	Eligible

### INFERTILITY BENEFITS

Add infertility coverage to our HDHP and PPO plans:

\$25,000-lifetime maximum paid out

### HEALTH SAVINGS ACCOUNT FUNDING ENHANCEMENT

Coverage Level	Current	1/1/2026	1/1/2026
		1650HDHP	2000HDHP
<b>Employee Only</b>	\$700	\$660	\$800
<b>Employee + Spouse</b>	\$1,200	\$1,320	\$1,700
<b>Employee + Child(ren)</b>	\$1,200	\$1,320	\$1,700

		1/1/2026	1/1/2026
Coverage Level	Current	1650HDHP	2000HDHP
Employee + Family	\$1,600	\$1,320	\$1,700

#### ADD LIMITED PURPOSE FLEXIBLE SPENDING ACCOUNT

A Limited Purpose FSA (LPFSA) is another tax-advantaged reimbursement plan that allows employees to set aside pre-tax money to pay for eligible dental and vision expenses. These plans are intended for employees enrolled in an HDHP with an HSA. 2025 IRS contribution limit for an LPFSA is \$3,300

#### DEFERRED COMPENSATION (401K/457/HSA) MATCH: FORMULA AND ENHANCEMENT TO AMOUNT

Current Match is \$4,000 for full time employees and \$2,000 for part time employees

- dollar for dollar on the first \$150 of contributions per pay period, plus 50% on the difference between 6% of base pay.

New Match is \$5,000 for full-time employees and \$2,500 for part-time employees

- dollar for dollar up to 8% of base pay

#### VOLUNTARY EMPLOYEE'S BENEFIT ASSOCIATION TRUST – ENHANCEMENT TO ANNUAL SERVICE CREDIT

Current funding:

- \$10,000 placed into the fund at the time an employee is employed as a full time regular employee of OPPD.
- \$1,000 to be added to the fund for each year of service completed by the employees covered by the Trust

New funding:

- \$10,000 placed into the fund at the time an employee is employed as a full time regular employee of OPPD.
- \$1,500 to be added to the fund for each year of service completed by the employees covered by the Trust

The Company and the International Brotherhood of Electrical Workers Local No. 763 agree to meet during the first quarter of 2026 to discuss retroactively increasing the annual credit to the Voluntary Employee's Benefit Association Trust (VEBA).

#### ARTICLE II – RECOGNITION AND COOPERATION

##### UNION PAYROLL DEDUCTION

The parties agree to modify Article II Section 2. Union Maintenance as follows:

- Delete Paragraphs A, B, and C.
- Add Paragraph A.
- Paragraph D. becomes Paragraph B.

#### A. UNION DUES DEDUCTION.

1. The Company agrees to deduct all dues and fees, or their equivalent from the pay of each employee from whom it receives a lawful written authorization and will continue to make such deductions while the authorization remains in effect. Such deductions shall be made from the payroll in the month following the month in which written authorization is received by the Company. The sums so collected shall be paid by the Company to the Financial Secretary of the Union. The Union shall notify the Company in writing of any changes in said fees and/or dues, or their equivalent, but in no case shall the Company collect and/or pay over to the Union any sums in excess of those authorized.

### ARTICLE V – SENIORITY

#### CREW LEADER UNIVERSITY

The parties agree to modify Section 5. Promotions, Paragraph D. (2)(c) to reference Article XI and (5) to remove the requirement of passing an oral board.

#### SECTION 5. PROMOTIONS

##### D. Crew Leader University (CLU)

##### 2. Admissions Requirements:

c. Participant may not have any active disciplines to be considered for CLU. An active discipline is defined ~~in accordance with Article XI as any suspension or last chance agreements, which is active for four (4) years from issuance to the employee, provided no other disciplinary actions have been issued during the intervening time; a written warning or Performance Improvement Plan (PIP), which is active for two (2) years from issuance to the employee, provided no other disciplinary actions have been issued during the intervening time. Coaching and verbal warnings are not considered active disciplines for purposes of CLU.~~

##### 5. Exam/Graduation from CLU:

~~a. The final oral board will be comprised of the applicable director or manager, Human Capital representative, plus a supervisor from the applicable division, plus two (2) crew leader representatives selected by the Union.~~

~~e. Participants will be scored by all individuals participating on the oral~~

~~board team. Oral boards will be a pass/fail model.~~

~~e. If participant fails the CLU oral board they will have the opportunity to retake the oral board within two (2) weeks from the initial oral board. If they fail the oral board the second time, they will be eligible to repeat the CLU program in two (2) years.~~

~~g. If participant fails CLU oral boards on their second attempt at the CLU program, they will not be eligible to participate in CLU in the future.~~

~~i. The final oral board will cover items from the six (6) modules, as well as job specific/technical items that were learned/reinforced during time spent as acting crew leader.~~

~~k.a.~~ Certificate of Completion will be awarded to the participant once all modules and, exams have been successfully completed.

## ARTICLE IV – WORKING PERIODS AND RULES

### FLOATING HOLIDAYS

The parties agree to add an additional floating holiday and allow for floating holidays to be taken in at least eight (8) hour increments.

#### SECTION 4. HOLIDAYS.

In addition to the above fixed holidays, each employee will be ~~credited with four (4) personal floating holidays on the January 1<sup>st</sup> following the employee's first full calendar year of employment, provided 40 hours of floating holiday leave to be used in at least 8-hour increments.~~

Employees hired after January 1st will be entitled to personal floating holidays on a pro-rata basis during the calendar year of their hire in accordance with the schedule below:

~~Hire Date Pro-rata schedule Jan 1 through Mar 31 4 personal floating holidays~~

~~Apr 1 through Jun 30 3 personal floating holidays~~

~~Jul 1 through Sep 30 2 personal floating holidays~~

~~Oct 1 through Dec 31 1 personal floating holiday~~

Hire Date	Pro-rata schedule
Jan 1 through Mar 31	<del>4</del> 40 hours of personal floating holidays
Apr 1 through Jun 30	<del>3</del> 32 hours of personal floating holidays
Jul 1 through Sep 30	<del>2</del> 24 hours of personal floating holidays
Oct 1 through Dec 31	<del>1</del> 16 hours of personal floating holidays

The purpose of these personal floating holidays is to enable the employee to tailor observance of holidays based on his/her own individual ethnic and religious beliefs. Examples of other days employees may like to choose may include, but are not limited to, observance of Cinco de Mayo, Good Friday, Hanukah, Kwanzaa, Martin Luther King Day, Presidents' Day, Yom Kippur, Juneteenth, etc.

*Effective June 1, 2025, employees will be credited with one (1) additional floating holiday for a total of five (5) for 2025. Floating Holiday may only be taken in eight (8) hour increments in 2025.*

## ARTICLE VI – LEAVES OF ABSENCE

### LEAVE WHILE SERVING AS PALLBEARER

The parties agree to remove the cap of serving as Pallbearer once per year through the Agreement.

#### SECTION 7. LEAVING WHILE SERVING AS PALLBEARER

An employee shall be granted a leave, with pay, in order to serve as a pallbearer on the day of the funeral when requested to do so. Such leave shall be for whatever time may be necessary but not to exceed one (1) full day ~~in each calendar year~~. Should an employee be on scheduled vacation when requested to serve as a pallbearer, upon notifying the department head the employee shall be allowed to reschedule the day during the vacation period as defined in Article VII, Section 1 of the Agreement.

## ARTICLE VII – VACATION LEAVE, PAID SICK LEAVE, PAID PARENTAL LEAVE AND WELLNESS LEAVE

### PAID SICK LEAVE

The parties agree that at time of hire, employees will receive fifty-six (56) hours of sick leave. As part of this transition, employees hired within the last year, will be awarded sick leave or additional sick leave, not to exceed fifty-six (56) hours.

#### SECTION 2. PAID SICK LEAVE

Years of Continuous Service	Period at Full Time	Period at Half Time
<u>More than 6 months-Less than 1 year</u>	<u>1 week-56 hours</u>	0 weeks
1 year to 2 years	2 weeks	2 weeks
2 years to 5 years	6 weeks	7 weeks
5 years to 10 years	14 weeks	12 weeks
10 years to 15 years	18 weeks	21 weeks

<b>Years of Continuous Service</b>	<b>Period at Full Time</b>	<b>Period at Half Time</b>
15 years to 20 years	24 weeks	28 weeks
20 years to 25 years	39 weeks	13 weeks
Over 25 years	52 weeks	

The parties agree to document current practices regarding requesting and supplying adequate medical documentation.

2. Upon request of the Company the employee shall furnish to the Company a certificate, from the employee's attending physician, as to the nature of the sickness. After a serious illness or injury, a physician's statement may be required before the employee is permitted to return to work. An employee will not receive paid sick leave benefits if they fail to provide adequate medical documentation to support their absence from work when so requested by the department head.

#### WELLNESS LEAVE

The parties agree employees can take up to eight (8) hours of paid wellness leave per year for preventative care examinations.

#### Section 4. Wellness Leave

Employees are entitled to up to eight (8) hours of paid leave each year for preventative care examinations. This includes but is not limited to, annual physicals, cancer screenings, mammograms, cholesterol/lipid panels, colorectal screenings, and dental or vision appointments. Leave can be taken in two-hour increments. Notification must be provided fourteen (14) days in advance. Employees must provide appropriate documentation of their appointments.

#### ARTICLE XI. DISCIPLINE ACTION

The parties agree to modify Article XI. to add disciplinary actions may be held in abeyance at the Company's discretion and that Last Chance Disciplinary Action will not be a permanent part of the employee file and will be active for eight (8) years.

Disciplinary Actions may be held in abeyance at the company's discretion. The abeyance will be placed in the employee's personnel file administered by the Human Capital Business Unit. The Disciplinary Action will be removed upon successful completion of the abeyance period. During the abeyance period, the Disciplinary Action will be considered an active discipline.

~~Last Chance Agreements were a permanent part of the employee's corporate personnel file.~~

At the Company's discretion, an employee may receive a Last Chance Disciplinary Action in lieu of termination. The Last Chance Disciplinary Action will be placed in the employee's personnel file administered by the Human Capital Business Unit. The Last Chance Disciplinary



Action will be considered an active discipline for a period of eight (8) years.

## EXHIBIT "A" EMPLOYEE CLASSIFICATIONS, WAGE RATES AND RULES

### RELOCATION ASSISTANCE

The parties agree to add Relocation Assistance for newly hired employees who are relocating their primary residence.

#### SECTION 4. INCENTIVE LINKED TO COMPANY/BUSINESS UNIT PERFORMANCE, ~~OR~~ EMPLOYEE SERVICE OR RELOCATION ASSISTANCE FOR NEWLY HIRED EMPLOYEES.

**D. Relocation Assistance.** Newly and rehired employees will receive two thousand five hundred dollars \$2,500 (less applicable taxes), provided they are relocating their primary residence and meet the following distance test a.) at least fifty (50) miles from their current home; and b.) within fifty (50) miles of the new work location. Some classifications may require living arrangements less than fifty (50) miles from the work location, and those requirements will take precedence. The distance between the two points must be determined via the most direct route.

Employees accepting relocation assistance will be required to reimburse OPPD for all relocation assistance paid to them if they voluntarily terminate their employment within two (2) years after the effective date of employment. Repayment must be made within six (6) months of the termination date.

## EXHIBIT "B" DIVISIONAL RULES

### MEAL ALLOWANCE ENHANCEMENT

The parties agree to increase the meal allowance from \$20.00 to \$22.00, clarify that the meal hour is deemed to have been worked, and pay premiums including Acting Crew Leader Pay on the meal hour.

#### SECTION 1. GENERAL RULES.

##### B. Meals During Overtime Work.

1. When an employee is required to work overtime for four (4) hours, the employee will receive a meal allowance of ~~twenty dollars (\$20.00)~~ twenty-two dollars (\$22.00) with their payroll deposit. The meal allowance will continue at six (6) hours of work thereafter until released from duty. For each meal, the employee will be allowed reasonable time, at the appropriate wage rate to eat. Travel time allowance will not be considered in determining when an employee has earned a meal allowance. If, when released from work, the employee has earned a meal allowance, along with the meal allowance, the employee will receive one (1) hour of overtime regardless of the number of meals earned. Such hour of overtime is deemed to have been worked at the appropriate wage rate, ~~excluding any premium payments~~. An employee can be held for up to two (2) hours beyond meal eligibility if it is determined that the job can be completed or scheduled overtime will

end in this time period. An employee will not continue to earn meal allowances during paid rest periods. At its discretion, the Company may furnish a meal instead of giving a meal allowance. When a meal is furnished, it shall be of a quality equal to a meal purchased in a restaurant.

#### ACTING CREW LEADER

The parties agree to add “other top classification” to existing Acting Crew Leader language.

#### SECTION 1. GENERAL RULES.

F. **Acting Crew Leader.** If a crew leader, ~~or~~ coordinator, or other top classification is absent from any work- group normally requiring crew leader, ~~or~~ coordinator, or other top classification supervision, a qualified employee in a crew leader, ~~or~~ coordinator, or other top classification from the department or group involved shall be appointed to act as crew leader, ~~or~~ coordinator, or other top classification and while so acting shall receive the basic wage of the crew leader, ~~or~~ coordinator, or other top classification to which the employee is appointed subject to applicable divisional rules.

#### TRAVEL ALLOWANCE

The parties agree to pay 1.3 hours of travel pay for travel between Nebraska City and Cass County or Cass County and the Metropolitan area.

The parties also agree to change “North Omaha” to “North Omaha Station”, “Nebraska City Power Station” to “Nebraska City Station”, and “Standing Bear” to “Standing Bear Lake”.

#### SECTION 2. DIVISIONAL RULES COMMON TO ENERGY PRODUCTION AND NUCLEAR DECOMMISSIONING DIVISION.

##### C. Travel Allowance.

Whenever an employee is required to report to the Cass County Power Station and the employee’s regular headquarters is the Nebraska City Station or in the Metropolitan area (Jones Street, North Omaha, Sarpy County, Standing Bear Lake or Turtle Creek), or an employee is required to report for work at the Nebraska City Station or in the Metropolitan area (Jones Street, North Omaha Station, Sarpy County, Standing Bear Lake, or Turtle Creek), when the employee’s Regular Headquarters is the Cass County Power Station; the employee will receive a travel allowance equivalent to 1.3 hours pay at the employee’s base hourly rate for each required trip to and from the specified location for days traveled Monday through Friday. The employee shall receive the equivalent of one and one-half (1 ½) times pay for travel on Saturday and double (2) time-times pay for travel on Sundays and holidays.

#### SECTION 7. SUPPLY CHAIN MANAGEMENT DIVISION RULES

##### D. Work Rules for Stores – Fossil.

### 3. Travel Allowance.

Whenever an employee is required to report to the Cass County Power Station and the employee's regular headquarters is the Nebraska City Station or in the Metropolitan area (Jones Street, North Omaha Station, Sarpy County, Standing Bear Lake, and/or Turtle Creek), or an employee is required to report for work at the Nebraska City Station or in the Metropolitan area (Jones Street, North Omaha Station, Sarpy County, Standing Bear Lake, and/or Turtle Creek), when the employee's Regular Headquarters is the Cass County Power Station; the employee will receive a travel allowance equivalent to 1.3 hours pay at the employee's base hourly rate for each required trip to and from the specified location for days traveled Monday through Friday. The employee shall receive the equivalent of one and one-half (1 ½) times pay for travel on Saturday and double (2) times pay for travel on Sundays and holidays.

#### TEMPORARY 24-HOUR COVERAGE SHIFT ASSIGNMENT

The parties agree to add language to clarify how employees are paid when 24-hour coverage is required for reasons other than in accordance with Section 2. Paragraph A. Temporary Coverage Shift Assignments, or an Emergency as defined in Article I, Section 4., Paragraph G.

#### SECTION 2. DIVISIONAL RULES COMMON TO ENERGY PRODUCTION AND NUCLEAR DECOMMISSIONING DIVISION.

##### A. Temporary 24-Hour Coverage Shift Assignments.

In the event the Company requires 24-hour coverage for a reason other than, to conduct start-up operation, testing or refueling of a unit, or due to a forced outage of a major piece of equipment which is vital to the full load operation of a unit, or to complete a scheduled overhaul of major equipment, due to regulatory requirements, or for an Emergency as defined in Article I, Section 4, Paragraph G employees will remain on their regularly assigned base hours. All hours assigned outside of their base hours will be paid at the applicable overtime rate. Since employees will remain on their day shift base hours, they are not eligible to receive shift premiums.

#### ENERGY PRODUCTION

##### CONFINED SPACE ROPE RESCUE INCENTIVE PAY

The parties agree to clarify the Confined Space Rope Rescue Incentive pay.

#### SECTION 3. ENERGY PRODUCTION RULES.

**O. Confined Space Rope Rescue Incentive.** The Company will request for volunteers from North Omaha Station, Nebraska City Station, and Peaking Stations to qualify and participate for the Confined Space Rope Rescue Teams at North Omaha, Nebraska City, and Peaking Stations. Employees must obtain supervisory approval to volunteer and participate on this team and be available when the need arises to be available for rescue. Management will determine the number

of volunteers needed per location and will distribute the opportunity as equally as possible amongst the three (3) Local Unions and Exempt personnel. Volunteers are required to maintain compliance with Occupational Safety and Health Administration (OSHA) Standard 1910.146. Volunteers will be required to complete a minimum of forty (40) hours of annual training each calendar year. Additionally, monthly refresher training will be offered throughout each year. Volunteers must attend at a minimum four (4) of the twelve (12) refresher training opportunities to continue on the voluntary team. The refresher training will not count towards the forty (40) hour annual required training. Upon initial successful completion of annual training, volunteers will be paid a five-hundred-dollar (\$500) incentive. After the initial year, ~~Each~~each proceeding year, volunteers will receive a one-thousand dollar (\$1,000) annual incentive for maintaining OSHA compliance for the entire calendar year ~~for the entire calendar year~~. Payment of the annual incentive will be completed January of the following calendar year. If more employees volunteer than spots available, or to backfill vacancies, the Company will use company seniority to fill the available spots.

For example, if initial training is completed in July 2025, the employee will receive five-hundred-dollars (\$500). If the employee continues to maintain their certification as defined above, the employee will receive the 2026 incentive of one-thousand dollars (\$1,000) in January of 2027.

---

## CRANE OPERATION

The parties agree to add Paragraph P. Crane Operations to Section 3. which will allow Steamfitter Mechanics to operate OPPD mobile and truck mount cranes when T&D Construction is unable to provide support.

**P. Crane Operations.** In the event a Transmission and Distribution Construction (T&D) Equipment Operator is unavailable to support Maintenance Services, a qualified (NCCCO or Non-NCCCO) Steamfitter Mechanics will be allowed to operate OPPD mobile or truck mount cranes. The following must occur for a Steamfitter Mechanic to operate such cranes:

1. T&D Equipment Operators are not available due to performing other work.
2. Steamfitter Mechanic must be either NCCCO or Non-NCCCO qualified.
3. An OPPD mobile or truck mount crane is available.

The use and availability of OPPD cranes and Equipment Operators will be determined by T&D Management.

## STORM RESTORATION

The parties agree to remove the reference to Level I and Level II Storms and refer to both levels as “System Emergency” in Section 5. and Section 7. The level of storm will continue to be referenced in the Storm Manual. The parties further agree that all employees supporting a System Emergency will receive two (2) meals per day after the initial break. Clarification was made to when employee’s within T&D schedule base hours during a System Emergency.

## SECTION 5.

**H. Storm Restoration.** If an event occurs that causes significant damage to the OPPD Transmission and Distribution system, the Company may declare or elevate a System Disturbance to a System Emergency. In order to efficiently restore electric service to customers after a major storm that has resulted in the declaration of a System Level 1 or Level 2 Emergency-as defined in the Storm Emergency Response Plan, each employee designated to work on storm restoration shall be paid their normal base hourly wage rate, or the applicable overtime rate, for their first sixteen (16) hours or more of work. Upon returning to work after an initial break, the employee will be paid at 150% for the first eight (8) hours of work (or the applicable overtime rate, if greater), and at 200% for all hours worked after that for the duration of the work period. Upon returning to work after the second break, the employee will be paid at 200% for all hours worked for each new work period until the service restoration condition has returned to normal or the employee is no longer needed for storm restoration activity. In the event the employee is required to work an extended period during the initial phase of the restoration event, a period of twenty-four (24) continuous hours or more, Management may deem a rest period in excess of eight (8) hours necessary. If Management deems a longer rest period necessary, the employee will not be disqualified from receiving the overtime compensation as stated in this section.

Meal provisions set forth in Exhibit "B" Section 1. Paragraph B. will apply until the initial break. Each subsequent day, Two (2) meal allowances will be earned each day of a declared System Emergency Level 1 or Level 2 Emergency. Additionally, each day a meal is earned the employee will be paid one (1) additional hour of pay at the appropriate overtime rate.

## STORM CLASSIFICATIONS

### 2. SYSTEM LEVEL 1 OR 2 EMERGENCY:

b. BASE HOURS ON REGULAR WORKDAYS: Employees working Level 1, Level 2 and Mutual Aid events will retain their normal "base dayshours" for purposes of determining pay for the first and last work period of the storm. Base hours will be adjusted depending on when the time is earned for days between the first and last work period of the storm, the first eight (8) hours worked during that work period will be considered base hours. All employees will code eight (8) hours of base pay each day of their normal base days. Should at the end of a Level I or Level II storm the employee does not have eight (8) hours of base pay, the employee may be released for a rest period. Whenever an employee ends their his/her storm duty, the employee's last day will revert back to theirhis/her normal base day. Overtime hours worked previous to the Storm Declaration will be per the Contract Agreement (individual employee overtime hours before the Storm Declaration will count towards hours worked when the Storm is declared).

## SECTION 7.

**IH. Storm Restoration – Transportation & Construction Equipment and Stores – District Operations.** If an event occurs that causes significant damage to the OPPD Transmission and Distribution system, the Company may declare or elevate a System Disturbance to a System Emergency. In order to efficiently restore electric service to customers after a major storm that

~~has resulted in the declaration of a Level 1 or Level 2 Emergency as defined in the Storm Emergency Response Plan, e~~ Each employee designated to work on storm restoration shall be paid ~~his/her/their~~ normal base hourly wage rate, or the applicable overtime rate, for their first 16 hours or more of work. Upon returning to work after an initial break, the employee will be paid at 150% for the first 8 hours of work (or the applicable overtime rate, if greater), and at 200% for all hours worked after that for the duration of the work period. Upon returning to work after the second break, the employee will be paid at 200% for all hours worked for each new work period until the service restoration condition has returned to normal or the employee is no longer needed for storm restoration activity. In the event the employee is required to work an extended period during the initial phase of the restoration event, a period of 24 continuous hours or more, Management may deem a rest period in excess of eight hours necessary. If Management deems a longer rest period necessary, the employee will not be disqualified from receiving the overtime compensation as stated in this section.

~~Employees in the Warehouse (Stores – District Operations) department will earn two (2) meal allowances each day of a declared Level 1 or Level 2 Emergency. Employees in the Transportation department will receive one (1) meal allowance during a Level 1 Emergency, unless twelve (12) hour shifts or more are established in which two (2) meals would be earned, and two (2) meals will be earned during a Level 2 Emergency. Meal provisions set forth in Exhibit “B” Section 1. Paragraph B. will apply until the initial break. Each subsequent day, employees in the Warehouse (Stores – District Operations) and Transportation department will earn two (2) meal allowances each day of a declared System Emergency.~~

## TRANSMISSION & DISTRIBUTION CONSTRUCTION

### CREW SCHEDULING EVENINGS AND SATURDAYS

The parties agree, effective January 2026, agree to modify the Evening and Saturdays Crew Scheduling as follows:

#### **M. Crew Scheduling – Evenings and Saturdays.**

4. Staffing of Positions: The positions will be posted at each Service Center and Rural Office using the current promotional process (for staffing with volunteers). Employees moving into a Senior role will transition to the respective classification, wage rate, and location effective the start of the first pay period after January 15<sup>th</sup> of the respective year or the start of a pay period following a vacancy due to separation of employment. Positions will not be filled from outside the Division. Any employee accepting this position will be required to live within 35 miles of their Headquarters per the Agreement. If a Rural Office employee accepts this position, their job will be permanently backfilled and they will not be able to return to the Rural Office at the end of DST and will be reassigned to a Metro Service Center.

Any positions that are not filled through the current promotional process will be filled by low seniority within classification using Metropolitan area employees. If an employee is required to work, they will be rotated after four (4) weeks by low seniority. ~~and will not receive the \$1.00 upgrade.~~ No one will be required to work for more than a four (4) week period (one rotation per year) to include Crew Leaders and Line Technicians.



Forced employees will receive the \$1.00 upgrade while working their assigned four (4) week rotation. Such employees will not be placed into the respective senior classification.

5. Staffing Location: The Monday through Friday Evening/Tuesday through Saturday Day Three Person Line Crews will be worked out of the Elkhorn ~~and/or~~ Papillion Service Centers. Only one crew will be headquartered at each location. The location will be based upon the reporting Headquarters of the Senior Line Crew Leader.

a. If one Senior Line Crew Leader is headquartered at the Elkhorn Service Center and the other is Headquartered at the Papillion Service Center, the Senior Line Crew Leaders will remain at such location.

b. If both Senior Line Crew Leaders are located at the same headquarters, the Senior Line Crew Leaders will select their headquarters in seniority order.

c. If the most senior Senior Line Crew Leader is headquartered at the Omaha Center and the other Senior Line Crew Leader is headquartered at either Elkhorn or Papillion, the senior Senior Line Crew Leader will go to the headquarters with a vacancy.

a-d. The Senior Line Technicians will choose their headquarters in seniority order, applying the rules of Paragraph 5 (a), (b), and (c).

~~b. — unless one (1) or both Senior Line Crew Leader's headquarters is the Omaha Center. If the Senior Line Crew Leader's headquarters is the Omaha Center, the Senior Line Crew Leader and crew will report to either Papillion or the Elkhorn Center. It is the preference of Management for only one (1) crew to be headquartered at Elkhorn and one (1) crew headquartered at Papillion. However, if both Senior Line Crew Leaders are headquartered at either Papillion or Elkhorn, both crews will remain at such center. If the crews are headquartered at two (2) different service centers, the Senior Line Technicians will choose their headquarters in seniority order. Management may reserve the right to limit the available Service Center in an effort to having the Service Centers most efficiently covered during DST.~~

~~b.—~~

~~For example: a.) if two (2) Senior Line Crew Leader's reporting Headquarters is the Elkhorn Center, both the Monday through Friday Evening/Tuesday through Saturday Day Three Person Line Crew will work out of the Elkhorn Center; b.) if one (1) Senior Line Crew Leader's reporting Headquarters is the Papillion Center and one (1) Senior Line Crew Leader's Headquarters is the Elkhorn Center, one crew will report out of the Elkhorn Center and the other crew will report out of the Papillion Center; c.) if one (1) Senior Line Crew Leader is from the Papillion Center and one (1) Senior Line Crew Leader is from the Omaha Center, one (1) crew will report out of the Papillion Center and the Senior Line Crew Leader from Omaha and respective crew will report to the Elkhorn Center; d.) if two (2) Senior~~



~~Line Crew Leader's reporting Headquarters is the Omaha Center, the most senior Senior Line Crew Leader will choose to report to either the Papillion or Elkhorn Center. The second Senior Crew Leader and respective crew will report to the remaining open center, either Papillion or Elkhorn Center.~~

~~e.e.~~ Employees who move to another Service Center to work the DST coverage will remain at such Service Center throughout the year~~return to their original Service Center when DST has concluded~~. If the employee originated from a Rural Office, upon completion of DST they will be placed in a Metro Service Center and not returned to the rural.

6. Transition Off Evenings and Saturdays Crew: Any Senior Classification employee interested in giving up their Senior Classification will have the opportunity to opt-out yearly, between November 1st and January 15th of each year. ~~Any Senior Classification employee giving up their Senior Classification~~ Such employee will return to their original Service Center and to their original classification. In addition, they will forfeit their additional pay. Classification, wage, and if applicable, location will revert effective the start of the first pay period following January 15th of the respective year. If the employee originated from a Rural Office, they will be permanently placed in a Metro Service Center and not returned to the rural.

~~8.7. Any Senior Classification employee interested in giving up their Senior Classification will have the opportunity to opt-out yearly, between November 1st and January 15th of each year.~~

*The parties agree that Mr. Scot Dasovic (Senior Line Crew Leader) and Mr. Brian Tedesco (Senior Journey Line Technician) will be allowed to remain at the Papillion Service Center regardless of a more senior employee filling a Senior Working Line Crew Leader or the Senior Journey Line Technician position. If a more senior Working Line Crew Leader or more senior Line Technician volunteers for a Senior position, they will be assigned to the Elkhorn Service Center while Mr. Tedesco or Mr. Dasovic remain at the Papillion Service Center. If Mr. Dasovic and/or Mr. Tedesco vacate the Senior position or leave the Papillion Service Center, they will no longer be grandfathered should they return to a Senior position in the future. If either Mr. Tedesco or Mr. Dasovic leaves the Senior position or Papillion Service Center, the remaining employee will continue to be grandfathered at the Papillion Service Center.*

---

## NON-METRO ON-CALL SYSTEM

The parties agree to modify Paragraph N. Non-Metro On-Call Periods (2) to change on-call periods from Friday to Friday to Thursday to Thursday.

## WAREHOUSE DEPARTMENT

### WORK RULES

The parties agree to remove Section 7. Supply Chain Management Rules, Paragraph E (6) Stores Clerk Call-outs Day Light Savings Time.

---

## TRANSFERS

The parties agree to modify Section 7. Supply Chain Management Rules, Paragraph F Transfers – Stores Department.

### F. Transfers – WarehousingStores Department.

1. The following applies to the transfer of WarehousingStores department personnel:

b. WarehousingStores personnel within the job classifications of Warehouse Worker or Warehouse Associate~~Laborer, Utility Worker, or Helper~~ may transfer between “like” and “unlike” warehouses~~storerooms~~ without loss of their department and/or classification seniority. “Like” warehouses~~storerooms~~ are Fossil/Energy Production and Nuclear Decommissioning to another Fossil/Energy Production and Nuclear Decommissioning warehouse~~storeroom~~ or District Operations/Energy Delivery to another District Operations/Energy Delivery warehouse~~storeroom~~.

c. Stores-Warehousing personnel within the classifications of Senior Warehouse Specialist and Warehouse Specialist ~~Stores 3<sup>rd</sup>-Class, Stores 2<sup>nd</sup>-Class, or Stores 1<sup>st</sup>-Class~~ who transfer from an “unlike” warehouse~~storeroom~~, will lose their seniority. Such employee’s classification and department seniority will start over the effective date of their transfer.

2. The following applies to the transfer of WarehousingStores department personnel for a limited time duration in all classifications within “like” or “unlike” warehouses. ~~between Fossil and District Operations:~~

a. In the event of a business need (i.e. Energy Production~~fossil-generating~~ unit outage, T&D storm-related emergency, or minimal staffing) Warehousing~~storeroom~~ personnel from Energy Production~~Fossil~~ and Energy Delivery~~District Operations~~ warehouses~~storerooms~~ may volunteer to provide additional staffing to Energy Production~~Fossil~~ and Energy Delivery~~District Operations~~ warehouses~~storerooms~~ in need of support.

i. Volunteers will be asked to assist from “like” warehouses first.

ii. ~~b. The Company will make notification if there is an operational need for volunteers. When practicable, volunteers will be asked to assist from “like” storerooms first.~~ If more than one (1) person volunteers, the list of volunteers will be evaluated initially in order of overtime (low to high, when determining low to high the Company will use total hours for Energy Production~~Fossil/Nuclear~~ and total dollars for Energy Delivery~~District Operations~~).

iii. The Company reserves the right to not send volunteers to provide assistance in cases where it would adversely impact the required expertise and experience levels at a specific location or due to other business-related reasons deemed sufficient by the Company.

b. When a Working Warehouse Crew Leader is absent, the most senior Warehousing personnel, regardless of regularly assigned location, will receive acting crew leader pay when volunteering at a “like” warehouse.

b.c. It is understood that ~~WarehousingStores~~ personnel who volunteer for an “unlike” warehouse and are sent to provide additional staffing support at an “unlike” warehouse ~~another storeroom under these circumstances~~ will be working under the direction of the senior regularly assigned ~~Warehousing~~ WarehousingStores personnel at the ~~warehouse storeroom~~ receiving the support. ~~(e.g., a Crew Leader or a Stores Clerk, 1st Class who volunteers to provide support at another storeroom will be performing work under the direction/guidance of the Crew Leader, Stores Clerk, 2nd Class or Stores Clerk, 3rd Class regularly assigned at the location.)~~ It is the intent of the Company to pay only one (1) WarehousingStores personnel Acting Crew Leader pay when a Crew Leader is absent. In the event that neither the assisting or regularly assigned personnel is a Crew Leader, the regularly assigned Warehousingstores personnel will receive Acting Crew Leader pay regardless of seniority. If a Crew Leader is assisting at another location both the assisting Crew Leader and the regularly assigned Warehousingstores personnel, regardless of classification, will receive either Acting Crew Leader or Crew Leader pay.

---

## ACTING CREW LEADER

The parties agree to add Paragraph F. Acting Crew Leader for an Extended Absence to Section 7. Paragraphs in *SECTION 7. Will be modified; Paragraph G becomes H; H becomes I; I becomes J; J becomes K; K becomes L; L becomes M; and M becomes N.*

**G. Acting Crew Leader for an Extended Absence.** In the event a Working Warehouse Crew Leader is on an extended absence of more than five (5) days and all regularly assigned personnel at the Working Warehouse Crew Leader’s assigned location are in a classification of Warehouse Associate or Warehouse Worker, the Company may ask for volunteers from Senior Warehouse Specialist and Warehouse Specialist in “like” warehouses to perform as a Crew Leader at such location. If no one is available or volunteers to work in such capacity at the location within like warehouses, the Company will force the least senior employee in the Warehouse Specialist or above classifications to such location.

## HEADQUARTERS

The parties agree to remove Energy Plaza as a Headquarters in Exhibit A:

- Section 5. Divisional Rules Common to Engineering & Substation Division, Transmission & Distribution Construction Division, Planning & Strategy Division, Work Management Division, And Technology & Security Division Paragraph C.

- Section 6. Safety & Facilities, Paragraph B.
- Section 7. Supply Chain Management Division Rules Paragraph J.

The parties agree to clean-up Section 7. Supply Chain Management Division Rules Paragraph E as follows:

1. **Headquarters.** Regular Headquarters shall be at Omaha (~~T&DEO~~ Center); at Papillion (~~T&DEO~~ Center); at Elkhorn (~~T&DEO~~ Center); at Louisville (~~Area Office Service Headquarters~~); ~~at Arlington~~; at Ashland (~~Area Office~~); at Blair (~~Area Office~~); ~~at Cedar Bluffs~~; ~~at Hooper~~; at Humboldt (~~Area Office~~); at North Bend (~~Area Office~~); at Syracuse (~~T&D Center~~); ~~and at Tecumseh (Area Office) and at Weeping Water~~. Job Headquarters may be established by the Company in any town most convenient to a job.

## AGREEMENT CLEAN-UP

### REMOVAL OF PAST EFFECTIVE DATES

The parties agree to remove past effective dates from Article I, Section 4. General Rules, Paragraph E. Twenty-Four Hour Coverage and Article VII Vacation Leave, Paid Sick Leave and Paid Parental Leave, Section 1. Vacation.

### CONCLUSION FOR INCENTIVE FOR COVID-19 VACCINATIONS

The parties agree to discontinue the Memorandum of Understanding Incentive for Employees Fully Vaccinated for COVID-19.

### REMOVAL OF REFERENCE TO CLASSIFICATIONS IN WRONG SECTIONS

The parties agree to modify Exhibit “B” Section 5., Paragraph E. and Section 7., Paragraph E. (3) as follows:

#### SECTION 5.

E. **Changes in Daytime Working Schedules.** In the Line, Underground, Substation, ~~Stores~~ and Metering Services Departments, a part of the employees (not to exceed eight [8] each in the Underground, Substation, and Metering Services Departments; and, in the Line Department ~~and Stores Department~~, not to exceed a total of eight [8] employees at each regular EO Headquarters) in the Line Maintenance Technician, Equipment Operator, Helper, Utility Worker, Laborer, Utility Crew Leader, Shop Maintenance Worker, Shop Worker, ~~Crew Leader (Stores)~~, ~~Stores Clerk 1<sup>st</sup> Class, Stores Clerk 2<sup>nd</sup> Class, Stores Clerk 3<sup>rd</sup> Class~~, Maintenance Worker 1<sup>st</sup> Class, Maintenance Worker 2<sup>nd</sup> Class, and Maintenance Worker classifications may be assigned to work a substitute regular work day between the hours of 0700 to 1800, in place of the regular established daytime working hours of 0800 to 1700 Such changes in work schedules will be posted five (5) days in advance of their effective date.

#### SECTION 7.

3. **Changes in Daytime Working Schedules.** In the ~~Line, Underground, Substation, Warehousing Stores and Metering Services~~ Departments, a part of the employees (~~not to exceed eight [8] each in the Underground, Substation, and Metering Services Departments; and, in the Line Department and Stores Department,~~ not to exceed a total of eight [8] employees at each regular EO Headquarters) in the ~~Line Maintenance Technician, Equipment Operators, Helper, Utility Worker, Laborer, Utility Crew Leader, Shop Maintenance Worker, Shop Worker, Crew Leader (Stores), Stores Clerk 1<sup>st</sup> Class, Stores Clerk 2<sup>nd</sup> Class, Stores Clerk 3<sup>rd</sup> Class, Maintenance Worker 1<sup>st</sup> Class, Maintenance Worker 2<sup>nd</sup> Class, and Maintenance Worker Working Warehouse Crew Leader, Senior Warehouse Specialist, and Warehouse Specialist~~ classifications may be assigned to work a substitute regular work day between the hours of 0700 to 1800, in place of the regular established daytime working hours of 0800 to 1700. Such changes in work schedules will be posted five (5) days in advance of their effective date.

#### TEMPORARY CREW LEADER

The parties agree when an I&C Coordinator, Steamfitter, or Electrical Maintenance Crew Leader volunteers for the Fix It Now Team and a respective journey level employee is appointed as Acting Crew Leader or Coordinator, the employee will be temporarily promoted to Crew Leader or Coordinator. The following will be modified in the Company's Letter of Intent sent to Local 763:

The senior craft person will be temporarily promoted into the Crew Leader positions of their respective craft and will be required to perform the function of Crew Leader while working on FIN Team work and while supporting plant outages. If a full time Crew Leader is on the FIN Team for a particular craft, then no employee will temporarily promote to the Crew Leader position on the FIN Team. In the event the Shop Crew Leader volunteers for the FIN Team, the appointed journey level employee will be temporarily promoted to the respective craft Crew Leader position. If employee leaves the FIN team after meeting the respective minimum time requirements, all affected temporarily promoted employee(s) will transfer back to their classification and associated wage rate prior to being temporarily promoted to Crew Leader.

#### PART-TIME EMPLOYEES

#### HEALTH INSURANCE CHANGES

Add the \$1,650 High Deductible Health Plan (HDHP 1650), at the same coverage levels as the full-time employee.

#### DEFERRED COMPENSATION MATCH CHANGES

Increase company match up to \$2,500 to be used for the Deferred Compensation Plan or for HSA employee contributions; previously, it was \$2,000.

#### PAID TIME OFF ENHANCEMENT

New employees will be given twenty (25) hours of PTO on their hire date.

**EXHIBIT B**  
**2025 NEGOTIATIONS**  
**OMAHA PUBLIC POWER DISTRICT**  
**(“THE COMPANY” OR “OPPD”)**



**AND**  
**IAM&AW LOCAL UNION No. 31**  
**(“THE UNION” OR “IAM&AW”)**



***Tentative Agreement Reached on March 13, 2025***

**KEY:**

**BLUE** = Language agreed to by the parties that will be added to the Labor Agreement

**~~RED~~** = Language in the labor agreement the parties have agreed to remove.

## TABLE OF CONTENTS

GENERAL WAGE INCREASE, SIGNING BONUS, AND WORKING MACHINIST LEADER WAGE RATE .....	4
General Wage Increase & Term of the Contract .....	4
Signing Bonus.....	4
Working Machinist Leader Wage Rate.....	4
HEALTH INSURANCE, DEFERRED COMPENSATION MATCH, AND VOLUNTARY EMPLOYEE’S BENEFITS ASSOCIATION TRUST CHANGES.....	4
Health Insurance .....	4
Health Savings Account Funding Enhancement.....	5
Add Limited Purpose Flexible Spending Account .....	5
Deferred Compensation (401k/457/HSA) Match: Formula And Enhancement to Amount.....	5
Voluntary Employee’s Benefit Association Trust – Enhancement To Annual Service Credit ..	5
STRIKE “LODGE” FROM THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE OMAHA PUBLIC POWER DISTRICT AND LOCAL NO. 31.....	6
ARTICLE I – TERM OF AGREEMENT, AMENDMENTS, DEFINITIONS .....	6
Clarification of Twenty-Four Hour Coverage Definition.....	6
ARTICLE II – RECOGNITION AND COOPERATION.....	6
Union Maintenance .....	6
ARTICLE IV – WORKING RULES AND PERIODS .....	6
Floating Holiday Enhancement.....	6
Overtime – Holiday Clarification .....	7
ARTICLE V – SENIORITY.....	7
Transfer Request Modification .....	7
EXHIBIT “A” EMPLOYEE CLASSIFICATIONS, WAGE RATES AND RULES.....	9
Align General Wage Increase to Sunday .....	9
Relocation Assistance .....	9
EXHIBIT “B” DIVISIONAL RULES.....	10
Apprenticeship Program – Clarification .....	10
Temporary Change in Working Hours – Clarification for Non-Emergency .....	11
Meal Allowance Enhancement .....	12

Travel Allowance – Permanent Assignment.....	13
Emergency Schedule Clarification .....	13
Confined Space Rope Rescue Incentive .....	14
EXHIBIT “C” MEMORANDA AND OTHER AGREEMENTS.....	15
Conclusion of the Incentive for Employees Fully Vaccinated for COVID-19.....	15
Conclusion Fort Calhoun Effect Bargaining.....	15



## GENERAL WAGE INCREASE, SIGNING BONUS, AND WORKING MACHINIST LEADER WAGE RATE

### GENERAL WAGE INCREASE & TERM OF THE CONTRACT

The parties agree to a three (3) year contract effective June 1, 2025, to May 31, 2028. The parties agree to a 4% general wage increase effective June 1, 2025, a 3% general wage increase effective June 1, 2026, and 3% general wage increase effective June 1, 2027.

### SIGNING BONUS

OPPD agrees to pay one thousand five hundred dollars (\$1,500) to each bargaining unit member for ratification of the Collective Bargaining Agreement.

### WORKING MACHINIST LEADER WAGE RATE

Effective May 31, 2025, the Working Machinist Leader Hourly Rate will be \$60.41, 9% above the hourly wage rate of the First Class Machinist.

## HEALTH INSURANCE, DEFERRED COMPENSATION MATCH, AND VOLUNTARY EMPLOYEE'S BENEFITS ASSOCIATION TRUST CHANGES

The parties agree, effective January 1, 2026, to the following:

### HEALTH INSURANCE

#### **Add an additional HDHP plan with a Narrow Network (Nexus narrow network through UMR)**

Deductible tiers for this plan:

- Narrow Network Deductible \$1,650 single and \$3,300 family, 95% coinsurance
- In-Network Deductible \$2,000 single and \$4,000 family, 90% coinsurance
- Out-of-Network Deductible \$4,000 single and \$8,000 family, 70% coinsurance

HDHP			
Coverage Level	Narrow Network	In-Network	Out-of-Network
Current HDHP: Single	n/a	\$2,000 / 90%	\$4,000 / 70%
Current HDHP: Family	n/a	\$4,000 / 90%	\$8,000 / 70%
2nd HDHP: Single	\$1,650 / 95%	\$2,000 / 90%	\$4,000 / 70%
2nd HDHP: Family	\$3,300 / 95%	\$4,000 / 90%	\$8,000 / 70%

## Health Insurance Plans Summary:

Hire Date	High Deductible Health Plan 1650	High Deduction Health Plan 2000	Preferred Provider Organization
Hired after January 1, 2013	Eligible	Eligible	Not Eligible
Hired before January 1, 2013	Eligible	Eligible	Eligible

### Infertility Benefits

**Add infertility coverage to our HDHP and PPO plans:**

\$25,000-lifetime maximum paid out

### HEALTH SAVINGS ACCOUNT FUNDING ENHANCEMENT

Coverage Level	Current	1/1/2026 1650HDHP	1/1/2026 2000HDHP
Employee Only	\$700	\$660	\$800
Employee + Spouse	\$1,200	\$1,320	\$1,700
Employee + Child(ren)	\$1,200	\$1,320	\$1,700
Employee + Family	\$1,600	\$1,320	\$1,700

### ADD LIMITED PURPOSE FLEXIBLE SPENDING ACCOUNT

A Limited Purpose FSA (LPFSA) is another tax-advantaged reimbursement plan that allows employees to set aside pre-tax money to pay for eligible dental and vision expenses. These plans are intended for employees enrolled in an HDHP with an HSA. 2025 IRS contribution limit for an LPFSA is \$3,300

### DEFERRED COMPENSATION (401K/457/HSA) MATCH: FORMULA AND ENHANCEMENT TO AMOUNT

Current Match is \$4,000

- dollar for dollar on the first \$150 of contributions per pay period, plus 50% on the difference between 6% of base pay.

New Match is \$5,000

- dollar for dollar up to 8% of base pay

### VOLUNTARY EMPLOYEE'S BENEFIT ASSOCIATION TRUST – ENHANCEMENT TO ANNUAL SERVICE CREDIT

Current funding:

- \$10,000 placed into the fund at the time an employee is employed as a full time regular employee of OPPD.
- \$1,000 to be added to the fund for each year of service completed by the employees covered by the Trust

New funding:

- \$10,000 placed into the fund at the time an employee is employed as a full time regular employee of OPPD.
- \$1,500 to be added to the fund for each year of service completed by the employees covered by the Trust

## STRIKE "LODGE" FROM THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE OMAHA PUBLIC POWER DISTRICT AND LOCAL NO. 31

Strike and remove the word "Lodge" from the entire Collective Bargaining Agreement between Omaha Public Power District and Local No. 31, except for any language with historical aspects.

## ARTICLE I – TERM OF AGREEMENT, AMENDMENTS, DEFINITIONS

### CLARIFICATION OF TWENTY-FOUR HOUR COVERAGE DEFINITION

The parties agree to modify Article I, Term of Agreement, Amendments, Definitions, Section 4., Definitions, as follows:

D. **Twenty-Four Hour Coverage.** Notwithstanding anything in Section 1 of Article IV hereof to the contrary, - all employees covered by this Agreement ~~who are hired after that date~~ may be assigned to an 8-hour shift commencing and concluding at any time during the 24-hour day when, in the opinion of the Company, such assignment will aid the more efficient utilization of the Company's facilities and equipment and its service to its customers.

## ARTICLE II – RECOGNITION AND COOPERATION

### UNION MAINTENANCE

The parties agree to modify Article II, Recognition and Cooperation, Section 2., Union Maintenance, as follows:

B. Deductions provided in A. shall be remitted to ~~the IAMAW, 9000 Machinists Place, Upper Marlboro, MD 20772- the Union~~ no later than the fifteenth (15th) day of the ensuing month in which the deduction was made and shall include all deductions made in the previous month. District 6 shall provide payment location. The Company shall furnish the Union, monthly, with a record of those for whom deductions have been made and the amounts of the deduction, and the names of those members for whom deductions were not made and the reasons they were not made.

## ARTICLE IV – WORKING RULES AND PERIODS

### FLOATING HOLIDAY ENHANCEMENT

The parties agree to modify Article IV, Working Rules and Periods, Section 3., Holidays, as follows:

### SECTION 3. HOLIDAYS.

For the purpose of this Agreement, the following shall be the eight (8) recognized holidays:

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Eve Day
Labor Day	Christmas Day

In addition to the above holidays, each employee will be credited with ~~four (4)~~ five (5) personal floating holidays on January 1 of each calendar year following the employee's first full calendar year of employment.

Employees hired after January 1 will be entitled to personal floating holidays on a pro-rata basis during the calendar year of their hire in accordance with the schedule below:

Hire Date	Pro-rata schedule
Jan 1 through Mar 31	<del>4</del> <u>5</u> personal floating holidays
Apr 1 through Jun 30	<del>3</del> <u>4</u> personal floating holidays
Jul 1 through Sep 30	<del>2</del> <u>3</u> personal floating holidays
Oct 1 through Dec 31	<del>1</del> <u>2</u> personal floating holidays

### OVERTIME – HOLIDAY CLARIFICATION

The parties agree to modify Article IV, Working Rules and Periods, Section 4., Overtime, as follows:

### SECTION 4. OVERTIME.

A. All work performed by a worker outside of their regular hours as designated in Section 1 of this Article, shall be paid for at the rate of one and one-half (1½) times the hourly wage rate of such worker, except that any such work performed on Sundays or ~~OPPD-observed~~ OPPD observed holidays, and as provided in Section 7, paragraph (E) of this Article, shall be paid for at two (2) times their regular hourly wage rate.

### ARTICLE V – SENIORITY

#### TRANSFER REQUEST MODIFICATION

The parties agree to modify Article V, Seniority, Section 6., Transfers, as follows:

### SECTION 6. TRANSFERS.

A transfer is defined as the permanent movement of an employee in a job classification from one production station to another production station within the Company. Employees may

only be transferred into a job classification if a vacancy is approved to be filled by the Company. For transfers from a Production Station to another Production Station under the following conditions.

A. This provision for voluntary transfer requests is available for the following classifications:

- a. Working Machinist Leader
- b. First Class Machinist / Apprentice Machinist
- c. Tool Room Attendant

B. Requests must be made in writing using the “Request for Transfer to a Production Station” (referred to hereafter as “Transfer Request”) form and will be maintained by the Labor Relations Department.

- a. The form must be acknowledged by the employee’s current Supervisor, Manager, or designee, and signed by the employee.
- b. A request will be considered active on the date that it is signed by the appropriate Manager or their designee and will continue to be active until it is revoked or withdrawn by the employee.
  - i. Such withdrawal or revocation must be in writing.
  - ii. The written revocation or withdrawal will not become effective until the Manager or their designee acknowledges it. The Human Capital Business Unit, Labor Relations Department, will maintain the records.

C. When an opening occurs at a Production Station, the Labor Relations Department will review the active Transfer Requests on file and fill the vacancy with the most senior employee within the classification needed.

D. If an employee has a Transfer Request on file and is granted the vacancy in accordance with this provision, the employee will be required to accept the transfer and will be reassigned to the Production Station. The Company shall provide transfer requests on file quarterly.

E. It is the employee’s responsibility to make certain that the appropriate Transfer Requests are on file and accurately reflect the employee’s assignment preference.

F. Transfer Requests must be on file prior to the date of the opening at the Production Station to which the employee wants to transfer. (The effective date of the opening will be determined by the date the vacancy is approved to be filled by the Company.)

G. Following the acceptance of a voluntary transfer assignment, the employee will not be permitted to be voluntarily transferred to another Production Station for a period of ~~one (1) year~~six (6) months from the date of the transfer. (This does not preclude promotional opportunities.)

#### EXHIBIT "A" EMPLOYEE CLASSIFICATIONS, WAGE RATES AND RULES

##### ALIGN GENERAL WAGE INCREASE TO SUNDAY

The parties agree to modify Exhibit "A", Employee Classifications, Wages Rates and Rules, Preamble, as follows:

##### EXHIBIT "A"

##### OMAHA PUBLIC POWER DISTRICT

##### EMPLOYEE CLASSIFICATIONS, WAGE RATES AND RULES

The employee classifications, basic wages and rules appertaining thereto that follow shall be a part of and supplementary to the Agreement between the Omaha Public Power District and the International Association of Machinists and Aerospace Workers Local ~~Lodge~~ No. 31 dated May 1, 1946 (as amended through May 31, ~~2025~~2028).

The parties agree that the general wage increase will be effective Sunday of the payroll week closest to June 1<sup>st</sup>.

- June 1<sup>st</sup> falls on Sunday; the general wage increase will be effective that Sunday, June 1<sup>st</sup>
- June 1<sup>st</sup> falls on Monday, Tuesday, or Wednesday; the general wage increase will be effective the Sunday before June 1<sup>st</sup>
- June 1<sup>st</sup> falls on Thursday, Friday, or Saturday; the general wage increase will be effective the Sunday following June 1<sup>st</sup>

<u>Day of the Week - June 1</u>	<u>Sunday before/after June 1</u>
<u>Sunday, June 1, 2025</u>	<u>Sunday, June 1, 2025</u>
<u>Monday, June 1, 2026</u>	<u>Sunday, May 31, 2026</u>
<u>Tuesday, June 1, 2027</u>	<u>Sunday, May 30, 2027</u>

##### RELOCATION ASSISTANCE

The parties agree to modify Exhibit "A", Employee Classifications, Wages Rates and Rules, Section 3., Incentives Linked to Company of Business Unit Performance, as follows:

INCENTIVES LINKED TO COMPANY, ~~OR~~ BUSINESS UNIT PERFORMANCE, ~~OR~~ EMPLOYEE SERVICE, ~~OR~~ RELOCATION ASSISTANCE FOR NEWLY HIRED EMPLOYEES.

##### D. Relocation Assistance.

1. Newly and rehired employees will receive two thousand five hundred dollars \$2,500 (less applicable taxes), provided they are relocating their primary residence and meet the following distance test a.) at least fifty (50) miles from their current home; and b.) within fifty (50) miles of the new work location. Some classifications may require living arrangements less than fifty (50) miles from the work location, and those requirements will take precedence. The distance between the two points must be determined via the most direct route.

Employees accepting relocation assistance will be required to reimburse OPPD for all relocation assistance paid to them if they voluntarily terminate their employment within two (2) years after the effective date of employment. Repayment must be made within six (6) months of the termination date.

## EXHIBIT "B" DIVISIONAL RULES

### APPRENTICESHIP PROGRAM – CLARIFICATION

The parties agree to modify Exhibit "B", Divisional Rules, Section 1., General Rules, Paragraph B, Apprenticeship Program, as follows:

**B. Apprenticeship Program.** An on-the-job Apprenticeship Program shall exist and be administered by an Apprenticeship Committee consisting of two (2) representatives of the Company and two (2) representatives of the Union. One of the Company representatives will serve as Chairperson. This committee shall operate with the counsel and cooperation of the Training and Safety Department, Production Operations Division, and the Management Development Department, Human Capital Division and all Machinist Apprentice Trainees.

1. The Apprenticeship Program shall include up to four (4) years of training including a study course on the trainee's own time. Written examinations for each segment of the course will ~~also~~ be completed on the ~~trainee's own~~ Company time.

2. A trainee with experience shall be placed into an appropriate step in the program upon the recommendation of the Apprenticeship Committee.

3. Following entrance into the Apprenticeship Program, an Apprentice must maintain a required standard of performance in all phases of training or be dropped from the Apprenticeship Program at the discretion of the Apprenticeship Committee.

The company shall provide full reimbursement for the cost of all required textbooks during the course of the Apprenticeship Program to those employees who maintain an average score of ninety percent (90%) or higher on all test administered as part of the program. The Apprentice shall have the opportunity to be reimbursed for the textbooks on a ~~quarterly~~ step basis, provided all criteria is met for that ~~quarter~~ step. If an Apprentice has a test score of below eighty-five percent

(85%) for that ~~quarter step~~ then there will not be any reimbursement for that ~~quarter step~~. However, that employee shall still have the opportunity for the next ~~quarter's step's~~ reimbursement provided all criteria are met during that ~~quarter step~~.

#### TEMPORARY CHANGE IN WORKING HOURS – CLARIFICATION FOR NON-EMERGENCY

The parties agree to modify Exhibit “B”, Divisional Rules, Section 1., General Rules, Paragraph D, Temporary Change in Working Hours, as follows:

##### **D. Temporary Change in Working Hours**

1. Whenever in order to conduct start-up operation, testing or refueling of a unit, or due to a forced outage of a major piece of equipment which is vital to the full load operation of a unit, or to complete a scheduled overhaul of major equipment, the Company shall deem a temporary change in working hours to be necessary, any non-shift worker may be assigned to work a Temporary Work Period during: A.) (1530 - 0230) or Temporary Work Period; B.) (2330 - 0830) in place of their regular work period, provided that the employee is given at least thirty-six (36) hours' notice of such change of hours. The thirty-six (36) hours' notice does not apply if the Company assigns new regular base hours during daytime working hours. Such notification can be verbal or written. If verbal notification is given, a written notification will be posted by 1200 of the next business day. For example, if the employee's current regular hours are 0630 to 1500, they may be assigned new regular base hours from 800 to 1630 without thirty-six hours' notice.

A worker who is assigned to Temporary Work Period A or B covered by this provision shall not be assigned to either Temporary Work Period for longer than four (4) calendar weeks unless the employee volunteers to extend the period and Management agrees to the extension. If more employees volunteer than are needed, the employee with the lowest overtime will be assigned. The period of time in which a worker shall be assigned to a Temporary Work Period shall not exceed twenty (20) workweeks in a calendar year. When there is a requirement to schedule workers, the Working Machinist Leader, First Class Machinist, Apprentice Machinist, Tool Room Attendant, or Machinist Helper worker may volunteer to work these periods. If more employees volunteer than are needed, the employee with the lowest overtime will be assigned. Based on business needs and at the discretion of the Company, additional Working Machinist Leader, First Class Machinist, Apprentice Machinist, Tool Room Attendant, or Machinist Helper workers beyond those who have volunteered may be assigned to Work Periods A or B will be selected from the current seniority report as follows:

##### *Unscheduled Outage:*

Selecting the worker with the least departmental seniority first at the applicable location.

##### *Schedule Outage:*

Selecting the worker with the least departmental seniority first based on the assigned crew supporting the scheduled outage.



This procedure will be used for each new work period when a second or third work period is required, each time selecting workers other than those previously assigned if possible. When a worker is assigned to Work Periods A or B covered by this provision, the worker shall be credited with a minimum of one (1) workweek for any portion of a week in which they work these hours.

Employees assigned to this shift will be paid premium pay for working the temporary work period. Employees working this shift shall receive a shift premium payment of one dollar and eighty-four cents (\$1.84) per hour for all hours worked in this scheduled shift period. [This shift premium payment replaces the afternoon/night shift premium contained within Exhibit "A", Section 2, Premium Pay for 24-Hour Coverage.]

An employee who is assigned to a temporary 24-hour coverage shift cannot be rotated back to their regular shift with less than ten (10) hours off work. In the event that this situation would occur, any and all hours worked during the ten (10) hour rotation back to their regular shift will be considered hours worked outside the employee's base hours and paid at the prevailing overtime rates.

This provision shall supersede the provisions of Article IV, Section 7, paragraph (F).

2. In the event the Company requires a Temporary Change in Working Hours for a reason other than, to conduct start-up operation, testing or refueling of a unit, or due to a forced outage of a major piece of equipment which is vital to the full load operation of a unit, or to complete a scheduled overhaul of major equipment, or for an Emergency as defined in Article I, Section 4, Paragraph C employees will remain on their regularly assigned base hours. All hours assigned outside of their base hours will be paid at the applicable overtime rate. Since employees will remain on their day shift base hours, they are not eligible to receive shift premiums.

#### MEAL ALLOWANCE ENHANCEMENT

The parties agree to modify Exhibit "B", Divisional Rules, Section 1., General Rules, Paragraph E, Meals During Overtime Work, as follows:

##### **E. Meals During Overtime Work**

1. When an employee is required to work overtime for four (4) hours, the employee will receive a meal allowance of ~~twenty dollars (\$20.00)~~ twenty-two dollars (\$22.00) with their payroll deposit. The meal allowance will continue at six (6) hours of work thereafter until released from duty. For each meal, the employee will be allowed reasonable time, at the appropriate wage rate to eat. Travel time allowance will not be considered in determining when an employee has earned a meal allowance. If, when released from work, the employee has earned a meal allowance, along with the meal allowance, the employee will receive one (1) hour of overtime at the appropriate wage rate, excluding any premium payments. An employee can be held for up to two (2) hours beyond meal eligibility if it is determined that the job can be completed or scheduled overtime will

end in this time period. An employee will not continue to earn meal allowances during paid rest periods. At its discretion, the Company may furnish a meal instead of giving a meal allowance. When a meal is furnished, it shall be of a quality equal to a meal purchased in a restaurant.

#### TRAVEL ALLOWANCE – PERMANENT ASSIGNMENT

The parties agree to modify Exhibit “B”, Divisional Rules, Section 1., General Rules, Paragraph I, Travel Allowance, as follows:

##### I. **Travel Allowance/Table of Travel Time.**

1. **Permanent Assignment.** The purpose of travel pay under this provision is to provide payment to an employee who has incurred additional expenses due to the Company requiring the employee to ~~move to or from the Nebraska City Station~~ relocate permanent headquarters. This provision does not apply, nor will a travel allowance be paid to an employee who has not incurred additional expenses by the required assignment change or in the event the employee has elected to change work locations at their request or has applied for another position which caused the assignment location change.

If the employee meets the intent of this provision and provided an employee relocates their place of residence, the employee will provide their own transportation to the new assignment from the date of permanent assignment to or from the Nebraska City Station until the employee has relocated their place of residence but not to exceed a period of three (3) months under the following rules and conditions:

The employee will be granted thirty (30) days travel allowance in accordance with the Table of Travel Time ~~equivalent to two (2) hours pay~~ at the employee's base hourly wage rate for each required trip in conjunction with the provisions of Article V, Section 5. In the event the employee relocates, they will be paid the actual number of days for travel up to a total of two (2) additional months for travel allowance. Payment of the travel allowance, following the thirty (30) day provision, will be in lump-sum after the employee's relocation of residence.

#### EMERGENCY SCHEDULE CLARIFICATION

The parties agree to modify Exhibit “B”, Divisional Rules, Section 1., General Rules, Paragraph K, Staffing and Work Locations During an Emergency, as follows:

K. **Staffing and Work Locations During an Emergency.** In case of emergency as defined in Article I, Section 4. paragraph (C), OPPD may begin operating under the following guidelines in terms of its employees:

1. **Locations.** Employees may be assigned to work at an alternate location with

minimal notice. The location may be either an OPPD facility or non-OPPD facility to include the individual's home residence. The alternate location may be other than an identified headquarters. Travel allowance will continue unless the employee is assigned a new headquarter during the declared emergency. If assigned a new headquarters, travel allowances will be paid for the first ten (10) calendar days following the establishment of such headquarters.

While during the emergency, if an employee is assigned to remain home and is called to work, the employee will not receive mileage or travel pay for reporting to their primary headquarters at any time during the emergency.

**2. Schedules.** The Company will determine the coverage that is required based on business needs and particulars of the emergency. Employees shall be given five (5) days' notice if a schedule change is deemed necessary. Any portion of the day shall be considered one (1) calendar day when establishing a five (5) day notification period. If an employee is given less than five (5) days' notice, they will be considered on their new base hours after five (5) days. Prior to meeting the minimum five (5) days' notice all hours outside of normal base hours will be paid at the applicable overtime rate. For the purpose of staffing the emergency without sheltering in place, it shall be staffed in accordance with Exhibit "B", Section 1, D. Temporary Change in Working Hours.

#### CONFINED SPACE ROPE RESCUE INCENTIVE

The parties agree to modify Exhibit "B", Divisional Rules, Section 1., General Rules, Paragraph L, Confined Space Rope Rescue Incentive, as follows:

**L. Confined Space Rope Rescue Incentive.** The Company will request for volunteers from North Omaha Station, Nebraska City Station and Peaking Stations to qualify and participate for the Confined Space Rope Rescue Teams at North Omaha Station, Nebraska City Station and Peaking Stations. The teams will be comprised of members from IAM&AW Local Lodge No. 31, IBEW Local Union No. 763, IBEW Local Union No. 1483, and Exempt personnel. Management will determine the number of volunteers needed per location and will distribute the opportunity as equally as possible amongst the three (3) Local Unions and Exempt personnel. Volunteers are required to maintain compliance with Occupational Safety and Health Administration (OSHA) Standard 1910.146. Volunteers will be required to complete a minimum of forty (40) hours of training each calendar year. Additionally, monthly refresher training will be offered throughout the year. Volunteers must attend at a minimum four (4) of twelve (12) refresher training opportunities to continue on the voluntary team. The refresher training will not count towards the forty (40) hours annual required training. Upon initial successful completion of training, volunteers will be paid a five hundred dollar (\$500) incentive. After the initial year, Each proceeding year, volunteers will receive a one-thousand dollar (\$1000) annual incentive for maintaining their certificationeach proceeding year, volunteers will receive a one-thousand dollar (\$1,000) annual incentive for maintaining their certification for the entire calendar year, which includes the minimum annual training requirements. Payment of the annual incentive will be

completed in January of the following calendar year. —If more employees volunteer than spots available, or to backfill vacancies, the Company will use company seniority to fill the available spots.

For example, if initial training is completed in July 2025, the employee will receive the five hundred dollars (\$500). If the employee continues to maintain their certification as defined above, the employee will receive the 2026 incentive of one thousand dollars (\$1,000) in January of 2027.

#### EXHIBIT “C” MEMORANDA AND OTHER AGREEMENTS

##### CONCLUSION OF THE INCENTIVE FOR EMPLOYEES FULLY VACCINATED FOR COVID-19

The parties agree to discontinue the Memorandum of Understanding Incentive for Employees Fully Vaccinated for COVID-19.

##### CONCLUSION FORT CALHOUN EFFECT BARGAINING

The parties agree to discontinue the Memorandum of Understanding on the Decommissioning of Fort Calhoun Nuclear Station—Severance, Layoffs, Bumping, and Recall/Re-employment Rights.

Remove Exhibit “C”

~~EXHIBIT “C”~~  
~~OMAHA PUBLIC POWER DISTRICT~~  
~~MEMORANDA AND OTHER AGREEMENTS~~

Rename Exhibit “D” as Exhibit “C”

**EXHIBIT “DC”**  
**OMAHA PUBLIC POWER DISTRICT**  
**DUES DEDUCTION AUTHORIZATION**



Spurgeon/Purnell

**RESOLUTION NO. XXXX**

**WHEREAS**, Management has recommended a general increase in basic wages of (a) 4% for all permanent, full-time non-supervisory employees holding positions covered by the Union Agreement of International Association of Machinists and Aerospace Workers, Local No. 31; and (b) 4% for all permanent, full-time non-supervisory employees holding positions covered by the Union Agreements of International Brotherhood of Electrical Workers, Local No. 763 effective June 1, 2025, and

**WHEREAS**, the Union Agreements for International Association of Machinists and Aerospace Workers, Local No. 31, and of International Brotherhood of Electrical Workers, Local No. 763 also reflect additional negotiated changes to the contracts, including, but not limited to, health insurance, retirement savings plans, post-retirement health insurance, holidays, meal allowances, relocation assistance, and travel allowances, and

**WHEREAS**, the Board of Directors has given careful consideration to the recommendations of Management and has determined that said recommendations should be approved.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the Omaha Public Power District that the collective bargaining agreements between the District and International Association of Machinists and Aerospace Workers, Local No. 31 and International Brotherhood of Electrical Workers, Local No. 763, as set forth in the attached exhibits, be and hereby are approved, effective June 1, 2025.



## Board Action

May 13, 2025

### ITEM

Health Plan – 2024 Annual Report

### PURPOSE

Provide an annual report on the District's Health Plan

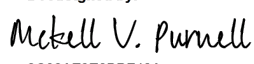
### FACTS

- a. In 1991, the Board of Directors authorized the formation of a self-funded Administrative Services Only Health Plan (Health Plan). The Health Plan includes the health insurance programs and dental program offered by the District.
- b. The Health Plan is subject to the Political Subdivision Self-Funding Benefits Act, set forth in §13-1601 to §13-1626, Revised Statutes of Nebraska (Benefits Act). In order to comply with the Benefits Act, the District is required to prepare an annual report on the Health Plan and required reserves.
- c. Two funded reserves are maintained for the Health Plan in accordance with the Benefits Act. One reserve is to account for timing delays in claims filing and processing which is referred to as an Incurred But Not Presented Reserve. A second reserve ensures that funds will be available during each ensuing month and is called the Monthly Claims and Expenses Reserve.


### ACTION

Review and approval of the Health Plan – 2024 Annual Report

#### RECOMMENDED:

DocuSigned by:  
  
2C08AF8E3BD742A...  
McKell V. Purnell  
Vice President – Human Capital

#### APPROVED FOR BOARD CONSIDERATION:

Signed by:  
  
AC399EDCE56247E...  
L. Javier Fernandez  
President and Chief Executive Officer

Attachments: Health Plan – 2024 Annual Report  
Resolution

**Omaha Public Power District  
Health Plan – 2024 Annual Report  
May 13, 2025**

As required by the Benefits Act, the following is a report on the District's Health Plan for 2024 and required reserves.

**HEALTH PLAN REPORT**

	<b>2024</b>	<b>2023</b>
<b>Expenses - Gross</b>		
Medical, dental and prescription claims	\$39,972,000	\$36,237,000
Other post-employment benefits-OPEB	\$23,352,000	\$17,837,000
Fees and reserve adjustments	\$4,555,800	\$4,304,000
Subtotal	<u>\$67,879,800</u>	<u>\$58,378,000</u>
<b>Reduction of Expenses</b>		
Employee and COBRA contributions	\$8,406,300	\$7,403,900
Prescription Rebates <sup>(1)</sup>	\$3,475,900	\$2,476,600
Stop Loss Reimbursements <sup>(2)</sup>	\$356,700	\$833,900
MISC Refunds <sup>(3)</sup>	\$224,000	\$239,000
Subtotal	<u>\$12,462,900</u>	<u>\$10,953,400</u>
<b>Total</b>	<u><u>\$55,416,900</u></u>	<u><u>\$47,424,600</u></u>

Note <sup>(1)</sup> This represents prescription drug rebates issued by the drug manufacturers.

<sup>(2)</sup> This represents reimbursements for claims that exceed the individual stop loss.

<sup>(3)</sup> This represents reimbursements from UMR and other self-insurance refunds.

**RESERVES**

	<b>2024</b>	<b>2023</b>
<b>Incurring But Not Presented</b>		
Beginning balance	\$3,765,000	\$3,218,000
Activity	\$189,000	\$547,000
Ending balance	<u>\$3,954,000</u>	<u>\$3,765,000</u>
<b>Monthly Claims and Expenses</b>		
Beginning balance	\$3,153,300	\$2,867,200
Activity	\$575,900	\$286,100
Ending balance	<u>\$3,729,200</u>	<u>\$3,153,300</u>

The reserve balances change based on annual projections and actuarial information received.



Spurgeon/Purnell

**RESOLUTION NO. XXXX**

**WHEREAS**, the District maintains a Health Plan for its employees, retirees and their dependents, and

**WHEREAS**, the Board of Directors directed management to provide for self-funding of the District's Health Plan, as well as the use of Administrative Services Only providers, and to authorize such providers to issue payments and adjustments in settlement of such health benefits, and

**WHEREAS**, such arrangements were completed and the District's self-funded Health Plan is in effect, and

**WHEREAS**, State statutes require the Board of Directors to review and approve an annual report on the self-funded Health Plan and required reserves, and

**WHEREAS**, the Health Plan - 2024 Annual Report has been completed and indicates that the Health Plan was operated in accordance with the Board's directive and applicable State statutes.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the Omaha Public Power District that the Health Plan - 2024 Annual Report on the District's self-funded Health Plan, a copy of which is attached hereto, is hereby approved.





## Action Item

May 13, 2025

### ITEM

Board Policy Revisions *BL-8: Delegation to the President and Chief Executive Officer – Procurement*; *GP-15: Nuclear Oversight*; and *GP-5: Election of the Board Officers*

### PURPOSE

To ensure full Board review, discussion and acceptance of recommended policy revisions.

### FACTS

- a. The Governance Committee is responsible for the review and monitoring of Board policy *GP-5: Election of the Board Officers* and convened on May 6, 2025, to review potential policy revisions.

The proposed revisions clarify the Board Officer nomination process and are responsive to Board Policy survey feedback reviewed during the August 29, 2024, Board Governance Workshop.

- b. The System Management and Nuclear Oversight (SMNO) Committee is responsible for the review and monitoring of Board policies *GP-15: Nuclear Oversight* and *BL-8: Delegation to the President and Chief Executive Officer – Procurement* and convened on April 28, 2025, to review potential policy revisions.

The proposed GP-15 revisions align Board policy with SMNO Committee Charter revisions effective February 20, 2025, regarding the role of nuclear oversight.

The proposed BL-8 revision is responsive to Board Policy survey feedback reviewed during the August 29, 2024, Board Governance Workshop.

- c. The Governance and SMNO Committees are recommending to the Board that policies for which each are accountable as listed above be revised as shown in Exhibits A, B and C.

ACTION

Board of Directors approval of Board Policy Revisions to *GP-5: Election of the Board Officers*; *GP-15: Nuclear Oversight*; and *BL-8: Delegation to the President and Chief Executive Officer – Procurement*.

RECOMMENDED:

Signed by:



Scott M. Focht

Vice President – Corporate Strategy &  
Governance

APPROVED FOR BOARD CONSIDERATION:

Signed by:



L. Javier Fernandez


President and Chief Executive Officer

Attachments:

Exhibit A – GP-5: Election of the Board Officers


Exhibit B – GP-15: Nuclear Oversight

Exhibit C – BL-8: Delegation to the President and Chief Executive Officer – Procurement  
Resolution

	OMAHA PUBLIC POWER DISTRICT Board Policy	Category:	Governance Process
	Policy No. and Name:  GP-5: Election of the Board Officers	Monitoring Method:	Governance Committee Board Report
		Frequency:	Annually
Date of Approval:	July 16, 2015 January 12, 2017 May 15, 2025	Resolution No.:	6070 6168 <u>[insert number]</u>


The Board shall elect the Board Officers under the following terms and conditions:

- The officers of the Board shall be the Chair, Vice Chair, Secretary and Treasurer. Those Board Officers shall be elected by the Board, from among its members, annually at the Board's regular meeting in January.
- The Governance Committee shall recommend a slate of officers to the full Board no later than the regular Board meeting in January. The Board may approve the Committee's recommendation or consider alternative recommendations. Any Director may place a nomination for any officer position, either in advance of the meeting or from the floor during the meeting at which the elections are held. Directors may self-nominate.
- Officer elections shall be conducted in an open and transparent manner. If there is more than one nominee for a position, voting shall be conducted by roll call, unless there is a request for a secret ballot. If there is a request for secret ballot, the Board shall vote on whether to use a secret ballot by roll call vote before conducting the vote on approval of the Board Officer. No second is required. A majority vote of the Board is required to elect an officer. In the event of a tie, the Board shall re-vote until a candidate receives a majority vote.
- Board Officers shall serve for a term of one year or until the election of their successors. Officers may serve consecutive terms if re-elected.
- Board Officers may be removed from office during such term by the affirmative vote of five Directors at a regular meeting of the Board or a special meeting called for that purpose.
- In the event an office becomes vacant, the Board shall elect one of its members to fill the term of that office at its next regular Board Meeting, using the process described in this policy. The election to fill a vacant term may be postponed to a later meeting by a vote of the Board.

	OMAHA PUBLIC POWER DISTRICT Board Policy	Category:	Governance Process
	Policy No. and Name:  GP-5: Election of the Board Officers	Monitoring Method:	Governance Committee Board Report
		Frequency:	Annually
Date of Approval:	July 16, 2015 January 12, 2017 <u>May 15, 2025</u>	Resolution No.:	6070 6168 <u>[insert number]</u>

The Board shall elect the Board Officers under the following terms and conditions:


- The officers of the Board shall be the Chair, Vice Chair, Secretary and Treasurer. Those Board Officers shall be elected by the Board, from among its members, annually at the Board's regular meeting in January.
- The Governance Committee shall recommend a slate of officers to the full Board no later than the regular Board meeting in January. The Board may approve the Committee's recommendation or consider alternative recommendations. Any Director may place a nomination for any officer position, either in advance of the meeting or from the floor during the meeting at which the elections are held. Directors may self-nominate.
- Officer elections shall be conducted in an open and transparent manner. If there is more than one nominee for a position, voting shall be conducted by roll call, unless there is a request for a secret ballot. If there is a request for secret ballot, the Board shall vote on whether to use a secret ballot by roll call vote before conducting the vote on approval of the Board Officer. No second is required. A majority vote of the Board is required to elect an officer. In the event of a tie, the Board shall re-vote until a candidate receives a majority vote.
- ~~The Chair shall conduct the election, and the Corporate Secretary shall tally the votes. Any Director may place a nomination for the election of a Board Officer. No second is required. Board Officers shall be elected with the approval of a majority of those present and at least five Directors voting in approval. A tie vote will fail. A roll call vote will be taken, unless there is a request for a secret ballot. If there is a request for a secret ballot, the Board shall vote on whether to use a secret ballot by roll call vote before conducting the vote on approval of the Board Officer. No second is required.~~
- Board Officers shall serve for a term of one year or until the election of their successors. Officers may serve consecutive terms if re-elected.
- Board Officers may be removed from office during such term by the affirmative vote of five Directors at a regular meeting of the Board or a special meeting called for that purpose.
- In the event an office becomes vacant, the Board shall elect one of its members to fill the term of that office at its next regular Board Meeting, using the process described in this policy. The election to fill a vacant term may be postponed to a later meeting by a vote of the Board.

	OMAHA PUBLIC POWER DISTRICT Board Policy	Category:	Governance Process
	Policy No. and Name:  GP-15: Nuclear Oversight	Monitoring Method:	System Management and Nuclear Oversight Committee Board Report
		Frequency:	Annually
Date of Approval:	February 11, 2016 February 16, 2017 April 21, 2022 May 15, 2025	Resolution No.:	6105 6170 6494 <u>[insert number]</u>

OPPD's Board of Directors understands and appreciates the unique responsibility of the company's nuclear asset and commits to nuclear safety, oversight, and governance. The Board shall ensure its members understand the special nature of used nuclear fuel, establish appropriate oversight responsibilities, and support and strengthen a nuclear safety culture.

The System Management and Nuclear Oversight Committee (SMNOC) shall monitor the safe and secure storage of nuclear fuel and decommissioning activities of Fort Calhoun Station (FCS). In doing so, the SMNOC will periodically review nuclear business unit metrics to ensure that the executive leadership team and the full Board have the necessary information to allow effective monitoring of FCS performance.

Decommissioning metrics shall be established and provided to the full Board on a quarterly basis.

	OMAHA PUBLIC POWER DISTRICT Board Policy	Category:	Governance Process
	Policy No. and Name:  GP-15: Nuclear Oversight	Monitoring Method:	System Management and Nuclear Oversight Committee Board Report
		Frequency:	Annually
Date of Approval:	February 11, 2016 February 16, 2017 April 21, 2022 <u>May 15, 2025</u>	Resolution No.:	6105 6170 6494 <u>[insert number]</u>

OPPD's Board of Directors understands and appreciates the unique responsibility of the company's nuclear ~~electric-generating~~ asset and commits to nuclear safety, oversight, and governance. The Board shall ensure its members understand the special nature of used nuclear ~~powerfuel~~, establish appropriate oversight responsibilities, and support and strengthen a nuclear safety culture.

The System Management and Nuclear Oversight Committee (SMNOC) shall monitor the safe and secure storage of nuclear fuel and decommissioning activities of Fort Calhoun Station (FCS). In doing so, the SMNOC will periodically review nuclear business unit metrics to ensure that the executive leadership team and the full Board have the necessary information to allow effective monitoring of FCS performance.

~~The SMNOC Chair shall:~~

- ~~• Attend each of the following meetings, at least once per year:~~
  - ~~• Decommissioning Oversight Committee (DOC) Meeting~~
- ~~• Bring in nuclear industry experts to provide observation and advisement on nuclear safety, decommissioning and operational performance at FCS on an annual basis.~~
- ~~• Fulfill all other requirements of a Board Committee Chair (GP-9).~~


~~SMNOC Committee Members shall:~~

- ~~• Attend a Decommissioning Oversight Committee (DOC) meeting at least once per year.~~

~~Remaining Board Members may:~~

- ~~• Attend a Decommissioning Oversight Committee (DOC) meeting at least once per year.~~


Decommissioning metrics shall be established and provided to the full Board on a quarterly basis.

	OMAHA PUBLIC POWER DISTRICT Board Policy	Category:	Board Staff–Linkage
	Policy No. and Name:  BL-8: Delegation to the President and Chief Executive Officer – Procurement	Monitoring Method:	System Management and Nuclear Oversight Committee Board Report
		Frequency:	Annually
Date of Approval:	October 15, 2015 May 15, 2025	Resolution No.:	6082 <a href="#">[insert number]</a>

The CEO shall ensure all procurement activities are performed to the highest ethical standards of conduct and in accordance with all applicable federal, state and local laws, and company policies.

Specifically:

- The CEO shall ensure OPPD’s procurement activities utilize the following attributes:
  - *Use of Competition:* Where applicable, OPPD shall follow procurement requirements specified in Nebraska Revised Statutes §§ 70-637 through 70-640. Other procurement activities that are outside the statutory process shall utilize competitive processes whenever feasible.
  - *Best Evaluated Procurement Selections:* Bids shall be sought, obtained, and evaluated utilizing a “best evaluated total end-use cost” considering costs and benefits of services, quality, delivery timeline, and environmental impacts including life cycle costs for disposal (if applicable). Procurements subject to the statutory process described in Nebraska Revised Statutes §§ 70-637 through 70-640 shall be evaluated and awarded as provided in the applicable statute.
  - *Bid Solicitation:* Bid solicitation shall be inclusive of responsible bidders from within OPPD’s service territory to the extent practical.
  - *Direct Procurements:* Subject to statutory procurement standards, the District may engage in the direct procurement of goods and services without solicitation of competitive bids when it is in OPPD’s best interest even when multiple sources of supplies exist.
  - *Use of Responsible Bidders:* OPPD shall only do business with reputable and responsible bidders. A responsible bidder demonstrates the attributes of trustworthiness, quality, fitness, capacity, financial capability, safety, and experience to satisfactorily perform OPPD work.
  - *Use of Strategic Alliances:* OPPD may enter into Strategic Alliance contracts for the procurement of goods or services to the extent allowed by Nebraska Revised Statutes §§ 70-637 through 70-640. A Strategic Alliance contract is a competitively bid multi-year contract for goods and/or services in which OPPD and the supplier work collaboratively over the life of the contract to improve quality and to explore design and process improvements to reduce cost of production, service delivery, and the total cost of ownership. These benefits are shared by both OPPD and the supplier.
- Executed contracts with authorized transactional values greater than \$1,500,000, which are not subject to the statutory procurement process, shall be reported to the Board on a monthly basis.

	OMAHA PUBLIC POWER DISTRICT Board Policy	Category:	Board Staff–Linkage
	Policy No. and Name:  BL-8: Delegation to the President and Chief Executive Officer – Procurement	Monitoring Method:	System Management and Nuclear Oversight Committee Board Report
		Frequency:	Annually
Date of Approval:	October 15, 2015 <u>May 15, 2025</u>	Resolution No.:	6082 <u>[insert number]</u>

The CEO shall ensure all procurement activities are performed to the highest ethical standards of conduct and in accordance with all applicable federal, state and local laws, and company policies.

Specifically:

- The CEO shall ensure OPPD’s procurement activities utilize the following attributes:
  - *Use of Competition:* Where applicable, OPPD shall follow procurement requirements specified in Nebraska Revised Statutes §§ 70-637 through 70-640. Other procurement activities that are outside the statutory process shall utilize competitive processes whenever feasible.
  - *Best Evaluated Procurement Selections:* Bids shall be sought, obtained, and evaluated utilizing a “best evaluated total end-use cost” considering costs and benefits of services, quality, delivery timeline, and environmental impacts including life cycle costs for disposal (if applicable). Procurements subject to the statutory process described in Nebraska Revised Statutes §§ 70-637 through 70-640 shall be evaluated and awarded as provided in the applicable statute.
  - *Bid Solicitation:* Bid solicitation shall be inclusive of responsible bidders from within ~~the~~ OPPD’s service territory to the extent practical.
  - *Direct Procurements:* Subject to statutory procurement standards, the District may engage in the direct procurement of goods and services without solicitation of competitive bids when it is in OPPD’s best interest even when multiple sources of supplies exist.
  - *Use of Responsible Bidders:* OPPD shall only do business with reputable and responsible bidders. A responsible bidder demonstrates the attributes of trustworthiness, quality, fitness, capacity, financial capability, safety, and experience to satisfactorily perform OPPD work.
  - *Use of Strategic Alliances:* OPPD may enter into Strategic Alliance contracts for the procurement of goods or services to the extent allowed by Nebraska Revised Statutes §§ 70-637 through 70-640. A Strategic Alliance contract is a competitively bid multi-year contract for goods and/or services in which OPPD and the supplier work collaboratively over the life of the contract to improve quality and to explore design and process improvements to reduce cost of production, service delivery, and the total cost of ownership. These benefits are shared by both OPPD and the supplier.
- Executed contracts with authorized transactional values greater than \$1,500,000, which are not subject to the statutory procurement process, shall be reported to the Board on a monthly basis





Spurgeon/Focht

**RESOLUTION NO. [XXXX]**

**WHEREAS**, the District's Governance Committee proposed, and the Board of Directors reviewed, a recommendation to revise Board Policy GP-5: Election of the Board Officers; and

**WHEREAS**, the District's System Management and Nuclear Oversight Committee proposed, and the Board of Directors reviewed, a recommendation to revise Board Policies GP-15: Nuclear Oversight and BL-8: Delegation to the President and Chief Executive Officer - Procurement.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the Omaha Public Power District that the proposed revisions to Board Policies GP-5: Election of the Board Officers, GP-15: Nuclear Oversight and BL-8: Delegation to the President and Chief Executive Officer – Procurement as set forth in Exhibits A, B and C, attached hereto, are approved, effective May 15, 2025.



## Pre-Committee Agenda

### CUSTOMER AND PUBLIC ENGAGEMENT PRE-COMMITTEE MEETING WEBEX VIDEOCONFERENCE May 5, 2025 4:00 – 5:00 P.M.

- 1) Safety Briefing (McAreavey – 2 min.)
  - a) Objective: Promote awareness of current safety focus
- 2) Prior Month Pre-Committee Action Items (Ikeda-Hayes – 1 min.)
  - a) Objective: Review and confirm prior pre-committee action items have been completed
- 3) Grants Update (McAreavey – 5 min.)
  - a) Objective: Brief update about grants being pursued and granted in support of OPPD mission.
- 4) Legislative Update\* (McAreavey – 15 min.)
  - a) Objective: Update on state legislative topics supported by and impacting OPPD.
- 5) Products and Services Update\* (McAreavey – 30 min.)
  - a) Objective: Update on product and services introductions and enhancements.
- 6) Board Work Plan – Public and Customer Engagement Committee Items (Focht – 1 min.)
  - a) Objective: Review of the current board work plan.
- 7) Summary of Meeting (Ikeda-Hayes – 1 min.)
  - a) Objective: Summarize action items from committee discussion.

\*Topics that will go to All-Committee meeting through CUSTOMER AND PUBLIC ENGAGEMENT.



## Reporting Item

May 13, 2025

### ITEM

Legislative and Regulatory Update

### PURPOSE

To provide an update on 2025 state and federal legislative matters, local government affairs and regulatory matters.

### FACTS

- a. Nebraska's 109<sup>th</sup> Legislature 1<sup>st</sup> session began on January 8, 2025.
- b. The 119<sup>th</sup> Congress began on January 3, 2025 and is expected to end January 3, 2027.

### RECOMMENDED:

Signed by:

A handwritten signature in blue ink that reads "Scott M. Focht".

B020AD4392E3463...  
Scott M. Focht  
Vice President – Corporate Strategy  
and Governance

### APPROVED FOR REPORTING TO BOARD:

Signed by:

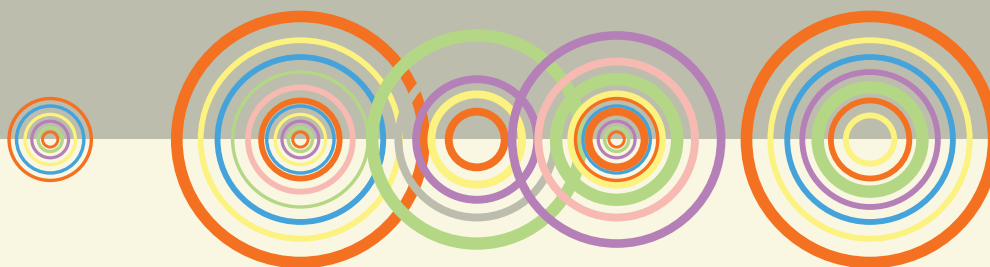
A handwritten signature in blue ink that reads "L. Javier Fernandez".

AC399FDCE56247E...  
L. Javier Fernandez  
President and Chief Executive Officer

Attachment: Legislative Update

# LEGISLATIVE UPDATE

➤ 05.13.25 ➤



# AGENDA

- **STATE LEGISLATIVE UPDATE**
  - Update on OPPD bills of interest
- **FEDERAL UPDATE**
  - Reconciliation
  - LIHEAP
  - Tariffs
  - Missouri River issues

# » **STATE LEGISLATIVE UPDATE**

## STATE LEGISLATION – HELD IN COMMITTEE, SUPPORT

- **LB 413 – Clouse – Change provisions relating to the setting of rates by certain power districts; OPPD position of support**
- **LB 489 – Brandt – Prohibit certain entities from operating, maintaining, constructing or acquiring transmission lines and related facilities; OPPD testified in support**
- **LB 546 – Rountree – Change provisions relating to proclamations for disasters, emergencies and civil defense emergencies made by the Governor; OPPD testified in support**

## STATE LEGISLATION – HELD IN COMMITTEE, OPPOSE

- **LB 349 – Prokop - Change provisions relating to applications, notices, filings, exemptions, and violations regarding the construction or acquisition of certain electric energy storage resources by electric suppliers; OPPD testified in opposition**
- **LB 503 – Bosn - Authorize the designation of American energy friendly counties and change provisions relating to privately developed renewable energy generation facilities and the nameplate capacity tax; OPPD testified in opposition**
- **LB 571 – J. Cavanaugh - Require cost-of-living adjustments for retirees for any public power district that operates a defined benefits program; OPPD testified in opposition**



## STATE LEGISLATION – ADVANCED FROM COMMITTEE

- **LB 175 – Hallstrom - Provide duties for the successor in interest of a railroad;** OPPD position of oppose: 3/13 Transportation and Telecommunications Committee priority bill; 4/9 amended into LB398, 4/29 Advanced to Final Reading
- **LB 311 – DeBoer - Change provisions relating to nonregulated activities under the Nebraska Telecommunications Regulation Act;** OPPD position of oppose: 3/13 Transportation and Telecommunications Committee priority bill; 5/6 Advanced to Select File, 5/8 Advanced to Final Reading
- **LB 660 – Andersen – Purchase of drones;** OPPD testified in Neutral Capacity; 3/13 Government, Military and Veterans Affairs Committee priority bill; 5/8 Advanced to Final Reading

## STATE LEGISLATION – ADVANCED FROM COMMITTEE

- **LB 468 – Clements – Inheritance tax, business incentives, nameplate capacity tax;**  
OPPD monitor; 5/6 Advanced to Select File
- **LB 526 – Jacobson – Crypto mining;** OPPD monitor; 4/29 Advanced to Final Reading
- **LB 644 – Bostar – Foreign Adversary;** OPPD monitor; 3/14 Bostar priority bill, 4/24  
Placed on General File with AM959, 5/8 Advanced to Select File
- **\*Monitoring many other bills for amendments**



# FEDERAL UPDATE



## FEDERAL UPDATE

- Reconciliation
  - Tax exempt financing repeal under consideration - \$250-300 billion
    - House Financial Services Committee Chair's letter
    - Rep. Bacon Dear Colleague
    - OPPD/NPPD/LES letter to our Congressional Delegation
  - Border Adjustment Tax (BAT) - \$250 billion
  - IRA/IIJA
- LIHEAP funding
- Tariffs - Mexico, Canada, and China
- Ice Jams – WRDA – Nominee for Assistant Secretary of the Army for Civil Works



## Reporting Item

May 13, 2025

### ITEM

Products and Services Update

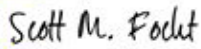
### PURPOSE

Provide the Board of Directors with an update on OPPD's products and services, as well as marketing efforts planned for 2025.

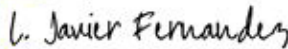
### FACTS

- a. OPPD launches new products and services on a regular basis, and three products have been recently introduced or refined.
- b. OPPD began selling Renewable Energy Certificates (RECs) in 2024 and continues to expand the range and offerings of how Residential, Commercial, Industrial, and external customers can acquire these RECs.
- c. OPPD, in partnership with HomeServe, offers an Electric Line Plan that covers normal "wear and tear" and starting in May 2025, this warranty product will now cover impacts from wind, tree and ice damages as well.
- d. OPPD will begin enrolling residential customers in a Life Sustaining Equipment program, which allows customers to list a second emergency point of contact with OPPD and enables enhanced communications for planned outages.
- e. OPPD regularly promotes products and services for customer awareness and use. Customers include both residential and commercial. In the coming year, OPPD will strive to engage these customers effectively, improving the individual customer experience as well as benefiting all customer-owners of OPPD.

### RECOMMENDED:

Signed by:  
  
B626AD4302E3483  
Scott M. Focht  
Vice President – Corporate Strategy & Governance

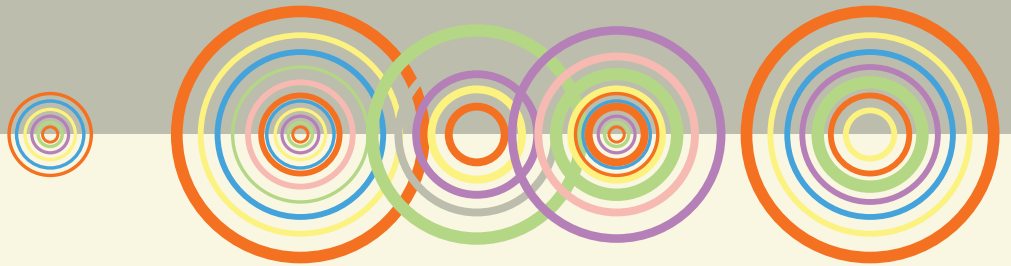
### APPROVED FOR REPORTING TO BOARD:

Signed by:  
  
AC300F0CE66247E  
L. Javier Fernandez  
President and Chief Executive Officer

Attachment: Products and Services Update Presentation

# PRODUCT & SERVICES UPDATE

➤ 05.13.25 ➤



# AGENDA

- Renewable Energy Certificate Program Update
- Electric Line Plan - Plus
- Life Sustaining Equipment Program



# **RENEWABLE ENERGY CERTIFICATES**



# OPPD REC Program Update

**2024: Launched Two REC Products – 2024 Revenue: \$211,225**

**RECs: Launched in February 2024 for Large OPPD C&I Customers**

- Four active customers as of end of 2024
- Additional customers expressing interest – Conversations underway
- Sales efforts primarily via Account Managers
- Marketing Campaign to be launched in 2Q/2025

**Renewable Choice: Launched November 2024 for Residential and Small Businesses**

- Approximately 300 customers enrolled through April 2025
- Marketing Campaign efforts launched in March and will continue throughout 2025

# RECS: A FORWARD OUTLOOK

## Maximizing value for OPPD customers guided by a controlled strategy

- Maintain transparency about how the REC portfolio affects OPPD's ability to make certain statements and claims to renewables
- No sales outside of the continental US

## ROADMAP

	2025	2026	2027
External Sale Offering Proposed Launch: May 2025	Details: Remaining prior year vintage, Single transaction(s), Wind, Green-e eligible, non-OPPD customer(s), direct and/or through a broker, \$4M+ potential annual revenue		
Long Term Contract Offering Proposed Launch: June 2025	Details: Yearly load matched, Multi-year contract, Wind, Green-e eligible, C&I only, \$1M+ potential annual revenue		



# » **ELECTRIC LINE PLAN+**

# PRODUCT OVERVIEW

Electrical Line Plan+ expands our coverage beyond “normal wear and tear” to include unnamed weather events of **Wind, Tree and Ice damages**

## Details

### May 15 – Product Launch

#### Renewal Timeline

- 62% occur in March
- 3% - 6% in other months

#### Negative Impact of Weather “Events”

- Customer call-ins

#### Enrollments – New and Migration

- New Enrollment Pricing: \$3.99 year 1, \$5.99 per year after
- New campaigns offering ELP+ only
- Support existing ELP “promo codes” (legal requirement) with option for ELP+
- Monthly renewal transition
- Updated Scripts
- Tip Sheet
- FAQs

Renewal Impacts	
<div><b>Fiscal 2025</b></div> <div>9,300 Customers</div> <div>\$5.99 per month*</div>	<div><b>12 Month Total</b></div> <div>30,314 Customers</div> <div>\$5.99 per month*</div>
<div><b>Improved CSAT</b></div> <div>Providing coverage for customer concerns with increased weather events.</div>	<div><b>Marketing Plans</b></div> <div><b>PD&amp;M effort</b> Email/Contact Center <b>HomeServe</b> bi-monthly campaigns</div>

\*Price increase from \$4.49 to \$5.99 at renewal



# **LIFE SUSTAINING EQUIPMENT (LSE) PROGRAM**

# Supporting OPPD's Core Values:

We have a **PASSION** to serve - We **HONOR** our community - We **CARE** about each other.

*Our customers want OPPD to be more **proactive** in **communications** and to be **highly invested** in them*

*The LSE program allows OPPD to **proactively connect** and **engage** with **current customers** and **the overall community***



The LSE program will **educate and encourage** customers to provide a **secondary emergency point of contact** for account notifications such as outages and billing alerts.



We will take the initiative to **proactively educate** LSE customers of **billing and payment resources** during times of need and **direct customers to resources** that will **help them plan ahead** of power outage events.



We will partner with Allegiant to make sure customers enrolled in the LSE program are **approached with care** during the **AMI meter exchange**. Our focus is to **establish a relationship** with our customers to make them **feel valued** and **taken care of as a part of our community**.

# PROGRAM OVERVIEW

MVP launch includes education and proactive consultation while adhering to existing policies. Program features will be evaluated and enhanced as we learn more about what doors AMI will open for our customers.

## Details



### May 1<sup>st</sup> – Program Launch

Program web page will be live. [OPPD.com/LSE](http://OPPD.com/LSE). It will include:

- Program features
- FAQs
- Outage resources and tips
- The enrollment form and instructions

Customers will print and complete the enrollment form with their doctor. CSO will receive and process all enrollments



### July 1<sup>st</sup> – AMI Communication

Communication of the LSE program will occur when we communicate to customers about their meter exchange. As a result, every customer will be informed of the LSE program as meter exchanges occur across the service territory

- The AMI marketing and engagement team will begin communicating to customers in the AMI pilot.
- The communication will direct customers with health concerns and medical needs to the LSE web page.

## Key Features

Outage Readiness Education + Enhanced Communications	Consistent & Positive Customer Experience
HIPAA Compliant	Support AMI Meter Exchanges



## Pre-Committee Agenda

### FINANCE PRE-COMMITTEE MEETING VIDEOCONFERENCE May 2, 2025 8:00 – 10:00 AM

- 1) Safety Briefing (de la Torre – 3 min)
  - a) Promote awareness of current safety focus.
- 2) Prior Month Pre-Committee Action Items (de la Torre – 2 min)
  - a) Objective: Review and confirm prior pre-committee action items have been completed.
- 3) Grants Update (McAreevey – 5 min)
  - a) Objective: Provide a brief update on grants being pursued and granted in support of OPPD mission.
- 4) Fuels Update (Underwood – 10 min)
  - a) Objective: Provide an update on fuel efforts.
- 5) First Quarter 2025 Financial Report (Underwood – 15 min)\*
  - a) Objective: Briefly present and answer questions on the report of OPPD's financial results for the quarter ended March 31, 2025.
- 6) First Quarter 2025 Retirement Plan Report (Underwood – 3 min)\*
  - a) Objective: Answer questions on the report of OPPD's retirement fund results for the quarter ended March 31, 2025.
- 7) SD-3: Access to Credit Markets Monitoring Report (Underwood – 5 min)\*
  - a) Objective: Affirm monitoring report meets the Committee's expectations for reporting requirements and align on recommendation.
- 8) Rate Design Update: Declining Blocks Removal (Underwood – 45 min)\*
  - a) Objective: Elimination of declining block rate structure and customer impacts.
- 9) AMI Opt-Out (Underwood – 15 min)\*
  - a) Objective: Proposed customer service charge for election to opt out of an AMI meter.
- 10) Board Work Plan – Finance Committee Items (Focht - 3 min)
  - a) Objective: Committee members to review and confirm items on the Board Work Plan.
- 11) Summary of Meeting (de la Torre - 2 min)
  - a) Objective: Summarize action items from committee discussion.

\*Topics that will go to All-Committee meeting through Finance Committee.





## Action Item

May 13, 2025

### ITEM

First Quarter 2025 Financial Report

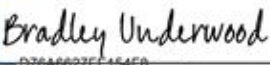
### PURPOSE

Report the quarterly financial results to the Board of Directors

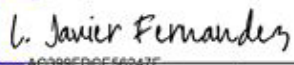
### FACTS

- a. The first quarter 2025 financial results are attached for review.
- b. Retail Revenue for the first quarter of 2025 was \$321.1 million, which was \$15.1 million under budget. Off-system Revenue was \$64.9 million, which was \$13.1 million over budget. Other Income was \$46.8 million, which was \$12.5 million over budget.
- c. Operations and Maintenance Expense (less Fuel and Purchased Power) for the first quarter 2025 was \$156.6 million, which was \$13.9 million over budget. Fuel and Purchased Power Expense was \$158.0 million, which was \$15.6 million over budget. Other Expense was \$88.9 million, which was \$8.6 million over budget.
- d. Operating Income for the first quarter of 2025 was \$31.1 million, which was \$24.1 million under budget.
- e. Net Income for the first quarter of 2025 was \$29.3 million, which was \$10.4 million under budget.

### RECOMMENDED:

DocuSigned by:  
  
076A8627FC154FB  
Bradley R. Underwood  
Vice President and Chief Financial  
Officer

### APPROVED FOR BOARD CONSIDERATION:

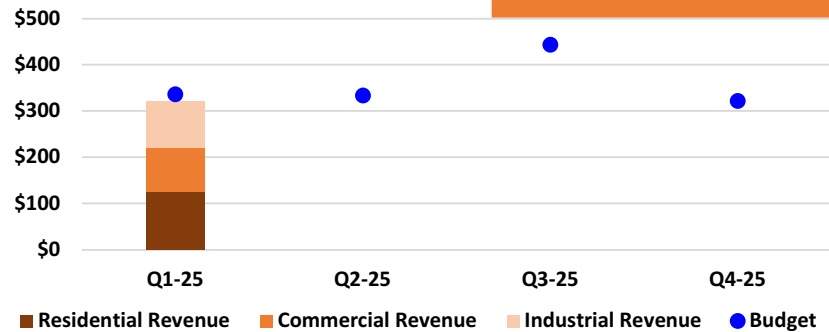
Signed by:  
  
AC398FDC56247E  
L. Javier Fernandez  
President and Chief Executive Officer

Attachment: Quarterly Financial Report (Graphs)

# Q1 2025 Results (\$ Millions)

## Retail Revenue

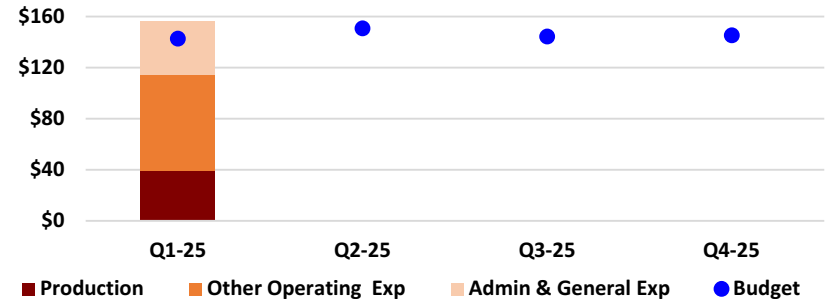
YTD ACTUALS 2025 - \$321.1  
YTD BUDGET 2025 - \$336.2



## O&M Expense

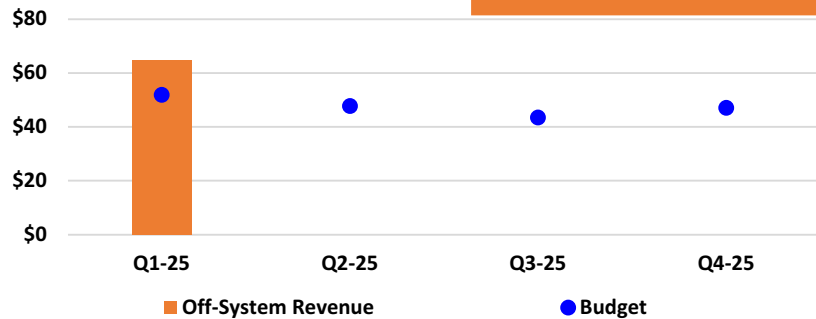
(less Fuel & Purchased Power)

YTD ACTUALS 2025 - \$156.6  
YTD BUDGET 2025 - \$142.7



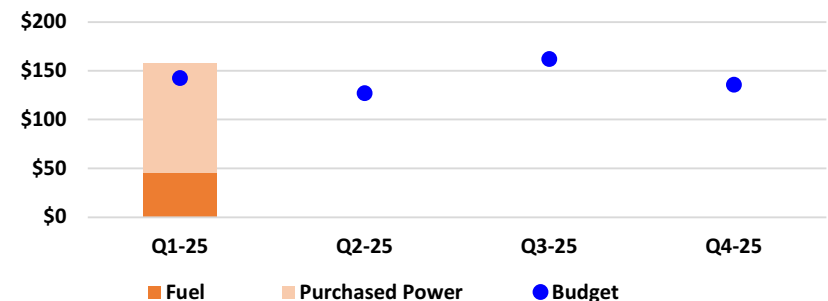
## Off-System Revenue

YTD ACTUALS 2025 - \$ 64.9  
YTD BUDGET 2025 - \$ 51.8



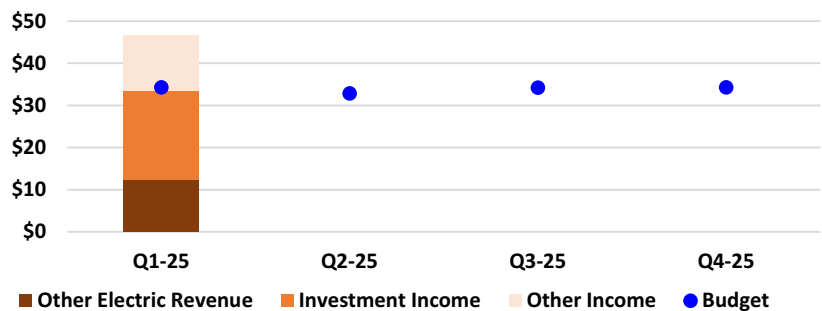
## Fuel & Purchased Power

YTD ACTUALS 2025 - \$158.0  
YTD BUDGET 2025 - \$142.4



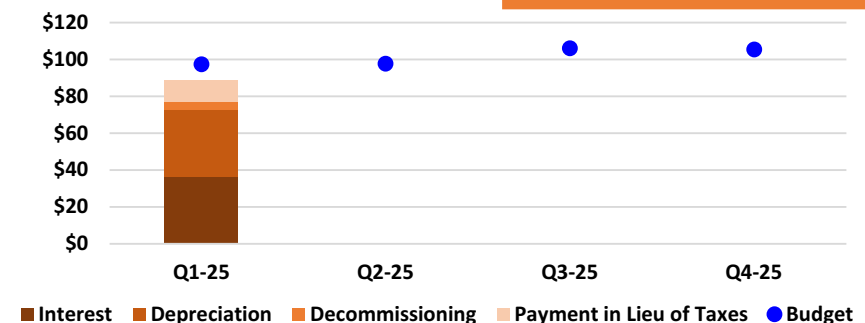
## Other Income

YTD ACTUALS 2025 - \$ 46.8  
YTD BUDGET 2025 - \$ 34.3



## Other Expense

YTD ACTUALS 2025 - \$ 88.9  
YTD BUDGET 2025 - \$ 97.5



 - Favorable  - Unfavorable

Unaudited results.

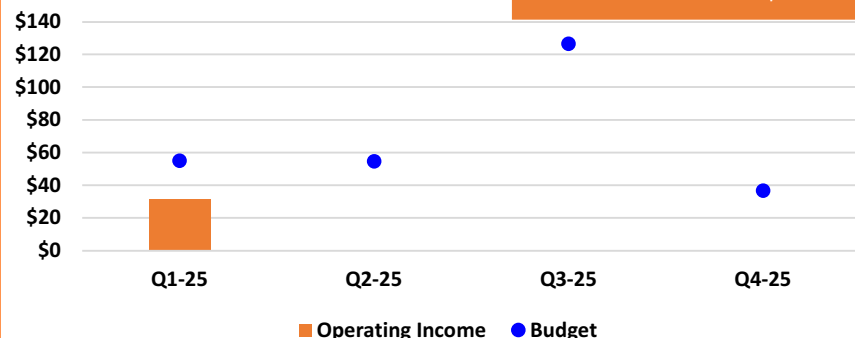
# Q1 2025 Results (\$ Millions)



## Operating Income



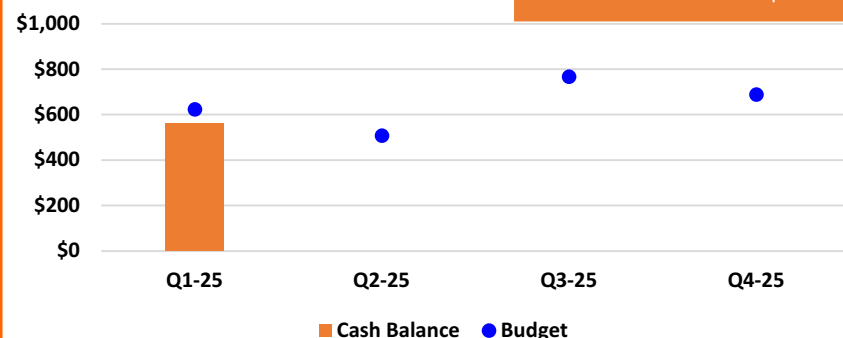
YTD ACTUALS 2025 - \$ 31.1  
YTD BUDGET 2025 - \$ 55.2



## Cash Balance



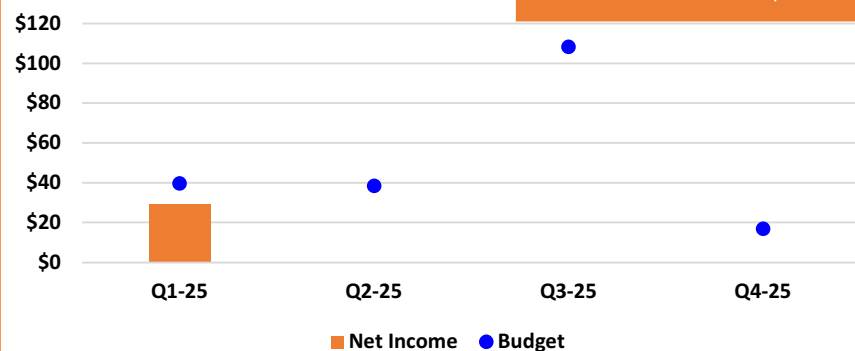
YTD ACTUALS 2025 - \$559.7  
YTD BUDGET 2025 - \$622.5



## Net Income



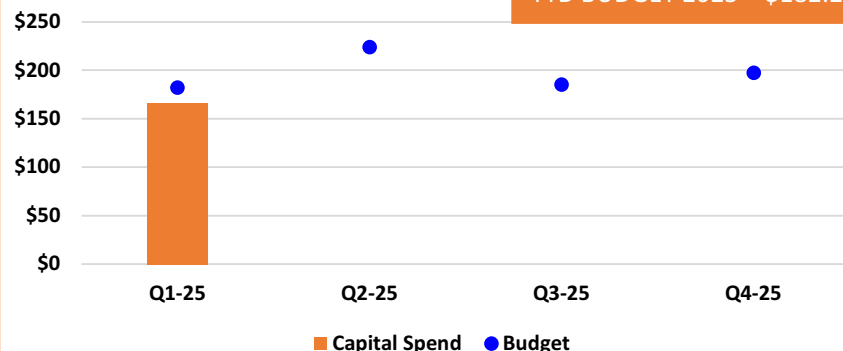
YTD ACTUALS 2025 - \$ 29.3  
YTD BUDGET 2025 - \$ 39.7



## Capital Spend



YTD ACTUALS 2025 - \$166.1  
YTD BUDGET 2025 - \$182.2



## SD Impact:

\* **SD-2 Rates** - OPPD's 2024 average retail rate was 15.8% below the defined regional average based on 2023 data from the Energy Information Administration (EIA).

\* **SD-3 Access to Credit Markets** - The 12-month rolling debt service coverage ratio is 1.89 times through March 2025, and is forecasted at 2.0 times at year end. The District's days of cash on hand is 196 days as of March 31, 2025.

## HIGHLIGHTS:

\* Retail revenues were under budget YTD by \$15.1 million, or 4.5%, primarily due to lower industrial revenues due to lower usage and slower load ramp. Off-system sales were over budget YTD by \$13.1 million, or 25.2%, primarily due to higher than expected congestion hedging revenues. Other income was over budget by \$12.5 million, or 36.4%, primarily due to higher revenues from allowances for funds used during construction and positive investment income.

\* O&M expense (less fuel and purchased power) was over budget YTD by \$13.9 million, or 9.7%, primarily due to storm restoration costs from the March blizzard, which was partially offset by lower administrative and general expense from lower employee benefit costs. Fuel and purchased power expense was over budget YTD by \$15.6 million, or 11.0%, due to generation outages and higher congestion hedging costs.

\* Net income of \$29.3 million YTD was under budget by \$10.4 million, primarily due to the operating results addressed above.

\* Capital expenditures YTD were under plan by \$16.1 million, or 8.8%, primarily due to timing on multiple Enterprise Priority projects.

◆ - Favorable

◆ - Unfavorable

Unaudited results.



## Reporting Item

May 13, 2025

### ITEM

Retirement Plan – First Quarter 2025

### PURPOSE

Report on the Retirement Plan Fund's First Quarter 2025 Performance Results

### FACTS

- a. The Retirement Plan Fund market value at the end of the first quarter was \$1.26 billion. This compares to the market value at the beginning of the quarter of \$1.27 billion. During the quarter, employee contributions were \$5.90 million and OPPD contributions totaled \$17.18 million. Benefit payments totaled \$28.90 million, and the investment market value (net of expenses) was \$2.28 million.
- b. As of March 31, 2025, the Retirement Fund asset allocation was 53.7% Equity, 32.1% Fixed Income and 14.2% Alternative Assets, which is within the Investment Policy Guidelines approved by the Board.
- c. The Retirement Plan Fund sector performance (net of fees) was:

<u>Sector</u>	<u>Market Value</u>	<u>Quarterly Return</u>	<u>Index</u>
Domestic Equity	\$391,405,958	-5.3%	-5.7%
International Equity	\$286,031,677	4.8%	4.7%
Domestic Fixed Income	\$348,404,707	2.6%	2.7%
Global Fixed Income	\$56,203,089	2.2%	2.3%
Private Real Estate	\$87,417,097	1.0%	1.0%
Private Credit <sup>(1)</sup>	\$91,443,615	2.3%	—
<b>Total</b>	<b>\$1,260,906,143</b>	<b>0.1%</b>	<b>0.7%</b>

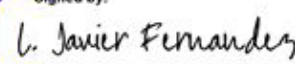
(1) Quarterly internal rate of return as of 12-31-2024 (return data not available for most recent quarter).

- d. Domestic Equity Composite returned -5.3%. News that China's DeepSeek had developed an AI model at a fraction of the cost to market leaders put pressure on the "Magnificent Seven". Value outperformed growth in both large and small caps. The International Equity Composite returned 4.8%. Europe was the largest contributor to the index. Uncertainty surrounding tariff policies and concerns for a U. S. recession impacted exporters and technology related stocks.
- e. The Domestic Fixed Income Composite returned 2.6%. The Federal Reserve kept interest rates on hold, which indicated it wanted to see more evidence of continued inflation decline. The Global Fixed Income Composite returned 2.2%. The U.S. dollar depreciated relative to the yen, euro, and British pound.
- f. The Real Estate Composite returned 1.0%. Most commercial real estate sectors experienced positive performance over the past two quarters. Office was the only outlier, which experienced slight declines

### RECOMMENDED:

DocuSigned by:  
  
 D76A6627FC164F8  
 Bradley R. Underwood  
 Vice President and Chief Financial Officer

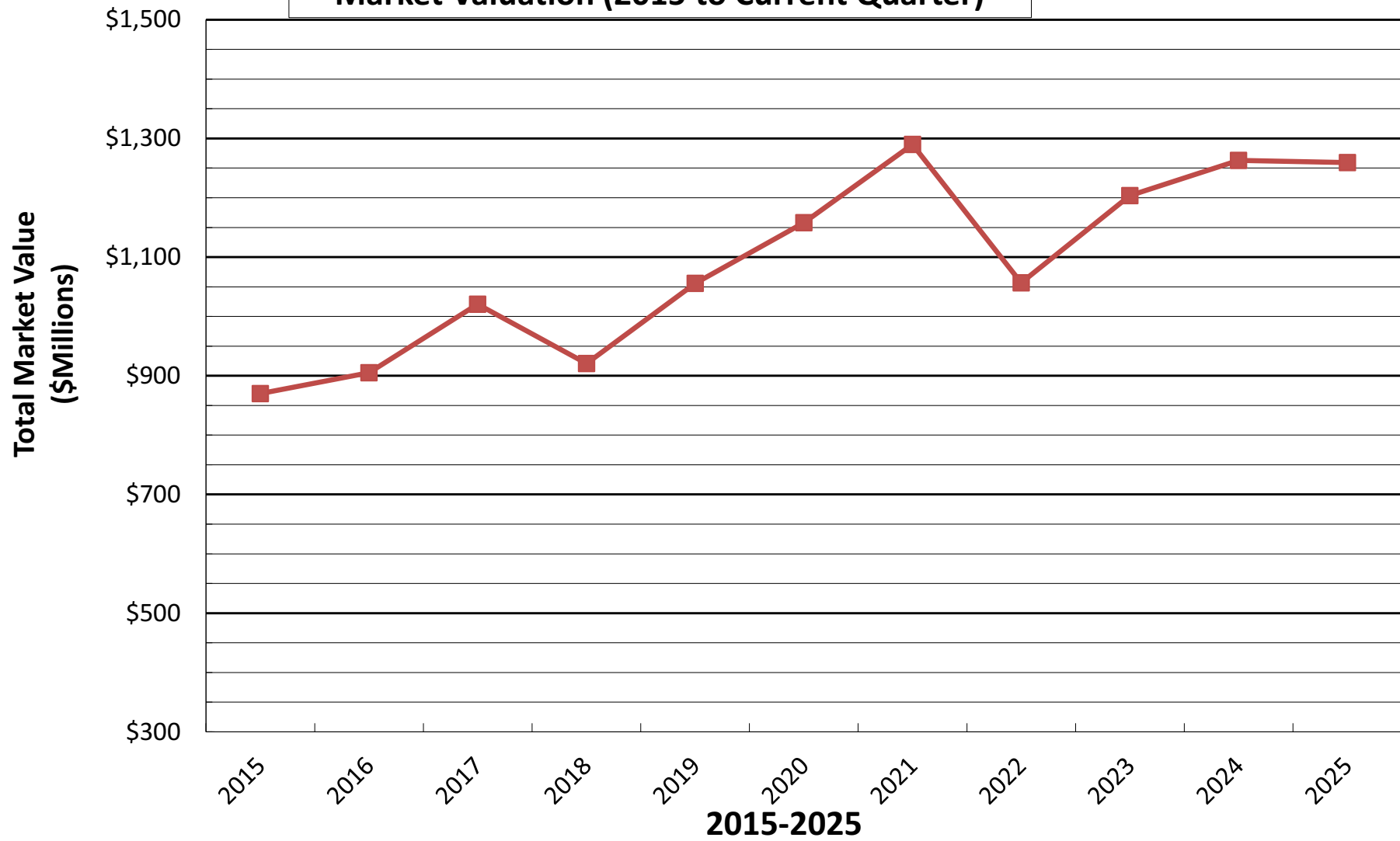
### APPROVED FOR REPORTING TO BOARD:

Signed by:  
  
 AC399FDC56247E  
 L. Javier Fernandez  
 President and Chief Executive Officer

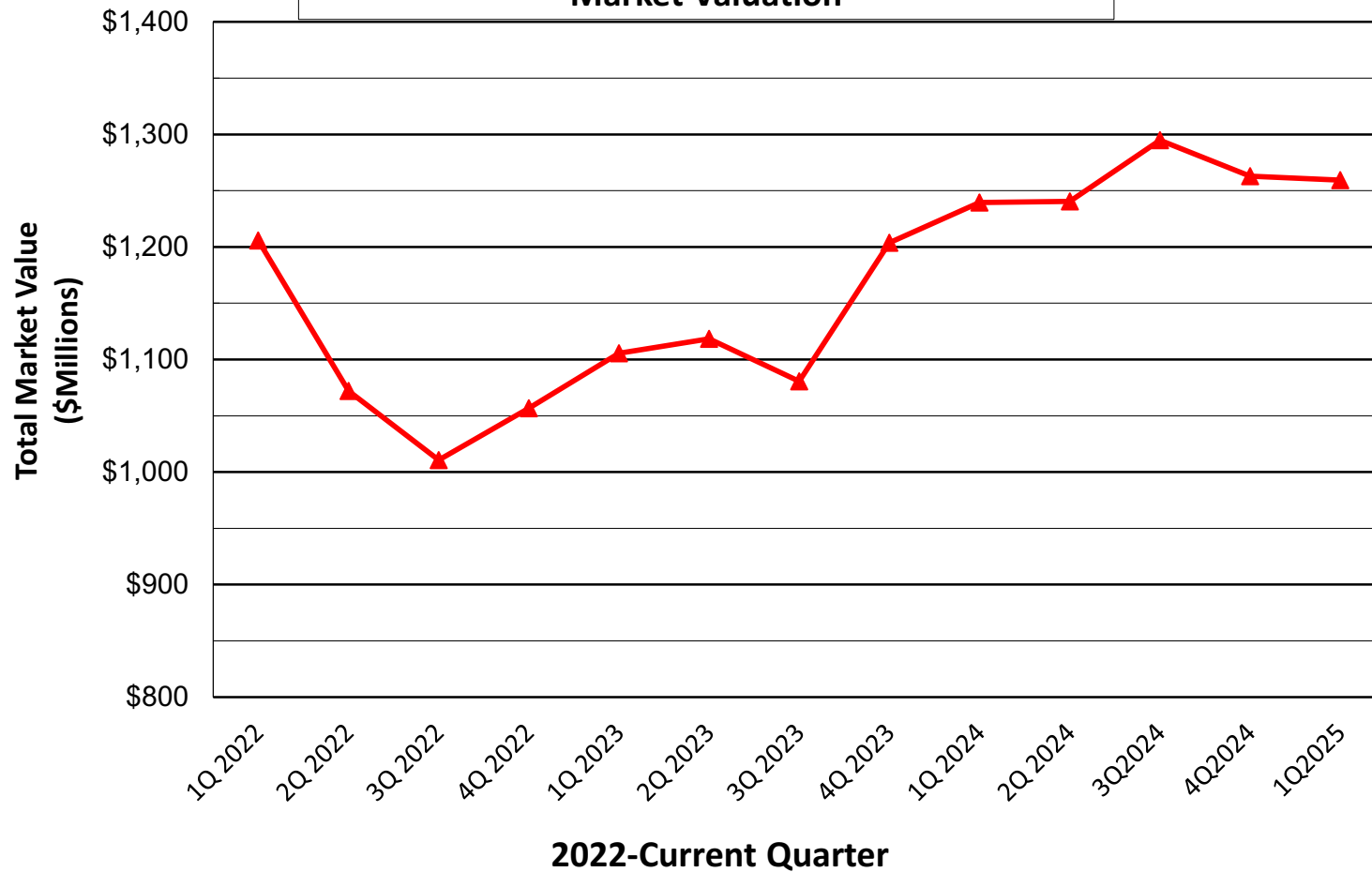
BRU: jap

Attachments: Summary of OPPD Retirement Plan Assets  
 OPPD Retirement Plan Total Assets – Annual Market Valuation Graph  
 OPPD Retirement Plan Total Assets – Quarterly Market Valuation Graph

**OPPD Retirement Plan Total Plan Assets - Annual  
Market Valuation (2015 to Current Quarter)**



**OPPD Retirement Plan Total Plan Assets - Quarterly  
Market Valuation**





## Action Item

May 13, 2025

### ITEM

SD-3: Access to Credit Markets Monitoring Report

### PURPOSE

To ensure full Board review, discussion and acceptance of SD-3: Access to Credit Markets Monitoring Report

### FACTS

- a. The Board confirmed the Corporate Governance Initiative Charter in December 2014, in order to assess and refine OPPD's corporate governance infrastructure.
- b. The first set of Board policies was approved by the Board on July 16, 2015. A second set of Board policies was approved by the Board on October 15, 2015.
- c. Each policy was evaluated and assigned to the appropriate Board Committee for oversight of the monitoring process.
- d. The Finance Committee is responsible for evaluating Board Policy SD-3: Access to Credit Markets on an annual basis.
- e. The Finance Committee has reviewed the SD-3: Access to Credit Markets Monitoring Report and is recommending that OPPD be found to be sufficiently in compliance with the policy as stated.

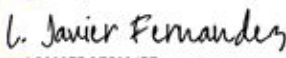
### ACTION

The Finance Committee recommends Board approval of the 2025 SD-3: Access to Credit Markets Monitoring Report.

#### RECOMMENDED:

DocuSigned by:  
  
D76A6527FC154F8  
Bradley R. Underwood  
Vice President and Chief Financial Officer

#### APPROVED FOR BOARD CONSIDERATION:

Signed by:  
  
AC399F0CE16247E  
L. Javier Fernandez  
President and Chief Executive Officer

BRU: jap

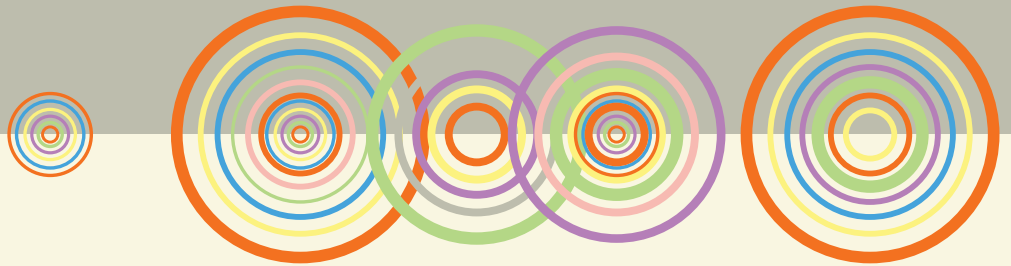
Attachments: Exhibit A – Monitoring Report  
Resolution

# **MONITORING REPORT**

## **SD-3: ACCESS TO**

## **CREDIT MARKETS**

➤ 05.13.25 ➤



Brad Underwood

Vice President – Financial Services & CFO





## SD-3: Access to Credit Markets

To achieve a low cost and flexible cost structure, OPPD shall maintain financial ratios and targets to ensure efficient and cost-effective access to the credit markets

Therefore:

- For OPPD's annual budgets, the Board establishes a minimum total debt service coverage\* ratio of 2.0 times
- When making resource decisions, OPPD shall take into consideration long-term revenue requirements, debt-to-capitalization ratio, minimum risk-adjusted liquidity\* levels, competitive position, financial risk, and financial flexibility
- OPPD's goal is to maintain an AA credit rating with the credit rating agencies consistent with the above expectations

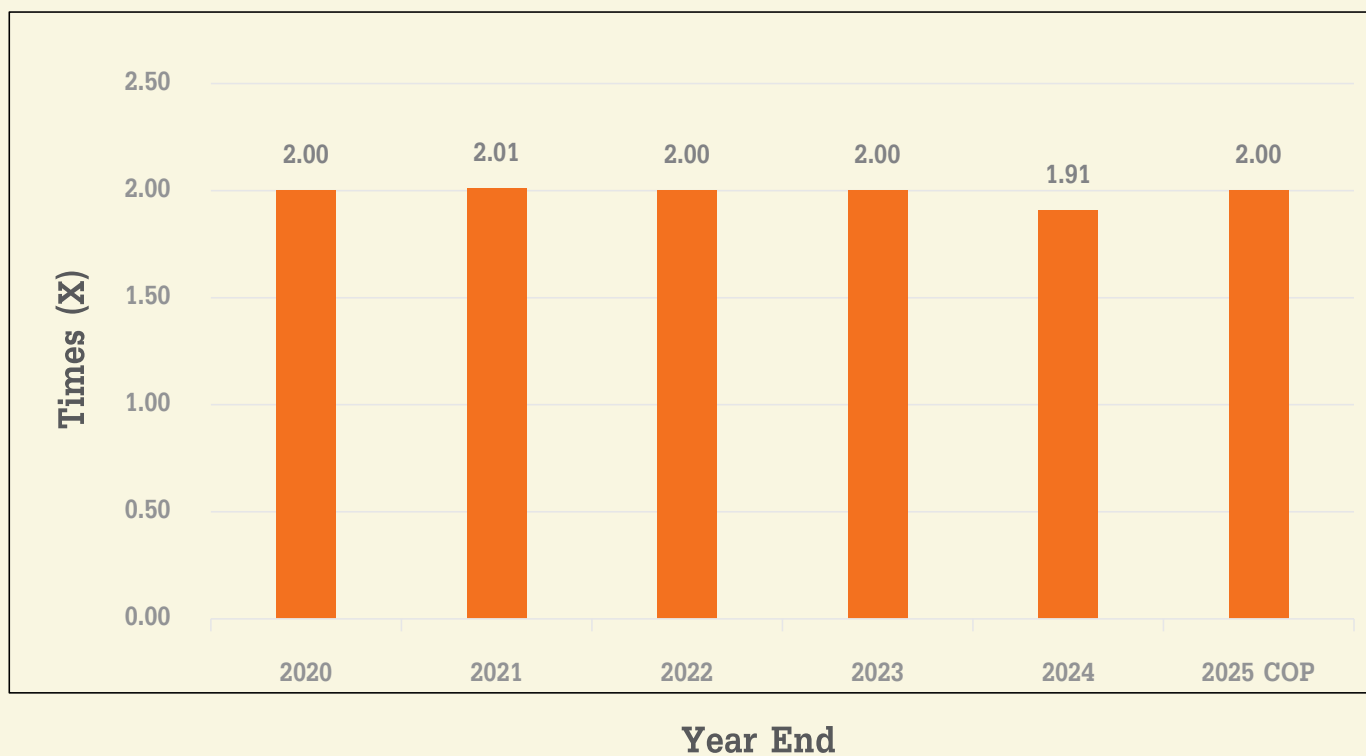
\* TERMS AND DEFINITIONS

*Total Debt Service Coverage:* Revenues less expenses divided by total annual senior and subordinate lien debt interest and principal payments

*Liquidity:* Total cash (operating and supplemental cash accounts) and unrestricted lines of credit available to meet ongoing daily cash requirements

## SD-3: ACCESS TO CREDIT MARKETS

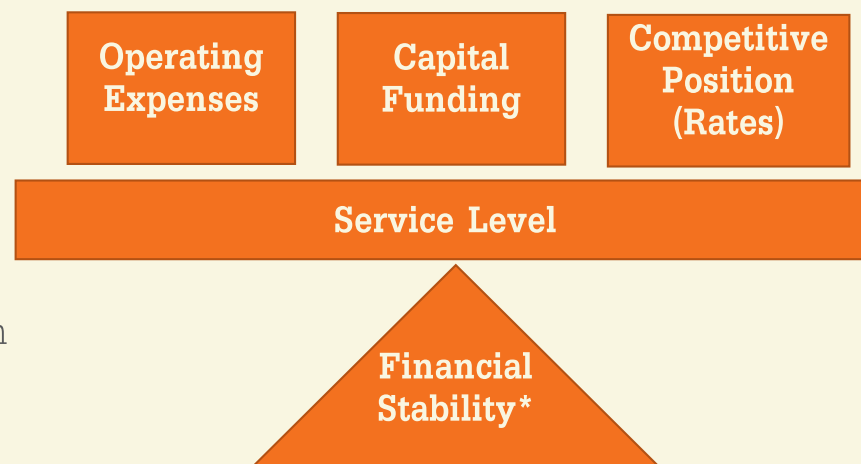
For OPPD's annual budgets, the Board established a minimum total debt service coverage ratio of 2.0 times



# RESOURCE DECISIONS ARE MADE THROUGH THE CORPORATE OPERATING PLAN (COP)

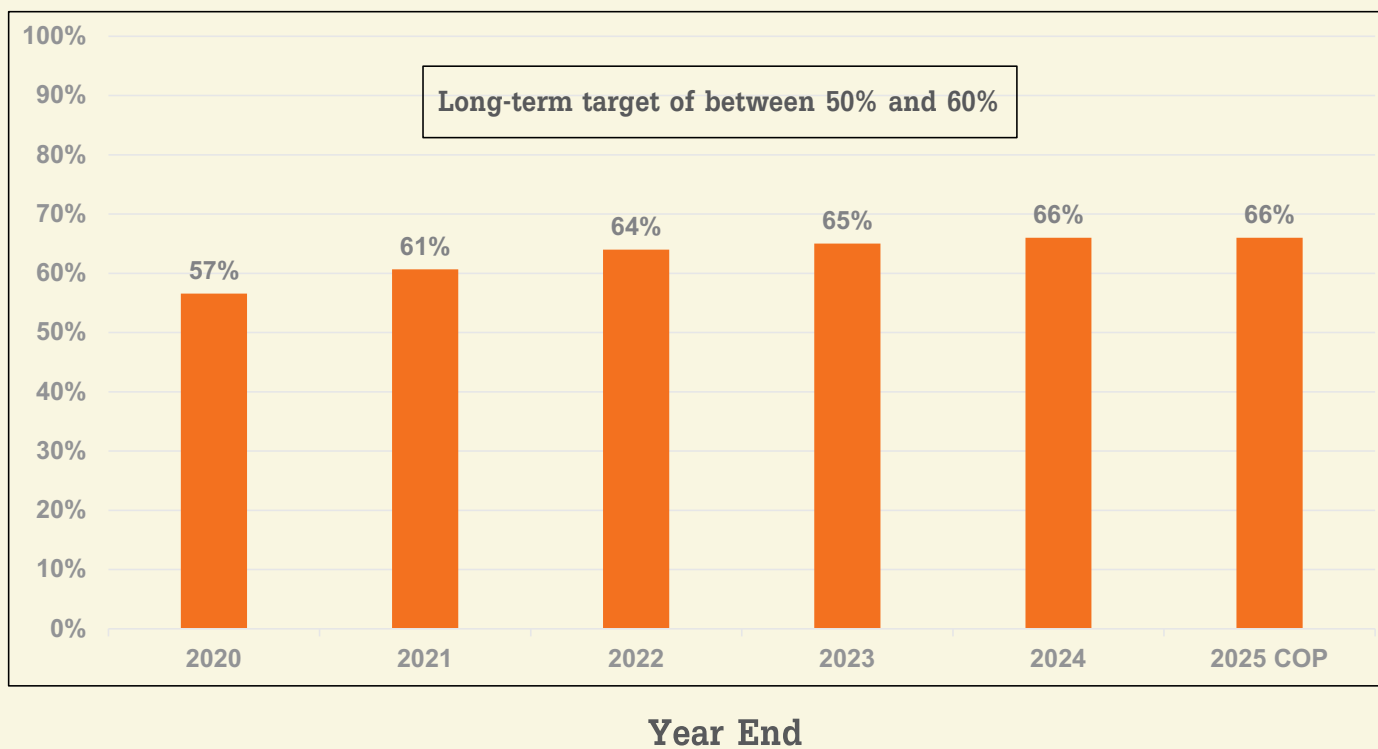
When making resource decisions, OPPD shall take into consideration long-term revenue requirements, debt-to-capitalization ratio, minimum risk-adjusted liquidity levels, competitive position, financial risk, and financial flexibility

- Board of Director's Strategic Directives
  - Competitive position in establishing rates (SD-2)
- Long-term revenue requirements
  - Operational requirements (SD-4)
  - Enterprise and financial risks (SD-15)
- Flexibility of plan to adjust with operational execution



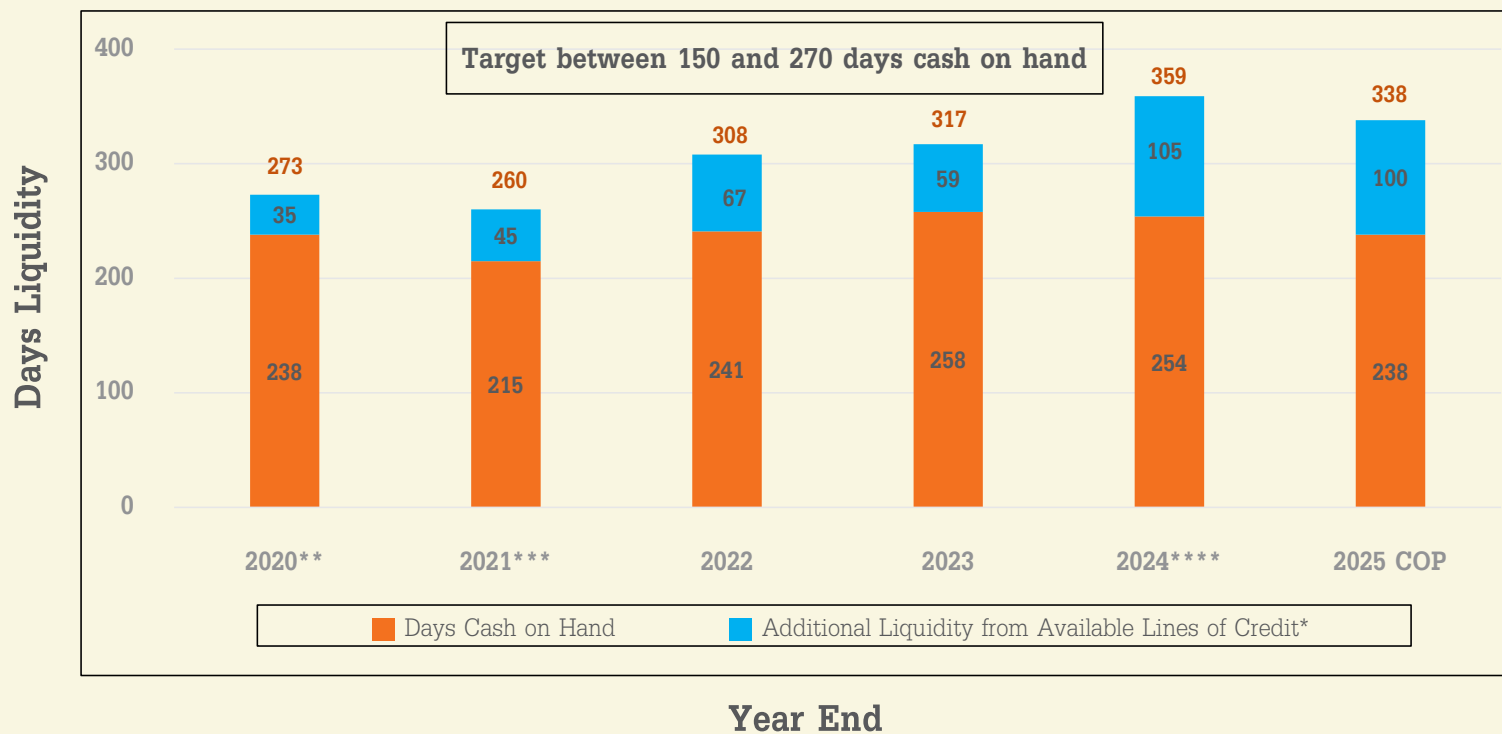
\* As measured by Debt Service Coverage, Liquidity, and Debt-to-Capitalization Ratios

# DEBT RATIO\*



\* Share of debt-to-capitalization (debt plus net position)

# DAYS LIQUIDITY



\* Available lines of credit equal total lines of credit less outstanding commercial paper and letters of credit

\*\* Lines of credit increased from \$250 million to \$325 million

\*\*\* Lines of credit increased from \$325 million to \$450 million

\*\*\*\* Lines of credit increased from \$450 million to \$600 million

# CREDIT RATING

OPPD's goal is to maintain an AA credit rating with the credit rating agencies consistent with the above expectations

	2020	2021	2022	2023	2024
Moody's	Aa2	Aa2	Aa2	Aa2	Aa2
Standard & Poor's	AA	AA	AA	AA	AA

# RECOMMENDATION

- The Finance Committee has reviewed and accepted this Monitoring Report for SD-3 and recommends that the Board find OPPD to be sufficiently in compliance with Board Policy SD-3



Moody/Underwood

**RESOLUTION NO. xxxx**

**WHEREAS**, the Board of the Directors has determined it is in the best interest of the District, its employees, and its customer-owners to establish written policies that describe and document OPPD's corporate governance principles and procedures; and

**WHEREAS**, each policy was evaluated and assigned to the appropriate Board Committee for oversight of the monitoring process; and

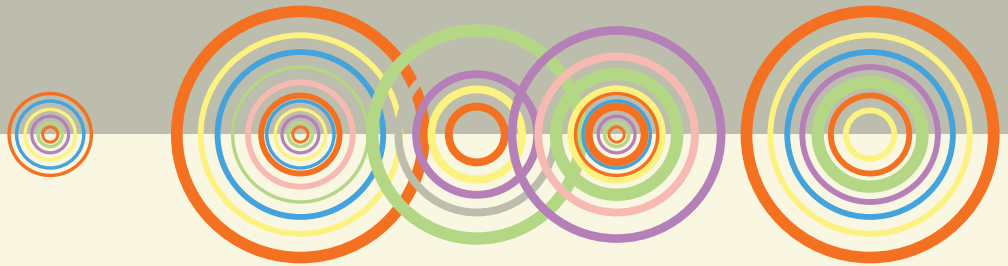
**WHEREAS**, the Board's Finance Committee (the "Committee") is responsible for evaluating Board Policy SD-3: Access to Credit Markets on an annual basis. The Committee has reviewed the SD-3: Access to Credit Markets Monitoring Report and finds OPPD to be sufficiently in compliance with the policy as stated.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors of Omaha Public Power District accepts the SD-3: Access to Credit Markets monitoring report, in the form as set forth on Exhibit A attached hereto and made a part hereof, and finds OPPD to be sufficiently in compliance with the policy as stated.



# RATE DESIGN UPDATE: DECLINING BLOCKS REMOVAL

➤ 05.13.25 ➤



**Brad R. Underwood**

**Vice President and Chief Financial Officer**



# AGENDA

- Proposed adjustments to the Service Regulations and Schedules
  - **Declining Block Rate Elimination**
  - **Energy Management Credit Elimination**
- Timeline
- Customer Outreach





# **DECLINING BLOCK RATE ELIMINATION**

# HISTORY OF DECLINING BLOCKS



- In the 1950s and 60s, declining block rates (DBR's) were a dominant feature of residential tariffs in the US.
- They were intended to incentivize electrification of homes and businesses by offering lower per-kWh prices for higher usage.
- This pricing strategy was driven by the belief that electricity costs would continue to fall as technology improved and economies of scale were realized.
- While DBR's are still used in some regions, they are less prevalent than in the past.
- DBR's can inadvertently lead to increased energy consumption, which is undesirable in a time of rising energy costs and conservation efforts.
- DBR's disproportionately benefit high-consumption customers, potentially making the overall system less equitable.

# OPPD DECLINING BLOCKS

- Eliminate the existing declining block rates and consolidate into a single rate for each season:
  - Rates 110, 115, 230, 231 have multiple **WINTER** blocks
  - Rate 231 also has multiple **SUMMER** blocks

	Residential		Commercial	
	110	115	230	231
<b>2025 Approved Rates</b>				
Service Charge	\$30.00	\$30.00	\$33.00	\$19.86
Billable Demand				\$7.89
Summer Energy - Block 1	10.950	9.610	10.620	7.380
Summer Energy - Block 2			\$10.62	5.810
Winter Energy - Block 1	9.550	9.500	8.400	5.920
Winter Energy - Block 2	8.850	8.800	8.400	4.560
Winter Energy - Block 3	8.740	7.110	7.190	
FPPA	0.457	0.457	0.457	0.457
<b>Total Revenue</b>	<b>\$460,666,684</b>	<b>\$78,153,409</b>	<b>\$83,970,977</b>	<b>\$291,652,771</b>
<b>2025 Single Block Rates</b>				
Service Charge	\$30.00	\$30.00	\$33.00	\$19.86
Billable Demand				\$7.89
Summer Energy	10.950	9.610	10.620	6.997
Winter Energy	8.921	8.085	8.075	5.669
FPPA	0.457	0.457	0.457	0.457
<b>Total Revenue</b>	<b>\$460,662,306</b>	<b>\$78,152,354</b>	<b>\$83,971,054</b>	<b>\$291,657,357</b>

Note that this rate change does not impact the total revenue we collect from customers. **This is not a rate increase for OPPD.**

However, there are benefitters and non-benefitters in each class.

# RATIONAL FOR REMOVAL

- Historically, market energy prices were most volatile during the summer months.
- As the mix of generation in SPP has evolved, we now experience large swings in energy prices year-round.
  - **Over the last 3 years, 55% of the 100 highest priced hours occurred in the non-summer months.**
- Upcoming changes to the Planning Reserve Margin in the Southwest Power Pool are removing much of the distinction between the summer and winter months for capacity planning.
- Declining block rates send the message that higher usage by customers can be served at a lower cost to OPPD, a dynamic that no longer holds true.
- In April 2024, The Brattle Group reviewed OPPD's existing rate design for all customer classes relative to rate design best principles and recommended updates to bring OPPD's rate in line with industry standard.
  - **Block rates served their purpose during a different energy era and should be eliminated in favor of flat or preferably time-based rates.**

# CHANGES SINCE LAST BOARD REVIEW (2021)



- The decision to implement AMI and pursue associated best in class rate structures necessitates establishing a “clean” rate structure baseline.
- SPP’s recent decision to increase the Planning Reserve Margin in winter months from 16% to 36% in the winter of 2026/27 is an additional point supporting block elimination. The winter margin is expected to increase again to 38% later this decade.
- Based on the results of our Cost of Service Studies that accompany each rate action, over the last 3 general rate increases the gap between the blocks has narrowed considerably.
  - **Since we no longer have excess capacity, there are no economies of scale for high users.**
  - **Difference between the first and last winter block (in cents per kWh):**

	110	115	230	231
2021 Rates	3.360	4.330	2.650	2.350
2025 Rates	0.810	2.390	1.210	1.360

- **As a result, the significant bill impacts in the 2021 analysis are no longer a factor, and the rate concept of “gradualism” has been achieved by the recent rate actions**

# BILL IMPACT OVERVIEW



- Highest usage customers experience bill increases, low and average usage customers see bill decreases
- Residential
  - **66% of customers see a bill decrease**
  - **89% of customers see a bill change that is within 1% of their current bill**
  - **95% of customers see a bill change that is within 3% of their current bill**
  - **Only 1,500 customers (0.4% of total residential customer base) see a bill increase over 5%**
- Commercial
  - **89% of customers see a bill decrease**
  - **32% of customers see a bill change that is within 1% of their current bill**
  - **Only 400 customers (0.8% of total commercial customer base) see a bill increase over 5%**



# BILL IMPACT ANALYSIS – RESIDENTIAL



66.6% of Customers are Benefitters

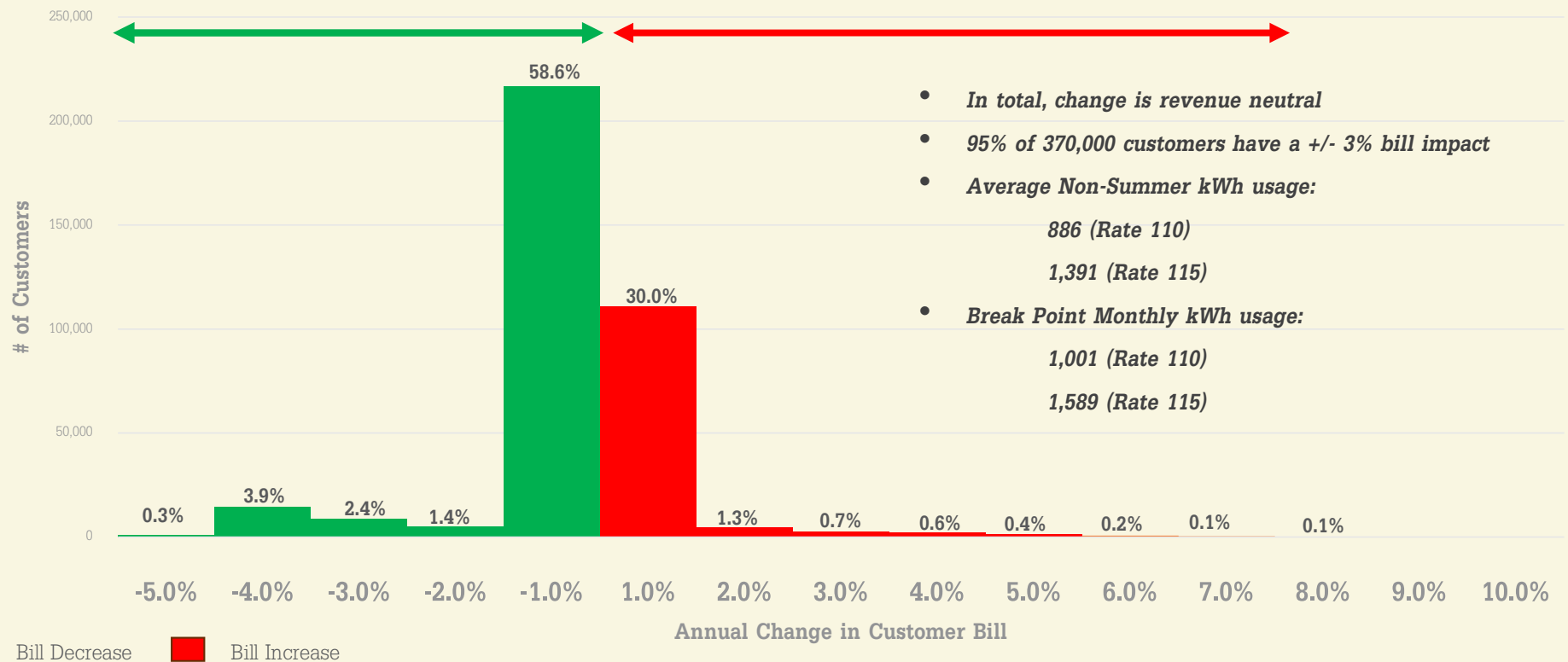
Median Annual Bill Impact: -\$2.72 (-0.2%)

Max Impact: -4.8%

33.4% of Customers are Non-Benefitters

Median Annual Bill Impact: \$4.19 (0.3%)

Max Impact: 9.6%



# BILL IMPACT ANALYSIS – COMMERCIAL



88.3% of Customers are Benefitters

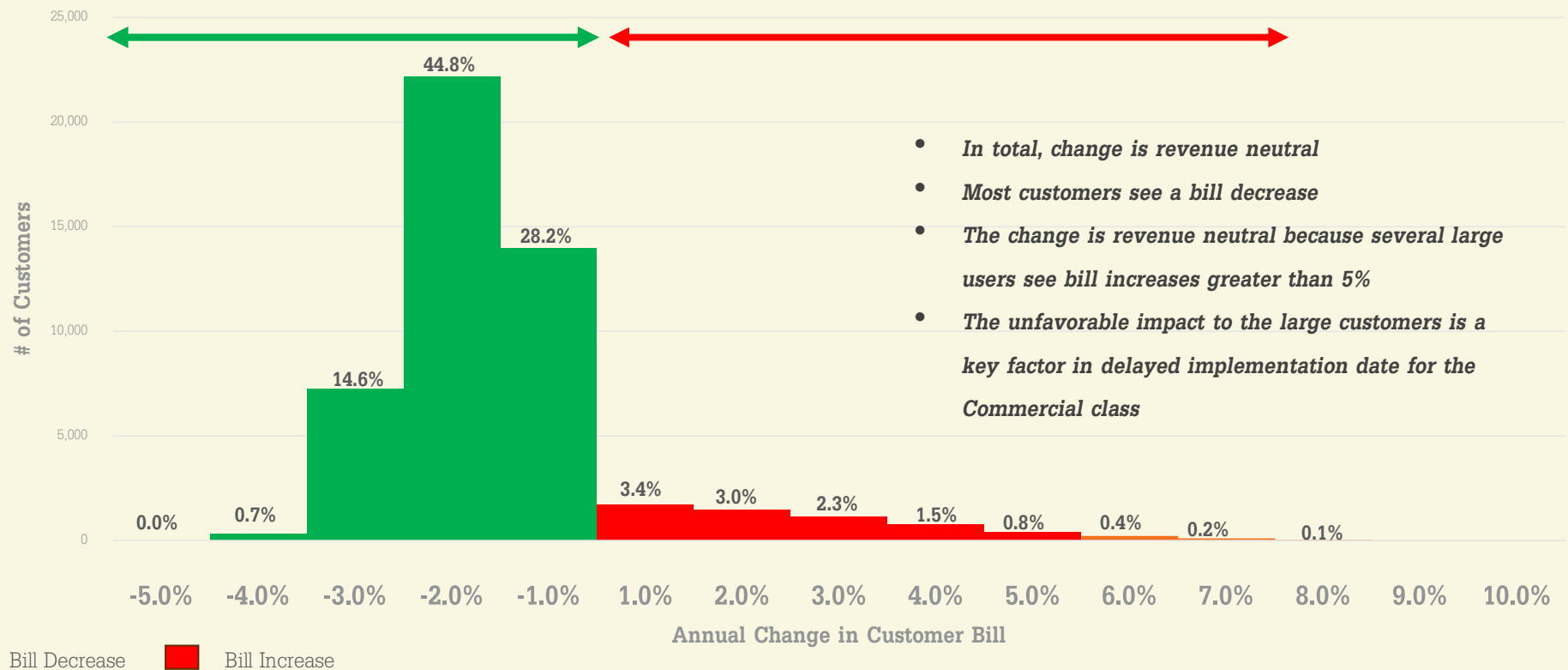
Median Annual Bill Impact: -\$95.44 (-1.3%)

Max Impact: -3.2%

11.7% of Customers are Non-Benefitters

Median Annual Bill Impact: \$684.11 (2.1%)

Max Impact: 11.4%



# HIGH IMPACT (>5% INCREASE) PROFILES



- Residential → 1,500 customers (0.4% of total residential customer base)
  - **High Usage: non-summer months usage 6.0x the average residential customer (5,300 kWh)**
  - **Heat Pump: all are Rate 115 customers**
  - **Larger Residences: average square footage for this group is 3,800 (vs 2,100 for all residential )**
  - **Mostly rural – 50% fall in Director Hudson's and 30% in Director Core's territory.**
  - **Higher Incomes: 67% have household incomes more than \$100,000 (vs 35% for all residential)**
    - Only 40 customers are identified in the vulnerable group (more discussion on this segment in the ensuing slides)
- Commercial → 400 customers (0.8% of total commercial customer base)
  - **No common themes in terms of type of business**
  - **Annual Bills Range from \$2,000 to \$2,500,000**
  - **Median Bill size is \$11,188**

# VULNERABLE CUSTOMER IMPACTS



- Vulnerable customer definition:
  - **Less than 200% of Federal Poverty Level based on household size OR**
  - **LIHEAP eligible**
  - **Approximately 70,000 customers**
- Relative to the entire Residential class, the vulnerable customer group experiences slightly more favorable / less harmful bill impacts with DBR elimination.
  - **Like the entire class, most (91%) experience a bill change that is +/- 1% of current bill**
  - **Less than 300 customers (0.4%) experience a bill increase over 3%**
  - **1,600 customers (4.3%) see a bill decrease greater than 3%**

# BILL IMPACT ANALYSIS – VULNERABLE



70.1% of Customers are Benefitters

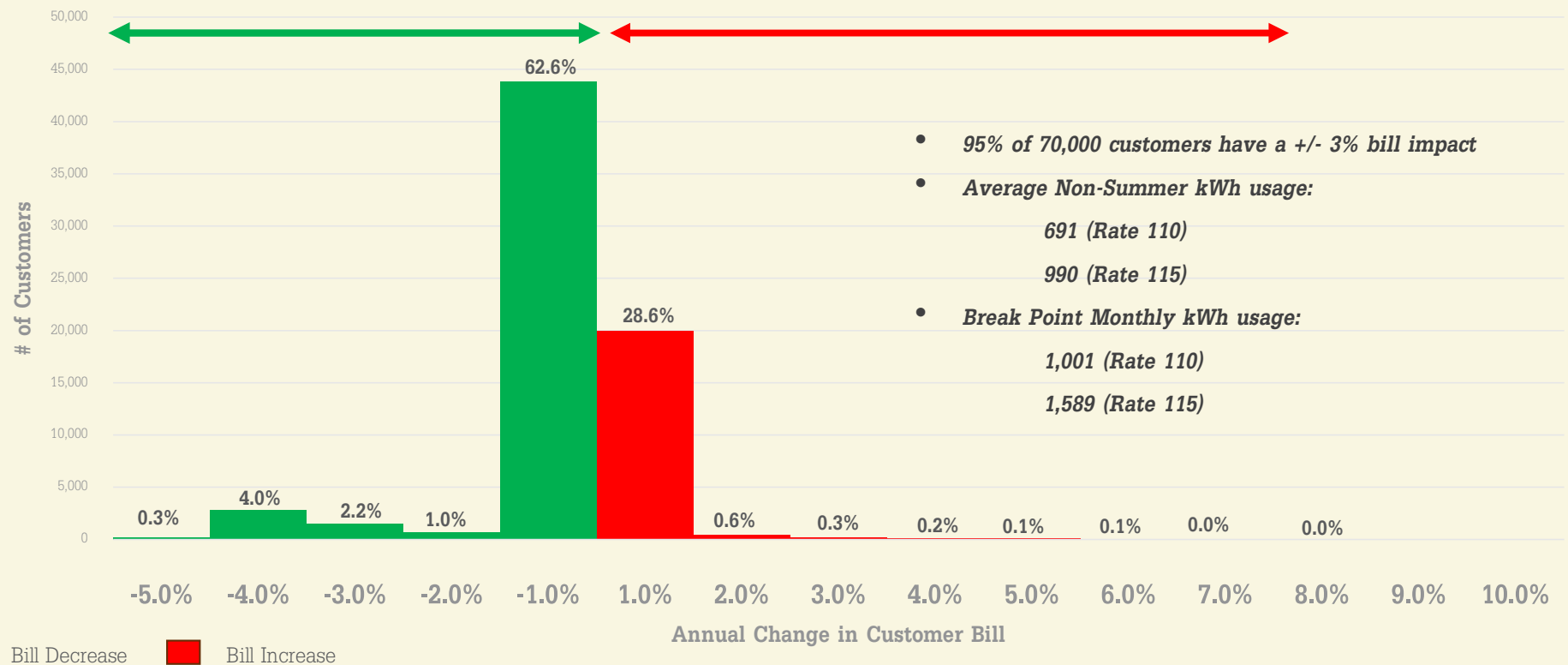
Median Annual Bill Impact: -\$2.75 (-0.3%)

Max Impact: -4.5%

29.9% of Customers are Non-Benefitters

Median Annual Bill Impact: \$3.67 (0.3%)

Max Impact: 8.5%



# CUSTOMER ASSISTANCE SOLUTIONS



- Energy Assistance Program (EAP)
- Low Income Home Energy Assistance Program (LIHEAP)
- Customer Assistance Program Pilot
- Pay Plan
- Gift of Energy
- Payment Installment Program
- Level Payment Plan

**Addresses Bill  
Payment Options**

- Energy Efficiency Assistance Program (EEAP)

**Addresses Energy  
Usage**

In addition to these current programs, several program enhancements and new products will be evaluated over the next several years as part of Low Moderate Income Customer Engagement in the Resource Adequacy initiative.



# **ENERGY MANAGEMENT CREDIT ELIMINATION**

# ENERGY MANAGEMENT CREDIT



- Brattle also recommends eliminating the Energy Management Credit (EMC)
  - **This change will also necessitate lowering the minimum bill amount**
- Rates 110 and 115 currently have an EMC: *“A credit of \$2.07 per month will be applied to summer monthly kWh consumption of more than 100 kWh and less than 401 kWh.”*
  - **Credit has been in place since at least 1991**
  - **Raised from \$2.00 to \$2.07 effective January 2004; unchanged since then**
  - **No information available on how the \$2.07 credit amount was calculated, no cost of service justification**
- EMC credits are approximately \$310,000 annually (0.07% of \$477MM residential revenue)
  - **70,000 customers / 19% of total received at least 1 credit**



# EMC CUSTOMER PROFILES



- EMC recipients primarily reside in apartments
  - **1 Credit: 70% apartments**
  - **2 Credits: 80% apartments**
  - **3 Credits: 85% apartments**
  - **4 Credits: 90% apartments**
  - **Any Credit: 80% apartments**
- **But** only 40% of apartments receive at least 1 credit
- Cabins represent 1% of the credits
- Vulnerable customer are slightly more impacted
  - **28% of credits are issued to vulnerable customer population (vulnerable group represents 19% of all customers in our data set)**
  - **Reminder – net impact of DBR and EMC elimination is still less than 1% for these customers**

# **➤ TIMELINE & CUSTOMER OUTREACH**

# RATE ACTION TIMING



- May 13 – Board All Committee Presentation
- May 13 – Open Comment period starts
- June 15 – Open comment period ends
- June 17 – All Committee Meeting report out on open comment period
- June 19 – Board of Directors Meeting
  - **Board Vote**
- October 1
  - **Residential declining block elimination takes place**
- January 1
  - **Commercial declining block elimination takes place**

# DECLINING BLOCK REMOVAL CUSTOMER OUTREACH



May 1      June 1      July 1      Aug. 1      Sept. 1      Oct. 1      Nov. 1      Dec. 1      Jan. 1



June 17-19

## For all proposed rate actions:

- Social + Press release\*
- OPPD.com
- OPPD Community Connect

## For declining blocks proposed action:

- Initial outreach to business customers with larger potential impact

## For all proposed rate actions:

Press release\* +  
Board vote on  
rate actions

## For all proposed rate actions:

Social posts:  
Reminder about  
30-day comment  
period

## For declining blocks proposed rate action:

Upon board vote in favor, specific  
communications to

- Small/Medium/Large business customers
- Residential customers with larger potential impact
- Includes email, direct mail, phone calls

Upon board vote in  
favor, **residential** rates  
effective for declining  
block rates + EMCs

Upon board  
vote in favor,  
**commercial**  
rates are in effect  
for declining  
block rates

## COLOR KEY

- 155 Days Out
- 120 Days Out
- 90 Days Out
- Res. Rates in effect



## Reporting Item

May 13, 2025

### ITEM

Rate Design Update: Declining Blocks Removal

### PURPOSE

Eliminate the declining block rate structure on rate schedules 110 Residential Service, 115 Residential Conservation Service, 230 General Service – Non-Demand, and 231 General Service – Small Demand.

Eliminate the Energy Management Credit on rate schedules 110 Residential Service and 115 Residential Conservation Service.

The Residential declining block rate and Energy Management Credit actions are proposed to take effect October 1, 2025, which marks the beginning of the next non-summer month period.

The General Service declining block rate action is proposed to take effect January 1, 2026.

### FACTS

- a. OPPD has had a longstanding declining block rate (DBR's) for the energy component of the Residential and Commercial rate class structures. Summer DBR's were eliminated in most rates in 2008; Management is proposing to eliminate all remaining summer and non-summer DBR's in the District's rate schedules and replace them with a single energy rate for all levels of usage.
- b. The primary business objective of eliminating DBR's is to send price signals to customers that better align with costs incurred to provide service. DBR's are also inconsistent with time varying pricing structures that will be enabled by smart meters; removing them now adheres to the rate principle of gradualism prior to a more significant restructuring of rates over the next 5 years.
- c. In the current market environment, high energy prices are as likely to occur in the winter months as they are in the summer months. Additionally, upcoming changes to the Planning Reserve Margin in the Southwest Power Pool are removing much of the distinction between the summer and winter months for capacity planning.
- d. The DBR elimination will be revenue neutral to the Company, meaning the impacted rate classes will, in total, pay the same amount toward the cost of service as would

OTHERWISE BE THE CASE. Individual customers within each class will see bill changes depending on their usage characteristics.

- e. The Energy Management Credit (EMC) is a \$2.07 bill credit issued to Residential Customers who use between 100 and 400 kilowatt-hours in the summer months. In 2024 the District issued credits totaling approximately \$310,000 to 70,000 customers.
- f. The EMC credit amount has not been updated since 2004.
- g. The primary business objective of eliminating the EMC is to remove a bill component that does not have a cost-of-service justification from the Service Regulations & Schedules.
- h. Because the EMC elimination is recommended to take place effective October 1, 2025, Residential customers will still be eligible for the credit this summer.
- i. The Board of Directors' rate consultant, The Brattle Group, has reviewed the proposed changes and has issued an opinion stating they are fair, reasonable, and non-discriminatory.
- j. The 2025 mid-year revisions to Service Regulations & Schedules will be presented during the May 13, 2025 All Committee Board of Directors' Meeting.
- k. The 2025 mid-year revisions to Service Regulations & Schedules will be presented to the Board of Directors for approval during the June 19, 2025, board meeting.

RECOMMENDED:

DocuSigned by:  
*Bradley R. Underwood*  
D76A6627FE154F8...

Bradley R. Underwood  
Vice President and Chief Financial Officer

APPROVED FOR REPORTING TO BOARD:

Signed by:  
*L. Javier Fernandez*  
AC399FDCE56247E

L. Javier Fernandez  
President and Chief Executive Officer

Attachment:

Service Regulations and Schedule  
The Brattle Group Opinion Letter



# Service Regulations & Schedules

*your  
energy  
partner*  
**OPPD**  
Omaha Public Power District



## TABLE OF CONTENTS – SERVICE REGULATIONS

### INTRODUCTION AND DEFINITIONS

Introduction	5
Statutory Authority	5
Using this Document	6
Understanding Billing Components	6
Table of OPPD Rate Schedules and Applicable Rider Schedules	7
Definitions	8

### STARTING SERVICE

Application for Service	12
Account Security	12
Application for Rate Schedules	12

### SERVICE CONTRACT

Unlawful Use of Service	13
Refusal of Service	13

### CONDITIONS OF SERVICE

Easements and Right of Way	14
Tree Trimming	14
OPPD and Customer Roles and Responsibilities	14
Redundant Service	15
Power Factor Equipment	15
Electrical Problems Caused by the Customer	15
OPPD Responsibility	15
Charge for Service	16
Charge for Re-Establishing Service	16
Transfer of Service	16

### RESALE, REDISTRIBUTION, OR EXTENSION OF ELECTRIC SERVICE

### TRANSFER OF DEMAND

### COMBINED RESIDENTIAL AND GENERAL SERVICE

### EXCEPTIONS TO “ALL SERVICE” REQUIREMENTS

### DISTRIBUTED ENERGY RESOURCE (DER) / DISTRIBUTED GENERATION (DG)

### METERING

Separate Billing for Each Meter	18
Master Metering	19
Totalization of Meters	19
Unmetered Service	20

### BILLING

Billing and Meter Reading	20
Taxes	20
Billing Terms and Conditions	20
Customer Disconnect and Reconnect within a 12-Month Period	21
Owner/Landlord Responsibilities	21
Billing and Payment Options	21
Determination of Billing Non-Demand or Demand	22
Billing Adjustments	22



## RATE AND RIDER SCHEDULES

### RESIDENTIAL RATE SCHEDULES

110	Standard Residential Service	24
115	Residential Conservation Service	25

### SMALL GENERAL SERVICE RATE SCHEDULES

226	Irrigation Service	27
230	General Service Non-Demand	29
231	General Service – Small Demand	30

### LARGE GENERAL SERVICE RATE SCHEDULES

232	General Service – Large Demand	32
245	Large Power – Contract	34
250	Large Power	36

### VERY LARGE GENERAL SERVICE RATE SCHEDULES

261M	Large Power – High-Voltage Transmission Level – Market Energy	38
------	--	----

### LIGHTING AND MUNICIPAL SERVICE RATE SCHEDULES

236	Dusk-to-Dawn Lighting	41
350	Municipal Service – Street Lighting	43
351	Municipal Service – Traffic Signals and Signs	51
357	Municipal Service	52

### OFFUTT WAPA RIDER SCHEDULES

230M	General Service Non-Demand Rider	54
231M	General Service Demand Rider	56

### RIDER SCHEDULES

355	Electric Energy Purchased from Cogenerating and Small Power Producing Facilities	59
461	Fuel and Purchased Power Adjustment	60
462	Primary Service Discount	62
464	Standby Service	63
467 & 467H	General Service/Large General Service – Curtailable Rider	68
467E & 467V	General Service – Emergency/Voluntary Curtailable Rider	72
467L	General Service – Curtailable Rider – Leased Capacity Option	74
469 & 469S	General Service – Time-Of-Use Rider	77
470	General – Customer Service Charges	79
483	Net Metering Service Rider	82
484	Supplemental Distribution Capacity Rider	84
500	Community Solar	86



# OVERVIEW

## INTRODUCTION AND DEFINITIONS

### Introduction

Omaha Public Power District (OPPD) proudly provides affordable, reliable and environmentally sensitive energy services to Customers across a 13 county, 5,000 square mile service territory. Formed in 1946, OPPD is a public power utility and is governed by a publicly elected Board of Directors. The costs of providing service determines the Rates and Riders in this document.

These Service Regulations will guide both you and OPPD throughout your experience as a Customer, including the requirements of both OPPD to deliver and you to receive Electric Service. The OPPD Board of Directors has officially adopted these Service Regulations, and they may be revised, amended, superseded, or repealed at any time by the Board. Where applicable within these Service Regulations, reference will be made to additional OPPD documentation that provides more detailed requirements.

As a public power district in the State of Nebraska, OPPD has a defined Service Area and operates under applicable state laws, including the following:

### Statutory Authority

Section 70-655, Revised Statutes of Nebraska, as amended, states that the Board of Directors of the Omaha Public Power District shall have the power and be required to fix, establish, and collect adequate rates, tolls, rents, and other charges for electrical energy and for any and all other commodities supplied by OPPD, which rates, tolls, rents, and charges shall be fair, reasonable, nondiscriminatory, and so adjusted as in a fair and equitable manner to confer upon and distribute among the users and Customers of commodities and services furnished or sold by OPPD for the benefits of successful and profitable operation and conduct of OPPD's business.

Section 70-1017, Reissue Revised Statutes of Nebraska, 1943, as amended, states any supplier of electricity at retail shall furnish service, upon application, to any applicant within the Service Area of such supplier if it is economically feasible to service and supply the applicant. This "obligation to serve" requires OPPD to make substantial investments in generation, transmission, distribution, and other property, facilities, and equipment, and the economic feasibility of such investments are based on the principle that the rates and other charges for Customers requesting such service will recover the cost of such investments and confer on OPPD and its customers the "benefits of a successful and profitable operation and conduct" of OPPD's business, as provided in Section 70-655. This "obligation to serve" also means that the Customer has an obligation to purchase and pay for service from OPPD, during the operation of the Customer's facilities within OPPD's service territory, so that OPPD may recover the cost of the investments made to provide Electric Service.

## Using This Document

Customers have differing Electric Service requirements based on their usage. OPPD has several rate offerings varying in structure, price, and complexity available to Customers to meet their needs. This document provides the specific Board of Directors approved language for each of these Rates, Service Regulations, and Riders. Please note that capitalized terms used in the Service Regulations are defined in the Definitions section.

To make it easier to find information within this document, the three main sections of this document are described below.

- **SERVICE REGULATIONS**  
This section informs the Customer of rules and regulations required to receive Electric Service from OPPD.
- **RATE SCHEDULES**  
This section outlines the available rates that Customers may select for receiving service from OPPD based on their usage characteristics and equipment requirements. These Rate Schedules include the billing components that describe the rates, fees, and/or charges for Electric service received from OPPD. All Customers must be covered by one of these Rate Schedules per Point of Delivery.
- **RIDER SCHEDULES**  
This section outlines all Rider Schedules applicable to Customers who receive service on an OPPD Rate Schedule. Riders can be elective or required based on Customer's Electric Service requirements and usage characteristics. Riders are additional fees, credits, or other charges where applicable to Customers based on the outlined criterion.

## Understanding Billing Components

While there are multiple billing components, most rates have three primary billing components: Monthly Service Charge, Energy Charge, and Demand Charge. These components reflect the type of Electric Service provided to the Customer and are used to calculate a total electric bill. Not all rates have all three of these components and some rates have additional components based on their particular structure.

- **MONTHLY SERVICE CHARGE**  
This charge is a fixed amount required for a Customer to receive Electric Service. This amount does not vary with the amount of energy used. As an example, the Monthly Service Charge includes items such as Customer service, metering, and the infrastructure that connects a Customer to the electric grid.
- **ENERGY CHARGE**  
This charge varies based on the total amount of energy, measured in kilowatt-hours (kWh), used by a Customer over a particular time interval. As an example, this pays for items such as the fuel required to produce electricity and renewable energy purchases.
- **DEMAND CHARGE**  
This charge is based on the highest amount of power, measured in kilowatts (kW), required by a Customer at any particular moment in time. This charge covers costs to maintain infrastructure, such as power plants and transmission lines, whose sizing must meet all of OPPD's Customers' maximum usage year-round. For rates without Demand Charges, the Energy Charge covers these costs.

Table of OPPD Rate Schedules and Applicable Rider Schedules

Customer Categories	Rate Schedules (subject to applicability)		Billing Components				Rider Schedules (subject to applicability, requirements, or other charges)
			Service Charge	Energy Charge	Demand Charge	Other	
Residential Service	110	Residential Service	●	●			355, 461, 483, 500
	115	Residential Conservation Service	●	●			355, 461, 483, 500
Small General Service (Less Than 1,000 kW)	226	Irrigation Service		●		●	355, 461, 483
	230	General Service Non-Demand	●	●			355, 461, 483, 500
	231	General Service – Small Demand	●	●	●		355, 461, 462, 464, 467 (E, H, L, V), 469, 469S, 483, 500
Large General Service (More than 1,000 kW)	232	General Service – Large Demand	●	●	●		355, 461, 462, 464, 467 (E, H, L, V), 469, 483, 484, 500
	245	Large Power – Contract	●	●	●		355, 461, 464, 467 (E, H, L, V), 469, 483, 484, 500
	250	Large Power	●	●	●		355, 461, 464, 467 (E, H, L, V), 469, 483, 484, 500
Very Large General Service (Transmission Interconnected)	261M	Large Power – High Voltage Transmission Level market Energy	●	●	●	●	355, 464, 467 (E, H, L, V), 483, 500
Lighting Service	236	Private Outdoor Lighting				●	461
	350	Municipal Service – Street Lighting				●	461
	351	Municipal Service – Traffic Signals and signs		●		●	461
Municipal Service	357	Municipal Service	●	●	●		355, 461, 484

Other relates to specific charges related to specific applications such as irrigation and lighting.

## 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 recognized by the United States government.
NERC Holidays	North American Electric Reliability Corporation (NERC) defined holidays which 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-Phase 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, in accordance with an interconnection agreement, behind a Customer's service Meter located on the Customer's Premise with an aggregate nameplate capacity of 100 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-Phase 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.





# SERVICE REGULATIONS

## STARTING SERVICE

### Application for Service

An applicant may make a written, verbal, or electronic application to OPPD for service(s) and will be required to provide the following information:

- Social security number, or
- Federal tax identification number

If the social security or federal tax identification numbers are unavailable, a birthdate in combination with verifiable, government-issued identification can be used.

OPPD may require proof of occupancy before application of service; additionally, the Customer may be required to pay a billed or unbilled debt, identified by OPPD as the applicant's responsibility, before the establishment of service.

OPPD relies upon the fact that the applicant is authorized to make the application, is acting in good faith, and is providing valid and accurate information. An applicant who fails to comply with this section may be denied service.

Upon application for service at a Premises, the Customer will be charged an activation fee. This fee will be included in the next monthly bill.

### Account Security

OPPD may require the Customer to maintain a cash deposit or other form of account security acceptable to OPPD that is deemed adequate by OPPD to secure payment of an account or accounts for Electric Service and related services.

### Application for Rate Schedules

When a Customer applies for service, they must indicate the Rate Schedule for which they are applying. A Customer must remain on the same OPPD Rate Schedule for a minimum of twelve (12) consecutive months before service can be received under another OPPD Rate Schedule at a specific Premises. After the twelve (12) consecutive months, the Rate Schedule will remain in effect until the Customer requests service under another Rate Schedule. If the Customer notifies OPPD of a change in their appliances, equipment, or usage, which would permit the application of another Rate Schedule, the Rate Schedule under which service is currently supplied may be changed within the twelve (12) months to meet the Customer's modified conditions.

If a Customer is eligible to take Electric Service from OPPD under one or more applicable Rate Schedules, the Customer is responsible for the selection of their Rate Schedule, and it will not be applied retroactively. Any new Rate Schedule will become effective after the next Meter reading cycle.

OPPD will furnish a Customer, at their request and without charge, all reasonable information and assistance in choosing the most advantageous Rate Schedule. The Customer may opt for a new Rate Schedule, contingent upon OPPD approval, if significant changes in the Customer's Load conditions or equipment occur.

The following Rate and Rider Schedules are subject to the Customer's selection:

- Rate Schedules Nos. 115, 231, 232, 245, 250, and 261M
- Rider Schedules Nos. 355, 469, 469S, 483, 484, and 500

The service supplied under the Rate Schedules is made subject to the provisions and specifications contained in the Service Regulations.

These Service Regulations shall apply to all services supplied by OPPD.

### SERVICE CONTRACT

OPPD will supply Electric Service to a Customer under the terms and conditions of the applicable Rate Schedule(s) and Service Regulations. OPPD, at its discretion, may also require an individual service contract for a Customer's Electric Service. By accepting Electric Service from OPPD, the Customer agrees to comply with OPPD's Rate Schedule(s) and Service Regulations.

#### Unlawful Use of Service

For diversion of service as defined in Nebraska statutes, OPPD may pursue any or all civil or criminal statutory or common law remedies.

Tampering with, bypassing, altering, damaging, misusing or interfering with OPPD's Meter installation or its proper functioning will result in disconnection of service and prosecution under applicable laws. The Customer, at the applicable rate, will be liable for energy not recorded on the Meter, plus all expenses incurred by OPPD as a result of the unauthorized act(s).

#### Refusal of Service

OPPD may decline to service an applicant or Customer and disconnect services in certain situations such as:

- Failure to comply with these Service Regulations and/or with any applicable governmental regulations
- Installation is known to be hazardous or of such character that satisfactory service cannot be provided
- Refusal to meet account security requirements
- Presented fraudulent documentation or information to establish an account
- OPPD has discovered Meter tampering, theft or diversion of service
- The applicant has applied for service at a Premises where the previous Customer received service and is indebted to OPPD and:
  - The new application for service is made to assist the previous Customer evading or avoiding payment for the indebtedness or
  - The previous Customer no longer occupies the Premises, but the applicant is found to have occupied the Premises and benefitted from service prior to the date of application and has refused to pay charges incurred during such occupancy

## CONDITIONS OF SERVICE

### Easements and Right Of Way

Customer, without expense to OPPD, will make or procure the necessary easements, satisfactory to OPPD, for OPPD's lines, routes or extensions and all the equipment required to provide service to the Customer.

### Tree Trimming

Customers shall permit OPPD to remove or trim trees and other vegetation, including the removal of limbs, to the extent that trimming is reasonably necessary to prevent interference with OPPD's transmission and distribution power lines and other electric equipment or to protect the safety of the Customer, the general public, or OPPD's property. Any trimming of trees and vegetation on the Customer's Premises that interfere with OPPD's Service Wires shall be the responsibility of the Customer and enforceable by OPPD as provided by law.

### OPPD and Customer Roles and Responsibilities

OPPD will designate a point on the Customer's Premises where service will be delivered. Customer will provide and maintain adequate support and protection for attachment of OPPD's overhead or underground Service Wires on their Premises and will be responsible for any damages caused by the failure of or defect in such support or protection.

The Customer shall furnish if requested, suitable space on the Customer's Premises for OPPD's transformer equipment, as well as switching and capacitor equipment.

OPPD will furnish metering equipment required to measure the service supplied and will keep said equipment accurate within reasonable limits. The Customer will provide, without cost to OPPD, adequate space in a suitable location for OPPD's metering equipment.

Customer will secure all necessary permits for wiring on the Customer's Premises, will install such wiring in compliance with the National Electrical Code and all applicable laws, regulations, and ordinances, and will pay all inspection fees. OPPD will not be responsible for inspection of wiring on the Customer's Premises but reserves the right to require inspection before connecting service. OPPD may postpone the actual construction of its facilities to a Customer until Customer's wiring has been approved by the proper inspection authorities, has met OPPD's requirements, and is ready for connection to OPPD's system.

Unless otherwise agreed in writing, OPPD will retain title to all property installed or supplied by OPPD on a Customer's Premises and said property may be removed by OPPD at any time. The Customer will safeguard and provide adequate protection for OPPD's property (including poles, transformers and metering equipment) located on Customer's Premises and will maintain clear and safe access at all reasonable times. The Customer must keep the area around OPPD's equipment free of obstacles to facilitate OPPD operations and maintenance. This cleared area is to extend at least three (3) feet from each piece of equipment unless otherwise noted on the individual component.

#### Redundant Service

Customers taking Electric Service under any of OPPD's Rate Schedules will not receive redundant Electric Service at the Point of Delivery unless they are applicable and choose to take service under Rider Schedule No. 484 – Supplemental Distribution Capacity Rider.

#### Power Factor Equipment

OPPD reserves the right to measure the Customer's Power Factor. If the resulting measurement is less than the ratio specified in the Customer's applicable Rate Schedule, OPPD may require the Customer to provide facilities for OPPD to install kilovolt ampere metering. OPPD may increase the Customer's kilowatt Demand for billing purposes under the Customer's applicable Rate Schedule.

Customers with equipment or facilities having inherently low Power Factor characteristics should consider installing additional equipment to improve the Power Factor to avoid an increase in their bills and minimize losses on their electrical system.

#### Electrical Problems Caused by the Customer

The electricity usage or equipment operations of any Customer shall not cause electrical disturbances or problems for other Customers. Disturbances or problems include but are not limited to: steady-state voltage excursions beyond recognized limits (the latest revision of ANSI C84.1), transient disturbances, magnetic field interference, stray current/voltage, radio frequency interference, and Customer-Generated harmonics exceeding recognized limits (the latest revision of IEEE 519). It is the Customer's responsibility to take corrective action to comply with all applicable standards or pay the costs incurred by OPPD to take appropriate corrective action as a result of an electrical disturbance or problem. Failure, inability or refusal to remedy or rectify OPPD's concerns to conform to such limits, within a commercially reasonable amount of time, may result in disconnection of service.

#### OPPD Responsibility

OPPD will supply Electric Service consistent with prudent utility practice and will endeavor to provide, but does not guarantee, uninterrupted service and is not responsible for any loss or damages sustained by a Customer as a result of outages on the system, including but not limited to service disruptions that are caused, contributed to, or exacerbated by:

- Weather
- Repairs or maintenance
- Alterations
- Unavailability of supply
- Conditions of Customer's Premises are dangerous to persons, property, or service to others
- Nonpayment by the Customer for amounts due
- Customer's failure to provide means of access for obtaining regularly scheduled readings of the Meter or for testing OPPD's equipment
- Customer's failure to protect OPPD's equipment from theft, abuse, or vandalism
- OPPD's actions to prevent fraud or abuse of OPPD property
- Outages caused by third parties or animal interference

Customer waives claim for, and hereby releases and discharges OPPD from claims for, and shall indemnify and save harmless OPPD from, any and all loss and damage arising from an interruption of service, including loss or damage caused by the negligence of OPPD. Customer further waives claim for, and hereby releases and discharges OPPD from claims for, and shall indemnify and save harmless OPPD from, any and all loss and damage arising from or on account of injury to persons (including death), or damage to property on the Premises of a Customer or under a Customer's control, unless such loss, damage, or injury is the natural, probable and reasonably foreseeable consequence of OPPD's negligence, and such negligence is the sole and proximate cause thereof.

#### Charge for Service

When a Customer applies for service which necessitates an extension of OPPD's electric facilities to serve the Customer, OPPD reserves the right to collect from the Customer, in advance, part or all of the cost of such extension when:

- The anticipated revenue to OPPD is not in proportion with the cost of such extension
- The extension is required because of abnormal operating characteristics of the equipment to be operated by the Customer
- The extension is required for emergency or special services
- The extension is not the least cost means of providing such services

A charge will occur for each temporary overhead or underground single-phase service connection, consisting of Service Wires and a Meter. When more than Service Wires and a Meter are required, the Customer will pay for the work done by OPPD on a contract basis.

#### Charge for Re-Establishing Service

The charge for service and the reconnection charge required by OPPD's Service Regulations will not apply to the re-establishment of service after the destruction of the Customer's Premises resulting from explosion, fire, flood or storm. In such cases, the equivalent service will be re-established at the Customer's option at a temporary or permanent location. If the damaged Premises are repaired within a reasonable time, not to exceed two years, the charges defined will not apply when the Customer moves back to the Customer's original location.

#### Transfer of Service

Contracts or service with OPPD will not be assignable or transferable by the Customer without the written consent of OPPD.

### RESALE, REDISTRIBUTION, OR EXTENSION OF ELECTRIC SERVICE

The resale, redistribution or extension of Electric Service will not be allowed in OPPD's service territory except under conditions identified in these Service Regulations.

The redistribution of electricity by a Customer from electric vehicle charging, truck stop, campground, or other similar plug-in power equipment will not be considered the resale of electricity as long as the charge for the plug-in service is not sold on a metered kilowatt-hour or kilowatt basis. The Customer is not prohibited from recovering the cost of the electric vehicle charging equipment or plug-in power equipment and related infrastructure.

If the Customer is qualified to redistribute electricity to individual tenants, the Customer must ensure that the total electricity revenue recovered is no more than the total cost of electricity as billed by OPPD to the Customer.

This regulation does not apply to municipalities purchasing wholesale energy under power contracts.

### TRANSFER OF DEMAND

Historical actual Demand will remain in effect on accounts where a rate change has been executed. All aspects of the new rate will be applied using the historical actual Demand data.

Historical actual Demand will remain in effect on accounts where a name change has been requested, and the Customer's tax identification number remains the same.

### COMBINED RESIDENTIAL AND GENERAL SERVICE

A Customer in a single-family dwelling, parts of which are used for business purposes, may purchase service under a Residential Rate Schedule when the floor area of the part used for General Service purposes does not exceed 25% of the combined Residential and General Service floor area.

### EXCEPTIONS TO "ALL SERVICE" REQUIREMENTS

Customers with a Rate Schedule that requires one Meter for all the Customer's services may maintain separate Meters in the following situations:

- When a Customer is required by law to provide separate wiring circuits for emergency lighting service, sprinklers or alarm systems, and this separate service cannot feasibly be metered with the remainder of the Customer's service
- When a Customer operates X-ray, welder or other equipment producing abnormal voltage fluctuations or other power quality issues, OPPD may require metering that equipment separately.
- When a Customer occupies two (2) or more spaces within the same building, where these spaces are separated by firewalls or intervening spaces, or are on different floors, and are not interconnected by private doors, passages, or stairways, separate Meters, as allowed by law, may be used for each space.

In each of the above cases, the separately metered special service shall be billed under an applicable Rate Schedule.

### DISTRIBUTED ENERGY RESOURCE (DER) / DISTRIBUTED GENERATION (DG)

To ensure the safety of OPPD personnel and the public, and to protect the service of other Customers, a Customer who operates their own electric generating equipment and/or Energy Storage system is required to comply with all OPPD safety, metering, interconnection, and operation requirements. No connection will be made between generation and/or Energy Storage equipment and the service lines of OPPD without specific inspection and approval by OPPD. Any unapproved installation shall be grounds for immediate disconnection of OPPD's service.

OPPD will make its requirements for DER/DG compliance available upon request. OPPD requirements for compliant DER/DG interconnections are subject to change by OPPD.

Energy Storage systems can be applied and utilized by a Customer in a variety of ways. Depending upon how Energy Storage systems are installed and operated by a Customer, OPPD may interpret and consider Customer Energy Storage systems to be equivalent to generating units, or equivalent to other OPPD regulated equipment or activities, for all purposes in the application of OPPD Service Regulations. OPPD will also consider the operation of Energy Storage and the originating source of energy stored in determining Customer eligibility (or ineligibility) to participate in various OPPD rate programs.

Unless otherwise specified in the applicable Rate Schedule, the Customer will provide or reimburse OPPD for necessary grid or service modifications for the interconnection of generation or Energy Storage.

A Customer's failure to notify OPPD of the operations of units within the Customer's facility that meet the conditions of Rider Schedule No. 464 will result in:

- Application of the Excess Demand Charge as specified in Rider Schedule No. 464 to the combined nameplate rating of the units and,
- Retroactive billing of the Excess Demand Charge for the entire period such units were in operation.

### METERING

Metering equipment must be located on the exterior of new and rewired construction. OPPD may grant exceptions under certain circumstances.

#### Separate Billing for Each Meter

When a Customer requests OPPD to supply service to their Premises at more than one Point of Delivery, the service measured by the Meter at each Point of Delivery will be considered a separate service, and Meter readings will not be combined for billing purposes.

When it is impractical, uneconomical, or undesirable to a Customer to accept the standard OPPD single Point of Delivery service, then at the option of OPPD, multiple service(s) may be allowed. The Customer is required to compensate OPPD for the additional construction cost.



## Master Metering

Master metering is one Meter that measures consumption to more than one Premise and meets each of the following criteria:

- The Customer is responsible for the installation and maintenance of all distribution equipment required to serve the facility on the Customer's side of the master Meter
- Premises must be owned by the same person or entity. If commercial or industrial, the business must operate as one integral unit under the same name
- Services must be "single building" or "adjacent buildings"
- Service must feed all buildings at the same voltage

A "single building," as used in this regulation, refers to a freestanding facility. Buildings that are connected by a walkway that includes space used for offices or other retail service facilities are considered a single building. Buildings connected by walkways for pedestrian traffic only are not considered part of a single building.

"Adjacent buildings," as used in this regulation, includes directly adjoining buildings or buildings directly across a street, alley or other public way, but does not include buildings separated from the Customer's places of business by intervening structures. The adjacent buildings must be used to carry on parts of the same commercial or industrial business, and the business must operate as one integral unit under the same name. All such service is to be used by the Customer and served through one Meter.

The Customer will also be billed on the appropriate General Service Rate Schedule.

## Totalization of Meters

For Commercial and Industrial Customers who have multiple electrical Points of Delivery serving the Customer's facility, a Meter will be installed at each Point of Delivery. Totalizing across Meters to a Customer's facility to calculate the Customer's service costs will be allowed if the Customer's service design meets the following criteria:

- Customers requesting the totalizing of their Loads at multiple Points of Delivery must have the same Federal Tax ID #
- Service must be three-phase
- Service must serve building(s) at the same voltage
- Service must be a single building, or buildings that are directly next to each other on the same side of the street, with no other structures between them.

"Totalized" metering, as used in this regulation, involves the interconnection of all Customer Point-of-Delivery Meters through wiring, electronic communication, or merging of Meter readings in software to effectively create one metering system and one combined Customer account for billing purposes. The resulting metering system would read consumption, simultaneous peak Demand, and other characteristics for all Points of Delivery as a combined whole.

Customers who totalize their Load will be required to pay for the installed costs of the second service. For additional information regarding the totalization of individual Meters, please contact OPPD's Customer Service Department.

### Unmetered Service

Unmetered service is supplied only under the Rate Schedules providing municipal service for street lighting, traffic signals and signs, and private outdoor lighting.

#### Exceptions:

- *Emergency Sirens:* At OPPD's discretion, unmetered service may be supplied to governmental agencies for emergency sirens. The Customer will be billed monthly for the minimum charge under the applicable General Service Rate Schedules.
- *Other:* At OPPD's discretion, where the installation of metering equipment is impractical or uneconomical, and with the agreement of the Customer, unmetered service may be provided to Customers with fixed, permanently installed Loads. The monthly bills will be computed based on estimated kilowatt-hour use.

## BILLING

### Billing and Meter Reading

OPPD will normally read the Customer's Meter monthly. Bills will be generated using the applicable Rate Schedule at approximately one-month intervals based on the actual or estimated Meter reading. For all Customer's, the monthly billing period will usually be between 25 and 35 days. First and final bills for a service location or bills with less than 25 days or greater than 35 days will be prorated to reflect the number of days in that billing period.

When OPPD does not read the Meter, OPPD will issue an estimated bill. The Customer may be contacted to arrange a time for OPPD to read their Meter if there have been three (3) consecutive months of estimated Meter readings. All Meters will be read at least once every twelve (12) months.

### Taxes

OPPD is required to collect and remit sales tax per applicable law. The total of all charges for service under the Rate Schedules will include applicable existing state and municipal taxes, any new or additional taxes, or increases in the rates of existing taxes.

### Billing Terms and Conditions

The Customer's bill payment must be received on or before the due date designated on the bill or a late payment charge will be assessed. The late payment charge will be calculated as 4% of the billing components and any applicable taxes. Failure to receive a bill does not entitle the Customer to have the late payment charge waived. If a Customer's account becomes delinquent, the Customer is subject to OPPD's disconnection of service process, based on Nebraska Revised Statute 70-1605 or its successor, and all applicable fees; outlined in Rate Schedule No. 470 – General – Customer Service Charges.

OPPD has the right to transfer any delinquent bill balance to any other Premises or OPPD account for which the Customer is or becomes responsible in any manner, or any other Premises or OPPD account at or from which the Customer receives Electric Service. If a balance due for service at any previous address of a Customer is not paid within 15 days after ending service at such address, the balance will become delinquent, and service at the current address covered by the account may be disconnected.

Service disconnected for delinquency will not be reconnected until all delinquent charges are paid or, at the discretion of OPPD, acceptable payment or account security arrangements are made.

#### Customer Disconnect and Reconnect at a given Premises within a 12-Month Period

In the event a Customer's service has been disconnected and has been reconnected within twelve (12) months of the service termination, the Customer will be charged the minimum monthly charge for the preceding twelve (12) months, or any part thereof.

#### Owner/Landlord Responsibilities

The Owner will be responsible for interim service at Premises when the Owner fails to disconnect utility service between tenancies. OPPD will bill the Owner for any unbilled usage. If the Owner wants the Electric Service disconnected automatically in the event an occupant or tenant terminates the Electric Service, the Owner must complete a Service Disconnection Form or a Landlord Contract Form and file it with OPPD.

#### Billing and Payment Options

*Payment Options:* Please see [OPPD.com](http://OPPD.com) for billing and payment options. OPPD will accept bank card payments for several Rate Schedules. OPPD will not accept bank card payments for Customers on General Service Rate Schedules other than No. 226 and 230.

*Level Payment:* OPPD's Level Payment Plan will be made available to Customers receiving service on Rate Schedules Nos. 110, 115, 230 and 231 who have an acceptable payment history with the OPPD. The Customer must comply with the conditions of the regular Rate Schedule and any applicable rate riders. Customers served under Rate Schedules Nos. 230 and 231 are required to be an OPPD Customer for at least one year to qualify.

OPPD does not pay interest on Level Payment Plan accounts with credit balances. For Customers on OPPD's Level Payment Plan, the Late Payment Charge will be calculated as 4% of the current month's level payment amount.

#### Determination of Billing Non-Demand or Demand

OPPD will utilize information provided by the Customer or obtained from the Customer's usage history or Meter to determine whether a Customer will be billed on a non-Demand or a Demand Rate Schedule. If Demand history is available for Customers moving from a non-Demand Rate Schedule to a Demand Rate Schedule, this Demand history will be used in determining the Customer's Billing Demand for future billing periods. If the Customer provides to OPPD, in writing, information that shows permanent changes in the type of electrical service required, at OPPD's discretion, the Customer may be moved to a non-Demand Rate Schedule for future billings.

#### Billing Adjustments

OPPD makes reasonable efforts to bill all utility accounts accurately. If errors occur, the error may result in over- or under-billing a Customer's account. Upon discovery of such an error, OPPD will begin the process of either billing the Customer for undercharges or crediting the Customer's account for overcharges, without interest. OPPD will back-bill a Customer or credit a Customer's account for no more than a four-year period.

OPPD will not adjust inaccurate Customer billing resulting from mislabeled Meter sockets or cross-wiring to a service within the building's electrical system. At OPPD's discretion, administrative costs associated with mislabeled Meter sockets or cross-wiring to a service may be charged to the Premises Owner.



## RATE SCHEDULES

## RATE SCHEDULE NO. 110

## Standard Residential Service

APPLICABILITY

This Rate Schedule is applicable to all Customers throughout OPPD's Service Area who meet the criteria to be a Residential Customer as defined in the Service Regulations.

Customers taking Electric Service as single-phase alternating current will be supplied at OPPD's standard voltages of 240 volts or less, for Residential uses, when All-Electric Service furnished under this Schedule is measured by one Meter unless otherwise specified in the Service Regulations. Not applicable to shared or resale service.

BILLING COMPONENTS

Monthly Service Charge: \$30.00 per month

Energy Charge:

<u>Energy Usage</u>	<u>Summer (June 1 – Sept. 30)</u>	<u>Non-Summer (Oct. 1 – May 31)</u>
<u>Per kWh</u>	<u>10.950 cents/kWh</u>	<u>8.921 cents/kWh</u>

Energy Charge:

<u>Energy Usage</u>	<u>Summer (June 1 – Sept. 30)</u>	<u>Non-Summer (Oct. 1 – May 31)</u>
<u>0 – 100 kWh</u>	<u>10.95 cents/kWh</u>	<u>9.55 cents/kWh</u>
<u>101 – 1,000 kWh</u>	<u>10.95 cents/kWh</u>	<u>8.85 cents/kWh</u>
<u>1,001+ kWh</u>	<u>10.95 cents/kWh</u>	<u>8.74 cents/kWh</u>

~~A credit of \$2.07 per month will be applied to summer monthly kWh consumption of more than 100 kWh and less than 401 kWh.~~

Rider Schedule No. 461 – Fuel and Purchased Power Adjustment applies to this Rate Schedule.

Minimum Monthly Bill: ~~\$32.07~~ \$30.00

The minimum monthly bill is ~~calculated as~~ the monthly service charge ~~and the summer energy credit~~. Any energy usage by the Customer during a billing period is charged in addition to the minimum bill.

Late Payment Charge:

A Late Payment Charge in the amount of 4% of the Billing Components and applicable taxes will be assessed if the current month's bill payment is not received by OPPD on or before the due date. For Customers on OPPD's Level Payment Plan, the Late Payment Charge will be calculated as 4% of the current level payment amount.

ADMINISTRATIVEService Regulations

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

RATE SCHEDULE NO. 115

Residential Conservation Service

APPLICABILITY

This Rate Schedule is applicable to all Customers throughout OPPD's Service Area who meet the criteria to be a Residential Customer as defined in the Service Regulations. To qualify for this Rate Schedule, the Customer must meet each of the following:

- Have an electric heat pump in operation that has a Seasonal Energy Efficiency Rating of 14 or higher, with the heat pump installation passing OPPD's size and efficiency tests, and
- Supply at least 50% of the space-conditioning requirements using the electric heat pump.

Customers taking Electric Service as single-phase alternating current will be supplied at OPPD's standard voltages of 240 volts or less, for Residential uses, when All-Electric Service furnished under this Rate Schedule is measured by one Meter unless otherwise specified in the Service Regulations. Not applicable to shared or resale service.

BILLING COMPONENTS

Monthly Service Charge: \$30.00 per month plus,

Energy Charge:

Energy Usage	Summer (June 1 – Sept. 30)	Non-Summer (Oct. 1 – May 31)
Per kWh	9.610 cents/kWh	8.085 cents/kWh

Energy Charge:

Energy Usage	Summer (June 1 – Sept. 30)	Non-Summer (Oct. 1 – May 31)
0 – 100 kWh	9.61 cents/kWh	9.50 cents/kWh
101 – 880 kWh	9.61 cents/kWh	8.80 cents/kWh
881+ kWh	9.61 cents/kWh	7.11 cents/kWh

A credit of \$2.07 per month will be applied to summer monthly kWh consumption of more than 100 kWh and less than 401 kWh.

Rider Schedule No. 461 – Fuel and Purchased Power Adjustment applies to this Rate Schedule.

Minimum Monthly Bill: \$~~32.07~~30.00

The minimum monthly bill is ~~calculated as~~ the monthly service ~~charge~~ ~~charge and the summer energy credit~~. Any energy usage by the Customer during a billing period is charged in addition to the minimum bill.

Late Payment Charge:

A Late Payment Charge in the amount of 4% of the Billing Components and applicable taxes will be assessed if the current month's bill payment is not received by OPPD on or before the due date. For Customers on OPPD's Level Payment Plan, the Late Payment Charge will be calculated as 4% of the current level payment amount.

|

#### ADMINISTRATIVE

##### Schedule Period

This Rate Schedule will be available for a minimum of five (5) years. Availability beyond five (5) years will continue until the termination of the heat pump program and the last Customer to qualify for this Rate Schedule completes the minimum five (5) year availability.

##### Service Regulations

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



## RATE SCHEDULE NO. 226

### Irrigation Service

#### APPLICABILITY

This Rate Schedule is applicable to Owners of farms, or renters with the Owner's guarantee, in rural areas.

Customers taking Electric Service as single-phase or three-phase alternating current will be supplied at OPPD's standard voltages for the operation of pumping equipment and any crop-drying or grinding equipment for farm purposes. Not applicable to commercial, domestic, or other farm uses, shared or resale service.

OPPD reserves the right to collect from the Customer in advance, part or all of the cost of the additional investment if OPPD's estimated additional investment in lines, transformers, Meter and accessory equipment to serve a pumping location exceeds \$75.00 per horsepower of connected Load for single-phase service or \$105.00 per horsepower for three-phase service.

#### BILLING COMPONENTS

Annual Connected Load Charge:

<u>Annual Charge</u>	<u>Single-Phase</u>	<u>Three-Phase</u>
Per horsepower (HP)	\$23.32	\$29.44

Energy Charge:

<u>Energy Usage</u>	<u>Single-Phase</u>	<u>Three-Phase</u>
Per kWh	11.07 cents/kWh	11.07 cents/kWh

Rider Schedule No. 461 – Fuel and Purchased Power Adjustment applies to this Rate Schedule.

Minimum Annual Connected Load Charge:

\$233.20 for Single-Phase  
\$294.40 for Three-Phase

Minimum Annual Connected Load Charge is calculated as the 10 HP minimum Annual Connected Load Charge requirement.

Late Payment Charge:

A Late Payment Charge in the amount of 4% of the Billing Components and applicable taxes will be assessed if the current month's bill payment is not received by OPPD on or before the due date.

#### Billing Procedure

The annual billing period for Rate Schedule No. 226 – Irrigation Service, begins in May and ends the following April. Customers will be billed one-third of the annual connected load charge during May, June, and July of each of the contract years, plus any charges for energy. During the remaining months, the Customer will be billed for the energy used each month. If a Customer starts service before or after May 1<sup>st</sup>, the prorated connected load charge will be billed in May, June, or July depending on the start date for the Customer. When a Customer discontinues service, the prorated connected load charge will be billed or credited the following month.

#### ADMINISTRATIVE

##### Definitions

*Connected Load:* The total full Load continuous ratings in horsepower, as prescribed by the standards of the National Electrical Manufacturers Association in effect at the time of purchase from the manufacturer of motors and other current-consuming equipment, installed by the Customer.

*Equivalent Electrical Load:* The electrical power required to operate mechanical Load at the nameplate horsepower. One horsepower will be converted to an equivalent electrical Load using an 85% efficiency. (One horsepower mechanical equals 877 watts electrical.)

##### Contract Period

Five years, or longer, at OPPD's discretion. Each contract, at the expiration date, will automatically be renewed for an additional one-year period, unless cancelled by written notice by either party at least 60 days before the expiration date.

##### Service Regulations

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



## RATE SCHEDULE NO. 230

### General Service Non-Demand

#### APPLICABILITY

This Rate Schedule is applicable to all Customers throughout OPPD's Service Area that have monthly Billing Demands less than 50 kilowatts during each of the four (4) Summer billing months, June through September.

Customers taking Electric Service as single-phase or three-phase alternating current will be supplied at OPPD's standard voltages, for all uses, when all the Electric Services at one location are measured by one Meter, unless the Customer takes emergency or special service as required by OPPD's Service Regulations. Not applicable to shared or resale service.

This Rate Schedule is not available to those Customers taking service under Rate Schedule No. 226 – Irrigation Service.

#### BILLING COMPONENTS

Monthly Service Charge: \$33.00 per month

#### Energy Charge:

<u>Energy Usage</u>	<u>Summer (June 1 – Sept. 30)</u>	<u>Non-Summer (Oct. 1 – May 31)</u>
<u>Per kWh</u>	<u>10.620 cents/kWh</u>	<u>8.075 cents/kWh</u>

#### Energy Charge:

<u>Energy Usage</u>	<u>Summer (June 1 – Sept. 30)</u>	<u>Non-Summer (Oct. 1 – May 31)</u>
<del>0 – 1,000 kWh</del>	<del>10.62 cents/kWh</del>	<del>8.40 cents/kWh</del>
<del>1,001 – 3,000 kWh</del>	<del>10.62 cents/kWh</del>	<del>8.40 cents/kWh</del>
<del>3,001+ kWh</del>	<del>10.62 cents/kWh</del>	<del>7.19 cents/kWh</del>

Rider Schedule No. 461 – Fuel and Purchased Power Adjustment applies to this Rate Schedule.

Minimum Monthly Bill: \$33.00

The minimum monthly bill is the monthly service charge. Any energy used by the Customer during a billing period is charged in addition to a minimum bill.

#### Late Payment Charge:

A Late Payment Charge in the amount of 4% of the Billing Components and applicable taxes will be assessed if the current month's bill payment is not received by OPPD on or before the due date. For Customers on OPPD's Level Payment Plan, the Late Payment Charge will be calculated as 4% of the current level payment amount.

#### ADMINISTRATIVE

Service Regulations

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

## RATE SCHEDULE NO. 231

### General Service – Small Demand

#### APPLICABILITY

This Rate Schedule is applicable to all non-Residential Customers throughout OPPD's Service Area that meet or exceed a Billing Demand of 50 kilowatts during one of the four (4) Summer billing months, June through September.

Customers taking Electric Service as single-phase or three-phase alternating current will be supplied at OPPD's standard voltages, for all uses, when all Electric Service at one location is measured by one Demand Meter, unless the Customer takes emergency or special service as required by OPPD's Service Regulations. Not applicable to shared or resale service.

This Rate Schedule is not available to those Customers taking service under Rate Schedule No. 226 – Irrigation Service.

#### BILLING COMPONENTS

Monthly Service Charge: \$19.86 per month

Demand Charge:

<u>Billing Demand</u>	<u>Per kW Month</u>
Per kW	\$7.89

Minimum Billing Demand of 18 kW per month.

Energy Charge:

<u>Energy Usage</u>	<u>Summer (June 1 – Sept. 30)</u>	<u>Non-Summer (Oct. 1 – May 31)</u>
<u>Per kWh</u>	<u>6.997 cents/kWh</u>	<u>5.669 cents/kWh</u>

<u>Energy Usage</u>	<u>Summer- (June 1 – Sept. 30)</u>	<u>Non-Summer- (Oct. 1 – May 31)</u>
<del>First 300 kWh per kW of demand</del>	<del>7.38 cents/kWh</del>	<del>5.92 cents/kWh</del>
<del>All additional kWh</del>	<del>5.81 cents/kWh</del>	<del>4.56 cents/kWh</del>

Rider Schedule No. 461 – Fuel and Purchased Power Adjustment applies to this Rate Schedule.

Minimum Monthly Bill: \$161.88

The minimum monthly bill is calculated as the 18-kilowatt minimum Demand requirements of \$142.02, plus the monthly service charge of \$19.86. Any energy used by the Customer during a billing period is charged in addition to a minimum bill.

Late Payment Charge:

A Late Payment Charge in the amount of 4% of the Billing Components and applicable taxes will be assessed if the current month's bill payment is not received by OPPD on or before the due date. For Customers on OPPD's Level Payment Plan, the Late Payment Charge will be calculated as 4% of the current level payment amount.

Determination of Demand

Demand, for any billing period, will be the kilowatts computed from the readings of OPPD's Meter for the 15-minute interval of the Customer's highest use during the same billing period.

If the Demand is less than 85% of the Customer's highest 15-minute kilovolt-ampere Demand, the kilowatt Demand will be increased under this Schedule by 50% of the difference between 85% of the kilovolt-ampere Demand and the Demand as determined above.

The Customer's Demand must be equal to or greater than the larger of the following:

- 85% of the highest 15-minute Power Factor-adjusted Demand during the Summer billing months of the preceding eleven (11) months, or
- 60% for the highest 15-minute Power Factor-adjusted Demand during the Non-Summer billing months of the preceding eleven (11) months, or
- 18 kilowatts

ADMINISTRATIVE

Service Regulations

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

## RATE SCHEDULE NO. 232

### General Service – Large Demand

#### APPLICABILITY

This Rate Schedule is applicable to all non-Residential Customers throughout OPPD's Service Area.

Customers taking Electric Service as single-phase or three-phase alternating current will be supplied at OPPD's standard voltages, for all uses, when all the Electric Services at one location are measured by one Demand Meter, unless the Customer takes emergency or special service as required by OPPD's Service Regulations. Not applicable to shared or resale service.

#### BILLING COMPONENTS

Monthly Service Charge: \$115.31 per month plus,

Demand Charge:

<u>Billing Demand</u>	<u>Per kW Month</u>
Per kW	\$14.36

Minimum Billing Demand of 1,000 kW per month.

Energy Charge:

<u>Energy Usage</u>	<u>All Months (Jan. 1 – Dec.31)</u>
kWh	4.83 cents/kWh

Rider Schedule No. 461 – Fuel and Purchased Power Adjustment applies to this Rate Schedule.

Minimum Monthly Bill: \$14,475.31

The minimum monthly bill is calculated as the 1,000-kilowatt minimum Demand requirements of \$14,360, plus the monthly service charge of \$115.31. Any energy used by the Customer during a billing period is charged in addition to a minimum bill.

Late Payment Charge:

A Late Payment Charge in the amount of 4% of the Billing Components and applicable taxes will be assessed if the current month's bill payment is not received by OPPD on or before the due date.

Determination of Demand

Demand, for any billing period, will be the kilowatts computed from the readings of OPPD's Meter for the 15-minute interval of the Customer's highest use during the same billing period.

If the Demand is less than 85% of the Customer's highest 15-minute kilovolt-ampere Demand, the kilowatt Demand will be increased under this Schedule by 50% of the difference between 85% of the kilovolt-ampere Demand and the Demand as determined above.

The Customer's Demand must be equal to or greater than the larger of the following:

- 85% of the highest 15-minute Power Factor-adjusted Demand during the Summer billing months of the preceding eleven (11) months, or
- 60% for the highest 15-minute Power Factor-adjusted Demand during the Non-Summer billing months of the preceding eleven (11) months, or
- 1,000 kilowatts

#### ADMINISTRATIVE

Service Regulations

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



RATE SCHEDULE NO. 245

Large Power – Contract

APPLICABILITY

This Rate Schedule is applicable to all non-Residential Customers throughout OPPD’s Service Area.

Customers taking Electric Service as three-phase alternating current will be supplied at an OPPD standard voltage above 11,000 volts provided there is only one transformation involved from an OPPD transmission voltage (above 60,000 volts) to the service voltage. Also, all the Electric Services at one location are measured by one Demand Meter, unless the Customer takes emergency or special service as required by OPPD's Service Regulations. Not applicable to shared or resale service.

BILLING COMPONENTS

Monthly Service Charge: \$465.28 per month plus,

Demand Charge:

<u>Billing Demand</u>	<u>Per kW Month</u>
Per kW	\$16.49

Minimum Billing Demand of 10,000 kW per month.

Energy Charge:

<u>Energy Usage</u>	<u>All Months (Jan. 1 – Dec.31)</u>
kWh	4.32 cents/kWh

Rider Schedule No. 461 – Fuel and Purchased Power Adjustment applies to this Rate Schedule.

Rider Schedule No. 462 – Primary Service Discount does not apply to this Rate Schedule.

Minimum Monthly Bill: \$165,365.28

The minimum monthly bill is calculated as the 10,000-kilowatt minimum Demand requirements of \$164,900 plus the monthly service charge of \$465.28. Any energy used by the Customer during a billing period is charged in addition to a minimum bill.

Late Payment Charge:

A Late Payment Charge in the amount of 4% of the Billing Components and applicable taxes will be assessed if the current month’s bill payment is not received by OPPD on or before the due date.

Determination of Demand

Demand, for any billing period, will be the kilowatts computed from the readings of OPPD’s Meter for the 15-minute interval of the Customer’s highest use during the same billing period.

If the Demand is less than 85% of the Customer's highest 15-minute kilovolt-ampere Demand, the kilowatt Demand will be increased under this Schedule by 50% of the difference between 85% of the kilovolt-ampere Demand and the Demand as determined above.

The Customer's Demand must be equal to or greater than the larger of the following:

- 85% of the highest 15-minute Power Factor-adjusted Demand during the Summer billing months of the preceding eleven (11) months, or
- 60% for the highest 15-minute Power Factor-adjusted Demand during the Non-Summer billing months of the preceding eleven (11) months, or
- 10,000 kilowatts

#### ADMINISTRATIVE

##### Contract Period

A minimum of five (5) years, with automatic renewal for additional five-year periods, unless cancelled by written notice by either party at least one (1) year prior to the expiration date.

##### Service Regulations

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

## RATE SCHEDULE NO. 250

### Large Power

#### APPLICABILITY

This Rate Schedule is applicable to all non-Residential Customers throughout OPPD's Service Area.

Customers taking Electric Service as three-phase alternating current will be supplied at an OPPD standard voltage above 11,000 volts provided there is only one transformation involved from an OPPD transmission voltage (above 60,000 volts) to the service voltage. Also, all the Electric Services at one location are measured by one Demand Meter, unless the Customer takes emergency or special service as required by OPPD's Service Regulations. Not applicable to shared or resale service.

#### BILLING COMPONENTS

Monthly Service Charge: \$511.73 per month plus,

Demand Charge:

<u>Billing Demand</u>	<u>Per kW Month</u>
Per kW	\$16.49

Minimum Billing Demand of 20,000 kW per month.

Energy Charge:

<u>Energy Usage</u>	<u>All Months (Jan. 1 – Dec.31)</u>
kWh	4.14 cents/kWh

Rider Schedule No. 461 – Fuel and Purchased Power Adjustment applies to this Rate Schedule.

Rider Schedule No. 462 – Primary Service Discount does not apply to this Rate Schedule.

Minimum Monthly Bill: \$330,311.73

The minimum monthly bill is calculated as the 20,000-kilowatt minimum Demand requirements of \$329,800, plus the monthly service charge of \$511.73. Any energy used by the Customer during a billing period is charged in addition to a minimum bill.

Late Payment Charge:

A Late Payment Charge in the amount of 4% of the Billing Components and applicable taxes will be assessed if the current month's bill payment is not received by OPPD on or before the due date.

Determination of Demand

Demand, for any billing period, will be the kilowatts computed from the readings of OPPD's Meter for the 15-minute interval of the Customer's highest use during the same billing period.

If the Demand is less than 85% of the Customer's highest 15-minute kilovolt-ampere Demand, the kilowatt Demand will be increased under this Schedule by 50% of the difference between 85% of the kilovolt-ampere Demand and the Demand as determined above.

The Customer's Demand must be equal to or greater than the larger of the following:

- 90% of the highest 15-minute Power Factor-adjusted Demand during the Summer billing months of the preceding eleven (11) months, or
- 75% for the highest 15-minute Power Factor-adjusted Demand during the Non-Summer billing months of the preceding eleven (11) months, or
- 20,000 kilowatts

#### ADMINISTRATIVE

Service Regulations

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

## RATE SCHEDULE NO. 261M

Large Power – High-Voltage Transmission Level – Market Energy

### APPLICABILITY

This Rate Schedule is applicable to all non-Residential Customers throughout OPPD's Service Area.

Customers taking Electric Service as three-phase service will be supplied radially from OPPD's system at a nominal standard voltage of 161,000 volts or 345,000 volts, where the Customer owns its electric substation for the delivery of the service.

The minimum Demand for service under this Rate Schedule is 20,000 kilowatts for service at 161,000 volts or a minimum Demand of 200,000 kilowatts for service at 345,000 volts each month.

Customers must substantiate to OPPD's satisfaction that their Demand requirements will meet the minimum Demand requirements of this Rate Schedule within 18 months of establishing service under this Rate Schedule.

The Customer's high voltage Electric Service will be measured by one Demand Meter, unless a Customer takes emergency or special service as required by OPPD's Service Regulations.

### BILLING COMPONENTS

Monthly Service Charge: \$10,000.00 per month plus,

Demand Charge:

<u>Billing Demand</u>	<u>Per kW Month</u>
Per kW	\$19.51

Minimum Billing Demand of 20,000 kilowatts per month for interconnection at 161,000 volts or 200,000 kilowatts per month for interconnection at 345,000 volts.

### Energy Charge

An Energy Charge will be assessed based on the number of kilowatt-hours consumed in any given hour multiplied by the appropriate cost to purchase energy from the Southwest Power Pool (SPP) for that hour. OPPD will notify the Customer of the SPP node used to price the hourly energy and all applicable SPP charges. The billing notice will be enforceable under this Rate Schedule and OPPD's Service Regulations.

Rider Schedule No. 462 – Primary Service Discount does not apply to this Rate Schedule.

Minimum Monthly Bill:

\$400,200 for Customers taking service at 161,000 volts  
or  
\$3,912,000 for Customers taking service at 345,000 volts

The minimum monthly bill is calculated as the 20,000-kilowatt minimum Demand requirement of \$390,200 for interconnection at 161,000 volts, or 200,000 kilowatt minimum Demand requirement of \$3,902,000 for interconnection at 345,000 volts, plus the monthly service charge of \$10,000. Any energy used by the Customer during a billing period is charged in addition to a minimum bill.

**Late Payment Charge:**

A Late Payment Charge in the amount of 4% of the Billing Components and applicable taxes will be assessed if the current month's bill payment is not received by OPPD on or before the due date.

**Gross Revenue Charge:**

The Charges under this rate shall be subject to the 5% Gross Revenue Charge to recover the payment in lieu of taxes as established in Neb, Const. art. VIII, sec. 11 OPPD will submit this payment to the appropriate political subdivision(s) as provided by the law.

**Determination of Demand**

Demand, for any billing period during the initial 18 months of service, will be the kilowatts computed from the readings of OPPD's Meter for the 15-minute interval of the Customer's greatest use during the same billing period.

For billing periods of 18 months or after the initial service date, Demand will be the kilowatts computed from the readings of OPPD's Meter for the 15-minute interval of Customer's highest use during the same billing period.

If, after month 17 of the initial service date, the Demand is less than 95% leading or lagging of the Customer's highest 15-minute kilovolt ampere Demand, the kilowatt Demand will be increased under this Schedule by 50% of the difference between 95% of the kilovolt ampere Demand and the Demand as determined above.

The Customer's Demand must be equal to or greater than the larger of the following:

- 90% of the highest 15-minute Power Factor-adjusted Demand during the Summer billing months of the preceding eleven (11) months, or
- 75% of the highest 15-minute Power Factor-adjusted Demand during the Non-Summer billing months of the preceding eleven (11) months, or
- 20,000 kilowatts for Customers receiving service at 161,000 volts, or
- 200,000 kilowatts for Customers receiving service at 345,000 volts

**ADMINISTRATIVE**

**Special Conditions**

Customers taking service under this Rate Schedule must provide written notice twelve (12) months before switching between the Market Energy Base Option and the Non-Market Energy Base Option.

Customers taking service under this Rate Schedule will be required to execute and comply with operational policies and any other requirements as determined by OPPD.

Effective 01/01/2025

Resolution No. 6683

OPPD assumes no liability for Customer-Owned facilities.

OPPD will determine the Point(s) of Delivery using the information provided by the Customer regarding the Customer's requirements. The Point of Delivery will be based on the needs and requirements of OPPD's systems and facilities.

Due to the nature of service provided under this Rate Schedule, OPPD and the Customer will jointly agree upon a metering point that adequately and safely meets OPPD's requirements. If OPPD determines it is necessary to place Meters in a location away from the Point of Delivery, OPPD reserves the right to adjust its Meter readings and billings to account for delivery line losses.

Customers receiving service from more than one high voltage transmission source are restricted from tying or paralleling the sources at any time or for any duration. All transfers between sources must be performed as open transition transfers.

For planning purposes, the Customer will notify OPPD of their expected monthly Demand (in kilowatts) at least one week before the start of each month. In the event the Customer's actual monthly Demand varies by five (5) or more megawatts, OPPD reserves the right to request more frequent notifications regarding expected Loading conditions.

Under OPPD's Service Regulations, the resale, redistribution, marketing or extension of Electric Service received by the Customer, including in any wholesale or other markets, is prohibited. Customers are prohibited from taking wholesale transmission services to serve their Demand.

Customers served under this Rate Schedule shall not export power on OPPD's electrical system.

#### Service Regulations

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

## RATE SCHEDULE NO. 236

### Dusk-to-Dawn Lighting

#### APPLICABILITY

This Rate Schedule is applicable to all Customers, for private outdoor lighting service, when such lighting facilities are operated as an extension of OPPD's distribution system, except for:

- Installations on public or semi-public thoroughfares including public parks, where such installations would conflict with a legally constituted public authority having jurisdiction, and
- Athletic fields covered by other Rate Schedules.

Customers taking Electric Service as single-phase alternating current, 120 volts, will be supplied by OPPD for the operation of outdoor-type light fixtures using mercury vapor or high-pressure sodium lamps mounted on OPPD-owned wood poles on which overhead secondary conductors exist, or to which such secondary conductors can be extended, except where the extension of such secondary conductors is impractical.

This service will be unmetered, and the light fixtures will operate each night automatically from dusk to dawn. All facilities necessary for service under this Rate Schedule will be installed, owned and maintained by OPPD. This service is for the exclusive use of the Customer for private outdoor lighting as specified and cannot be resold to others.

Availability of the 175-watt and the 400-watt mercury vapor light fixture is restricted to existing units. As existing 175-watt and 400-watt mercury vapor units require maintenance, OPPD will replace them with 100-watt and 200-watt high-pressure sodium units, respectively.

#### BILLING COMPONENTS

Monthly Rate:

For an installation on an existing wood pole and connected to existing overhead secondary conductors on such pole:

<u>Lamp Size</u> <u>(watts)</u>	<u>Lamp Type</u>	<u>Per Unit</u> <u>Charge</u>
100	7,200 lumen high-pressure sodium light fixture	\$14.06
175	7,000 lumen mercury-vapor light fixture*	\$15.48
200	22,000 lumen high-pressure sodium light fixture	\$18.69
400*	20,000 lumen mercury-vapor light fixture*	\$20.52
33	LED	\$13.02
108	LED	\$17.76

Where an extension of overhead secondary facilities is required, and where such extension is acceptable to OPPD, the monthly rate will be increased by:



<u>Charges as Required</u>	<u>Per Unit Charge</u>
Additional transformer installed*	\$6.68
Additional pole installed	\$1.67
Additional span of secondary conductors installed	\$0.85

*\*Restricted to existing Customers.*

Rider Schedule No. 461 – Fuel and Purchased Power Adjustment applies to this Rate Schedule.

#### Late Payment Charge:

A Late Payment Charge in the amount of 4% of the Billing Components and applicable taxes will be assessed if the current month's bill payment is not received by OPPD on or before the due date.

#### ADMINISTRATIVE

##### Contract Period

On initial installation of a light at a given location, the term of contract for service under this Rate Schedule will be for a period of two (2) years. After the two (2) year period, the service will continue until the customer contacts OPPD to request to have the light removed.

##### Special Conditions

Resolution No. 5733 states OPPD's Management has been authorized to add, delete, or restrict lighting rates in Rate Schedule No. 236 – Dusk to Dawn Lighting and Rate Schedule No. 350 – Municipal Service Street Lighting at any time, provided that any changes will be:

- Based on generally accepted cost-of-service ratemaking principles,
- Reviewed by the Board of Directors' rate consultant, and
- Approved by the Board of Directors during the next meeting at which the Board considers any rate action.

##### Service Regulations

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

## RATE SCHEDULE NO. 350

### Municipal Service Street Lighting

#### APPLICABILITY

This Rate Schedule is applicable to the State of Nebraska, and all Counties, Cities, Villages and Sanitary Improvement District's throughout OPPD's Service Area. The single-phase alternating current Electric Service will be supplied at OPPD's standard voltages for the operation of street lighting systems for public highways, streets, and thoroughfares.

Units of street lighting not priced in Parts 1 or 2 will be priced explicitly in the street lighting contract.

Each Customer shall enter into a contract with OPPD for street lighting service. Such a contract shall be for a period of one year, or longer, at OPPD's option, and shall include a reference to this street lighting Schedule and the Service Regulations of OPPD.

OPPD, at its discretion, may replace decorative units with like decorative units if the original decorative unit is no longer available or is not available at a reasonable cost.

#### BILLING COMPONENTS

Billing Procedure: Annual rates will be billed in 12 equal monthly installments.

#### Late Payment Charge:

A Late Payment Charge in the amount of 4% of the Billing Components and applicable taxes will be assessed if the current month's bill payment is not received by OPPD on or before the due date.

Rider Schedule No. 461 – Fuel and Purchased Power Adjustment applies to this Rate Schedule. The adjustment will be applied to the monthly energy usage for each lighting method based on the relevant light source and lamp size for such method.

Municipal Service Street Lighting:

Part 1 – OPPD Owned and Maintained System

Category No. 1: Standard Utility Style Lighting Methods Annual Rate: H.P. Sodium Light Source

Overhead Wiring: OPPD-Owned Pole

<u>Method</u>	<u>Approx. Mounting Height (feet)</u>	<u>Lamp Size (watts)</u>	<u>Wood Pole</u>		<u>Metal Pole</u>	
			<u>Single Lamp</u>	<u>Twin Lamps</u>	<u>Single Lamp</u>	<u>Twin Lamps</u>
61*	25	100	\$182.04	N/A	\$231.36	\$281.28
65*	40	400	\$347.16	N/A	\$417.60	N/A
66*	30	200	\$229.92	N/A	\$283.32	\$369.60
67*	40	200	\$257.04	N/A	\$323.76	N/A
68*	30	400	\$313.20	N/A	\$393.84	N/A

\*Restricted

Underground Wiring: OPPD-Owned Pole

<u>Method</u>	<u>Approx. Mounting Height (feet)</u>	<u>Lamp Size (watts)</u>	<u>Wood Pole</u>		<u>Metal Pole</u>	
			<u>Single Lamp</u>	<u>Twin Lamps</u>	<u>Single Lamp</u>	<u>Twin Lamps</u>
61*	25	100	\$192.12	N/A	\$242.52	\$292.44
65*	40	400	\$374.76	N/A	\$436.92	\$626.52
66*	30	200	\$248.28	N/A	\$299.52	\$384.12
67*	40	200	\$298.92	N/A	\$360.84	\$435.48
68*	30	400	N/A	N/A	\$408.48	\$561.36

\*Restricted

Underground Wiring: Customer-Owned Pole

<u>Method</u>	<u>Approx. Mounting Height (feet)</u>	<u>Lamp Size (watts)</u>	<u>Single Lamp</u>	<u>Twin Lamps</u>
61*	25	100	\$153.72	\$276.84
66*	30	200	\$195.00	\$324.72

\*Restricted

Category No. 2: Standard Decorative Lighting Methods Annual Rate

Underground Wiring: OPPD-Owned Pole

<u>Method</u>	<u>Approx. Mounting Height (feet)</u>	<u>Lamp Size (watts)</u>	<u>Light Source</u>	<u>Single Lamp</u>	<u>Twin Lamps</u>
51	30	200	H.P. Sodium	\$445.32	\$583.80
52	25	100	H.P. Sodium	\$382.80	\$484.80
53	30	400	H.P. Sodium	\$551.16	\$847.44
57	30	400	Metal Halide	\$555.00	N/A
58	40	400	H.P. Sodium	\$568.56	\$943.32
59	40	400	Metal Halide	\$603.60	\$783.60

Category No. 3: Restricted Lighting Methods Annual Rate

Overhead Wiring: OPPD-Owned Pole

<u>Method</u>	<u>Approx. Mounting Height (feet)</u>	<u>Lamp Size (watts)</u>	<u>Light Source</u>	<i>Wood Pole</i>	<i>Metal Pole</i>	
				<u>Single Lamp</u>	<u>Single Lamp</u>	<u>Twin Lamps</u>
14	30	400	Mercury Vapor	\$273.96	\$322.32	\$547.08
15	25	175	Mercury Vapor	\$178.68	\$217.80	N/A
16	25	100	Mercury Vapor	\$148.32	\$187.44	N/A
17	25	250	Mercury Vapor	\$205.68	\$244.92	N/A
44	40	400	Mercury Vapor	\$299.28	\$369.72	N/A
48	40	700	Mercury Vapor	\$413.64	N/A	N/A
49	40	1,000	Mercury Vapor	\$525.12	\$595.56	N/A
63	30	250	H.P. Sodium	\$222.96	\$303.60	N/A

Underground Wiring: OPPD-Owned Pole

<u>Method</u>	<u>Approx. Mounting Height (feet)</u>	<u>Lamp Size (watts)</u>	<u>Light Source</u>	<i>Wood Pole</i>	<i>Metal Pole</i>	
				<u>Single Lamp</u>	<u>Single Lamp</u>	<u>Twin Lamps</u>
14	30	400	Mercury Vapor	\$289.80	\$336.96	\$560.88
15	25	175	Mercury Vapor	\$199.80	\$228.96	\$337.32
16	25	100	Mercury Vapor	N/A	\$198.60	N/A
17	25	250	Mercury Vapor	\$226.80	\$255.96	\$411.36
44	40	400	Mercury Vapor	N/A	\$388.56	N/A
49	40	1,000	Mercury Vapor	N/A	\$573.84	N/A
62	30	400	H.P. Sodium	N/A	N/A	\$641.16
63	30	250	H.P. Sodium	\$247.56	\$318.12	N/A
64	40	250	H.P. Sodium	N/A	\$346.32	N/A

**Underground Wiring: Customer-Owned Pole**

<u>Method</u>	<u>Approx. Mounting Height (feet)</u>	<u>Lamp Size_ (watts)</u>	<u>Light Source</u>	<u>Single Lamp</u>	<u>Twin Lamps</u>
14	30	400	Mercury Vapor	\$274.08	N/A
15	25	175	Mercury Vapor	\$162.84	N/A

**Category No. 4: Optional Decorative Lighting Methods Annual Rate**

**Decorative Method without Base: OPPD-Owned Pole**

<u>Method</u>	<u>Option</u>	<u>Approx. Mounting Height (feet)</u>	<u>Lamp Size_ (watts)</u>	<u>Light Source</u>	<u>Fixture</u>	<u>Single Lamp</u>
90*	A	16	70	H.P. Sodium	Acorn	\$307.32
90	E	12	39	LED	Acorn	\$376.56
90	H	16	39	LED	Acorn	\$374.52
91*	A	16	70	H.P. Sodium	Globe	\$479.76
91*	E	16	39	LED	Globe	\$513.53
93*	A	20	100	H.P. Sodium	Lantern	\$266.64
93*	E	20	51	LED	Lantern	\$287.40

\*Restricted

**Decorative Method Base and Ring: OPPD-Owned Pole**

<u>Method</u>	<u>Option</u>	<u>Approx. Mounting Height (feet)</u>	<u>Lamp Size (watts)</u>	<u>Light Source</u>	<u>Fixture</u>	<u>Single Lamp</u>
90*	C	16	70	H.P. Sodium	Acorn	\$327.96
90	F	12	39	LED	Acorn	\$407.40
90	I	16	39	LED	Acorn	\$407.52
91*	C	16	70	H.P. Sodium	Globe	\$500.28
91*	F	16	39	LED	Globe	\$544.20
92*	C	20	100	H.P. Sodium	Top Hat	\$279.48

\*Restricted

**Decorative Method Base and Ring and Outlet: OPPD-Owned Pole**

<u>Method</u>	<u>Option</u>	<u>Approx. Mounting Height (feet)</u>	<u>Lamp Size (watts)</u>	<u>Light Source</u>	<u>Fixture</u>	<u>Single Lamp</u>
90	G	12	39	LED	Acorn	\$498.84
90	J	16	39	LED	Acorn	\$481.80

**Decorative Method Pay Up Front: OPPD-Owned Pole**

<u>Method</u>	<u>Approx. Mounting Height (feet)</u>	<u>Lamp Size (watts)</u>	<u>Light Source</u>	<u>Fixture</u>	<u>Single Lamp</u>
07L	12 or 16	51	LED	Top Hat or Lantern	\$217.56
08L	12 or 16	39	LED	Acorn or Globe	\$211.44
09	14	66	LED	Bounce	\$225.12
12*	12	70	H.P. Sodium	Acorn	\$223.08
13*	16	70	H.P. Sodium	Twin Acorn	\$315.72
13L*	16	39	LED	Twin LED Acorn	\$276.60
94*	16	70	H.P. Sodium	Acorn	\$223.08
95*	16	70	H.P. Sodium	Globe	\$233.76
96*	20	100	H.P. Sodium	Top Hat	\$242.52
97*	20	100	H.P. Sodium	Lantern	\$242.52
98*	14	150	Metal Halide	Bounce	\$231.24

\*Restricted

**Category No. 5: LED Lighting Methods Annual Rate**

**Overhead Wiring: OPPD-Owned Pole**

<u>Method</u>	<u>Approx. Mounting Height (feet)</u>	<u>Lamp Size (watts)</u>	<u>Wood Pole</u>		<u>Metal Pole</u>	
			<u>Single Lamp</u>	<u>Twin Lamps</u>	<u>Single Lamp</u>	<u>Twin Lamps</u>
61L	25	54	\$116.76	\$178.80	\$162.84	\$224.76
65L	40	207	\$253.56	N/A	\$302.40	N/A
66L	30	108	\$146.04	\$240.48	\$211.20	\$269.52
67L	40	108	\$165.48	N/A	\$214.92	N/A
68L	30	207	\$249.36	N/A	\$297.60	N/A

**Underground Wiring: OPPD-Owned Pole**

<u>Method</u>	<u>Approx. Mounting Height (feet)</u>	<u>Lamp Size (watts)</u>	<u>Wood Pole</u>		<u>Metal Pole</u>	
			<u>Single Lamp</u>	<u>Twin Lamps</u>	<u>Single Lamp</u>	<u>Twin Lamps</u>
51L	30	89	N/A	N/A	\$350.52	\$484.32
52L	25	46	N/A	N/A	\$322.32	\$439.92
53L	30	89	N/A	N/A	\$414.36	\$666.84
58L	40	232	N/A	N/A	\$422.04	\$722.52
61L	25	54	\$137.76	\$200.28	\$188.40	\$240.60
65L	40	207	\$287.64	N/A	\$336.48	\$508.44
66L	30	108	\$174.48	\$255.60	\$243.84	\$284.64
67L	40	108	\$211.92	\$316.32	\$255.84	\$360.24
68L	30	207	N/A	N/A	\$329.88	\$492.84

Underground Wiring: Customer-Owned Pole

<u>Method</u>	<u>Approx. Mounting Height (feet)</u>	<u>Lamp Size (watts)</u>	<u>Single Lamp</u>	<u>Twin Lamps</u>
51L	30	89	\$223.44	N/A
53L	30	89	\$280.20	N/A
58L	40	232	\$281.52	N/A
61L	25	54	\$115.68	N/A
65L	40	207	\$245.16	\$417.12
66L	30	108	\$143.16	\$237.60
67L	40	108	\$173.64	\$277.92
68L	30	207	\$245.52	N/A

Category No. 5: LED Lighting Methods Annual Rate with Additional Agreements Required

Overhead Wiring: OPPD-Owned Pole

<u>Method</u>	<u>Approx. Mounting Height (feet)</u>	<u>Lamp Size (watts)</u>	<u>Wood Pole</u>	<u>Metal Pole</u>
29	30	100	\$100.20	N/A
30	30	200	\$116.28	N/A
31	40	200	\$142.44	N/A

Underground Wiring: OPPD-Owned Pole

<u>Method</u>	<u>Approx. Mounting Height (feet)</u>	<u>Lamp Size (watts)</u>	<u>Wood Pole</u>	<u>Metal Pole</u>
28	25	100	\$100.80	\$154.92
30	30	200	N/A	\$198.96
31	40	200	N/A	\$236.04

Part 2 – Customer-Owned System Operated by OPPD Annual Method

<u>Method</u>	<u>Lamp Size (watts)</u>	<u>Light Source</u>	<u>Dusk to Dawn</u>
20	100	Mercury Vapor	\$74.40
22	250	Mercury Vapor	\$122.40
23	400	Mercury Vapor	\$178.20
23L	207	LED	\$96.00
24	700	Mercury Vapor	\$285.12
25	1,000	Mercury Vapor	\$389.04
25L	529	LED	\$192.00
27	150	Incandescent	\$79.80
40	54	LED	\$52.56
41	86	LED	\$74.88
42	48	LED	\$48.36
43	168	LED	\$87.72
71	100	H.P. Sodium	\$79.32
71L	58	LED	\$57.24
72	150	H.P. Sodium	\$96.84
73	250	H.P. Sodium	\$128.16
74	400	H.P. Sodium	\$185.28
74L	207	LED	\$96.00
76	200	H.P. Sodium	\$110.64
76T	200	Twin H.P. Sodium	\$190.56
76L	108	LED	\$68.28
76LT	108	Twin LED	\$98.64
77	50	H.P. Sodium	\$55.80
77L	25	LED	\$49.20
78	70	H.P. Sodium	\$62.28
79	1,000	H.P. Sodium	\$398.04
80	100	Metal Halide	\$72.12
80L	65	LED	\$58.92
81	175	Metal Halide	\$96.72
81L	48	LED	\$54.72
81LT	48	Twin LED	\$66.36
82	250	Metal Halide	\$122.88
82L	100	LED	\$67.32
83	400	Metal Halide	\$172.20
87	50	Metal Halide	\$54.60

OPPD has the option of furnishing maintenance service to Part 2 streetlights on a reimbursable basis. The terms and conditions of such service will be set forth in individual contracts.



Part 3 – Rate for Customer's providing poles to OPPD for 5G pole attachments.

<u>Method</u>	<u>Lamp Size (watts)</u>	<u>Light Source</u>	<u>Dusk to Dawn</u>
75	100	Metal Halide	\$72.84
75L	54	LED	\$53.16
75LT	108	Twin LED	\$68.64

ADMINISTRATIVE

Definitions

*Method:* Identifies the specific combination of features (light source, mounting height, lamp size, and the number of lamps) that comprise an individual streetlight.

*Customer-Owned Poles and Fixtures:* Poles and fixtures, provided by the Customer, to which OPPD adds OPPD-owned streetlight equipment and separate service wiring.

*Units:* One or more components, including the fixture, lamp, photocell, and pole, which comprise a streetlight.

Special Conditions

Resolution No. 5733 states OPPD's Management has been authorized to add, delete, or restrict lighting rates in Rate Schedule No. 236 – Dusk to Dawn Lighting and Rate Schedule No. 350 – Municipal Service Street Lighting at any time, provided that any changes will be:

- Based on generally accepted cost-of-service ratemaking principles,
- Reviewed by the Board of Directors' rate consultant, and
- Approved by the Board of Directors during the next meeting at which the Board considers any rate action.

Service Regulations

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

## RATE SCHEDULE NO. 351

### Municipal Services Traffic Signals and Signs

#### APPLICABILITY

This Rate Schedule is applicable to all governmental agencies throughout OPPD's Service Area where service for such purpose is reasonably available, and the use of service can reasonably be controlled and calculated without metering.

Governmental agencies taking Electric Service as single-phase alternating current will be supplied at OPPD's standard voltages for the operation of Traffic Signals, Signs, Flashers, Counters or other devices used in the general control of thoroughfare traffic.

#### BILLING COMPONENTS

##### Energy Charge:

<u>Energy Usage</u>	<u>All Months (Jan. 1 – Dec.31)</u>
kWh	9.63 cents/kWh

Rider Schedule No. 461 – Fuel and Purchased Power Adjustment applies to this Rate Schedule.

Minimum Monthly Bill: \$3.01 per location.

##### Late Payment Charge:

A Late Payment Charge in the amount of 4% of the Billing Components and applicable taxes will be assessed if the current month's bill payment is not received by OPPD on or before the due date.

##### Determination of Energy

When service at a location is used continuously, day and night, the average watts in use will be multiplied by 730 hours and divided by 1000.

When service at a location is not used during daylight hours and is disconnected by a control device during such hours, the average watts in use from dusk to dawn will be multiplied by 360 hours and divided by 1000.

Gaseous tube lighting or other low Power Factor devices will be corrected to not less than 90 percent Power Factor.

#### ADMINISTRATIVE

##### Special Conditions

Customers taking service under this Rate Schedule agree to:

- Furnish OPPD all information necessary to calculate the monthly kilowatt-hour use
- Notify OPPD immediately of any permanent change in their Load that will affect the kilowatt-hours used
- Cooperate with OPPD to periodically verify Load

##### Service Regulations

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

## RATE SCHEDULE NO. 357

### Municipal Service

#### APPLICABILITY

This Rate Schedule is applicable to all Municipal Utilities throughout OPPD's Service Area.

Municipalities taking Electric Service as three-phase alternating current will be supplied by OPPD at a voltage not less than 2400 volts for use through a municipally owned and maintained distribution system.

#### BILLING COMPONENTS

Monthly Service Charge: \$143.90 per month

plus, Demand Charge:

<u>Billing Demand</u>	<u>Per kW Month</u>
Per kW	\$12.03

Energy Charge:

<u>Energy Usage</u>	<u>Three-Phase</u>
Per kWh	4.71 cents/kWh

Rider Schedule No. 461 – Fuel and Purchased Power Adjustment applies to this Rate Schedule.

Minimum Monthly Bill: The minimum monthly bill will be the monthly service charge plus the charge for the currently effective Demand.

Late Payment Charge:

A Late Payment Charge in the amount of 4% of the Billing Components and applicable taxes will be assessed if the current month's bill payment is not received by OPPD on or before the due date.

Determination of Demand

Demand, for any billing period, will be the kilowatts computed from the readings of OPPD's kilowatt-hour Meter for the 15-minute interval of the Customer's highest use during the same billing period.

If the Demand is less than 85% of the Customer's highest 15-minute kilovolt-ampere Demand, the kilowatt Demand will be increased under this Schedule by 50% of the difference between 85% of the kilovolt-ampere Demand and the Demand as determined above.

The Customer's Demand must be equal to or greater than the larger of the following:

- 85% of the highest 15-minute Power Factor adjusted-Demand during the Summer billing months of the preceding eleven (11) months, or
- 60% of the highest 15-minute Power Factor adjusted-Demand during the Non-Summer billing months of the preceding eleven (11) months.

ADMINISTRATIVE

Special Conditions

Special Conditions will be included in the contract and will be mutually agreed upon by both parties. This Rate Schedule will be included as part of the contract.

Service Regulations

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

## RATE SCHEDULE NO. 230M

### General Service Non-Demand – Offutt Housing Adjustment Rider

#### APPLICABILITY

This Rate Schedule is applicable to all Customers within the designated privatized housing areas at Offutt Air Force Base (Offutt AFB) that have monthly Billing Demands less than 50 kilowatts during each of the four (4) Summer billing months.

Customers taking Electric Service as single-phase or three-phase alternating current will be supplied at OPPD's standard voltages, for all uses, when all the Electric Services at one location is measured by one Meter, unless the Customer takes emergency or special service as required by OPPD's Service Regulations. Not applicable to shared or resale service.

This rate is not available to those Customers taking service under Rate Schedule No. 226 – Irrigation Service.

The charges as determined under Rate Schedule No. 230 – General Service – Non-Demand will apply to this Rate Schedule.

#### BILLING COMPONENTS

Monthly Service Charge: \$33.00 per month plus,

#### Energy Charge:

Energy Usage  
Per kWh

Summer (June 1 – Sept. 30)  
10.620 cents/kWh

Non-Summer (Oct. 1 – May 31)  
8.075 cents/kWh

#### Energy Charge:

Energy Usage

Summer (June 1 – Sept. 30)

Non-Summer (Oct. 1 – May 31)

~~0 – 1,000 kWh~~

~~10.62 cents/kWh~~

~~8.40 cents/kWh~~

~~1,001 – 3,000 kWh~~

~~10.62 cents/kWh~~

~~8.40 cents/kWh~~

~~3,001+ kWh~~

~~10.62 cents/kWh~~

~~7.19 cents/kWh~~

#### Offutt Adjustment

A credit adjustment will be applied per kilowatt-hour to all energy billed during the current billing period. The adjustment will be capped so that Customers will not have a rate higher than Rate Schedule No. 230 – General Service Non-Demand. The adjustment will be based on the production cost differential determined by OPPD as follows:

OPPD Cost of Production less WAPA Cost of Production, determined on a cents per kWh basis, applicable to Rate Schedule No. 230 – General Service Non Demand.

Minimum Monthly Bill: \$33.00

The minimum monthly bill is the monthly service charge. Any energy used by the Customer during a billing period is charged in addition to a minimum bill.

Effective ~~01/01/2025~~ 01/01/2026

Resolution No. ~~6683####~~

Late Payment Charge:

A Late Payment Charge in the amount of 4% of the Billing Components and applicable taxes will be assessed if the current month's bill payment is not received by OPPD on or before the due date.

ADMINISTRATIVE

Definitions

: Costs related to the capacity and amount of electricity produced at each of OPPD's generating plants, purchased power for use by OPPD's Customers, and credits for interchange sales through OPPD's system.

*Western Area Power Authority (WAPA) Cost of Production:* Actual cost of generation provided by WAPA and assigned to OPPD for delivery to Offutt AFB.

Service Regulations

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

## RATE SCHEDULE NO. 231M

### General Service – Demand – Offutt Housing Adjustment Rider

#### APPLICABILITY

This Rate Schedule is applicable to all non-Residential Customers within the designated privatized housing areas at Offutt Air Force Base (Offutt AFB) that meet or exceed a Billing Demand of 50 kilowatts during one of the four (4) Summer billing months, June through September.

Customers taking Electric Service as single-phase (or three-phase, if available) alternating current, will be supplied at OPPD's standard voltages, for all uses, when all the Electric Services at one location is measured by one Meter with a Demand register, unless the Customer takes emergency or special service as required by OPPD's Service Regulations. Not applicable to shared or resale service.

This rate is not available to those Customers taking service under Rate Schedule No. 226 – Irrigation Service.

The charges as determined under Rate Schedule No. 231 – General Service – Demand will apply to this Rate Schedule.

#### BILLING COMPONENTS

Monthly Service Charge: \$19.86 per month plus,

Demand Charge:

<u>Billing Demand</u>	<u>Per kW Month</u>
Per kW	\$7.89

Minimum Billing Demand of 18 kW per month.

Energy Charge:

<u>Energy Usage</u>	<u>Summer (June 1 – Sept. 30)</u>	<u>Non-Summer (Oct. 1 – May 31)</u>
<u>Per kWh</u>	<u>6.997 cents/kWh</u>	<u>5.669 cents/kWh</u>

Energy Charge:

<u>Energy Usage</u>	<u>Summer</u>	<u>Non-Summer</u>
	<u>(June 1 – Sept. 30)</u>	<u>(Oct. 1 – May 31)</u>
First 300 kWh per kW of demand	7.38 cents/kWh	5.92 cents/kWh
All additional kWh	5.81 cents/kWh	4.56 cents/kWh

Rider Schedule No. 461 – Fuel and Purchased Power Adjustment applies to this Rate Schedule.

Offutt Adjustment

Effective 01/01/202501/01/2026  
Resolution No. 6683####

A credit adjustment will be applied per kilowatt-hour to all energy billed during the current billing period. The adjustment will be capped so that Customers will not have a rate higher than Rate Schedule No. 231 – General Service – Small Demand. The adjustment will be based on the production cost differential determined by OPPD as follows:

OPPD Cost of Production less WAPA Cost of Production, determined on a cents per kWh basis, applicable to Rate Schedule No. 231 – General Service – Small Demand.

Minimum Monthly Bill: \$161.88

The minimum monthly bill is calculated as the 18-kilowatt minimum Demand requirements of \$142.02, plus the monthly service charge of \$19.86. Any energy used by the Customer during a billing period is charged in addition to a minimum bill.

Late Payment Charge:

A Late Payment Charge in the amount of 4% of the Billing Components and applicable taxes will be assessed if the current month's bill payment is not received by OPPD on or before the due date.

Determination of Demand

Demand, for any billing period, will be the kilowatts computed from the readings of OPPD's Meter for the 15-minute interval of the Customer's highest use during the same billing period.

If the Demand is less than 85% of the Customer's highest 15-minute kilovolt-ampere Demand, the kilowatt Demand will be increased under this Schedule by 50% of the difference between 85% of the kilovolt-ampere Demand and the Demand as determined above.

The Customer's Demand must be equal to or greater than the larger of the following:

- 85% of the highest 15-minute Power Factor-adjusted Demand during the summer billing months of the preceding eleven (11) months, or
- 60% for the highest 15-minute Power Factor-adjusted Demand during the Non-Summer billing months of the preceding eleven (11) months, or
- 18 kilowatts

## ADMINISTRATIVE

### Definitions

Costs related to the capacity and amount of electricity produced at each of OPPD's generating plants, purchased power for use by OPPD's Customers, and credits for interchange sales through OPPD's system.

*Western Area Power Authority (WAPA) Cost of Production:* Actual cost of generation provided by WAPA and assigned to OPPD for delivery to Offutt AFB.

### Service Regulations

Effective 01/01/2025 01/01/2026

Resolution No. 6683####



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



# RIDER SCHEDULES

## RIDER SCHEDULE NO. 355

### Electric Energy Purchased from Cogenerating and Small Power Producing Facilities

#### APPLICABILITY

This Rider Schedule is applicable to all Customers who have qualified cogenerating or Small Power Producing Facilities that have the appropriate metering to measure the delivery of electric energy to OPPD.

#### BILLING COMPONENTS

For facilities with less than 1000 kW of generating capacity:

Service Charge: \$4.00 per Meter per month

Energy Credit:

OPPD will pay the Customer based on the type of metering installed as follows:

No Meter: No Rate

	Summer (June 1 – Sept. 30)	Non-Summer (Oct. 1 – May 31)
All Hours	4.00 cents/kWh	3.52 cents/kWh
<u>Time of Day</u>	Summer (June 1 – Sept. 30)	Non-Summer (Oct. 1 – May 31)
On-Peak Hours: 6:00AM – 10:00PM M-F	5.40 cents/kWh	4.39 cents/kWh
Off-Peak Hours: All Other Hours	2.73 cents/kWh	2.73 cents/kWh

For facilities with 1000 kilowatts or more of generating capacity, the rate will be based on OPPD's avoided costs and will be established for each facility.

#### ADMINISTRATIVE

Special Conditions

A written agreement between the Customer and OPPD is required. OPPD will not operate in parallel without a contract.

The Customer will pay for the additional equipment required for parallel operation and installation costs, as outlined in the agreement, before the initiation of parallel operation.

The interconnection of this equipment with OPPD's system must meet the standards specified in the OPPD 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. 461

### Fuel and Purchased Power Adjustment

#### APPLICABILITY

This Rider Schedule is applicable to all Customers throughout OPPD's Service Area that take electrical service under OPPD's Rate Schedule Nos. 110, 115, 226, 230, 231, 232, 236, 245, 250, 350, 351, or 357.

This Schedule applies an adjustment per kilowatt-hour to all retail and municipal service energy sales to reflect changes in fuel and purchased power expenses that are above, or below, the Fuel and Purchased Power Base Rate.

#### BILLING COMPONENTS

##### FPPA Charge:

The Customer's monthly bill will reflect a Fuel and Purchased Power Adjustment (FPPA) applied to the monthly kilowatt-hour usage.

##### FPPA Annual Calculation

The FPPA is calculated as follows:

$$FPPA = \frac{NEC - O}{S} - F$$

Where:

NEC = Annual Budgeted Net Energy Costs = (FC + C + PP - OSSR)

- FC = Fuel Costs: These are the costs incurred to support the generation of electricity
- C = Consumables: Materials that are used or depleted as part of the generating process and vary with each kilowatt-hour produced
- PP = Purchased Power Costs: Costs from Southwest Power Pool transactions associated with purchase of power
- OSSR = Off-System Sales Revenue: Revenues from Southwest Power Pool transactions associated with off-system sales

O = Over/Under Balance: For any given period, the Over/Under variance is the difference between the actual net energy costs and the revenue generated by the FPPA Base Rate plus the FPPA in effect during the period

S = Actual Budgeted Energy Sales: Budgeted kilowatt-hour sales to retail and municipal service customers

F = Fuel and Purchase Power Base Rate: The portion of the energy charge component of the applicable OPPD Rate Schedules that recovers the net costs of fuel, purchased power, off-system sales and related consumable costs. For all applicable Rate Schedules, the Fuel and Purchased Power Base Rate is 1.951 cents per kilowatt-hour

OPPD will adjust the FPPA annually on January 1<sup>st</sup> of each year and will calculate the FPPA before that date. To facilitate that calculation, OPPD will establish its fuel and purchased power budget for the year in advance of January 1<sup>st</sup> of that year. The Over/Under Balance to be included in the FPPA will be the amount approximately three (3) months before January 1 of the upcoming year, plus the projected amounts for the remainder of the calendar year. The amount will be transferred from the Over/Under Balance to the FPPA. Accordingly, the Over/Under Balance will be adjusted by the amount to be included in the FPPA.

#### ADMINISTRATIVE

##### Special Conditions

OPPD reserves the right to modify the FPPA at any time, with approval of the Board of Directors.

##### Service Regulations

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

## RIDER SCHEDULE NO. 462

### Primary Service Discount

#### APPLICABILITY

This Rider Schedule is applicable to Customers taking single-phase or three-phase service from OPPD at a standard available voltage above 11,000 volts, provided there is only one transformation involved from an OPPD transmission voltage (above 60,000 volts) to the service voltage.

This Rider Schedule is not available to those Customers taking service under Rate Schedule Nos. 245, 250, or 261M.

#### BILLING COMPONENT

The monthly credit will be calculated as a percent of the monthly bill as determined by the applicable Rate Schedule:

<u>Delivery Voltage</u>	<u>Discount</u>
4,000 to 60,000	3%
60,001+	5%

#### ADMINISTRATIVE

##### Special Conditions

OPPD may change its standard delivery voltage to any affected Customer receiving a discount after advanced written notice. The Customer has the option to change their system to receive service at the new standard delivery voltage or to accept service without the Primary Service Discount after the change in delivery voltage through transformers owned by OPPD.

##### Service Regulations

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

## RIDER SCHEDULE NO. 464

### Standby Service

#### APPLICABILITY

This Rider Schedule is applicable to all Customers normally serving all or a portion of their own electrical or mechanical Load from Customer-Owned equipment when the sum of the combined nameplate rating of the primary generator(s) and the combined nameplate rating of the mechanical Load converted to Equivalent Electrical Load in excess of 25 kW. (The primary generator(s) and the Equivalent Electrical Load shall be referred to as "Units.")

This Rider Schedule does not apply to Units operated for emergency purposes, to Emergency Generating Unit(s), Auxiliary Generating Unit(s) operated as standby to the Customer's Units, or for Load not requiring Standby Service (Load is permanently isolated from OPPD's System), for shared service, or as leased capacity to OPPD under Rate Schedule No. 467L. This Rider Schedule is not mandatory for Customer-Owned renewable energy equipment.

#### BILLING COMPONENTS

*Standby Service Option No. 1* – Standby Service for the Customer's Units

*Standby Service Option No. 2* – Standby Service with separate status (on/off) metering of the primary, auxiliary, and mechanical generating unit(s):

#### Monthly Service Charge:

<u>Standby Service Option</u>	<u>Monthly Rate</u>
<i>Standby Option 1:</i>	No Rate
<i>Standby Option 2:</i>	\$45.45

#### Standby Charge:

<u>Electric Service Level</u>	<u>Standby Option 1:</u>	<u>Standby Option 2:</u>
Primary Level	\$5.08/kW of Contract Demand	\$5.08/kW of Contract Demand
Secondary Level	\$5.55/kW of Contract Demand	\$5.55/kW of Contract Demand

Rider Schedule No. 462 – Primary Service Discount does not apply to this Rider Schedule.

Determination of Contract Demand (Applies to Options 1 and 2)

Where OPPD is required to stand ready to supply Standby Service, the Contract Demand shall be equal to:

- (1) the Load normally isolated from OPPD's System by a throw-over switch and normally served by the Customer's equipment, and/or
- (2) the nameplate rating of the Customer's Primary Generating Unit(s) normally operated in parallel with OPPD's System if the nameplate rating of the Primary Generating Unit(s) is less than the maximum 15-minute peak Demand of the Customer's facility, or

(3) the maximum 15-minute peak Demand of the Customer's facility if the nameplate rating of the Primary Generating Unit(s) normally operated in parallel with OPPD's system is greater than the maximum 15-minute peak Demand of the Customer's facility, whichever is applicable.

The Customer may arrange for OPPD to supply Standby Service for a portion of the Load normally isolated from OPPD's System with a throw-over switch and normally served by the Customer's equipment. The Customer will furnish and install suitable switchgear to reduce Demand to the Contract Demand level when the Customer's Demand exceeds the Contract Demand during an outage of the Customer's equipment. The switchgear furnished by the Customer shall be approved by OPPD and will be under exclusive OPPD control.

#### Demand and Energy Charges (Applies to Options 1 and 2)

The charges, as determined under the regular Rate Schedule, apply to the service rendered.

However, if an increase in Billing Demand occurs in the current billing period as a result of a total outage of one or more of the Customer's primary or mechanical generating unit(s) and the failure of the auxiliary unit(s) to operate as back-up to the primary unit(s) or the Equivalent Electrical Load, the current month's Standby Charge will be reduced. The reduction will be based on the difference between the Billing Demand, as determined from the highest actual Meter reading occurring during such outage interval, and the Billing Demand, as determined from the Reference Demand.

The Reference Demand is the highest Demand resulting from any 15-minute Meter reading occurring during the current billing period being reduced by any portion of the Customer's Contract Demand not served by the Customer's equipment during such 15-minute period. The resulting Reference Demand will not be established higher than the original 15-minute Meter reading.

If, in the current billing period, the actual metered Demand during such outage interval is greater than the maximum metered Demand during any non-outage period, the Reference Demand will be used in the determination of charges for the next 11 months.

#### Standby Service Option No. 3 – Waiver of Standby Charge by designation of a Firm Demand:

##### Standby Charge:

Electric Service Level

Standby Option 3:

Excess Demand Charge

Applies

Rate Schedule No. 462 – Primary Service Discount does not apply to this Rate Schedule.

#### Demand and Energy Charges (Applies to Option 3)

The charges as determined under the regular Rate Schedule applicable to the service rendered with the exception that the Demand used to calculate the monthly bill will be determined as outlined in the "Determination of Billing Demand" clause within this Rate Schedule.



Excess Demand Charge (Applies to Option 3)

The current levelized cost of a combustion turbine peaking unit, including fixed capital and operation and maintenance cost. 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 Excess Demand.

Designation of Demand (Applies to Option 3)

The Customer must (1) designate a Firm Demand for the facility to be served under this Rate Schedule and (2) declare the nameplate rating of the Customer's Units.

If the maximum potential Demand of a Customer's facility exceeds the supply capability of OPPD's electrical network at that location, the Customer will furnish and install suitable switchgear to limit Demand to a level determined by OPPD. This level will be no less than the Firm Demand level.

Determination of Billing Demand (Applies to Option 3)

The Customer's monthly Billing Demand will be determined by (a) the Power Factor-adjusted Demand, as calculated in the "Determination of Demand" clause in the applicable Rate Schedule subject to Demand minimums, or (b) the Firm Demand, whichever is greater.

Determination of Excess Demand Charges (Applies to Option 3)

If the Customer's Power Factor adjusted Demand exceeds the Firm Demand during the On-Peak Periods of any calendar year, the Customer will be assessed the Excess Demand Charge for the difference between the Firm Demand and the Power Factor adjusted Demand in the current month. The Excess Demand Charge will be assessed only once for each kW for which the Power Factor Adjusted-Demand exceeds the Firm Demand during the On-Peak Periods in any calendar year.

Minimum Monthly Bill

The minimum monthly bill from the regular Rate Schedule, applicable to the service rendered, plus the charges for the applicable Standby Service Option.

ADMINISTRATIVE

Schedule Duration:

A minimum of three years, pursuant to a written agreement. Said agreements, at their expiration dates, will automatically be renewed for additional two-year periods unless cancelled by written notice by either party at least six months before the expiration dates.

Customers may elect to take service under a different Standby Service Option only after the current option has been in effect for at least 12 months. The Customer will provide written notice to OPPD of their intention to change options sixty (60) days before the proposed effective date of such change.

For those Customers whose Contract Demand is determined according to Condition No. 1 or Condition No. 3 in the "Determination of Contract Demand" clause within this Rate Schedule, the level of the Contract Demand will be reviewed annually.

For Standby Service Option No. 3, the Firm Demand may be decreased only after the current Firm Demand has been in place for at least 12 months. The Customer will provide written notice to OPPD of their intention to decrease the Firm Demand 30 days before the proposed effective date of such decrease.

The Firm Demand may be increased according to the following conditions:

1. For increases in the Firm Demand that are greater than 20 MW, the Customer will provide written notice to OPPD of their intention to increase the Firm Demand at least six months before the proposed effective date of the increase.
2. For increases in the Firm Demand that are less than or equal to 20 MW, the Customer will provide written notice to OPPD of their intention to increase the Firm Demand at least three months before the proposed effective date of the increase.

#### Definitions

*Contract Demand:* The nameplate capacity of the Customer's Primary Generating Unit(s) or the Equivalent Electrical Load normally isolated from OPPD's System and served by a Customer's generating equipment.

*Equivalent Electrical Load:* The electrical power required to operate mechanical Load at the nameplate horsepower. One horsepower will be converted to Equivalent Electrical Load using an 85% efficiency. (One horsepower mechanical equals 877 watts electrical.)

*On-Peak Periods:* Monday through Friday between the hours of 12:00 P.M. and 10:00 P.M. during the months of June, July, August, and from September 1 through September 15, excluding Federal Holidays.

*Firm Demand:* The Demand to be served by OPPD that the Customer expects to be served by OPPD in normal operation during the On-Peak Periods.

*Excess Demand:* The amount of the Customer's Demand served by OPPD that exceeds the Firm Demand during the On-Peak Periods.

#### Special Conditions

OPPD will not be required to furnish more than one Standby Service Option for a Customer taking service at one location.

OPPD will not be required to furnish duplicate service hereunder.

The Customer shall reimburse OPPD for all metering and switchgear equipment and the maintenance of such equipment necessary to administer this Rate Schedule.

Any metering and switchgear equipment installed, for purposes of this Rate Schedule, on the Customer's side of the Meter by the Customer must be approved by OPPD and must be installed and maintained to provide a safe environment for OPPD's and Customer's personnel.

Any metering and switchgear located on the Customer's side of the Meter must be inspected by OPPD and tested before being energized and tested once a year after that with the results of the tests reviewed and approved by OPPD.

All installations must be in conformance with the National Electrical Safety Code.

OPPD will not be liable for any damage to a Customer's equipment due to the failure of any metering or switchgear installed by the Customer on the Customer's side of the Meter.

#### Service Regulations

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

## RIDER SCHEDULE NO. 467 & 467H

General Service/Large General Service – Curtailable  
(Currently Unavailable for New Customers)

### 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 100 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. 355, 464, or 467L.

### BILLING COMPONENTS

Monthly Service Charge: \$84.70 per month

Curtailment Credit:

Option	467	467H
Minimum Demand	100 kW – 9,999 kW	10,000+ kW
Capacity Curtailment Only (Max. 100 hours per year)	\$4.67 per kW	\$4.96 per kW

#### 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).

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), 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 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-rated 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 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.

### *Curtailment Period:*

*Capacity Curtailment:* May only occur when OPPD's projected Load is within 95% of the Deficit Load Condition, as determined 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 NERC Holidays. There is a maximum of 100 hours of Capacity Curtailment during a contract year.

*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 Curtailment Period will not exceed ten (10) hours.

*Curtailment Notification:* The Customer will be notified at least four (4) 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.

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 Change Curtailment Agreement

Annually, the Customer may make changes to 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 curtailment for the following calendar year.

### Rider Schedule Period

This Rider Schedule Duration is three (3) years. The terms of any Curtailment Agreements hereunder will expire at their expiration dates.

#### 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 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 Rider Schedule 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).

#### 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 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 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. 467E & 467V**

General Service – Emergency/Volunteer Curtailable  
(Currently Unavailable for New Customers)

**APPLICABILITY**

This Rider Schedule is applicable to all Customers throughout OPPD's Service Area taking service under Rate Schedule Nos. 231, 232, 245, or 250 that may voluntarily curtail a minimum of 100 kilowatts of Demand at one service location when requested by OPPD.

A Customer can only take service under Option E or Option V, not both.

**BILLING COMPONENTS**

Curtailment Credit Per Event

<u>Option</u>	<u>Amount</u>
467E	\$10.25 kW/day
467V	\$5.12 kW/day

At the end of each billing period, including a Curtailment Period, OPPD will determine the amount of Curtailed Demand during that month.

**ADMINISTRATIVE**

Curtailment Period

OPPD has the option of declaring a Curtailment Period, whether Emergency or Voluntary, at OPPD's sole discretion during the period of June 1 through September 15.

The duration of any curtailment will not exceed eight (8) hours per day. Curtailment Periods will only occur from 12 P.M. to 10 P.M.

Curtailed Demand

The Demand (a minimum of 100 kilowatts) the Customer agrees to have available for the Curtailment Period when provided with a one-hour notification. This Load can be curtailed and/or served by the Customer's Emergency Generating Units.

OPPD will determine the Customer's Curtailed Demand during each billing period. This will be based on a comparison of the Load that would normally be placed on OPPD's system by the Customer during peak conditions with the Customer's Load observed during the Curtailment Period(s). A review of the Customer's actual Load profiles will be used for this comparison.



#### Curtailment Notification

Customers will be requested to curtail Demand with not less than one (1) hour notice from OPPD. Curtailment requests are at the sole discretion of OPPD.

OPPD will provide official notification of a curtailment request by email and will follow up on the email notification 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 Customer's primary and secondary contacts.

The Customer's primary or secondary contacts will indicate acceptance of OPPD's curtailment request by email. This acceptance will be regarded as notification by the Customer of intent to curtail a minimum of 100 kilowatts of Demand for the duration of the Curtailment Period at the price per the applicable Curtailment Credit section of this Rider. The Customer's failure to respond to OPPD's curtailment request before the start of the Curtailment Period will be regarded as an indication by the Customer that they will not curtail.

#### Schedule Period

This Rider Schedule Duration is one year. The terms of any Curtailment Agreements hereunder will expire at their expiration dates.

#### Non-Compliance Penalties

Customers failing to curtail a minimum of 100 kilowatts of Demand for the duration of the Curtailment Period after notifying OPPD of their intention to curtail will forfeit any credits and may be removed from the Voluntary Curtailable Rider at the sole discretion of OPPD. For Emergency Curtailable Customers, failure to execute a request to curtail will also be considered non-compliance.

#### Metering

OPPD will provide the necessary Load profile metering equipment to administer this Rider Schedule.

#### Special Conditions

The terms and conditions of the appropriate standard Rate Schedule apply to the service rendered and 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 (Currently Unavailable for New Customers)

#### 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 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. 355 or 464.

#### BILLING COMPONENTS

Monthly Credit:

Capacity Credit:

\$4.60 per kW of Leased Capacity

Energy Credit:

25.00 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 from 12 P.M. to 10 P.M., Monday through Friday, excluding NERC Holidays.

#### Curtailment Notification

The Customer will be notified at least four (4) 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.

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

This Rider Schedule Duration is three (3) years. The terms of any Curtailment Agreements hereunder will expire at their expiration dates.

#### 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 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 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 scheduled maintenance to OPPD. The unavailability of generating facilities for 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.

## RIDER SCHEDULE NO. 469 & 469S

### General Service – Time-of-Use

#### APPLICABILITY

This Rider Schedule is applicable to all Customers throughout OPPD's Service Area taking service under Rate Schedule Nos. 231, 232, 245, or 250.

This Rider Schedule cannot be combined with Rider Schedule Nos. 464, 467, or 467L.

Option 469S is not available to Customers with a Billing Demand exceeding 150 kilowatts.

#### BILLING COMPONENTS

Monthly Rate: \$56.40

##### Determination of Billing Demand

The Billing Demand for the applicable Rate Schedule will be adjusted as specified by the Determination of Billing Demand section of this Rider Schedule.

For the summer months, defined as the billing months of June through September 15, will be the greater of:

- The highest On-Peak Demand during the current month or the preceding eleven (11) months, or
- 33% of the highest Off-Peak Demand of the current month, or
- The Demand minimum of the applicable Rate Schedule.

For the non-summer months, defined as the billing months of September 16 through May, will be the greater of:

- The highest On-Peak Demand occurring during the preceding June through September 15 time period, or
- 33% of the highest Off-Peak Demand of the current month or preceding 11 months, or
- The Demand minimum of the applicable Rate Schedule.

If the Demand is less than 85% of the Customer's highest 15-minute kilovolt ampere Demand, OPPD will increase the Demand under this Schedule by 50% of the difference between 85% of the kilovolt ampere Demand and the Demand as determined above.

## ADMINISTRATIVE

### Definitions

*On-Peak Demand:* The kilowatts of Demand as determined from OPPD's Meter for the 15-minute interval of the Customer's highest use during the billing period. The On-Peak Demand is set only between the hours of 12 Noon and 10:00 PM, Monday through Friday, from June to September, excluding Federal Holidays.

*Option 469S On-Peak Demand:* The kilowatts of Demand as determined from OPPD's Meter for the 15-minute interval of the Customer's highest use during the billing period. The On-Peak Demand is set only between the hours of 2:00 PM and 7:00 PM, Monday through Friday, from June to September, excluding Federal Holidays.

*Off-Peak Demand:* The kilowatts of Demand as determined from OPPD's Meter for the 15-minute interval of the Customer's highest use during the Off-Peak hours of the billing period. The Off-Peak hours are defined as all hours of the year not defined as on-peak hours.

### Special Conditions

OPPD reserves the right to limit total participation and total On-Peak Demand on this Rate Schedule.

Customers taking service on this Rider Schedule are not eligible to be on OPPD's level payment plan.

For a Customer requesting to start on this Rider Schedule during an Off-Peak billing period, October to May, without a previously established On-Peak Demand, the Billing Demand will be determined by OPPD until such time that an actual On-Peak Demand is established. Once an actual On-Peak Demand has been established, the criteria defined in the determination of Billing Demand will apply.

*Option 469S:* Any Customer that exceeds an On-Peak Demand of 150 kilowatts or an Off-Peak Demand of 457 kilowatts during two billing periods within a twelve (12) month period will not be eligible for this Rider Schedule and will not be able to take service under this Rider Schedule again for a period of twelve (12) months. At the end of the twelve (12) months and OPPD's discretion, if OPPD's annual review of the historical Load indicates the Customer can maintain a maximum Billing Demand of no greater than 150 kilowatts, the Customer may be allowed take service under this Rider Schedule.

### Service Regulations

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

SCHEDULE NO. 470

General – Customer Service Charges

APPLICABILITY

This Rider Schedule is applicable to all Customers, Contractors, and Developers for miscellaneous service operations.

BILLING COMPONENTS

Rates:

(470A): Activation Fee	
Non-landlords	\$ 22.50
Landlords	\$ 15.00
(470B): Reconnect Service after Delinquent Bill Disconnect	\$ 75.00
(470C): Disconnect following Unauthorized Reconnect – Each Occurrence	\$115.00
(470D): Field Collection Call – No Disconnect	\$ 30.00
(470E): Returned Payment Fee	\$ 30.00

(470F): Line Extension Charges (Residential)

Underground service to new apartment complexes will be \$30.00 per dwelling unit. All conduit and pull boxes are to be installed by the Customer.

200 Amp, 120/240 volt, 3-wire underground service in overhead areas will be billed at \$1,050.00 each. The Customer is required to install a secondary conduit from the overhead service pole or pedestal to the Meter.

320 Amp, 120/240 volt, 3-wire underground service in overhead areas will be billed at \$1,050.00 each. The Customer is required to install a secondary conduit from the overhead service pole or pedestal to the Meter.

Costs for underground dips exceeding 320 Amperes will be based on actual costs, plus overheads.

There is no charge to extend underground service to the closest Point of Entrance in Residential developments. Extensions beyond that point will be billed at \$8.25 per foot.

Underground service to new subdivisions of normal configuration will be \$1,500.00 per lot, where such lot is less than one acre, non-refundable. The Customer is required to install a secondary conduit from OPPD’s service pedestal stub-out to the Meter. Effective, January 1, 2017, all underground services to new subdivision lots of normal configuration, where such lot is less than one acre and signed under an Underground Service Agreement before December 31, 2013, the Customer is required to install secondary conduit from OPPD service pedestal stub-out to the Meter.

The charge for temporary single-phase overhead service will be \$326.00, including the activation fee.

The charge for temporary single-phase underground service will be \$130.00, including the activation fee.

Rerouting an existing underground service to accommodate homeowner property changes will be charged at \$19.62 per foot, with a \$200 minimum charge.

(470G): Farm Transfer Switch Charges to be Actual Cost Plus Overhead (ACPO)

200 Amp Transfer Switch – ACPO

400 Amp Transfer Switch – ACPO

(470H): Line Extensions and Temporary Service Disconnects Charges (General Service)

The underground service charge for new commercial or industrial developments for a primary backbone is \$4,060.00 per acre.

200 Amp – All standard voltages, commercial underground dip for single-phase service will be billed at \$1,975.00 each.

320 Amp – All standard voltages, commercial underground dip for single-phase service will be billed at \$1,975.00 each.

All three-phase underground commercial dips will be charged based on the estimated difference between underground costs vs. overhead costs.

The charge for temporary single-phase overhead service will be \$326.00, including the activation fee.

The charge for temporary single-phase underground service will be \$130.00, including the activation fee.

The charges for temporary service disconnects at the Customer's request will be as follows:

*Guaranteed Start Time:*

\$250 per hour on Saturdays.

\$375 per hour after 4:00 P.M. and before 9:00 A.M. on Monday through Friday.

\$500 per hour on Sundays and OPPD designated holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day after Thanksgiving, Christmas Eve and Christmas Day or the days these holidays are observed by OPPD.

There is no charge during all remaining hours.

(470I): The Tenant Attachment Fee

The annual tenant attachment fee for joint use of OPPD's poles is \$16.00 per attachment.

(470K): Miscellaneous Charges

Many of OPPD's Customer service charges are based on actual expenses incurred by OPPD. Examples of these charges include raising power lines for house moves, service reroutes, temporary relocations of systems during construction, emergency repairs of Customer-Owned equipment and, at OPPD's discretion, information requests that require extensive research. All of these charges will be billed at the utility's costs plus overhead.



(470L): Overhead Costs

All charges that are based on actual costs will include the current transmission and distribution overhead rate.

(470M): ~~Monthly Meter Reading Charge~~~~Special Meter Reading due to Inaccessible Meter / Non-Automated Meter Read Meter~~

~~The charge for Special Meter reading outside of the normal, automated Meter reading route due to an inaccessible or non-AMR (per reading). The charge for meter reading for Customers who have an inaccessible meter or elect to utilize meters that do not have two-way communications capability is \$50.00 per reading.~~

(470N): Non-AMI Meter Installation Charge

The installation charge for meters for customers not utilizing meters that have two-way communications capability is \$220.00 per installation.

ADMINISTRATIVE

Service Regulations

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

## RIDER SCHEDULE NO. 483

### Net Metering Service

#### APPLICABILITY

This Rider Schedule is applicable to all Customers in OPPD's Service Area with a Qualified Generator not taking service for the same Qualified Generator under Rider Schedule No. 355. This Rider Schedule is also not available to Customers taking service under Rate Schedule No. 357 – Municipal Service. Energy Storage systems capable of storing OPPD-supplied energy and exports that energy back to OPPD's system do not qualify.

DG Systems qualifying for Rider Schedule No. 483 shall not exceed 100kW in the aggregate system AC nameplate capacity, as determined by OPPD during the DG application and approval process.

#### BILLING COMPONENTS

Net Excess Generation Credit:

<u>Excess Generation</u>	<u>Summer (June 1 – Sept. 30)</u>	<u>Non-Summer (Oct. 1 – May 31)</u>
Per kWh	4.00 cents/kWh	3.52 cents/kWh

#### Determination of Customer Bill

The Customer can use Qualified Generator electrical output to supply all or a portion of the Customer's Demand and deliver the surplus to OPPD. At the end of the billing period, the net flow of the energy between the Customer and OPPD will be calculated, and the Customer's bill will be based on the net energy flow as follows:

- *Net flow from OPPD to the Customer:* The Customer will be billed for the net use at the monthly rate and based on the provisions included in the Customer's applicable Rate Schedule.
- *Net flow from the Customer to OPPD:* The Customer will be billed for the non-energy charges based on the provisions included in the Customer's applicable Rate Schedule and will receive a bill credit for the Net Excess Generation. If the bill credit is greater than the current month's billing, the Customer will carry an account credit balance for use in future months. At the end of the calendar year, any excess bill credits associated with Net Excess Generation will be paid to the Customer.

#### ADMINISTRATIVE

##### Definitions

*Net Excess Generation:* Production of more electrical energy than is consumed by the Customer during a billing period.

##### Special Conditions

Customers are responsible for Qualified Generator equipment and services required for interconnection. If desired, Customers are responsible for metering to measure the energy produced by the Customer's Qualified Generator. The Customer will maintain ownership of renewable energy credits associated with a Qualified Generator.

Customers taking service on this Rider Schedule are not eligible for OPPD's Level Payment Plan.

OPPD will provide, at no additional cost to the Customer, metering that is capable of measuring the flow of electricity in both directions. This equipment may be a single bidirectional Meter, smart Meter, two Meters, or another Meter configuration that provides the necessary information for service under this Rider Schedule.

#### Service Regulations

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

## RIDER SCHEDULE NO. 484

### Supplemental Distribution Capacity

#### APPLICABILITY

This Rider Schedule is applicable to all Customers throughout OPPD's Service Area taking service under Rate Schedule Nos. 231, 232, 245, 250 or 357.

#### BILLING COMPONENTS

A monthly charge based on the style of switch required to serve the Customer's Load:

<u>Switch Style Charge*</u>	<u>Amount</u>
PMH style ATO	\$665.00
Upright Gear Non-Split Bus	\$645.00
Upright Gear Split Bus-2 Sources	\$1,885.00

*\*If applicable, this can be divided among multiple Customers. Please refer to Special Conditions for more information.*

Distribution System Capacity Charge of \$1.41 per kilowatt of Demand

Demand will be determined from the "Determination of Demand" section of the applicable Rate Schedule.

OPPD will adjust the Demand when OPPD is requested to provide an additional source(s) of distribution capacity for partial Customer Load.

#### Minimum Monthly Bill

The Minimum Bill from the regular Rate Schedule applicable to the service rendered, plus the charges for the ATO Switch Charge and the Distribution System Capacity Charge, as applicable.

#### ADMINISTRATIVE

##### Rider Schedule Period

This agreement remains in place five years, with automatic renewal for additional one-year periods, as long as OPPD continues to provide the service as requested by the Customer under this Rider Schedule.

##### Service Provided

The Customer may request OPPD to provide an additional source(s) of distribution capacity to serve all or part of the Customer's Load as a contingency service when the normal distribution capacity is unavailable. OPPD may provide a manual throw-over switch for this service, or OPPD will provide an automatic throw-over (ATO) switch if the Customer requests the ATO. The ATO Switch Charge will not apply if a manual throw-over switch is provided.

Such additional source(s) of distribution capacity will be provided at OPPD's sole discretion if practical and safe, as determined by OPPD. Such service will not be provided if it would create an unusual hazard or interfere with the service provided to other Customers.

#### Disconnect Charge

Termination of service by a Customer at any time within the initial period under this Rider Schedule will not suspend or eliminate the ATO Switch Charge or the Distribution System Capacity Charge, specified above, for the months for which this service is terminated and will be applied to the final bill.

#### Special Conditions

All ATO switches for Customers will be supplied, installed, and maintained by OPPD.

If an ATO switch serves more than one Customer that has requested such service, the ATO Switch Charge will be divided equally among the Customers based on the number of Customers receiving such service. This calculation will be adjusted monthly if existing Customers discontinue service or if new Customers initiate service through this ATO switch.

Any investment required to connect the switch to the alternative distribution capacity source will be charged in accordance with OPPD's internal policies, including investments for new connections or upgrades to existing connections.

#### Service Regulations

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

## RIDER SCHEDULE NO. 500

### Community Solar

#### APPLICABILITY

This Rider Schedule is applicable to all Customers throughout OPPD's Service Area taking service under any Retail Rate Schedule.

#### BILLING COMPONENTS

Refundable Enrollment Deposit:

Residential Customers on Rate Schedules 110 and 115 will be charged a \$100 refundable enrollment deposit to begin participation under this rate Rider Schedule. All other Customer rates will be assessed a refundable enrollment deposit based on the greater of \$100 or a combination of the average usage of the rate class and the Community Solar subscription level as agreed upon in the Community Solar Service Agreement.

OPPD will refund this deposit if the Customer participates in this rate Rider Schedule for:

- Five (5) consecutive years for Rate Schedules 110 and 115
- Ten (10) consecutive years for Rate Schedules 226, 230, and 231
- Twenty (20) consecutive years for Rate Schedules 232, 245, 250 and 261M

If a Customer elects to end participation under this rate Rider Schedule before the above requirements, the refundable enrollment deposit will be forfeited.

Community Solar Charge:

Community Solar Charge = Market Based Value of Solar \* Subscription Level

#### ADMINISTRATIVE

Definitions

*Subscription Level:* Quantity of Community Solar Share(s).

*Community Solar Share:* 100 kWh per month.

*Market-Based Value of Solar:* Calculated on a per-share cost and is defined as the interconnected cost of the community solar Purchased Power Agreement (PPA), less the actual hourly community solar production from the prior year valued at the corresponding Southwest Power Pool (SPP) day-ahead hourly prices, less the accredited capacity assigned by SPP to the community solar facility(s) valued at the annual levelized value of OPPD's next marginal generation capacity.

Special Conditions

Service under this Rider will be limited to the aggregate amount of generation available by all community solar PPAs.

The Community Solar Service Agreement may be revised periodically by OPPD.

The Community Solar kWh Charge will be updated annually, as stated in the Community Solar Service Agreement.

#### Service Regulations

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



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

Ladies and Gentlemen:

As requested by the Board of Directors and Management of the Omaha Public Power District (the District), I have reviewed the District's proposed 2025 Mid-Year Revisions to Service Regulations & Schedules. I understand that there are three proposed revisions at this time:

- Elimination of the declining block rate ("DBR") structure on rate schedules 110 Residential Service, 115 Residential Conservation Service, 230 General-Service – Non-Demand, and 231 General Service – Small Demand.
- Elimination of the Energy Management Credit ("EMC") on rate schedules 110 Residential Service and 115 Residential Conservation Service.
- Update of the rider schedule 470 General – Customer Service Charges to assess fees for customers who opt-out of participating in the smart meter program.

The Brattle Group undertook a comprehensive assessment of OPPD's entire book of tariffs in May 2024, and recommended the elimination of the declining block rates and the energy management credits, at the time of this assessment. Introduction of additional fees for customers who opt-out of smart meter deployments is a common practice that ensure that the costs of this decision is entirely borne out by the customers making this decision. I fully support these three proposed revisions and find that they are fair, reasonable and non-discriminatory. Below, I explain why I find these actions appropriate to pursue.

#### 1- Elimination of Declining Block Rates

The District is proposing to eliminate all summer and non-summer DBR's in the District's rate schedules and replace them with a single energy rate for all levels of usage. This is a proper course of action in the path to modernization of the rate designs, because DBRs are not cost-reflective rate designs. The cost of producing and delivering electricity does not necessarily decrease with larger amounts of consumption. In fact, higher consumption/demand may drive the cost of electricity production and delivery to the extent that it triggers new capacity and grid investments. Declining rates became popular during the first wave of



electrification early in the 20th century and allowed the utilities to become more competitive with other energy sources by giving larger users a lower marginal price. After the oil embargo of 1973, the trend started to shift towards inclining block rates, which involve charging customer higher rates as the consumption levels increase. Inclining block rates are similarly not cost-reflective and do not yield efficient price signals. Through this rate design, utilities expected to achieve conservation, as the larger users would see higher marginal prices. However, block rates served their purpose during a different energy era and should be eliminated in favor of flat or preferably time-based rates.

Timing of this elimination is ripe because the District is making steady progress with the deployment of smart meters, which will enable the implementation of time varying rates among other benefits. As the District explores these rates to provide more efficient price signals and bill savings opportunities for its customers in the future, removing the DBRs now will help streamline the transition to time-varying rates. From a customer experience perspective, it will be simpler to explain the expected bill impacts from a flat rate to a time-varying rate than to explain a transition from a declining block rate to a time-varying rate.

Based on the District's bill impact analysis, 66% of the residential customers and 89% of the commercial customers are expected to experience bill decreases. While the DBR elimination is a favorable outcome for majority of the customers, there will be customers who experience bill increases due to the revenue neutrality condition. These customers are more likely to be larger users of electricity, as they would be losing the lower rate tiers as their usage levels increase. Even though this may seem like an undesirable development, it is important to remember that these larger customers have been paying less than their fair share of the system costs under the declining block rate structure. Elimination of DBR will address this issue and improve the fairness of cost recovery practices.

I understand that the OPPD is proposing to implement the DBR elimination for residential customers as of October 1<sup>st</sup>, 2025, and for commercial customers as of January 1<sup>st</sup> 2026. The latter implementation date for commercial customers is to allow them to incorporate the bill impacts of the DBR elimination in their budgeting process for the coming year. This is a sound approach that will ease the transition for the commercial customers. It is common for implementation dates for programs and rates to differ for different customer classes, based on implementations in other jurisdictions.

I have recently testified on a similar transition on behalf of Interstate Power and Light ("IPL"), and the Iowa Utilities Board approved the elimination of DBRs from IPL's rate structures for small and general service customers. Similarly, I fully support the District's proposed revision which involves the elimination of declining block rates from its rate schedules.

## 2- Elimination of Energy Management Credit ("EMC")

I understand that the EMC is a \$2.07 bill credit issued to Residential Customers who use between 100 and 400 kilowatt-hours in the summer months. Based on our discussions with the District's rate team, I

concluded that this credit does not have a cost of service justification, and has not been updated since 2004. As part of a rate modernization effort, it is important to ensure that all of the redundant tariffs and rate components are eliminated to minimize customer confusion and to provide administrative simplicity. Elimination of EMC will serve this purpose, and represents a necessary step as part of the District's rate modernization efforts.

I support the District's proposed elimination of the EMC.

### 3- Introduction of a Smart Meter Opt-out Fee

The District is proposing a one-time \$220 meter exchange fee and a \$50 monthly recurring fee for those customers who opt out of new smart meter deployment. The basis for this fee is to recover the cost of maintaining systems and assets that support the digital non-communicating meter technology from those who choose to continue to use that vintage of equipment. As of April 2025, at least 25 U.S. state regulatory commissions approved the charging of one time meter set up fee and a monthly recurring fee for those customers who opt-out of meter deployments. This practice is just, fair and reasonable, and ensures that additional costs caused by the opting-out customers are only borne by those customers.

I support the District's introduction of a one time meter exchange fee and a monthly recurring fee for those customers who opt out of new smart meter deployment.

As always, I appreciate the opportunity to serve the District. I would be happy to discuss any questions concerning this review at your convenience.

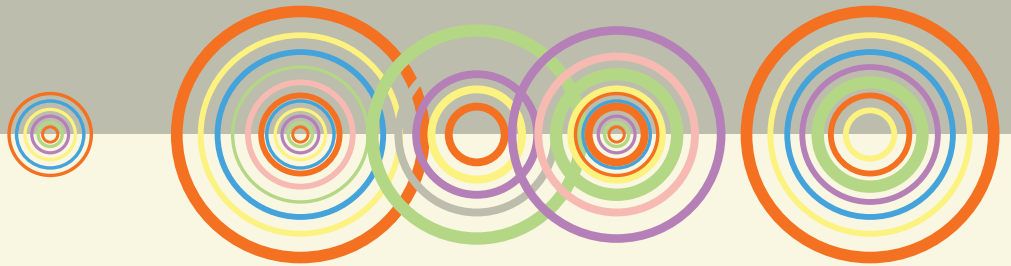
Respectfully yours,

Sanem Sergici, Ph.D.  
The Brattle Group  
Principal



# AMI OPT-OUT SERVICE CHARGE

➤ 5.13.25 ➤



Brad R. Underwood  
Vice President and Chief Financial Officer



# ADVANCED METERING INFRASTRUCTURE (AMI) OPT-OUTS

## Basis of Change

OPPD has historically provided customers with the option of special meters to provide flexibility.

As OPPD transitions to AMI, additional cost considerations have been identified to reflect this transition to continue to provide the same customer flexibility.

The Brattle Group encourages continuing the ability to allow customers the option to utilize basic meter technology.



# AMI OPT-OUTS

## Applicability

- AMI Meter Opt-Outs are for residential customers only
- Rider 470M (existing) will continue to charge for incremental meter reading costs. Language update only.
- Rider 470N (new) will be added to cover the upfront costs

## Opt-Out Rate Benchmarks

NPPD	0.01%
SRP	0.07%
SMUD	0.08%
Ameren	0.12%
Entergy	0.33%
PSEG	0.38%
Evergy	0.59%
OPPD Forecast	0.25%

# AMI OPT-OUT CHARGES



## Rider 470M – Monthly Meter Reading

### Recurring Charge - \$50

- Existing charge in the Service Regulations and Schedules
- Language update to include all non-standard meters (currently specifies inaccessible meter of non-automated meter read meter)
- Meter Reading Cost
- Customer Service & Admin

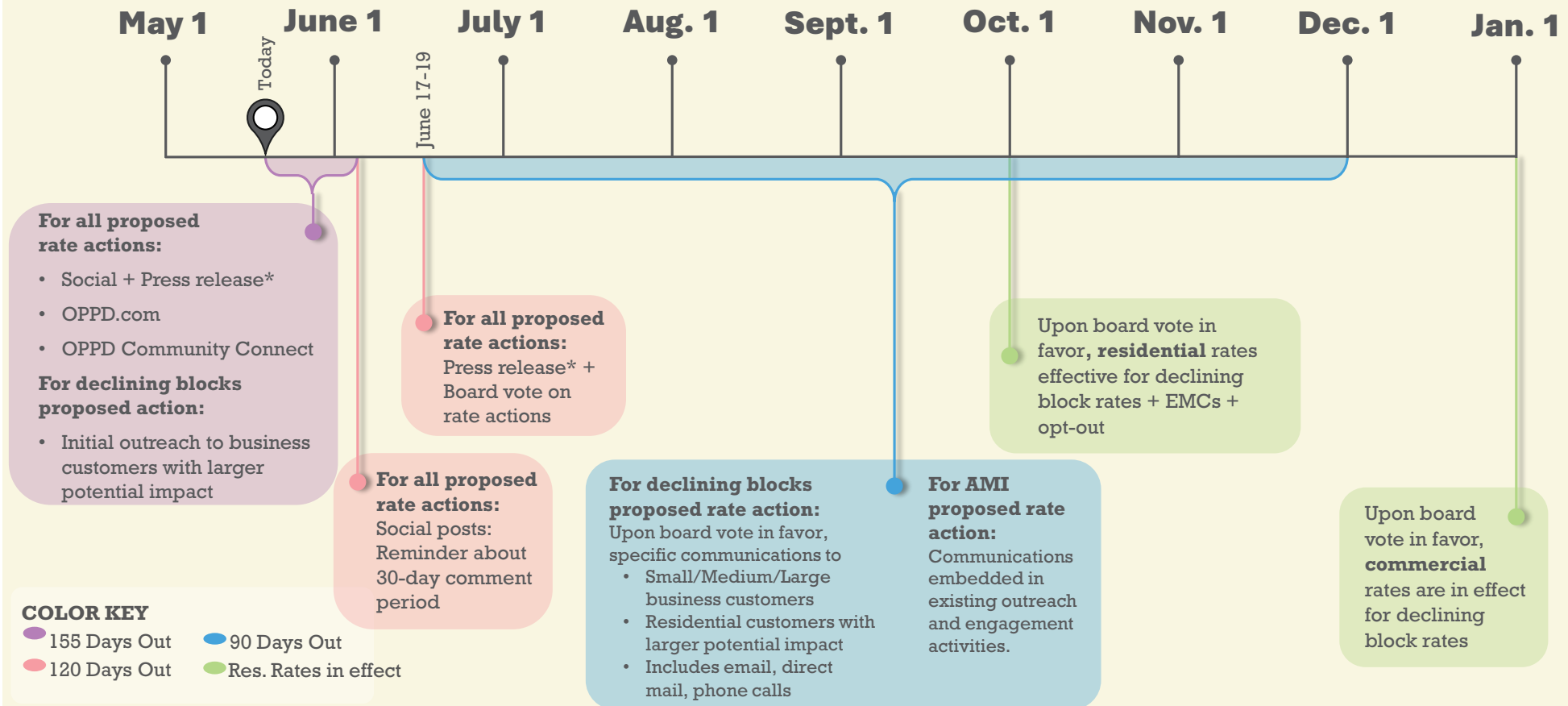
## Rider 470N – Non-AMI Meter Installation

### Upfront Charge - \$220

- New charge
- Customer System Costs
- Meter Costs
- Lock & Seal Costs
- Mailing Costs
- Special Meter Installation Cost

# CUSTOMER OUTREACH

## Declining Block Removal and AMI Opt-Out Service Charge





## Reporting Item

May 13, 2025

### ITEM

Advanced Metering Infrastructure Opt-Out Service Charge

### PURPOSE

Update Rider Schedule 470 General – Customer Service Charges to assess fees for customers who opt-out of participating in the smart meter program.

The proposed action is proposed to take effect October 1, 2025.

### FACTS

- a. In Q4 of 2025, the district will begin installing smart meters, a meter technology associated with its Advanced Meter Infrastructure (AMI) Program, across its service territory.
- b. The district currently allows customers to opt-out of the Automated Meter Read (AMR) meters that were supplied by the district.
- c. Currently, Rider Schedule 470M - Special Meter Reading due to Inaccessible Meter/Non-Automated Meter Read Meter assesses a monthly charge to customers if a meter is inaccessible or if customers opt-out of utilizing a non-ARM meter. Rider Schedule 470M, will be updated to a Monthly Meter Reading Charge to recover costs associated with manually reading meters that do not have two-way communication.
- d. The District is also proposing to add Rider Schedule 470N- Non-AMI Meter Installation Charge. The \$220 one-time charge is to recover the cost of installing a new non-communicating meter and maintaining systems and assets that support non-communicating meters for customers that opt-out of the AMI program.
- e. The Board of Directors' rate consultant, The Brattle Group, has reviewed the proposed changes and has issued an opinion stating they are fair, reasonable, and non-discriminatory.
- f. This revision to Service Regulations & Schedules will be presented during the May 13, 2025 All Committee Board of Directors' Meeting.
- g. This revision to Service Regulations & Schedules will be presented to the Board of Directors for approval during the June 19, 2025, board meeting.



RECOMMENDED:

DocuSigned by:  
*Bradley R. Underwood*  
D76A8627FE154F8...

Bradley R. Underwood  
Vice President and Chief Financial Officer

APPROVED FOR REPORTING TO BOARD:

Signed by:  
*L. Javier Fernandez*  
AC359FDCE56247E...

L. Javier Fernandez  
President and Chief Executive Officer

Attachment:

Service Regulations and Schedule  
The Brattle Group Opinion Letter



## Pre-Committee Agenda

### SYSTEM MANAGEMENT & NUCLEAR OVERSIGHT PRE-COMMITTEE MEETING WEBEX VIDEOCONFERENCE April 28, 2025, 3:00 – 4:30 P.M.

1. Safety Briefing (Pohl – 1 min)
  - a. Objective: Promote awareness of current safety focus.
2. Prior Month Pre-Committee Action Items (Pohl – 1 min)
  - a. Objective: Review and confirm prior pre-committee action items have been completed.
3. Discuss Board Policy Revisions: BL-8: Delegation to the President and Chief Executive Officer – Procurement; GP15 – Nuclear Oversight; and SD-4: Reliability (Focht – 10 min)
  - a. Objective: Confirm approach to revisions and answer Committee's clarification-focused questions.
4. Committee feedback on board presentation (Via – 5 min)
  - a. Objective: Committee members to provide feedback on the quarterly New Generation & Transmission presentation provided at the April all committee meeting.
5. \*\*Transmission and Substation Contract Alliance (Via – 10 min)
  - a. Objective: Discuss transmission and substation contract alliance and engineering certification.
6. Customer Projects (McAreavey – 15 min)
  - a. Objective: Provide an overview of customer projects.
7. Financial Stewardship Update (Underwood – 10 min)
  - a. Objective: Provide an update on the various organization-wide cost savings initiatives.
8. \*\*Advanced Metering Infrastructure (AMI) Update (Underwood – 10 min)
  - a. Objective: Provide an overview of program status, system integrations and Outage Management System implementation.
9. Fuels Update (Underwood – 10 min)
  - a. Objective: Provide an update on fuel efforts.
10. Board Work Plan – Systems Committee Items (Focht – 5 min)
  - a. Objective: Review current board work plan.
11. Summary of Meeting (Pohl – 1 min)

\*\* Indicates topic that will be included on all committee meeting agenda.

a. Objective: Summary of committee action items.

\*\* Indicates topic that will be included on all committee meeting agenda.



## Reporting Item

May 13, 2025

### ITEM

Nuclear Oversight Committee Report

### PURPOSE

The Nuclear Oversight Committee provides regular oversight of items related to Fort Calhoun Station (FCS).

### FACTS

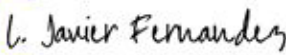
In addition to safe and secure dry cask storage of fuel, the required Preventative Maintenance tasks and Surveillance Tests, the following major decommissioning activities were conducted:

- a. Conducted radiological remediation of the containment interior and began post-remediation surveys to ensure required conditions are met.
- b. Completed radiological surveys of the auxiliary building which will allow backfill of the basement footprint to begin. This is a key step prior to demolition of the containment structure.
- c. The Decommissioning Oversight Committee (DOC) performed a remote check-in on project performance, providing challenges and opportunities to advance the project.

### RECOMMENDED:

Signed by:  
  
D028AD4392F3483  
Scott M. Focht  
Vice President – Corporate Strategy  
and Governance

### APPROVED FOR REPORTING TO BOARD:

Signed by:  
  
AC399FDC556247E  
L. Javier Fernandez  
President and Chief Executive Officer

TRV:tsu



# **FCS DECOMMISSIONING UPDATE**

# NEARING FINAL MILESTONES



August 2020

THEN  
&  
NOW

January 2025



# RISK REDUCTION

Completed activities reduce remaining project risk

- Used fuel has been moved to dry storage
- Reactor Vessel Internal (RVI) segmentation & disposal
- Reactor Vessel (RV) segmentation & disposal
- Containment interior demolition & disposal
- Support buildings & equipment demolition & disposal
- ~85-90% overall physical work completion
- Trust Fund for decommissioning and used fuel management is fully funded

# OVERCOMING CHALLENGES

## Examples of risks overcome throughout decommissioning

- Complexity of nuclear plant decommissioning projects
- COVID-associated cost & schedule impacts
- Inflationary pressures
- RVI, RV & other schedule challenges extending critical path
- Unplanned attrition of personnel throughout the project
- Weather – wind, hot/cold, rain/snow & flooding

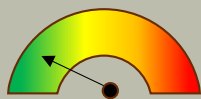


# REMAINING RISKS

## Radiological

- Focus areas: containment demo area, industrial area & remainder of site
- Discovery of unexpected conditions may impact schedule

Likelihood of discovery causing >1 month delay



Consequence to people and the environment



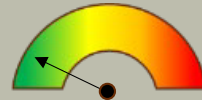
## Schedule

- Discovery of unexpected conditions
- Resource availability – people, equipment, regulatory capacity, etc.
- Weather

Likelihood substantial completion moves to 4Q26



Consequence of extending substantial completion



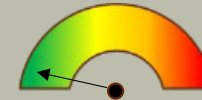
## Financial

- Discovery of unexpected conditions beyond contingency planning
- Schedule delays
- Inflation impacts & trust fund earnings

Likelihood of exceeding the original budget



Consequence to the overall funding plan



# FINISHING STRONG

## An unwavering commitment to SAFE project execution

- OPPD has not yet determined the future use of the Fort Calhoun Station land area
- As the District navigates future initiatives, all options are open





## Action Item

May 13, 2025

### ITEM

North Omaha Station Effluent Limitation Guidelines (ELG) Building and Equipment Installation

### PURPOSE

Issue a contract or contracts for installation labor and minor materials to install buildings and equipment supporting modifications to the North Omaha Station bottom ash dewatering system.

### FACTS

- a. Modifications to the North Omaha Station bottom ash dewatering system are required to comply with Environmental Protection Agency rules. The next phase of work involves the installation of buildings and a variety of equipment.
- b. The District's engineer has certified the complex and unique nature of the work and that use of the sealed bid process is impractical and not in the public interest.
- c. The District will solicit competitive proposals from qualified contractors. A negotiated contract will allow for the communication necessary to ensure bidders are qualified, achieve optimal pricing, allow for proper coordination of the complicated work sequence and implement acceptable risk mitigations.

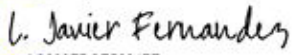
### ACTION

Approval of the Engineer's Certification and authorization for Management to negotiate and enter into a contract or contracts for labor and minor materials supporting installation of the North Omaha Station bottom ash dewatering modifications.

#### RECOMMENDED:

Signed by:  
  
8626AD439253483  
\_\_\_\_\_  
Scott M. Focht  
Vice President – Corporate Strategy  
and Governance

#### APPROVED FOR BOARD CONSIDERATION:

Signed by:  
  
AC398FDC56247E  
\_\_\_\_\_  
L. Javier Fernandez  
President and Chief Executive Officer

Attachments: Letter of Recommendation  
Engineer's Certification  
Legal Opinion  
Resolution



## MEMORANDUM

Date: May 1, 2025

UO-2025-005

From: S.A. Eidem

To: T. R. Via

Subject: North Omaha Station Effluent Limitation Guidelines (ELG) Building and Equipment Installation

### 1.0 GENERAL

The Omaha Public Power District (OPPD) is currently modifying the existing North Omaha Station bottom ash dewatering system to comply with the Environmental Protection Agency's Steam Electric Power Generating Effluent Guidelines – 2024 Final Rule. This modification requires the installation of new buildings and equipment including a clarifier, submerged flight conveyor, tanks, associated piping and supporting equipment. To date, OPPD has issued multiple contracts to relocate existing underground utilities, design, fabricate and procure equipment, and purchase a pre-manufactured building to erect around the clarifier.

To complete the next phase of work, OPPD intends to execute a multi-faceted contract covering a wide range of remaining work scope including rough grading, deep foundations, structural foundations, retaining walls, slab on grade, setting of the clarifier (supplied by others), building erection around clarifier (building supplied by OPPD), a chemical injection enclosure, process piping, building electrical system and tie-ins to multiple existing systems. An additional contract will be required later to fully integrate the existing submerged flight conveyor into the system.

The scope of work for this contract must be integrated with the work of other third-party contractors creating a complicated sequence of work that could result in significant delays if not carefully planned, coordinated and managed. In addition, this work will take place in a small footprint near existing equipment and truck traffic needed to maintain plant operations. Construction activities will need to be coordinated with OPPD plant operations to prevent injuries or damage to existing equipment.


While OPPD will seek competitive bids, it will be important to maintain meaningful communications with prospective bidders throughout the bidding process. The ability to negotiate will ensure bidders are qualified and capable, achieve optimal pricing, allow for proper schedule coordination of the complicated work sequence, and ensure the necessary terms and conditions are agreed upon with acceptable risk mitigations. Therefore, it is in OPPD's best interest to forgo the sealed bid process and negotiate a contract.

### 2.0 RECOMMENDATION

An Engineer's Certification of the facts listed above has been prepared and approval of that Certification is recommended.

T.R. Via  
Page 2 of 2  
May 1, 2025

We request the Board of Directors approve the Engineer's Certification and authorize management to negotiate and enter into a contract or contracts for the scope of work supporting installation of the North Omaha Station bottom ash dewatering modifications.

DocuSigned by:  


6FFDE74FFFE149D  
S.A. Eidem, P.E.  
Director, Engineering Services  
Utility Operations



## **ENGINEER'S CERTIFICATION**

The Omaha Public Power District (OPPD) is currently modifying the existing North Omaha Station bottom ash transport water (BATW) system to comply with the Environmental Protection Agency's Steam Electric Power Generating Effluent Guidelines – 2024 Final Rule. This modification requires the installation of new buildings and equipment including clarifiers, prefabricated chemical injection container, submerged flight conveyor, associated piping and supporting equipment. To date, OPPD has issued multiple contracts to relocate existing underground utilities, design, fabricate and procure equipment, and purchase a pre-engineered metal building to erect around the clarifier.

To complete the next phase of work, OPPD intends to execute a multi-faceted contract covering a wide range of the remaining work scope and involving a variety of construction disciplines such as grading, below grade foundations, concrete, mechanical, electrical, and building assembly. For the reasons explained further below, this variety of work is not well suited for the customary sealed bid process. OPPD will solicit proposals from qualified contractors to enable the successful supply, installation and construction necessary for a functional system.

The undersigned Professional Engineer employed by OPPD certifies that compliance with the sealed bidding requirements of the Nebraska statutes, specifically Nebraska Revised Statutes 70-637 to 639, is impractical and not in the public interest for the following reasons:

- The scope of work for this contract is unique in that it requires equipment components to be installed and integrated with the work of other third-party contractors, creating a complicated sequence of work that could result in significant schedule delays if not carefully planned, coordinated and managed.
- This scope of work and equipment installation will be completed in a congested area near existing plant equipment and truck traffic that must remain in operation except for limited outages specifically designed to tie in the new equipment. Construction activities will need to be coordinated with OPPD plant operations to prevent bodily injuries or damage to existing equipment.
- The use of a negotiated contract will provide OPPD with the ability to navigate a complex schedule with multiple suppliers and contractors, to properly coordinate the construction plan with plant operations, to ensure bidders are qualified and capable, to achieve optimal pricing, and to ensure the necessary terms and conditions are agreed upon with acceptable risk mitigation provisions.

Pursuant to section 70-637 of the Nebraska Revised Statutes, as amended, Omaha Public Power District's Board of Directors is requested to approve this Engineer's Certification and authorize Management to negotiate and enter into a contract or contracts with qualified contractors, without utilizing the sealed bidding requirements of sections 70-637 to 70-639 of the Nebraska Revised Statutes, for the scope of work supporting installation of the North Omaha Station bottom ash transport water modifications.

I, Ronald E. Stohlmann, registered Professional Mechanical Engineer in the State of Nebraska, certify the above to be true and correct to the best of my knowledge and belief.



*Ronald E. Stohlmann*

Ronald E. Stohlmann, P.E., PMP

*4-28-2025*

Date



**Stephen M. Bruckner**  
ATTORNEY  
402.978.5225  
sbruckner@fraserstryker.com  
fraserstryker.com

April 28, 2025

Omaha Public Power District  
444 South 16th Street  
Omaha, NE 68102

RE: North Omaha Station - Engineer's Certification related to bottom ash transport system project

Ladies and Gentlemen:

We have reviewed the Engineer's Certification of Ronald Stohlmann, a registered professional engineer in the State of Nebraska employed by the District. Mr. Stohlmann's certification states that the District is modifying the existing North Omaha Station bottom ash transport water (BATW) system to comply with the Environmental Protection Agency's Steam Electric Power Generating Effluent Guidelines – 2024 Final Rule. The next phase of the project will require a multi-faceted contract or contracts to integrate and assemble the components and equipment for the project. He further explains that scope of work for this project must be integrated with the work of other third-party contractors, creating a complicated sequence of work that could result in significant schedule delays if not carefully planned, coordinated, and managed. He further certifies that a negotiated contract will enable the District to implement this unique project and its complicated coordination, and ensure appropriate legal terms, including acceptable risk mitigation provisions. For these and other stated reasons, Mr. Stohlmann certifies that it would be impractical and not in the public interest to use sealed bidding for this project.

Section 70-637 of the Nebraska Revised Statutes authorizes the District's Board of Directors, by a two-thirds vote, to approve an Engineer's Certification for technologically complex projects for which sealed bidding would be impractical and not in the public interest, and to authorize the District to enter into a contract to complete the project. The District is required to advertise its intention to enter into any such contract in three (3) issues of a newspaper of general circulation within the District's service area, with not less than seven (7) days between issues. The contract cannot be entered into sooner than twenty (20) days after the last advertisement.

It is our opinion that Mr. Stohlmann's Engineer's Certification complies with Section 70-637 and is in a form that is appropriate for approval by the District's Board of Directors. Therefore, the Board of Directors may approve the Engineer's Certification and authorize Management to negotiate and enter into the necessary contract(s) for the scope of work supporting installation of the North Omaha Station bottom ash transport water modifications. We recommend that any such contract(s) be subject to review and approval by the District's general counsel.

Fraser Stryker PC LLO

500 Energy Plaza, 409 South 17th Street, Omaha, NE 68102 — TEL: 402.341.6000 — FAX: 402.341.8290



Page 2

Very truly yours,

A handwritten signature in blue ink, appearing to read "Stephen M. Bruckner", with a stylized flourish at the end.

Stephen M. Bruckner  
FOR THE FIRM

SMB:ecc



*Williams/Via*

**RESOLUTION NO. XXXX**

**WHEREAS**, the District is currently modifying the existing bottom ash transport water system at North Omaha Station to meet environmental regulations; and

**WHEREAS**, to complete the next phase of the work, OPPD needs to enter into a contract that involves a wide range of work scope and construction disciplines; and

**WHEREAS**, the District's Engineer has certified that this contract is unique in that it requires equipment components to be installed and integrated with the work of other third-party contractors, creating a complicated sequence of work that could result in significant schedule delays if not carefully planned, coordinated and managed; and

**WHEREAS**, the District's Engineer has further certified that this project will be performed in a congested area near existing plant equipment that must remain in operation, except for limited outages specifically designed to tie in the new equipment; and

**WHEREAS**, the District's Engineer has further certified that a negotiated contract will provide OPPD with the ability to navigate a complex schedule with multiple suppliers and contractors, to properly coordinate the construction plan with plant operations, to ensure bidders are qualified and capable, to achieve optimal pricing, and to ensure necessary contractual terms are agreed upon with acceptable risk mitigation provisions; and

**WHEREAS**, pursuant to Nebraska Revised Statute Section 70-637 (as amended), and upon approval of the Engineer's Certification by the Board of Directors, the District may negotiate and enter into a contract related to such project without sealed bidding.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the Omaha Public Power District that:

1. The Engineer's Certification requesting that the Board authorize Management to negotiate and enter into one or more contracts for the scope of work supporting the installation of the North Omaha Station bottom ash transport water modifications, without compliance with the sealed bidding provisions of Sections 70-637 to 70-641 of the Nebraska Revised Statutes, is hereby approved.

2. Management is hereby authorized and directed to negotiate and enter into one or more contracts with a qualified contractor for all installation and construction services associated with the North Omaha existing bottom ash transport water system, as described herein and in the Engineer's Certification, subject to review and approval of the final contract(s) by the District's General Counsel.

3. The notice required by Nebraska Revised Statutes Section 70-637 shall be published in the Omaha World Herald, or other similar newspaper of general circulation.

DRAFT



## Action Item

May 13, 2025

### ITEM

Transmission and Substation Contract Alliance – Engineer's Certification

### PURPOSE

Board of Directors authorization to negotiate and enter into contracts for the material supply and construction of substation and transmission assets for projects awarded from 2025 through 2032.

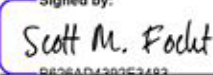
### FACTS

- a. OPPD intends to execute a large portfolio of transmission and substation infrastructure projects from 2026 through 2032. Completion of these projects is necessary to meet forecasted system load and reliability requirements based on system studies, customer agreements, new generation interconnections, and Southwest Power Pool (SPP) requirements.
- b. Due to the scale and complexity of the portfolio of work, early engagement of, and negotiations with a contractor are needed for successful outage coordination and constructability optimization of engineering designs.
- c. Due to the complex and expansive nature of the transmission and substation infrastructure portfolio from 2026 through 2032, the District's engineer has certified that compliance with the sealed bidding provisions of the Nebraska Revised Statutes Sections 70-637 through 70-639, as amended, would be impractical and not in the public interest for these projects.


### ACTION

Approval of the Engineer's Certification and authorization for Management to negotiate and enter into contracts for materials, services and construction labor for substation and transmission assets, including supporting and significant related distribution facilities where contracts will be awarded from 2025 through 2032.

### RECOMMENDED:

Signed by:  
  
B626AD4360E3483  
Scott M. Focht  
Vice President – Corporate Strategy  
And Governance

### APPROVED FOR BOARD CONSIDERATION:

Signed by:  
  
AC300FDCE66247E  
L. Javier Fernandez  
President and Chief Executive Officer

TRV:sjh

Attachments: Letter of Recommendation  
Engineer's Certificate  
Legal Opinion  
Resolution



## MEMORANDUM

Date: April 25, 2025

From: S. J. Hanson

To: T. R. Via

Subject: Transmission and Substation Contract Alliance – Engineer's Certification

### 1.00 GENERAL

OPPD is actively planning and designing 255 miles of new and rebuilt transmission line, 14 new substations, and 25 substation expansions to be constructed in the next 7 years to support load growth, new generation resource connection, and increased reliability and resiliency across the service territory. This currently represents an approximate \$1.5 billion investment in OPPD's grid but will likely continue to increase as new projects are mandated via Southwest Power Pool (SPP).

Projects proposed in OPPD's footprint in the next 10 years represent a 400% increase in design and construction workload compared to the previous 15 years in which OPPD constructed and rebuilt 100 miles of transmission line. This is the most transformative change OPPD's grid will experience second only to the build out of the 345kV system in the 1970s with NC1 and Fort Calhoun Station.

OPPD intends to enter into contracts over the course of these projects for materials, services, and construction labor for the completion of transmission and substation assets including supporting and significant related distribution facilities. A negotiated contract process will allow OPPD to leverage contractor and supplier expertise to optimize the design and construction requirements, while mitigating schedule and outage sequencing risks through detailed communications during the negotiation phase.

With billions of dollars of projects being constructed in the region over the next decade, there is a major risk that contractors won't have resources to participate in a sealed bid RFP that limits their ability to modify start dates or project approach. Negotiated contract processes allow for rapid response to dynamic supply chain risks of material supply and ensure OPPD has the ability to react to a highly competitive labor market in sourcing construction contractors.


Compliance with the sealed bidding requirement of the Nebraska Statutes is impractical and not in public interest based upon the technical complexity and unique nature of this project portfolio. Use of negotiated contract processes will allow OPPD to take advantage of alternative contracting strategies, such as alliance contracts where resourcing is better enabled through forecasting, transparency, and communication with alliance contractors; or EPC approaches where warranted. Use of negotiated contract processes enables OPPD additional contract mechanisms to expedite material and construction schedules to support meeting project in service dates.

Therefore, it is in the District's and public's best interest to forgo the sealed bidding process. Instead, competitive bids will be sought through RFPs and negotiation processes. The contracts will be awarded to the suppliers with the best evaluated bids.

T.R. Via  
April 25, 2025  
Page 2 of 2

## 2.00 RECOMMENDATION

An Engineer's Certification documenting the above points in more succinct detail has been prepared. We recommend and request the Board of Directors approve the Engineer's Certification authorizing Management to negotiate and award competitively bid contracts for substation and transmission projects, including supporting and significant related distribution facilities where contracts will be awarded between 2025 and 2032.

Signed by:  
  
068F2EC202D0420  
Shane Hanson, P.E.  
Director Engineering  
Utility Operations

## **Engineer's Certification**

Omaha Public Power District (OPPD) intends to execute a large portfolio of transmission and substation infrastructure projects from 2025 through 2032. Completion of these projects is necessary to meet forecasted system load and reliability requirements based on system studies, customer agreements, new generation interconnection, and Southwest Power Pool (SPP) requirements.

OPPD will need to enter into contracts to procure material, equipment, and labor for those transmission and substation projects, including any supporting or significant distribution system assets. For the reasons explained further below, these projects are not well-suited for the customary sealed bid approach. OPPD will solicit proposals from qualified contractors and suppliers to enable the on-time delivery, completion, and commissioning of the transmission and substation projects. Some of the projects will require the use of a negotiated Engineer, Procure, and Construct (EPC) contract or similar competitive contracting approaches.

The undersigned Professional Engineer employed by OPPD certifies that compliance with the sealed bidding requirements of the Nebraska statutes, specifically Nebraska Revised Statutes 70-637 to 639, is impractical and not in public interest for the following reasons:

- Given the challenging scope of the transmission and substation projects contemplated for 2025 through 2032, it will be imperative to use a contractual approach that will present the best opportunity to achieve the multiple contemporaneous in-service dates. The use of negotiated contracting processes will enable OPPD to develop optimal pricing, navigate the uniquely complex purchasing obligations associated with concurrent projects of this magnitude, expedite materials and construction schedules, and obtain necessary contract terms, including risk mitigation provisions. Contracting expediency is of utmost importance to obtain long lead time transmission and substation equipment.
- Equipment purchasing and construction scheduling will be uniquely complex due to the extensive simultaneous outage requirements across OPPD's territory, the high volume of contemporaneous construction activities, and the increasing limits on outage availability in SPP. Construction contractors will need to be engaged early in the process to create a strategy for outage management, emergent system restoration, and risk mitigation. The strategy development will need to be part of the engineering process, and such needs are not well-suited for the sealed bid process.

- In the Midwest region, SPP and Mid-Continent Independent System Operator (MISO) have identified approximately \$40 Billion of transmission and substation projects with planned execution through 2032. The high volume of projects is creating a competitive market for qualified electrical contractors, which is further impacted by the shortage of qualified electrical workers in the industry. OPPD desires to limit the risk of construction contractor availability and will be seeking alternative approaches such as the use of contractor alliances, with multiple contractors, to help optimize design and construction efficiencies, mitigate construction risk, and maintain schedule.
- Governmental actions such as tariffs and 'Build America, Buy America' requirements are expected to increase pressure on already constrained supply chains for material and equipment. These actions have the potential to increase costs, lead times, and volatility due to the number of planned projects that will be competing for similar resources in the coming years. OPPD desires to limit the risk of material supply volatility and will be seeking to competitively bid equipment and material using alternative approaches.

Pursuant to section 70-637 of the Nebraska Revised Statutes, as amended, Omaha Public Power District's Board of Directors is requested to approve this Engineer's Certification and authorize Management to negotiate and enter into a contract or contracts with qualified contractors and suppliers between 2025 and 2032, without utilizing the sealed bidding requirements of sections 70-637 to 70-639 of the Nebraska Revised Statutes, for transmission and substation projects (including supporting and significant related distribution facilities), with such projects to be budgeted within OPPD's Corporate Operating Plans for those years.

I, Shane J Hanson, registered Professional Electrical Engineer in the State of Nebraska, certify the above to be true and correct to the best of my knowledge and belief.

Signed by:



800F2EC292D0429...

Shane J Hanson, P.E.

4/25/2025 | 10:09 AM CDT

Date





**Stephen M. Bruckner**  
ATTORNEY  
402.978.5225  
sbruckner@fraserstryker.com  
fraserstryker.com

April 3, 2025

Omaha Public Power District  
444 South 16<sup>th</sup> Street  
Omaha, NE 68102

RE: Engineer's Certification-Transmission and Substation infrastructure Projects,  
2026-2032

Ladies and Gentlemen:

We have reviewed the Engineer's Certification of Shane Hanson, an engineer employed by the District. Mr. Hanson explains that the District must execute a large portfolio of transmission and substation infrastructure projects from 2026 through 2032. These projects are necessary to meet forecasted system load and reliability requirements, customer agreements, new generation interconnection, and Southwest Power Pool (SPP) requirements. Mr. Hanson certifies it is imperative to use a contractual approach that will present the best opportunity to achieve multiple contemporaneous in-service dates, and a negotiated contract processes will enable the District to develop optimal pricing, expedite materials and construction schedules, and obtain necessary contract terms, including risk mitigation provisions. He states that contracting expediency is of utmost importance to obtain long lead time transmission and substation equipment, and explains that construction scheduling will be uniquely complex due to the high volume of construction activities, extensive simultaneous outage requirements across the District's service territory, and increasing limits on outage availability in SPP. For these and other reasons stated in the Certification, Mr. Hanson certifies that it is impractical and not in the public interest to utilize the statutory sealed bid process for these projects.

Section 70-637 of the Nebraska Revised Statutes authorizes the District's Board of Directors, by a two-thirds vote, to approve an Engineer's Certification when it is impractical or not in the public's interest to utilize sealed bidding, and to authorize the District to enter into a contract or contracts to complete the proposed project or projects. This authority is not limited to individual projects but may be applied to a group of projects such as those described in Mr. Hanson's Certification. The District is required to advertise its intention to enter into any such contract in three (3) newspapers of general circulation within the District's service area, with not less than seven (7) days between issues. The contract or contracts cannot be entered into sooner than twenty (20) days after the last advertisement.

It is our opinion that Mr. Hanson's Engineer's Certification complies with Section 70-637 of the Nebraska Revised Statutes and is in a form that is appropriate for approval by the District's

**Fraser Stryker PC LLO**

500 Energy Plaza, 409 South 17th Street, Omaha, NE 68102 — TEL: 402.341.6000 — FAX: 402.341.8290

April 3, 2025  
Page 2

Board of Directors. Therefore, the Board of Directors may approve the Engineer's Certification and authorize Management to negotiate and enter into the necessary contracts for equipment, material, and services to execute the portfolio of transmission and substation projects (including related distribution infrastructure) described in the Engineer's Certification. without utilizing the sealed bid process.

Very truly yours,



Stephen M. Bruckner  
FOR THE FIRM

SMB:sac  
3382489



*Williams/Via*

**RESOLUTION NO. XXXX**

**WHEREAS**, the District intends to execute a large portfolio of transmission and substation infrastructure projects from 2025 through 2032, including supporting our significant distribution system assets, in order to meet forecasted customer load growth and reliability requirements based upon system studies, new generation interconnections, and Southwest Power Pool ("SPP) requirements; and

**WHEREAS**, the transmission and substation infrastructure projects include approximately 255 miles of new and rebuilt transmission lines, 14 new substations, and 25 substation expansions, as well as other supporting and significant related distribution facilities; and

**WHEREAS**, the District's Engineer has certified that it is imperative to use a contractual approach that will present the best opportunity to achieve multiple contemporaneous in-service dates, and a negotiated contract process will enable the District to develop optimal pricing, navigate the uniquely complex purchasing obligations associated with concurrent projects of this magnitude, expedite materials and construction schedules, and obtain necessary contract terms, including risk mitigation provisions; and

**WHEREAS**, the District's Engineer has further certified that contracting expediency is of utmost importance to obtain long lead time transmission and substation equipment, and explains that equipment purchasing and construction scheduling will be uniquely complex due to the extensive simultaneous outage requirements across the District's service territory, the high volume of contemporaneous construction activities, and the increasing limits on outage availability in SPP; and

**WHEREAS**, the District's Engineer has further certified it is impractical and not in the public interest to utilize the statutory sealed bid process for these projects; and

**WHEREAS**, pursuant to Nebraska Revised Statute Section 70-637 (as amended), and upon approval of the Engineer's Certification by the Board of Directors, the District may negotiate and enter into a contract or contracts related to such projects without sealed bidding.

**WHEREAS**, recognizing the importance of transparent communication and oversight, the Board acknowledges that effective monitoring of and regular updates on the Transmission and Substation portfolio of projects is important for customer visibility and awareness.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the Omaha Public Power District that:

1. The Engineer's Certification requesting that the Board authorize Management to negotiate and enter into one or more contracts to provide all engineering, procurement, and construction of the transmission and substation infrastructure projects, as well as other supporting and significant related distribution facilities, as described therein, without compliance with the sealed bidding provisions of Sections 70-637 to 70-641 of the Nebraska Revised Statutes is hereby approved.

2. Management is hereby authorized and directed to negotiate and enter into a contract or contracts with a qualified contractor or contractors to provide all engineering, procurement, and construction of the transmission and substation infrastructure projects, as well as other supporting and significant related distribution facilities, as described herein and in the Engineer's Certification, subject to review and approval of the final contract(s) by the District's General Counsel.

3. The notice required by Nebraska Revised Statutes Section 70-637 shall be published in the Omaha World Herald, or other similar newspaper of general circulation.

4. Commencing with the Board of Directors' all committee meetings in June of 2025, and continuing thereafter on a regular basis (or more frequently as Management reasonably determines), Management and General Counsel shall provide updates periodically, in open or closed session, as appropriate, to inform the Board on the progress of proposal review, Management's evaluation, and contract negotiation status for the transmission and substation infrastructure projects and Management's prosecution of the work associated with such projects.



## Reporting Item

May 13, 2025

### ITEM

Advanced Metering Infrastructure ("AMI") Program Update

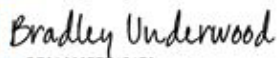
### PURPOSE

Provide the Board of Directors with an update on execution progress for the AMI ecosystem of technologies and to report key decisions made.

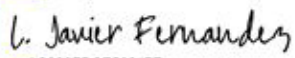
### FACTS

- a. The AMI Ecosystem program will enable two-way communication between OPPD operators and each customer meter, provide detailed energy usage data to help customers make informed decisions, improve account access and self-service, enhance reliability through grid situational awareness, provide better outage information, and set the stage for future interactive, customized products and service options.
- b. OPPD continues performing testing across the complex ecosystem of integrated technologies. OPPD will roll out the new supporting technology across multiple releases in 2025 and early 2026. The "Soft Launch" meter rollout for 10,000+ meters in the pilot areas is targeted to begin in the fall of 2025 and wrap up in early 2026.
- c. The first major release (1A) for the program will occur in June. Release 1A includes go-live for the new Meter Data Management System (MDMS) and new integrations with the Customer Care and Billing (CC&B) system. MDMS will be the repository for both existing AMR (Automated Meter Reading) and AMI meter data and will pass billing determinants to CC&B.
- d. Release 1B will occur in the fall of 2025 and will include the new Outage and Distribution Management System (OMS/DMS). This new system will provide enhanced functionality and situational awareness to operations and field personnel engaged in outage restoration and the operation, maintenance, and construction of the distribution grid.

RECOMMENDED:

DocuSigned by:  
  
076A0027FE154F8  
Bradley R. Underwood  
Vice President and Chief Financial Officer

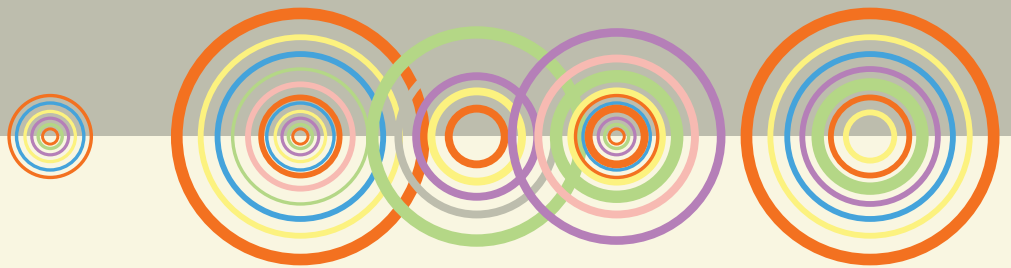
APPROVED FOR REPORTING TO BOARD:

Signed by:  
  
AC399F0CE50247E  
L. Javier Fernandez  
President and Chief Executive Officer

BRU: ats

# QUARTERLY AMI UPDATE BOD ALL-COMMITTEE MEETING

➤ 05/13/25 ➤



# AGENDA

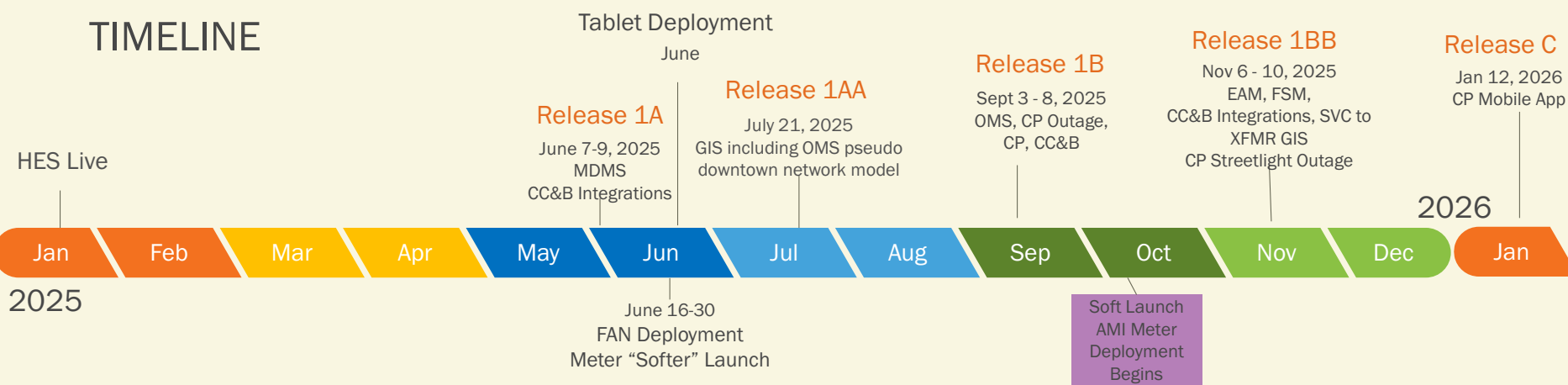
**May 13, 2025**

- AMI Program 2025 Release Schedule
- Release 1A: Meter Data Management System (MDMS) and Customer Care & Billing (CC&B)
  - What to expect
- Project Spotlight: OMS Overview & OCM

# AMI PROGRAM RELEASE SCHEDULE



## TIMELINE





# AMI PROGRAM- RELEASE 1A

## METER DATA MANAGEMENT SYSTEM (MDMS) AND CUSTOMER CARE AND BILLING (CC&B) INTEGRATIONS

### Why MDMS is Important

The Meter Data Management System (MDMS) serves as the central management tool that collects, validates, and processes meter data for billing, analytics, and operational decisions.

### Why CC&B Integrations is Important

CC&B Integrations enable Customer Care to connect with our customers on a new level. This will connect CC&B in new ways to other platforms in the AMI Ecosystem, providing CC&B with more energy usage data for billing. Key changes and enhancements include:

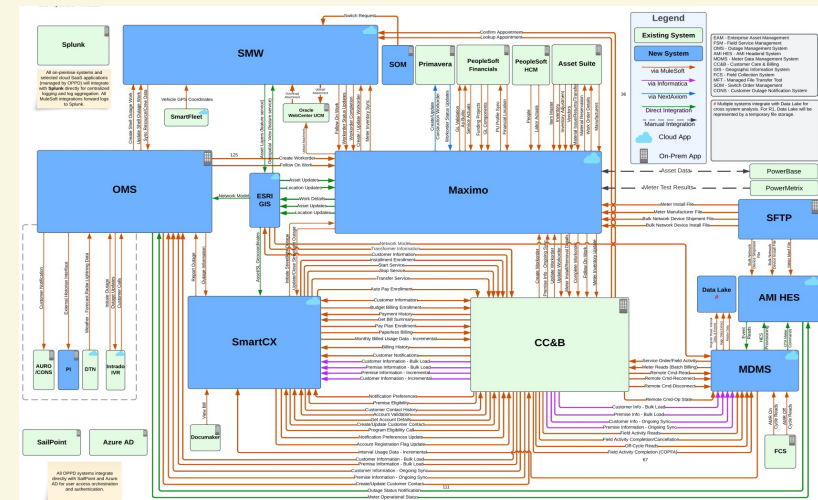
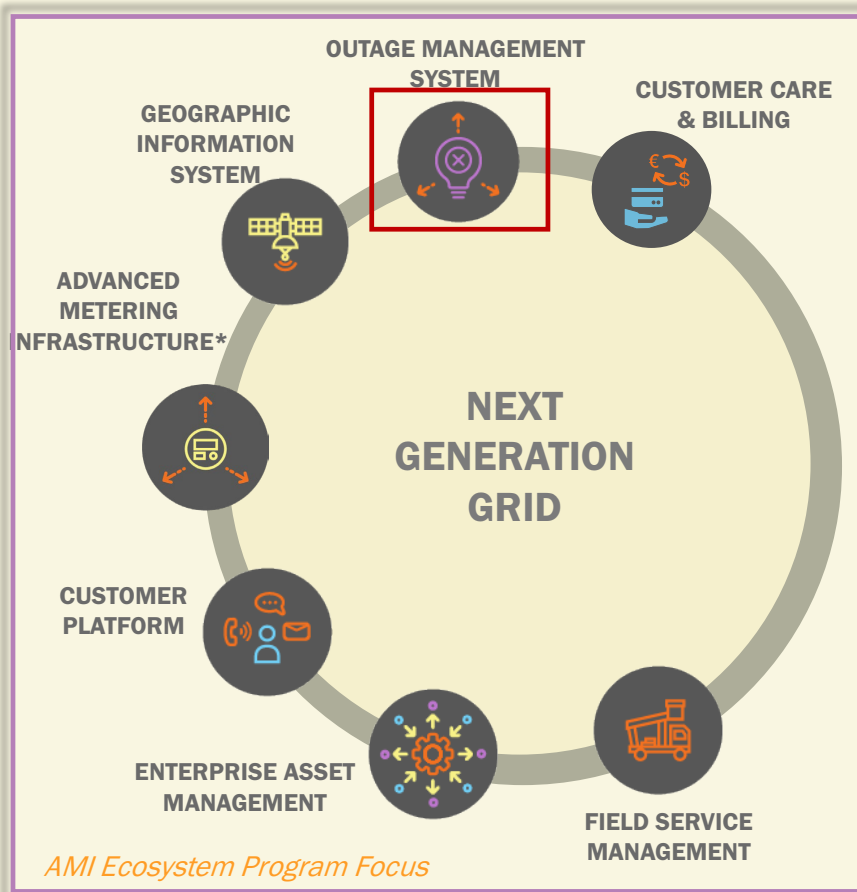
### Key Release 1A Functionality

- MDMS will be the repository for both AMR and AMI meter data and will pass billing determinants to CC&B
- Ability to remotely check whether a customer's meter is online (AMI meters only) from CC&B
- CC&B and the Meter Data Management System (MDMS) will sync requests for remote ON/OFF commands
- Validation, Estimation & Editing (VEE) process in MDMS
- Billing and billing updates are managed through CC&B.
  - Adjustments in MDMS are captured automatically via the Validation, Estimation & Editing (VEE) process (for AMI meters only) before billing occurs in CC&B.



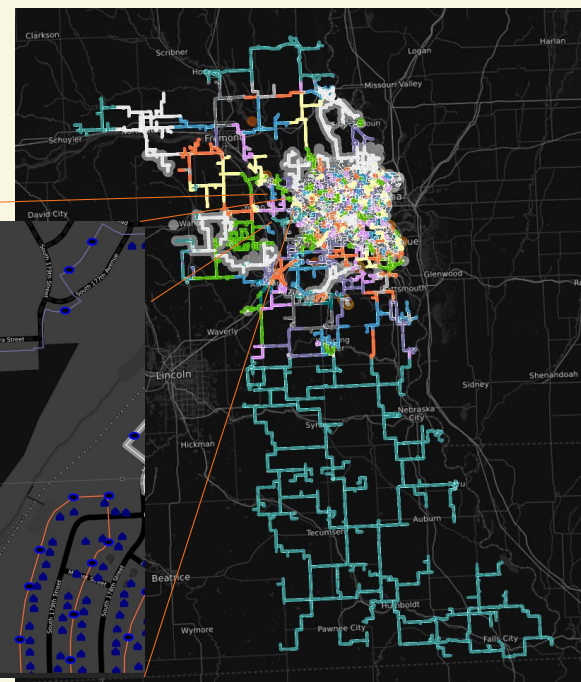
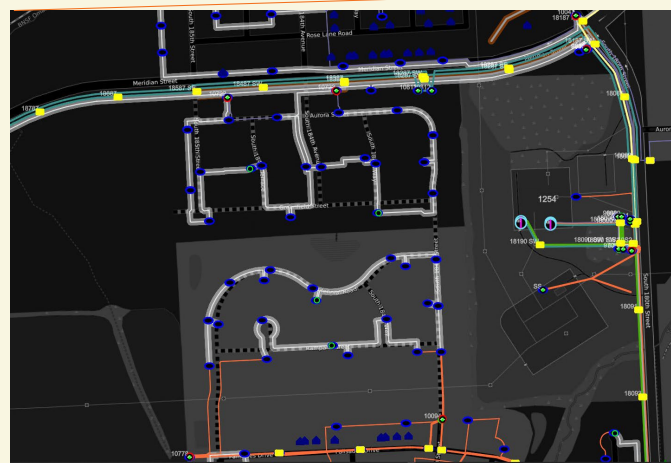
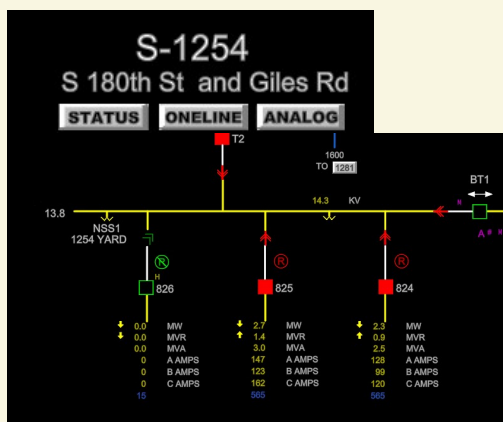
# **PROJECT SPOTLIGHT: OUTAGE MANAGEMENT / DISTRIBUTION MANAGEMENT SYSTEM (OMS/DMS)**

# PROGRAM VISION & PROJECT'S ROLE



- Integration Inventory
- A total of 25 integrations to 9 different OPPD Systems

# OMS/DMS APPS - DMS



# OMS/DMS APPS - OMS

AMI Meter Ping Request

Pending

PREMISES MAP

AMI Meter Ping

Drag a column header and drop it here to group by that column

Status	Service Type	Customer ID	Premise ID	Device Name
Requesting	Self	1321865972	0688270540	PM8NINI5286

125.04.08.000013 - Web Platform

START CANCEL

Details

Job ID: 125.04.08.000013

Address: 7806 N 166 ST OMAHA

ADRL(s): SUB SOUTH

Operation Center(s):

Outage Status: New

Energyization Status: Predicted

Assigned To:

Outage Type:

Job Type: Outage

Priority: Low

Resolution:

ETR

ETR Owner: SOS

ETR Status: Automatic

ETR Updated At: 04/10/25 09:08

Published ETR: 04/10/25 13:15 (Published from Internal ETR)

Internal ETR: 04/10/25 11:08

ETR Expiration Status: Expired

Attachments

Drop files here to upload

Crew Assignments

CA 25.04.10.000 02

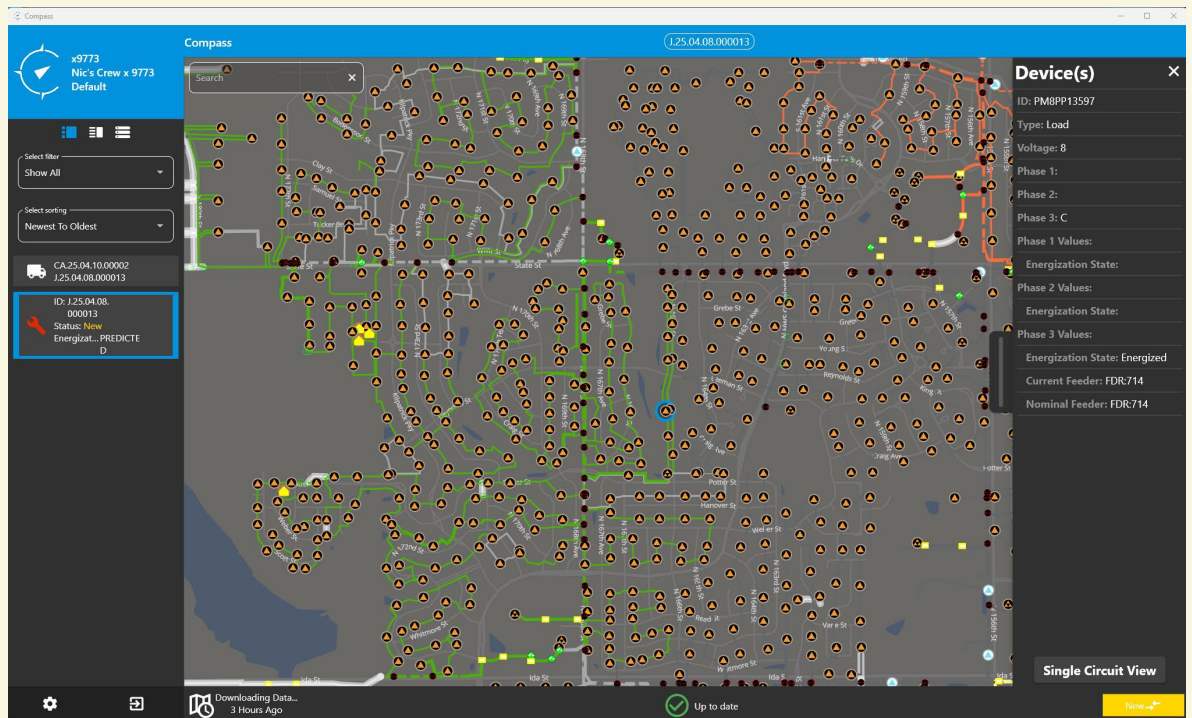
Assigned: Nick's Crew x 9773

Outage: 04/10/25 09:08

Job Hazards



# OMS/DMS APPS - COMPASS



# OMS/DMS APPS - SOM

The screenshot shows the SOM application interface. The top navigation bar includes links for Request, Switch Order, Permit, Search, User Settings, Swagger, and Admin. The main header displays the request ID ESO.25.04.0004. The left sidebar has tabs for DETAILS and ASSOCIATIONS. The DETAILS tab is active, showing the following information:

- Status: Completed
- Switch Order Type: OPPD Emergent
- Version: 1-0
- AORs: Default
- Assigned Reviewer:

The main content area displays the SwitchOrderSteps table:

Step Order	Instructed Time	Completed At	Operation
1: Pre switching steps			
1	04/08/25 07:57	04/08/25 08:01	Perform Pre-Job Brief
2	04/08/25 08:00	04/08/25 08:01	ASH TSH to Offline at 8PP17090
3	04/08/25 08:02	04/08/25 08:02	Issue Permit(s) assigned to ASH TSH
2: isolation			
4	04/08/25 08:03	04/08/25 08:03	Release Permit(s) assigned to ASH TSH
5	04/08/25 08:04	04/08/25 08:04	ASH TSH to Online at 8PP17090

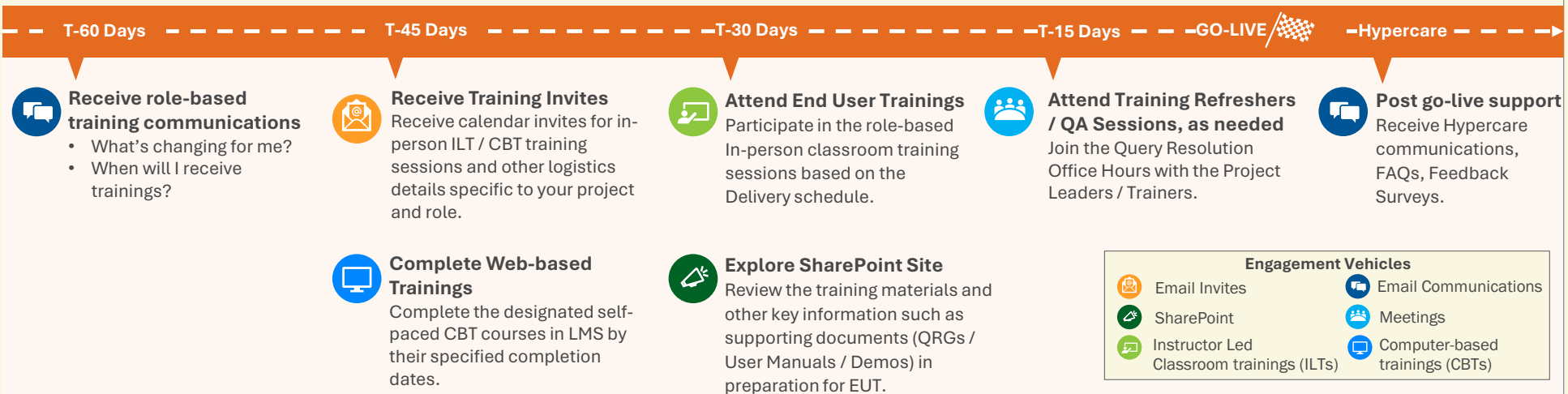
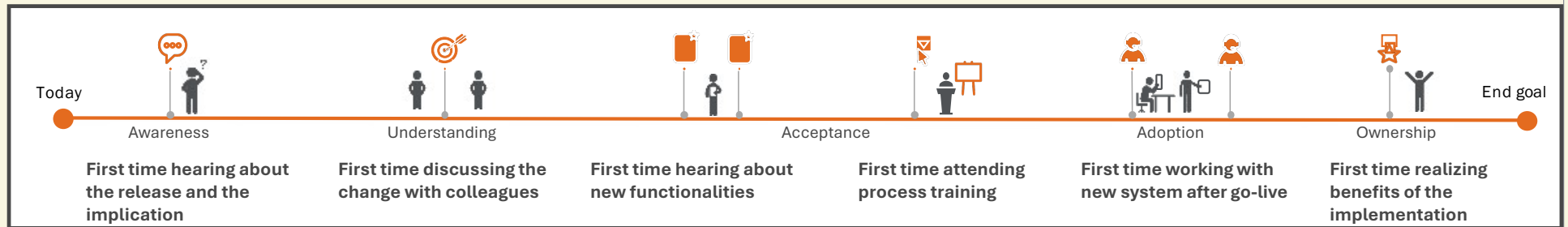
The screenshot shows the SOM application interface in the 'Active Switch Orders' calendar view. The top navigation bar includes links for Request, Switch Order, Permit, Search, User Settings, and Swagger. The main header displays 'Active Switch Orders > Calendar View'. The calendar view shows a grid for the dates 6-12 April 2025. The following table represents the data shown in the calendar:

	Sun 6	Mon 7	Tue 8
All day		ESO.25.04.0003 - OPPD Emergent	
00:00			
02:00			
04:00			



# End-User Training Communications Journey

The communications journey is crucial for ensuring end-user understanding, engagement, preparedness, and overall success in the training program. It helps to create a transparent, supportive, and effective learning environment. Below illustrates the OMS end-user training communications journey.







# Q&A



## Agenda

### OPPD BOARD OF DIRECTORS REGULAR BOARD MEETING Thursday, May 15 at 5:00 P.M.

*Conducted in person at the Omaha Douglas Civic Center, 1819 Farnam Street,  
2<sup>nd</sup> Floor Legislative Chamber, Omaha, NE 68183*  
*Public may attend in person at the Omaha Douglas Civic Center or remotely by going to  
[www.oppd.com/BoardAgenda](http://www.oppd.com/BoardAgenda) to access the Webex meeting link and view materials.*

#### **Preliminary Items**

1. Chair Opening Statement
2. Safety Briefing
3. Guidelines for Participation
4. Roll Call
5. Announcement regarding public notice of meeting

#### **Board Consent Action Items**

6. Approval of the March 2025 Financial Reports, April 2025 Meeting Minutes and the May 15, 2025 Agenda
7. 2025 Labor Agreement Ratification - IBEW Local No. 763 & IAM&AW Local No. 31 – Resolution No. 6xxx
8. Board Policy Revisions -- BL-8: Delegation to the President and Chief Executive Officer – Procurement; GP15 – Nuclear Oversight; and GP-5: Election of Board Officers – Resolution No. 6xxx
9. 2024 Annual Health Plan Report – Resolution No. 6xxx
10. SD-3: Access to Credit Markets Monitoring Report – Resolution No. 6xxx
11. NOS ELG Building and Equipment - Engineering Certification – Resolution No. 6xxx
12. Transmission and Substation Contract Alliance -- Engineering Certification – Resolution No 6xxx

#### **Board Discussion Action Items**

TBD

#### **Other Items**

13. President's Report
14. Opportunity for comment on other items of District business
15. Adjournment

Please use the link below to find all committee and board agendas, materials and schedules. Board governance policies and contact information for the board and senior management team also can be found at [www.oppd.com/BoardMeetings](http://www.oppd.com/BoardMeetings).

Action Item	Board Assignment	ELT Lead	Priority	Board Resources	OPPD Resources	Status	Accepted	Start	Finish	Comment
Identify any concerns regarding the direction provided by SD-11: <i>Economic Development</i> and determine if any changes should be made.	Customer and Public Engagement	McAreavey		Medium	Medium	Not Started	08/29/24			Focht to schedule meeting with Director Howard
SD-2: Rates Policy Refinement (Most recent monitoring report approved 6/18/24)	Finance	Underwood	Medium	Medium	Medium	On Hold	08/26/20	02/07/25	08/30/25	Committee discussed 2/7/25 and will evaluate potential updates mid-year 2025 aligned with a declining block rate discussion.
Develop a plan for strategic education and training.	Governance	Focht		High	High	On Track	08/29/24			
Review and recommend changes to GP-5: <i>Election of Board Officers</i> based upon Board feedback that simplify language re five yes votes/majority present.	Governance	Focht		Low	Low	Completed	08/29/24	02/11/25	05/15/25	Consolidated policy refinements
Review and refine Board work plan process.	Governance	Focht		Low	Medium	On Track	08/29/24	02/11/25	08/30/25	
Create Board chair success profile and consider required vs desired competencies; ask outgoing chairs to share experience with new chair.	Governance	Focht		Medium	Medium	On Track	08/29/24	02/07/25	06/17/25	Initial committee review
Include CEO and ELT members in annual Board policy survey.	Governance	Focht		Low	Low	On Hold	08/29/24	06/01/25	08/30/25	Will add in June
Survey Board members on their preferred mode of receiving information, timing of communication.	Governance	Focht		Low	Medium	On Hold	08/29/24	06/01/25	08/30/25	Will address in Board workshop.
Pilot a GP/BL monitoring process for 90 days and assess results.	Governance	Focht		Low	Low	Not Started	08/29/24	05/13/25	08/21/25	Announce in April; review in workshop
Implement the practice of adding guiding questions to pre-committee agenda topics.	Governance	Focht		Low	Low	Not Started	08/29/24	03/31/25	06/10/25	Scott to gather feedback from CM/AB
Review and refine the Board policy development/refinement process; ensure differing perspectives are considered initially and create a template/structure to standardize/facilitate process.	Governance	Focht		Low	Medium	Not Started	08/29/24	04/01/25	06/17/25	Focht to create structure
Establish shared understanding of role of OPPD's "Corporate Secretary;" review and recommend revisions to BL-4: <i>Board-Corporate Secretary Relationship</i> .	Governance	Focht		Medium	Medium	Not Started	08/29/24	06/10/25	08/21/25	

Action Item	Board Assignment	ELT Lead	Priority	Board Resources	OPPD Resources	Status	Accepted	Start	Finish	Comment
Review and recommend policy changes to <i>GP-14: Board Expense Reimbursement</i> to reflect desired future practice.	Risk	Underwood		Low	Medium	On Track	08/29/24	02/07/25	06/19/25	
Review and recommend revisions to <i>BL-8: Delegation to the President and Chief Executive Officer – Procurement</i> to reflect recent legislative changes.	System Management and Nuclear Oversight	Underwood		Low	Low	Completed	08/29/24	02/03/25	05/15/25	Consolidated policy refinements
Review <i>SD-4: Reliability</i> and determine if changes should be made to reflect “expansion” of the generation, transmission and distribution systems along with “operate” and “maintain.” This may be sufficiently reflected or belong in <i>SD-9: Integrated System Planning</i> .	System Management and Nuclear Oversight	Via		Low	Low	Completed	08/29/24	02/03/25	05/15/25	No changes required; sufficiently reflected in SD-9
Discuss Board feedback and recommend any revisions to <i>BL-10: Delegation to the President and Chief Executive Officer – Real and Personal Property</i> to clarify Board’s intended role in future purchases or leases of real property for district use.	System Management and Nuclear Oversight	Focht		Low	Medium	Not Started	08/29/24			
Review <i>SD-6: Safety</i> and determine if changes should be made to reflect the importance of psychological safety.	System Management and Nuclear Oversight	Langel		Low	Low	Not Started	08/29/24	02/18/25	08/30/25	Discussed in All Committees 2/18