

## Agenda

### OPPD Board of Directors – All Committees Meeting

Tuesday, June 17, 2025






**CLOSED SESSION 8:00 A.M. - 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	8:00	A.M.
2.	Closed Session			8:05	A.M.
	CEO Growth and Effectiveness Update	Discussion	Purnell	55	min
	Natural Gas and Rail Transportation Update	Discussion	Underwood	20	min
	Customer Growth Update	Discussion	McAreavey	30	min
	<i>Break – Open WebEx to Allow Public to Join</i>			9:50	A.M.
3.	Chair Opening Statement		Core	10:00	A.M.
4.	Safety Briefing		Fernandez	10:05	A.M.
5.	Risk Committee			10:10	A.M.
	Risk Chair Report (06/11/25)	Reporting	Bogner	5	min
	SD-15: Enterprise Risk Management Monitoring Report	Action	Focht	15	min
6.	Governance Committee			10:30	A.M.
	Governance Chair Report (06/10/25)	Reporting	Spurgeon	5	min
	2025 Labor Agreement Ratification - IBEW 1483	Action	Purnell	5	min
7.	Customer & Public Engagement Committee			10:40	A.M.
	C & PE Chair Report (06/09/25)	Reporting	Howard	5	min
	Legislative and Regulatory Update	Reporting	McAreavey	15	min
8.	Finance Committee			11:00	A.M.
	Finance Chair Report (06/06/25)	Reporting	Moody	5	min
	2025/2026 NC2 Separate System Refinancing(s)	Action	Underwood	15	min
	AMI Opt-Out Service Charge	Action	Underwood	10	min
	Declining Blocks Rate and Energy Management Credit Removal	Action	Underwood	10	min
	SD-2: Rates Monitoring Report	Action	Underwood	30	min
	<i>Break for Lunch</i>			12:10	P.M.
9.	System Management & Nuclear Oversight Committee			1:10	P.M.
	SM & NO Chair Report (06/02/25)	Reporting	Williams	5	min
	SD: 6 - Safety - Policy Revision	Reporting	Langel	15	min
	NOS ELG Building and Equipment - Engineer's Certification	Action	Via	10	min
	RFP 6193 - North Omaha to Eppley Manhole Duct Line Construction Contract Award	Action	Via	5	min
	Integrated Distribution Plan Update	Reporting	Underwood	30	min
10.	Other Business			2:15	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	Core	10	min
11.	Closed Session			2:35	P.M.
	Security Awareness	Discussion	Brown	30	min

\* 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

### RISK PRE-COMMITTEE MEETING WEBEX VIDEOCONFERENCE June 11, 2025, 3:00 – 5:00 P.M.

1. Safety Briefing (Focht – 2 min)
2. Security Update (Brown – 5 min)  
Objective: Create awareness of a planned Security Update for the Board.
3. Enterprise Risk Management (Focht – 30 min)
  - a. Objective: Validate assumptions and assess the impact of changes of the District's most significant risks.
4. North American Electric Reliability (NERC) Compliance Program (Focht -10 min)
  - a. Objective: Understand OPPD's current NERC compliance program and focus efforts to support oversight of operational and regulatory risk.
5. Artificial Intelligence Governance & Strategy (AI) (Focht – 15 min)
  - a. Objective: Establish initial awareness of OPPD's AI efforts and identify priority areas for future engagement.
6. 2025 Audit Report & Controls Program (Focht – 25 min)
  - a. Objective: Review audit findings and internal control assessments to understand key risk areas, ensure management response and support effective oversight of control environment.
7. External Auditor Performance (Focht – 5 min)
  - a. Objective: Initiate an annual review of performance, independence and effectiveness of independent external auditor in fulfilling its responsibilities.
8. GP-14 Board Expense Reimbursement (Focht – 10 min)
  - a. Objective: Evaluate and potentially revise policy for clarity, transparency and alignment with best practices and stewardship of resources.
9. BL-2 Outside General Counsel Relationship (Focht – 10 min)
  - a. Objective: Review policy with a focus on role clarification, accountability, reporting and alignment with governance best practices.
10. SD-15 Monitoring Report – (Focht – 5 min)
  - a. Objective: Confirm recommendation and address any questions.
11. Summary of Committee Direction: (DeSeure – 2 min)
  - a. Objective: Summarize action items from committee discussion.



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ALL COMMITTEES – June 17, 2025

<b>RISK COMMITTEE</b>	<b>TYPE</b>	<b>PRESENTER</b>	<b>TIME</b>	<b>MINS</b>
Risk Pre-Committee (6/11/2025)	Reporting	Bogner	10	min
Security Awareness (CLOSED)	Discussion	Brown	30	min
SD-15 Monitoring Report	Action	Focht	15	min



## Action Item

June 17, 2025

### ITEM

SD-15: Enterprise Risk Management Monitoring Report

### PURPOSE

To ensure full Board review, discussion and acceptance of the SD-15: Enterprise Risk Management Monitoring Report

### FACTS

- a. 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.
- b. Each policy was evaluated and assigned to the appropriate Board Committee for oversight of the monitoring process.
- c. The Risk Committee is responsible for evaluating Board Policy SD-15: Enterprise Risk Management on an annual basis.
- d. The Risk Committee has reviewed the SD-15: Enterprise Risk Management Monitoring Report and is recommending that OPPD be found to be sufficiently in compliance with the policy as stated.

### ACTION

Board of Directors approval of the SD-15: Enterprise Risk Management Monitoring Report.

#### RECOMMENDED:

Signed by:

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

8026AD4392E9483  
Scott M. Focht

Vice President – Corporate Strategy and Governance

#### APPROVED FOR BOARD CONSIDERATION:

Signed by:

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

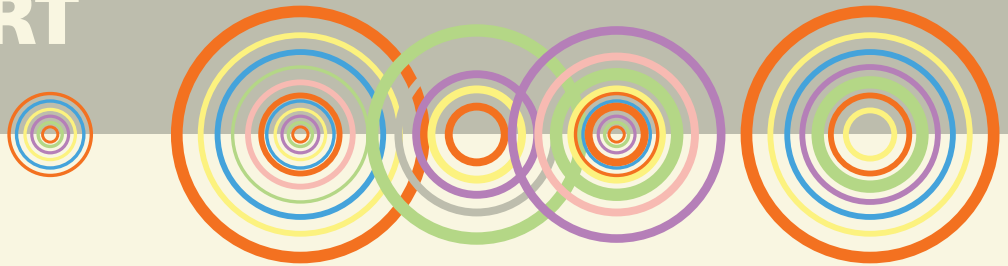
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L. Javier Fernandez

President and Chief Executive Officer

Attachments: Exhibit A – Monitoring Report  
Resolution

# SD-15: ENTERPRISE RISK MANAGEMENT MONITORING REPORT

➤ 06.17.25 ➤



Scott Focht  
Vice President Corporate Strategy & Governance



# **SD-15: ENTERPRISE RISK MANAGEMENT**

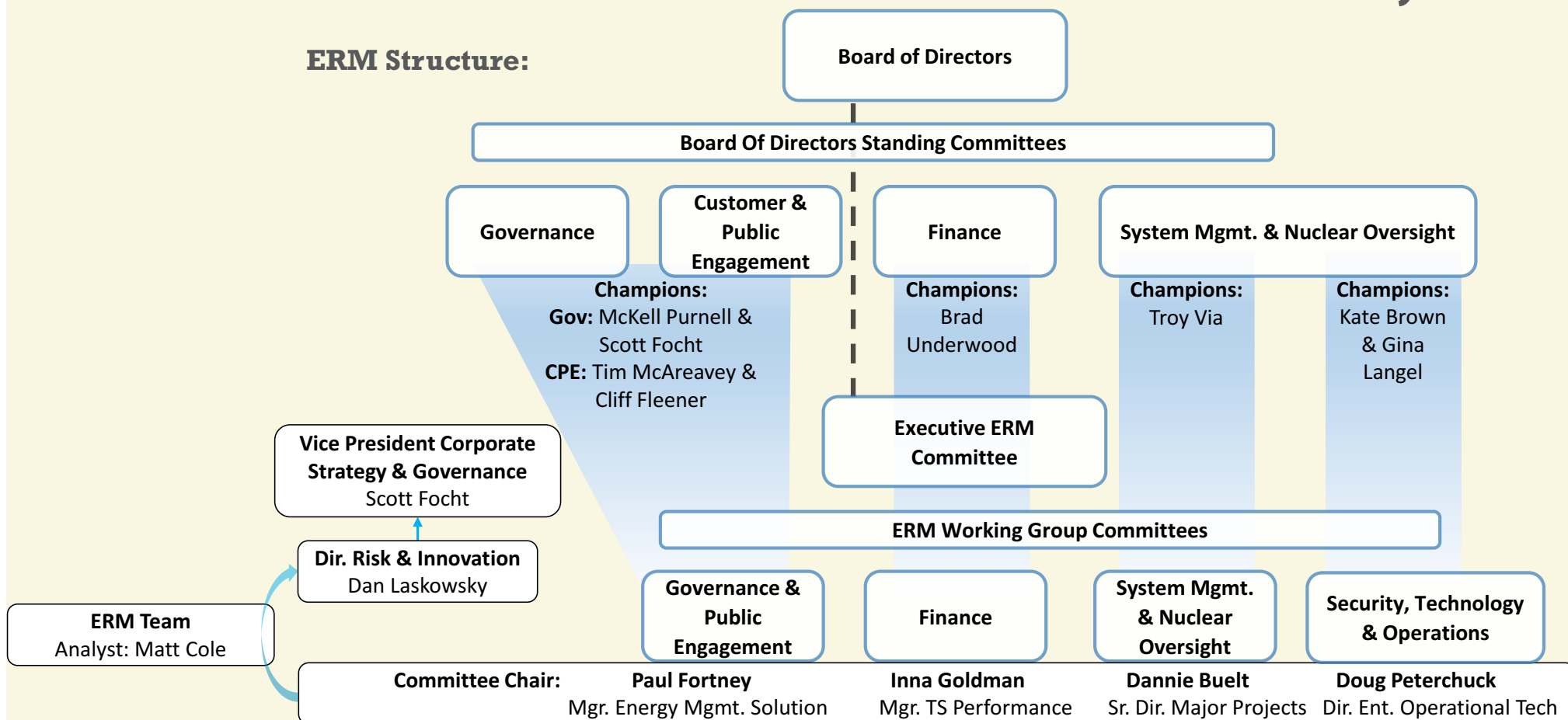
OPPD shall maintain an enterprise risk management (ERM) program to perform an independent oversight function of the District's risk management activities to ensure significant risks are identified, assessed, managed, and reported through organizational policies, procedures, and processes to maintain risk exposures within agreed upon risk tolerance levels.

The Board of Directors shall:

- Ensure the District is maintaining an ERM program that fulfills this policy.
- Review the District's most significant risks on a quarterly basis to validate assumptions and assess the impacts of changes since initial risk review.
- When necessary, request additional explanation of the risk from the corresponding member of OPPD's executive leadership team responsible for the risk or request additional expertise to supplement the review.
- Review additional ERM information, related risk activities, and strategies on an as-needed basis.

# ENSURE THE DISTRICT IS MAINTAINING AN ERM PROGRAM THAT FULFILLS THIS POLICY;

## ERM Structure:



# ENSURE THE DISTRICT IS MAINTAINING AN ERM PROGRAM THAT FULFILLS THIS POLICY;

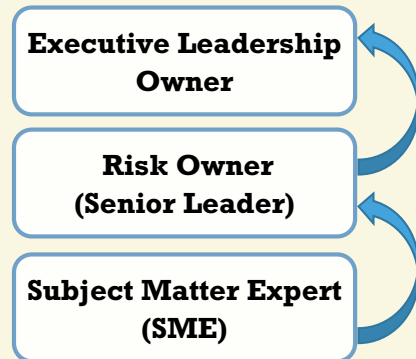
- **Board Policy SD-15 & ERM Policy** guide responsibilities and procedures for managing risks
- **Risk Identification & Oversight:**
  - **Monthly:** All four ERM Working Group Committees meet to identify and assess risks and have at least one member from each Business Unit.
  - **Quarterly:** Reports on the District's significant risks are provided to Executive ERM Committee and the Board of Directors. Executive Leadership affirms the following items:
    - Enterprise risks, including potential emerging risks, are identified, to a reasonable extent.
    - Significant enterprise risks are understood.
    - Mitigation strategies are understood, appropriate, and sufficient.

## **REVIEW THE DISTRICT'S MOST SIGNIFICANT RISKS ON A QUARTERLY BASIS TO VALIDATE ASSUMPTIONS AND ASSESS THE IMPACTS OF CHANGES SINCE INITIAL RISK REVIEW;**

- **3rd Quarter 2024 Report (Closed Session) - September 17, 2024**
- **4th Quarter 2024 Report (Closed Session) - December 17, 2024**
- **1st Quarter 2025 Report (Board Risk Committee) - March 20, 2025**
- **2nd Quarter 2025 Report (Board Risk Committee) – June 11, 2025**

## **WHEN NECESSARY, REQUEST ADDITIONAL EXPLANATION OF THE RISK FROM THE CORRESPONDING MEMBER OF OPPD'S EXECUTIVE LEADERSHIP TEAM RESPONSIBLE FOR THE RISK OR REQUEST ADDITIONAL EXPERTISE TO SUPPLEMENT THE REVIEW;**

- Three levels of risk ownership:



- Responsible for:



- Directors are able to request additional information from the corresponding Executive Leadership owner responsible for any significant risk.
- Directors can also request that Executive Leadership arrange for additional expertise to supplement the review of a specific significant risk.



## **REVIEW ADDITIONAL ERM INFORMATION, RELATED RISK ACTIVITIES, AND STRATEGIES ON AN AS-NEEDED BASIS.**

- Leverage ERM during Strategic Planning, Resource Planning, and Capital Project Prioritization
- Value Framework Input Form includes risk assessment
- Recent Board recommendations have included risk-related information as part of the discussion. Some examples include:
  - Resolution No. 6664 – President & CEO Emergency Succession Plan (October 15, 2024)
  - Resolution No. 6683 – 2025 Final Corporate Operating Plan (December 17, 2024)
  - Resolution No. 6705 – 2025 Labor Agreement Ratification (May 13, 2025)

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## RECOMMENDATION:

The Risk Committee has reviewed and accepted this Monitoring Report for SD-15 and **recommends that the Board finds OPPD sufficiently in compliance** with Board Policy SD-15.

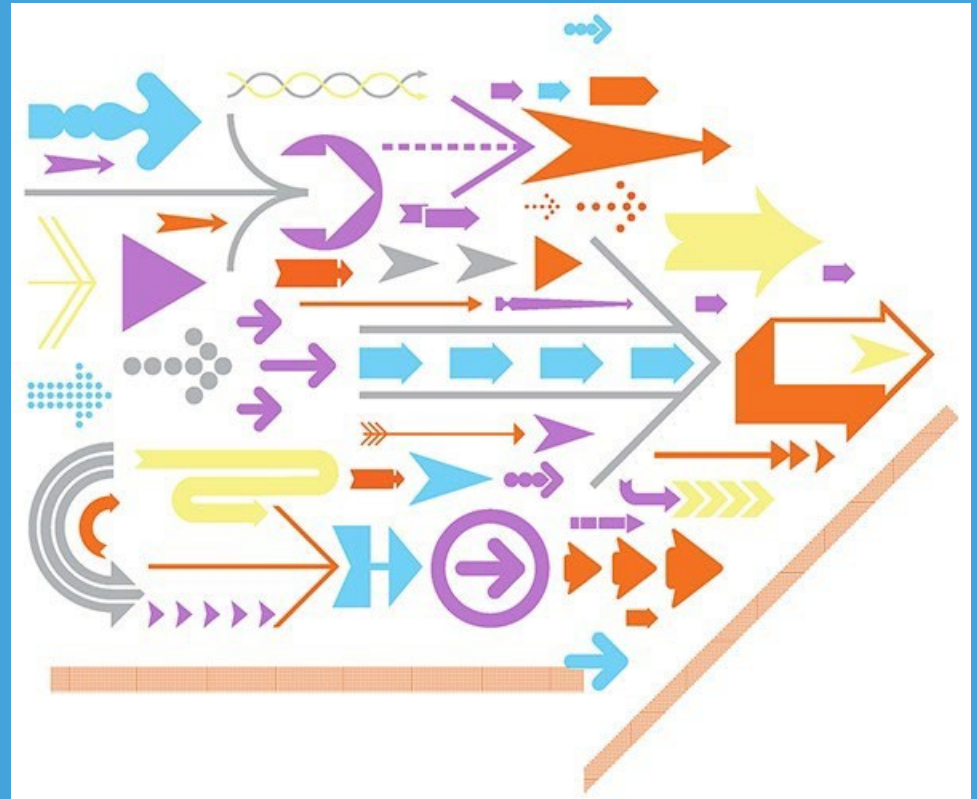
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### SD-15 Performance

- Reviewed all identified enterprise risks in 2024 and on schedule to do so in 2025
- Reviewed significant enterprise risks with ELT and Board quarterly
- Trained new risk owners and new leaders on risk program fundamentals timely
- Continually improving risk integration into other critical planning processes.

# Any reflections on

- what has been accomplished, challenges and/or strategic implications?





*Bogner/Focht*

**RESOLUTION NO. [67XX]**

**WHEREAS**, the Board of 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 Risk Committee (the "Committee") is responsible for evaluating Board Policy SD-15: Enterprise Risk Management on an annual basis. The Committee has reviewed the SD-15: Enterprise Risk Management 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-15: Enterprise Risk Management 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.



## Pre-Committee Agenda

GOVERNANCE PRE-COMMITTEE MEETING  
WEBEX VIDEOCONFERENCE  
June 10, 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. Legislative Session Recap (McAreavey – 30 min)
  - a. Objective: Provide recap of final outcomes of state legislative topics supported by and impacting OPPD.
4. OPPD Board Chair Success Profile (Focht – 10 min)
  - a. Objective: Review and confirm Success Profile.
5. 2025 Labor Agreement Ratification – IBEW 1483 (Purnell – 10 min)
  - a. Objective: Inform committee of the 2025 Labor Agreement Ratification and answer any committee member questions.
6. Energy Plaza Update (Focht – 5 min)
  - a. Objective: Provide the latest update on Energy Plaza.
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 – 5 min)
  - a. Objective: Committee members to review, discuss, prioritize and confirm items on the Board Work Plan.
10. Summary of Meeting (DeSeure - 1 min)
  - a. Objective: Summarize action items from committee discussion.

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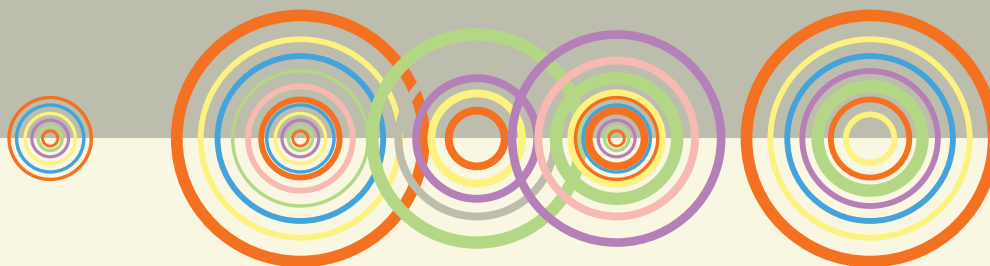
ALL COMMITTEES – June 17, 2025

GOVERNANCE COMMITTEE	TYPE	PRESENTER	TIME	MINS
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Governance Pre-Committee (6/10/2025)	Reporting	Spurgeon	5	min
CEO Growth & Effectiveness Update (Closed)	Discussion (closed)	Purnell	45	min
2025 Labor Agreement Ratification	Action	Purnell	5	min

**2025 NEGOTIATED LABOR  
AGREEMENT WITH IBEW LOCAL  
UNION NO. 1483**

➤ **06.17.25** ➤



# OVERVIEW

- Opportunity & Goals for 2025 Negotiations
- Approach & Process
- Tentative Agreements
- Results



## **OPPORTUNITY & GOALS FOR 2025 NEGOTIATIONS**

**Competitive Wages, Choice,  
and Clarity**

### **COMPETITIVE WAGES**

Ensure that our wages are competitive in the market to allow us to attract and retain employees.

### **CHOICE**

Comprehensive benefit package emphasizing healthcare, flexibility, and retirement savings to meet the changing needs and expectations of the workforce.

### **CLARIFICATION OF THE AGREEMENT**

Clarifying the Agreement and consider incorporating new sections that capture current practices and procedures and limit our exposure to outdated language.

# APPROACH & PROCESS

Two-tiered approach to create initial proposals and goals:

- **Review and analysis of current agreements, legal requirements and standards, grievances, and labor management trends, combined with an extensive wage/benefit survey of comparable utilities.**
- **Company-wide collaborative effort for maximum input from all levels of Management.**

Created a cross-functional negotiation team that would provide subject matter expertise in various areas of the Company, with experience and education in both a historical and current perspective.

# TENTATIVE AGREEMENT

- Wages and 3-Year Contract
- Health Insurance
- Relocation Assistance
- Post-Retiree Health Changes
- Supplemental Retirement Plan Changes

## OTHER ITEMS INCLUDED:

- Clarification of Provisions
- Classifications: Consolidations and Removals
- Floating Holidays
- Inclement Weather Clothing
- Meal Allowance
- Sick Leave
- Storm Provisions

# RESULTS

**COMPETITIVE WAGES**

**CHOICE**

**CLARITY**

**We believe these negotiated changes fit within  
OPPD's stated goals.**

- **Your approval is requested.**
- **What questions do you have?**

**Thank you for your consideration**



## Board Action

June 17, 2025

### ITEM

International Brotherhood of Electrical Workers, Local No. 1483 ("IBEW Local No. 1483") contract settlement.

### PURPOSE

To report that a tentative agreement has been reached with IBEW Local No. 1483 for a three (3) year period. The Agreement is presented to the Board of Directors for approval.

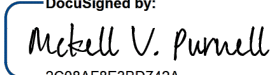
### FACTS

- a. IBEW Local No. 1483 represents 381 craft workers.
- b. The Union has ratified its Agreement, included as an attachment: Exhibit A – IBEW Local No. 1483.
- c. The Agreement calls for comparable but competitive increases to wages as follows:
  - IBEW Local No. 1483: 4% effective June 1, 2025, 4% effective June 1, 2026, and 4% effective June 1, 2027.
- d. The Agreement includes language to modify storm provisions, consolidate and remove classifications, and changes to sick leave.
- e. The Agreement also reflects additional negotiated changes to the contracts, including, but not limited to, health insurance, retirement savings plan, post-retiree health insurance, holidays, inclement weather clothing, meal allowances, and relocation assistance.
- f. The settlement includes the ratification of changes agreed upon with the union since the last negotiations.

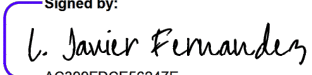
### ACTION

Board approval of the tentative agreement for IBEW Local No. 1483 for a three (3) year period.

RECOMMENDED:

DocuSigned by:  
  
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\_\_\_\_\_  
McKell V. Purnell  
Vice President – Human Capital

APPROVED FOR BOARD CONSIDERATION:

Signed by:  
  
AG399FDC56247E...  
\_\_\_\_\_  
L. Javier Fernandez  
President and Chief Executive Officer

Attachment:

Exhibit A – IBEW Local No. 1483

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



**AND**

**IBEW LOCAL UNION No. 1483**  
**(“THE UNION” OR “IBEW 1483”)**



***Tentative Agreement as of May 12, 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.

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**GENERAL WAGE INCREASE AND ALIGN GENERAL WAGE INCREASE TO SUNDAY**

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, and 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.

- 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>

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

**VOLUNTARY RECOGNITION – REOPENER**

**DISTRIBUTION SYSTEM OPERATOR JOB FAMILY**

The Union reserves the right to reopen the Collective Bargaining Agreement only for the purpose of revisiting the proposal for the Company to recognize the DSO classification voluntarily. This Agreement will be reopened for such purpose with written notice from the Union. The Company will, in return, agree to investigate and discuss the possibility of voluntarily recognizing these employees as having a community of interest with Local 1483.

In the event the Agreement is reopened in accordance with this provision, the Agreement shall, nevertheless, remain in full force and effect.

**SENIOR SAFETY TECHNICAL SPECIALIST JOB FAMILY**

The Union reserves the right to reopen the Collective Bargaining Agreement only for the purpose of revisiting the proposal for the Company to voluntarily recognize the Senior Safety Technical Specialist. This Agreement will be reopened for such purpose with written notice from the Union. The Company will, in return, agree to investigate and discuss the possibility of voluntarily recognizing these employees as having a community of interest with Local 1483.

In the event the Agreement is reopened in accordance with this provision, the Agreement shall, nevertheless, remain in full force and effect.

## 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	1/1/2026
		1650HDHP	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 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

#### ARTICLE IV – WORKING PERIODS AND RULES

*Effective June 1, 2025, or Board Ratification, whichever is later.*

#### FLOATING HOLIDAYS

The parties agree to add an additional floating holiday.

#### SECTION 4. HOLIDAYS.

For the purpose of this Agreement, the following shall be the eight (8) recognized fixed 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 fixed holidays, each employee will be credited with ~~four (4)~~ five (5) personal floating holidays on the January 1st following the employee's first full calendar year of employment.

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	<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

The purpose of these personal floating holidays is to enable the employee to tailor observance of holidays based on their own individual ethnic and religious beliefs.

*Employees will be credited with one (1) additional floating holiday for a total of five (5) for 2025 upon ratification.*

## ARTICLE VII – VACATION LEAVE, PAID SICK LEAVE AND PAID PARENTAL 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
<del>More than 6 months</del> <u>Less than 1 year</u>	<del>1 week</del> <u>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
15 years to 20 years	24 weeks	28 weeks
20 years to 25 years	39 weeks	13 weeks
Over 25 years	52 weeks	

## 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.

### REMOVAL OF EXECUTIVE ASSISTANTS

Offer exempt positions to the following classifications, with the stipulation that those rejecting exempt positions will remain in the bargaining unit.

#### **Executive Assistants**

Employees who were hired or promoted into the above classification on or before May 31, 2025, will, at their option, be allowed to remain members of the IBEW Local Union 1483 Bargaining Unit and subject to the terms and conditions of the Collective Bargaining Agreement between IBEW Local Union 1483 and the Omaha Public Power District. Alternatively, these employees may elect to become exempt (in which case their rate of pay will be set by the Company) and relinquish their membership in the Bargaining Unit and coverage by the terms and conditions of the Collective Bargaining Agreement. Such employees will be subject to the policies, procedures, and salary provisions that govern the exempt employees of the Omaha Public Power District. Additionally, these employees will be required to become exempt employees. Employees who were hired or promoted into this classification on or after June 1, 2025, will be exempt employees. The company will set the rate of pay for these employees.

### GENERAL CLASSIFICATION AND WAGE – ADMINISTRATIVE ASSISTANT

The parties agree to list the “Administrative Assistant” to Section 5. GENERAL CLASSIFICATIONS AND WAGE RATE and remove from Sections 6 through 17, 19 through 23, 24, 26, and 27.

#### SECTION 5. GENERAL CLASSIFICATION AND WAGE RATE:

The following classification and basic wage rate will be recognized as Local Union 1483 and apply to all Divisions:

<b>Classification Title</b>	<b>Rate Step</b>	<b>Hourly Rate Effective 6/1/2021</b>	<b>Hourly Rate Effective 6/1/2022</b>	<b>Hourly Rate Effective 6/1/2023</b>	<b>Hourly Rate Effective 6/1/2024</b>
Administrative Assistant	5		\$36.06	\$37.14	\$38.07
	1		\$31.96	\$32.92	\$33.74

The parties further agree to the following section changes:

- SECTION 5. EXECUTIVE OFFICE becomes SECTION 6. EXECUTIVE OFFICE.
- SECTION 6. CORPORATE ACCOUNTING DIVISION. becomes SECTION 7. CORPORATE ACCOUNTING DIVISION.
- SECTION 7. FINANCE OPERATIONS. becomes SECTION 8. FINANCE OPERATIONS.
- SECTION 8. CORPORATE AUDITING DIVISION. becomes SECTION 9. CORPORATE AUDITING DIVISION.
- SECTION 9. FINANCIAL PLANNING AND ANALYSIS DIVISION. becomes SECTION 10. FINANCIAL PLANNING AND ANALYSIS DIVISION.
- SECTION 10. ENGINEERING & SUBSTATION DIVISION. becomes SECTION 11. ENGINEERING & SUBSTATION DIVISION.
- SECTION 11. ENERGY MARKETING AND TRADING DIVISION. becomes SECTION 12. ENERGY MARKETING AND TRADING DIVISION.
- SECTION 12. ENGINEERING SERVICES DIVISION. becomes SECTION 13. ENGINEERING SERVICES DIVISION.
- SECTION 13. ENERGY PRODUCTION DIVISION. becomes SECTION 14. ENERGY PRODUCTION DIVISION.
- SECTION 14. NUCLEAR DECOMMISSIONING DIVISION. becomes SECTION 15. NUCLEAR DECOMMISSIONING DIVISION.
- SECTION 15. CUSTOMER SALES AND SERVICE DIVISION. becomes SECTION 16. CUSTOMER SALES AND SERVICE DIVISION.
- SECTION 16. TRANSMISSION & DISTRIBUTION CONSTRUCTION DIVISION. becomes SECTION 17. TRANSMISSION & DISTRIBUTION CONSTRUCTION DIVISION.
- SECTION 17. OPERATIONS SUPPORT DIVISION. becomes SECTION 18. OPERATIONS SUPPORT DIVISION.
- SECTION 18. GRID OPERATIONS SUPPORT DIVISION becomes SECTION 19 GRID OPERATIONS SUPPORT DIVISION
- SECTION 19. HUMAN CAPITAL DIVISION. becomes SECTION 20. HUMAN CAPITAL DIVISION.
- SECTION 20. TECHNOLOGY & SECURITY DIVISION. becomes SECTION 21. TECHNOLOGY & SECURITY DIVISION.

- SECTION 21. CORPORATE MARKETING AND COMMUNICATIONS DIVISION. becomes SECTION 22. CORPORATE MARKETING AND COMMUNICATIONS DIVISION.
- SECTION 22. ENVIRONMENTAL AND REGULATORY AFFAIRS DIVISION. becomes SECTION 23. ENVIRONMENTAL AND REGULATORY AFFAIRS DIVISION.
- SECTION 23. SUPPLY CHAIN MANAGEMENT DIVISION. becomes SECTION 24. SUPPLY CHAIN MANAGEMENT DIVISION.
- SECTION 24. CUSTOMER SERVICE OPERATIONS DIVISION. becomes SECTION 25. CUSTOMER SERVICE OPERATIONS DIVISION.
- SECTION 25. GOVERNMENTAL AND COMMUNITY RELATIONS DEPARTMENTS becomes SECTION 26. GOVERNMENTAL AND COMMUNITY RELATIONS DEPARTMENTS
- SECTION 26. SAFETY AND FACILITIES DIVISION. becomes SECTION 27. SAFETY AND FACILITIES DIVISION.
- SECTION 27. LEGAL OPERATIONS DIVISION. becomes SECTION 28. LEGAL OPERATIONS DIVISION.
- SECTION 28. ECONOMIC DEVELOPMENT & EXTERNAL RELATIONS DIVISION becomes SECTION 29. ECONOMIC DEVELOPMENT & EXTERNAL RELATIONS DIVISION

#### REMOVAL OF CLASSIFICATIONS – NUCLEAR DECOMMISSIONING DIVISION

The parties agree to remove the following classifications and wage rates from the new Section 15. Nuclear Decommissioning Division.

<b>Job Code</b>	<b>Classification Title</b>
<b>1810</b>	Senior Engineer
<b>1812</b>	Instructional Technologist
<b>1814</b>	Senior Instructional Technologist
<b>1819</b>	Scheduler
<b>1820</b>	Engineer
<b>1851</b>	Designer I
<b>1852</b>	Designer II
<b>1853</b>	Construction Inspector
<b>1854</b>	Drafter Lead
<b>1855</b>	Drafter I
<b>1856</b>	Drafter II
<b>1857</b>	Surveyor Lead
<b>1858</b>	Surveyor I



<b>1859</b>	Surveyor II
<b>1861</b>	GIS Technician Lead
<b>1862</b>	GIS Technician I
<b>1863</b>	GIS Technician II
<b>1864</b>	GIS Specialist
<b>1865</b>	Senior Designer

#### REMOVAL OF CLASSIFICATIONS – CREATION OF EXHIBIT “E” DORMANT CLASSIFICATION

The parties agree to remove the following classifications from the new Section 14. Energy Production and new Section 15. Nuclear Decommissioning Division and create Exhibit “E” Dormant Classifications:

#### SECTION 14. ENERGY PRODUCTION DIVISION.

<b>Job Code</b>	<b>Classification Title</b>
<b>2760</b>	Senior Analyst
<b>2770</b>	Analyst
<b>2780</b>	Assistant Analyst
<b>2790</b>	Laboratory Assistant
<b>2800</b>	Laboratory Helper

#### SECTION 15. NUCLEAR DECOMMISSIONING DIVISION

<b>Job Code</b>	<b>Classification Title</b>
<b>1807</b>	Senior Emergency Planning Rep
<b>1808</b>	Emergency Planning Rep
<b>1817</b>	Procedure Writer
<b>1820</b>	Engineer
<b>1821</b>	Senior QA Lead Auditor
<b>1822</b>	QA Lead Auditor
<b>1823</b>	QA Auditor
<b>1824</b>	QA Auditor Trainee
<b>1826</b>	Procurement Auditor
<b>1827</b>	Senior Procurement Auditor
<b>1828</b>	Nuclear Services Clerk I

<b>Job Code</b>	<b>Classification Title</b>
<b>1829</b>	Nuclear Services Clerk II
<b>1832</b>	Nuclear Services Clerk III
<b>1834</b>	Nuclear Services Clerk IV
<b>1870</b>	Drafting Technician
<b>2740</b>	Environmental Specialist
<b>2760</b>	Senior Analyst
<b>2770</b>	Analyst
<b>2780</b>	Assistant Analyst
<b>2790</b>	Laboratory Assistant
<b>2800</b>	Laboratory Helper
<b>2905</b>	Quality Control Inspector
<b>2907</b>	Senior Quality Control Inspector
<b>3970</b>	Printing Machine Operator Senior
<b>3975</b>	Printing Machine Operator
<b>3980</b>	Printing Machine Operator I
<b>3990</b>	Printing Machine Operator II
<b>3995</b>	Nuclear Security Technician

#### Exhibit “E” Dormant Classification

The employee classifications and basic wages that follow shall be considered dormant classifications due to the decommissioning of Fort Calhoun Station. These dormant classifications shall be a part of and supplementary to the Agreement between the Omaha Public Power District (hereinafter called “the Company”) and Local Union 1483 of the International Brotherhood of Electrical Workers (hereinafter called “the Union”), dated May 1, 1946 (as amended through May 31, 202#)) hereinafter called “Agreement”).

Further, it is recognized that based on business needs as determined by the nature of the work, if these dormant classifications are necessary for the continuance of efficient operations, the parties may reopen the Agreement for the purposes of negotiating the basic hourly wage rates. In the event, the parties are unable to reach an agreement regarding the basic hourly wage rate, the basic hourly wage rate will be the basic hourly wage rate as of June 1, 2024, subject to subsequent general wage increases.

<b>Job Code</b>	<b>Classification Title</b>
<b>1807</b>	Senior Emergency Planning Rep
<b>1808</b>	Emergency Planning Rep

<b>Job Code</b>	<b>Classification Title</b>
<b>1817</b>	Procedure Writer
<b>1820</b>	Engineer
<b>1821</b>	Senior QA Lead Auditor
<b>1822</b>	QA Lead Auditor
<b>1823</b>	QA Auditor
<b>1824</b>	QA Auditor Trainee
<b>1826</b>	Procurement Auditor
<b>1827</b>	Senior Procurement Auditor
<b>1828</b>	Nuclear Services Clerk I
<b>1829</b>	Nuclear Services Clerk II
<b>1832</b>	Nuclear Services Clerk III
<b>1834</b>	Nuclear Services Clerk IV
<b>1870</b>	Drafting Technician
<b>2740</b>	Environmental Specialist
<b>2760</b>	Senior Analyst
<b>2770</b>	Analyst
<b>2780</b>	Assistant Analyst
<b>2790</b>	Laboratory Assistant
<b>2800</b>	Laboratory Helper
<b>2905</b>	Quality Control Inspector
<b>2907</b>	Senior Quality Control Inspector
<b>3970</b>	Printing Machine Operator Senior
<b>3975</b>	Printing Machine Operator
<b>3980</b>	Printing Machine Operator I
<b>3990</b>	Printing Machine Operator II
<b>3995</b>	Nuclear Security Technician

## CUSTOMER SALES AND SERVICES DIVISION

### CUSTOMER SERVICE ANALYST

The parties agree to the consolidation of the Customer Service Analyst IV to Senior Customer Service Analyst positions and the creation of the Customer Service Analyst Classification.

SECTION 16. CUSTOMER SALES AND SERVICE DIVISION.

Remove:

<u>Occd</u>	<u>Classification Title</u>	<u>Rate Step</u>	<u>Hourly Rate Effective June 1, 2024</u>
<del>1703</del>	<del>Senior Customer Service Analyst</del>	<del>3</del>	<del>\$48.60</del>
		<del>4</del>	<del>\$47.75</del>
<del>1705</del>	<del>Customer Service Analyst I</del>	<del>6</del>	<del>\$46.39</del>
		<del>4</del>	<del>\$44.18</del>
<del>1715</del>	<del>Customer Service Analyst II</del>	<del>6</del>	<del>\$42.16</del>
		<del>4</del>	<del>\$40.20</del>
<del>1725</del>	<del>Customer Service Analyst III</del>	<del>5</del>	<del>\$38.07</del>
		<del>4</del>	<del>\$36.43</del>
<del>1735</del>	<del>Customer Service Analyst IV</del>	<del>5</del>	<del>\$34.25</del>
		<del>4</del>	<del>\$32.66</del>

Add:

<u>Occd</u>	<u>Classification Title</u>	<u>Rate Step</u>	<u>Hourly Rate Effective May 31, 2025</u>
<u>TBD</u>	<u>Customer Service Analyst</u>	<u>10</u>	<u>\$47.75</u>
		<u>9</u>	<u>\$46.49</u>
		<u>8</u>	<u>\$45.23</u>
		<u>7</u>	<u>\$43.98</u>
		<u>6</u>	<u>\$42.72</u>
		<u>5</u>	<u>\$41.46</u>
		<u>4</u>	<u>\$40.20</u>
		<u>3</u>	<u>\$38.95</u>
		<u>2</u>	<u>\$37.69</u>
		<u>1</u>	<u>\$36.43</u>

The parties agree effective as of May 31, 2025, the affected employees will transfer into the new classification and/or basic wage scales as outlined below:

<u>Emp #</u>	<u>Name</u>	<u>Classification</u>	<u>Rate Step</u>	<u>Hourly Wage Rate</u>	<u>New Classification</u>	<u>Rate Step Effective May 31, 2025</u>	<u>Hourly Wage Rate Effective May 31, 2025</u>
07971	Debra Jones	Customer Service Analyst I	6	\$46.39	Customer Service Analyst	10	47.75

Emp #	Name	Classification	Rate Step	Hourly Wage Rate	New Classification	Rate Step Effective May 31, 2025	Hourly Wage Rate Effective May 31, 2025
18321	Alyssa Bryant	Customer Service Analyst III	5	\$38.07	Customer Service Analyst	5	41.46
17001	Jake Oster	Customer Service Analyst III	2	\$36.81	Customer Service Analyst	4	40.20
16843	Lindsay Grashorn	Customer Service Analyst IV	2	\$33.06	Customer Service Analyst	1	\$36.43

#### ELECTRICAL SERVICE DESIGNER

The parties agree to remove the Electrical Service Designer from the No Rate Wage Structure and reduce the number of steps to ten (10).

Occd	Classification Title	Rate Step	Hourly Rate Effective June 1, 2024	Rate Step	Hourly Rate Effective May 31, 2025
2125	Electrical Service Designer		<del>No Rate</del>	<u>10</u>	<u>\$63.13</u>
				<u>9</u>	<u>\$62.39</u>
				<u>8</u>	<u>\$61.59</u>
				<u>7</u>	<u>\$60.92</u>
				<u>6</u>	<u>\$60.28</u>
				<u>5</u>	<u>\$59.77</u>
				<u>4</u>	<u>\$58.71</u>
				<u>3</u>	<u>\$58.22</u>
				<u>2</u>	<u>\$57.55</u>
				<u>1</u>	<u>\$56.71</u>

The parties agree effective as of May 31, 2025, the affected employees will transfer into the new classification and/or basic wage scales as outlined below:

Emp #	Name	Classification	Wage Step	Hourly Wage Rate	Rate Step Effective May 31, 2025	Wage Rate Effective May 31, 2025
9342	Samantha Lineberry	Electrical Service Designer	37	\$53.62	1	\$56.71

#### TRANSMISSION & DISTRIBUTION CONSTRUCTION DIVISION

The parties agree to the removal of Clerk Specialist classification and wage rate. The parties further agree to a wage upgrade for the Senior Operations Support Clerk.

#### SECTION 17. TRANSMISSION & DISTRIBUTION CONSTRUCTION DIVISION.

The following shall be the departments, classifications and basic wages of the Transmission & Distribution Construction Division:

<u>Occd</u>	<u>Classification Title</u>	<u>Rate Step</u>	<u>Hourly Rate Effective June 1, 2024</u>	<u>Rate Step</u>	<u>Hourly Rate Effective May 31, 2025</u>
<del>1108</del>	<del>Clerk Specialist</del>	<del>3</del>	<del>\$50.80</del>		
		<del>2</del>	<del>\$50.38</del>		
		<del>1</del>	<del>\$49.84</del>		
3112	Senior Operations Support Clerk	<del>3</del>	<del>\$48.60</del>	<u>3</u>	<u>\$50.56</u>
		<del>2</del>	<del>\$48.11</del>	<u>2</u>	<u>\$49.28</u>
		<del>1</del>	<del>\$47.75</del>	<u>1</u>	<u>\$48.00</u>

The parties agree effective as of May 31, 2025, the affected employees will transfer into the new classification and/or basic wage scales as outlined below:

<u>Emp #</u>	<u>Name</u>	<u>Classification</u>	<u>Hourly Wage Rate as of May 31, 2025</u>	<u>Rate Step as of May 31, 2025</u>	<u>Proposed No Rate Step as of May 31, 2025</u>	<u>Proposed No Rate Wage Rate as of May 31, 2025</u>
9351	Amy Lawler	Sr. Operations Support Clerk	\$48.60	3	3	\$50.56
10337	Nicole McWilliams	Sr. Operations Support Clerk	\$48.60	3	3	\$50.56

#### CUSTOMER EXPERIENCE AND OPERATIONS DIVISION

##### DIGITAL MEDIA COORDINATOR

#### SECTION 22. CORPORATE MARKETING AND COMMUNICATIONS DIVISION.

The parties agree to reduce the Digital Media Wage Scale from eight (8) steps to five (5) steps with a wage enhancement.

<u>Occd</u>	<u>Classification Title</u>	<u>Rate Step</u>	<u>Hourly Rate Effective</u>	<u>Rate Step</u>	<u>Hourly Rate Effective</u>
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			<b>June 1, 2024</b>		<b>May 31, 2025</b>
3950	Digital Media Coordinator	<del>8</del>	<del>\$46.39</del>	<u>5</u>	<u>\$47.78</u>
		<del>4</del>	<del>\$43.28</del>	<u>4</u>	<u>\$46.98</u>
				<u>3</u>	<u>\$46.18</u>
				<u>2</u>	<u>\$45.38</u>
				<u>1</u>	<u>\$44.58</u>

The parties agree effective as of May 31, 2025, the affected employees will transfer into the new basic wage scales as outlined below:

<b>Emp #</b>	<b>Name</b>	<b>Classification</b>	<b>Rate Step</b>	<b>Hourly Wage Rate</b>	<b>Rate Step Effective May 31, 2025</b>	<b>Wage Rate Effective May 31, 2025</b>
<b>21666</b>	Danielle Beebe	Digital Media Coordinator	8	\$46.39	4	\$46.98

#### SENIOR CUSTOMER CARE REPRESENTATIVE

The parties agree to modify the following wages in the Customer Services Department:

#### SECTION 24. CUSTOMER EXPERIENCE AND OPERATIONS DIVISION

##### D. Customer Care Services Department

<b>Occd</b>	<b>Classification Title</b>	<b>Rate Step</b>	<b>Hourly Rate Effective June 1, 2024</b>	<b>Hourly Rate Effective May 31, 2025</b>
1465	Senior Customer Care Representative	5	<del>\$39.41</del>	<u>\$43.01</u>
		4	<del>\$38.52</del>	<u>\$42.04</u>
		3	<del>\$37.67</del>	<u>\$41.08</u>
		2	<del>\$36.82</del>	<u>\$40.11</u>
		1	<del>\$35.99</del>	<u>\$39.14</u>
1478	Customer Care Representative	3	<del>\$29.38</del>	<u>\$31.87</u>
		2	<del>\$27.74</del>	<u>\$30.16</u>
		1	<del>\$26.11</del>	<u>\$28.45</u>

The parties agree effective as of May 31, 2025, the affected employees will transfer into the new basic wage scales as outlined below:

<b>Emp #</b>	<b>Name</b>	<b>Classification</b>	<b>Rate Step</b>	<b>Hourly Wage Rate</b>	<b>Rate Step Effective May 31, 2025</b>	<b>Wage Rate Effective May 31, 2025</b>
<b>8680</b>	Brian Anderson	Senior Customer Care Representative	5	\$39.41	2	\$40.11
<b>14565</b>	Jayda Butkus	Senior Customer Care Representative	2	\$36.82	1	\$39.14
<b>20273</b>	Brittany Stock	Senior Customer Care Representative	3	\$37.67	1	\$39.14
<b>22306</b>	Rhea Jensen	Senior Customer Care Representative	2	\$36.82	1	\$39.14
<b>24414</b>	Benjamin Micek	Senior Customer Care Representative	1	\$35.99	1	\$39.14
<b>8788</b>	Fonda Cross	Customer Care Representative*	3	\$34.40	3	\$31.87
<b>13891</b>	Carla Gochanour	Customer Care Representative*	3	\$34.40	3	\$31.87
<b>14926</b>	Lena Foye	Customer Care Representative *	3	\$34.40	3	\$31.87
<b>15529</b>	Mecia Augustine	Customer Care Representative *	3	\$34.40	3	\$31.87
<b>9046</b>	Kim Melton	Customer Care Representative	3	\$29.38	2	\$30.16
<b>9704</b>	Peter Schiltz	Customer Care Representative	3	\$29.38	2	\$30.16
<b>10258</b>	Tammy Grant	Customer Care Representative	3	\$29.38	2	\$30.16
<b>10842</b>	Pamela Reese	Customer Care Representative	3	\$29.38	2	\$30.16
<b>13594</b>	Cassandra Schofield	Customer Care Representative	3	\$29.38	2	\$30.16
<b>13838</b>	Kevin Kerwin	Customer Care Representative	3	\$29.38	2	\$30.16
<b>14530</b>	Jay Young	Customer Care Representative	3	\$29.38	2	\$30.16
<b>17005</b>	Tracy Miller	Customer Care Representative	3	\$29.38	2	\$30.16
<b>16468</b>	Karla Karr	Customer Care Representative	3	\$29.38	2	\$30.16
<b>20154</b>	Deborah Johnson	Customer Care Representative	3	\$29.38	2	\$30.16



<b>Emp #</b>	<b>Name</b>	<b>Classification</b>	<b>Rate Step</b>	<b>Hourly Wage Rate</b>	<b>Rate Step Effective May 31, 2025</b>	<b>Wage Rate Effective May 31, 2025</b>
<b>20149</b>	Jennifer Lippold	Customer Care Representative	3	\$29.38	2	\$30.16
<b>22605</b>	Skylar Dailey	Customer Care Representative	3	\$29.38	2	\$30.16
<b>22610</b>	Anthony Garcia	Customer Care Representative	3	\$29.38	2	\$30.16
<b>22303</b>	Edward Mendoza	Customer Care Representative	3	\$29.38	2	\$30.16
<b>22305</b>	Thomas Frith	Customer Care Representative	3	\$29.38	2	\$30.16
<b>22326</b>	Amanda Brothers	Customer Care Representative	3	\$29.38	2	\$30.16
<b>21986</b>	Faith Sperry	Customer Care Representative	3	\$29.38	2	\$30.16
<b>21327</b>	Karoline Andrlik	Customer Care Representative	3	\$29.38	2	\$30.16
<b>20073</b>	Patrick Eddy	Customer Care Representative	3	\$29.38	2	\$30.16
<b>22604</b>	Hailee Placzek	Customer Care Representative	3	\$29.38	2	\$30.16
<b>24413</b>	Liseth Spencer	Customer Care Representative	3	\$29.38	2	\$30.16
<b>24412</b>	Michael Koczur	Customer Care Representative	3	\$29.38	2	\$30.16
<b>25489</b>	Guadalupe Sanchez	Customer Care Representative	2	\$27.74	2	\$30.16
<b>25490</b>	Mardell Nacarelli	Customer Care Representative	2	\$27.74	2	\$30.16
<b>25500</b>	Emelia Rau	Customer Care Representative	1	\$26.11	1	\$28.45
<b>25618</b>	Linda Lopez	Customer Care Representative	1	\$26.11	1	\$28.45
<b>18318</b>	Steven Neal	Customer Care Representative	1	\$26.11	1	\$28.45
<b>25501</b>	Sarah Stambaugh	Customer Care Representative	1	\$26.11	1	\$28.45
<b>25602</b>	Daniel Arens	Customer Care Representative	1	\$26.11	1	\$28.45

\*In accordance with the Memorandum of Understanding | Customer Experience and Operations | Energy Plaza Branch Closure dated September 25, 2024, as of June 1, 2025, the affected

employees, namely Mses. Cross, Gochanour, Foye, and Augustine, will receive the hourly wage rate of a Customer Care Representative, Step 3.

## EXHIBIT “B” DIVISIONAL RULES

### MEAL ALLOWANCE ENHANCEMENT

The parties agree to increase the meal allowance from \$20.00 to \$22.00, clarify that regardless of the number of meals earned, only one (1) meal hour is earned and such hour is deemed to have been worked. The parties agree that premiums will be paid on the meal hour. This allowance change will be applied throughout the Agreement.

## EXHIBIT “B”

### SECTION 1. GENERAL RULES

#### F. 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.

If the employee is classified as a shift worker, who works a straight shift with no scheduled paid or unpaid break, and in Nuclear Operations is not able to leave their ~~post work station or the property for the purposes of eating~~ for a meal, the employee will be paid a meal allowance and will receive one (1) hour of pay at the appropriate wage rate for ~~every each~~ meal earned during overtime. However, only one (1) meal ~~This will not~~ be counted as time worked in determining rest time.

## HEADQUARTERS

The parties agree to remove Energy Plaza as a headquarters and add “Metropolitan Omaha”.

### SECTION 1. GENERAL RULES

#### H. Travel Allowance.

3. Travel within the Metropolitan Area. ~~The Metropolitan Area,~~ will be defined as Metropolitan Omaha and include the following Service Center(s) or Power Station(s): Energy Plaza, Elkhorn Center, Papillion Center, Omaha Center,, Jones Street Power Station, North Omaha Power Station, Sarpy County Power Station, Standing Bear Lake Power Station, and Turtle Creek Power Station. This provision applies to all employees where the employee is assigned to a location other than their regular job headquarters. Employees will be paid at the existing IRS reimbursement rate for all roundtrip miles. Reimbursement will continue for each relocation per day.

## SECTION 8. SUPPLY CHAIN MANAGEMENT (EXCLUDING TRANSPORTATION & CONSTRUCTION EQUIPMENT DEPARTMENT) DIVISION RULES.

A. **Headquarters.** Each employee in this section will be assigned to a Regular Headquarters. However, in order to efficiently and satisfactorily accomplish work, either scheduled or emergency, an employee, may upon reasonable notice, be required to report for work at an alternate location on Temporary Headquarters or Job Headquarters status. Reasonable notice shall be a minimum of twenty (20) hours prior to the reporting time for scheduled work. During emergencies, as defined in Article I, Section 3. Paragraph (H), the notice period shall not apply.

1. **Regular Headquarters.** Regular Headquarters shall be the Fort Calhoun Power Station, North Omaha Power Station, Jones Street Power Station, Nebraska City Power Station ~~or Energy Plaza, or Metropolitan Omaha.~~ When an employee is permanently assigned to Regular Headquarters, the assignment shall be for a period in excess of one (1) year. However, an employee may be reassigned in less than one (1) year if such change is required for immediate or imminent promotion. When an employee is permanently reassigned from one Regular Headquarters to another, the employee shall be given a written notice of such change a minimum of seven (7) calendar days prior to the effective date.

2. **Job Headquarters.** Job Headquarters may be established at the Fort Calhoun Power Station, North Omaha Power Station, Jones Street Power Station, Nebraska City Power Station, or Metropolitan Omaha ~~Energy Plaza.~~ When an employee is assigned on Job Headquarters status, the employee will be allowed a travel allowance in accordance with Exhibit "B", Section 1, paragraph (H) Travel Allowance. The employee will be required to report for work and quit work at the employee's regular starting and quitting time at their Job Headquarters' location.

## ENERGY PRODUCTION

### PROGRAMS ENGINEERING DEPARTMENT 459 – COMPRESSED WORKWEEKS

The parties agree to add the Program Engineering Department 459 to the Compressed Workweek Schedule.

## SECTION 5. ENERGY PRODUCTION RULES.

**D. Employees with Compressed Workweeks.** Employees in the Energy Production Nuclear Decommissioning Business Unit, excluding employees either a.) covered under the Fort Calhoun Station – Decommissioning – Alternative Work Schedule; b.) Design Engineering Department 451; or c.) Radiation Protection/Chemistry Department 843, whose work periods are in accordance with Article IV, Section 2. Non-Shift Workers shall be placed on a compressed workweek schedule as described below.

<b>Training Administrative Department 464</b>	<b>Energy Production Integrated Work Management Online &amp; Outage Planning &amp; Scheduling Department 853</b>
• Administrative Assistant	• Production Planner
• PETS Records Coordinator	• Scheduler
• Instructional Technologist	
• Senior Instructional Technologist	
<b><u>Programs Engineering</u> Department 459</b>	<b>Nebraska City Administrative Department 480</b>
• <u>CMO Technician - Rotating Equipment</u>	• Chemist
• <u>CMO Technician - Predictive Maintenance</u>	
• <u>Site Specialist NDE</u>	
• <u>Senior Site Specialist NDE</u>	

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#### FORCED OR PLANNED OUTAGE SCHEDULE

The parties agree to add the Program Engineering Department 459 to the Compressed Workweek Schedule.

#### SECTION 5. ENERGY PRODUCTION RULES.

##### **G. Employees with Compressed Workweeks.**

##### **7. Outages**

- 1) Employees in these work groups that are performing outage work ~~remain will be placed~~ on ~~an~~ their eight 8-hour or ten 10-hour base day scheduled during all outages (forced or scheduled). A scheduled outage will be designated on the GEMS Schedule. Outages not designate on the GEMS Schedule will be considered forced. Notification for scheduling outage shift assignments, regardless if force or scheduled, will follow Exhibit “B”, Section 1, I (Temporary Change in Working Hours).

- ~~i. If, however, a forced outage starts after the beginning of the workweek, the schedule will revert to an 8 hour day the next succeeding week for all employees working the outage.~~
- ~~i. If the outage starts after the beginning of the workweek and ends prior to 1800 hours on Sunday of that week, employees will continue to work the 10 hour day schedule.~~
- ~~1) All affected employees will revert back to the 10 hour day schedule the following week if the outage ends by 1800 hours on Sunday. If the outage does not end by 1800 hours on Sunday of that week all employees working the outage schedule (8 hour base day) will continue working the outage schedule.~~

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## CONFINED SPACE ROPE RESCUE INCENTIVE PAY

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

### SECTION 5. ENERGY MARKETING AND TRADING DIVISION, ENGINEERING SERVICES DIVISION, AND ENERGY PRODUCTION DIVISION RULES

**H. 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 year proceeding year, volunteers will receive a one-thousand dollar (\$1,000) annual incentive for maintaining OSHA compliance for the entire calendar year. 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 the initial training has been completed by the employee in July 2025, the employee will be paid the five-hundred-dollars (\$500). If the employee continues to maintain their OSHA compliance as defined above, the employee will receive the 2026 incentive of one-thousand dollars (\$1,000) in January of 2027.

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## INCLEMENT WEATHER CLOTHING

The parties agree to provide Inclement Weather Clothing for employees required to perform duties in varying outside weather conditions.

### I. Inclement Weather Clothing. The Company shall furnish at half cost, to

any employee who is required to perform duties in varying outside weather conditions, one (1) jacket and one (1) pair of bibs. Furnished clothing shall become the personal property of such employee and shall be replaced by the Company, in accordance with above, when it becomes unusable in the service of the Company.

## NUCLEAR DECOMMISSIONING

The parties agree to modify the Section 6. Nuclear Decommissioning Rules as follows:

### SECTION 6. NUCLEAR DECOMMISSIONING RULES.

~~A. **Employees with Irregular Working Periods.** Employees in the following work Group whose working periods are not in accordance with Article IV, Sections 1 or 2 shall be considered workers with irregular working periods.~~

~~—— Technical Computer Programming Group~~

~~—— [Excluding Nuclear Process Computing Services Department]~~

~~—— Programmer Analyst~~

~~—— Senior Programmer~~

~~—— Programmer~~

~~—— Employees may be assigned to working periods which are not in accordance with Article IV, Sections 1 or 2, if such assignment shall be in the best interest of both parties to the Agreement.~~

**A. B. Shift Workers.** Workers in the following classification set forth in Exhibit “A” shall be considered shift workers:

Senior Chemistry Technician

Senior Radiation Protection Technician

Radiation Protection Technician

Radiation Protection Technician Trainee

**B. Headquarters.** Each employee in Nuclear Decommissioning will be assigned to a Regular Headquarters. However, in order to efficiently and satisfactorily accomplish work, either scheduled or emergency, an employee may, upon reasonable notice, be required to report for work at an alternate location on Temporary Headquarters or Job Headquarters status. Reasonable notice shall be a minimum of twenty (20) hours prior to the reporting time for scheduled work. During emergencies, as defined in Article I, Section 3. Paragraph (H), the notice period shall not apply.

**1. Regular Headquarters.** Regular Headquarters shall be Cass County Power Station, Fort Calhoun Power Station, Jones Street Power Station, Nebraska City Power Station, North Omaha Power Station, Sarpy County Power Station, Standing Bear Power Station and Turtle Creek Power Station. When an employee is permanently assigned to Regular Headquarters, the assignment shall be for a period in excess of one (1) year. However, an employee may be reassigned in less than one (1) year if such change is

required for immediate or imminent promotion. When an employee is permanently reassigned from one Regular Headquarters to another, the employee shall be given a written notice of such change a minimum of seven (7) calendar days prior to the effective date.

**2. Job Headquarters.** Job Headquarters may be established at the Cass County Power Station, Fort Calhoun Power Station, Jones Street Power Station, Nebraska City Power Station, North Omaha Power Station, Sarpy County Power Station, Standing Bear Power Station, or Turtle Creek Power Station. When an employee is assigned on Job Headquarters status, a location other than their Regular Headquarters, the employee will be allowed a travel allowance in accordance with Exhibit “B”, Section 1, paragraph (H) Travel Allowance. The employee will be required to report for work and quit work at the employee’s regular starting and quitting time at their Job Headquarters location.

**DC. Tools.** The Company will transport the necessary tools, including the employees’ personal tools and clothing, if requested, from one location to another. An employee will not be required to transport tools in their personal car. The Company will provide certain hand tools and equipment at each location to supplement the employee’s own tools. The tools furnished by the Company will be available for and normally adequate for emergency work.

~~**E. Change in Working Hours for Training Session.** For training support of the Nuclear Operations Simulator or for training purposes, shift workers and/or employees in the following classifications may be schedule to work any period of eight and one-half (8 ½) consecutive hours with a one-half (½) hour non-paid lunch period break:~~

~~\_\_\_\_\_ Senior Instructional Technologist  
\_\_\_\_\_ Instructional Technologist  
\_\_\_\_\_ Programmer Analyst  
\_\_\_\_\_ Senior Programmer  
\_\_\_\_\_ Programmer  
\_\_\_\_\_ Senior Emergency Planning Representative  
\_\_\_\_\_ Emergency Planning Representative~~

**FD. Chemistry and Radiation Protection Department**

## 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 10. 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. Additionally, employees who do not normally support System Emergencies, but are called upon to perform duties of a classification who receives the enhanced pay, will earn such pay while performing such duties. It is agreed that Exhibit “D” will be modified to include Part-Time Operations Support Clerks to the enhanced pay provisions during System Emergency.

## ARTICLE I



## TERM OF AGREEMENT, AMENDMENTS, AND DEFINITIONS

### SECTION 1. TERM OF AGREEMENT – AMENDMENTS.

**H. Emergencies.** shall be defined as any situation wherein it is necessary for the Company and its employees to take immediate action in order to save life or to prevent or relieve serious injury, serious damage to property of the public or of the Company, or interruptions of service to the public. Emergency may include one (1) or more of the following:

- Emergency as declared by the Federal, State or Local Government
- Pandemic as declared by the Federal, State or Local Government
- Civil emergency event including but not limited to rioting, curfews, etc.
- Technological emergency including but not limited to internet outage at an OPPD facility, cyber-attack, ransomware, etc.
- Natural or manmade disaster that has caused or potential to cause damage of such severity affecting lives, OPPD property, public health and safety, or to lessen or avert the threat of such disaster

A declaration of a ~~Level 1 or Level 2 Event~~ System Emergency Event as defined by the Storm Emergency Response Plan is excluded from this definition.

### EXHIBIT “B” OMAHA PUBLIC POWER DISTRICT DIVISIONAL RULES

SECTION 10. DIVISIONAL RULES COMMON TO ENGINEERING & SUBSTATION DIVISION, ENGINEERING SERVICES DIVISION, TRANSMISSION & DISTRIBUTION CONSTRUCTION DIVISION, OPERATIONS SUPPORT DIVISION, GRID OPERATIONS DIVISION, TECHNOLOGY & SECURITY DIVISION, SUPPLY CHAIN MANAGEMENT DIVISION, AND CUSTOMER SALES AND SERVICE DIVISION.

#### A. Storm Restoration.

1. 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 Event~~ System Emergency Event 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 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.

2. Meal allowances earned during the Storm Restoration event will be granted consistent with Meals During Overtime Work, the Scheduled Overtime, Overtime Day (Exhibit B, Section 1, F.) provision [Exhibit B, Section 1, F., 3. a.] until the initial break. Each subsequent day, two (2) meal allowances will be earned each day of a System Emergency. Additionally, each day a meal is earned the employee will be paid one (1) additional hour of pay at the appropriate overtime. Management does reserve the right to furnish meals rather than pay meal allowances during Storm Restoration periods.

3. Employees may be assigned to work alternative schedules during these periods of storm restoration and will only be paid for actual hours worked and not for base hours not worked; however, when the storm is declared over and the employee is transitioned back to their regular schedule, the employee will not lose base hours due to the transition. Once the storm event is declared over or an employee is excused from restoration work, the transition back to a regular schedule will be consistent with the contract provisions contained in Article IV, Section 5, Paragraph G. However, this provision for Storm Restoration will take precedence over the rest time provisions of the Agreement during the storm and restoration period.

4. In accordance with Exhibit "D," Sections 3 and 5, Part Time Operations Support Clerks, who are working the same schedule as full-time employees extended work period, will be entitled to the enhanced pay provisions during a System Emergency Event.

5. Employees in a classification who do not normally support System Emergencies who are temporarily assigned to perform job duties during Storm Restoration and perform such duties for the same extended hours as an employees covered by this section will be entitled to the enhanced pay provisions while working such System Emergency.

#### **B. Storm Restoration Clarification.**

OPPD Management and Union Leadership expect Members of IBEW 1483 to respond to the needs of OPPD during any level of Storm Restoration or other Power Restoration work in an effort to provide for Customer Owner Safety, efficient power restoration, and to discourage the use of Contractors.

#### **Storm Classifications**

**SYSTEM DISTURBANCE:** There are NO changes to regular pay, overtime pay or the rest time provisions during a System Disturbance.

**EMPLOYEE RELEASES AND REST DURING SYSTEM DISTURBANCES:** If an employee is tired due to working long hours, the employee will be released upon stating that they are too tired to work safely due to exhaustion. (Note: It may not be feasible for every employee requesting to be released from duty to have the option of leaving. It will be at management's discretion to decide how many employees can be released.)

When an employee is released, the Company may explain to the employee that they are needed to return to continue the System Disturbance work after their rest break. In cases where the Company asks and schedules the employees to return after their Contract prescribed rest, the employees will work their minimum callout (3 hours) or more. The employee recognizes that being released for rest and returning to duty during a “System Disturbance” breaks their time and that the employee will return to their regular pay schedule (i.e. regular pay and overtime) as dictated by the Contract Agreement.

EMPLOYEES ON REST WHEN A SYSTEM DISTURBANCE IS UPGRADED TO A ~~LEVEL 1 OR LEVEL 2 EVENT~~ SYSTEM EMERGENCY EVENT: If an employee is on a rest break after working a System Disturbance and the storm is upgraded to a ~~Level 1 or Level 2~~ System Emergency event, the employee will be told of the upgrade on their return and will be deemed to have taken their first break. They will then begin working under the pay provisions of the Storm Restoration Clause in the contract and receive the appropriate pay (typically base or regular pay plus 50% for the second day of work).

EMPLOYEES ABSENT FOR PERSONAL REASONS WHEN A SYSTEM DISTURBANCE IS UPGRADED TO A ~~LEVEL 1 OR LEVEL 2 EVENT~~ SYSTEM EMERGENCY EVENT: Employees from time-to-time have scheduled and non-scheduled personal events that they need or want to attend. Management and Union Leadership expect employees to work unless they have plans that can not be reimbursed or that would cause a hardship on their family. Employees being released for such a personal event need to understand the result of the decision they are making.

If during a System Disturbance an employee has a previously planned personal event and requests to be released, and the System Disturbance is subsequently upgraded to a ~~Level 1 or Level 2~~ System Emergency event during their absence, the employee recognizes that they will “start over” under the pay provisions of the Storm Restoration clause of the Contract Agreement when they return to work (i.e. They will return at their regular, non overtime pay rate.)

EMPLOYEE RELEASED FOR SCHEDULED VACATION WHILE WORKING SYSTEM DISTURBANCES: If an employee has scheduled vacation planned before a System Disturbance is declared, they will be released for this vacation if they desire. If the System Disturbance is subsequently upgraded to a ~~Level 1 or Level 2~~ System Emergency event during their absence, the employee recognizes that they will “start over” under the pay provisions of the Storm Restoration clause of the Contract Agreement when they return to work (i.e. They will return at their regular, non overtime pay rate.)

~~LEVEL 1 or LEVEL 2~~ SYSTEM EMERGENCY EVENT: There are regular and overtime pay rule changes that apply during ~~Level 1 or Level 2~~ System Emergency events.

Employees working a ~~Level 1 or Level 2~~ System Emergency event earn no rest time.

BASE HOURS: Employees working ~~Level 1 or Level 2~~ System Emergency events will retain their normal “base hours” 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. Management will go back 24 hours before a storm is declared to adjust time if necessary. Whenever an employee ends their storm duty, the employee's last day will always revert back to their normal base day.

CODING TIME OFF DURING A ~~LEVEL 1 OR LEVEL 2 EVENT~~SYSTEM EMERGENCY EVENT: Employees who are not working their base hours on base hour days will be on no pay for the hours they are off and will code their base hours during the first eight hours of work. For example, if an individual is working the middle of a storm and their hours are midnight to 0800 and 1600 to midnight. They'll be paid storm pay for 0000 to 0800 (100% to base and either 50% or 100% to storm restoration, Code 512 or 524) and from 1630 to midnight (applicable overtime rate), but no pay during their normal base hours of 0800 to 1630,

CODING TIME AT THE END OF A ~~LEVEL 1 OR LEVEL 2 EVENT~~SYSTEM EMERGENCY EVENT: When a storm is declared over, employees who do not work their base hours or only work a portion of them will code base hours for the hours worked and code the hours they are off during their base hours at 100% to base. For example, an individual who continues to work after midnight and works to 0600., is released, the storm is declared over, and the individual does not return to work will get 0000 to 0600 at the applicable storm pay and eight (8) hours base pay at Code 827.

EMPLOYEES REQUESTING TO BE RELEASED FROM DUTY DURING A ~~LEVEL 1 OR LEVEL 2 EVENT~~SYSTEM EMERGENCY EVENT: If an employee requests to be released for personal reasons (previously planned family or personal functions) during a System Emergency~~Level 1 or Level 2~~ event, the employee recognizes that they will "start over" under the pay provisions of the Storm Restoration clause of the Contract Agreement when they return to work (i.e. They will return at their regular, non overtime pay rate if returning on regular workdays.) Management and Union Leadership expect employees to work unless they have plans that can not be reimbursed or that would cause a hardship on their family.

#### **MISCELLANEOUS ITEMS:**

1. The order of the storm callout for the Elkhorn, Papillion and Omaha Clerks (Metro Centers) will be as follows:
  - Elkhorn, Papillion and Omaha Operation Clerks (Metro Centers) shall be on one overtime list. The Operation Clerks from the Elkhorn, Papillion and Omaha Centers will be called out based on low overtime from a combined list regardless which Center is open for the storm. Seniority will be based upon classification seniority, employees with the most time as an Operation Clerk will be considered senior to those with less time as an Operation Clerk. In the event of a storm employees will make reasonable efforts to be available to work. Management will determine the order of opening the Centers and fill the Centers according to the order of the callout list (from low overtime to high overtime).
  - In the event that a non-metro Center/Area Office (offices other than Elkhorn, Papillion and Omaha) need additional support beyond their normally assigned clerks, metro

clerks will be called based upon low total of overtime hours. Management reserves the right to determine the location to which these clerks report.

2. Employees will not be told to call in after being released during any level of storm. The Company will call the employee if they need additional resources that were not expected.
3. Employees will be called out to work ~~Level 1 or Level 2 events~~ System Emergency event by a Company Supervisor or in person. Once the Automated Call-Out (ACO) technology is available and communicated, callout will be conducted using this system.
4. It is the Supervisor's responsibility to ensure that ~~clerks-employees~~ stop working in time to be released as scheduled for each break of their rotation and if for some reason the job needs to be finished before leaving, the Supervisor will make that exception.
5. The Company will communicate rest periods to employees working storms as soon as possible to enable them to plan accordingly.

~~7. Meal allowances earned during the Storm Restoration event will be granted consistent with the Scheduled Overtime, Overtime Day provision, which states an employee must work ten (10) hours to qualify for a meal allowance. However, on day one of the storm event, meal allowances earned will be granted consistent with a callout, which states an employee must work four (4) hours to qualify for a meal allowance. The meal allowance will continue at six (6) hours of work thereafter until released their first break. Management does reserve the right to furnish meals rather than pay meal allowances during the Storm Restoration periods. When a meal is furnished, it shall be of a quality equal to a meal purchased in a restaurant. Considerations will be made for dietary restrictions. For each meal earned and provided by the Company, the employee will be allowed reasonable time away from their desk to eat such meal and will be permitted to leave the facility for one earned meal break. When the meal is provided by the Company and the employee chooses to leave, they will be responsible for the cost of that meal.~~

**EXHIBIT "D"**  
**PART TIME EMPLOYEES REPRESENTED BY THE INTERNATIONAL  
BROTHERHOOD OF ELECTRICAL WORKERS LOCAL 1483**

SECTION 3. ARTICLES II, III AND XI AND EXHIBIT "B", SECTION 10  
(LIMITED)

Articles II, III, and XI are incorporated into this Exhibit and will be applied to represented part time employees.

Exhibit "B", Section 10, is incorporated into this Exhibit and will only be applied to represent part time employees in the classification of Part Time Operations Support Clerk.

No other Articles or Exhibits of the Collective Bargaining Agreement between OPPD and IBEW Local No. 1483 shall apply to represented part time employees.

**SECTION 5. OVERTIME.** All employees are expected to be available for work during emergencies or, when in the opinion of the Company, such work is necessary for the continuance of efficient operations or service to the customers.

- A. Overtime is defined as any and all hours worked in excess of forty (40) hours of work in any one work week.
- B. Overtime hours will be compensated at the rate of one and one half (1 ½) times the employee's base hourly rate.
- C. A work week is defined as beginning on Sunday and ending on Saturday.
- D. During a declared System Emergency Event, Part Time Operations Support Clerk who are working extended work periods, will be entitled to the enhanced pay In accordance with provisions in Exhibit "DB", Sections 10, 3 and 5, Part Time Operations Support Clerks, who are working the same schedule as full-time employees, will be entitled to the enhanced pay provisions during a System Emergency event.

## TECHNOLOGY AND SECURITY

The parties agree to qualification to be an Acting Service Desk Analyst Lead.

### SECTION 7. TECHNOLOGY AND SECURITY DIVISION RULES.

**B. Service Management – Out-of-Classification Rate:** In the event that the Service Desk Analyst Lead is absent from work for an entire day, the Company will appoint a qualified Service Desk Analyst to act as the Service Desk Analyst Lead. A qualified Service Desk Analyst is an employee with at least two (2) years of experience as a Service Desk Analyst.

The Company will ask for qualified volunteers and appoint based on the employee's classification seniority as defined by Article V. The Company will follow a round-robin sequence; the Company will sequentially start with the most senior qualified employee and ask down the seniority list. After the initial ask, the most senior qualified employee will be slotted at the bottom of the seniority list, and the second most senior qualified employee will become first asked for the next time the Company needs to appoint a Service Desk Analyst to act as the Service Desk Analyst Lead. This round-robin sequence would continue after each ask for volunteers. For Example, the Company would ask for volunteers following the sequence below:

<i>Seniority List</i>	<i>First Request</i>	<i>Second Request</i>	<i>Third Request</i>
<i>Bob</i>	<i>Bob</i>	<i>Sally</i>	<i>Mary</i>
<i>Sally</i>	<i>Sally</i>	<i>Mary</i>	<i>Todd</i>
<i>Mary</i>	<i>Mary</i>	<i>Todd</i>	<i>Bob</i>
<i>Todd</i>	<i>Todd</i>	<i>Bob</i>	<i>Sally</i>

If the Company is unable to fulfill in this manner, the least senior qualified employee will be appointed to act as the Service Desk Analyst Lead.

## AGREEMENT CLEAN-UP

### REMOVAL OF PAST EFFECTIVE DATES

The parties agree to remove past effective dates from Article I, Section 3. Definitions Paragraph E. Twenty-Four Hour Coverage and Article VII, Section 1. Vacation Leave. The parties agree to modify Exhibit “B”, Section 15. Paragraph A. ISFSI Organization – Security Department at the Fort Calhoun Station as follows:

#### A. ISFSI Organization – Security Department at the Fort Calhoun Station

##### 6. Vacations.

i. Vacations shall be scheduled in accordance with Article VII, ~~except as amended below:~~

~~To the extent possible, all outstanding 2020 vacation request, will be honored. A determination will be made within twenty one (21) business days upon the implementation of the ISFSI Security and Emergency Plans. If multiple employees request vacation on the same day, and only one (1) employee can be given off, the employee with the highest seniority will be granted the 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.

## EXHIBIT “D” – PART-TIME EMPLOYEES

### HEALTH INSURANCE CHANGES

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

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

### DEFERRED COMPENSATION MATCH CHANGES

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

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

*The parties agree, effective June 1, 2025*

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

## CLASSIFICATIONS AND BASIC WAGES – PART-TIME OPERATIONS SUPPORT CLERK

The parties agree effective May 31, 2025 to modify the wage structure of the Part-Time Operations Support Clerk.

### Part-Time Administrative

Occd	Classification Title	June 1, 2024		May 31, 2025	
		Rate Step	Hourly Rate	Rate Step	Hourly Rate
9925	Part-Time Operations Support Clerk	4	\$33.74	8	\$46.39
		3	\$32.69	7	\$44.77
		2	\$31.63	6	\$43.17
		1	\$30.58	5	\$41.55
				4	\$39.95
				3	\$38.34
				2	\$36.73
				1	\$35.12

The parties agree effective as of May 31, 2025, the affected employees will transfer into the new classification and/or basic wage scales as outlined below:

Emp #	Name	Classification	Hourly Wage Rate as of May 31, 2025	Rate Step as of May 31, 2025	Proposed No Rate Step as of May 31, 2025	Proposed No Rate Wage Rate as of May 31, 2025
18245	Karen Bates	PT Operations Support Clerk	\$33.74	4	4	\$39.95

## JOB ORDER REIMBURSEMENT

The parties agree the Company shall waive reimbursement for the 2025 Union Negotiations team members only for the 2025 contract negotiations, up to thirty-five thousand dollars (\$35,000).





Spurgeon/Purnell

**RESOLUTION NO. XXXX**

**WHEREAS**, Management has recommended a general increase in basic wages of 4% for all permanent, full-time non-supervisory employees holding positions covered by the Union Agreement of International Brotherhood of Electrical Workers, Local No. 1483, effective June 1, 2025, and

**WHEREAS**, the Union Agreement for International Brotherhood of Electrical Workers, Local No. 1483 also reflects additional negotiated changes to the contracts, including, but not limited to, health insurance, retirement savings, post-retirement health insurance, holidays, inclement weather clothing, meal allowances, and relocation assistance, 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 that the collective bargaining agreement between the District and International Brotherhood of Electrical Workers, Local No. 1483, as set forth in the attached exhibit, is hereby approved, effective June 1, 2025.





## Pre-Committee Agenda

### CUSTOMER AND PUBLIC ENGAGEMENT PRE-COMMITTEE MEETING WEBEX VIDEOCONFERENCE June 9, 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) \*\* Customer Growth Update (McAreavey - 10 min)
  - a) Objective: Provide updates on customer growth trends affecting OPPD.
- 4) \* Legislative Session Recap (McAreavey - 30 min)
  - a) Objective: Provide recap of final outcomes of state legislative topics supported by and impacting OPPD.
- 5) Energy Plaza Update (Focht - 15 min.)
  - a) Objective: Provide the latest update of Energy Plaza
- 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.

\*\*Topics that will go to Closed Session during All-Committee meeting.



## Reporting Item

June 17, 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 and ended on June 2, 2025.
- b. The 119<sup>th</sup> Congress began on January 3, 2025 and is expected to end January 3, 2027.

### RECOMMENDED:

Signed by:



9426AD61477A435  
Timothy D. McAreavey  
Vice President – Customer Service

### APPROVED FOR REPORTING TO BOARD:

Signed by:

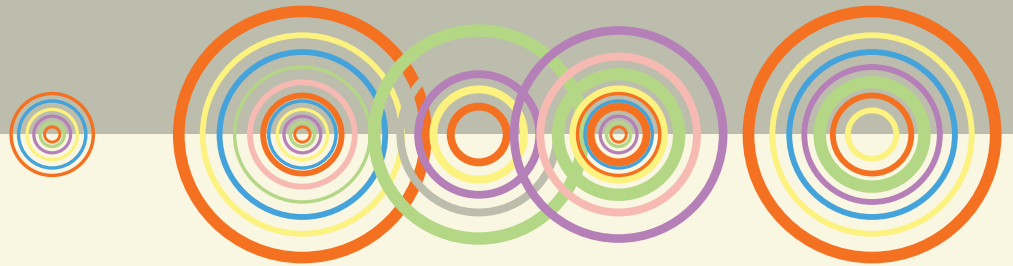


AC399F1CE562A7E  
L. Javier Fernandez  
President and Chief Executive Officer

Attachment: Legislative Update

➤ 6 17 2025 ➤

# LEGISLATIVE UPDATE



# AGENDA

- **STATE LEGISLATIVE UPDATE**
  - End of session and status on bills
  - Interim studies
- **FEDERAL UPDATE**
  - Reconciliation
  - LIHEAP
  - Tariffs
  - FEMA

# » **STATE LEGISLATIVE UPDATE**

# STATS OF THE 109TH LEGISLATURE, 1ST SESSION

**Commenced January 8th**  
**Adjourned Sine Die June 2nd**

- 204 bills passed
- 113 more bills amended into those that have or will soon become law
- OPPD took a position on 15 bills, monitored over 100 bills



**715**

Legislative  
Bills  
Introduced

**18**

Constitutional  
Amendments  
Introduced

**1,600**

Amendments  
drafted

**845**

Fiscal Notes  
requested

# STATE LEGISLATURE

## BILLS OF INTEREST TO OPPD

---

- Maintained OPPD's authorities and abilities on pole attachments and easements (**LB311**)
- Defended our interests for our Arbor Rail Line (**LB175** and **LB398**)
- Achieved exemptions and protections for the purchase of drones (**LB660**)
- Defended against expanded jurisdiction of the Power Review Board and other legislation on foreign adversary protections (**LB43** and **LB644**)
- Advocated for public power on nameplate capacity taxes (**LB468**)
- Helped develop and mitigate issues on crypto mining operations (**LB526**)

# CARRY OVER BILLS OF INTEREST

- **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**



# CARRY OVER BILLS OF INTEREST

- **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 LEGISLATURE

## INTERIM STUDIES OF INTEREST

---

- **LR 159 – Brandt - Examine how the nameplate capacity tax affects the development, operation, and long-term viability of privately developed renewable energy generation facilities located in Nebraska, Referred to Natural Resources Committee**
- **LR 192 – Sanders - Investigate public notice requirements in Nebraska, including those mandated under the Open Meetings Act and the Administrative Procedure Act, Referred to Government, Military and Veterans Affairs Committee**
- **LR 223 – Brandt - Examine issues within the jurisdiction of the Natural Resources Committee, Referred to Natural Resources Committee**
- **LR 225 – Dungan - Examine the need and implementation of a Green Amendment and the implications of adopting LR22CA, 2025, Referred to Natural Resources Committee**

# STATE LEGISLATURE

## INTERIM STUDIES OF INTEREST

---

- **LR 233 – Quick - Examine issues relating to state agency guidance documents, rules and regulations**, Referred to Government, Military and Veterans Affairs Committee
- **LR 234 – Storm - Examine the impact of the net-zero plans and goals of public power utilities**, Referred to Natural Resources Committee
- **LR 250 – Andersen - Examine whether power companies should be exempt from the Secure Drone Purchasing Act**, Referred to Government, Military and Veterans Affairs Committee
- **LR 257 – Bostar - Examine foreign and domestic threats to Nebraska agriculture**, Referred to Agriculture Committee
- **LR 260 – Dover - Determine the return on investment per kilowatt hour for businesses that choose to locate and set up their businesses in Nebraska**, Referred to Revenue Committee



# 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**

- **FEMA**



## Pre-Committee Agenda

### FINANCE PRE-COMMITTEE MEETING VIDEOCONFERENCE June 6, 2025 8:00 – 9:00 AM

- 1) Safety Briefing (Underwood – 3 min)
  - a) Promote awareness of current safety focus.
- 2) Prior Month Pre-Committee Action Items (Lane – 2 min)
  - a) Objective: Review and confirm prior pre-committee action items have been completed.
- 3) Financial Stewardship Update (Underwood/Via – 15 min)
  - a) Objective: Provide an update on the various organization-wide cost savings initiatives.
- 4) Authorization for NC2 Separate System Debt (Underwood – 10 min)\*
  - a) Objective: Provide background on the NC2 Separate System Bonds in order to seek authorization to refund previously issued NC2 Separate System Bonds.
- 5) SD-2: Rates Monitoring Report (Underwood – 5 min)\*
  - a) Objective: Affirm monitoring report meets the Committee's expectations for reporting requirements and align on recommendation.
- 6) Declining Blocks Removal (Underwood – 2 min)\*
  - a) Objective: Present customer feedback and provide a high-level summary of the action item in All-Committee meeting.
- 7) AMI Opt-Out (Underwood – 5 min)\*
  - a) Objective: Present customer feedback and provide a high-level summary of the action item in All-Committee meeting.
- 8) Rates 101 and 201 (Underwood – 10 min)
  - a) Objective: Provide a brief overview and logistics for the education sessions.
- 9) Board Work Plan – Finance Committee Items (Focht - 5 min)
  - a) Objective: Committee members to review and confirm items on the Board Work Plan.
- 10) Summary of Meeting (Lane - 2 min)
  - a) Objective: Summarize action items from committee discussion.

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



Omaha Public Power District

**BOARD OF DIRECTORS**

## Action Item

June 17, 2025

### ITEM

Authorization for the 2025/2026 Nebraska City Station Unit No. 2 Separate System Refinancing(s)

### PURPOSE

Create and authorize 2025/2026 Series Separate Electric System Revenue Bonds

### FACTS

- a. The District continually monitors interest rates to determine if potential debt refunding opportunities exist. Management believes that, if tax exempt interest rates remain at acceptable levels, it may be advantageous for the District to refund existing Separate Electric System debt. Any refunding debt issued would be used to repay existing debt and related transaction costs. The refunding would not provide economic benefit to OPPD, but it would provide debt service savings to the Nebraska City Station Unit No. 2 Participants involved in the original financing. The District's Financial Advisor, Barclays Capital Inc., has indicated that pursuing a refunding transaction is a reasonable strategy to capitalize on current market interest rates.
- b. Upon acceptable market conditions, Management may issue one or more new series of bonds to be known as the 2025/2026 Series Separate Electric System Revenue Bonds ("Authorized Bonds") with such additional letter designations as deemed appropriate at the time of issuance. The Authorized Bonds will be traditional tax-exempt bonds.
- c. It is advisable for the Board of Directors to authorize the President and Chief Executive Officer or the Vice President and Chief Financial Officer to complete the sale of up to \$225 million of Authorized Bonds upon acceptable debt service savings for refunding existing debt. This would be accomplished by a completed and executed Pricing Certificate(s) accompanied by a written opinion(s) of the District's Financial Advisor which would certify to the Board that the terms of the debt reflect rates competitive with current market conditions. Under these conditions, authorization to initiate and conclude a negotiated sale of Authorized Bonds would extend to and include December 31, 2026. Additionally, the attached Sales and Series Resolutions provide the flexibility to extend the authorization, pending Board approval, in the event that refunding opportunities are still available at the end of 2026.
- d. The Board of Directors will receive quarterly updates on the status of the Authorized Bonds. Final pricing of a series of Authorized Bonds will be presented at the next regularly scheduled Board Meeting immediately following the execution of the Bond Purchase Agreement.

### ACTION

Board authorization to sell up to \$225 million of Authorized Bonds to refund existing debt upon acceptable debt service savings and market conditions.

### RECOMMENDED:

DocuSigned by:

D76A6627FE154F8

Bradley R. Underwood  
Vice President and Chief Financial Officer

### APPROVED FOR BOARD CONSIDERATION:

Signed by:

AC399FDCE56247E

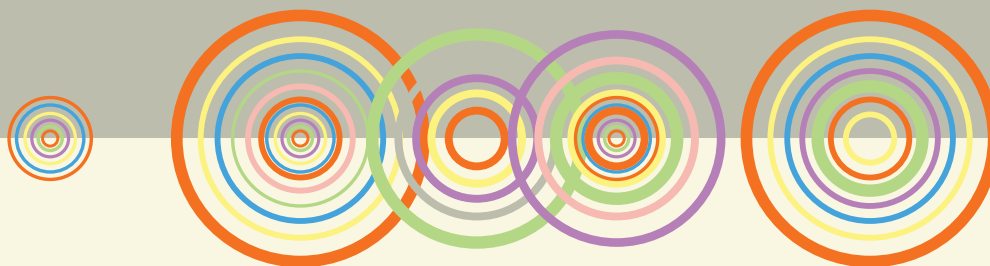
L. Javier Fernandez  
President and Chief Executive Officer

BRU: trv

Attachments: Resolutions (2)

# NC2 SEPARATE SYSTEM REFINANCING

➤ 6/17/25 ➤





# HISTORY OF NC2 SEPARATE SYSTEM BONDS

- 2004 – Participant Agreements Signed for NC2
  - Participants receive half of output from NC2
  - Participants responsible for half of the costs of NC2
- 2005/2006/2008 – Issuance of NC2 Separate System Bonds
  - Debt covered participants' cost of constructing NC2
  - Bonds secured by revenues of the Participants – not OPPD
- 2009 – NC2 Start Date
- 2015/2016 – First Refinancing of NC2 Separate System Bonds

# SEPARATE SYSTEM PARTICIPANTS

- Included in Financing
  - Central Minnesota Municipal Power Agency
  - City of Grand Island, Nebraska
  - City of Independence, Missouri
  - City of Nebraska City, Nebraska
  - Missouri Joint Municipal Electric Utility Commission
- Self Funded
  - NPPD
  - City of Falls City

# REFUNDING DETAILS

- June - Engage each participant
  - Set timeline and expectations
  - Participants could self-fund if desired
- Refundable amount – \$183 million
  - 2015 & 2016 NC2 Separate System Bonds
- Targeted Refunding Timeframe – November 2025
  - Bonds are callable by that date
- Potential Net Present Value Savings: \$10 million or 9%
- Costs of refinancing will be paid by Participants

**[\$[PRINCIPAL AMOUNT]]**  
**Omaha Public Power District (Nebraska)**  
**Separate Electric System Revenue Bonds (Nebraska City 2)**  
**2025 Series A**

**BOND PURCHASE AGREEMENT**

[\_\_\_\_], 2025

Omaha Public Power District  
444 South 16th Street Mall  
Omaha, NE 68102-2247

Dear Members of the Board of Directors:

The undersigned (the “Underwriters”) offer to enter into the following agreement with the Omaha Public Power District (hereinafter called the “District”) which, upon the District’s acceptance of this offer, will be binding upon the District and upon the Underwriters. This offer is made subject to the District’s written acceptance hereof by execution and delivery of this Bond Purchase Agreement (the “Bond Purchase Agreement”) on the date hereof and, if not so accepted, will be subject to withdrawal by the Underwriters upon written notice delivered to the District at any time prior to the acceptance hereof by the District.

The District has appointed Wells Fargo Bank, National Association and Piper Sandler & Co., as Senior Managers (collectively, the “Senior Managers”) and has appointed [\_\_\_\_], as Co-Managers. The Senior Managers are authorized to act on behalf of the Underwriters with respect to all matters covered by this Bond Purchase Agreement. All actions which may be taken by the Underwriters hereunder may be taken by the Senior Managers, collectively, without any action by any Co-Manager. All actions which may be taken by the Senior Managers may be taken by Wells Fargo Bank, National Association alone.

1. **Purchase and Sale.** Upon the terms and conditions and upon the basis of the representations, warranties and agreements set forth herein, the Underwriters, jointly and severally, hereby agree to purchase from the District, and the District hereby agrees to sell and deliver to the Underwriters, an aggregate of [\$[PRINCIPAL AMOUNT]] principal amount of Omaha Public Power District Separate Electric System Revenue Bonds (Nebraska City 2), 2025 Series A (the “Bonds”). The Bonds shall be dated their date of issue, and shall have the maturities, bear interest at the rates per annum and shall be subject to redemption prior to their respective stated maturities as described in Schedule I attached hereto and the Official Statement (hereinafter defined), such interest being payable semiannually on February 1 and August 1 in each year, commencing [February 1, 2026]. The aggregate purchase price for the Bonds shall be \$[PRICE] (aggregate principal amount of [\$[PRINCIPAL AMOUNT]], plus net original issue

premium of \$[PREMIUM], less \$[U/W DISCOUNT] in underwriting fees and expenses) which amount shall be payable by wire transfer to or at the direction of the District. In addition, such aggregate purchase price for the Bonds shall also include interest accrued, if any, on the Bonds from the dated date of the Bonds to the date of the payment for and delivery of the Bonds pursuant to Section 7 hereof (such payment and delivery and the other actions contemplated hereby to take place at the time of such payment and delivery being herein sometimes called the “Closing”). The Preliminary Official Statement of the District, dated [\_\_\_\_], 2025, including the cover page, inside cover page, and Appendices thereto, relating to the Bonds (the “Preliminary Official Statement”), as amended to conform to the terms of this Bond Purchase Agreement and to reflect the offering terms of the Bonds, is hereinafter called the “Official Statement.” The District shall deliver to each Underwriter at the earlier of the Closing or the time required by Section 5 hereof one copy of the Official Statement signed on behalf of the District by the Chair or Vice Chair of the Board of Directors, the President and Chief Executive Officer, or the Vice President and Chief Financial Officer of the District.

2. **The Bonds.** The Bonds shall be as described in, and shall be issued and secured under the provisions of, Resolution No. 5472 of the District adopted November 17, 2005, as amended by Resolution No. 6019 adopted November 13, 2014, and as supplemented by Resolution No. [\_\_\_\_] of the District adopted June 19, 2025, authorizing the Bonds (each such resolution, collectively, together with the applicable Pricing Certificate(s) delivered pursuant to Resolution No. [\_\_\_\_], the “Resolutions”). The District has previously issued Separate Electric System Revenue Bonds (Nebraska City 2), 2015 Series A and 2016 Series A currently outstanding in the principal amount of [\$\_\_\_\_\_] (the “Outstanding Bonds”). The Bonds will be payable on parity with the Outstanding Bonds. The Bonds shall be subject to redemption as set forth in the Official Statement.

3. **Use of Documents.** The District hereby authorizes the use by the Underwriters of the Resolutions and the Official Statement (including any supplements or amendments thereto) and the information therein contained in connection with the public offering and sale of the Bonds. The District shall deliver to the Underwriters, at the time of or prior to the District’s acceptance of this Bond Purchase Agreement, one certified copy of the Resolutions and Resolution No. [\_\_\_\_] of the District authorizing the awarding of the Bonds to the Underwriters. The District will provide to the Underwriters such additional copies of the Resolutions as the Underwriters may reasonably request. In addition, the District agrees to provide the Underwriters access during normal business hours of the District to all other supplements and amendments to the Resolutions.

The District hereby consents to and ratifies the use by the Underwriters prior to the date hereof of the District’s Preliminary Official Statement. The District hereby certifies, ratifies and confirms that it has deemed the Preliminary Official Statement to be “final” as of its date for purposes of Rule 15c2-12 of the Securities and Exchange Commission (“Rule 15c2-12”), except for the omission of such information as is permitted by Rule 15c2-12.

4. **Offering.** It shall be a condition to the District’s obligations to sell and to deliver the Bonds to the Underwriters and to the Underwriters’ obligations to purchase, to accept delivery of and to pay for the Bonds that the entire \$[PRINCIPAL AMOUNT] principal amount of the Bonds shall be issued, sold and delivered by the District and purchased, accepted and paid

for by the Underwriters at the Closing. The Underwriters agree to make a bona fide public offering of all of the Bonds, at prices not in excess of the initial public offering prices or yields set forth on the inside cover page of the Official Statement, plus interest accrued, if any, thereon from the date of the Bonds. Subject to the foregoing, the Bonds may be offered and sold at an original issue discount or premium to certain dealers (including the Underwriters and other dealers depositing such Bonds into investment trusts) at prices lower than such public offering prices, and such public offering prices may be changed (but in all cases subject to the provisions of Section 11 hereof).

5. **Official Statement.** The District agrees to provide to the Underwriters within seven business days after the date of execution of this Bond Purchase Agreement sufficient copies of the Official Statement to enable the Underwriters to comply with the requirements of Rule 15c2-12 and with the requirements of the Municipal Securities Rulemaking Board ("MSRB"). The District shall prepare, or have prepared, the Official Statement, including any amendments thereto, in electronic word-searchable PDF format and shall provide such electronic copy to the Underwriters no later than one (1) business day prior to the Closing to enable the Underwriters to comply with MSRB Rule G-32. The Underwriters agree to submit copies of the Official Statement to the MSRB in accordance with the provisions of Rule 15c2-12.

6. **Representations, Warranties and Agreements.** The District hereby represents, warrants and agrees as follows:

(a) The District is a public corporation and a political subdivision of the State of Nebraska (the "State") duly created and validly existing pursuant to Chapter 70, Article 6, Reissue Revised Statutes of 1943 of the State of Nebraska, as amended (the "Act");

(b) The District has full legal right, power and authority (i) to enter into this Bond Purchase Agreement, (ii) to adopt the Resolutions, (iii) to sell, issue and deliver the Bonds to the Underwriters as provided herein, (iv) to operate its Separate System (as defined in the Resolutions) (the "Separate System"), enter into the Participation Agreements (as defined in the Official Statement), enter into the Continuing Disclosure Agreements by and between the District and each Participant (collectively, the "Continuing Disclosure Agreements"), and conduct the business thereof as set forth in and contemplated by the Official Statement, and (v) to carry out and consummate the transactions contemplated by this Bond Purchase Agreement, the Resolutions, the Participation Agreements, the Continuing Disclosure Agreements and the Official Statement; and the District has complied, and will at the Closing be in compliance in all respects, with the terms of the Act and with the obligations in connection with the issuance of the Bonds on its part contained in the Resolutions, the Bonds, the Participation Agreements, the Continuing Disclosure Agreements and this Bond Purchase Agreement;

(c) By all necessary official action, the District has duly adopted the Resolutions, has duly authorized and approved the Preliminary Official Statement and the Official Statement, has duly authorized and approved the execution and delivery of, and the performance by the District of the obligations in connection with the issuance of the

Bonds on its part contained in, the Bonds, the Resolutions, the Participation Agreements, the Continuing Disclosure Agreements and this Bond Purchase Agreement and the consummation by it of all other transactions contemplated by this Bond Purchase Agreement and in connection with the issuance of the Bonds; the Resolutions, the Participation Agreements, the Continuing Disclosure Agreements and this Bond Purchase Agreement constitute the legal, valid and binding obligations of the District, enforceable in accordance with their respective terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally and subject, as to enforceability, to general principles of equity; and the Bonds, when issued, authenticated and delivered to the Underwriters in accordance with the Resolutions and this Bond Purchase Agreement, will constitute legal, valid and binding obligations of the District, enforceable in accordance with their terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally and subject, as to enforceability, to general principles of equity;

(d) The District is not in breach of or default under any applicable constitutional provision, law or administrative regulation of the State or the United States or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, material agreement or other material instrument to which the District is a party or to which the District or any of its property or assets is otherwise subject, and no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute a default or event of default under any such instrument; and the execution and delivery of the Bonds, the Participation Agreements, the Continuing Disclosure Agreements and this Bond Purchase Agreement and the adoption of the Resolutions, and compliance with the provisions on the District's part contained therein, will not conflict with or constitute a breach of or default under any constitutional provision, law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, material agreement or other material instrument to which the District is a party or to which the District or any of its property or assets is otherwise subject, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the District or under the terms of any such law, regulation or instrument, except as provided by the Bonds and the Resolutions;

(e) All authorizations, approvals, licenses, permits, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction of the matters which are required for the due authorization of, which would constitute a condition precedent to or the absence of which would materially adversely affect the due performance by the District of its obligations in connection with the issuance and sale of the Bonds in accordance with and under this Bond Purchase Agreement and the Resolutions will be obtained prior to the date of Closing, except for such approvals, consents and orders as may be required under the Blue Sky or securities laws of any state in connection with the offering and sale of the Bonds and except as described in or contemplated by the Preliminary Official Statement and the Official Statement;

(f) The Bonds conform to the descriptions thereof contained in the Preliminary Official Statement (exclusive of omissions permitted by Rule 15c2-12) and the Official Statement under the caption “DESCRIPTION OF THE 2025 BONDS,” the Resolutions conform to the summaries thereof contained in the Preliminary Official Statement and the Official Statement under the captions “SECURITY FOR THE 2025 BONDS” and “SUMMARY OF CERTAIN PROVISIONS OF RESOLUTION NO. 5472” and the Participation Agreements conform to the summary thereof contained in the Official Statement under the caption “SUMMARY OF CERTAIN PROVISIONS OF PARTICIPATION POWER AGREEMENTS”;

(g) The Bonds, when issued, authenticated and delivered in accordance with the Resolutions and sold to the Underwriters as provided herein, will be validly issued and outstanding obligations of the District, entitled to the benefits of the Resolutions and upon such issuance, authentication and delivery the Resolutions will provide, for the benefit of the owners from time to time of the Bonds, a legally valid and binding pledge of and security interest in the Revenues (as defined in the Resolutions) of the Separate System and other moneys pledged in the Resolutions to the payment of the Bonds, subject only to the charge on the Revenues of the Separate System for the payment of operating and maintenance expenses of the Separate System;

(h) Between the date of this Bond Purchase Agreement and the date of the Closing, the District will not, without the prior written consent of the Underwriters, which consent shall not unreasonably be withheld, offer or issue any Separate Electric System Revenue Bonds (Nebraska City 2), or incur any material liabilities, direct or contingent, nor will there be any adverse change of a material nature in the financial position, results of operations or condition, financial or otherwise, of the District, in either case other than (i) as contemplated by the Preliminary Official Statement and the Official Statement, (ii) with respect to obligations payable from sources other than Revenues of the Separate System (including but not limited to issuance of the District’s Commercial Paper and the District’s Electric System Revenue Bonds), or (iii) in the ordinary course of its business;

(i) As of the date hereof, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending against the District or, to the best knowledge of the District, threatened against the District, affecting the corporate existence of the District or the titles of its officers and directors to their respective offices, or affecting or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Bonds or the collection of the Revenues and other moneys pledged or to be pledged to pay the principal of and interest on the Bonds, or the pledge of and security interest in the Revenues and other moneys pursuant to the Resolutions, or contesting or affecting as to the District the validity or enforceability of the Act, the Bonds, the Resolutions, the Participation Agreements, the Continuing Disclosure Agreements or this Bond Purchase Agreement or contesting the tax-exempt status of interest on the Bonds, or contesting the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto, or contesting powers of the District or any authority for the issuance of the Bonds, the adoption of the Resolutions, or the execution and



delivery by the District of this Bond Purchase Agreement, nor, to the best knowledge of the District, is there any basis for any such action, suit, proceeding, inquiry or investigation, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the Act or the authorization, execution, delivery or performance by the District of the Bonds, the Resolutions, the Participation Agreements, the Continuing Disclosure Agreements or this Bond Purchase Agreement;

(j) The District will furnish such information, execute such instruments and take such other action in cooperation with the Underwriters as the Underwriters may reasonably request in order (i) to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriters may designate and (ii) to determine the eligibility of the Bonds for investment under the laws of such states and other jurisdictions as the Underwriters may designate and will use its best efforts to continue such qualifications in effect so long as required for the distribution of the Bonds; provided, however, that the District shall not be required to execute a general or special consent to service of process or qualify to do business in connection with any such qualification or determination in any jurisdiction;

(k) As of the date thereof, except for portions intentionally left blank and the information with respect to the Participants contained in Appendix A, the Preliminary Official Statement did not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(l) At the time of the District's acceptance hereof and (unless an event occurs of the nature described in paragraph (n) of this Section 6) at all times subsequent thereto up to and including the date of the Closing, the Official Statement does not and will not (with respect to the Participants, to the knowledge of the District), contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(m) If the Official Statement is supplemented or amended pursuant to paragraph (n) of this Section 6, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such paragraph) at all times subsequent thereto up to and including the date of the Closing, the Official Statement as so supplemented or amended will not (with respect to the Participants, to the knowledge of the District), contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(n) If between the date of this Bond Purchase Agreement and until twenty-five (25) days after the end of the underwriting period as that term is defined by Rule 15c2-12, any event shall occur which might or would cause the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the

circumstances under which they were made, not misleading, the District shall notify the Underwriters thereof, and if in the opinion of the Underwriters such event requires the preparation and publication of a supplement or amendment to the Official Statement, the District will at its expense supplement or amend the Official Statement in a form and in a manner approved by the Underwriters;

(o) The District maintains disclosure controls and procedures designed to ensure that material information relating to the District is made known to the District's management by other District employees; and the District believes that such disclosure controls and procedures are effective;

(p) The District will apply the proceeds of the Bonds in accordance with the Resolutions;

(q) Any certificate signed by the Chair or Vice Chair of the Board of Directors of the District, the President and Chief Executive Officer, the Vice President and Chief Financial Officer or Secretary or Assistant Secretary of the District shall be deemed a representation and warranty by the District to the Underwriters as to the statements made therein;

(r) During the past five years, the District has complied in all material respects with all continuing disclosure undertakings of the District in accordance with Rule 15c2-12;

(s) None of the parties to the Participation Agreements or the Continuing Disclosure Agreements entered into with respect to the Outstanding Bonds are, to the knowledge of the District, currently in default thereunder, nor, to the knowledge of the District, has any event occurred which, with the giving of notice or the passage of time or both, would constitute an event of default thereunder; and

(t) The District will enter into Continuing Disclosure Agreements in substantially the form attached as Appendix A to the Official Statement.

7. **Closing.** At 9:00 a.m., Omaha time, on [\_\_\_\_], 2025, or on such later date as may be mutually agreed upon by the District and the Underwriters (the "Closing"), the District will, subject to the terms and conditions hereof, deliver, or cause to be delivered to the Underwriters, the Bonds in definitive form. Such delivery shall be made by delivery of typewritten certificates, duly executed by the District to The Depository Trust Company, New York, New York ("DTC") in the manner set forth below, or at such other place as shall have been mutually agreed upon by the District and the Underwriters, together with the other documents hereinafter mentioned. Subject to the terms and conditions hereof, the Underwriters will accept such delivery and pay the purchase price of the Bonds as set forth in Section 1 hereof by delivering to the District a wire transfer in federal funds to the order of the District, in the amount of such purchase price. The Bonds will be delivered to The Bank of New York Mellon Trust Company, N.A., New York, New York, as agent of DTC under DTC's FAST Program in definitive, fully registered form in authorized denominations and registered in the name of Cede & Co., as nominee for DTC, at least one business day prior to the Closing and will be made

available to the Underwriters in Omaha, Nebraska for checking not less than one business day prior to the Closing. The Closing aforesaid shall be at the offices of the District in Omaha, Nebraska, or such other place as shall have been mutually agreed upon by the District and the Underwriters.

8. **Closing Conditions.** The Underwriters have entered into this Bond Purchase Agreement in reliance upon the representations and warranties of the District contained herein, and in reliance upon the representations and warranties to be contained in the documents and instruments to be delivered at the Closing and upon the performance by the District of its respective obligations hereunder, both as of the date hereof and as of the date of the Closing. Accordingly, the Underwriters' obligations under this Bond Purchase Agreement to purchase, to accept delivery of and to pay for the Bonds shall be conditioned upon the performance by the District of its obligations to be performed hereunder and under such documents and instruments at or prior to the Closing and shall also be subject to the following additional conditions:

(a) The representations and warranties of the District contained herein shall be true, complete and correct on the date hereof and on and as of the date of the Closing, as if made on the date of the Closing;

(b) At the time of the Closing, the Resolutions, the Participation Agreements and the Continuing Disclosure Agreements shall be in full force and effect in accordance with their terms and shall not have been amended, modified or supplemented, and the Official Statement shall not have been supplemented or amended, except in any such case as may have been agreed to by the Underwriters;

(c) At the time of the Closing, all official action of the District relating to this Bond Purchase Agreement, the Bonds, the Participation Agreements, the Continuing Disclosure Agreements and the Resolutions shall be in full force and effect in accordance with their respective terms and shall not have been amended, modified or supplemented after the date hereof in any material respect;

(d) At or prior to the Closing, the Underwriters shall have received copies of each of the following documents:

(i) The Official Statement and each supplement or amendment, if any, thereto, executed on behalf of the District by the Chair or Vice Chair of the Board of Directors, the President and Chief Executive Officer or the Vice President and Chief Financial Officer of the District; Resolution Nos. 5472, 6019, [ ] and [ ]; and any Pricing Certificate issued pursuant to Resolution No. [ ] certified by the Secretary or an Assistant Secretary of the District under its seal as having been duly adopted by the District and as being in effect, with such supplements or amendments as may have been agreed to by the Underwriters;

(ii) An opinion, dated the date of the Closing and addressed to the District, of Kutak Rock LLP, Omaha, Nebraska, Bond Counsel to the District, in substantially the form included in the Official Statement as Appendix C, together with a letter of such counsel, dated the date of the Closing and addressed to the

Underwriters, to the effect that the foregoing opinion addressed to the District may be relied upon by the Underwriters to the same extent as if such opinion were addressed to the Underwriters;

(iii) An opinion, dated the date of the Closing and addressed to the Underwriters, of Fraser Stryker PC LLO, Omaha, Nebraska, General Counsel to the District, in substantially the form attached hereto as Exhibit A;

(iv) A certificate, dated the date of the Closing, signed by the Chair or Vice Chair of the Board of Directors, the President and Chief Executive Officer, or the Vice President and Chief Financial Officer of the District in substantially the form attached hereto as Exhibit B;

(v) Evidence satisfactory to the Underwriters that Moody's Investors Service and S&P Global Ratings have rated the Bonds "[A1]" and "[A+]," respectively;

(vi) An executed copy of the Blanket Issuer Letter of Representations between the District and DTC;

(vii) One transcript of all proceedings of the Board of Directors of the District relating to the authorization and issuance of the Bonds certified by the Secretary or an Assistant Secretary of the District;

(viii) [Executed Escrow Deposit Agreements (collectively, the "Escrow Deposit Agreements") relating to the refunding of the relevant maturities (or portions of maturities) of the District's Separate Electric System Revenue Bonds, 2015 Series A and 2016 Series A (collectively, the "Refunded Bonds")];

(ix) [Defeasance opinions relating to the Refunded Bonds of Kutak Rock LLP, as Bond Counsel, in form and substance satisfactory to the District and the Underwriters];

(x) An opinion of [UNDERWRITERS COUNSEL], in its capacity as Counsel to the Underwriters, in substantially the form attached hereto as Exhibit C;

(xi) A supplemental opinion of Kutak Rock LLP, as Bond Counsel, in substantially the form attached here to as Exhibit D;

(xii) A certificate executed by each Participant (as defined in the Official Statement) in the form attached hereto as Exhibit E;

(xiii) One transcript of all proceedings of the Board of Directors of the District relating to the authorization and issuance of the Bonds certified by the Secretary or an Assistant Secretary of the District;

(xiv) Executed copies of each Participation Agreement and each Continuing Disclosure Agreement;

(xv) [A verification report of [Causey Public Finance, LLC] with respect to the Refunded Bonds, in form and substance satisfactory to the District and the Underwriters]; and

(xvi) Such additional legal opinions, certificates, instruments and other documents as the Underwriters or [UNDERWRITERS COUNSEL], as Underwriters' Counsel, may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the date of the Closing, of the District's representations and warranties contained herein and of the statements and information contained in the Official Statement and the due performance or satisfaction by the District on or prior to the date of the Closing of all the agreements then to be performed and conditions then to be satisfied by it, including agreements to be performed and conditions to be satisfied under the Resolutions and the Bonds.

If the District shall be unable to satisfy the conditions to the obligations of the Underwriters to purchase, to accept delivery of and to pay for the Bonds contained in this Bond Purchase Agreement, or if the obligations of the Underwriters to purchase, to accept delivery of and to pay for the Bonds shall be terminated for any reason permitted by this Bond Purchase Agreement, this Bond Purchase Agreement shall terminate and neither the Underwriters nor the District shall be under any further obligation hereunder, except that the respective obligations of the District and the Underwriters set forth in Section 10 hereof shall continue in full force and effect.

9. **Termination.** The Underwriters shall have the right to terminate the Underwriters' obligations under this Bond Purchase Agreement to purchase, to accept delivery of and to pay for the Bonds by notifying the District of their election to do so if, after the execution hereof and prior to the Closing, any of the following events occur: (a) the marketability of the Bonds or the market price thereof has been materially adversely affected by an amendment to the Constitution of the United States; or by any legislation (i) enacted by the Congress of the United States, (ii) recommended to the Congress, or otherwise endorsed for passage, by press release, other form of notice or otherwise by the President of the United States, or the Chair or ranking minority member of the Committee on Finance of the United States Senate or the Committee on Ways and Means of the United States House of Representatives, (iii) proposed for consideration by either such Committee by any member thereof or presented as an option for consideration by either such Committee by the staff of such Committee or by the staff of the Joint Committee on Taxation of the United States Congress, (iv) introduced in either House of Congress, (v) adopted by either House of the Congress or favorably reported for passage to either House of the Congress by any Committee of such House to which such legislation has been referred for consideration; or by any decision of the Tax Court of the United States or any court of the United States; or by any ruling or regulation (final, temporary or proposed) or official statement by or on behalf of the Treasury Department of the United States, the Internal Revenue Service or any other governmental agency or authority of the United States, which shall be made with respect to federal taxation of revenues or other income

of the general character expected to be derived by the District, its property or income, or which would have the effect of changing, directly or indirectly, the federal income tax consequences of receipt of interest on securities of the general character of the Bonds in the hands of the owners thereof; (b) the United States shall have become engaged in hostilities which have resulted in declaration of war or a national emergency, or escalation thereof; (c) the New York Stock Exchange or other national securities exchange, or any governmental authority, shall impose, as to the Bonds, any material restrictions not now in force, or increase materially those now in force or being enforced, or materially increase restrictions now in force with respect to the extension of credit by or the charge to the net capital requirements of underwriters or broker-dealers; (d) there shall be in force a general suspension of trading on the New York Stock Exchange as a result of an event affecting the national economy; (e) there shall have occurred the declaration of a general banking moratorium by any authority of the United States or the States of New York or Nebraska; (f) legislation shall be enacted or action shall be taken by, or on behalf of, the Securities and Exchange Commission that, in the opinion of Kutak Rock LLP, as Bond Counsel, Underwriters' Counsel or the Underwriters, has the effect of requiring the contemplated distribution of the Bonds to be registered under the Securities Act of 1933, as amended, or the Resolutions to be qualified under the Trust Indenture Act of 1939, as amended; (g) any rating of any securities issued by the District, including the Bonds, shall have been downgraded or withdrawn by Moody's Investors Service or S&P Global Ratings (for reasons other than a decline in the credit rating of any third-party insurer, guarantor or credit provider with respect thereto) and such action, in the opinion of the Underwriters, materially affects the market for the Bonds; (h) any legislation is enacted by the State of Nebraska or any decision is announced by any court in the State of Nebraska which would have the effect of materially changing the State of Nebraska income tax consequences of receipt of interest on securities of the general character of the Bonds in the hands of the owners thereof; or (i) an event described in paragraph (n) of Section 6 hereof shall have occurred which in the opinion of the Underwriters requires the preparation and publication of a supplement or amendment to the Official Statement.

#### **10. Expenses and Indemnification.**

(a) The Underwriters shall be under no obligation to pay, and the District shall pay, any expenses incident to the performance of the District's obligations hereunder including, but not limited to: (i) the cost of preparation, printing and delivery of the Resolutions and the Preliminary Official Statement; (ii) the cost of preparation of the Official Statement and any supplements and amendments thereto; (iii) the cost of printing and delivery of a reasonable number of copies of the Official Statement required for distribution and use by the Underwriters in connection with the public offering of the Bonds; (iv) the cost of copying all closing certificates; (v) the cost of preparation of the Bonds; (vi) the fees and disbursements of Kutak Rock LLP, as Bond Counsel to the District and Fraser Stryker PC LLO, General Counsel to the District; (vii) the fees and disbursements of any other engineers, accountants and other experts, consultants or advisors retained by the District; (viii) fees associated with Blue Sky registration and/or approval of the Bonds; (ix) fees and expenses, if any, of refunding a portion of the Refunded Bonds including, without limitation, fees associated with any required verification report, redemption notice, or defeasance escrow; (x) costs and expenses associated with the closing of the Bonds and meetings for such purpose, including the costs of meals and other incidental expenses relating thereto; (xi) fees, if any, for bond

ratings; and (xii) fees, if any, for bond insurance and any reserve fund cash equivalent. To the extent any of such expenses are paid by the Underwriters, the District shall reimburse the Underwriters therefor upon submission to the District of appropriate invoices and documentation or by inclusion of such expenses in the expense component of the Underwriters' discount.

(b) The Underwriters shall pay: (i) all advertising expenses of the Underwriters in connection with the public offering of the Bonds (with the exception of any advertisements relating to the Bonds placed by the District); (ii) expenses associated with informational meetings for prospective purchasers of the Bonds; (iii) the fees and expenses of Forvis Mazars LLP for their services as independent certified public accountants for the District in connection with the preparation and delivery by such accountants of any "comfort", consent or "agreed upon procedures" letter requested by the Underwriters (provided that any such letter requested by the Underwriters will be done in a timely manner and does not delay Closing); (iv) the fees and expenses of [UNDERWRITERS COUNSEL] as Underwriters' Counsel; and (v) all other expenses incurred by them or any of them in connection with the public offering of the Bonds.

(c) The District will, to the extent permitted by law, indemnify and hold harmless the Underwriters, their officers, directors, agents and employees, and each person, if any, who controls any Underwriter within the meaning of the Securities Act of 1933, as amended (the "Securities Act"), or the Securities Exchange Act of 1934, as amended (the "Securities Exchange Act"), from and against any and all losses, claims, damages, expenses or liabilities, joint or several, to which they or any of them may become subject, under the Securities Act or the Securities Exchange Act or under any other statute or at common law or otherwise insofar as such losses, claims, damages, expenses or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of any material fact contained in the Preliminary Official Statement or the Official Statement, or any amendment or supplement thereto, or arise out of or are based upon the omission or alleged omission to state therein a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, in each case excluding the statements and information under the captions "BOOK-ENTRY SYSTEM," "UNDERWRITING," "TAX MATTERS" and "APPENDIX A—PARTICIPANTS," and will indemnify and hold harmless each such foregoing indemnified person for any legal or other expenses reasonably incurred by such person in connection with investigating or defending any such loss, claim, damage, expense, liability or action. This indemnity will be in addition to any liability which the District may otherwise have.

(d) The Underwriters will, to the extent permitted by law, indemnify and hold harmless the District, its officers, directors, agents and employees, and each person, if any, who controls the District within the meaning of the Securities Act or the Securities Exchange Act from and against any and all losses, claims, damages, expenses or liabilities, joint or several, to which they or any of them may become subject under the Securities Act or the Securities Exchange Act or under any other statute or at common law or otherwise insofar as such losses, claims, damages, expenses or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged

untrue statement of any material fact contained in the Preliminary Official Statement or the Official Statement, or any amendment or supplement thereto, or arise out of or are based upon the omission or alleged omission to state therein a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, in each case to the extent, but only to the extent, that such statements are under the caption "UNDERWRITING," and will indemnify and hold harmless each such foregoing indemnified person for any legal or other expenses reasonably incurred by such person in connection with investigating or defending any such loss, claim, damage, expense, liability or action. This indemnity will be in addition to any liability which the Underwriters may otherwise have.

(e) Within 30 days after receipt by an indemnified person under this Section 10 of written notice of a claim that the Preliminary Official Statement or the Official Statement contains any untrue statement or alleged untrue statement of any material fact or the omission or alleged omission to state therein a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading (a "Claim"), such indemnified person will, if a claim in respect of the Claim may be made against the indemnifying party under this Section 10, notify the indemnifying party of the Claim thereof, but the omission so to notify the indemnifying party will not relieve the indemnifying party from any liability which it may have to any indemnified person otherwise than under this Section 10. In case any action is commenced against any indemnified person as a result of a Claim and such person notifies the indemnifying party of the commencement thereof, the indemnifying party will be entitled to participate therein with counsel satisfactory to such indemnified party. No indemnifying party shall, without the written consent of the indemnified party, effect the settlement or compromise of, or consent to the entry of any judgment with respect to, any pending or threatened action or claim in respect of which indemnification or contribution may be sought hereunder (whether or not the indemnified party is an actual or potential party to such action or claim) unless such settlement, compromise or judgment (i) includes an unconditional release of the indemnified party from all liability arising out of such action or claim and (ii) does not include a statement as to, or an admission of, fault, culpability or a failure to act, by or on behalf of any indemnified party. After written notice from the indemnifying party to such indemnified person of its assumption of the Claim and the defense thereof, and if the indemnified person is satisfied, in its sole discretion, that the indemnifying party has the financial ability to so assume the Claim, the indemnifying party will not be liable to such indemnified person under this Section 10 for any legal or other expenses subsequently incurred by such indemnified person in connection with the defense thereof, other than reasonable costs of investigation.

#### **11. Establishment of Issue Price.**

(a) Wells Fargo Bank, National Association, as representative (the "Representative"), on behalf of the Underwriters, agrees to assist the District in establishing the issue price of the Bonds and shall execute and deliver to the District at Closing an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit E,



with such modifications as may be appropriate or necessary, in the reasonable judgment of the Representative, the District and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds. Additionally, the Representative confirms that each of the Underwriters has agreed to execute and deliver to the District at Closing, a certificate representing that it has complied with the “hold-the-offering-price rule” (as described below), if applicable.

(b) Except as otherwise set forth in Schedule I attached hereto, the District will treat the first price at which 10% of each maturity of the Bonds (the “10% test”) is sold to the public as the issue price of that maturity. At or promptly after the execution of this Bond Purchase Agreement, the Representative shall report to the District the price or prices at which the Underwriters have sold to the public each maturity of Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Bonds, the parties agree that the “hold-the-offering-price rule” (as described below) will be applied to that maturity. For purposes of this Section, if Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Bonds.

(c) The Representative confirms that the Underwriters have offered the Bonds to the public on or before the date of this Bond Purchase Agreement at the offering price or prices (the “initial offering price”), or at the corresponding yield or yields, set forth in Schedule I attached hereto, except as otherwise set forth therein. Schedule I also sets forth, as of the date of this Bond Purchase Agreement, the maturities, if any, of the Bonds for which the 10% test has not been satisfied and for which the District and the Representative, on behalf of the Underwriters, agree that the restrictions set forth in the next sentence shall apply, which will allow the District to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the “hold-the-offering-price rule”). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriters will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(i) the close of the fifth (5th) business day after the sale date; or

(ii) the date on which the Underwriters have sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Representative will advise the District promptly after the close of the fifth (5th) business day after the sale date whether the Underwriters have sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

(d) The Representative confirms:

(i) any agreement among underwriters, any selling group agreement and each third-party distribution agreement (to which the Representative is a party) relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each Underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such thirdparty distribution agreement, as applicable;

(A) (i) to report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Representative that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Representative, and (ii) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Representative and as set forth in the related pricing wires;

(B) to promptly notify the Representative of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below); and

(C) to acknowledge that, unless otherwise advised by the Underwriter, dealer or broker-dealer, the Representative shall assume that each order submitted by the Underwriter, dealer or broker-dealer is a sale to the public.

(ii) any agreement among the Representative, underwriters or selling group agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each Underwriter or dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Representative or such Underwriter or dealer that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Representative or such Underwriter or dealer, and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Representative or the Underwriter or the dealer and as set forth in the related pricing wires.

(e) The District acknowledges that, in making the representations set forth in this section, the Representative will rely on (i) the agreement of each Underwriter to comply with the requirements for establishing issue price of the Bonds, including, but not

limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an Underwriter or dealer who is a member of the selling group is a party to a third-party distribution agreement that was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The District further acknowledges that each Underwriter shall be solely liable for its failure to comply with its agreement regarding the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, and that no Underwriter shall be liable for the failure of any other Underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement.

(f) The Underwriters acknowledge that sales of any Bonds to any person that is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(i) “public” means any person other than an underwriter or a related party,

(ii) “underwriter” means (A) any person that agrees pursuant to a written contract with the District (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the public),

(iii) a purchaser of any of the Securities is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) “sale date” means the date of execution of this Bond Purchase Agreement by all parties.

12. **Notices.** Any notice or other communication to be given to the District under this Bond Purchase Agreement may be given by delivering the same in writing to the District’s address set forth above, and any notice or other communication to be given to the Underwriters under this Bond Purchase Agreement may be given by delivering the same in writing to: Wells Fargo Bank, National Association, [ADDRESS], Attention: [\_\_\_\_], with a copy to: [\_\_\_\_], Attention: [\_\_\_\_].

13. **Parties in Interest; Survival of Representation, Warranties and Agreements.** This Bond Purchase Agreement is made solely for the benefit of the District and the Underwriters (including the successors or assigns of any Underwriter) and no other person shall acquire or have any right hereunder or by virtue hereof. All of the District’s representations, warranties and agreements contained in this Bond Purchase Agreement shall remain operative and in full force and effect and shall survive delivery of payment for the Bonds hereunder and regardless of any investigations made by or on behalf of any of the Underwriters. The agreements in Sections 3 and 10 hereof shall survive any termination of this Bond Purchase Agreement.

14. **Role of Underwriters.** The District acknowledges and agrees that: (i) the Underwriters are not acting as a municipal advisor within the meaning of Section 15B of the Securities Exchange Act, as amended; (ii) the primary role of the Underwriters, as underwriters, is to purchase securities, for resale to investors, in an arm’s length commercial transaction between the District and the Underwriters and the Underwriters have financial and other interests that differ from those of the District; (iii) the Underwriters are acting solely as principals and are not acting as municipal advisors, financial advisors or fiduciaries to the District and have not assumed any advisory or fiduciary responsibility to the District with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriters have provided other services or are currently providing other services to the District on other matters); (iv) the only obligations the Underwriters have to the District with respect to the transaction contemplated hereby expressly are set forth in this Bond Purchase Agreement; and (v) the District has consulted its own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it has deemed appropriate.

15. **Assignment.** This Bond Purchase Agreement may not be assigned without the written consent of all other parties hereto.

16. **Effectiveness.** This Bond Purchase Agreement shall become effective upon the acceptance hereof by the District by virtue of the execution hereof by the President and Chief Executive Officer or the Vice President and Chief Financial Officer of the District and shall be valid and enforceable at the time of such acceptance.

17. **Headings.** The headings of the sections of this Bond Purchase Agreement are inserted for convenience only and shall not be deemed to be a part hereof.

18. **Miscellaneous.** Any certificate or other document required by this Bond Purchase Agreement to be executed by the Chair of the Board of Directors of the District may be executed by the Vice Chair of the Board of Directors of the District; any certificate or other document required by this Bond Purchase Agreement to be executed by the President and Chief Executive Officer of the District may be executed by the Vice President and Chief Financial Officer of the District; and any certificate or other document required by this Bond Purchase Agreement to be executed by the Secretary of the District may be executed by an Assistant Secretary of the District.

[Remainder of Page Intentionally Left Blank]

Very truly yours,

WELLS FARGO BANK, NATIONAL  
ASSOCIATION, as Senior Manager on behalf  
of the Underwriters

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

[Signature Page to OPPD 2025 Series A Separate System Bond Purchase Agreement]

Accepted this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

OMAHA PUBLIC POWER DISTRICT

By \_\_\_\_\_  
Vice President and Chief Financial Officer

[SEAL]

Attest:

By \_\_\_\_\_  
Assistant Secretary

[Signature Page to OPPD 2025 Series A Separate System Bond Purchase Agreement]

**SCHEDULE I  
TO THE BOND PURCHASE AGREEMENT**

**[\$[PRINCIPAL AMOUNT]  
Omaha Public Power District (Nebraska)  
Separate Electric System Revenue Bonds (Nebraska City 2)  
2025 Series A**

**AMOUNTS, MATURITIES AND PRICES**

**\$\_\_\_\_\_ Serial Bonds**

<b>Maturity (February 1)</b>	<b>Amount</b>	<b>Rate</b>	<b>Purchase Price</b>
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**\$\_\_\_\_\_ Term Bonds**

\$ \_\_\_\_\_ — \_\_\_\_\_ % Term Bonds due February 1, 20 \_\_\_\_ — Price \_\_\_\_\_ %

\$ \_\_\_\_\_ — \_\_\_\_\_ % Term Bonds due February 1, 20 \_\_\_\_ — Price \_\_\_\_\_ %

\$ \_\_\_\_\_ — \_\_\_\_\_ % Term Bonds due February 1, 20 \_\_\_\_ — Price \_\_\_\_\_ %



**EXHIBIT A  
TO THE BOND PURCHASE AGREEMENT**

[DATE]

[ ] as the Underwriters named in the Bond Purchase Agreement dated [ ], 2025 with Omaha Public Power District	Board of Directors Omaha Public Power District Omaha, Nebraska 68102
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% Wells Fargo Bank, National Association

[\$[PRINCIPAL AMOUNT]  
Omaha Public Power District (Nebraska)  
Separate Electric System Revenue Bonds (Nebraska City 2)  
2025 Series A

Ladies and Gentlemen:

We are General Counsel to Omaha Public Power District (the “District”) and have acted as such in connection with the issuance by the District of \$[PRINCIPAL AMOUNT] aggregate principal amount of its Separate Electric System Revenue Bonds (Nebraska City 2), 2025 Series A (the “Bonds”), which the Underwriters have agreed to purchase from the District in accordance with the terms of the Bond Purchase Agreement dated [ ], 2025 between the District and the Underwriters (the “Bond Purchase Agreement”).

We have examined such documents and made such other examinations relating to the District as we deemed necessary in connection with this opinion, including an examination of the Constitution and Statutes of the State of Nebraska, particularly Chapter 70, Article 6, Reissue Revised Statutes of 1943 of the State of Nebraska, as amended (the “Act”); the proceedings relating to the creation of the District; the Bond Purchase Agreement and the proceedings of the District relating thereto; [the Escrow Deposit Agreements dated the date hereof between the District and The Bank of New York Mellon Trust Company, N.A., as Bond Fund Trustee and Escrow Agent (the “Escrow Deposit Agreements”)]; each Participation Agreement (as such term is defined in the Bond Purchase Agreement) and the proceedings relating thereto; each Continuing Disclosure Agreement (as such term is defined in the Bond Purchase Agreement); Resolution No. 5472 adopted by the Board of Directors of the District on November 17, 2005, as amended by Resolution No. 6019 adopted by the Board on November 13, 2014, and as supplemented by Resolution No. [ ] adopted by the Board of Directors of the District on June 19, 2025 (collectively, the “Resolution”), pursuant to which the Bonds are being issued and the proceedings of the District relating thereto; and Resolution No. [ ] adopted by the Board of Directors of the District on June 19, 2025 pursuant to which the Bond Purchase Agreement was authorized (the “Sale Resolution”).

We have also examined the Preliminary Official Statement, dated [\_\_\_\_], 2025 (the “Preliminary Official Statement”) and the Official Statement, dated [\_\_\_\_], 2025, prepared by the District in connection with the sale of the Bonds (the “Official Statement”).

We are of the opinion that:

1. The District is a public corporation and a political subdivision of the State of Nebraska duly created and validly existing under the Act and has full legal right, power and authority to execute and deliver, and to perform its obligations under, the Resolution, the Sale Resolution, the Bond Purchase Agreement, the Continuing Disclosure Agreements [and the Escrow Deposit Agreements].

2. The Bond Purchase Agreement, [the Escrow Deposit Agreements], the Participation Agreements and the Continuing Disclosure Agreements have been duly authorized, executed and delivered by the District, and constitute legal, valid and binding obligations of the District, enforceable against the District in accordance with their terms.

3. The District is not in breach of or default under any applicable constitutional provision, law or administrative regulation of the State of Nebraska or the United States or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, material agreement or other material instrument known to us after reasonable inquiry to which the District is a party or to which the District or any of its property or assets is otherwise subject (including, without limitation, the Participation Agreements), and no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute a default or event of default under any such instrument; and the execution and delivery of the Bonds, [the Escrow Deposit Agreements], the Bond Purchase Agreement and the Continuing Disclosure Agreements and the adoption of the Resolution, the Sale Resolution, and compliance with the provisions on the District’s part contained therein, do not and will not conflict with or constitute a breach of or default under any constitutional provision, law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, material agreement or other material instrument known to us after reasonable inquiry to which the District is a party or to which the District or any of its property or assets is otherwise subject, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the District or under the terms of any such law, regulation or instrument, except as expressly provided by the Bonds and the Resolution.

4. As of the date hereof there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending against the District or, to the best of our knowledge, threatened against the District affecting the corporate existence of the District or the titles of its officers to their respective offices, or affecting or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Bonds or the collection of the Revenues (as defined in the Resolution) and other moneys of the District pledged or to be pledged to pay the principal of and interest on the Bonds, or the security interest in the Revenues and other moneys pursuant to the Resolution, or contesting or affecting as to the District the

validity or enforceability of the Act, the Bonds, the Resolution, the Sale Resolution, the Bond Purchase Agreement, [the Escrow Deposit Agreements], the Participation Agreements or the Continuing Disclosure Agreements or contesting the tax-exempt status of interest on the Bonds, or contesting the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto, or contesting the powers of the District or any authority for the issuance of the Bonds, the adoption of the Resolution, the Sale Resolution or the execution and delivery by the District of the Bond Purchase Agreement, the Escrow Deposit Agreements, the Participation Agreements or the Continuing Disclosure Agreements, nor, to the best of our knowledge, is there any basis for any such action, suit, proceeding, inquiry or investigation wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the Act or the authorization, execution, delivery or performance by the District of the Bonds, the Resolution, the Sale Resolution, [the Escrow Deposit Agreements], the Participation Agreements, the Continuing Disclosure Agreements or the Bond Purchase Agreement.

5. The opinions attributed to us in the Official Statement are hereby confirmed.

6. Based upon our participation in preparation of the Preliminary Official Statement and the Official Statement as General Counsel to the District and without having undertaken to determine independently the accuracy, completeness or fairness of the statements contained in the Preliminary Official Statement or the Official Statement, as of the date hereof nothing has come to our attention causing us to believe (a) that the Preliminary Official Statement, as of its date and as of the date of the Bond Purchase Agreement (except for intentionally omitted pricing information), and the Official Statement, as of its date or as of the date hereof, contained or contains any untrue statement of a material fact or omitted or omits to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading (except for the financial, statistical and engineering information and projections with respect to the District contained in the Preliminary Official Statement and the Official Statement, and the other financial and statistical data included therein, as to all of which we express no view or belief), or (b) that the Official Statement (as supplemented or amended pursuant to paragraph (n) of Section 6 of the Bond Purchase Agreement, if applicable) as of its date and the date hereof contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading (except for the financial, statistical and engineering information, and projections with respect to the District contained in the Official Statement, and the other financial and statistical data included therein, as to all of which we express no view or belief).

7. Statements contained in the Official Statement under the caption "SUMMARY OF CERTAIN PROVISIONS OF PARTICIPATION POWER AGREEMENTS", insofar as the statements contained therein purport to summarize certain provisions of the Participation Agreements, present a fair and accurate summary of such provisions for the purpose of use in the Official Statement.

Respectively submitted,

[name]  
FOR THE FIRM

**EXHIBIT B  
TO THE BOND PURCHASE AGREEMENT**

**CERTIFICATE OF THE DISTRICT  
CONCERNING BOND PURCHASE AGREEMENT, OFFICIAL STATEMENT,  
BOARD ACTION AND OUTSTANDING INDEBTEDNESS**

[\$[PRINCIPAL AMOUNT]  
Omaha Public Power District (Nebraska)  
Separate Electric System Revenue Bonds (Nebraska City 2)  
2025 Series A

The undersigned hereby certifies in his capacity as Vice President and Chief Financial Officer of the Omaha Public Power District (the “District”) that:

1. The representations and warranties of the District contained in the Bond Purchase Agreement dated [\_\_\_\_], 2025 between the District and the Underwriters named therein (the “Bond Purchase Agreement”) with respect to the sale by the District of \$[PRINCIPAL AMOUNT] in aggregate principal amount of its Separate Electric System Revenue Bonds (Nebraska City 2), 2025 Series A (the “Bonds”) are true and correct in all material respects on and as of the date of the Closing as if made on the date of the Closing.

2. Other than as set forth in the Official Statement of the District dated [\_\_\_\_], 2025 relating to the sale of the Bonds (the “Official Statement”), no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, is pending against the District or, to the best of my knowledge, threatened against the District, affecting the corporate existence of the District or the titles of its officers to their respective offices, or affecting or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Bonds or the collection of the Revenues (as defined in Resolution No. 5472 of the District adopted November 17, 2005 as amended by Resolution No. 6019 adopted by the Board on November 13, 2014 (together, the “General Resolution”) and other moneys of the District pledged or to be pledged to pay the principal of and interest on the Bonds, or the pledge of and security interest in the Revenues and other moneys pursuant to the General Resolution or any other resolution of the District authorizing the issuance and sale of the Bonds (collectively, the “Resolutions”), or in any way contesting or affecting as to the District the validity or enforceability of the Act, the Bonds, the Resolutions, the Participation Agreements, the Continuing Disclosure Agreements, the Bond Purchase Agreement [or the Escrow Deposit Agreements] (as defined in the Bond Purchase Agreement), or contesting the tax-exempt status of interest on the Bonds, or contesting the completeness or accuracy of the Preliminary Official Statement dated [\_\_\_\_], 2025 (the “Preliminary Official Statement”) or the Official Statement or any supplement or amendment thereto, or contesting the powers of the District or any authority for the issuance of the Bonds, the adoption of the Resolutions, or the execution and delivery by the District of the Bond Purchase Agreement [or the Escrow Deposit Agreements], nor, to the best of my knowledge, is there any basis for any such action, suit, proceeding, inquiry or investigation wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the Act or the authorization, execution, delivery or

performance by the District of the Bonds, the Resolutions, the Participation Agreements, the Continuing Disclosure Agreements, the Bond Purchase Agreement [or the Escrow Deposit Agreements].

3. No event affecting the District has occurred since the date of the Official Statement which should be disclosed in the Official Statement so that the Official Statement will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, and which has not been disclosed in a supplement or amendment to the Official Statement.

4. The District has complied with all the agreements and satisfied all the conditions on its part to be performed or satisfied at or prior to the date hereof pursuant to the Bond Purchase Agreement with respect to the issuance of the Bonds.

5. The General Resolution is in full force and effect and has not been rescinded or repealed since the adoption thereof.

6. Resolution No. [\_\_\_\_\_] and Resolution No. [\_\_\_\_\_] , both adopted by the Board of Directors of the District on June 19, 2025, authorizing the issuance, sale and delivery of the Bonds (collectively, the “Authorizing Resolutions”), are in full force and effect and have not been varied, modified or rescinded as of the date hereof; a true and correct copy of the Authorizing Resolutions as well as the original minutes of the Board of Directors adopting such Authorizing Resolutions are contained in this Transcript of Proceedings; and no action concerning the issuance, sale and delivery of the Bonds has been taken by the Board of Directors of the District other than the actions included in this Transcript of Proceedings.

7. The Bylaws of the District, now effective, as last amended as of [DATE], are in the form as attached hereto as Exhibit A.

8. All requisite corporate proceedings have been taken by the District, including appropriate authorization by the Board of Directors of the District and delivery of a Pricing Certificate as required by Resolution No. [\_\_\_\_\_] , as are required in connection with the execution, issuance and delivery of the Bonds. The Bonds have been duly executed, issued and delivered as of this date in accordance with the General Resolution and the Authorizing Resolutions.

9. No authorization, consent, approval, permit, license, exemption of or filing or registration with any court or governmental department, commission, board, bureau, agency or instrumentality is or will be necessary for the valid execution, delivery and performance by the District of the Bonds or the General Resolution or the Authorizing Resolutions, or the establishment of the pledge for the benefit of the owners of the Bonds of the Revenues, income, receipts, moneys and profits pledged pursuant to the General Resolution.

10. The Preliminary Official Statement and the final Official Statement in connection with the issuance, sale and delivery of Bonds, which are included in the Transcript of Proceedings of which this Certificate is a part, are substantially in the form of the Preliminary Official Statement presented at a meeting of the Board of Directors of the District on June 19,

2025, copies of which were filed in the records of the District, to be completed with the terms of the Bonds and otherwise modified as appropriate, which form of Preliminary Official Statement was ratified and the form of which Official Statement was approved by Resolution No. [ ] of the Board of Directors at such meeting. The undersigned further certifies that a copy of the Preliminary Official Statement and final Official Statement are included in the Transcript of Proceedings of which this Certificate is a part.

11. All meetings of the Board of Directors of the District at which action was taken in connection with the execution, issuance or delivery of the Bonds, as listed below, were open to the public at all times and advance notice of the time and place of each such meeting was duly given as required by law. For each such meeting, a notice with a tentative agenda was mailed or delivered to all members of the Board on the date noted.

<b>Date of Board Meeting</b>	<b>Date of Notice</b>	<b>Approved Resolutions No(s).</b>
November 17, 2005	November 11, 2005	5472
November 13, 2014	November 7, 2014	6019
June 19, 2025		[ ] and [ ]

12. As of the date hereof, the entire outstanding bond and note indebtedness of the District, exclusive of (i) the Bonds, (ii) obligations treated as being no longer outstanding because of defeasance and (iii) obligations which are payable from sources other than the Revenues (as defined in the General Resolution), consists of \$[ ] aggregate outstanding principal amount of the District's Separate Electric System Revenue Bonds (Nebraska City 2).

13. All capitalized terms used herein which are not otherwise defined shall have the same meaning as in the Bond Purchase Agreement.

IN WITNESS WHEREOF, this Certificate has been duly executed and sealed with the corporate seal of the District on [ ], 2025.

[SEAL]

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Bradley R. Underwood  
Vice President and Chief Financial Officer  
Omaha Public Power District

**EXHIBIT C**  
**TO THE BOND PURCHASE AGREEMENT**

[DATE]

To: Wells Fargo Bank, National  
Association

as Senior Managers on behalf of the Underwriters  
identified in the Purchase Agreement described below

Piper Sandler & Co.

[\$[PRINCIPAL AMOUNT]]  
Omaha Public Power District (Nebraska)  
Separate Electric System Revenue Bonds (Nebraska City 2)  
2025 Series A

We have acted as counsel to the group of underwriters identified in the Purchase Agreement described below (collectively, the “Underwriters”), for whom you are acting as Senior Managers, in connection with the purchase by the Underwriters from the Omaha Public Power District (the “District”) of \$[PRINCIPAL AMOUNT] principal amount of Omaha Public Power District Separate Electric System Refunding Revenue Bonds (Nebraska City 2), 2025 Series A (the “Bonds”), dated as of the date of this letter, pursuant to the Bond Purchase Agreement, dated [\_\_\_\_], 2025 (the “Purchase Agreement”), between the Underwriters and the District. This letter is provided pursuant to [Section 8(d)(x)] of the Purchase Agreement in connection with the purchase by the Underwriters of the Bonds. Capitalized terms not otherwise defined in this letter are used as defined in the Purchase Agreement.

For purposes of this letter, we have reviewed: (a) the Preliminary Official Statement, dated [\_\_\_\_], 2025 (the “Preliminary Official Statement”), and the Official Statement, dated [\_\_\_\_], 2025, relating to the Bonds (the “Official Statement”); (b) certified copies of (i) Resolution No. 5472 adopted by the District on November 17, 2005, (ii) Resolution No. 6019, adopted by the District on November 13, 2014 and (iii) Resolution No. [\_\_\_\_], adopted by the District on June 19, 2025 (collectively, the “Resolutions”); (c) an executed counterpart of the Purchase Agreement; and (d) such other proceedings, documents, matters and law as we deem necessary to provide this letter in accordance with the terms of our engagement.

In providing this letter, we assume, without independent verification, and rely upon: (i) the accuracy of the factual matters represented, warranted or certified in the proceedings and documents we have examined, (ii) the due and legal authorization, execution and delivery of those documents by, and the valid, binding and enforceable nature of those documents upon, the parties thereto and (iii) the correctness of the legal conclusions contained in all legal opinion letters of other counsel delivered in connection with this matter.



Based upon the foregoing and subject to the limitations contained in this letter, we are of the opinion that, under existing law, the Bonds are exempt from registration under the Securities Act of 1933, as amended, and the Resolutions are exempt from qualification under the Trust Indenture Act of 1939, as amended.

In accordance with the terms of our engagement, we have provided certain legal advice and assistance to the Underwriters in connection with the Underwriters' responsibilities with respect to the Preliminary Official Statement and the Official Statement. We have not been engaged to pass upon, and we do not assume any responsibility for and have not independently verified, the accuracy, completeness or fairness of any of the statements contained in the Preliminary Official Statement or the Official Statement. However, as part of our engagement, certain of our lawyers participated in telephone conferences and meetings with representatives of the Underwriters, representatives of the District, Fraser Stryker PC LLO, as general counsel to the District, Kutak Rock LLP, as bond counsel to the District, Forvis Mazars, LLP, independent public accountants for the District, Barclay's Capital Inc., as financial advisor to the District, and others, during which telephone conferences and meetings the contents of the Preliminary Official Statement and the Official Statement and related matters were discussed. With your permission, no auditor's consent has been requested and the District's independent public accountants have not been requested to perform, and have not performed, any procedures relating to the Preliminary Official Statement or the Official Statement. Based on our participation in the above-mentioned telephone conferences and meetings, and in reliance thereon and on the records, documents, certificates, opinions, matters and assumptions described above and subject to the qualifications set forth herein, we advise you that, during the course of our engagement on this matter, no facts came to the attention of the lawyers in our firm responsible for this matter that causes us to believe that the Preliminary Official Statement, as of its date (other than omissions therefrom permitted by Rule 15c2-12 prescribed under the Securities Exchange Act of 1934, as amended (the "Rule")), and the Official Statement (except in each case for any information listed in the following sentence, as to which we express no view), as of its date and as of this date, contained or contains any untrue statement of a material fact or omitted or omits to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. We express no view as to: (a) the information relating to the Participants included in Appendix A, (b) the special purpose financial statements included in Appendix E, (c) information under the captions "Book-Entry System" and "Tax Matters" and (d) any other financial or related statistical data or forecasts, or technical or demographic data, included in the Preliminary Official Statement or the Official Statement or any Appendix thereto.

We also have rendered legal advice and assistance to the Underwriters as to the requirements of the Rule in connection with your review, for purposes of the Rule, of the continuing disclosure undertakings of the District included in the Resolutions and the separate continuing disclosure agreements between the District and the Participants (collectively, with the continuing disclosure undertaking of the District, the "Continuing Disclosure Undertakings"). Based upon our examination of the items referenced in this letter, including the Continuing Disclosure Undertakings and the Rule, and subject to the limitations expressed above, we are of the opinion that, under existing law, the Continuing Disclosure Undertakings satisfy paragraph (b)(5)(i) of the Rule, which requires an undertaking for the benefit of the holders, including beneficial owners, of the Bonds to

provide certain annual financial information and event notices at the time and in the manner required by the Rule.

Reference in this letter to “the lawyers in our firm responsible for this matter” includes only those lawyers now with this firm who rendered legal services in connection with this matter. This letter is delivered to the Underwriters for their benefit in connection with the original issuance of the Bonds and may not be relied upon for any other purpose or by any other person, including the holders, owners or beneficial owners of the Bonds. The opinions and advice set forth in this letter are stated only as of this date, and no other opinion or statements shall be implied or inferred as a result of anything contained in or omitted from this letter. Our engagement with respect to this matter has concluded as of the date hereof.

Respectfully submitted,

**EXHIBIT D**  
**TO THE BOND PURCHASE AGREEMENT**

[DATE]

[\_\_\_\_\_] as the Underwriters named in the Bond Purchase Agreement dated [\_\_\_\_\_] 2025 with Omaha Public Power District

The Bank of New York Mellon Trust  
Company, N.A.  
Suite 1020  
311 S. Wacker Drive, Suite 6200B  
Chicago, Illinois 60606

[\$[PRINCIPAL AMOUNT]  
Omaha Public Power District (Nebraska)  
Separate Electric System Revenue Bonds (Nebraska City 2)  
2025 Series A

Ladies and Gentlemen:

We have acted as Bond Counsel in connection with the issuance and sale by the Omaha Public Power District (the “District”) of the above-referenced bonds (the “Bonds”). In connection therewith, we have delivered to the District our opinion dated the date hereof concerning the validity of, and, as applicable, tax-exempt status of interest on, the Bonds; you may rely on that opinion to the same extent as if you were an addressee thereof.

In our capacity as Bond Counsel, we have reviewed the Constitution and statutes of the State of Nebraska, specifically Chapter 70, Article 6 of the Nebraska Reissue Revised Statutes of 1943, as amended (the “Act”), and a certified copy of the record of proceedings relative to the issuance of the Bonds, including the following documents and resolutions:

1. Resolution No. 5472 adopted on November 17, 2005, as amended by Resolution No. 6019 adopted on November 13, 2014 (the “General Resolution”);
2. Resolution No. [\_\_\_\_\_] adopted on June 19, 2025 (together with the General Resolution, the “Authorizing Resolutions”), pursuant to which, along with the General Resolution, the District has issued the Bonds;
3. Resolution No. [\_\_\_\_\_] adopted on June 19, 2025 (together with the Authorizing Resolutions, the “Resolutions”), pursuant to which the District has authorized the sale of the Bonds;
4. An executed copy of the Bond Purchase Agreement dated [\_\_\_\_\_] 2025 (“Bond Purchase Agreement”);

5. A printed copy of the Preliminary Official Statement dated [\_\_\_\_], 2025 (the “Preliminary Official Statement”) relating to the public offering of the Bonds;

6. An executed copy of the Official Statement dated [\_\_\_\_], 2025 (the “Official Statement”) relating to the public offering of the Bonds; and

7. Such other opinions, documents, certificates, public records and proceedings as we have deemed relevant and necessary or appropriate in rendering this opinion.

Based on an examination of the foregoing, we are of the opinion that:

1. The Bond Purchase Agreement has been duly authorized, executed and delivered by, and constitutes a legal, valid and binding obligation of, the District enforceable in accordance with its terms;

2. The Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Authorizing Resolutions are exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended;

3. The District has the right and power under the laws of the State, including the Act, to adopt the Resolutions, and the Resolutions have been duly and lawfully adopted by the District, are in full force and effect and constitute the legal, valid and binding obligation of the District enforceable in accordance with their terms;

4. The statements contained in the Preliminary Official Statement and the Official Statement under the captions “DESCRIPTION OF THE 2025 BONDS,” “SECURITY FOR THE 2025 BONDS,” “SUMMARY OF CERTAIN PROVISIONS OF RESOLUTION NO. 5472” and “APPENDIX B—FORM OF CONTINUING DISCLOSURE UNDERTAKING,” insofar as the statements contained under such captions purport to summarize certain provisions of the Bonds and the Authorizing Resolutions, present a fair and accurate summary of such provisions for the purpose of use in the Preliminary Official Statement and the Official Statement, respectively;

5. The statements contained in the Official Statement under the caption “TAX MATTERS” are accurate statements or summaries of the matters therein set forth;

6. Based upon our participation in the preparation of the Preliminary Official Statement as Bond Counsel and without having undertaken to determine independently the accuracy, completeness or fairness of the statements contained in the Preliminary Official Statement (except to the extent expressly set forth in paragraphs (4) and (5) above, provided that such summary included omissions permitted pursuant to SEC Rule 15c2-12 and provided, further, that some of such provisions were subject to alteration, completion or amendment in connection with the pricing and sale of the Bonds as provided in a Pricing Certificate subsequently delivered pursuant to the Authorizing Resolutions, and, further, except with respect to the statements contained in the Preliminary Official Statement under the heading “TAX MATTERS,” which were, as of the date of the Preliminary Official Statement, accurate statements or summaries of the

matters therein set forth) as of the date of the Preliminary Official Statement, nothing had come to the attention of Kutak Rock LLP's attorneys providing services to the District in connection with the issuance of the Bonds causing them to believe that the Preliminary Official Statement as of its date contained any untrue statement of a material fact or omitted (exclusive of omissions permitted by SEC Rule 15c2-12) to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading (except for the information regarding the Participants contained in Appendix A thereto and summaries thereof and references thereto, and the financial, statistical, engineering and numerical information and projections contained in the Preliminary Official Statement, as to all of which we express no view);

7. Based upon our participation in the preparation of the Official Statement as Bond Counsel and without having undertaken to determine independently the accuracy, completeness or fairness of the statements contained in the Official Statement (except to the extent expressly set forth in paragraphs (4) and (5) above) as of the date of the Closing, nothing has come to the attention of Kutak Rock LLP's attorneys providing services to the District in connection with the issuance of the Bonds causing them to believe that the Official Statement as of its date or as of the date of the Closing contained any untrue statement of a material fact or omitted to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading (except for the information regarding the Participants contained in Appendix A thereto and summaries thereof and references thereto, and the financial, statistical, engineering and numerical information and projections contained in the Official Statement, as to all of which we express no view).

The obligations of the District contained in the Bond Purchase Agreement and the Resolutions, and the enforceability thereof, are subject to general principles of equity which may permit the exercise of judicial discretion, the reasonable exercise in the future by the State of Nebraska and its governmental bodies of the police power inherent in the sovereignty of the State, applicable bankruptcy, insolvency, moratorium or similar laws relating to or affecting creditors' rights generally, and the exercise by the United States of America of the powers delegated to it by the Constitution of the United States of America.

Very truly yours,

**EXHIBIT E**  
**TO THE BOND PURCHASE AGREEMENT**

**CERTIFICATE OF PARTICIPANT**

[\$[PRINCIPAL AMOUNT]  
Omaha Public Power District (Nebraska)  
Separate Electric System Revenue Bonds (Nebraska City 2)  
2025 Series A

The undersigned (the “Participant”) hereby certifies as follows:

1. As of the date hereof, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending against the Participant or, to the best knowledge of the Participant, threatened against the Participant, affecting the corporate existence of the Participant or the titles of its officers and directors to their respective offices, or affecting or seeking to prohibit, restrain or enjoin the performance of the Participant of its obligations under the Participation Power Agreement dated as of January 15, 2004, as amended to the date hereof (the “Participation Agreement”), between the Participant and the Omaha Public Power District (the “District”) or the Transmission Facilities Cost Agreement effective as of September 7, 2006 and entered into by the Participant in connection with the Participation Agreement (the “Transmission Agreement”), or contesting or affecting as to the Participant the validity or enforceability of the Participation Agreement or Transmission Agreement, or contesting powers of the Participant or the execution and delivery by the Participant of the Participation Agreement or Transmission Agreement, nor, to the best knowledge of the Participant, is there any basis for any such action, suit, proceeding, inquiry or investigation, wherein an unfavorable decision, ruling or finding would materially adversely affect the corporate existence or authority of the Participant or the authorization, execution, delivery or performance by the Participant under the Participation Agreement or the Transmission Agreement.

2. As of the date hereof, there exists no default under the Participation Agreement or Transmission Agreement nor has any event occurred which, with the passage of time or the giving of notice or both, would become a default under the Participation Agreement or Transmission Agreement.

3. The Participant has all necessary right, power and authority to execute and deliver the Continuing Disclosure Agreement dated as of [\_\_\_\_], 2025 by and between the Participant and the District. The Participant is not currently in default of its obligations under any other continuing disclosure agreements, including, without limitation, the Continuing Disclosure Agreements with the District dated December 1, 2005, September 28, 2006, December 2, 2008, March 11, 2015 and April 13, 2016.

4. The Participant acknowledges and agrees that the Participation Agreement has become effective in accordance with the requirements set forth in Sections 23.10 and 23.11 of the Participation Agreement, and that the Participation Agreement and the Transmission

Agreement constitute the legal, valid and binding obligations of Participant, enforceable in accordance with their terms subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general equity principles. Without limiting the foregoing, the Participant agrees and acknowledges that LB 969 was passed by the 2004 Nebraska Legislature and that the Participant therefor represents and warrants in accordance with Sections 2.2.4 and 23.12 that the step-up provisions contained in Section 17.3 of the Participation Agreement are the legal, valid and binding obligation of the Participant, enforceable in accordance with their terms.

5. With respect to the Preliminary Official Statement dated [\_\_\_\_], 2025 (the "Preliminary Official Statement") and the Official Statement dated [\_\_\_\_], 2025 (the "Official Statement") issued in connection with the above referenced bonds (the "Bonds"), the information contained in Appendix A to the Preliminary Official Statement and the Official Statement pertaining to the Participant did not as of their respective dates, and the information contained in Appendix A to the Official Statement pertaining to the Participant does not as of the date hereof, contain any untrue statement of a material fact relating to the Participant or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

6. The Participant acknowledges and agrees that the Bonds constitute "Separate System Bonds" as defined in the Participation Agreement.

The following certification applies only if the Participant is not Nebraska Public Power District ("NPPD"):

7. The Participant, in accordance with Section 2.2.6 of the Participation Agreement, hereby represents and warrants that all payments for Operation and Maintenance Costs (as defined in the Participation Agreement) made by the Participant under the Participation Agreement will at all times be deemed ordinary and necessary operational costs of Participant, which will be paid on an equal basis with other ordinary and necessary operational costs of the Participant and prior to the payment of any financed debt of the Participant.

The following certification applies only if the Participant is NPPD:

7. The Participant, in accordance with Section 2.2.6 of the Participation Agreement, hereby covenants to provide the District with a surety covering its share of the ongoing Operation and Maintenance Costs in accordance with Section 16.2 of the Participation Agreement.

[Remainder of Page Intentionally Left Blank]

DATED: [\_\_\_\_], 2025

[PARTICIPANT]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



**EXHIBIT F**  
**TO THE BOND PURCHASE AGREEMENT**

[\$[PRINCIPAL AMOUNT]  
Omaha Public Power District (Nebraska)  
Separate Electric System Revenue Bonds (Nebraska City 2)  
2025 Series A

**CERTIFICATE OF REPRESENTATIVE OF UNDERWRITERS**

The undersigned, on behalf of Wells Fargo Bank, National Association (the “Representative”), on behalf of itself and [\_\_\_\_\_] (together, the “Underwriting Group”), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the “Bonds”). Terms not otherwise defined herein shall have the meanings ascribed thereto in the Tax Compliance Certificate of the Omaha Public Power District with respect to the Bonds.

1. **Sale of the General Rule Maturities.** All of the Maturities of the Bonds were General Rule Maturities. As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A.

2. **Initial Offering Price of the Undersold Maturities.**

(a) The Underwriters offered the Undersold Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the “Initial Offering Prices”) on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this Certificate as Schedule B.

(b) As set forth in the Bond Purchase Agreement, the Underwriters have agreed in writing that, (i) for each Maturity of the Undersold Maturities, they would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Offering Period for such Maturity (the “hold-the-offering-price rule”), nor would they permit a related party to do so, and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, the Representative has not offered or sold any Maturity of the Undersold Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Offering Period.

3. **Defined Terms.**

(a) “*General Rule Maturities*” means those Maturities of the Bonds listed in Schedule A hereto as the “General Rule Maturities.”

(b) “*Issuer*” means The Omaha Public Power District.

(c) “*Maturity*” means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(d) “*Offering Period*” means, with respect to an Undersold Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date ([\_\_\_\_]), or (ii) the date on which the Underwriters have sold a Substantial Amount of such Undersold Maturity to the Public at a price that is no higher than the Initial Offering Price for such Undersold Maturity.

(e) “*Public*” means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(f) “*Sale Date*” means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is [\_\_\_\_].

(g) “*Underwriter*” means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

(h) “*Undersold Maturities*” means those Maturities of the Bonds shown in Schedule A hereto as the “Undersold Maturities.”

4. **Reserve Account.** It is our opinion, based on our experience with bonds similar to the Bonds, it was reasonable to require, as a condition to the marketing of the Bonds, that the Reserve Account be funded as provided in the Resolutions. In our opinion, the funding of the Reserve Account securing the Bonds as provided in the Resolutions was a vital factor in marketing the Bonds.

5. **Yield.** We have been asked by the District and Bond Counsel to perform certain calculations with respect to the Bonds. Specifically, we have been asked to calculate the yield of

the Bonds under Section 148 of the Internal Revenue Code of 1986, as amended and the Treasury Regulations thereunder (collectively, the “Code”). We have performed these calculations with the express understanding and agreement of Bond Counsel and the District that, notwithstanding the performance of these calculations and the delivery of this Issue Price Certificate: (i) in doing so we are not acting as Municipal Advisor (as defined in Section 15B of the Securities Exchange Act); (ii) we do not have a fiduciary duty to the District and (iii) we are not to be construed as a “paid preparer” of any tax returns of the District, including specifically (but not limited to) Internal Revenue Service Form 8038-G.

To perform the calculations of the yield requested by Bond Counsel, we have used, with Bond Counsel’s permission, the DBC® Finance (the “Software”), including the “Form 8038 statistics” included in such Software. To the extent that we provided the District and Bond Counsel with certain computations that show a bond yield, weighted average maturity and certain other information with respect to the Bonds, as shown in Exhibit A, these computations are based on our reasonable belief and understanding that the computational methodology of the Software is consistent with Bond Counsel’s instructions regarding interpretation of the applicable law.

However, notwithstanding the foregoing, we remind you that we are not accountants or actuaries, nor are we engaged in the practice of law. Accordingly, while we believe the calculations described above to be correct, we do not warrant them to be so, nor do we warrant their validity for purposes of Sections 103 and 141-150 of the Code.

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Representative’s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Kutak Rock LLP in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds. The representations set forth herein are not necessarily based on personal knowledge and, in certain cases, the undersigned is relying on representations made by the other members of the Underwriting Group.

WELLS FARGO BANK, NATIONAL  
ASSOCIATION

By \_\_\_\_\_  
Name \_\_\_\_\_

Dated: [\_\_\_\_]

**SCHEDULE A**  
**SALE PRICES OF THE GENERAL RULE MATURITIES**

**GENERAL RULE MATURITIES**

[ ]

## UNDERSOLD MATURITIES

[ ]

**PRELIMINARY OFFICIAL STATEMENT DATED [\_\_\_\_], 2025**

**NEW ISSUE – FULL BOOK-ENTRY ONLY**

**Ratings:** Moody's: "[\_\_\_\_]"

S&P Global: "[\_\_\_\_]"

[Insert Insured Rating if applicable]

(See "RATINGS" herein)

*In the opinion of Bond Counsel, assuming continuing compliance with certain requirements described herein, under laws, regulations, rulings and judicial decisions existing as of the date hereof, interest on the 2025 Bonds is not includable in gross income for federal income tax purposes. Such interest is also exempt from all present State of Nebraska personal income taxes. In the opinion of Bond Counsel, interest on the 2025 Bonds does not constitute an item of tax preference for purposes of determining the federal alternative minimum tax imposed on individuals. Interest on the 2025 Bonds may affect the federal alternative minimum tax imposed on certain corporations. See "TAX MATTERS" herein for a discussion of additional federal and State of Nebraska tax law considerations.*

**[\$[PRINCIPAL AMOUNT]\***

**OMAHA PUBLIC POWER DISTRICT (NEBRASKA)**

**Separate Electric System Revenue Bonds (Nebraska City 2), 2025 Series A**

**Dated: Date of Delivery**

**Due: February 1, as shown on the inside cover page**

The Separate Electric System Revenue Bonds (Nebraska City 2), 2025 Series A (the "2025 Bonds") will be issued by the Omaha Public Power District (the "District") in fully registered form in the minimum denomination of \$5,000 and any integral multiple thereof. Interest on the 2025 Bonds will be payable [February 1, 2026] and each August 1 and February 1 thereafter. Certain of the 2025 Bonds are subject to optional redemption prior to maturity as described herein. The 2025 Bonds are issued for valid corporate purposes of the District including the current refunding of all or a portion of the District's outstanding Separate Electric System Revenue Bonds (Nebraska City 2), 2015 Series A and 2016 Series A (collectively, the "Refunded Bonds"), funding a debt service reserve and paying the costs and expenses incurred in connection with the issuance of the 2025 Bonds. See "USE OF THE 2025 BOND PROCEEDS."

[The scheduled payment of principal of and interest on the 2025 Bonds when due will be guaranteed under a municipal bond insurance policy to be issued concurrently with the delivery of the 2025 Bonds by [BOND INSURER]. See "BOND INSURANCE" herein and Appendix F hereto.]

The 2025 Bonds, when issued, will be registered in the name of Cede & Co., as Bondholder and nominee for The Depository Trust Company ("DTC"), New York, New York. Purchases of beneficial interests in the 2025 Bonds will be made in book-entry only form. Accordingly, principal of and interest on the 2025 Bonds will be paid by the Bond Fund Trustee acting as the Paying Agent directly to DTC as the Bondholder thereof. Disbursement of such payments to DTC's Participants is the responsibility of DTC, and disbursement of such payments to the Beneficial Owners is the responsibility of DTC's Participants, as more fully described herein. Any purchaser as a Beneficial Owner of a 2025 Bond must maintain an account with a broker or dealer who is, or acts through, a DTC Participant to receive payment of the principal of and interest on such 2025 Bond. See "BOOK-ENTRY SYSTEM."

**Principal of and interest on the 2025 Bonds will be payable on a parity with the other Separate Electric System Revenue Bonds ("Outstanding Bonds") of the District and any other Additional Bonds which hereafter may be issued under Resolution No. 5472 and will be payable from and secured by the Revenues of the Separate System pledged in Resolution No. 5472 to the payment thereof, subject to a prior charge on the Revenues for the payment of the Operating Expenses of the Separate System. No other revenues or assets of the District, including the revenues of the District's Electric System, are pledged for the payment of the principal of or interest on the 2025 Bonds. See "SECURITY FOR THE 2025 BONDS." The 2025 Bonds shall not be obligations of the State of Nebraska or of any of its political subdivisions, other than the District to the extent set forth herein, nor shall said State or any of its political subdivisions, other than the District, be liable for the payment of the principal of and interest on the 2025 Bonds. The District has no taxing power.**

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**MATURITY SCHEDULE – See Inside Front Cover**

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The 2025 Bonds will be offered when, as and if issued and received by the Underwriters, subject to the approval of legality of Kutak Rock LLP, Bond Counsel. Certain legal matters will be passed upon for the District by Fraser Stryker PC LLO, Omaha, Nebraska, the District's General Counsel, and for the Underwriters by [U/W Counsel], Counsel to the Underwriters. It is expected that the 2025 Bonds in definitive form will be ready for delivery through the DTC book-entry system on or about [\_\_\_\_], 2025.

\_\_\_\_\_, 20\_\_

\* Preliminary; subject to change.

**\$[PRINCIPAL AMOUNT]\***  
**OMAHA PUBLIC POWER DISTRICT**  
**Separate Electric System Revenue Bonds (Nebraska City 2), 2025 Series A**

\$ \_\_\_\_\_ **Serial Bonds**

Due February 1*	Principal Amount*	Rate	Yield	Price	CUSIP <sup>(1)</sup>
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\$ \_\_\_\_\_ **Term Bonds**

Due February 1*	Principal Amount*	Rate	Yield	Price	CUSIP <sup>(1)</sup>
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\* Preliminary; subject to change.

<sup>(1)</sup> CUSIP is a registered trademark of the American Bankers Association. CUSIP data contained herein is provided by CUSIP Global Services, managed by FactSet Research Systems Inc. on behalf of the American Bankers Association. This data is not intended to create a database and does not serve in any way as a substitute for the CUSIP Service. CUSIP data herein is provided for convenience of reference only. None of the District, the Underwriters or their respective agents take any responsibility for the accuracy of such data now or at any time in the future. The CUSIP number for a specific maturity is subject to being changed after the issuance of the 2025 Bonds as a result of various subsequent actions including, but not limited to, a refunding in whole or in part of such maturity or as a result of the procurement of secondary market portfolio insurance or other similar enhancement by investors that is applicable to all or a portion of certain maturities of the 2025 Bonds.

**OMAHA PUBLIC POWER DISTRICT**  
**444 South 16th Street Mall, Omaha, Nebraska 68102-2247**  
**(402) 636-2000**  
**www.oppd.com**

**DIRECTORS**

MATT R. CORE	Chair of the Board
MARY G. SPURGEON	Vice Chair of the Board
CRAIG C. MOODY	Treasurer
AMANDA E. BOGNER	Secretary
MICHAEL J. CAVANAUGH	Board Member
SARA E. HOWARD	Board Member
JOHN L. HUDSON	Board Member
ERIC H. WILLIAMS	Board Member

**PRESIDENT and VICE PRESIDENTS**

L. JAVIER FERNANDEZ	President and Chief Executive Officer
KATHLEEN W. BROWN	Vice President – Chief Information Officer
CLIFFORD V. FLEENER	Vice President – Sustainability and Environmental Affairs
SCOTT M. FOCHT	Vice President – Corporate Strategy and Governance
GINA M. LANGEL	Vice President – Safety and Facilities
TIMOTHY D. MCAREAVEY	Vice President – Customer Service and Public Affairs
MCKELL V. PURNELL	Vice President – Human Capital
BRADLEY R. UNDERWOOD	Vice President – Chief Financial Officer
TROY R. VIA	Vice President – Chief Operating Officer

**GENERAL COUNSEL**

FRASER STRYKER PC LLO  
Omaha, Nebraska

**BOND COUNSEL**

KUTAK ROCK LLP  
Omaha, Nebraska

**FINANCIAL ADVISOR**

BARCLAYS CAPITAL INC.  
New York, New York

**BOND FUND TRUSTEE/PAYING AGENT**

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.  
Chicago, Illinois



No dealer, broker, salesperson or any other person has been authorized by the District or its agents to give information or to make any representation other than those contained in this Official Statement, and, if given or made, such information or representations must not be relied upon as having been authorized by the District. This Official Statement does not constitute an offering nor the solicitation of an offer to sell to any person in any state or other political jurisdiction in which such an offer or solicitation may not lawfully be made, or in any state in which said agents are not qualified. This Official Statement is not to be construed as a contract with the purchasers of the 2025 Bonds.

The information set forth herein has been furnished by the District or other sources which are believed to be reliable, but is not guaranteed as to accuracy or completeness. The information and expressions of opinions herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the District since the date hereof.

**THE 2025 BONDS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, NOR HAS THE INDENTURE BEEN QUALIFIED UNDER THE TRUST INDENTURE ACT OF 1939, AS AMENDED.**

Certain statements included or incorporated by reference in this Official Statement constitute “forward-looking statements” within the meaning of the United States Securities Exchange Act of 1934, as amended, and the United States Securities Act of 1933, as amended. Such statements are generally identifiable by the terminology used such as “plan,” “expect,” “estimate,” “anticipate,” “projected,” “budget” or other similar words of similar import.

**THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. NEITHER THE DISTRICT NOR ANY OTHER PARTY PLANS TO ISSUE ANY UPDATES OR REVISIONS TO THOSE FORWARD-LOOKING STATEMENTS IF OR WHEN THEIR EXPECTATIONS, OR EVENTS, CONDITIONS OR CIRCUMSTANCES UPON WHICH SUCH STATEMENTS ARE BASED, OCCUR.**

The District maintains a website and certain social media accounts. The District’s websites and social media accounts are not part of this Official Statement and should not be relied upon in making an investment decision with respect to the 2025 Bonds, and are not part of this Official Statement for purposes of, and as that term is defined in, Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended and in effect on the date hereof (“Rule 15c2-12”). References to website addresses presented herein are for informational purposes only and may be in the form of a hyperlink solely for the reader’s convenience. Unless specified otherwise, such websites and the information or links contained therein are not incorporated into, and are not part of, this Official Statement for purposes of, and as that term is defined in, Rule 15c2-12.

For purposes of compliance with Rule 15c2-12, this Preliminary Official Statement constitutes an official statement of the District that has been deemed final by the District as of its date except for the omission of no more than the information permitted by Rule 15c2-12.

The Underwriters have provided the following sentence for inclusion in this Official Statement. The Underwriters have reviewed the information in this Official Statement in accordance with, and as part of, their respective responsibilities to investors under the federal securities laws as applied to the

facts and circumstances of this transaction, but the Underwriters do not guarantee the accuracy or completeness of such information.

**CONTINUING DISCLOSURE. INFORMATION CONCERNING THE SEPARATE SYSTEM AND THE PARTICIPANTS WILL BE PROVIDED AS DESCRIBED HEREIN UNDER THE HEADING “APPENDIX B—FORMS OF CONTINUING DISCLOSURE UNDERTAKING.” APPROPRIATE PERIODIC CREDIT INFORMATION WILL BE PROVIDED TO THE RATING AGENCIES RATING THE 2025 BONDS.**

With the exception of the information in Appendix A relating to each Participant, the Participants have not participated in the preparation of this Official Statement. The Participants have no obligations with respect to the Bonds other than (a) each Participant’s obligations under its Participation Agreement and (b) each Participant’s obligation to provide information pursuant to its Continuing Disclosure Agreement (in the form set forth in Appendix B hereto).

[[BOND INSURER] (the “Insurer”) makes no representation regarding the Offered Bonds or the advisability of investing in the Offered Bonds. In addition, the Insurer has not independently verified, makes no representation regarding, and does not accept any responsibility for the accuracy or completeness of this Official Statement or any information or disclosure contained herein, or omitted herefrom, other than with respect to the accuracy of the information regarding the Insurer, supplied by the Insurer and presented under the heading “BOND INSURANCE” and “Appendix F - Specimen Municipal Bond Insurance Policy”.]

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[APPENDIX F	SPECIMEN MUNICIPAL BOND INSURANCE POLICY]

## SUMMARY STATEMENT

This summary is subject in all respects to more complete information contained in this Official Statement. The offering of the 2025 Bonds to potential investors is made only by means of this entire Official Statement. No person is authorized to detach this summary from this Official Statement or to otherwise use it without the entire Official Statement. Certain terms used in this summary shall have the same meanings as given thereto in this Official Statement.

### **PURPOSE OF THE 2025 BONDS**

The 2025 Bonds are issued as \$[PRINCIPAL AMOUNT]\* Separate Electric System Revenue Bonds, 2025 Series A. The proceeds of the 2025 Bonds will be used for valid corporate purposes of the District, including the current refunding of [all or a portion of] the District's outstanding Separate Electric System Revenue Bonds (Nebraska City 2), 2015 Series A and 2016 Series A (collectively, the "Refunded Bonds"), funding a debt service reserve and paying the costs and expenses incurred in the issuance of the 2025 Bonds.

### **NEBRASKA CITY STATION UNIT NO. 2**

Nebraska City Station Unit No. 2 ("NC2") is a fossil fuel electric power generation facility with current capability of 664.2 megawatts located adjacent to the District's Nebraska City Station Unit No. 1, south of Nebraska City, Nebraska. The District is the sole owner of NC2 and completely controls its operation and maintenance. NC2 was completed and achieved commercial operation in May, 2009.

### **SEPARATE SYSTEM AND PARTICIPATION AGREEMENTS**

The District uses 50% of the output from NC2 to meet its own customer load requirements. The District has executed long-term Participation Power Agreements ("Participation Agreements") with seven public power and municipal utilities located in Nebraska, Missouri and Minnesota (each a "Participant") with respect to the remaining 50% of the output of NC2. The Participants' rights to receive, and obligations to pay costs related to, this remaining 50% of the output of NC2 is herein referred to as the "Separate System." The District has issued its Separate Electric System Revenue Bonds (Nebraska City 2) pursuant to Resolution No. 5472 ("Outstanding Bonds"), including the 2025 Bonds and the Refunded Bonds, to finance and refinance the costs of NC2 allocable to the Separate System. Each Participation Agreement requires the Participant to pay its share of the costs of construction, financing and operation of NC2 that are allocable to the Separate System, and such payment is due regardless of whether NC2 maintains commercial operation. The term of each Participation Agreement is 40 years following the commercial operation date of NC2 (May, 2009) and a Participant may elect to renew its Participation Agreement after this initial term for additional periods up to the end of NC2's operational life. The governing body of each Participant has approved and authorized execution of its Participation Agreement. See "SEPARATE SYSTEM."

---

\* Preliminary; subject to change.

**PARTICIPANTS' FUNDING  
OF NC2 CONSTRUCTION  
COSTS AND STEP-UP  
OBLIGATIONS**

Pursuant to the Participation Agreements, the District from time to time issued funding notices (each a "Funding Notice") to the Participants requiring each Participant to pay its share of installments of the costs of construction of the Separate System, certain related transmission facilities and other capital costs associated with operation of NC2 (with respect to each Participant, a "Construction Installment"). Participants that did not pay in cash to the District the amount of a Construction Installment by the required funding date were required to finance the Construction Installment from proceeds of the District's Outstanding Bonds, which were issued in multiple series, of which the Refunded Bonds were a portion. Bonds in the aggregate principal amount of \$[185,065,000] are outstanding as of the date hereof. Two of the Participants, Nebraska Public Power District and the City of Falls City, Nebraska, paid to the District in cash their Construction Installments and therefore do not make debt service payments on the Refunded Bonds and won't (except as a step-up obligation) make debt service payments on the 2025 Bonds. The other five Participants funded all of their respective Construction Installments from proceeds of the Outstanding Bonds. Regardless of liability for debt service on, and costs related to, the Outstanding Bonds, all Participants must pay their share of all other NC2 costs which are allocable to the Separate System (e.g., costs related to operation and maintenance, and fuel costs), as well as any step up obligations for which the Participants are liable. See "SUMMARY OF CERTAIN PROVISIONS OF PARTICIPATION POWER AGREEMENTS—Step-Up Obligations of District and Participants."

**THE 2025 BONDS**

The 2025 Bonds are issued as \$[PRINCIPAL AMOUNT]\* Separate Electric System Revenue Bonds (Nebraska City 2), 2025 Series A. The 2025 Bonds maturing \_\_\_\_\_, 20\_\_ through \_\_\_\_\_, 20\_\_ are serial bonds. The 2025 Bonds maturing \_\_\_\_\_, 20\_\_, \_\_\_\_\_, 20\_\_ and \_\_\_\_\_, 20\_\_ are term bonds. See "DESCRIPTION OF THE 2025 BONDS."

**PAYMENT OF INTEREST**

Interest on the 2025 Bonds will be payable [February 1, 2026] and each August 1 and February 1 thereafter until maturity or prior redemption.

**AUTHORITY FOR  
ISSUANCE**

The 2025 Bonds will be issued pursuant to Chapter 70, Article 6, Reissue Revised Statutes of 1943 of the State of Nebraska ("State"), as amended ("Enabling Act"), Resolution No. 5472 of the District adopted November 17, 2005 (as amended or supplemented from time to time), including by Resolution No. 6019 of the District adopted November 13, 2014 as supplemented by Resolution No. [\_\_\_\_\_] of the District adopted June 19, 2025.

**SECURITY FOR THE 2025  
BONDS**

The 2025 Bonds will be payable from and secured by the Revenues of the Separate System pledged in Resolution No. 5472 to the payment

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\* Preliminary; subject to change.

thereof, subject to a prior charge on the Revenues for the payment of the Operating Expenses of the Separate System. “Revenues” include the gross revenues required to be paid pursuant to the Participation Agreements and all other receipts of the District resulting from its ownership and operation of the Separate System. See “SUMMARY OF CERTAIN PROVISIONS OF RESOLUTION NO. 5472—Revenue Fund.” The general revenues of the District’s Electric System are **not** pledged for the payment of the 2025 Bonds. The 2025 Bonds are payable solely from the Revenues of the Separate System. See “SECURITY FOR THE 2025 BONDS.”

#### **[BOND INSURANCE]**

[Concurrently with the issuance of the 2025 Bonds, [BOND INSURER] (the “Insurer”) will issue its Municipal Bond Insurance Policy (the “Policy”). See the caption “BOND INSURANCE” herein. The Policy guarantees the scheduled payment of principal of and interest on the 2025 Bonds when due as set forth in the form of the Policy included as Appendix F to this Official Statement.]

#### **OPTIONAL REDEMPTION**

At the option of the District, certain of the 2025 Bonds shall be subject to redemption prior to their stated maturity on any date on or after \_\_\_\_\_, 20\_\_, at par, as a whole or in part. See “DESCRIPTION OF THE 2025 BONDS—Optional Redemption.”

#### **TAX MATTERS**

In the opinion of Bond Counsel, assuming continuing compliance with certain requirements described herein, under laws, regulations, rulings and judicial decisions existing as of the date hereof, interest on the 2025 Bonds is not includable in gross income for federal income tax purposes and is also exempt from all present State personal income taxes. In such opinion of Bond Counsel, interest on the 2025 Bonds does not constitute an item of tax preference for purposes of determining the federal alternative minimum tax imposed on individuals. Interest on the 2025 Bonds may affect the federal alternative minimum tax imposed on certain corporations. See “TAX MATTERS.”

#### **RATINGS**

Moody’s Investors Service (“Moody’s”) and S&P Global Ratings (“S&P”) have given ratings of “[ ]” and “[ ]”, respectively, to the 2025 Bonds. See “RATINGS.” Such ratings reflect only the views of such organizations, and explanations of the significance of such ratings may be obtained only from the credit rating agencies. There is no assurance that such ratings will continue for any given period of time or that they will not be revised downward or withdrawn entirely by such credit rating agencies if in their judgment circumstances so warrant. Any such downward revision or withdrawal of such ratings may have an adverse effect on the market price of the 2025 Bonds. A securities rating is not a recommendation to buy, sell or hold securities and may be subject to revision or withdrawal at any time.

#### **BOOK-ENTRY ONLY SYSTEM**

The 2025 Bonds, when issued, will be registered in the name of Cede & Co., as Bondholder and nominee for The Depository Trust



Company (“DTC”), New York, New York. Purchases of beneficial interests in the 2025 Bonds will be made in book-entry only form. Accordingly, principal of and interest on the 2025 Bonds will be paid by The Bank of New York Mellon Trust Company, N.A., as the Paying Agent, directly to DTC as the Bondholder thereof. Disbursement of such payments to DTC’s Participants is the responsibility of DTC, and disbursement of such payments to the Beneficial Owners is the responsibility of DTC’s Participants, as more fully described herein. Any purchaser as a Beneficial Owner of a 2025 Bond must maintain an account with a broker or dealer who is, or acts through, a DTC Participant to receive payment of the principal of and interest on such 2025 Bond. See “BOOK-ENTRY SYSTEM.”

This Summary Statement is subject in all respects to more complete information contained in this Official Statement. Certain terms used in this Summary Statement shall have the same meanings as given thereto in this Official Statement.

## OFFICIAL STATEMENT

### **[\$[PRINCIPAL AMOUNT]]\*** **OMAHA PUBLIC POWER DISTRICT (NEBRASKA)** **SEPARATE ELECTRIC SYSTEM REVENUE BONDS (NEBRASKA CITY 2), 2025 SERIES A**

## INTRODUCTION

The purpose of this Official Statement, which includes the cover page, the inside cover page and appendices hereto, is to set forth information concerning Omaha Public Power District (“District”) and its \$[PRINCIPAL AMOUNT]\* Separate Electric System Revenue Bonds (Nebraska City 2), 2025 Series A (“2025 Bonds”). The 2025 Bonds are issued for valid corporate purposes of the District including the current refunding of [all or a portion of] the District’s outstanding Separate Electric System Revenue Bonds (Nebraska City 2), 2015 Series A and 2016 Series A (collectively, the “Refunded Bonds”), funding a debt service reserve and paying the costs and expenses incurred in connection with the issuance of the 2025 Bonds. See “USE OF THE 2025 BOND PROCEEDS.”

The 2025 Bonds will be issued pursuant to Chapter 70, Article 6, Reissue Revised Statutes of 1943 of the State of Nebraska (“State”), as amended (“Enabling Act”), Resolution No. 5472 of the District adopted November 17, 2005 as amended or supplemented from time to time (“Resolution No. 5472”), including by Resolution No. 6019 adopted November 13, 2014, and Resolution No. [ ] of the District adopted June 19, 2025 (the “Series Resolution”). The 2025 Bonds, together with all other bonds issued on a parity therewith pursuant to Resolution No. 5472, are referred to herein as the “Bonds.” Principal of and interest on the 2025 Bonds will be payable on a parity with the other Separate Electric System Revenue Bonds (“Outstanding Bonds”) of the District in the outstanding principal amount of \$[185,065,000] and any other Additional Bonds which hereafter may be issued under Resolution No. 5472 and will be payable from and secured by the Revenues of the Separate System pledged in Resolution No. 5472 to the payment thereof, subject to a prior charge on the Revenues for the payment of the Operating Expenses of the Separate System. See “SECURITY FOR THE 2025 BONDS.” The District may, under certain circumstances, issue additional debt payable from the Revenues which is on a parity with or subordinate to the 2025 Bonds. Certain provisions of Resolution No. 5472 are summarized herein under the heading “SUMMARY OF CERTAIN PROVISIONS OF RESOLUTION NO. 5472.” These summaries do not purport to be comprehensive or definitive and are qualified in their entirety by reference to the full terms of Resolution No. 5472. Certain capitalized terms not otherwise defined herein will have the meanings assigned thereto in Resolution No. 5472.

[Concurrently with the issuance of the 2025 Bonds, [BOND INSURER] (the “Insurer”) will issue its Municipal Bond Insurance Policy (the “Policy”). See the caption “BOND INSURANCE” herein. The Policy guarantees the scheduled payment of principal of and interest on the 2025 Bonds when due as set forth in the form of the Policy included as Appendix F to this Official Statement.]

*The 2025 Bonds shall not be obligations of the State or of any of its political subdivisions, other than the District, nor shall the State or any of its political subdivisions, other than the District to the extent set forth herein, be liable for the payment of the principal of and interest on the 2025 Bonds. The District has no taxing power. The 2025 Bonds are not payable from the general revenues of the District’s Electric System, but are payable solely from the Revenues of the Separate System. See “SEPARATE SYSTEM.”*

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\* Preliminary; subject to change.

## Background

The District has constructed a fossil fuel electric power generation facility referred to herein as Nebraska City Station Unit No. 2 (“NC2”), which is located adjacent to the District’s Nebraska City Station Unit No. 1 (“NC1”), south of Nebraska City, Nebraska. The District solely owns NC2 and completely controls its operation and maintenance. The District achieved commercial operation of NC2 in May, 2009. The current capability of the facility is [687.2] megawatts. See “NEBRASKA CITY STATION AND NC2.”

The District uses 50% of the output from NC2 to meet its own customer load requirements. The District has executed long-term Participation Power Agreements with seven Participants, each a public power or municipal utility located in Nebraska, Missouri or Minnesota, with respect to the remaining 50% of the output of NC2. The Participants’ rights to receive, and obligations to pay costs related to, this remaining 50% of the output of NC2 is herein referred to as the “Separate System.” The table below illustrates each Participant’s share of NC2.

Participants	Percentage Share
Central Minnesota Municipal Power Agency	2.17
City of Falls City, Nebraska	0.83
City of Grand Island, Nebraska	5.00
City of Independence, Missouri	8.33
City of Nebraska City, Nebraska	1.67
Missouri Joint Municipal Electric Utility Commission	8.33
Nebraska Public Power District	<u>23.67</u>
Participants’ Total	50.00

The District issued the Outstanding Bonds to finance a portion of the costs of NC2 allocable to the Separate System. Each Participation Agreement requires the Participant to pay its share of the costs of construction, financing and operation of NC2 that are allocable to the Separate System, and such payment is due regardless of whether NC2 maintains commercial operation. Separate System construction costs included the costs of construction of the transmission facilities necessary to accommodate interconnection and delivery of the NC2 output to the District’s transmission system and other capital costs associated with operation of NC2. The term of each Participation Agreement is 40 years following the commercial operation date of NC2 (May, 2009) and a Participant may elect to renew its Participation Agreement after this initial term for additional periods up to the end of NC2’s operational life. The governing body of each Participant has approved and authorized execution of its Participation Agreement. See “SEPARATE SYSTEM.”

As required by the Participation Agreements, the District from time to time issued Funding Notices to the Participants requiring each Participant to pay Construction Installments. Participants that did not pay in cash to the District the amount of its Construction Installment by the required funding date were required to finance the Construction Installment from proceeds of the Outstanding Bonds.

During the construction of NC2, the District sent Funding Notices to the Participants prior to the issuance of the Separate Electric System Revenue Bonds. Two of the Participants, Nebraska Public Power District and the City of Falls City, Nebraska, paid to the District in cash their respective Construction Installments and therefore neither Participant’s required payments under its Participation Agreement include amounts for debt service on the Outstanding Bonds. All other Participants funded all Construction

Installments from proceeds of the Outstanding Bonds (other than approximately \$1.1 million funded in cash by the City of Nebraska City).

The Separate Electric System Revenue Bonds of the District are currently outstanding as follows:

Series	Amount Issued	Amount Outstanding
2015 A	\$114,245,000	\$91,375,000
2016 A	103,685,000	93,690,000

The District intends to refund [all or a portion of] the Outstanding 2015 A Bonds and 2016 A Bonds with proceeds of the 2025 Bonds.

Regardless of liability for debt service on, and costs related to, the Bonds, all Participants must pay their share of all other NC2 costs which are allocable to the Separate System (e.g., costs related to operation and maintenance, and fuel costs), as well as any step-up obligations for which the Participants are liable. See “SUMMARY OF CERTAIN PROVISIONS OF PARTICIPATION POWER AGREEMENTS—Step-up Obligations of District and Participants.”

The District paid the costs of construction allocable to the District’s share of NC2, which is **not** a part of the Separate System, with a combination of retained earnings and the proceeds of short and long term debt.

#### **PURPOSE OF THE 2025 BONDS**

The 2025 Bonds are issued for valid corporate purposes of the District including the current refunding of [all or a portion of] the District’s outstanding Separate Electric System Revenue Bonds, 2015 Series A and 2016 Series A (collectively, the “Refunded Bonds”), funding a debt service reserve and paying the costs and expenses incurred in connection with the issuance of the 2025 Bonds. See “USE OF THE 2025 BOND PROCEEDS.”

#### **USE OF THE 2025 BOND PROCEEDS**

The estimated application of the 2025 Bond proceeds is as follows:

Deposit to the Refunding Escrow to defease the Refunded Bonds.....
Estimated Deposit to the Construction Fund to pay costs of issuance <sup>(1)</sup> .....
Deposit to the Reserve Account.....
Underwriters’ Discount.....
Total Bond Proceeds

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<sup>(1)</sup> [Includes Bond Insurance Premium.]

[The proceeds of the 2025 Bonds, together with other funds held by the Bond Fund Trustee and available therefor, will be deposited pursuant to an Escrow Deposit Agreement between the District and The Bank of New York Mellon Trust Company, N.A., as Bond Fund Trustee and Escrow Agent, invested in securities unconditionally guaranteed by the United States of America maturing on or prior to the dates such funds are required to be expended and applied to the payment when due of principal of and interest on the Refunded Bonds].

## DESCRIPTION OF THE 2025 BONDS

### General

The 2025 Bonds will be dated the Date of Delivery and will bear interest at the rates and mature on the dates set forth on the inside cover page of this Official Statement. The 2025 Bonds will be issued in fully registered form in the minimum denomination of \$5,000 and any integral multiple thereof. Interest on the 2025 Bonds will be payable [February 1, 2026] and semiannually on each February 1 and August 1 thereafter. Payment of the principal of and interest on the 2025 Bonds will be on a parity with the Outstanding Bonds and any other Additional Bonds which hereafter may be issued under Resolution No. 5472 and will be payable from and secured by the Revenues of the Separate System pledged in Resolution No. 5472 to the payment thereof, subject to a prior charge on the Revenues for the payment of the Operating Expenses of the Separate System.

The 2025 Bonds, when issued, will be registered in the name of Cede & Co., as Bondholder and nominee for The Depository Trust Company (“DTC”), New York, New York. Purchases of beneficial interests in the 2025 Bonds will be made in book-entry only form. Accordingly, principal of and interest on the 2025 Bonds will be paid by the Paying Agent directly to DTC as the Bondholder thereof. Disbursement of such payments to DTC’s Participants is the responsibility of DTC, and disbursement of such payments to the Beneficial Owners is the responsibility of DTC’s Participants, as more fully described herein. Any purchaser as a Beneficial Owner of a 2025 Bond must maintain an account with a broker or dealer who is, or acts through, a DTC Participant to receive payment of the principal of and interest on such 2025 Bond. See “BOOK-ENTRY SYSTEM.”

The Bank of New York Mellon Trust Company, N.A. currently serves as Bond Fund Trustee and Paying Agent with respect to the Bonds.

### Optional Redemption

At the option of the District, the 2025 Bonds shall be subject to redemption prior to their stated maturity on any date on or after \_\_\_\_\_, 20\_\_, at par, as a whole or in part (and in the event that less than all of the 2025 Bonds of any maturity are called for redemption, the particular 2025 Bonds of such maturity to be redeemed shall be selected by lot by the Bond Fund Trustee), upon notice mailed to the registered owner of each such 2025 Bond (which initially will be Cede & Co. for all of the 2025 Bonds) not less than 30 days prior to the date fixed for redemption together with the interest accrued thereon to the date fixed for redemption.

### Mandatory Sinking Fund Redemption

The 2025 Bonds maturing on February 1, 20\_\_, February 1, 20\_\_ and February 1, 20\_\_ shall be subject to mandatory redemption by application of the sinking fund installments deposited in the Bond Retirement Account under Resolution No. 5472, on February 1 of each of the years and in the amounts set forth in the table below (the particular 2025 Bonds of the respective maturities to be redeemed shall be selected by lot), at a redemption price equal to the principal amount thereof, together with the interest accrued thereon to the date fixed for redemption:

Term Bonds Maturing February 1, 20__	
Year	Amount

Term Bonds Maturing February 1, 20__	
Year	Amount

Term Bonds Maturing February 1, 20__	
Year	Amount

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\*Final Maturity

With respect to each such sinking fund redemption, the District, at its option, may also redeem 2025 Bonds by lot, upon notice mailed to the registered owner of each 2025 Bond (which initially will be Cede & Co. for all of the 2025 Bonds) not less than 30 days prior to the date fixed for redemption, on any August 1 commencing August 1, 20\_\_, at the principal amount thereof, together with interest accrued thereon to the date fixed for redemption. The aggregate principal amount of such 2025 Bonds which may be so redeemed on any August 1 shall equal the sinking fund installments deposited since the preceding February 1 in the Bond Retirement Account in accordance with Resolution No. 5472 for the purpose of providing moneys to redeem the 2025 Bonds scheduled for redemption by sinking fund installments on the following February 1. The principal amount of such 2025 Bonds to be redeemed by sinking fund installments on the following February 1 shall be reduced by the aggregate principal amount of such 2025 Bonds so redeemed at the option of the District on the preceding August 1.

The District may solicit tenders for the purchase of 2025 Bonds subject to mandatory sinking fund redemption as set forth above. The purchase price of any such 2025 Bonds may not exceed the applicable redemption price. Said purchase price may be paid from the sinking fund installments on deposit in the Bond Retirement Account under Resolution No. 5472 to be used to otherwise redeem 2025 Bonds. Accrued interest payable upon the purchase of such 2025 Bonds may be paid from the Interest Account of the Bond Fund. Any 2025 Bonds so purchased shall be cancelled and the principal amount so purchased shall be applied as a credit against the next applicable required sinking fund installment.

#### **Selection of Bonds to be Redeemed**

If less than all of the 2025 Bonds of a particular maturity are redeemed, and so long as the book-entry only system remains in effect for the 2025 Bonds, the 2025 Bonds of such maturity to be redeemed shall be selected by lot by DTC in such manner as DTC shall determine. If the book-entry only system no longer remains in effect for the 2025 Bonds, selection for redemption of less than all of the 2025 Bonds of a particular maturity will be made by the Bond Fund Trustee by lot as provided in Resolution No. 5472. If any of the 2025 Bonds to be redeemed are Bonds for which sinking fund installments have been established, the District shall select the dates and amounts by which such sinking fund installments are to be reduced.

## **Notice of Call for Redemption**

Notice of call for any redemption of 2025 Bonds, identifying the 2025 Bonds or portions thereof to be redeemed, the date fixed for redemption and the places where the amounts due upon that redemption are payable, will be given by the Bond Fund Trustee on behalf of the District by mailing a copy of the redemption notice at least 30 days prior to the date fixed for redemption to the person in whose name the 2025 Bonds to be redeemed are registered on the registration books maintained by the Bond Fund Trustee ("Register") at the close of business on the fifteenth day preceding such mailing, at the address then appearing on the Register, provided that failure to mail notice by mailing, or any defect in that notice as to any 2025 Bond, will not affect the validity of the proceedings for the redemption of any other 2025 Bond. Notice of redemption may, at the option of the District, be conditioned upon the deposit of sufficient funds to pay the redemption price therefor on the redemption date. So long as any 2025 Bond to be redeemed remains in book-entry form, the Bond Fund Trustee shall send such notice to DTC, or its nominee. See "BOOK-ENTRY SYSTEM."

Any failure of DTC to notify any DTC Participant, or of any DTC Participant to notify the Beneficial Owner, of any such notice will not affect the validity of the redemption of any 2025 Bonds. If less than all of the 2025 Bonds of a single maturity are to be redeemed, the selection of the 2025 Bonds to be redeemed, or portions thereof in amounts of \$5,000 or any integral multiple thereof, will, so long as the 2025 Bonds remain in book-entry form, be made by DTC, or any successor depository, and the DTC Participants through a lottery process. Otherwise, such selection will be made at random by the Bond Fund Trustee in such manner as the Bond Fund Trustee in its discretion may deem fair and appropriate.

## **SECURITY FOR THE 2025 BONDS**

### **Pledge and Revenue Covenant**

The 2025 Bonds will be payable from and secured by the Revenues of the Separate System pledged in Resolution No. 5472 to the payment thereof, subject to a prior charge on the Revenues for the payment of the Operating Expenses of the Separate System. "Revenues" include the gross revenues required to be paid pursuant to the Participation Agreements and all other receipts of the District resulting from its ownership and operation of the Separate System. See "SUMMARY OF CERTAIN PROVISIONS OF RESOLUTION NO. 5472—Revenue Fund." Each Participation Agreement requires the Participant to pay its share of the costs of construction, financing and operation of NC2 that are allocable to the Separate System, and such payment is due regardless of whether NC2 maintains commercial operation. In addition, each Participant has certain limited step-up obligations in the event of a Participant's failure to make any payment (including payments with respect to debt service) under its Participation Agreement. See "SUMMARY OF CERTAIN PROVISIONS OF PARTICIPATION POWER AGREEMENTS."

The District has covenanted that it will invoice and collect from the Participants pursuant to the Participation Agreements, in a timely manner, all amounts due under the Participation Agreements which shall be adequate to provide Revenues sufficient to pay the principal of and interest on all Outstanding Bonds, 2025 Bonds and Additional Bonds issued pursuant to Resolution No. 5472, to make the payments required by Resolution No. 5472 to the Bond Fund when due, to pay the Operating Expenses of the Separate System, including provision for all necessary repairs, replacements and renewals thereof and working capital necessary for the operation thereof, and to pay all other charges and liens whatsoever payable from said Revenues. In addition, the District shall diligently perform its obligations pursuant to the Participation Agreements and take all actions in law or equity the District may deem necessary to enforce the obligations of the Participants under the Participation Agreements or defend the District's interest therein. See "SUMMARY OF CERTAIN PROVISIONS OF PARTICIPATION POWER AGREEMENTS."

## **Reserve Account**

The Bond Fund Trustee shall hold the Reserve Account of the Bond Fund. The Reserve Account Requirement under Resolution No. 5472 is an amount equal to the maximum amount required to be paid into the Interest Account in the Bond Fund from the Revenues of the Separate System in the current or any future calendar year to provide for the payment of the interest on the Bonds. The Reserve Account may be funded in whole or in part through cash or Reserve Account Cash Equivalents, which include, but are not limited to sureties. The Reserve Account Requirement on all Bonds after the 2025 Bonds have been issued will be \$ \_\_\_\_\_. The Reserve Account Requirement relative to the 2025 Bonds will be funded in the amount of \$ \_\_\_\_\_ with a cash deposit from the proceeds of the 2025 Bonds. See “SUMMARY OF CERTAIN PROVISIONS OF RESOLUTION NO. 5472—Reserve Account in the Bond Fund.”

## **Additional Bonds and Obligations**

The District covenants against issuing prior or parity obligations payable from the Revenues of the Separate System except to the extent permitted by Resolution No. 5472 for the issuance of Additional Bonds. For so long as any Bonds are outstanding as provided by Resolution No. 5472, the District will not create or permit the creation of any indebtedness, or issue any bonds, notes, warrants, certificates or other obligations or evidences of indebtedness payable in any manner from the Revenues of the Separate System or from the Revenue Fund established by Resolution 5472 (“Revenue Fund”) (other than Additional Bonds) which (i) will in any way be superior to or rank on a parity with the Bonds authorized in accordance with Article II of Resolution No. 5472, or (ii) will in any way be secured by a lien and charge on the Revenues of the Separate System or on the moneys deposited in or to be deposited in the Revenue Fund, prior to or equal with the lien and charge created in Resolution No. 5472 for the security of the Bonds, or (iii) will be payable prior to or equal with the payments to be made from the Revenues of the Separate System and the Revenue Fund into the Bond Fund, and from the Bond Fund for the payment of the Bonds, including the payments to be made into the Reserve Account in the Bond Fund.

The District may issue one or more series of Additional Bonds from time to time to finance costs and other corporate purposes of the District related to the Separate System. Prior to the issuance, sale and delivery of any Additional Bonds, an Authorized District Officer shall file with the Bond Fund Trustee a certificate stating the sum of any remaining Bond proceeds available to pay interest and the Net Receipts, computed pursuant to Resolution No. 5472 in each calendar year following the issuance of the Additional Bonds then proposed to be issued, shall be at least equal to 1.10 times the Debt Service Requirement in such year for Bonds to be outstanding after the issuance of such Additional Bonds. Additionally, the District may issue Additional Bonds to refund Bonds, provided that the Debt Service Requirement (as defined in Resolution No. 5472) for the Bonds to be outstanding after the issuance of such refunding Bonds in any calendar year in which any Bonds not to be refunded or purchased are to be outstanding shall not be greater than the Debt Service Requirement if the Bonds to be refunded or purchased were not so refunded or purchased. See “SUMMARY OF CERTAIN PROVISIONS OF RESOLUTION NO. 5472—Additional Bonds.”

## **Limited Obligations**

*The 2025 Bonds are not obligations of the State of Nebraska or of any of its political subdivisions, other than the District as set forth herein, nor shall the State of Nebraska or any of its political subdivisions, other than the District, be liable for the payment of the 2025 Bonds. The District has no taxing power. The 2025 Bonds are not payable from the general revenues of the District’s Electric System, but are payable solely from the Revenues of the Separate System subject to a prior charge for the Operating Expenses of the Separate System. See “SEPARATE SYSTEM.”*



## **[BOND INSURANCE]**

[Insert description of bond insurance provisions, if applicable.]

## **THE DISTRICT**

### **Nature of the District**

The District was created in August 1945 under the authority of the Enabling Act as a public corporation and political subdivision of the State of Nebraska. The laws of the State provide that the District, either alone or jointly with other entities lawfully empowered to do so, may acquire, by purchase, lease or otherwise, and may operate, improve and extend electric properties and facilities and otherwise carry on the business of generating, transmitting, and distributing electric power and energy within or beyond the boundaries of the District, and may also do such other things as are necessary for carrying on a fully integrated electric power business.

The District provides electric service in the City of Omaha, Nebraska, and adjacent territory comprising all of Douglas, Sarpy and Washington counties. It also serves a portion of Cass, Saunders, Dodge, Otoe, Nemaha, Johnson, Pawnee, Richardson, Burt and Colfax counties. The area also includes the community of Carter Lake, Iowa, which is served directly from the District's Omaha distribution system. The service area is approximately 5,000 square miles with an estimated population of 893,000 as of December 31, 2024. Omaha, with an estimated population of 485,000, is the largest city in the State. The District serves 47 cities and villages at retail and four municipalities at wholesale.

For the twelve months ended December 31, 2024, the average number of customers served by the District included 362,919 residential, 50,364 commercial, 131 industrial and 13 off-system customers. For the twelve months ended December 31, 2024, the District's retail revenue (i.e., excluding off-system sales and other revenues) was derived 39% from sales to residential customers, 31% from sales to commercial customers and 30% from sales to industrial customers. The District's top ten customers represented 17% of 2024 operating revenues.

### **Powers of the District**

The District is specifically authorized by the Enabling Act to borrow money and incur indebtedness for any corporate use or purpose, provided the moneys so borrowed shall be payable solely from the revenues, income, receipts and profits derived by the District from its ownership, operation and management of electric generating stations and systems, or from proceeds of sales of property. The District is specifically authorized to pledge all or any part of the revenues which the District may derive from the sale of electric energy as security for the payment of the principal and interest of its obligations.

Pursuant to the aforesaid authority, the resolution of the District authorizing any obligation may specify the particular revenues that are pledged, the terms and conditions to be performed by the District and the rights of the holders of such obligations. Refunding of outstanding obligations is also specifically authorized, as is the provision that all or part of the revenues may be paid into a special fund to be collected, held or disposed of, as provided in the resolution, and the resolution may provide for special depositories for such funds. The District is prohibited by the Enabling Act from mortgaging its physical properties, except to secure loans from certain specified federal agencies. There is no mortgage on any of the physical properties of the District.

The District has no power of taxation, and no governmental authority has the power to levy or collect taxes to pay, in whole or in part, any indebtedness or obligation of or incurred by the District or upon which the District may be liable.

The District and other electric utilities are subject to numerous federal and state statutory and regulatory mandates. The Nebraska Legislature has enacted the Public Entities Mandated Project Charges Act, which authorizes public entities in the State of Nebraska to finance mandated projects related to electrical power generation, transmission or distribution, through the use of bonds secured exclusively by revenues from a separate customer charge. If issued by the District, such mandated project bonds would be secured solely by a separate customer charge, and such charge would not be available to pay and would not secure any other debt of the District.

### Government of the District

All corporate powers of the District are vested in a Board of Directors consisting of eight members. Each of the eight electoral subdivisions is required to be composed of substantially equal population and to be a compact and contiguous territory.

The present membership and officers of the Board of Directors are:

	Number of Years Completed on Board	Term Expires in January	Occupation or Profession
Matt R. Core – <i>Chair of the Board</i>	2	2029	Lieutenant, Sarpy County Sheriff's Office
Mary G. Spurgeon – <i>Vice Chair of the Board</i>	4	2027	Educator (Retired)
Craig C. Moody – <i>Treasurer</i>	8	2029	Business Owner
Amanda E. Bogner – <i>Secretary</i>	6	2027	Business Owner
Michael J. Cavanaugh	30	2031	Police Lieutenant, City of Omaha (Retired) – Security Contractor
Sara E. Howard	4	2027	Policy Advisor
John L. Hudson <sup>1</sup>	0	2031	Army Engineer Colonel (Retired) – Energy Consultant
Eric H. Williams	6	2031	Natural Resources Planner

### President and Vice Presidents

The management of the District is under the direction of its President and Chief Executive Officer (“CEO”). The District is organized under separate operating divisions which are assigned to the CEO or a Vice President. The District’s CEO and Vice Presidents are as follows:

L. JAVIER FERNANDEZ, President and Chief Executive Officer. Mr. Fernandez joined the District in June 2017 as Vice President of Financial Services and Chief Financial Officer. He was selected by the OPPD Board of Directors to serve as President and Chief Executive Officer effective July 1, 2021. Mr. Fernandez came to the District from the Bonneville Power Administration, U.S. Department of Energy, in Portland, Oregon. He had been with the federal power marketing organization since 2012, most recently serving as Executive Vice President and Chief Financial Officer. Mr. Fernandez holds a bachelor’s degree in

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<sup>1</sup> Term began on January 1, 2025.

Economics from Instituto Tecnológico Autónomo de México in Mexico City, Mexico, and a master's degree in Business Administration from Yale University, a Utility Management Certificate from Willamette University, and a Utility Executive Certificate from the University of Idaho.

KATHLEEN W. BROWN, Vice President, Chief Information Officer. Ms. Brown joined the District in January 2016 as Vice President of Business Technology and Building Services (business unit name subsequently changed to Technology & Security). Ms. Brown has over 20 years of prior business technology experience in the retail and manufacturing industries including Best Buy, Oriental Trading Company and most recently at Warren Distribution where she was Vice President of Human Capital and Business Systems. Ms. Brown holds a bachelor's degree in Zoology from the University of Wisconsin, Madison and masters' degrees in Management Information Systems and Business Administration with an emphasis in Human Capital Management from Bellevue University.

CLIFFORD V. FLEENER, Vice President – Sustainability and Environmental Affairs. Mr. Fleener joined the District in April 2023 as Vice President of Sustainability and Environmental Affairs. He has over 25 years of experience helping global businesses find and implement data driven solutions to manage their environmental risks and opportunities. Prior to joining the District, Mr. Fleener served as the global director of Environmental Responsibility for Valmont Industries. He previously served in various quality, facilities, remediation and environmental management roles at Ford Motor Company, Visteon Corporation, Automotive Components Holding LLC and NSG/Pilkington North America. Mr. Fleener holds a bachelor's degree in Biology from Ball State University and a master's degree in Environmental Science from the University of Wisconsin-Green Bay.

SCOTT M. FOCHT, Vice President - Corporate Strategy and Governance. Mr. Focht joined the District in September 2013 to lead business strategy and deployment. In January 2017, he was promoted to senior director, accountable for strategic planning, enterprise risk management, corporate audit, continuous improvement, and innovation. In December 2020, Mr. Focht was promoted to Vice President of Corporate Strategy and Governance. Mr. Focht has more than 20 years of prior strategic management and consulting experience in hospitality, financial services, healthcare, and federal services industries including Best Western International, Inc., First National Bank of Omaha, Creighton University, and Constellation West. Additionally, he has worked independently as a strategic consultant for a variety of businesses and nonprofit organizations. Mr. Focht holds bachelors' degrees in French and Business Administration from Creighton University and a master's degree in Business Administration from Thunderbird School of Global Management.

GINA M. LANGEL, Vice President – Safety and Facilities. Ms. Langel joined the District in 2005 after having served in various roles at Metropolitan Utilities District (“MUD”) from 1990 through 2004. Ms. Langel served in various roles within the District including Engineer – Demand Side and Sustainability Management, Manager – Fossil Fuels, and Director – Continuous Improvement. In 2021, Ms. Langel left the District to join MUD as the Senior Vice President and Chief Operating Officer. In 2023, Ms. Langel then rejoined the District. In her current role, Ms. Langel is accountable for the oversight of the District's facilities and the overall safety program for the District's employees. Ms. Langel holds a bachelor's degree in Mechanical Engineering from the University of Nebraska at Lincoln. She also has a master's degree in Business Administration from the University of Nebraska at Omaha.

TIMOTHY D. MCAREAVEY, Vice President - Customer Service and Public Affairs. Mr. McAreavey joined the District in 2016 as the Director of Supply Chain Management and was promoted to Vice President of Customer Service in March 2022. Mr. McAreavey is responsible for leading customer sales and service, energy product development and marketing, customer experience and customer operations. Prior to the customer service role, he led the supply chain management disciplines at the District, including sourcing and supply chain solutions, transportation and construction equipment and warehousing. Before joining the District, Mr. McAreavey spent 13 years with Cabela's, leading business and customer service,

marketing transformation, strategic planning, process improvement, change management, supply chain management and logistics. Mr. McAreavey has a bachelor's degree in Marketing from Regis University.

MCKELL V. PURNELL, Vice President - Human Capital. Ms. Purnell joined the District in March 2018 as Director of Human Capital and became VP of Human Capital in May 2022. She is accountable for the development of a long-term vision, as well as strategic leadership and direction in all facets of human resources management at the District, including the administration and negotiation of bargaining unit contracts that define the conditions of employment for union-represented employees. Ms. Purnell has more than 20 years of prior human resources and consulting experience in manufacturing, healthcare, and the consumer products industries through her work with global accounting firms and a Fortune 100 company. Ms. Purnell earned a bachelor's degree in Mathematics from the University of the West Indies and a master's degree in Actuarial Science from Georgia State University.

BRADLEY R. UNDERWOOD, Vice President and Chief Financial Officer ("CFO"). Mr. Underwood joined the District in 2013 as Manager of Nuclear Business Operations. He has served as Treasury Manager, Director of Corporate Planning and Director of Financial Planning. He was promoted to Vice President of Systems Transformation in May 2022 and CFO in March 2025. Mr. Underwood oversees load forecasting, distribution and transmission planning, integrated resource planning, financial planning, accounting, treasury and financial operations, energy marketing, and supply chain management. Prior to his service at the District, Mr. Underwood served in various roles and locations within North America for the Kiewit Companies, including commercial and financial oversight for teams constructing large energy infrastructure projects. Mr. Underwood holds a bachelor's degree in Business Administration from the University of Nebraska at Lincoln, as well as a master's degree in Business Administration from Creighton University.

TROY R. VIA, Vice President – Chief Operating Officer. Mr. Via joined the District in September 2013, as Director of Energy Marketing and Trading. In September 2018, Mr. Via was named Vice President of Energy Delivery. In October 2021, Mr. Via was appointed Vice President – Utility Operations and Chief Operating Officer. Mr. Via provides overall leadership, strategic planning and long-term objectives for the District's energy production and energy delivery groups. He also is responsible for oversight of the ongoing decommissioning of Fort Calhoun Station, as well as the utility's main energy operational capabilities to ensure the District's continued commitment to affordable, reliable, and environmentally sensitive energy services. Mr. Via's career includes over 20 years of experience in the utility industry, holding leadership positions at Dominion Resources and Aquila Energy, and working for the Kansas City Board of Trade in the Audits and Investigation division. Mr. Via has a bachelor's degree in Business Administration with a focus in Finance from the University of Central Missouri.

### **Human Capital and Safety**

The District employed 2,138 full-time employees in its 13-county service area as of March 31, 2025. The District's clerical, professional, craft and administrative employees are represented by two local unions of the International Brotherhood of Electrical Workers ("IBEW") and one local union from the International Association of Machinists and Aerospace Workers ("IAM & AW"). Under Nebraska law, unions and their members are not permitted to strike or otherwise hinder, delay, limit or suspend the continuity or efficiency of any public utility service. The District has a long-standing cooperative working relationship with the three labor unions representing their respective bargaining units. In 2022, the District executed three-year agreements with IBEW Local 1483, IBEW Local 763 and IAM & AW Local 31, which expire May 31, 2025. Contract negotiations were initiated with all three unions in 2025. OPPD, IBEW Local 763 and IAM & AW Local 31 have reached tentative agreements on a new three-year contract. IBEW Local 1483 is progressing well but if an agreement is not reached by May 31, 2025, IBEW Local 1483 will continue to work under their current contract until a new agreement is reached.

The District has a strong safety culture guided by the Board of Directors. The goal is to be recognized as a leader in employee safety and ensure the safety of the public in relation to operations.

### **Defined Benefit Retirement Plan**

The District provides a defined benefit retirement plan for its employees financed by the District and employee contributions. Employees hired prior to January 1, 2013 (prior to June 1, 2013, for Local 763 members), were eligible to elect either a traditional monthly benefit or a cash balance benefit from the retirement plan. Those hired on or after January 1, 2013 (on or after June 1, 2013, for Local 763 members), are eligible for a cash balance benefit only. To ensure funds will be available to pay future benefits, an actuarial report is completed each year to project retirement plan assets and the liability for future benefits. According to the January 1, 2024 actuarial valuation review, the plan's funded status was 74.3% based on the ratio of the actuarial value of assets of the plan to the actuarial accrued liability of the plan. The District funded the actuarially determined contribution ("ADC") of \$63.2 million and \$61.5 million as of December 31, 2024 and December 31, 2023, respectively. Furthermore, the District made an additional discretionary contribution of \$50.0 million to the plan in 2023 bringing the total employer contribution to \$111.5 million. The market value of the plan investments was \$1.26 billion and \$1.20 billion as of December 31, 2024 and December 31, 2023, respectively.

### **Other Postemployment Benefits ("OPEB")**

The District has two separate plans for post-employment health care benefits. OPEB Plan A provides post-employment health care and life insurance benefits for all qualified members. OPEB Plan B provides post-employment health care premium coverage for the District's share of the premiums for employees hired on or after December 31, 2007. To ensure funds will be available to pay future benefits, an actuarial report is completed each year to project the OPEB plans' assets and the liabilities for future benefits. According to the January 1, 2024, actuarial valuation review, OPEB Plan A's funded status was 49.4% based on the ratio of the actuarial value of assets of the plan to the actuarial accrued liability of the plan. The District funded the OPEB Plan A ADC of \$21.9 million and \$16.6 million as of December 31, 2024 and December 31, 2023, respectively. The market value of the plan investments was \$207.6 million and \$184.5 million as of December 31, 2024 and December 31, 2023, respectively. According to the January 1, 2024 valuation review, OPEB Plan B's funded status was 84.8% based on the ratio of the actuarial value of assets of the plan to the actuarial accrued liability of the plan. The District funded the OPEB Plan B ADC of \$1.4 million and \$1.3 million as of December 31, 2024 and December 31, 2023. The market value of the plan investments was \$11.1 million and \$9.3 million as of December 31, 2024 and December 31, 2023.

### **Defined Contribution Plans**

The District sponsors two Defined Contribution Retirement Savings Plans, a 401(k) ("401(k) Plan") and a 457 ("457 Plan"). Both the 401(k) Plan and 457 Plans are open to all full-time employees and allow contributions by employees that are partially matched by the District. The 401(k) Plan's and 457 Plan's assets and income are held in an external trust account in the employee's name. The matching share of contributions was \$6.5 million and \$6.2 million for the years ended December 31, 2024 and 2023, respectively. The employer maximum annual match on employee contributions was \$4,000 per employee for the years ended December 31, 2024 and December 31, 2023.

### **Taxes Applicable to the District**

In the opinion of Fraser Stryker PC LLO, General Counsel to the District ("General Counsel"), the District is not liable for federal or State income or ad valorem taxes. However, as required by State law, the District makes payments in lieu of taxes annually to the County Treasurer of each county in which it sells

electricity at retail equal to 5.0% of its gross revenues derived from sales within the incorporated cities and villages in such county.

The District is subject to State Sales and Use Tax on certain labor charges and nearly all material purchases. Under current State law, purchases of coal, oil, gas, nuclear fuel and water, when used for generating purposes, are exempt from State Sales and Use Tax. The State Sales and Use Tax rate is 5.5%. Various municipalities within the District's service area have also imposed a local sales and use tax.

### **Nebraska Power Review Board**

In 1963, the Nebraska Legislature passed Chapter 70, Article 10, Reissue Revised Statutes of 1943 of Nebraska, as amended, establishing the Nebraska Power Review Board ("NPRB"). The NPRB consists of five members appointed by the Governor subject to approval by the Legislature. The statute declares that it is the policy of the State to avoid and eliminate conflict and competition between retail suppliers of electricity and to facilitate the settlement of rate disputes between suppliers of electricity at wholesale. Subject to approval of the NPRB, retail suppliers of electricity in adjoining areas are authorized to enter into written agreements with each other specifying either the service area or customers which each shall serve. Where agreements cannot be reached, the NPRB will determine the matter after a hearing. With NPRB approval, the District has entered into service area agreements with all other suppliers whose territories adjoin that of the District. The construction of any transmission lines or related facilities outside the District's service territory generally carrying more than 700 volts or the construction of most electric generation facilities is subject to the approval of the NPRB. Since the establishment of the NPRB, the District has received NPRB approval for the construction of all facilities requiring such approval.

### **Certain Rights of Municipalities Served by the District**

Nebraska law contains provisions pertaining to the acquisition by a city or village ("Municipality") through negotiation or condemnation of a public power district's electric distribution system, or any part or parts thereof, situated within or partly within such Municipality. To date, no Municipality has exercised such rights with respect to the District.

### **Financial Information Regarding the District**

The general revenues of the District are not pledged to payment of principal of and interest on the 2025 Bonds. Under some circumstances, however, the District may be obligated to make payments pursuant to the step-up provisions of the Participation Agreements. See "SUMMARY OF CERTAIN PROVISIONS OF PARTICIPATION POWER AGREEMENTS—Step-up Obligations of District and Participants" herein. As the sole owner of NC2, the District completely controls the operation and maintenance of NC2 and is responsible for operation and maintenance costs relating to the District's 50% share of the output of NC2.

All of the District's funds are under the control of the Board of Directors, subject to the requirements of the authorizing debt resolutions of the District and State statutes. Each Director is a public officer, with an oath filed with the Secretary of State. The Treasurer has control of the District's funds and is required to maintain a surety bond, in an amount as required by statute, which is filed with the Secretary of State. The District is required by law to have its accounts audited annually by independent, certified public accountants, in accordance with generally accepted government auditing standards, and to file a copy of such audit with the Auditor of Public Accounts of the State and the NPRB. The District follows, on a voluntary basis, insofar as possible for a governmental subdivision, the Uniform System of Accounts prescribed by the Federal Energy Regulatory Commission ("FERC").

The District's accounts for calendar year 2024 have been audited by Forvis Mazars LLP. The District's Annual Report for the year ended December 31, 2024 and its most recent Official Statements are

available from the District by request and have been posted to the Municipal Securities Rulemaking Board’s Electronic Municipal Market Access website. The District’s most recent Official Statement is dated [\_\_\_\_], 2025 and relates to the District’s Electric System Revenue Bonds, 2025 Series A.

## NEBRASKA CITY STATION AND NC2

Nebraska City Station (“NCS”), located approximately five miles southeast of Nebraska City, Nebraska, consists of two steam generator units, NC1, and NC2, equipped for coal firing. NC2 is a fossil fuel electric power generation facility adjacent to the District’s existing NC1. NC1 was initially placed in service in 1979 and is **not** part of the Separate System. Construction of NC2 commenced in 2005 and was completed in 2009. HDR/Stanley was retained by the District to provide owner’s engineering services for NC2 during construction. Nebraska City Power Partners, a consortium of Black & Veatch Corporation, Gilbert Industrial Corporation, and Zachary Construction Corporation provided engineering, procurement and construction services. NC2’s sub-critical boiler was provided by Ishikawajima-Harima Heavy Industries, Co., Ltd. The turbine/generator was supplied by Toshiba and pollution control equipment was provided by ALSTOM. The District solely owns NC2 and completely controls its operation and maintenance.

NC2 began commercial operation in May, 2009 and the unit’s maximum 2024 summer net capability was [691,200 kW]. Following is additional information regarding the unit’s operations:

### NC2 Historical Production Costs and Statistics

	<b>Expense (millions)</b>	<b>Net Generation (MWh)</b>	<b>O &amp; M (cents/kWh)</b>	<b>Equivalent Availability Factor</b>	<b>Capacity Factor</b>
2024	\$87.24	3,486,189	2.5	90.3	57.8
2023	\$92.01	2,711,617	3.4	67.4	45.1
2022	\$82.05	3,734,314	2.2	85.0	61.8
2021	\$84.79	3,867,150	2.2	82.5	63.9
2020	\$83.10	3,715,123	2.2	91.5	61.2

NC2 was built with extensive emissions control equipment to comply with all relevant air emission regulations. NC2 was made to comply with the new Mercury and Air Toxics Standards by April 16, 2015 without any new emissions control equipment, although a new mercury monitoring system was installed. The activated carbon injection rate was increased to meet the lower mercury limit. See “FACTORS AFFECTING THE ELECTRIC UTILITY INDUSTRY GENERALLY.”

A natural gas pipeline was constructed to NCS which provides fuel for start-up in lieu of fuel oil. The District invested \$15 million for the construction of the natural gas pipeline with associated equipment to allow startup and stabilization of NCS generating facilities using natural gas in lieu of fuel oil. The pipeline was commissioned in 2015 and is owned by Nebraska City Utilities (“NCU”). The District has interruptible transportation contracts with NCU and the Natural Gas Pipeline Company of America to serve NCS. Natural gas is purchased and delivered on these contracts to NCS. The pipeline allows both units to be started using either natural gas or fuel oil. Fuel oil is used when natural gas transportation is not available from the interruptible natural gas contracts.

In April 2025, a planned maintenance and inspection outage was completed on NC2 to perform baghouse filter bag replacement, layer replacement within the SCR and other normal maintenance activities. The outage was completed at the beginning of May 2025.

The District uses 50% of the output from NC2 to meet its own customer load requirements. The District has executed long-term Participation Power Agreements with seven Participants for the remaining 50% of the output of NC2. Following is information regarding generation provided to and the payments received from the NC2 Participants.

#### 2024 NC2 PARTICIPATIONS\*

	<b>Power Delivered kWh</b>	<b>Total Payments</b>	<b>Price Per kWh (cents)</b>
Central Minnesota Municipal Power Agency	114,978,000	\$4,135,923.16	3.6
City of Falls City, Nebraska	33,503,000	951,676.52	2.8
City of Grand Island, Nebraska	220,244,000	8,759,921.28	4.0
City of Independence, Missouri	325,309,000	13,907,718.39	4.3
City of Nebraska City, Nebraska	67,169,000	2,746,695.60	4.1
Missouri Joint Municipal Electric Utility Commission	302,437,000	13,491,885.63	4.5
Nebraska Public Power District	<u>901,589,000</u>	<u>26,163,467.04</u>	2.9
Total	1,965,229,000	\$70,157,287.62	

#### 2023 NC2 PARTICIPATIONS

	<b>Power Delivered kWh</b>	<b>Total Payments</b>	<b>Price Per kWh (cents)</b>
Central Minnesota Municipal Power Agency	83,879,000	\$4,119,616.39	4.9
City of Falls City, Nebraska	25,035,000	1,004,779.23	4.0
City of Grand Island, Nebraska	169,513,000	9,093,637.14	5.4
City of Independence, Missouri	268,957,000	14,932,936.04	5.6
City of Nebraska City, Nebraska	50,118,000	2,845,834.47	5.7
Missouri Joint Municipal Electric Utility Commission	240,088,000	14,420,846.74	6.0
Nebraska Public Power District	<u>692,688,000</u>	<u>28,266,012.33</u>	4.1
Total	1,530,278,000	\$74,683,662.34	

The price per kWh varies by Participant due to actual power delivered and if the Participant took part in the Separate System financing. Variable energy costs attributable to the Participants in 2023 and 2024 were \$[ ] and \$[ ]\* respectively.

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\* Preliminary unaudited values



## **SEPARATE SYSTEM**

Resolution No. 1788 of the District (“Resolution No. 1788”) adopted by the Board on January 20, 1972, as amended, authorizes the District to construct or acquire facilities or portions thereof financed by indebtedness which is not payable from the general revenues of the District’s Electric System and to dedicate the revenues of such facility or portion thereof to the repayment of such indebtedness. As described herein, the District has declared the Participants’ rights to receive, and obligations to pay costs related to, their 50% share of the output of NC2 is a “Separate System.” The Separate System also includes transmission facilities necessary to accommodate interconnection and delivery of the NC2 output to the District’s transmission system. Pursuant to the Participation Agreements, the District has executed an agreement with the seven Participants to provide a procedure to allocate among the seven Participants and the District the construction costs of these transmission facilities. The District issued the Outstanding Bonds to finance the costs of NC2 allocable to the Separate System. Each Participation Agreement requires the Participant to pay its share of the costs of construction, financing and operation of NC2 that are allocable to the Separate System, and such payment is due regardless of whether NC2 achieved or maintains commercial operation. The term of each Participation Agreement is 40 years following the commercial operation date of NC2 (May, 2009) and a Participant may elect to renew its Participation Agreement after this initial term for additional periods up to the end of NC2’s operational life. The governing body of each Participant has approved and authorized execution of its Participation Agreement.

The amounts payable by the Participants pursuant to the Participation Agreements are pledged to the payment of the principal of and interest on the Bonds, subject to a prior charge on such Revenues for payment of the Operating Expenses of the Separate System. The Separate System is not part of the District’s “Electric System” as that term is used in Resolution No. 1788 and the general revenues of the District’s Electric System are not pledged to the payment of the Bonds. The District solely owns the Separate System and completely controls the construction, operation and maintenance of the Separate System.

Pursuant to the requirements of the Participation Agreements, the District prepares audited annual special-purpose financial statements for NC2 production operations costs. The most recent such special-purpose financial statement relates to the year ended December 31, 2024 and is attached hereto as Appendix E. Such financial statements are intended solely for the purpose of accounting for NC2 production facility operations costs in accordance with the requirements of the Participation Agreements, and no other financial statements are prepared relative to the Separate System.

## **FUNDS OF THE SEPARATE SYSTEM**

All of the District’s funds relating to the Separate System are under the control of the Board of Directors, subject to the requirements of Resolution No. 5472 and State statutes. Each Director is a public officer, with an oath filed with the Secretary of State. The Treasurer has control of the District’s funds and is required to maintain a surety bond, in an amount as required by statute, which is filed with the Secretary of State. The District is required by law to have its accounts audited annually by independent certified public accountants, in accordance with generally accepted government auditing standards, and to file a copy of such audit with the Auditor of Public Accounts of the State and the NPRB. The District follows, on a voluntary basis, insofar as possible for a governmental subdivision, the Uniform System of Accounts prescribed by the FERC.

## **SUMMARY OF CERTAIN PROVISIONS OF PARTICIPATION POWER AGREEMENTS**

The following is a brief summary of certain provisions of the Participation Power Agreements between the District and each Participant (collectively the “Participation Agreements”) and is not to be considered as a full statement of the provisions thereof. The summary is qualified by reference to and is

subject to the complete Participation Agreements, copies of which may be examined at the general office of the District and at the office of the Bond Fund Trustee.

## **General**

The term of each Participation Agreement is 40 years following the commercial operation date of NC2 (May, 2009) and a Participant may elect to renew its Participation Agreement after this initial term for additional periods up to the end of NC2's operational life. Under the Participation Agreements, the District is obligated to use commercially reasonable efforts in accordance with prudent utility practice to construct and operate the Separate System and deliver power to the Participants. Each Participant is obligated to take its pre-determined share (the "Separate System Share") of the power generated by the Separate System and to pay its share of the costs of construction, financing and operation of NC2 that are allocable to the Separate System, and such payment is due regardless of whether construction of NC2 was completed or whether NC2 achieved or maintains commercial operation. In addition, each Participant has certain limited step-up obligations in the event of a Participant's failure to make any payment (including payments with respect to debt service) under its Participation Agreement. Each Participation Agreement remains in full force and effect and there has been no material default under any Participation Agreement.

## **Nature of Payment Obligations**

The payment obligations of each Participant under the Participation Agreements are absolute and unconditional, except that the obligation of some Participants under their Participation Agreement is limited to the electric revenues of such Participant. Payment of a Participant's share of the Outstanding Bond Costs and 2025 Bond Costs may or may not constitute an expense of the Participant payable prior to any other debt service of such Participant. In the event the law governing a Participant provides that the liability of the Participant is limited to the revenues of the Participant's electric system, the Participant's liability under the Participation Agreements shall be so limited.

## **Payment Related to Construction Costs**

As required by the Participation Agreements, the District from time to time issued Funding Notices to the Participants requiring each Participant to pay a Construction Installment. Participants that did not pay in cash to the District the amount of its Construction Installment by the required funding date were required to finance the Construction Installment from proceeds of the Outstanding Bonds.

[During the construction of NC2, the District sent Funding Notices to the Participants prior to the issuance of the Separate Electric System Revenue Bonds (Nebraska City 2), 2005 Series A ("2005 A Bonds"), 2006 Series A ("2006 A Bonds") and 2008 Series A ("2008 A Bonds"). Two of the Participants, Nebraska Public Power District and the City of Falls City, Nebraska, paid to the District in cash their respective Construction Installments and therefore neither Participant makes debt service payments on these bonds. All other Participants funded all initial Construction Installments from proceeds of the 2005 A Bonds and will make payments on the 2025 Bonds. In addition, all other Participants funded all but \$1.1 million of their second Construction Installments from proceeds of the 2006 A Bonds and all of their final Construction Installments from the proceeds of the 2008 A Bonds.]

Regardless of liability for debt service on, and costs related to, the Bonds, all Participants must pay their share of all other NC2 costs which are allocable to the Separate System (e.g., costs related to operation and maintenance, and fuel costs), as well as any step-up obligations for which the Participants are liable. See "SUMMARY OF CERTAIN PROVISIONS OF PARTICIPATION POWER AGREEMENTS—Step-up Obligations of District and Participants."

## Participant's Shares

[The table below illustrates each Participant's share of 2015 A, 2016 A and 2025 Bond Costs.]

Participants	Participant's Share of 2015 A Bonds	Participant's Share of 2016 A Bonds	Participant's Share of 2025 Bonds
Central Minnesota Municipal Power Agency	8.39%	8.54%	
City of Falls City, Nebraska	None <sup>(1)</sup>	None <sup>(1)</sup>	
City of Grand Island, Nebraska	19.70%	19.59%	
City of Independence, Missouri	32.65%	33.27%	
City of Nebraska City, Nebraska	6.58%	5.44% <sup>(2)</sup>	
Missouri Joint Municipal Electric Utility Commission	32.68%	33.16%	
Nebraska Public Power District	None <sup>(1)</sup>	None <sup>(1)</sup>	
Total	100.00%	100.00%	

<sup>(1)</sup>Participant's construction costs were paid in full from sources other than the Bonds.

<sup>(2)</sup>Of the City of Nebraska City's total required second Construction Installment, \$1,101,000.00 was funded by cash and the balance was funded from proceeds of prior Bonds.

## Insurance and Sureties

Under the Participation Agreements each Participant must either be rated at least "A2" (Moody's) or "A" (S&P) or be determined by the District (in its discretion) to be similarly creditworthy. Participants not meeting such requirement must provide to and maintain with the District for the term of the Participation Agreement, an escrow, letter of credit or other surety in an amount, as determined by the District, equal to the sum of all of the Participant's estimated payments under the Participation Agreement for the then current year. At the present time, none of the Participants is required to maintain the surety described above because the District has determined that all Participants have either a published credit rating of at least "A2" (Moody's) or "A" (S&P) or are similarly creditworthy.

[A Participant that is not required to provide the surety as set forth in the previous paragraph must nonetheless provide a surety which is limited to the Participant's Separate System Share of the estimated annual costs of operating and maintaining the Separate System, unless the Participant represents that its payments for such operation and maintenance costs are on an equal priority with the ordinary and necessary operational costs of the Participant and prior in payment to the financed debt of the Participant. As of the date of this Official Statement, only Nebraska Public Power District ("NPPD") has not made such representation. NPPD has provided a surety to Omaha Public Power District for NPPD's share of the cost of operation and maintenance expenses of NC2 since NPPD's obligation under the Participation Agreement to pay such costs is not on an equal basis with NPPD's ordinary and necessary operating expenses.

Under the Participation Agreement, the District is required to use its best efforts to obtain insurance which shall insure the payment of each Participant's cost related to the debt service on the 2025 Bonds in the event of a payment default by a Participant. As of the date hereof, the District has not obtained such

insurance for the 2015 A Bonds, the 2016 A Bonds and the 2025 Bonds, and no assurance can be given that such insurance will be obtained.]

#### **Step-up Obligations of District and Participants**

In the event of a payment default by one or more Participants, after recovery of insurance proceeds, if any, the District shall assume the defaulting Participants' payment obligations with respect to up to 50 MW of power generated by the Separate System. If the defaulting Participants' Separate System Shares represent greater than 50 MW, such excess Separate System Shares shall be offered to the non-defaulting Participants on a take or pay basis, then offered to third parties on condition that any third party assuming such payment obligations executes a Participation Agreement. If, after offering such excess Separate System Shares to the non-defaulting Participants and third parties, a portion of the Separate System Shares remains unallocated, each non-defaulting Participant is obligated to take and pay for a pro-rata share (including, without limitation, any debt service on the 2025 Bonds included in such share) of the unallocated Separate System Shares up to a maximum of 160% of the non-defaulting Participant's original Separate System Share.

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### DEBT SERVICE ON SEPARATE SYSTEM BONDS

The following table shows the debt service on the Separate System Bonds. To determine the debt service amount for each year, one-twelfth of the current year's February 1 principal payment is combined with eleven-twelfths of the following year's February 1 principal payment. Similarly, one-sixth of the current year's February 1 interest payment is combined with the current year's August 1 interest payment and five-sixths of the following year's February 1 interest payment. The resulting calculation of debt service is used herein for purposes of computing debt service coverage.

Dollars in Thousands				
Calendar Year	Debt Service Deposits Before Issuance of the Refunding Bonds	Less Debt Service on the Refunded Bonds	Plus Debt Service Deposits on the 2025 Bonds	Debt Service Deposits after Issuance of the 2025 Bonds
2025	13,774			
2026	13,771			
2027	13,778			
2028	13,778			
2029	13,779			
2030	13,774			
2031	13,776			
2032	13,774			
2033	13,780			
2034	13,780			
2035	13,774			
2036	13,776			
2037	13,777			
2038	13,778			
2039	12,601			
2040	12,489			
2041	12,493			
2042	12,488			
2043	12,491			
2044	12,493			
2045	12,494			
2046	12,907			
2047	12,876			
2048	10,716			
2049	877			

Pursuant to the Participation Agreements, Participants are obligated to make payments sufficient to produce a minimum annual debt service coverage ratio equal to 1.10 times.

#### **SUMMARY OF CERTAIN PROVISIONS OF RESOLUTION NO. 5472**

The following is a brief summary of certain provisions of Resolution No. 5472, as amended, and is not to be considered as a full statement of the provisions thereof. The summary is qualified by reference to and is subject to the complete Resolution No. 5472, as amended, copies of which may be examined at the general office of the District and the Bond Fund Trustee.

##### **Separate System**

“Separate System” means the undivided 50% interest, represented by the Participation Agreements, in the output of, and responsibility for the Costs of Construction and Operating Expenses (as defined in Resolution No. 5472) for, NC2 (which includes all additions and betterments to and extensions of said facility and the necessary transformation, metering, switching and transmission facilities to interconnect said facility to the District’s transmission system and all properties and assets, real and personal, tangible and intangible, of the District used or useful in the operation of said interest in such facility, which facility produces and delivers electric power pursuant to the Participation Agreements and a portion of the cost of which facility is financed by the proceeds of the Bonds). The Separate System is not part of the District’s “Electric System” as that term is used in Resolution No. 1788.

##### **Revenue Fund**

The Nebraska City 2 Separate System Revenue Fund (the “Revenue Fund”) shall be held and administered by the District. The District shall pay into the Revenue Fund, when and as collected in trust, all Revenues of the Separate System. “Revenues” shall mean the gross revenues received by the District pursuant to the Participation Agreements, as the same may be amended from time to time, and all other receipts of the District resulting from its ownership and operation of the Separate System. “Revenues” shall also include payments for Participant Obligations which the District may assume pursuant to Section 17.3 of the Participation Agreements. In addition, Revenues shall include all proceeds, draws or other payments resulting from insurance policies or sureties provided pursuant to the Participation Agreements. No other revenues, income, profits or assets of the District shall be included in the term “Revenues.” Moneys in the Revenue Fund may be used by the District to pay the Operating Expenses of the Separate System, the payment of principal of and interest on the Bonds, making payments to any fund or account as set forth in Resolution No. 5472 (including funding the Reserve Account) and paying any other cost or expenses related to the ownership, operation or financing of the Separate System. “Operating Expenses” shall mean all amounts paid to the District, and amounts payable by the District as obligations of Participants assumed by the District, if any, pursuant to the Participation Agreements allocable to the costs of operation and maintenance of the Separate System, including, without limitation, the following (each as defined in the Participation Agreements): Individual Costs, with the exception of Financed Plant Construction Costs; NC2 Costs, with the exception of Plant Construction Costs; Participant Costs, with the exception of NC2 Capital Costs; and Variable Energy Costs. In addition, to the extent not provided for above, Operating Expenses shall include all expenses for the purchase, safekeeping, sale and redemption of investments held in all funds and accounts established hereby and all payroll, materials, outside services, payroll overhead, substation maintenance, costs incurred due to any interruption or power outage at the Separate System, administrative costs and overhead charges, employee benefits, payroll taxes, office expense, legal and other professional fees necessary for the management and operation of the Separate System, all taxes properly chargeable to the Separate System, insurance premiums and any settlement expenses related to insurance claims and all expenses related to the interconnection of the Separate System to the related substations.

## **Bond Fund**

The Nebraska City 2 Separate System Bond Fund (the “Bond Fund”) has been established for the payment of the Bonds and will be held by the Bond Fund Trustee. In each month, after providing for the Operating Expenses in such month, the District will pay, out of the Revenues of the Separate System into the Bond Fund for credit to the Interest Account, Principal Account and Bond Retirement Account therein, proportionate amounts of the next due interest, principal and sinking fund installments on each series of Bonds, respectively, which in the aggregate shall be sufficient to meet the principal and interest payments on the Bonds when due. The District may deliver in lieu of such cash deposits, noncallable Investment Securities (limited as described in the paragraph “Investment of Funds” below) maturing on or prior to the next occurring payment from the applicable account of the Bond Fund. Such Investment Securities delivered to the Bond Fund Trustee pursuant to this paragraph shall be valued at an amount equal to the principal plus interest payable at maturity with respect to the Investment Security.

## **Reserve Account in the Bond Fund**

The Reserve Account Requirement is an amount equal to the maximum amount required to be paid into the Interest Account in the Bond Fund in any calendar year to provide for the payment of interest on the Bonds then outstanding.

The Reserve Account Requirement may be funded in whole or in part through Reserve Account Cash Equivalents. “Reserve Account Cash Equivalent” means a letter of credit, insurance policy, surety, guarantee or other security arrangement which Reserve Account Cash Equivalent shall have such terms necessary to maintain the rating assigned to the Bonds.

Upon the issuance of Additional Bonds, the amount in the Reserve Account will be increased to the amount of the new Reserve Account Requirement either from the proceeds of such Additional Bonds or by making payments to such Account within the next ensuing five-year period. Amounts in the Reserve Account in excess of the Reserve Account Requirement may be transferred to the Revenue Fund.

## **Covenants**

The District has covenanted in Resolution No. 5472, among other things:

(1) That the District will invoice and collect from the Participants pursuant to the Participation Agreements in a timely manner, all amounts due under the Participation Agreements which shall be adequate to provide Revenues sufficient to pay the principal of and interest on all Outstanding Bonds, to make the payments required by Resolution No. 5472 to the Bond Fund when due, to pay the costs of proper operation and maintenance of the properties related to the Separate System, including provision for all necessary repairs, replacements and renewals thereof and working capital necessary for the operation thereof, and to pay all other charges and liens whatsoever payable from said Revenues. In addition, the District shall diligently perform its obligations pursuant to the Participation Agreements and take all actions in law or equity the District may deem necessary to enforce the obligations of the Participants under the Participation Agreements or defend the District’s interest therein.

(2) That the District will not at any time create or permit to accrue or to exist any lien or other encumbrance upon the Revenues of the Separate System or upon the properties related to the Separate System unless adequate provision is made in the agreement or other instrument creating such lien so that the Bonds shall constitute a lien upon all such Revenues, moneys, funds and other property prior to any such lien or other encumbrance.

(3) That the District will not sell, lease or otherwise dispose of all or any part of the properties of the Separate System or properties related thereto for a consideration other than money, and, if payment thereof be deferred, the District shall retain a prior lien or charge on the income and revenues from the property sold, leased or otherwise disposed of until payment of such consideration, plus the costs and expenses of the District in servicing such deferred payment sales, is made in full.

(4) That the District will keep, or cause to be kept, the works, plants and facilities related to the Separate System insured and will carry such other insurance, with responsible insurers with policies payable to the District, against fire and other risks, accidents or casualties at least to the extent and of the kinds that is usually carried by corporations operating like properties in the same area.

### **Additional Bonds**

The District may issue Additional Bonds, including refunding bonds, for any of its corporate purposes related to the Separate System, provided that prior to the issuance, sale and delivery of any series of Additional Bonds, an Authorized District Officer shall file with the Bond Fund Trustee a certificate stating that following the date of commercial operation, the sum of any remaining Bond proceeds available to pay interest and the Net Receipts, computed as set forth in Resolution No. 5472, in each calendar year following the issuance of the Additional Bonds then proposed to be issued, shall be at least equal to 1.10 times the Debt Service Requirement in such year for Bonds to be outstanding after the issuance of such Additional Bonds.

In making the computation of Net Receipts for each succeeding calendar year as hereinabove provided, the Authorized District Officer shall use as a basis the Net Receipts for the last calendar year (hereinafter referred to as the "Base Period"). In computing the projected Net Receipts for each of the calendar years covered by this section, the Authorized District Officer may adjust the amount of Net Receipts for the Base Period by his or her estimate of the net increase over, or net decrease under, such Net Receipts for the Base Period by reason of changes in the amounts payable to the District pursuant to the Participation Agreements.

Additionally, any time and from time to time, the District may issue one or more series of Additional Bonds on a parity with the Outstanding Bonds, the 2025 Bonds and any Additional Bonds then Outstanding for the purpose of refunding or purchasing Bonds, including amounts to pay principal, redemption premium and interest to the redemption or purchase date and the expenses of issuing such Additional Bonds and refunding or purchasing the Bonds being refunded or purchased, without compliance with the provisions of the preceding two paragraphs, provided that the Debt Service Requirement for the Bonds to be Outstanding after the issuance of such refunding Bonds in any calendar year in which any Bonds not to be refunded or purchased are to be Outstanding shall not be greater than the Debt Service Requirement if the Bonds to be refunded or purchased were not so refunded or purchased.

The District may also issue bonds on a parity with the Outstanding Bonds, the 2025 Bonds and any Additional Bonds then Outstanding for the purpose of refunding at any time within one year prior to maturity any Bonds for the payment of which the District does not have sufficient Revenues. Any Additional Bonds issued for such purpose shall mature in a year not earlier than the latest stated maturity of the Bonds not refunded to be Outstanding after the completion of such refunding.



## **Other Bonds of the District**

The District may issue evidences of indebtedness, other than Bonds, to finance the operation or expansion of its Electric System, or to acquire or construct facilities for the generation, transmission or distribution of electric power and energy, which facilities shall be a separate electric utility system (other than the Separate System) and which evidences of indebtedness shall not be a charge upon or payable from the Revenues of the Separate System but shall be payable solely from the revenues or other income derived from the ownership or operation of the District's Electric System or other separate electric utility system, as the case may be.

## **Investment of Funds**

The District may invest moneys in the Revenue Fund and the Construction Fund in Investment Securities, which are defined in Resolution No. 5472, as amended, as any of the following which at the time are legal investments under the laws of the State of Nebraska for the funds proposed to be invested: (i) direct obligations of, and obligations on which the full and timely payment of principal and interest is unconditionally guaranteed by, the full faith and credit of the United States of America, (ii) [reserved]; (iii) senior debt obligations, all rated in the Highest Rating Category, issued by (A) a federally chartered corporation or entity (for example, Fannie Mae, the Federal Home Loan Mortgage Corporation, the Resolution Funding Corporation or the Federal Home Loan Banks) or (B) the World Bank; (iv) any written repurchase agreement ("Repurchase Agreement") entered into with a Qualified Financial Institution, provided that (A) the unsecured short-term obligations of the Qualified Financial Institution are rated no lower than the Highest Rating Category; (B) the obligations of the Qualified Financial Institution under the Repurchase Agreement must be collateralized by Government Obligations in an amount not less than the principal and accrued interest obligations under the Repurchase Agreement; (C) the collateral must be held by the Bond Fund Trustee or a third party acceptable to the Bond Fund Trustee; and (D) the Qualified Financial Institution must grant a perfected security interest in the collateral to the Bond Fund Trustee or third party holding the collateral; (v) investments in a money market fund or other collective investment fund registered under the federal Investment Company Act of 1940, whose shares are registered under the federal Securities Act of 1933, having assets, comprised solely of the type of securities described in (i) or (iii) above, of at least \$100 million, and having a rating of "AAA-MF," "AAA-M" or "AAA-M-G" by a nationally recognized rating agency, including money market mutual funds from which the Bond Fund Trustee or its affiliates derive a fee for investment advisory or other services to the fund; and (vi) commercial paper and other corporate debt obligations, each rated no lower than the Second Highest Rating Category.

"Government Obligations" means direct obligations of, and obligations on which the full and timely payment of principal and interest is unconditionally guaranteed by, the full faith and credit of the United States of America.

"Highest Rating Category" means, with respect to an Investment Security, that the Investment Security is, at the time it is acquired, rated by at least one Rating Agency rating the Investment Security in the highest rating category given by that Rating Agency for that general category of security. By way of example, the Highest Rating Category for debt established by S&P and Fitch, Inc. ("Fitch") is "AAA" for a term greater than one year, with corresponding ratings by Moody's of "Aaa."

"Qualified Financial Institution" means any of: (i) bank or trust company organized under the laws of any state of the United States of America, (ii) national banking association, (iii) savings bank, a savings and loan association, or an insurance company or association chartered or organized under the laws of any state of the United States of America, (iv) federal branch or agency pursuant to the International Banking Act of 1978 or any successor provisions of law or a domestic branch or agency of a

foreign bank, which branch or agency is duly licensed or authorized to do business under the laws of any state or territory of the United States of America, (v) government bond dealer reporting to, trading with, and recognized as a primary dealer by the Federal Reserve Bank of New York, or (vi) securities dealer, the liquidation of which is subject to the Securities Investors Protection Corporation or other similar corporation and with respect to an entity which provides an agreement held by the Bond Fund Trustee for the investment of moneys at a guaranteed rate as set out in paragraph (iv) of the definition of the term “Investment Securities” or an entity which guarantees or insures, as applicable, the agreement, a “Qualified Financial Institution” may also be a corporation or limited liability company organized under the laws of any state of the United States of America.

“Second Highest Rating Category” means, with respect to an Investment Security, that the Investment Security is, at the time it is acquired, rated by at least one Rating Agency rating such Investment Security in the second-highest rating category given by that Rating Agency for that general category of security. By way of example, the Second Highest Rating Category for debt established by S&P and Fitch is “AA” for a term greater than one year, with corresponding ratings by Moody’s of “Aa.”

Moneys in the Bond Fund may be invested in Investment Securities described in (i)-(v) above.

### **Events of Default; Remedies**

The happening of one or more of the following events constitutes an Event of Default: (i) default in the performance of any obligations with respect to payments into the Revenue Fund; (ii) default in the payment of the principal of, and premium, if any, on any Bonds either at maturity or when called for redemption; (iii) default for 30 days in the payment of interest or any sinking fund installment on any Bonds; (iv) default for 90 days in the observance and performance of any other of the covenants, conditions and agreements of the District contained in Resolution No. 5472; (v) the sale or conveyance of any properties of the Separate System except as permitted by Resolution No. 5472 or the voluntary forfeiture of any license, franchise or other privilege necessary or desirable in the operation of the Separate System; and (vi) certain events in connection with the bankruptcy, insolvency or reorganization of the District.

After the occurrence of an Event of Default and prior to the curing of such Event of Default, the Bondholders may elect a Bondholders’ Committee. The Bondholders’ Committee or the Bond Fund Trustee may take possession and control of the business and property of the Separate System and proceed to operate the same and to collect and receive the income therefrom so long as necessary to restore all payments of interest and principal to a current status. The Bondholders’ Committee or the Bond Fund Trustee also shall be entitled to have appointed a receiver of the business and property of the Separate System, including all tolls, rents, revenues, income, receipts, profits and benefits.

No Bondholder has any right to institute suit to enforce any provision of Resolution No. 5472 or the execution of any trust thereunder (except to enforce the payment of principal or interest installments as they mature), unless the Bond Fund Trustee has been requested by the holders of not less than 20% aggregate principal amount of the Bonds then outstanding to exercise the powers granted it by Resolution No. 5472 or to institute such suit and, unless the Bond Fund Trustee has refused or failed, within 60 days after the receipt of such request and after having been offered adequate security and indemnity, to comply with such request.

### **Amendments; Supplemental Resolutions**

Resolution No. 5472 may be amended by the District with the consent of the holders of at least 50% of the Bonds then outstanding. However, without the consent of the holder of each Bond affected

thereby, no amendment may be made to Resolution No. 5472 which will permit the creation by the District of a lien on the Revenues of the Separate System prior to or on a parity with the lien of the Bonds, extend the time of payment of the principal of or the interest on any Bond or reduce the principal amount thereof or the rate of interest thereon or the premium payable upon the redemption thereof or advance the redemption date, give any Bond any preference over any other Bond or reduce the percentage of Bonds required to amend Resolution No. 5472.

Without the consent of any holder of Bonds, the District may adopt supplemental resolutions for the following purposes: to authorize the issuance of Additional Bonds; to add to the covenants of the District contained in, or to surrender any rights reserved to or conferred upon the District by Resolution No. 5472; to add to the restrictions contained in Resolution No. 5472 upon the issuance of additional indebtedness; to confirm as further assurance any pledge under Resolution No. 5472 of the Revenues of the Separate System; to qualify Resolution No. 5472 under the United States Trust Indenture Act of 1939; otherwise to modify any of the provisions of Resolution No. 5472 (but no such modification may become effective while any Bonds outstanding at the time of adoption of the supplemental resolution remain outstanding); or, with the consent of the Bond Fund Trustee, to cure any ambiguity or defect or inconsistent provision in Resolution No. 5472.

### **Defeasance**

The obligations of the District under Resolution No. 5472 shall be fully discharged and satisfied as to any Bond, and such Bond shall no longer be deemed to be outstanding thereunder, when payment of the principal of and the applicable redemption premium, if any, on such Bond, plus interest to the due date thereof, (a) shall have been made or caused to be made in accordance with the terms thereof or (b) shall have been provided by irrevocably depositing with the Bond Fund Trustee in trust exclusively for such payment (i) moneys sufficient to make such payments or (ii) noncallable direct obligations of, or noncallable obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America, maturing as to principal and interest in such amounts and at such times as will ensure the availability of sufficient moneys to make such payment, and, except for the purposes of such payment from such moneys or obligations, such Bond shall no longer be secured by or entitled to the benefits of Resolution No. 5472, provided that, with respect to Bonds which by their terms may be redeemed or otherwise prepaid prior to the stated maturities thereof, no deposit under (b) above shall constitute such discharge and satisfaction unless such Bond shall have been irrevocably called or designated for redemption on the first date thereafter, such Bond may be redeemed in accordance with the provisions thereof, and notice of such redemption shall have been given or irrevocable provision shall have been made for the giving of such notice. In the event any Bond is defeased by the deposit of money or securities as described in clause (b) above, the District shall cause to be delivered to the Bond Fund Trustee a verification report by an independent, nationally recognized certified public accountant which shall confirm the sufficiency of such deposit for the payment when due of principal of and interest and redemption premium, if any, on such Bond.

[Insert applicable bond insurance provisions].

## **FACTORS AFFECTING THE ELECTRIC UTILITY INDUSTRY GENERALLY**

### **General**

The electric utility industry in general has been affected by regulatory changes, market developments and other factors which have impacted, and will continue to impact, the financial condition and competitiveness of electric utilities, such as the District and the Participants. Such factors discussed in more detail in the following sections, include: (a) effects of compliance with rapidly changing

environmental, safety, licensing, regulatory, and legislative requirements; (b) changes resulting from energy efficiency and demand-side management programs on the timing and use of electric energy; and (c) nuclear waste disposal.

Additional factors affecting the utility industry include: (a) other federal and state legislative and regulatory changes; (b) increased competition from independent power producers; (c) “self-generation” by certain industrial and commercial customers; (d) issues relating to the ability to issue tax-exempt obligations; (e) severe restrictions on the ability to sell electricity from generation projects financed with outstanding tax-exempt obligations to nongovernmental entities; (f) changes in projected future load requirements; (g) increases in costs; (h) shifts in the availability and relative costs of different fuels; (i) climate change and the potential contributions made to climate change by coal-fired and other fossil-fueled generating units; and (j) issues relating to internet and data security. Any of these general factors and the factors discussed below could have an effect on the financial condition of the District and the Participants.

### **Inflation Reduction Act and the Infrastructure Investment and Jobs Act**

The Inflation Reduction Act (the “IRA”) and the Infrastructure Investment and Jobs Act (the “IIJA”) allow not-for-profit public power utilities like the District to potentially receive federal payments for a variety of generation and infrastructure projects. The District established an internal team to research and analyze the potential impacts of the IRA and IIJA. Multiple statutory provisions are subject to the issuance of pending regulatory guidance. No assurance can be given as to the potential benefits of the IRA or IIJA to the District and the Participants.

### **Climate Risks**

In the ordinary course of business, the District and the Participants can experience weather-related risks. These risks can result in both operational and financial impacts. In response to such operational risks, the District looks for various areas for improvement including hardening the underground and overhead distribution grid, identifying and replacing aging infrastructure and equipment, and continuing its robust investment in tree trimming. In response to financial risks, the District maintains a robust amount of financial liquidity, load curtailment contracts, and employs energy hedging contracts to help to offset the financial risks related to weather-related events. The District experienced one significant weather-related event so far in 2025 that is summarized below.

On March 19, 2025, the District’s service territory experienced a blizzard that caused severe and widespread wind damage to the District’s infrastructure. The combination of heavy ice and high winds caused significant damage to poles and crossarms and ripped fuses off structures. At its peak, the storm caused a high of 106,000 outages. The cost of the storm is estimated at between \$30 million to \$35 million and a request has been made for reimbursement from the Federal Emergency Management Agency.

### **Tariffs and Trade Restrictions**

There is currently significant uncertainty about the future relationship between the United States and various other countries with respect to trade policies and tariffs. Tariffs or trade restrictions that may be implemented by the United States or retaliatory trade measures or tariffs implemented by other countries could result in reduced economic activity, increased costs in operating the District’s business, reduced demand and changes in purchasing behaviors for the District’s customers. In the ordinary course of business, the District procures some materials and equipment globally. Additionally, some customers of the District may rely on global trade and their businesses could be negatively impacted by tariffs and

trade restrictions. While tariffs and other retaliatory trade measures imposed by other countries on the United States have not yet had a significant impact on the District's business, the District cannot predict future developments and its impact on operations.

### **Reliability**

The District is a member of MRO and NERC as an owner, an operator, and a user of transmission and generation facilities. Both the MRO and NERC are reliability organizations responsible for the development of and compliance with reliability standards for applicable interconnected utilities. The District is required to follow and adhere to the reliability standards to ensure safe operation of the Bulk Electric System. The District has programs dedicated to maintaining reliability of the transmission and distribution facilities including vegetation management, inspections, and identification and proactive replacement of poor condition equipment.

### **Business Disruption Risk**

Certain external events, such as pandemics, natural disasters, severe weather, technological emergencies, riots, acts of war or terrorism or certain other circumstances, could potentially disrupt the District's and the Participant's ability to conduct their business. A prolonged disruption in the District's or the Participant's operations could have an adverse effect on their financial condition and results of operations. No assurances can be given that the District's or the Participant's efforts to mitigate the effects of an emergency or other event will be successful in preventing disruptions to their operations in the event of an emergency.

### **Environmental Issues – General**

The election of new administrations, including the President of the United States, could also impact substantially the current environmental standards and regulations and other matters described herein. For example, upon taking office in January 2025, President Trump issued a series of executive orders affecting executive actions and policies implemented by the prior administration. One such executive order revoked a number of executive actions taken by the Biden administration, including revoking certain executive orders of the Biden administration relating to climate change and clean energy, requiring federal agencies to review all federal government actions taken pursuant to the revoked orders and to take necessary steps to rescind, replace or amend such actions. In addition, the President issued a series of executive orders affecting national energy policies and energy infrastructure. Among other things, such executive orders directed the heads of all federal agencies to review all agency actions affecting the development of domestic energy resources, such as oil, natural gas, coal, hydropower, biofuels, critical mineral, and nuclear energy, and within 30 days of identifying any agency action that unduly burdens the production of domestic energy resources, to develop and begin action plans to rescind or revise the agency actions. The District cannot predict the outcome of these executive orders and federal actions or the impact of any future changes in the policies of the new federal Administration. The outcome of these executive orders is not yet known.

### **Environmental Issues - Air Quality Issues and the Clean Air Act Amendments of 1990**

The following includes Environmental Protection Agency ("EPA") rules that recently have been finalized and their projected impact on the District and the Separate Electric System: On March 12, 2025 the U.S. Environmental Protection Agency ("EPA") Administrator Lee Zeldin announced 31 actions the EPA is planning to take to "advance President Trump's Day One executive orders." The following is a list of relevant rules that had been finalized prior to this announcement, with a note appended if the rule has been explicitly identified for reconsideration:

*Greenhouse Gas Regulation.* On April 25, 2024, EPA finalized a rulemaking which establishes CO2 emission limits and emission guidelines for existing coal, oil, and natural gas-fired steam Electric Generating Units (“EGUs”) and new combustion turbines. The limits are based on the best system of emission reduction which the EPA considers to be carbon capture and sequestration/storage and natural gas co-firing for certain baseload units. Limits for existing combustion turbines were removed from the rule and will be included in a future rulemaking. Due to its broad industry impact, multiple stakeholders have filed petitions to challenge the rule in court. The District is evaluating potential strategies to comply with this rulemaking. Reconsideration of this rule was included as an EPA action in the March 12, 2025 announcement.

*Regional Haze Rule (“RHR”).* The RHR requires the states, in coordination with the EPA, the National Park Service, U.S. Fish and Wildlife Service (“USFWS”), the U.S. Forest Service, and other interested parties, to develop and implement air quality protection plans to reduce the pollution that causes visibility impairment. The State of Nebraska submitted its Regional Haze State Implementation Plan for the second planning period in August 2024. “Restructuring the Regional Haze Program” was included as an EPA action in the March 12, 2025 announcement. The cost of compliance is not expected to be material at this time.

*Mercury and Air Toxics Standards (“MATS”) Rule.* On April 25, 2024, the EPA finalized a rule to revise the MATS for coal and oil-fired steam EGUs that lowers the filterable particulate matter limit from 0.030 lb/MMBtu to 0.010 lb/MMBtu and requires all affected units to demonstrate compliance with the filterable particulate standard limit by using continuous emission monitoring systems, thereby eliminating the option to use quarterly stack tests. Reconsideration of this rule was included as an EPA action in the March 12, 2025 announcement. The District does not expect a material financial impact.

## **Environmental Issues - Hazardous and Toxic Materials Regulations**

*Chemical Reporting.* The electric utility industry is subject to the Emergency Planning and Community Right to Know Act (“EPCRA”), the Toxic Substances Control Act regulations (“TSCA”) and the Resource Conservation & Recovery Act (“RCRA”), including applicable programs delegated to the Nebraska Department of Environment and Energy by the EPA. The District conducts environmental audits to monitor compliance with these regulations in conjunction with the proper management and disposal of applicable hazardous, toxic, and low-level radioactive wastes.

The four major provisions of the EPCRA are emergency planning, emergency release notification, hazardous chemical storage reporting requirements, and toxic chemical release inventory. The emergency planning section of the law is designed to help communities prepare for and respond to emergencies involving hazardous substances. Specifically, the District annually reports the presence, location, and amount of hazardous substances at its facilities to local emergency responders and to local and state emergency planning committees. The District also annually reports the amounts of EPCRA chemicals that it releases to the environment at its coal-fired electric generating facilities to the State Emergency Response Commission and the EPA via the Toxics Release Inventory (“TRI”). The TRI is a publicly available EPA database that contains information on toxic chemical releases and other waste management activities reported annually by certain covered industry groups as well as federal facilities. Accidental or emergency releases of EPCRA chemicals above threshold amounts are reported to local agencies as well as the National Response Center.

The District manages TSCA waste (mainly asbestos and polychlorinated biphenyls from electrical transmission and distribution equipment) through a process involving reporting, sampling and analysis, and appropriate waste management to ensure compliance. RCRA waste is managed by characterizing, packaging and shipping radioactive and solid wastes to the District’s approved waste

vendors to ensure compliance and minimize liability associated with waste disposal. In order to ensure compliance, the District remains active in reviewing applicable regulatory changes and modifying facility environmental management plans accordingly. Pollution prevention efforts have been effective in reducing environmental liabilities and reducing operating costs.

## **Environmental Issues - Clean Water Act**

*316(b) Fish Protection Regulations.* In May 2014, the EPA issued the final rule under Section 316(b) of the Clean Water Act, which went into effect in October 2014. Facilities are required to choose one of seven options to reduce fish impingement and to study the effects of entrainment and develop compliance strategies. All studies were previously completed, and the District is currently working towards installation of Coarse Mesh Modified Traveling Screens with a Fish Return at the intake structures at NCS, which is expected to be completed in 2025. The cost of compliance is expected to be \$[ ] million for NCS.

*Effluent Limitations Guidelines (“ELGs”).* ELGs are national standards developed under the Clean Water Act that apply to industrial wastewater discharges. In August 2020, the EPA finalized a rule revising the regulations for the Steam Electric Power Generating category of the ELGs, which eliminates the ability of operators to discharge Bottom Ash Transport Water. NCS meets the requirements of the 2020 ELG rule.

On March 9, 2024, the EPA published an additional rule that establishes more stringent ELGs for three categories of wastewater (effluent) from existing coal fired EGUs: flue gas desulfurization (“FGD”) wastewater, combustion residual leachate, and bottom ash transport water. The FGD wastewater category does not apply to the District’s facilities. The rule also establishes that discharges of combustion residual leachate will no longer be allowed. This change will occur with the reissuance of each facility’s NPDES permit. NCS currently operates the leachate ponds as complete retention. Future landfill projects will be designed to capture and retain all leachate. Reconsideration of these more stringent ELG requirements was included as an EPA action in the March 12, 2025 announcement. The cost of additional compliance activities is not expected to be material at this time.

## **Environmental Issues - Solid Waste**

*Coal Combustion Residuals (“CCR”) Regulations.* In April 2015, the EPA promulgated technical requirements for the CCR rule that impacted landfills and surface impoundments for the safe disposal of coal combustion residuals under Subtitle D of the Resource Conservation and Recovery Act. The regulation became effective in October 2015, and the District is in compliance with the requirements.

On May 8, 2024, the EPA issued an amendment to the 2015 CCR regulations that establishes two new classes of regulated CCR units: legacy CCR surface impoundments and CCR management units (CCRMUs). The final rule became effective November 8, 2024. A two-part evaluation will be required for the District’s facilities that historically or currently handle CCR onsite. The first evaluation will require a review of historical site files, and the second evaluation will require a site assessment. Following identification of CCRMUs, new monitoring and reporting requirements will be implemented including groundwater monitoring, fugitive dust control, closure plans, and post-closure care requirements. This is anticipated to be implemented for the legacy landfill at North Omaha Station. All other facilities are not anticipated to have CCRMUs requiring additional monitoring requirements but will be confirmed through the two-part evaluation. The cost of compliance with the requirements of the CCR rule is expected to be minimal at this time. Reconsideration of this rule was included as an EPA action in the March 12, 2025 announcement.

*Landfill-Specific Updates.* A new landfill for NCS ash is currently in the design and permitting phase, with construction expected to begin in 2026.



## **Environmental Issues – Natural Resources**

*Northern Long-Eared Bat (“NLEB”).* In November 2022, the USFWS published a final rule to the Federal Register to change the listing status of the NLEB from threatened to an endangered species under the Endangered Species Act (“ESA”) of 1973, as amended. On March 31, 2023, this final rule went into effect. On October 23, 2024 USFWS released tools and guidance documents to help stakeholders determine impact and work in areas with NLEB populations. The District is incorporating this guidance into its processes. The cost of additional compliance activities is not expected to be material.

*Tricolored Bat (“TCB”).* In September 2022, the USFWS proposed to list the TCB as endangered under the ESA. If the TCB is listed as endangered, the tools and guidance documents created for the NLEB would also apply to the TCB.

### **[Bond Insurance Risk Factors**

In the event of default of the scheduled payment of principal of or interest on the 2025 Bonds when all or a portion thereof becomes due, any owner of the 2025 Bonds covered under the Policy (as defined herein under the caption “BOND INSURANCE—Bond Insurance Policy”) shall have a claim under the Policy for such payments. The payment of principal and interest in connection with mandatory or optional prepayment of the 2025 Bonds which is recovered from the bond owner as a voidable preference under applicable bankruptcy law is covered by the Policy; however, such payments will be made by the Insurer at such time and in such amounts as would have been due absent such prepayment by the District (unless the Insurer chooses to pay such amounts at an earlier date).

Payment of principal of and interest on the 2025 Bonds is subject to certain legal remedies, in certain circumstances upon the occurrence of an Event of Default under Resolution No. 5472 (see “SUMMARY OF CERTAIN PROVISIONS OF RESOLUTION NO. 5472”). The Insurer may reserve the right to direct the pursuit of available remedies, and, in addition, may reserve the right to consent to any remedies available to and requested by the holders of the 2025 Bonds.

In the event the Insurer is unable to make payment of principal and interest as such payments become due under the Policy, the 2025 Bonds are payable solely from the Revenues of the Separate System pledged in Resolution No. 5472 to the payment thereof. In the event the Insurer becomes obligated to make payments with respect to the 2025 Bonds, no assurance is given that such event will not adversely affect the market price or the marketability (liquidity) of the 2025 Bonds.

The long-term ratings on the 2025 Bonds will be dependent in part on the financial strength of the Insurer and its claims-paying ability. The Insurer’s financial strength and claims-paying ability are predicated upon a number of factors which could change over time. No assurance can be given that the long-term ratings of the Insurer and of the ratings on the 2025 Bonds will not be subject to downgrade and such event could adversely affect the market price or the marketability (liquidity) for the 2025 Bonds.

The obligations of the Insurer under the Policy are general obligations of the Insurer and in an event of default by the Insurer, the remedies available may be limited by applicable bankruptcy law. The District has not made independent investigation into the claims-paying ability of the Insurer and no assurance or representation regarding the financial strength or projected financial strength of the Insurer is given.]

## **[Claims-Paying Ability and Financial Strength of Municipal Bond Insurers]**

Credit rating agencies might downgrade and/or place on negative watch the claims-paying ability and financial strength of providers of municipal bond insurance. Such downgrades or negative changes in the rating outlook for all bond insurers is possible. From time to time events in the credit markets might have substantial negative effects on the bond insurance business. Such developments could be viewed as having a material adverse effect on the claims-paying ability of such bond insurers, including the Insurer of the 2025 Bonds. Thus, when making an investment decision, potential investors should carefully consider the ability of the principal and interest on the 2025 Bonds to be paid from the Revenues of the Separate System pledged in Resolution No. 5472 to the payment thereof and the claims-paying ability of the Insurer, particularly over the life of the 2025 Bonds.]

## **BOOK-ENTRY SYSTEM**

*Portions of the information relating to the Book-Entry System under this heading have been furnished by the Depository Trust Company and have not been independently verified by the District or the Underwriters. Neither the Underwriters nor the District makes any representation whatsoever as to the accuracy, adequacy or completeness of such information.*

### **General**

The Depository Trust Company (“DTC”), New York, New York, will act as securities depository for the 2025 Bonds. The 2025 Bonds will be issued as fully registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully registered Bond Certificate will be issued for each maturity of the 2025 Bonds in the aggregate principal amount of such maturity and will be deposited with DTC.

### **DTC and Its Direct and Indirect Participants**

DTC, the world’s largest depository, is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues and money market instruments (from over 100 countries) that DTC’s participants (“Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities through electronic computerized book-entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations. DTC is a wholly owned subsidiary of the Depository Trust & Clearing Corporation (“DTCC”). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“Indirect Participants”). DTC has an S&P rating of “AA+.” The DTC rules applicable to its Direct and Indirect Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at [www.dtcc.com](http://www.dtcc.com).

## **Purchase of Ownership Interests**

Purchases of the 2025 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the 2025 Bonds on DTC's records. The ownership interest of each actual purchaser of each 2025 Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmation providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the 2025 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the 2025 Bonds, except in the event that use of the book-entry system for the 2025 Bonds is discontinued.

## **Transfers and Exchanges of Beneficial Ownership Interests**

To facilitate subsequent transfers, all 2025 Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co. or such other name as may be requested by an authorized representative of DTC. The deposit of 2025 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee does not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the 2025 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such 2025 Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

## **Notices and Consents**

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of 2025 Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the 2025 Bonds, such as redemptions, tenders, defaults and proposed amendments to the 2025 Bonds documents. For example, Beneficial Owners of 2025 Bonds may wish to ascertain that the nominee holding the 2025 Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the securities within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to 2025 Bonds unless authorized by a Direct Participant in accordance with DTC's Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the District as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts 2025 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

## **Payments of Principal, Interest and Redemption Price**

Principal, redemption proceeds and interest payments on the 2025 Bonds will be made to Cede & Co. or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the District or the Bond Fund Trustee, on each payment date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC (or its nominee), the Bond Fund Trustee or the District, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal, redemption proceeds (if applicable) and interest to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC, is the responsibility of the District or the Bond Fund Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC and disbursement of such payments to Beneficial Owners is the responsibility of Direct and Indirect Participants.

**The Beneficial Owners of the 2025 Bonds will rely on DTC's Direct or Indirect Participants for timely payments and other notices and for otherwise making available to the Beneficial Owner the rights of a Bondholder. No assurances can be provided that in the event of bankruptcy or insolvency of DTC or a Direct or Indirect Participant through which a Beneficial Owner holds beneficial interests in the 2025 Bonds, payment will be made by DTC or the Direct or Indirect Participant on a timely basis.**

## **Discontinuance of DTC Services**

DTC may discontinue providing its services as depository with respect to the 2025 Bonds at any time by giving reasonable notice to the District or the Bond Fund Trustee. Under such circumstances, in the event that a successor depository is not obtained, 2025 Bond certificates are required to be printed and delivered.

The District may decide to discontinue use of the system of book-entry transfers through DTC (or a successor depository). In that event, 2025 Bond certificates will be printed and delivered.

**The District, the Bond Fund Trustee and the Paying Agent will not have any responsibility or obligation to Direct or Indirect Participants or to any Beneficial Owner with respect to (i) the accuracy of any records maintained by DTC or any Direct or Indirect Participant; (ii) the payment by DTC or any Direct or Indirect Participant of any amount with respect to the principal or redemption price of, or interest on, the 2025 Bonds; (iii) any notice which is permitted or required to be given to Bondholders under the Resolution; (iv) the selection by DTC or any Direct or Indirect Participant of any person to receive payment in the event of a partial redemption of the 2025 Bonds; or (v) any consent given or other action taken by DTC as Bondholder.**

The information included under this heading "BOOK-ENTRY SYSTEM", other than in this paragraph and the preceding bold face paragraphs, has been provided by DTC. No representation is made by the District, the Bond Fund Trustee or the Underwriters as to the accuracy or adequacy of such information provided by DTC or as to the absence of material adverse changes in such information subsequent to the date thereof.

## CONTINUING DISCLOSURE

The Series Resolution authorizing the 2025 Bonds includes the District's undertaking ("Undertaking") for the benefit of the holders of the 2025 Bonds to send certain financial information and operating data to the Municipal Securities Rulemaking Board annually and to provide notice to the Municipal Securities Rulemaking Board of certain events. In addition, each Participant will enter into a Continuing Disclosure Agreement ("CDA") with the District for the benefit of the holders of the 2025 Bonds whereby the Participants will agree to provide financial information and the District will agree to distribute such financial information to the Municipal Securities Rulemaking Board annually. The Undertaking and the CDAs are entered into pursuant to the requirements of Section (b)(5)(i) of Securities and Exchange Commission Rule 15c2-12 (17 C.F.R. § 240.15c2-12) ("Rule"). [The Participants have, during the past five years, provided financial disclosure to the District which the District believes is materially compliant with the terms of the Participants' Continuing Disclosure Agreements relative to the Outstanding Bonds. The District has not, in the past five years, failed to comply in any material respect with its prior continuing disclosure undertakings pursuant to the Rule. The District notes, however, the District's Audited Financial Statement for the fiscal year ending December 31, 2020, while timely filed, was inadvertently not linked to all applicable CUSIP numbers. The District has subsequently remedied the filing. The District has previously included certain of the Annual Financial Information it is obligated to provide pursuant to its Undertakings in its Audited Financial Statements along with a supplemental filing containing additional operating data. Beginning with its fiscal year ending December 31, 2019, the District has incorporated such Annual Financial Information into the supplemental filing.] See "APPENDIX B—FORMS OF CONTINUING DISCLOSURE UNDERTAKING."

Neither a failure by the District to comply with the Undertaking, nor a failure by a Participant of the District to comply with a CDA, will constitute an Event of Default with respect to the 2025 Bonds, although any holder would have any available remedy at law or in equity, including seeking specific performance by court order, to cause the District to comply with its obligations under the Undertaking. Any such failure must be reported in accordance with the Rule and must be considered by any broker, dealer or municipal securities dealer before recommending the purchase or sale of the 2025 Bonds in the secondary market. Consequently, such a failure may adversely affect the transferability and liquidity of the 2025 Bonds and their market price.

## TAX MATTERS

***In General.*** In the opinion of Kutak Rock LLP, Bond Counsel, to be delivered at the time of original issuance of the 2025 Bonds, under existing laws, regulations, rulings and judicial decisions, interest on the 2025 Bonds is excludable from gross income for federal income tax purposes and is not a specific preference item for purposes of the federal alternative minimum tax imposed on individuals. The opinion described in the preceding sentence assumes the accuracy of certain representations and continuing compliance by the District with covenants designed to satisfy the requirements of the Code that must be met subsequent to the issuance of the 2025 Bonds. Failure to comply with such requirements could cause interest on the 2025 Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the 2025 Bonds. The District has covenanted to comply with such requirements. Bond Counsel has expressed no opinion regarding other federal tax consequences arising with respect to the 2025 Bonds. Interest on the 2025 Bonds may affect the federal alternative minimum tax imposed on certain corporations.

The accrual or receipt of interest on the 2025 Bonds may otherwise affect the federal income tax liability of the owners of the 2025 Bonds. The extent of these other tax consequences will depend upon such owner's particular tax status and other items of income or deduction. Bond Counsel has expressed no opinion regarding any such consequences. Purchasers of the 2025 Bonds, particularly purchasers that

are corporations (including S corporations, foreign corporations operating branches in the United States, and certain corporations subject to the alternative minimum tax imposed on corporations), property or casualty insurance companies, banks, thrifts or other financial institutions, certain recipients of social security or railroad retirement benefits, taxpayers otherwise entitled to claim the earned income credit, taxpayers entitled to claim the refundable credit in Section 36B of the Code for coverage under a qualified health plan or taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry tax exempt obligations, should consult their tax advisors as to the tax consequences of purchasing or owning the 2025 Bonds.

***Tax Treatment of Original Issue Premium.*** Certain of the 2025 Bonds may be sold at a premium (collectively, the “Premium Bonds”). An amount equal to the excess of the issue price of a Premium Bond over its stated redemption price at maturity constitutes premium on such Premium Bond. An initial purchaser of a Premium Bond must amortize any premium over such Premium Bond’s term using constant yield principles, based on the purchaser’s yield to maturity (or, in the case of Premium Bonds callable prior to their maturity, by amortizing the premium to the call date, based on the purchaser’s yield to the call date and giving effect to any call premium). As premium is amortized, the amount of the amortization offsets a corresponding amount of interest for the period and the purchaser’s basis in such Premium Bond is reduced by a corresponding amount resulting in an increase in the gain (or decrease in the loss) to be recognized for federal income tax purposes upon a sale or disposition of such Premium Bond prior to its maturity. Even though the purchaser’s basis may be reduced, no federal income tax deduction is allowed. Purchasers of the Premium Bonds should consult with their tax advisors with respect to the determination and treatment of premium for federal income tax purposes and with respect to the state and local tax consequences of owning a Premium Bond.

***Tax Treatment of Original Issue Discount.*** Some of the 2025 Bonds may have an original yield above their interest rate (collectively, the “Discount Bonds”), and may be sold at an original issue discount. The difference between the initial public offering prices of such Discount Bonds and their stated amounts to be paid at maturity (excluding “qualified stated interest” within the meaning of Section 1.1273-1 of the Regulations) constitutes original issue discount treated in the same manner for federal income tax purposes as interest, as described above.

The amount of original issue discount is treated as having accrued with respect to such Discount Bond is added to the cost basis of the owner of the bond in determining, for federal income tax purposes, gain or loss upon disposition of such Discount Bond (including its sale, redemption or payment at maturity). Amounts received on disposition of such Discount Bond that are attributable to accrued or otherwise recognized original issue discount will be treated as tax-exempt interest, rather than as taxable gain, for federal income tax purposes.

Original issue discount is treated as compounding semiannually, at a rate determined by reference to the yield to maturity of each individual Discount Bond, on days that are determined by reference to the maturity date of such Discount Bond. The amount treated as original issue discount on such Discount Bond for a particular semiannual accrual period is equal to (a) the product of (i) the yield to maturity for such Discount Bond (determined by compounding at the close of each accrual period) and (ii) the amount that would have been the tax basis of such Discount Bond at the beginning of the particular accrual period if held by the original purchaser, (b) less the amount of any interest payable for such Discount Bond during the accrual period. The tax basis for purposes of the preceding sentence is determined by adding to the initial public offering price on such Discount Bond the sum of the amounts that have been treated as original issue discount for such purposes during all prior periods. If such Discount Bond is sold between semiannual compounding dates, original issue discount that would have been accrued for that semiannual compounding period for federal income tax purposes is to be apportioned in equal amounts among the days in such compounding period.

Owners of Discount Bonds should consult their tax advisors with respect to the determination and treatment of original issue discount accrued as of any date and with respect to the state and local tax consequences of owning a Discount Bond. Subsequent purchasers of Discount Bonds that purchase such bonds for a price that is higher or lower than the “adjusted issue price” of the bonds at the time of purchase should consult their tax advisors as to the effect on the accrual of original issue discount.

***Backup Withholding.*** As a result of the enactment of the Tax Increase Prevention and Reconciliation Act of 2005, interest on tax-exempt obligations such as the 2025 Bonds is subject to information reporting in a manner similar to interest paid on taxable obligations. Backup withholding may be imposed on payments to any bondholder who fails to provide certain required information including an accurate taxpayer identification number to any person required to collect such information pursuant to Section 6049 of the Code. This reporting requirement does not in and of itself affect or alter the excludability of interest on the 2025 Bonds from gross income for federal income tax purposes or any other federal tax consequence of purchasing, holding or selling tax-exempt obligations.

### **Exemption Under State Tax Law**

In Bond Counsel’s further opinion, under existing laws, regulations, rulings and judicial decisions, and assuming the accuracy of certain representations and continuing compliance with certain covenants, interest on the 2025 Bonds is exempt from all present State of Nebraska income taxes.

### **Changes in Federal and State Tax Law**

From time to time, there are legislative proposals in the Congress and in the states that, if enacted, could alter or amend the federal and state tax matters referred to above or adversely affect the market value of the 2025 Bonds. In addition, regulatory actions are from time to time announced or proposed and litigation is threatened or commenced which, if implemented or concluded in a particular manner, could adversely affect the market value of the 2025 Bonds. It cannot be predicted whether any such regulatory action will be implemented, how any particular litigation or judicial action will be resolved, or whether the 2025 Bonds or the market value thereof would be impacted thereby. Purchasers of the 2025 Bonds should consult their tax advisors regarding any pending or proposed legislation, regulatory initiatives or litigation. The opinions expressed by Bond Counsel are based upon existing legislation and regulations as interpreted by relevant judicial and regulatory authorities as of the date of issuance and delivery of the 2025 Bonds, and Bond Counsel has expressed no opinion as of any date subsequent thereto or with respect to any pending legislation, regulatory initiatives or litigation.

## **LEGAL APPROVALS**

All of the legal proceedings in connection with the authorization and issuance of the 2025 Bonds are subject to the approval of Kutak Rock LLP, Omaha, Nebraska, Bond Counsel. Certain legal matters in connection with the 2025 Bonds are subject to the approval of Fraser Stryker PC LLO, Omaha, Nebraska, General Counsel to the District and [U/W COUNSEL], Counsel to the Underwriters. Certain of the fees of Bond Counsel and Counsel to the Underwriters are contingent upon the issuance and sale of the 2025 Bonds.

## **RATINGS**

[Insert description of insured rating, if applicable].

Moody’s has given the rating of “[ ]” [with a [ ] outlook] and S&P has given the rating of “[ ]” [with a [ ] outlook] to the 2025 Bonds. Such ratings reflect only the views of such

organizations, and explanations of the significance of such ratings may be obtained only from the credit rating agencies. There is no assurance that such ratings will continue for any given period of time or that they will not be revised downward or withdrawn entirely by such credit rating agencies if in their judgment circumstances so warrant. Any such downward revision or withdrawal of such ratings may have an adverse effect on the market price of the 2025 Bonds. A securities rating is not a recommendation to buy, sell or hold securities and may be subject to revision or withdrawal at any time.

## **UNDERWRITING**

The 2025 Bonds are being purchased by the Underwriters identified on the cover page of this Official Statement (collectively, the “Underwriters”). The Underwriters have agreed to purchase the 2025 Bonds from the District at a price of \$\_\_\_\_\_, which is the principal amount of \$\_\_\_\_\_ plus net original issue premium of \$\_\_\_\_\_ less Underwriters’ discount of \$\_\_\_\_\_. The 2025 Bonds may be offered and sold to certain dealers (including underwriters and other dealers depositing such 2025 Bonds into investment trusts) at prices lower than such public offering prices, and such public offering prices may be changed from time to time by the Underwriters.

The Underwriters and their respective affiliates are full service financial institutions engaged in various activities, which may include securities trading, commercial and investment banking, financial advisory, investment management, principal investment, hedging, financing and brokerage activities. Certain of the Underwriters and their respective affiliates have, from time to time, performed, and may in the future perform, various investment banking services for the District, for which they received or will receive customary fees and expenses.

In the ordinary course of their various business activities, the Underwriters and their respective affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (which may include bank loans and/or credit default swaps) for their own account and for the accounts of their customers and may at any time hold long and short positions in such securities and instruments. Such investment and securities activities may involve securities and instruments of the District.

Certain of the Underwriters have entered into distribution agreements with other broker-dealers for the distribution of the 2025 Bonds at the initial public offering prices. Such agreements generally provide that the relevant Underwriter will share a portion of its underwriting compensation or selling concession with such broker-dealers.

## **VERIFICATION OF MATHEMATICAL COMPUTATIONS**

Causey Public Finance, LLC, a firm of independent public accountants, will deliver to the District, on or before the date of issuance of the 2025 Bonds, its verification report indicating that it has verified certain information provided by the District and the Underwriters with respect to the Refunded Bonds and the 2025 Bonds. Included in the scope of Causey Public Finance, LLC’s procedures will be a verification of the mathematical accuracy of (a) the mathematical computations of the adequacy of the cash and the maturing principal of and interest on the Investment Securities to be held in escrow for the benefit of the holders of the Refunded Bonds to pay, when due, the principal of and interest on the Refunded Bonds; and (b) the mathematical computations supporting the conclusion of Bond Counsel that the 2025 Bonds are not “arbitrage bonds” under the Code and the regulations promulgated thereunder.

The verification performed by Causey Public Finance, LLC will be solely based upon data, information and documents that the District and the Underwriters caused to be provided to Causey Public Finance, LLC. The Causey Public Finance, LLC report of its verification will state that Causey Public



Finance, LLC has no obligation to update the report because of events occurring, or data or information coming to its attention, subsequent to the date of the report.

### **LEGAL PROCEEDINGS**

There is not now pending or threatened litigation of any nature seeking to restrain or enjoin, or in any manner questioning, the issuance and delivery of the 2025 Bonds, the proceedings and authority under which the 2025 Bonds are issued or affecting the validity of the 2025 Bonds thereunder, the power and authority of the District to enter into and perform under Resolution No. 5472 or the Participation Agreements and neither the corporate existence nor the boundaries of the District nor the title of its present officers to their respective offices is being contested. Each Participant has represented and warranted that there is not now pending or, to the knowledge of the Participant, threatened action or proceeding affecting the corporate existence of the Participant or the titles of its officers and directors to their respective offices, or affecting or seeking to prohibit, restrain or enjoin the performance of the Participant of its obligations under its Participation Agreement or contesting or affecting as to the Participant the validity or enforceability of its Participation Agreement, or contesting powers of the Participant or the execution and delivery by the Participant of its Participation Agreement.

### **OFFICIAL STATEMENT**

The information contained in this Official Statement has been obtained from records of the District and from other sources believed to be reliable, but the accuracy and completeness of the information are not guaranteed. All references to and explanations and summaries of statutes, resolutions, contracts and other documents contained herein are qualified in their entirety by reference to said statutes and documents for a full and complete description of their respective provisions. Any statements contained herein involving matters of opinion, whether or not expressly so stated, are intended as such and not as representations of fact.

The execution, delivery and distribution of this Official Statement have been duly authorized by the Board of Directors of the District.

### **MISCELLANEOUS**

The references herein to the laws of the State of Nebraska, Resolution No. 5472, the Series Resolution and other resolutions and contracts are brief outlines of certain provisions thereof. Such outlines do not purport to be complete, and reference is made to the laws of the State of Nebraska, to Resolution No. 5472, to the Series Resolution and to such other resolutions and contracts for full and complete statements of such provisions.

Any statements made in this Official Statement involving matters of opinion, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates will be realized. Certain capitalized terms not otherwise defined herein will have the meanings assigned thereto in the Resolution No. 5472.

BOARD OF DIRECTORS  
OMAHA PUBLIC POWER DISTRICT

By \_\_\_\_\_  
Vice President and Chief Financial Officer

## APPENDIX A

### PARTICIPANTS

*The information contained in this Appendix A regarding each of the Participants has been provided by each respective Participant. The District has made no efforts to verify the information contained in this Appendix A and makes no representation as to the accuracy or completeness thereof.*

#### Appendix

Central Minnesota Municipal Power Agency	A-1
City of Falls City, Nebraska	A-2
City of Grand Island, Nebraska	A-3
City of Independence, Missouri	A-4
City of Nebraska City, Nebraska	A-5
Missouri Joint Municipal Electric Utility Commission	A-6
Nebraska Public Power District	A-7

**CENTRAL MINNESOTA MUNICIPAL POWER AGENCY**

459 South Grove Street  
Blue Earth, MN 56013  
(507) 526-2193

[UPDATE]

**The Participant**

Central Minnesota Municipal Power Agency (“CMMPA”) is a municipal power agency that was created and incorporated in 1987 as a municipal corporation and a political subdivision of the State of Minnesota. CMMPA was established to serve the mutual needs of its members and has the power and authority to finance and acquire facilities for the generation and transmission of electric energy. Each of the CMMPA members individually decides in which project it chooses to participate with CMMPA. CMMPA also allows non-members to participate in CMMPA projects. Each participant in a project with CMMPA, including members and non-members, is required to sign a power sales agreement (“PSA”) with CMMPA. Members that enter into a PSA with CMMPA remain obligated under the PSA, even if the member subsequently chooses to withdraw as a member of CMMPA.

CMMPA is governed by a twelve-member Board of Directors representing each of the member municipalities. There are currently 12 members of CMMPA, comprised of municipal utilities. CMMPA is responsible for providing an adequate, economical, and reliable supply of electric energy to meet the needs of its customers, and must accordingly plan for and maintain electric generation, transmission, and distribution facilities, including generation capacity reserves and other ancillary services. Utilities Plus (“UP”), a power marketing company owned by CMMPA, assists the members with the purchase and sale of capacity and energy on a short term or other basis, as requested and arranges for transmission services for such purchases and sales. The members rely on UP to dispatch the various member resources together with purchases from the market. Upon request, UP may also provide similar services to non-members.

Ten of the CMMPA members, Blue Earth, Delano, Fairfax, Glencoe, Granite Falls, Kenyon, Mountain Lake, Sleepy Eye, Springfield, and Windom, have signed a PSA with CMMPA (collectively referred to as “Participating Members”) relating to CMMPA’s participation interest in the NC2 Project. Only the participants are responsible for CMMPA’s obligations under the Participation Agreement.

**Service Territory, Transmission and Distribution**

CMMPA is a wholesale municipal power agency that does not directly serve any retail customers. CMMPA’s members currently provide retail electric service to approximately 18,000 customers located throughout Minnesota.

CMMPA is headquartered in Blue Earth, Minnesota, which is located in the south central portion of the state. Most of its member cities are rural communities with a concentration in the agricultural and manufacturing sectors. The largest industrial loads for the members are seasonal canning factories in Blue Earth, Glencoe and Sleepy Eye. Delano and Glencoe, two of the faster growing and larger members, are located adjacent to the Twin Cities metro area.

CMMPA operates in the Northern States Power Company (“NSP”) and the Alliant Energy (“Alliant”) west control areas. CMMPA operates in both the Midcontinent Independent System Operator (“MISO”) service territory as well as the Southwest Power Pool (“SPP”) territory and is the Market Participant for its members. CMMPA purchases transmission service using NSP network, MISO network

arrangement, SPP network arrangement, Mid-Continent Area Power Pool Schedule F and MISO point-to-point.

CMMPA's members all own municipal electric distribution systems. The members own minor transmission facilities within their respective control areas and Blue Earth owns a transmission path to an adjacent control area.

### Owned and Operated Generating Units

CMMPA does not currently own or operate any generating units. The participating members of CMMPA own peaking generation as indicated in the table below. CMMPA has entered into an arrangement with Wolf Wind LLC, pursuant to which CMMPA will purchase 6.25 MW of wind power for a 15-year period that began in April, 2005. In addition, CMMPA is purchasing wind-generated power from Iberdrola (13.1 MW under two agreements extending as far as February, 2027) and nuclear generation from WPPI Energy (approximately 15 MW from two of Nextera's Point Beach facilities extending as far as 2033). Current capacity resources include CMMPA's 4.34% participation interest in the separate system portion of the NC2 project, which provides approximately 13 MW of base load coal capacity. CMMPA is currently investigating opportunities to participate in other projects to continue to diversify the portfolio of its members.

Each CMMPA member individually plans its generation needs to meet its future capacity and energy requirements. Each member plans its system using a 15% capacity reserve criteria. Most of the members rely on a combination of owned and purchased power resources. These power purchases currently include purchases pursuant to an existing PSA between CMMPA and seven of its members, which provides for supply from a contractual arrangement with NSP, as well as purchases by certain members from the Western Area Power Administration ("WAPA"), Alliant, and NSP. The members also purchase power from the spot market through UP.

Below is a summary of the self-generation resources of each Participating Member, which include hydro, combustion turbines, and diesel resources as of December 31, 2014.

<b>Member</b>	<b>Combustion</b>			<b>Total (MW)</b>
	<b>Turbine (MW)</b>	<b>Hydro (MW)</b>	<b>Diesel (MW)</b>	
Blue Earth			7.6	7.6
Delano	13.3		11.7	25.0
Fairfax			1.7	1.7
Glencoe			42.6	42.6
Granite Falls		1.3	6.1	7.4
Kenyon			5.5	5.5
Mountain Lake			9.5	9.5
Sleepy Eye			8.8	8.8
Springfield			8.0	8.0
Windom	3.0		6.0	9.0
<b>Total</b>	<b>16.3</b>	<b>1.3</b>	<b>107.5</b>	<b>125.1</b>

**Electric Rate Schedules**

Each Participating Member is a municipal electric system in which either a utility commission or a city council sets their retail rates. None of CMMPA's members are subject to rate regulation by a state utility board or agency.

All Participating Members received governing body approvals of their participation in the NC2 project. With respect to the NC2 project, the PSAs between CMMPA and the Participating Members pass along all of the obligations of CMMPA under its Participation Agreement with the District to the Participating Members. The PSAs include, among other things, a covenant for the Participating Members to set rates and charges for electric service that are sufficient for the Participating Member to pay all amounts payable to CMMPA under the PSA.

**Energy Sales and Customer Information (for all Participating Members)**

	Energy Sales by Class (MWh)		
	2022	2023	2024
Residential			
Commercial			
Industrial			
Other			
Total			

	Customers by Class		
	2022	2023	2024
Residential			
Commercial			
Industrial			
Other			
Total			

**Condensed Statement of Operations**

	2022	2023	2024
Operating Revenues			
Operating Expenses			
Nonoperating Income			
Change in Net Position			

Selected Balance Sheet Information

	2022	2023	2024
Current Assets			
Total Assets			
Current Liabilities			
Total Debt			
Total Liabilities			
Total Net Position			

**CITY OF FALLS CITY, NEBRASKA**

2307 Barada Street  
 Falls City, NE 68355  
 (402) 245-2707

[UPDATE]

**The Participant**

The Falls City Utility Department started its electric generation in 1890 and is owned and operated by the City of Falls City (the "City"). In 1972 the Mayor and City Council created a Board of Public Works to operate and manage the Falls City Utility Department with its general management consisting of the City Administrator/Clerk/Treasurer and the Utility Superintendent. The Board of Public Works operates the City's Utility Department which includes the electric department, water department, gas department and waste water treatment department. Each department of the City's Utility Department is operated and is financially independent of the other departments. The management of the City's Utility Department represents approximately 40 years of experience in the City's Utility Department.

**Service Territory, Transmission and Distribution**

The City does not own transmission facilities. Distribution lines are primarily located in the City, however, approximately 30 miles of distribution lines serve customers in areas outside the city limits.

**Owned and Operated Generating Units**

The electric department of the City's Utility Department has one main generation facility, including eight generating units, which generated approximately 378 MWh in 2013 and 1,253 MWh in 2014.

**Generating Units and Capacity**

<u>Unit #</u>	<u>Date</u>	<u>Capacity</u>	<u>Fuel</u>
1	1930	676 kW	Oil
2	1937	981 kW	Oil
3	1965	2,750 kW	Oil/Gas
4	1946	1,125 kW	Oil/Gas
5	1951	2,000 kW	Oil/Gas
6	1958	2,500 kW	Oil/Gas
7	1972	6,250 kW	Oil/Gas
8	1981	6,000 kW	Oil/Gas

**Electric Rate Schedules**

The City maintains and adjusts the rates and charges for the use and services of the utilities through its Board of Public Works.

Energy Sales and Customer Information

	Energy Sales by Class		
	2022	2023	2024
Residential			
Commercial			
Industrial			
Total			
	2022	2023	2024
Customers			

Condensed Statement of Operations

	2022	2023	2024
Operating Revenues			
Operating Expenses			
Net Income (includes miscellaneous items)			

Selected Balance Sheet Information

	2022	2023	2024
Current Assets			
Total Assets			
Current Liabilities			
Total Debt			
Total Liabilities			
Total Net Position			



**CITY OF GRAND ISLAND, NEBRASKA**

100 East First Street  
P.O. Box 1968  
Grand Island, NE 68802  
(308) 385-5428

**[UPDATE]**

**The Participant**

The City of Grand Island (the “City”) is authorized under the laws of the State of Nebraska to construct, purchase or otherwise acquire, maintain, extend or enlarge generating, transmission and distribution facilities such as those comprising its electric system. In the acquisition of property for the electric system, the City may exercise the power of eminent domain. Under Nebraska law the City also has the power to issue revenue bonds to provide for the payment of the costs and expenses of purchasing, constructing or otherwise acquiring, extending or improving its electric system and to secure such bonds by pledging the revenues of the electric system.

The electric system is operated under the direction of the Mayor and Council of the City. The City Council has the power to determine, fix and alter rates charged by the electric system and to authorize expenditures therefore. The Utilities Director has day-to-day responsibility for the operation of the electric system.

On December 9, 2003, the Grand Island City Council accepted and adopted Integrated Resource Plan, 2003, which examined 30 MW of participation in NC2. Furthermore, the City Council Ordinance Number 8877 authorized the City’s Electric Department to proceed with implementation of the plan. The Integrated Resource Plan and Ordinance were submitted to the NPRB and Western Area Power Administration; an acknowledgement was received from each of these organizations.

**Service Territory, Transmission and Distribution**

The City’s electric system serves an area approximately 82 square miles, composed of over 26 square miles of the City and certain developed and rural areas adjacent to the City within Hall County and a small portion of Merrick County. The electric system’s present service area was established by agreements with neighboring utilities, which agreements were approved by the NPRB. In accordance with Nebraska law, the City may, with the consent of the NPRB, expand its service area to include new customers in areas annexed by the City.

Grand Island owns and maintains 37 miles of 115 kV transmission facilities. Nine substations are connected at 115 kV for a combination of distribution, generation, and interconnection duty. Thirteen miles of the transmission circuits make five interconnections with NPPD, at four of Grand Island’s Substations: Substations A, D with two interconnections, E and F. Generation is connected at Substation G and H for Burdick Station and Substation D for Platte Generating Station.

**Owned and Operated Generating Units**

Grand Island’s primary energy source, Platte Generating Station, consists of a single steam turbine generator with a net accredited rating of 100 MW. Construction on this unit was completed in 1982. The unit’s steam generator is designed to use western low-sulfur, sub-bituminous, pulverized coal. Makeup water for the plant is supplied by either on-site wells or the City’s Platte River well field. The 320 acre site is two miles south of Grand Island and is sized for additional facilities. The generator is tied

to the 115 kV transmission system at substation D, also located on the plant site. The site's rail spur allows access to the Union Pacific Railroad for direct deliveries of fuel and equipment. The plant was retrofitted with low NO<sub>x</sub> burners, an activated carbon injection system, a dry scrubber, and a fabric filter for compliance with the Mercury and Air Toxics Standards and the Cross State Air Pollution Rule. These modifications were completed, tested and placed into operation in 2015.

Peaking capacity for Grand Island's electric system is installed at Burdick Station from three combustion turbines. The combustion turbine installed in 1968 has black-start capabilities and a net accredited capacity of 13 MW. Two combustion turbines, installed in 2003, each have a net accredited capacity of 34 MW. The combustion turbines are fueled by natural gas and/or distillate fuel oil.

Three older steam turbine generators installed at Burdick Station provide Grand Island with back-up and reserve capacity. These generating units have net accredited capacities of 16 MW, 22 MW, and 54 MW. Construction of the steam units was completed in 1957, 1963, and 1972, respectively. The steam generators are designed to use either natural gas or residual fuel oil. Makeup and cooling water for the plant is supplied by either local wells or the City's Platte River well field. The 16 MW and 22MW units were removed from market dispatch in October, 2015 because of economic considerations and the future status of these units are being evaluated.

Grand Island and four other regional public electric utilities are members, under a Nebraska Interlocal Agreement, of the Public Power Generation Agency. The purpose of this group is for joint ownership of a 220 MW coal fired steam generating facility near Hastings, Nebraska, known as Whelan Energy Center Unit #2. Grand Island has committed to a 15 MW participation level from this plant, which began operations in 2011.

Grand Island entered into a Power Purchase Agreement to purchase 35.8 MW of wind energy from the Invenergy LLC Prairie Breeze III project starting in 2016 for a 25 year term. Grand Island also signed a letter of intent with Invenergy for up to another 40MW of wind energy from another project.

Incremental participation in coal fired generation enables Grand Island to achieve an economical balance of base load and peaking generation to meet load growth, without over-committing capital expenditures. In total, Grand Island is accredited with 323 MW of locally owned and operated generating capacity and should have sufficient generating capacity to meet system demand through 2028.

### **Electric Rate Schedules**

Rates are established or changed by ordinance adopted by the Grand Island City Council. No public hearing is required before enactment. Rates established by ordinance become effective 30 days after enactment. A power cost adjustment clause in the City's rate schedule provides for recovery of increasing production costs, without specific action by the City Council.

The City evaluates its rate structure on a continuing basis with the objective of establishing rates to meet operating needs and to maintain a sound financial position. During the 1980's the City analyzed its rate structure, with the goal of eliminating obsolete rates and producing a simplified set of cost-based rates. On February 1, 1989, the consolidated rate structure became effective. Customers are now assigned to one of five applicable rate schedules. These schedules are coordinated to provide consistency in rate assignments.

In 2004, the Grand Island City Council retained Stanley Consultants to perform an economic evaluation and recommend a rate revision. The consultant's report to the City Council recommended an electric rate increase, to be phased in over a two year period. The City Council approved the consultant's

recommendations. The first rate increase was effective January 1, 2005. The second of the two rate increases became effective on January 1, 2006. With increasing fuel, freight, and material prices, additional rate increases were also implemented in October 2006 and October 2007.

**Energy Sales and Customer Information**

	Energy Sales by Class		
	2022	2023	2024
Residential & Dusk to Dawn			
Commercial & Industrial			
Municipal & Interdepartmental			
Wholesale			
Total			

	Customers by Class		
	2022	2023	2024
Residential & Dusk to Dawn			
Commercial & Industrial			
Municipal & Interdepartmental			
Wholesale			
Total			

**Condensed Statement of Operations**

	2022	2023	2024
Total Sales Revenue			
Operating Expenses			
Other Revenue			
Net Operating Revenue			

**Net Revenues Available for Debt Service**

	2022	2023	2024
Non-Operating Income			
Non-Operating Expenses			
Net Income			
Amount Available for Debt Service			
Debt Service Payments			
Debt Service Coverage Ratio			

Selected Balance Sheet Information

	2022	2023	2024
Current Assets			
Total Assets			
Current Liabilities			
Total Debt			
Total Liabilities			
Total Equity			

**CITY OF INDEPENDENCE, MISSOURI**

21500 E. Truman Road  
Independence, MO 64056  
(816) 325-7500

**[UPDATE]**

**The Participant**

Incorporated in 1849, the City of Independence, Missouri (“City”) is the county seat of Jackson County and adjoins Kansas City, Missouri, to the west. The City is the fourth largest city in Missouri and the City’s Electric Department (“Department”) operates the second largest municipal electric utility in the state.

The City is organized under the laws of the State of Missouri and operates under a Constitutional Charter approved by the citizenry in December 1961 and amended in 1972 and 1979. The City is governed according to a Council-Manager form of government. The City Council consists of seven members: four council members from single member districts, two council members elected at large, and a Mayor elected at large. Non-partisan elections are held every two years to provide for staggered terms of office. The Mayor and two at-large council members are elected to four year terms and, in alternating elections, the four district council members are elected to four year terms. The City Council appoints a City Manager to implement its policies and direct operations of City departments, including the Department.

The Public Utilities Advisory Board (“Board”) is a seven member advisory board created by the City Charter and appointed by the City Council for overlapping four year terms. The Board’s powers and duties are solely advisory. The Board is empowered to inspect or investigate all public utilities owned and operated by the City and all public utilities operating under franchises or permits granted by the City. The Board “shall report its findings and recommendations at least annually to the City Council, the people of the City, the City Manager, and the respective director(s) of the public utilities operated within the City to which such findings and recommendations apply.” As a matter of practice, the Board meets regularly, typically monthly, with the Electric Utility Director (as well as the Water Department and Wastewater Department Directors), receives reports from the Director on the status of operations, financial condition, or other operational aspects of the electric system and considers policy recommendations of the staff on important utility matters.

**Service Territory, Transmission and Distribution System**

The Department serves retail customers only within the limits of the City. The City limits consist of a 78 square mile area. The Department serves all the retail customers within the City limits except for the area occupied by the Lake City Arsenal, a United States Government Reservation (approximately 6.5 square miles). This area is currently served by Kansas City Power & Light Company (“KCPL”) through a 20-year non-exclusive franchise.

The Department’s transmission system is comprised of approximately 25 miles of 161 kV lines and approximately 51 miles of 69 kV lines. One 161 kV line interconnects the Department’s Substation A with its Eckles Road Switching Station and provides the interconnection with Associated Electric Cooperative, Inc. The Department’s 161 kV line from Eckles Road to KCPL-GMO’s Sibley Power Station provides an interconnection with KCPL-GMO. The Department has three additional 161 kV interconnections with KCPL. One 161 kV line connects the Department’s Substation M to KCPL’s Hawthorn Power Station, another 161 kV line connects the Department’s Substation N with KCPL’s Blue

Valley Substation and the third 161 kV interconnection is with KCPL's Blue Mills Substation. In addition to these 161 kV interconnections, the Department maintains four 69 kV interconnections with KCPL at various locations on the Department's 69 kV transmission system.

As of June 30, 2015, the Department's distribution system consisted of approximately 566 circuit miles of 13 kV overhead lines and 227 circuit miles of 13 kV underground lines.

### Owned and Operated Generating Units

A breakdown of Department owned and operated and jointly owned generating units is shown in the following table:

### Generating Unit Characteristics

	<u>Accredited Net Capacity (MW)</u>	<u>Year of Initial Operation</u>	<u>Fuel Type</u>
<b><u>OWNED UNITS</u></b>			
<b>Blue Valley</b>			
Unit No. 1	21	1958	Coal/gas/oil
Unit No. 2	21	1958	Coal/gas/oil
Unit No. 3	51	1965	Coal/gas/oil
<b>Missouri City (1)*</b>			
Unit No. 1	19	1982	Coal/oil
Unit No. 2	<u>19</u>	1982	Coal/oil
Total Steam Units	131		
<b>Substation Generation</b>			
J-1 (Substation J)	15	1968	Oil
J-2 (Substation J)	15	1968	Oil
I-1 (Substation I)	19	1972	Oil
I-2 (Substation I)	19	1972	Oil
H-1 (Substation H)	19	1972	Gas/oil
H-2 (Substation H)	<u>20</u>	1974	Gas/oil
Total Combustion Turbine Units	107		
<b><u>JOINTLY OWNED UNITS</u></b>			
Dogwood Energy Facility	<u>75</u>	2001	gas
Total Combined Cycle Units	75		
<b>Total IPL System (Owned/Jointly Owned)</b>	<b><u>313</u></b>		

\* Note: The Missouri City units were officially retired on January 31, 2016. After this date, the "Total IPL System [Capacity] (Owned/Jointly Owned)" will be 275 [MW].

In 2012, the City purchased a 12.3% undivided interest in the Dogwood Energy Facility located in Pleasant Hill, Missouri. The facility was placed into commercial operation first as a peaking facility during the summer of 2001 and then as a combined cycle plant in 2002. In addition to the City, Kansas Power Pool, Missouri Joint Municipal Electric Utility Commission and the Unified Government of Wyandotte County also purchased 7%, 8.2% and 17% shares respectively of the Dogwood Energy Facility in 2012. Dogwood Energy, LLC maintains the remaining ownership share (55.5%) in the facility.

In addition to the City and jointly owned generation and the NC2 Participation Power Agreement, the City has purchase power agreements with the Missouri Joint Municipal Electric Utility Commission ("MJMEUC") and Smoky Hills Wind Project II, LLC ("Smoky Hills").

The MJMEUC purchase is for a 50% share (nominal 53 MW) of MJMEUC's 106 MW ownership interest in KCPL's Iatan 2 unit (a nominal 903 MW coal-fired unit). The term of the MJMEUC agreement is designed to be for the life of the Iatan 2 unit.

The Smoky Hills agreement is for a 15 MW purchase from a wind generation project located in central Kansas - the Smoky Hills Wind Farm. The City's purchase is from Phase II which added 148 MW of wind generation to the existing 100 MW Phase 1. Energy deliveries from the wind farm began on December 8, 2008 and will continue for a term of 20 years with certain renewal options at the mutual agreement of the parties.

#### **Electric Rate Schedules**

The City Council has sole authority to establish electric rates. The Council has adopted electric class rate schedules by ordinance after receiving recommendations from the Department and consideration of rate studies performed by outside consultants. The City Council has also granted the Department the authority to automatically adjust monthly energy rates of its electric class rate schedules in accordance with a Power Supply Fuel-Energy Cost Adjustment Schedule ("FCA"). The Department reviews the rate structure at least annually to determine if modifications are needed.

As provided in its bond indentures, the City covenants to charge and collect rates for the electric power and energy supplied by the Department's electric system as shall be required to provide revenues and income sufficient to pay the cost of the following: operating expenses, 100% of aggregate debt service on all bonds of the City and any other charges required to be paid out of revenues of the Department's electric system. Other charges to be paid out of revenues are generally defined by the City to include the payment in lieu of taxes to the City, the financing of system capital improvements and replacements that are not bond financed by the City, and system working capital requirements. In addition, the City covenants to review the sufficiency of the rates annually.

In November 2008, the City Council adopted multiple schedules of customer class rate increases following a 5-year cost-of-service study and rate plan performed by Sawvel and Associates, Inc. Under the adopted rate plan, base rates were increased by 9% beginning January 1, 2009, 5% on July 1, 2009, 5% on July 1, 2010, 5% on July 1, 2011, and 5% on July 1, 2012. In addition to any base rate increases, customer billing increases/decreases may result from projected increased fuel and purchased power costs which are passed along to customers pursuant to the FCA.

The City's electric service rate schedules are generally similar in type and number to the rate schedules of other electric utilities adjoining its service territory.

The City currently has the following basic customer class rate classifications: residential, small

general service, large general service, and large power service. In addition to the basic rate class rate schedules, the City has special service rate schedules for residential all-electric service, total electric general service, schools and churches, sewer pumping, separately metered general service space heating, unmetered private outdoor lighting and public street lighting, interruptible industrial service, and customer-generator net metering service. In each of the rate schedules, the rate structure is designed to generally approximate the costs incurred in supplying electricity for the class. Each rate schedule has an availability clause which defines the customer load types who are eligible to be billed under the rate schedule. Customers are billed monthly and a minimum billing is established for each rate schedule. The overall rate structure is designed to assist the Department in load management and marketing objectives of system load factor improvement.

The residential classifications include the majority (over 90%) of customers being served by the Department. Seasonal rates have been established in the residential customer classifications to partially recognize the cost differential of summer season air conditioning loads which predominate in the residential class and to encourage the winter season use of electricity (electric space heating).

In the commercial and industrial customer classifications, the rate designs generally include separate demand and energy charges, and pricing differentials for service voltage delivery such as secondary and primary voltage delivery. These rates charge individual customers different average rates per kilowatt of hour use for customers with different load factors and therefore encourage the customer to utilize electric service at a constant level of use.

The following tables provide operating and financial information for the past three fiscal years.

Energy Sales and Customer Information

Energy Sales by Class			
Fiscal Year Ending June 30			
	2022	2023	2024
Residential			
Commercial			
Industrial			
Other			
Total Retail Sales			
Wholesale			
Total Energy Sales			

Customers by Class			
Fiscal Year Ending June 30			
	2022	2023	2024
Average Number of Customers:			
Residential			
Commercial			
Industrial			



Other  
Total Retail Sales

---

**Condensed Statement of Operations**

	<b>Fiscal Year Ending June 30</b>		
	<b>2022</b>	<b>2023</b>	<b>2024</b>
Total Operating Revenue			
Operating Revenue Deductions			
Fuel			
Purchased Power			
Production			
Transmission & Distribution			
Customer Service			
General & Administrative			
Total O&M			
Total Operating Revenue Deductions			
Net Operating Income			
Total Non-Operating Deductions (net)			
Net Income			
Capital Contributions			
Change in Net Assets			

**Net Revenues Available for Debt Service**

	<b>Fiscal Year Ending June 30</b>		
	<b>2022</b>	<b>2023</b>	<b>2024</b>
Total Gross Revenue			
Revenue Available for Coverage of Electric Revenue Bonds			
Principal and Interest Payments			
Debt Service Coverage			

Selected Balance Sheet Information

	Fiscal Year Ending June 30		
	2022	2023	2024
Current Assets			
Total Assets and Deferred Charges			
Current Liabilities			
Total Non-Current Liabilities			
Total Liabilities			
Total Equity			

**CITY OF NEBRASKA CITY, NEBRASKA**

100 Central Avenue  
Nebraska City, NE 68410  
(402) 873-3353

[UPDATE]

**The Participant**

The City of Nebraska City, Nebraska (the “City”) has a commission form of government, with a Mayor, Finance Commissioner, Public Works Commissioner, Street Commissioner and Parks Commissioner all elected at large. The City owns Nebraska City Utilities. The City’s electric system, as well as natural gas, water and wastewater systems make up the Utilities Department.

By City ordinance, the Board of Public Works is designated to manage, operate and maintain the City’s utilities. There are five members of the Board of Public Works. Each member is appointed to a five-year term, with one member position due for appointment or reappointment each year. An appointment is brought to the City Commission by the Mayor and voted on by the full Commission.

The Board of Public Works hires the General Manager of the Nebraska City Utilities. Other staff hiring is made by the General Manager or by other staff as he may designate.

**Service Territory, Transmission and Distribution**

Nebraska City Utilities’ electric service territory includes the City, as well as several villages in Otoe County and adjacent Nemaha County and Lancaster County, Nebraska. In addition to the City, the villages located in Otoe County are: Dunbar, Lorton, Otoe, Unadilla, Palmyra, and Douglas. The village of Bennet is located in Lancaster County and the villages of Julian and Brock are located in Nemaha County. In addition, Nebraska City Utilities serves at wholesale the village of Talmage, Nebraska in Otoe County. Nebraska City Utilities also serves many farm customers along its rural distribution lines between the villages that it serves as well as various spur lines within the counties.

Nebraska City Utilities also operates the water and wastewater systems of Nebraska City and provides water to the Rural Water District No. 1 in Otoe County.

The natural gas system operated by the City provides natural gas to the City of Nebraska City, as well as the Village of Dunbar, the City of Syracuse and the Village of Unadilla, all in Otoe County and many acreages and farm customers along its two transmission lines.

### Owned and Operated Generating Units

The following is a listing of the owned and operated electric generating units of Nebraska City Utilities:

#### Generating Units and Capacity

<u>Unit #</u>	<u>Capacity (kW)</u>	<u>Fueled By</u>	<u>Plant -Location</u>
2	1,500	Natural Gas	#1 - Nebraska City
3	2,500	Natural Gas	#1 - Nebraska City
4	3,100	Natural Gas	#1 - Nebraska City
5	2,000	Natural Gas	#1 - Nebraska City
6	2,070	Natural Gas	#2 - Syracuse
7	2,070	Natural Gas	#2 - Syracuse
8	4,100	Natural Gas	#1 - Nebraska City
9	6,415	Natural Gas	#1 - Nebraska City
10	6,500	Natural Gas	#1 - Nebraska City
11	4,598	Natural Gas	#3 - Nebraska City
12	4,598	Natural Gas	#3 - Nebraska City
13	<u>4,598</u>	Fuel Oil	#3 - Nebraska City
Total	44,049		

Note: Units 5-12 are RICE NESHAP compliant. Units 2-4 and 13 are emergency generating units.

In addition to the dual fuel, internal combustion generating units, the City has a power allotment from the Western Area Power Administration, Department of Energy. This allotment provides for 8,255 kW of electricity on peak. This power is scheduled in advance on an hourly basis.

Nebraska City Utilities and four other regional public electric utilities are members, under a Nebraska Interlocal Agreement, of the Public Power Generation Agency. The purpose of this group was to construct a 220 MW coal fired steam generating facility near Hastings, Nebraska, known as Whelan Energy Center Unit #2. Nebraska City Utilities has a 4.55% or a 10 MW participation level from this plant, and began operations May of 2011. Nebraska City Utilities operates in the Southwest Power Pool geographical footprint.

### Electric Rate Schedules

The Board of Public Works recommends Nebraska City Utilities' electric rate schedule and rate regulation to the City Commission. All rate schedules are in ordinance form when approved by the City Commission along with various service conditions that apply for each rate. Rates are in the form of residential-urban and rural, business-urban and rural, intermediate business-urban and rural, large business/industrial, as well as municipal wholesale. For classification purposes, there are four classes - residential, business, industrial and wholesale.

Energy Sales and Customer Information

Energy Sales by Class (MWh)  
Fiscal Year Ending September 30

	2022	2023	2024
Residential			
Commercial			
Industrial			
Dusk to Dawn			
Street Lights			
Wholesale			
Total			

Customers by Class  
Fiscal Year Ending September 30

	2022	2023	2024
Residential			
Commercial			
Industrial			
Dusk to Dawn			
Street Lights			
Wholesale			
Total			

**Condensed Statement of Operations <sup>(1)</sup>**

	<b>Fiscal Year Ending September 30</b>		
	<b>2022</b>	<b>2023</b>	<b>2024</b>
Electric Operations:			
Electric Revenue			
Cost of Revenue			
Gross Margin			
Deferred Revenue to Rate Stabilization			
Other Direct (Net)			
Net Contribution			
Principal Payments			
Interest Payments			

<sup>(1)</sup> Figures as presented above do not include: unbilled revenue, general and administrative expense, depreciation expense, payment in lieu of taxes or interest earned. The Condensed Statement of Operations represents only electric operations.

**Selected Balance Sheet Information <sup>(1)</sup>**

	<b>Fiscal Year Ending September 30</b>		
	<b>2022</b>	<b>2023</b>	<b>2024</b>
Current Assets			
Total Assets			
Current Liabilities			
Total Debt			
Total Liabilities			
Total Equity			

<sup>(1)</sup> The Selected Balance Sheet Information is combined representing electric, gas, water and sewer operations. Bonds in the amount of \$3,345,000 for the electric department were called and retired in 2014. There is no debt for the electric department. The only debt is for the wastewater department in the amount of \$4,483,529.

**MISSOURI JOINT MUNICIPAL ELECTRIC UTILITY COMMISSION**

1808 I-70 Drive S.W.  
Columbia, MO 65203  
(573) 445-3279

**[UPDATE]**

**The Participant**

Missouri Joint Municipal Electric Utility Commission, a body public and corporate of the State of Missouri (“MJMEUC”), was created by contract as of May 1, 1979 (the “Joint Contract”) for the purpose of permitting cities, incorporated towns and villages of the State of Missouri that own and operate retail electric utility systems and that become parties to such contract (the “Contracting Municipalities” or the “Members”) to secure, by joint action among themselves, or by contract with other utilities, an adequate, reliable and economical supply of electric power and energy. The Joint Contract was entered into pursuant to the Joint Municipal Utility Commission Act, Sections 393.700 to 393.770, Revised Statutes of Missouri, as amended (the “Act”).

Under the Act, MJMEUC may construct, operate and maintain jointly owned generation, transmission and distribution facilities and related resources for the benefit of its Members. MJMEUC has the authority to enter into contracts for power supply, transmission service, and other services necessary for the operation of an electric utility.

Established by six charter Members, MJMEUC has grown to a membership of 67 municipally-owned retail electric systems ranging in size from 225 to 111,000 electric service meters, as of 2015 calendar year-end.

In order to become a Member, a city, town or village requesting membership must execute and deliver a supplement to the Joint Contract, satisfy certain requirements for membership as set forth in the Joint Contract, and be approved by the affirmative vote of two-thirds of the MJMEUC Board of Directors. Under the Act and the Joint Contract, each Member is represented on the Board of Directors by a director and alternate director, and are eligible to participate in all activities undertaken by MJMEUC on behalf of its Members.

In 1989, MJMEUC created a second category of membership, referred to as “advisory membership,” to allow rural electric cooperatives located within or outside of the State of Missouri and municipalities located outside the State of Missouri (both of which, in accordance with the Act and the Joint Contract, do not qualify for regular membership) to participate in MJMEUC's power supply programs and projects. MJMEUC's Advisory Members currently consist of one rural electric cooperative and four municipally-owned retail electric systems located in the State of Arkansas.

MJMEUC Members' and Advisory Members' electric systems serve over 493,000 retail customers, and have a combined peak load of approximately 3,100 MW, as of 2014 calendar year-end.

**Energy Pools**

MJMEUC operates two full requirements energy pools for certain of its Members: the Mid-Missouri Municipal Power-Energy Pool (“MMMPEP”), which consists of 12 municipal members, and the Missouri Public Energy Pool #1 (“MoPEP”), which consists of 35 municipal members.



*Mid-Missouri Municipal Power-Energy Pool*

The twelve municipal members of MMMPEP have entered into five year power purchase contracts with MJMEUC for the full power requirements of their respective municipality. These contracts began on March 1, 2013 and expire on May 31, 2018. Nebraska City 2 will not be dedicated by MJMEUC to supply electric power and energy to the MMMPEP members.

*Missouri Public Energy Pool #1*

MoPEP was formed for the benefit of those MJMEUC Members that are participating in MoPEP (the "Pool Power Purchasers"), pursuant to an agreement among MJMEUC and each Pool Power Purchaser (the "Pool Power Purchase Agreement"). MoPEP commenced operations on January 1, 2000. The Pool Power Purchase Agreement provides for MJMEUC to supply the full energy requirements of each Pool Power Purchaser. As of December 31, 2015, the Pool Power Purchasers currently consist of 35 of MJMEUC's Members who took full requirements service from MoPEP. The Pool Power Purchase Agreement does not have an established termination date and will remain in effect until cancelled as to all Pool Power Purchasers.

Nebraska City 2 will be used by MJMEUC to supply electric power and energy to the Pool Power Purchasers.

The Pool Power Purchasers directed MJMEUC to acquire ownership interests and/or long-term capacity entitlements in several generating facilities the first of which commenced operations in 2007.

MoPEP operations are governed by a committee (the "Pool Committee") consisting of one representative from each Pool Power Purchaser. Rates established by the Pool Committee for services to Pool Power Purchasers are based on recovery of all of MJMEUC's expenses, including expenses related to Nebraska City 2. Rates are established so as to charge each Pool Power Purchaser its proportionate share of all costs associated with MJMEUC's performance under the Pool Power Purchase Agreement, including costs related to Nebraska City 2. If the Pool Power Purchase Agreement is cancelled by a Pool Power Purchaser for any reason, the Pool Power Purchaser must continue to pay MoPEP monthly charges designed to recover the Pool Power Purchaser's allocable share of MJMEUC's direct costs associated with the Participation Agreement. Only the Pool Power Purchasers, and no other MJMEUC Members, are responsible for MJMEUC's obligations under the Participation Agreement.

**Pool Power Purchasers**

Each Pool Power Purchaser owns and operates an electric system for the distribution of electric power and energy, together with the additional facilities necessary to conduct its business. Twelve Pool Power Purchasers operate electric generating facilities, all the capacity of which is dedicated solely to MoPEP.

Retail electric service in areas adjoining the service areas of the Pool Power Purchasers is provided by investor-owned utilities ("IOUs") or rural electric cooperatives which, in some instances, also serve a limited number of customers within the corporate limits of the Pool Power Purchasers. Missouri law controls the boundaries of an electric utility's assigned service area, and changes to these boundaries must be approved by the Missouri PSC.

MoPEP has grown significantly since the pool commenced operations with nineteen Pool Power Purchasers in 2000. Most recently, MJMEUC commenced service to the Missouri city of Waynesville on March 1, 2013. The following table lists the Pool Power Purchasers, and shows their coincident peak

loads during 2015. Based on the U.S. Census Bureau population estimates for 2015, the population within the corporate limits of the Pool Power Purchasers was approximately 185,400.

<b>Pool Power Purchasers Peak Loads</b>		
<b>City</b>	<b>2015 Peak Load (MW)<sup>(1)</sup></b>	<b>Percent of Total</b>
Rolla	56.0	10.6%
Lebanon	54.9	10.4
Farmington	46.8	8.9
Marshall	38.4	7.3
Jackson	36.4	6.9
Harrisonville	25.4	4.8
Chillicothe	23.4	4.4
Macon	18.0	3.4
Trenton	17.2	3.3
Lamar	15.2	2.9
Higginsville	13.4	2.5
St. James	13.0	2.5
Waynesville	12.3	2.3
El Dorado Springs	12.2	2.3
Butler	11.4	2.2
Odessa	11.3	2.1
Fredericktown	11.0	2.1
Hermann	11.0	2.1
Ava	10.7	2.0
Carrollton	10.3	2.0
Palmyra	9.6	1.8
Bethany	9.4	1.8
Monroe City	8.8	1.7
Shelbina	7.1	1.4
Fayette	5.6	1.1
Memphis	4.8	0.9
Vandalia	4.7	0.9
Albany	4.3	0.8
Salisbury	4.3	0.8
Unionville	4.1	0.8
Thayer	4.0	0.8
Gallatin	3.7	0.7
Rock Port	2.5	0.5
Stanberry	2.4	0.5
LaPlata	<u>2.3</u>	<u>0.4</u>
	525.9	100.0%
Total Pool Power Purchasers Served by MoPEP as of December 31, 2015.....		
	35	

<sup>(1)</sup> Coincident peak occurred July 28, 2015.

On July 28, 2015, MoPEP achieved a 2015 Peak of 525.9 MW, an approximate one percent decrease from 2014.

### MoPEP Member Owned and Operated Generating Capacity

Currently, MoPEP has accepted 70 units with a total capacity of approximately 268 MW as Member Capacity. Pool Power Purchasers that own Member Capacity receive a credit for MoPEP's use of Member Capacity. The credit represents the market value for the capacity and energy. Many of the units dedicated to MoPEP are less than 2.5 MW and are principally older, diesel generators which are rarely dispatched. MoPEP does dispatch a 9.0 MW co-generation facility on a relatively frequent basis.

#### 2015 MoPEP Member Capacity

<u>Facility</u>	<u>Fuel Type</u>	<u>Capacity (MW)</u>	<u>2015 Capacity Factor</u>
Chillicothe Units 1 & 2	Natural Gas/Oil	80.0	< 1.0%
Macon Gas Turbine	Natural Gas	9.0	78.0% <sup>(1)</sup>
Marshall Units 4 & 5	Coal	21.0	3.0%
City of Jackson 10 Units	Natural Gas/Oil	21.0	< 1.0%
Other Peaking Units	Natural Gas/Oil	<u>137.0</u>	< 1.0%
Total Member Capacity		268.0	

<sup>(1)</sup> The capacity of this unit is based upon a summertime rating, determined with evaporation at 100°F. At lower temperatures, the output of the unit is well above 9.0 MW, and the unit regularly produces 10 MW.

The owners of Member Capacity are responsible for providing fuel and for keeping the units in good working order. All Member generating facilities have had and continue to receive proper maintenance and regularly scheduled overhauls. Since their initial in-service dates, many of the generating facilities have been refurbished, upgraded or expanded. The owners also are responsible for ensuring the units are in compliance with the existing requirements of the federal Clean Air Act ("CAA") covering fuel consumption restrictions.

### Off-System Sales

MJMEUC makes sales of power and energy from time to time in the spot market. In addition, MJMEUC has sold power and energy to other Missouri municipal utilities from MoPEP resources for periods up to 18 months. These off-system sales reduce MoPEP costs and/or increase contributions to reserves.

### Historical and Projected Energy Requirements

MoPEP's energy requirements have grown significantly since MoPEP commenced operations in 2000, due primarily to the addition of new members. MoPEP's energy requirements over the next five years are expected to stabilize near 2014 requirements which reflect a full year of service to all thirty-five members.

MJMEUC's projections of MoPEP's future energy requirements are based upon several factors including economic, historical and weather sensitivity data, membership load characteristics, generation availability and other related utility compliance requirements.

MJMEUC has engaged Leidos Engineering, LLC ("Leidos") to prepare a broad assessment and projection study covering the next twenty years, which will take into account all known significant factors, including load growth, plant closures, renewable generation, the expected regulatory

environment, including the Clean Power Plan, and other factors. Leidos' analysis will report on MoPEP and on each individual MJMEUC Member expressing a desire to participate in the study. An initial draft of the study is expected to be presented to MJMEUC in Spring 2016.

### HISTORICAL AND PROJECTED MoPEP ENERGY REQUIREMENTS

<u>Year</u>	<u>Historical Energy Requirements (MWh)</u>	<u>Year</u>	<u>Projected Energy Requirements (MWh)</u>
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#### Historical and Projected MoPEP Loads and Resources

MJMEUC previously has met the Pool Power Purchasers' power and energy requirements through a combination of purchased power, MJMEUC owned generation and the use of Member Capacity. MJMEUC expects to utilize direct ownership interests in several baseload generating facilities and unit contingent purchased power contracts to meet a substantial portion of its future obligations to the Pool Power Purchasers.

#### MJMEUC Owned Generation

##### *General.*

Beginning in 2006, MJMEUC began exploring opportunities to participate in the development and construction of generating units to meet its Members' and Advisory Members' growing load requirements and to replace power it had previously purchased under long- and short-term contracts. Pursuant to direction from its Members and Advisory Members, MJMEUC has acquired interests in various generation projects described below. MJMEUC may continue to evaluate other additional projects to provide capacity and energy to meet its Members' and Advisory Members' power supply needs. None of the revenues derived by MJMEUC from the sale of the capacity and output of any such project will be available for the payment of the costs of NC2.

##### *Plum Point Project.*

In March 2006, MJMEUC acquired an undivided interest in the Plum Point Energy Station, a 665 MW (net) coal-fired generating plant recently constructed in northeast Arkansas ("Plum Point"). MJMEUC's 22.11 percent undivided interest in Plum Point entitles MJMEUC to approximately 147 MW (net) of the capacity and output of such generating plant (such interest is referred to herein as the "Plum Point Project"). The Plum Point Energy Station commenced commercial operations on September 1, 2010.

MJMEUC has sold 127 MW of the capacity of the Plum Point Project to three of its Members (the Missouri cities of Poplar Bluff, Carthage and Malden) and to the four Advisory Members that are Arkansas cities (the cities of North Little Rock, Osceola, Benton and Piggott) pursuant to separate unit power purchase contracts. On June 9, 2011, MJMEUC voted to approve a proposal from the City of

Kennett, Missouri (“Kennett”) to terminate Kennett’s 20 MW unit power purchase contract associated with the Plum Point Project and to dedicate the full 20 MW of output to MoPEP to provide a portion of the electric power and energy requirements of the Pool Power Purchasers. In 2012, the Cities of Malden and Piggott agreed to assign 3 MW and 2 MW, respectively, for a combined 5 MW assignment to the City of Benton, Arkansas, effective April 1, 2014.

MJMEUC financed the cost of acquisition and construction of the Plum Point Project by the issuance of bonds pursuant to a trust indenture relating to the Plum Point Project and has and may continue to issue additional bonds thereunder in the future. As of December 31, 2015, the principal amount of currently outstanding bonds under the Plum Point Project trust indenture is \$290,450,000.

#### *Iatan Unit 2*

In August 2006, MJMEUC acquired an 11.76 percent undivided interest in the Iatan Unit 2 Generation Station, a 870 MW (net) coal-fired generating plant constructed at the Iatan Station site in Platte County, Missouri (“Iatan Unit 2”). MJMEUC’s undivided interest in Iatan Unit 2 and certain associated common facilities entitles MJMEUC to approximately 102 MW (net) of the capacity and output of Iatan Unit 2 (the “Iatan 2 Project”). Iatan Unit 2 commenced operation in January 2011.

MJMEUC allocated 30 percent of the Iatan 2 Project to the MoPEP and has entered into life-of-unit, take-or-pay power purchase agreements (the “Iatan Unit 2 Power Purchase Agreements”) with two of its Member municipalities (the Missouri cities of Independence and Columbia) for the sale of the remaining capacity and energy. The MoPEP agreement and the Iatan Unit 2 Power Purchase Agreements require MoPEP and the participating municipalities to pay all of MJMEUC’s cost associated with the Iatan 2 Project. MJMEUC financed the cost of acquisition and construction of the Iatan 2 Project by the issuance of bonds pursuant to a trust indenture relating to the Iatan 2 Project, and has and may continue to issue additional bonds thereunder in the future. As of December 31, 2015, the principal amount of currently outstanding bonds under the Iatan 2 Project trust indenture is \$249,670,000.

#### *Prairie State Project.*

In 2007, the MJMEUC acquired a 12.33 percent undivided interest in the Prairie State Energy Campus (“Prairie State”). Prairie State includes an approximately 1,600 MW (net) coal-fired, steam-electric generating station located in Washington, St. Clair and Randolph Counties, Illinois. Prairie State also includes transmission facilities to interconnect Prairie State with the grid at the delivery point; a water pipeline to the Kaskaskia River; a natural gas pipeline to deliver gas to the site; facilities for the disposal of coal combustion waste from the facilities; associated power plant facilities and equipment; and certain coal reserves, mine facilities, mining equipment and coal storage handling and conveying equipment. MJMEUC’s undivided interest in Prairie State entitles MJMEUC to approximately 195 MW (net) of the capacity and output of Prairie State (the “Prairie State Project”). Prairie State Unit 1 commenced operations in June 2012 and Prairie State Unit 2 commenced operations in November 2012.

MJMEUC has sold approximately 113 MW (58%) of the capacity of the Prairie State Project to the Missouri cities of Columbia, Kirkwood, Hannibal, Fulton, Marceline, Centralia and Kahoka pursuant to separate unit power purchase contracts. The balance of the capacity of the Prairie State Project (approximately 82 MW, or 42%) has been dedicated to MoPEP to provide a portion of the electric power and energy requirements of the Pool Power Purchasers.

In 2013, a power purchase agreement was reached between MoPEP and the City of Marceline, pursuant to which MoPEP purchases 4 MW of the capacity and energy that Marceline receives from the Prairie State Project until June 1, 2017, at which time this 4 MW of capacity is permanently assigned to

MoPEP and Marceline is discharged from all obligations in connection with the Prairie State Project. MoPEP now receives 86 MW, or 44%, of MJMEUC's total output from the Prairie State Project.

MJMEUC financed the cost of acquisition and construction of the Prairie State Project by the issuance of bonds pursuant to a trust indenture relating to the Prairie State Project, and may issue additional bonds thereunder in the future. As of December 31, 2015, the principal amount of currently outstanding bonds under the Prairie State Project trust indenture is \$778,460,000.

*Dogwood Generating Facility.*

In March 2012, MJMEUC acquired an 8.2 percent undivided interest in the Dogwood Generating Facility ("Dogwood"), an existing 610 MW (net) combined-cycle natural gas plant contained within a 67-acre parcel located within Pleasant Hill, Missouri, approximately 20 miles southeast of Kansas City, Missouri. MJMEUC's interest in Dogwood entitles it to approximately 50 MW (net) of the capacity, which output is solely dedicated to MoPEP (the "Dogwood Project").

Dogwood includes two Siemens Westinghouse model 501FD2 gas-fired turbines that were upgraded in 2009 to model 501FD3 specifications, two Toshiba heat recovery steam generators, a Toshiba steam turbine, three generator step-up transformers, associated buildings, and ancillary support facilities. The generating station was constructed by Black & Veatch. North American Energy Services operates and maintains Dogwood on behalf of the Dogwood ownership group.

Dogwood is within the SPP RTO geographical footprint, is located adjacent to an existing substation owned and operated by KCPL and GMO and includes three 161 kV interconnections and two 345 kV interconnections. The 161 kV steps down to 69kV and connects directly to the City of Harrisonville, Missouri, a MoPEP member.

MJMEUC financed the cost of acquisition of the Dogwood Project by the issuance of bonds pursuant to a trust indenture relating to the MoPEP power supply system. As of December 31, 2015, the principal amount of currently outstanding bonds under the MoPEP power supply system trust indenture attributable to the Dogwood Project is \$30,780,000.

*The Fredericktown Energy Center.*

On October 1, 2010, the MJMEUC Board of Directors gave final approval to construct, operate and finance the Fredericktown Energy Center, a two-unit natural gas fired turbine peaking capacity generating facility. MJMEUC is the sole owner of the Fredericktown Energy Center. The Fredericktown Energy Center is dedicated solely to MoPEP under the Pool Power Purchase Agreement.

The Fredericktown Energy Center includes two single-shaft turbine generators with a nominal net output capacity of approximately 12 MW each will serve MoPEP peaking capacity needs. The Fredericktown Energy Center was constructed to allow easy retrofitting for future potential combined-cycle operations, similar to MJMEUC's Laddonia Project (described below).

The Fredericktown Energy Center commenced operations in June 2015. The Fredericktown Energy Center will broaden MoPEP's supply portfolio providing efficient natural gas first peaking generation.

Natural gas supply is delivered to the project site through pipelines owned and operated by the local distribution company, Missouri Natural Gas Company ("Missouri Natural"), a subsidiary of Laclede Gas Company, who receives supply from the Mississippi River Transmission Company's ("MRT")

interstate transmission pipeline. The Fredericktown Energy Center will serve as a peaking capacity source for the foreseeable future and MJMEUC expects to purchase natural gas quantities from Missouri Natural under Missouri Natural's interruptible tariff rates.

The Fredericktown Energy Center is designed to meet best available air pollution control technology. The plant design complies with all emissions regulations and permit conditions, including all state and federal regulations.

MJMEUC financed the cost of acquisition of the Fredericktown Energy Center by the issuance of bonds pursuant to a trust indenture relating to the MoPEP power supply system. As of December 31, 2015, the principal amount of currently outstanding bonds under the MoPEP power supply system trust indenture attributable to the Fredericktown Energy Center is \$15,255,000.

#### *The Laddonia Project.*

The Laddonia Project is a nominal 12 MW generating facility near the City of Laddonia, Missouri, owned by MJMEUC. The generating facility, which commenced commercial operations in the third quarter of 2007, includes a gas-fired combustion turbine, a natural gas line and an electric substation. The heat generated from the turbine is used by POET Ethanol, LLC ("POET Ethanol") in its production of ethanol. In return for the use of the heat, POET Ethanol has agreed to pay a portion of the cost of the gas used by MJMEUC in the operation of the combustion turbine. In 2006, the Laddonia Project was financed through the Missouri Association of Municipal Utilities financing program pursuant to a 15-year capital lease (terminating in 2021). Lease payments are secured solely by the Laddonia Project's fixed assets. All of the capacity of the electric generating facility has been allocated to MoPEP.

#### **Power Purchase Contracts**

MJMEUC's existing long-term firm power purchase contracts include: (i) four contracts with the Southwestern Power Administration that together will provide a total of 24 MW with staggered 15-year maturities (with expected extensions beyond that) and (ii) a 100 MW cost-based contract previously with Ameren Energy Marketing Company ("AEM") that was transferred during a purchase of Ameren assets by Illinois Power Marketing Co. ("IPM"), a subsidiary of Dynegy, Inc., and expires in May 2021.

MJMEUC currently receives coal-fired energy under several unit-specific long-term power purchase contracts. These contracts include: (i) a 57 MW take-or-pay contract with the Omaha Public Power District ("OPPD") to purchase a share of the capacity and energy of OPPD's Nebraska City Unit 2 ("NC2") which expires in May 2049 (the "Participation Agreement"); and (ii) an approximately 50 MW contract with Plum Point Energy Associates ("PPEA"), a Delaware limited liability company, to purchase a share of the capacity and energy of PPEA's interest in the Plum Point Energy Station which expires in 2042.

MJMEUC currently receives renewable energy under several unit-specific long-term power purchase contracts. These contracts include: (i) a 5 MW contract with the Loess Hills Wind Farm, LLC, for the service from the wind farm located in City of Rock Port which expires in 2028; (ii) a 5.6 MW contract with the City of Lamar for all of the output and energy of a landfill gas-fired generating facility which expires in 2022; and (iii) a 3.2 MW contract with the MC Power, Inc. for all output and energy of a solar power generating facility which expires in 2039.

In September 2013, MJMEUC executed a long-term power purchase agreement with Marshall Wind Energy, LLC for the purchase of 20.0 MW capacity and energy from its wind farm. The facility is

expected to enter commercial operation in the second quarter of 2016. The capacity and energy is fully dedicated to MoPEP.

In January 2014, MJMEUC executed a long-term power purchase agreement with Black Oak Power Producers, LLC for the purchase of 3.8 MW capacity and energy from its landfill gas-powered electric generating facility located in Hartville, Missouri. The facility entered commercial operation in the first quarter of 2015. The capacity and energy is fully dedicated to MoPEP.

MJMEUC has also executed a Master Renewable Power Purchase Agreement dated August 4, 2014 between MJMEUC and MC Power for solar output of up to 12.8 MW to be located in certain MoPEP cities, with the term of the agreement for 25 years from the commercial operation date of each facility. While MJMEUC and MC Power are currently in the process of identifying and selecting cities for a number of sites, the first project broke ground in September 2014 at the City of Macon. This project has an output of approximately 3.2 MW and began commercial operations in May 2015. In July 2015, MJMEUC and MC Power held a groundbreaking ceremony for another 3.2 MW project at the City of Trenton which commenced operations in early fourth quarter of 2015. In August 2015, a groundbreaking ceremony was held in the City of Marshall for a further 3.2 MW solar project. To date, four MoPEP cities have broken ground for solar projects, with three in commercial operation.

#### Condensed Statement of Operations<sup>(1)</sup>

The following Condensed Balance Sheet and Condensed Statement of Operations for the last three fiscal years have been prepared by MJMEUC based upon audited financial statements. In MJMEUC's 2014 audit report, changes were made to how certain items are presented in the financial statements. To be consistent with 2013 presentation of financial activities, 2011 & 2012 financials reflect these reclassifications, which resulted in no change to either year's total net position. Copies of MJMEUC's audited financial statements may be obtained from the Missouri Public Utility Alliance website at [www.mputa.org](http://www.mputa.org) or by submitting a written request to the Chief Financial Officer, 1808 I – 70 Drive S.W., Columbia, Missouri 65203.

	MJMEUC		
	2022	2023	2024
Total Operating Revenue			
Total Operating Expenses			
Increase in Fund Equity			

<sup>(1)</sup> Figures represent those of MJMEUC's overall position which includes the MoPEP fund as one component. See statement of activities for the MoPEP fund below.



<b>Selected Balance Sheet Information <sup>(1)</sup></b>	<b>2022</b>	<b>2023</b>	<b>2024</b>
Current Assets			
Total Assets			
Current Liabilities			
Non-Current Liabilities			
Total Liabilities			
Total Equity			

(1) Figures represent those of MJMEUC’s overall position.

**MoPEP POOL FUND**  
**Condensed Statements of Operations and Changes in Fund Equity<sup>(1)</sup>**

	<u>2022</u>	<u>2023</u>	<u>2024</u>
<u>Revenues</u>			
Sale of Electricity Wholesale <sup>(1)</sup>			
Other Operating Revenue			
Total Revenues			
<u>Expenses</u>			
Purchased Power			
Power Generation			
Future Recoverable Costs			
Other Operating Expenses			
Depreciation			
Total Operating Expenses			
<u>Operating Income</u>			
Interfund Transfers In/(Out)			
Net Operating Income			
<u>Non-Operating Income/Expenses</u>			
Interest/Non-Operating Income			
Interest/Non-Operating Expense			
Total Non-Operating			
Increase in Fund Equity			
Fund Equity Beginning of Year			
Fund Equity End of Year			

<sup>(1)</sup> Figures represent those of MJMEUC, attributable to MoPEP operations, and do not include information regarding the 35 participating members' individual utility systems.

**INCLUSION BY REFERENCE**

The above information with respect to MJMEUC is only a summary. Certain additional complete information with respect to MJMEUC is contained in MJMEUC's Official Statement dated February 9, 2016 with respect to its Power Project Revenue Refunding Bonds (Prairie State Project), Series 2016A (the "MJMEUC 2016 Official Statement"). The information under the following captions in the MJMEUC 2016 Official Statement is incorporated by reference:

MJMEUC  
MISSOURI PUBLIC ENERGY POOL #1  
REGULATION OF MJMEUC AND THE POWER PURCHASERS  
Appendix A – Audited Financial Statements of MJMEUC as of December 31, 2014 and 2013

The MJMEUC 2016 Official Statement is currently on file with the Municipal Securities Rulemaking Board.

**NEBRASKA PUBLIC POWER DISTRICT**

1414 15<sup>th</sup> Street  
P. O. Box 499  
Columbus, NE 68602-0499  
(402) 564-8561

[UPDATE]

**The Participant**

Nebraska Public Power District (“NPPD”) is a public corporation and political subdivision of the State of Nebraska. Control of NPPD and its operations is vested in a Board of Directors consisting of 11 members popularly elected from districts comprising subdivisions of NPPD’s chartered territory.

Management and operation of NPPD is accomplished with a staff of approximately 2,000 employees. NPPD has the power, among other things, to acquire, construct and operate generating plants, transmission lines, substations and distribution systems and to purchase, generate, distribute, transmit and sell electric energy for all purposes. NPPD operates an integrated electric utility system including facilities for generation, transmission, and distribution of electric power and energy for sales at wholesale and retail. There are no investor-owned utilities providing retail electric service in Nebraska.

NPPD has no power of taxation, and no governmental authority has the power to levy or collect taxes to pay, in whole or in part, any indebtedness or obligation of or incurred by NPPD or upon which NPPD may be liable. Under its authorizing act (the “Act”), NPPD has the right of eminent domain. The property of NPPD, in the opinion of its General Counsel, is exempt under the State Constitution from taxation by the State and its subdivisions, but NPPD is required by the State Constitution and the Act to make payments in lieu of taxes which are distributed to the State and various governmental subdivisions.

**Service Territory, Transmission and Distribution**

NPPD’s chartered territory includes all or parts of 86 of the state’s 93 counties and more than 400 municipalities in the state. In 2014, NPPD served an average of 90,293 retail customers. Total retail revenues in 2014 were \$306.6 million. NPPD’s retail service territory includes 80 municipalities, of which 79 are municipal-owned distribution systems operated by NPPD for the municipality pursuant to a Professional Retail Operations Agreement (“PRO Agreement”), with retail revenues totaling \$252.6 million. In addition, NPPD serves certain rural areas at retail and several large industrial customers located in rural areas with retail revenues totaling \$54.0 million. NPPD also served the total wholesale requirements of 51 municipalities and 25 public power districts and cooperatives in 2014, with revenues totaling \$581.1 million. The contracts with these wholesale customers provided for NPPD to sell and each customer to purchase its total power and energy requirements from NPPD in such year.

NPPD owned and operated 5,225 miles of transmission and subtransmission lines as of December 31, 2015, encompassing nearly the entire state of Nebraska. NPPD became a transmission owning member of the Southwest Power Pool (“SPP”), a regional transmission organization, in 2009. NPPD files a rate with SPP annually that provides for the recovery of all transmission revenue requirements associated with transmission facilities equal to or greater than 115kV. SPP collects and reimburses NPPD for the use of NPPD’s transmission facilities by entities other than NPPD’s firm requirements customers and all transmission customers still served directly by NPPD through grandfathered Transmission Agreements (“T-2 Agreements”).

In 2014, NPPD's transmission revenue collected through its SPP rate was \$31.6 million. NPPD collects the revenues associated with the use of its transmission facilities not otherwise collected by SPP, from its General Firm Power Service ("GFPS") firm wholesale customers, which revenues were \$64.2 million in 2014, from its grandfathered T-2 Agreements, which revenues were \$9.1 million in 2014, and from its retail customers, which revenues were \$19.5 million in 2014.

If the GFPS or T-2 Agreements terminate, NPPD expects SPP would collect and remit the portion of these revenues associated with the use of NPPD's transmission facilities equal to or greater than 115 kV through the SPP rate. In this situation, NPPD would continue to bill and collect from these customers for the use of its transmission facilities less than 115 kV through a transmission interconnection agreement.

The District's high-voltage transmission system provides direct interconnections to the following regional utilities: OPPD, Lincoln, MidAmerican, Western, Tri-State Generation and Transmission Association, Inc., Basin Electric Power Cooperative ("Basin Electric"), KCPL, Associated Electric Cooperative, Inc., Sunflower Electric Power Corporation, Midwest Energy, Inc., and Westar Energy.

The installed thermal capacity of these direct interconnections is nearly 15,000 MW. In addition, the District's transmission system has two direct current ("DC") tie connections to the Western Electricity Coordinating Council transmission grid. The DC tie connections, which are owned by Tri-State Generation and Transmission Association, Inc., and Western, provide for limited transfer capability between the Eastern and Western Interconnections.

NPPD's subtransmission facilities are operated at 34.5 kV-69 kV and function as a radial power delivery system to provide for power deliveries primarily to NPPD's firm network load customers, which include rural public power districts, municipal systems, retail cities and towns, and large industrial customers.

### Owned and Operated Generating Units

<u>Type</u>	<u>Number of Plants<sup>(1)</sup></u>	<u>Summer 2015 Accredited Capability (MW)<sup>(2)</sup></u>	<u>Percent of Total</u>
Steam—Conventional <sup>(3)</sup> .....	3	1,695.0	55.6
Steam—Nuclear .....	1	764.0	25.1
Hydro .....	6	110.7	3.6
Diesel .....	12	91.4	3.0
Combustion Turbine <sup>(4)</sup> .....	3	125.3	4.1
Combined Cycle.....	1	220.0	7.2
Wind <sup>(5)</sup> .....	<u>8</u>	<u>42.7</u>	<u>1.4</u>
	34	3,049.1	100.0

(1) Includes three hydro plants and 12 diesel plants under contract to NPPD.

(2) Accreditation by SPP for the summer season 2015, pursuant to standard performance tests conducted by NPPD. Pursuant to agreements with other utilities, a portion of the accredited capability of certain generating plants has been sold to such utilities.

(3) Includes Gerald Gentleman Station, Sheldon Station, and Canaday Station.

(4) Includes the Hallam, Hebron, and McCook peaking turbines.

(5) Includes Ainsworth Wind Energy Facility and seven wind facilities under contract to NPPD.

## Electric Rate Schedules

NPPD has the power and is required to fix, establish and collect adequate rates and other charges for electrical energy and any and all commodities or services sold or furnished by it. Such rates and charges must be fair, reasonable and nondiscriminatory and adjusted in a fair and equitable manner to confer upon and distribute among the users and consumers of such commodities and services the benefits of a successful and profitable operation and conduct of the business of NPPD. In the opinion of the General Counsel to NPPD, NPPD's electric rates are not subject under present law to either State of Nebraska or federal regulation, except as modified by the Energy Policy Act of 2005. However, if NPPD is required to purchase the output from qualifying facilities under the federal Public Utility Regulatory Policies Act, the purchase price paid by NPPD for such output could be subject to standards set by the FERC regulations.

Pursuant to its General Resolution ("General Resolution") NPPD has covenanted to charge and collect rates and charges for the use or for the sale of the output, capacity or service by NPPD's system, which, together with other monies expected by NPPD to be available therefor, are expected to produce revenues in each fiscal year sufficient to pay the sum of: (i) all amounts estimated to be required to pay operating expenses during such fiscal year, (ii) a sum equal to 100 percent of the aggregate debt service for such fiscal year computed as of the beginning of such fiscal year, (iii) the amount, if any, to be paid during such fiscal year into the debt service reserve fund and (iv) amounts necessary to pay and discharge all charges and liens payable out of NPPD's revenues during such fiscal year including, but not limited to, payment of reimbursement obligations, credit obligations, and financial contracts. NPPD's obligations under the NC2 Agreement, including its obligation to pay a share of the cost of any deficit as a result of a defaulting power purchaser, are on a parity with NPPD's General Bonds. Amounts transferred to the stabilization account from the revenue account of the revenue fund shall not be deemed revenues in the year transferred and amounts withdrawn from the stabilization account and transferred to the revenue account shall be deemed to be revenues in the year withdrawn.

NPPD, in its accounting procedures, allocates costs between wholesale and retail service and establishes its rates to produce revenues sufficient to meet its estimated respective wholesale and retail revenue requirements. The rates for retail service include an amount to recover the costs of wholesale power service in addition to distribution system costs for the then current year. NPPD's wholesale power contracts provide for the establishment of cost-based rates. Such rates can be adjusted at such times as deemed necessary by NPPD. The wholesale power contracts also provide for the creation of a rate stabilization account. Any surplus or deficiency between revenues and revenue requirements, within certain limits set forth in the wholesale power contracts, may be retained in the rate stabilization account. Any amounts in excess of the limits will be included as an adjustment to revenue requirements in the next rate review. The wholesale power contracts also include a provision for establishing a new/replacement generation fund. This provision would permit NPPD to collect an additional 0.5 mills per kilowatt-hour ("kWh") above the normal revenue requirements to be used for future capital expenditures associated with generation.

NPPD's retail rates are adjusted from time to time as necessary. Franchises granted by certain cities and villages in which NPPD furnishes electric energy at retail provide that at no time shall NPPD charge a greater sum for electric energy than is charged by NPPD in other communities of like size and under similar conditions. The maximum charges allowed under the present franchises do not adversely affect NPPD's revenue-producing ability and allow sufficient margin for adjustment to enable NPPD to meet its obligations under the General Resolution. NPPD's policy is to finance part of the capital improvements to its electric system from revenues and it sets rates to effect this policy.

NPPD implemented a 0.6 percent increase in the District's wholesale rates on January 1, 2016, for those wholesale customers who signed the new 2016 20-year wholesale power contract, and a 3.8 percent increase in the District's wholesale rates on January 1, 2016, for those wholesale customers who remain under the 2002 20-year wholesale power contract. No increase in retail rates was implemented in 2016. NPPD implemented a 0.5 percent increase in wholesale rates commencing January 1, 2015. No increase in retail rates was implemented in 2015.

### NC2 Participation Agreement with Omaha Public Power District

Pursuant to NPPD's General Resolution, NPPD's obligations under the Participation Agreement for NC2, including its obligation to pay a share of the cost of any deficit as a result of defaulting power purchaser, are on a parity with NPPD's General Bonds.

### Energy Sales and Customer Information

	Energy Sales by Class (MWh) <sup>(1)</sup>		
	2022	2023	2024
Retail Sales			
Wholesale Sales			
Participation Sales			
Other Sales			
Total			

(1) Figures from 2012 and 2013 Participation Sales and Other Utilities were reclassified to conform to the 2014 presentation.

	Firm Requirement Customers by Class		
	2022	2023	2024
Retail			
Wholesale			

### Condensed Statement of Operations (In Thousands)

	2022	2023	2024
Total Operating Revenue			
Total Operating Expense			
Total Interest/Other Income			
Total Interest/Other Expense			
Net Revenue			
Net Revenues-General Resolution			
Debt Service for General Bonds			
Debt Service Ratio			

Selected Balance Sheet Information (In Thousands)

	2022	2023	2024
Utility Plant, net			
Special Purpose Funds			
Current Assets			
Deferred Outflows and Other Assets			
Total Assets			
Net Position			
Long-Term Debt			
Current Liabilities			
Deferred Inflows and Other Liabilities			
Total Net Position and Liabilities			

INCLUSION BY REFERENCE

The above information with respect to NPPD is only a summary. More complete information with respect to NPPD is contained in NPPD’s Official Statement dated January 26, 2016 with respect to its General Revenue Bonds, 2016 Series A and Series B (the “NPPD 2025 Series A and Series B Official Statement”). The information under the following captions in the NPPD 2016 Series A and Series B Official Statement is incorporated by reference:

THE DISTRICT  
RECENT DEVELOPMENTS  
SECURITY FOR THE GENERAL BONDS  
RATES  
THE CUSTOMERS  
THE SYSTEM  
POWER, TRANSMISSION AND CERTAIN OTHER AGREEMENTS  
FINANCIAL INFORMATION  
SYSTEM GENERATION, TRANSMISSION AND OTHER FACILITIES  
Appendix A – Financial Statements of the General System of Nebraska Public Power District  
Appendix B – Description of Certain Provisions of the General Resolution

The NPPD 2025 Series A and Series B Official Statement is currently on file with the Municipal Securities Rulemaking Board.



## FORMS OF CONTINUING DISCLOSURE UNDERTAKING

### 1. Continuing Disclosure Undertaking of the District.

*Following is the text of a Section of the Omaha Public Power District Resolution No. [\_\_\_\_\_] comprising the District's continuing disclosure undertaking pursuant to Securities and Exchange Commission Rule 15c2-12.*

#### *Undertaking To Provide Ongoing Disclosure.*

(a) This section constitutes the written undertaking for the benefit of the holders of the 2025 Bonds required by Section (b)(5)(i) of Securities and Exchange Commission Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (17 C.F.R. § 240.15c2-12) (the "Rule"). Capitalized terms used in this section and not otherwise defined herein shall have the meanings assigned such terms in subsection (d) hereof. It being the intention of the parties that there be full and complete compliance with the Rule, this section shall be construed in accordance with the written interpretative guidance and no-action letters published from time to time by the Securities and Exchange Commission and its staff with respect to the Rule and in accordance with amendments to the Rule adopted or effective after the date of Resolution No. 6019.

(b) The District, as an "obligated person" within the meaning of the Rule, undertakes to provide the following information to the Municipal Securities Rulemaking Board (the "MSRB") in an electronic format as prescribed by the MSRB as provided in this section:

- (i) Annual Financial Information;
  - (ii) Audited Financial Statements, if any; and
  - (iii) Required Event Notices.
- (c) (i) The District shall, while any 2025 Bonds are Outstanding, provide the Annual Financial Information on or before the date which is one hundred eighty (180) days after the end of each fiscal year of the District (the "Report Date"), beginning in 2025. If the District changes its fiscal year, it shall provide written notice of the change of fiscal year to the MSRB. It shall be sufficient if the District provides to the MSRB any or all of the Annual Financial Information by specific reference to documents previously provided to the MSRB or filed with the Securities and Exchange Commission and, if such a document is a final official statement within the meaning of the Rule, available from the MSRB.
- (ii) If not provided as part of the Annual Financial Information, the District shall provide the Audited Financial Statements to the MSRB, when and if available while any 2025 Bonds are Outstanding.
- (iii) If a Notice Event occurs while any 2025 Bonds are Outstanding, the District shall provide a Required Event Notice in a timely manner (not in excess of 10 business days after the occurrence of such Notice Event) to the MSRB. Each Required Event Notice shall be so captioned and shall prominently state the date, title and CUSIP numbers of the 2025 Bonds.

(iv) The District shall provide in a timely manner to the MSRB notice of any failure by the District while any 2025 Bonds are Outstanding to provide to the MSRB, Annual Financial Information on or before the Report Date.

(v) All documents provided to the MSRB shall be accompanied by identifying information as prescribed by the MSRB and shall be in an electronic format as prescribed by the MSRB.

(d) The following are the definitions of the capitalized terms used in this Article X and not otherwise defined in this Resolution:

(i) “Annual Financial Information” means the financial information or operating data with respect to the District’s Separate System, provided at least annually, of the type included in the final official statement with respect to the 2025 Bonds under the headings “SEPARATE SYSTEM”; “SUMMARY OF CERTAIN PROVISIONS OF PARTICIPATION POWER AGREEMENTS—Participant’s Shares”; and “DEBT SERVICE ON SEPARATE SYSTEM BONDS.” The financial statements included in the Annual Financial Information shall be prepared in accordance with generally accepted accounting principles (“GAAP”) for governmental units as prescribed by the Governmental Accounting Standards Board (“GASB”). Such financial statements may, but are not required to be, Audited Financial Statements.

(ii) “Audited Financial Statements” means the District’s annual financial statements, prepared in accordance with GAAP for governmental units as prescribed by GASB, which financial statements shall have been audited by such auditor as shall be then required or permitted by the laws of the State.

(iii) “Notice Event” means any of the following events with respect to the 2025 Bonds:

- (A) Principal and interest payment delinquencies;
- (B) Non-payment related defaults, if material;
- (C) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (D) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (E) Substitution of credit or liquidity providers, or their failure to perform;
- (F) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices of determinations with respect to the tax status of the 2025 Bonds or other material events affecting the tax-exempt status of the 2025 Bonds;
- (G) Modifications to rights of holders of the 2025 Bonds, if material;

- (H) 2025 Bond calls, if material, and tender offers;
- (I) Defeasances;
- (J) Release, substitution or sale of property securing repayment of the 2025 Bonds, if material;
- (K) Rating changes;
- (L) Bankruptcy, insolvency, receivership or similar events relating to the District;
- (M) The consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of the assets of the District, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (N) Appointment of a successor or additional trustee or the change of name of a trustee, if material;
- (O) Incurrence of a financial obligation of the District, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the District, any of which affect holders, if material; and
- (P) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the District, any of which reflects financial difficulties.

(iv) “Required Event Notice” means written or electronic notice of a Notice Event.

(e) (i) The continuing obligation hereunder of the District to provide Annual Financial Information, Audited Financial Statements, if any, and Required Event Notices shall terminate immediately once the 2025 Bonds no longer are Outstanding. This section, or any provision hereof, shall be null and void in the event that the District obtains an opinion of nationally recognized bond counsel to the effect that those portions of the Rule which require this section, or any such provision, are invalid, have been repealed retroactively or otherwise do not apply to the 2025 Bonds, provided that the District shall have provided notice of such delivery and the cancellation of this section to the MSRB.

(ii) This section may be amended without the consent of the holders of the 2025 Bonds, but only upon the delivery to the District of an opinion of nationally recognized bond counsel to the effect that such amendment, and giving effect thereto, will not adversely affect the compliance of this section and with the Rule, provided that the District shall have provided notice of such delivery and of the amendment to the MSRB. Any such amendment shall satisfy, unless otherwise permitted by the Rule, the following conditions:

(A) The amendment may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law or change in the identity, nature or status of the obligated person or type of business conducted;

(B) This section, as amended, would have complied with the requirements of the Rule at the time of the primary offering, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(C) The amendment does not materially impair the interests of holders of the 2025 Bonds, as determined either by parties unaffiliated with the District (such as nationally recognized bond counsel), or by approving vote of holders of the 2025 Bonds pursuant to the terms of the Resolution at the time of the amendment.

The initial Annual Financial Information after the amendment shall explain, in narrative form, the reasons for the amendment and the effect of the change, if any, in the type of operating data or financial information being provided.

(f) Any failure by the District to perform in accordance with this section shall not constitute an “Event of Default” under the Resolution, and the rights and remedies provided by the Resolution upon the occurrence of an “Event of Default” shall not apply to any such failure. In the event of a breach by the District of any of its obligations under this section, any owner of any interest in the 2025 Bonds may bring an action against the District for specific performance to cause the District to perform its obligations hereunder, but shall have no other remedy for such breach.

## **2. Continuing Disclosure Agreement of the Participants.**

*Following is the text of the form of Continuing Disclosure Agreement between each Participant and the District comprising the Participant’s continuing disclosure undertaking pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i).*

§ \_\_\_\_\_  
**OMAHA PUBLIC POWER DISTRICT (NEBRASKA)  
SEPARATE ELECTRIC SYSTEM REVENUE BONDS (NEBRASKA CITY 2)  
2025 SERIES A**

THIS CONTINUING DISCLOSURE AGREEMENT, dated as of \_\_\_\_\_, 2025 (this “Disclosure Agreement”), is executed and delivered by the undersigned (the “Participant”) and Omaha Public Power District, in its capacity as Dissemination Agent hereunder (the “Dissemination Agent”) and in its capacity as Issuer (the “Issuer”) of the above-captioned bonds (the “Bonds”) issued pursuant to the Issuer’s Resolution No. [\_\_\_\_\_] adopted June 19, 2025 (the “Resolution”). The Participant and the Issuer covenant and agree as follows:

**Section 1. Purpose of the Disclosure Agreement.** This Disclosure Agreement is being executed and delivered by the Participant, the Dissemination Agent and the Issuer for the benefit of the Holders and Beneficial Owners of the Bonds and in order to assist the Participating Underwriters in complying with, and constitutes the written undertaking of the Participant for the benefit of the

Bondholders required by, Section (b)(5)(i) of Securities and Exchange Commission Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (17 C.F.R. § 240.15c2-12) (the “Rule”).

The Participant, as an “obligated person” within the meaning of the Rule, undertakes to provide the following information as provided in this Disclosure Agreement:

- (1) Annual Financial Information; and
- (2) Audited Financial Statements, if any.

**Section 2. Definitions.** In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“*Annual Financial Information*” means, in the case of the Participant, the financial information or operating data, provided at least annually, of the type included in the Participant’s section of Appendix A of the final official statement with respect to the Bonds as more specifically set forth in Exhibit A hereto, which Annual Financial Information may, but is not required to, include Audited Financial Statements. Annual Financial Information which consists of financial information derived from financial statements of the Participant (and not operating data) shall be prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board.

“*Audited Financial Statements*” means, in the case of the Participant, the annual audited financial statements of the Participant, if any. Audited Financial Statements shall be prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board.

“*Beneficial Owners*” means any person who has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds, including persons holding Bonds through nominees or depositories.

“*Dissemination Agent*” means initially, Omaha Public Power District, acting in its capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the Issuer.

“*Holders*” means either the registered owners of the Bonds, or, if the Bonds are registered in the name of The Depository Trust Participant or another recognized depository, any applicable participant in its depository system.

“*MSRB*” means the Municipal Securities Rulemaking Board.

“*Participant Report Date*” has the meaning set forth in Section 3(a) hereof.

“*Participating Underwriters*” means the original underwriters of the Bonds required to comply with the Rule in connection with offering of the Bonds.

“*Participation Agreement*” means the Participation Power Agreements dated January 15, 2004, between the District and each Participant and any replacements thereof, as the same may be amended from time to time, which contain commitments by the Participants to finance and pay for the construction and operation of the Separate System.

### **Section 3. Provision of Annual Reports.**

(a) While any Bonds are outstanding, the Participant shall, or upon written direction shall cause the Dissemination Agent to, provide the Annual Financial Information on or before the 210th day after the end of each fiscal year (the "Participant Report Date"), beginning on or after the date hereof, to the MSRB. If the Dissemination Agent is to provide the Annual Financial Information, not later than 15 Business Days (as defined in the Resolution) prior to said date, the Participant shall provide the Annual Financial Information to the Dissemination Agent. The Participant shall include with each such submission of Annual Financial Information to the Dissemination Agent a written representation addressed to the Dissemination Agent, upon which the Dissemination Agent may conclusively rely, to the effect that the Annual Financial Information is the Annual Financial Information required to be provided by it pursuant to this Disclosure Agreement and that it complies with the applicable requirements of this Disclosure Agreement. In each case, the Annual Financial Information may be submitted as a single document or as a set of documents, and all or any part of such Annual Financial Information may be provided by specific cross-reference to other documents available to the public on the MSRB's internet website, or filed with the Securities and Exchange Commission. The Audited Financial Statements, if any, may, but are not required to be, provided as a part of the Annual Financial Information.

If not provided as part of the Annual Financial Information, the Participant shall, or, upon furnishing such Audited Financial Statements to the Dissemination Agent shall cause the Dissemination Agent to, provide Audited Financial Statements when and if available while any Bonds are Outstanding to the MSRB.

If by 15 Business Days prior to a Participant Report Date the Dissemination Agent has not received a copy of the Annual Financial Information, the Dissemination Agent shall contact the Participant to give notice that the Dissemination Agent has not received the Annual Financial Information and that such information must be provided to the MSRB, by the applicable Participant Report Date.

The Dissemination Agent shall, to the extent the Participant has provided the Annual Financial Information to the Dissemination Agent and required such information be sent to the MSRB, file a report with the Participant certifying that the Annual Financial Information has been provided by the Dissemination Agent to the MSRB pursuant to this Disclosure Agreement, stating the date it was provided.

If the Dissemination Agent does not receive the Annual Financial Information from the Participant required by clause (a) of this Section by the applicable Participant Report Date, the Dissemination Agent shall, without further direction or instruction from the Participant, provide to the MSRB, notice of any such failure to provide to the Dissemination Agent Annual Financial Information by the applicable Participant Report Date. For the purposes of determining whether information received from the Participant is Annual Financial Information, the Dissemination Agent shall be entitled conclusively to rely on the written representation made by the Participant pursuant to this Section.

All information provided by a Participant to the MSRB or to the Dissemination Agent pursuant hereto shall be provided in an electronic format as prescribed by the MSRB.

**Section 4. Termination of Reporting Obligation.** The Participant's, and the Dissemination Agent's and the Issuer's obligations under this Disclosure Agreement shall automatically terminate once the Bonds are no longer Outstanding.

**Section 5. Dissemination Agent.** The Issuer may, from time to time, with written notice to the Participant, appoint or engage a third-party Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent, upon notice to the Dissemination Agent. The initial Dissemination Agent shall be the Issuer. To the extent any Dissemination Agent engaged by the Issuer requires payment of a fee, or the Issuer incurs any expenses in discharging its obligations hereunder, the Participant shall promptly reimburse the Issuer for its pro rata portion of such fees (determined in such manner as pro rata payments are determined under the Participation Agreement).

**Section 6. Amendment; Waiver.** Notwithstanding any other provision of this Disclosure Agreement, the Participant, the Dissemination Agent and the Issuer may amend this Disclosure Agreement and any provision of this Disclosure Agreement may be waived by the parties hereto, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws, acceptable to the Participant and the Issuer, to the effect that such amendment or waiver would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule, provided that the Participant shall have provided notice of such delivery and of the amendment to the MSRB, provided that neither the Issuer nor the Dissemination Agent shall be obligated to agree to any amendment that modifies the duties or liabilities of the Dissemination Agent or the Issuer without their respective consent thereto. Any such amendment shall satisfy, unless otherwise permitted by the Rule, the following conditions:

(i) The amendment may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law or change in the identity, nature or status of the obligated person or type of business conducted;

(ii) This Disclosure Agreement, as amended, would have complied with the requirements of the Rule at the time of the primary offering, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(iii) The amendment does not materially impair the interests of Beneficial Owners and Holders of any of the Bonds, as determined either by parties unaffiliated with the Participant (such as counsel expert in federal securities laws), or by approving vote of Bondholders pursuant to the terms of the Resolution at the time of the amendment. The initial Annual Financial Information after the amendment shall explain, in narrative form, the reasons for the amendment and the effect of the change, if any, in the type of operating data or financial information being provided.

**Section 7. Additional Information.** Nothing in this Disclosure Agreement shall be deemed to prevent the Participant from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Financial Information or other disclosure, in addition to that which is required by this Disclosure Agreement. If the Participant chooses to include any information in any Annual Financial Information or other disclosure in addition to that which is specifically required by this Disclosure Agreement, the Participant shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Financial Information.

**Section 8. Default.** In the event of a failure of the Participant, the Dissemination Agent or the Issuer to comply with any provision of this Disclosure Agreement, the Issuer, may, on its own behalf, or at the written direction of a Participating Underwriter, or the Holders of at least 25% in aggregate principal amount of Outstanding Bonds, shall, but only to the extent the Issuer receives indemnification to its satisfaction, or any Beneficial Owner or Holder of any of the Bonds may, seek mandate or specific performance by court order, to cause the Participant, the Dissemination Agent or the Issuer, as the case may be, to comply with its obligations under this Disclosure Agreement; provided that neither the Participant, the Dissemination Agent nor the Issuer shall be liable for monetary damages or any other monetary penalty or payment for breach of any of its obligations under this Section or unless, in the case of the Participant, such breach shall have been willful or reckless. A default under this Disclosure Agreement shall not be deemed an Event of Default under the Resolution or Participation Agreement, and the rights and remedies provided by the Resolution or Participation Agreement upon the occurrence of an “Event of Default” shall not apply to any such failure. The sole remedy under this Disclosure Agreement in the event of any failure of the Participant, the Dissemination Agent or the Issuer to comply with this Disclosure Agreement shall be an action to compel performance.

**Section 9. Duties, Immunities and Liabilities of Issuer and Dissemination Agent.** The Dissemination Agent (if other than the Issuer or the Issuer in its capacity as Dissemination Agent) and the Issuer shall have only such duties as are specifically set forth in this Disclosure Agreement. The Dissemination Agent and Issuer shall be paid compensation by the Participant for its services provided hereunder and all expenses, legal fees and advances made or incurred by the Dissemination Agent hereunder. Neither the Dissemination Agent nor the Issuer shall have any duty or obligation to review any information provided to it by the Participant hereunder or shall be deemed to be acting in a fiduciary capacity for the Participant, the Holders or Beneficial Owners of the Bonds or any other party. The obligations of the Participant under this Section shall survive resignation or removal of the Dissemination Agent or Issuer.

**Section 10. Beneficiaries.** This Disclosure Agreement shall inure solely to the benefit of the Participant, the Issuer, the Participating Underwriters and the Beneficial Owners and Holders of any Bonds and shall create no rights in any other person or entity.

**Section 11. Interpretation.** It being the intention of the Participant and the Issuer that there be full and complete compliance with the Rule, this Disclosure Agreement shall be construed in accordance with the written guidance and no-action letters published from time to time by the MSRB and the Securities and Exchange Commission and its staff with respect to the Rule.

**Section 12. Governing Law.** This Disclosure Agreement shall be governed by the laws of the State of Nebraska.

**Section 13. Counterparts.** This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Remainder of Page Left Blank Intentionally]



## EXHIBIT A

The sections referenced in Exhibit A for each Participant shall be as follows:

*Central Minnesota Municipal Power Agency:* “Energy Sales and Customer Information (for all Participating Members); “Condensed Statement of Operations”; “Selected Balance Sheet Information.”

*City of Falls City, Nebraska:* “Energy Sales and Customer Information”; “Condensed Statement of Operations”; “Selected Balance Sheet Information.”

*City of Grand Island, Nebraska:* “Energy Sales and Customer Information”; “Condensed Statement of Operations”; “Net Revenues Available for Debt Service”; “Selected Balance Sheet Information.”

*City of Independence, Missouri:* “Energy Sales and Customer Information”; “Condensed Statement of Operations”; “Net Revenues Available for Debt Service”; “Selected Balance Sheet Information.”

*City of Nebraska City, Nebraska:* “Energy Sales and Customer Information”; “Condensed Statement of Operations”; “Selected Balance Sheet Information.”

*Missouri Joint Municipal Electric Utility Commission:* “Pool Power Purchasers Peak Loads”; “Condensed Statement of Operations”; “Selected Balance Sheet Information”; “MoPEP POOL FUND Condensed Statements of Operations and Changes in Fund Equity.”

*Nebraska Public Power District:* “Energy Sales and Customer Information”; “Condensed Statement of Operations”; “Selected Balance Sheet Information.”

**APPENDIX C**  
**FORM OF BOND COUNSEL OPINION**

**Kutak Rock LLP**  
The Omaha Building | 1650 Farnam Street, Omaha, NE 68102-2103  
office 402.346.6000

[CLOSING DATE]

Omaha Public Power District  
444 South 16 Street Mall  
Omaha, NE 68102-2247

§ \_\_\_\_\_  
OMAHA PUBLIC POWER DISTRICT  
Separate Electric System Revenue Bonds (Nebraska City 2), 2025 Series A

Ladies and Gentlemen:

We have examined proceedings relating to the issuance by the Omaha Public Power District (the “District”) of its Separate Electric System Revenue Bonds (Nebraska City 2), 2025 Series A (the “2025 Bonds”). The 2025 Bonds are issued under the provisions of the hereinafter-described Authorizing Resolutions.

The 2025 Bonds recite that they are issued for valid corporate purposes of the District under the authority of and in full compliance with the Constitution and laws of the State of Nebraska, including Chapter 70, Article 6 of the Nebraska Reissue Revised Statutes, as amended, and the Authorizing Resolutions.

We have examined the Constitution and statutes of the State of Nebraska and a certified transcript of the proceedings of the Board of Directors of the District authorizing or relating to the issuance of the 2025 Bonds, including the following resolutions adopted by the Board of Directors of the District:

1. Resolution No. 5472, adopted on November 17, 2005 as amended by Resolution No. 6019 adopted on November 13, 2014 (the “General Resolution”), pursuant to which the District has authorized and issued its Separate Electric System Revenue Bonds (Nebraska City 2);

2. Resolution No. [\_\_\_\_\_] adopted on June 19, 2025, pursuant to which, together with the General Resolution, the District has issued the 2025 Bonds (Resolution No. [\_\_\_\_\_] and the General Resolution are herein collectively referred to as the “Authorizing Resolutions”); and

3. Such other documentation and certificates as we deem relevant and necessary in rendering this opinion.

Based on such examination, we are of the opinion that:

1. Pursuant to the Constitution and statutes of the State of Nebraska, the District is empowered to issue the 2025 Bonds. The 2025 Bonds (a) constitute valid and legally binding obligations of the District in accordance with their terms; (b) are issued on a parity with all bonds previously issued pursuant to the General Resolution and any bonds of the District which, pursuant to the General Resolution, may be hereafter issued on a parity with the 2025 Bonds and are payable solely from and secured by a pledge of and lien upon the Revenues of the Separate System, as defined in the General Resolution, subject to the prior payment therefrom of the Operating Expenses of the Separate System, as defined in the General Resolution; and (c) are entitled to the benefits and security provided by the agreements and covenants contained in the Authorizing Resolutions, which are valid, legally binding and enforceable upon the District according to its terms.

2. Under existing laws, regulations, rulings and judicial decisions, interest on the 2025 Bonds is not includable in gross income for federal income tax purposes. Interest on the 2025 Bonds does not constitute an item of tax preference for purposes of the alternative minimum tax imposed on individuals by the Internal Revenue Code of 1986, as amended (the "Code"). Interest on the 2025 Bonds may affect the federal alternative minimum tax imposed on certain corporations. The opinions set forth in this paragraph are subject to continuing compliance by the District with covenants regarding federal tax law contained in the Authorizing Resolutions. Failure to comply with such covenants could cause interest on the 2025 Bonds to be included in gross income retroactive to the date of issue of the 2025 Bonds. Although we are of the opinion that interest on the 2025 Bonds is excluded from gross income for federal income tax purposes, the accrual or receipt of interest on the 2025 Bonds may otherwise affect the federal income tax liability of the recipient. The extent of these other tax consequences will depend upon the recipient's particular tax status and other items of income or deduction. We express no opinion regarding any such consequences.

3. Under existing laws, regulations and judicial decisions, interest on the 2025 Bonds is exempt from all present Nebraska state income taxes.

The obligations of the District contained in the 2025 Bonds and the Authorizing Resolutions, and the enforceability thereof, are subject to general principles of equity which may permit the exercise of judicial discretion, the reasonable exercise in the future by the State of Nebraska and its governmental bodies of the police power inherent in the sovereignty of the State, applicable bankruptcy, insolvency, moratorium or similar laws relating to or affecting creditors' rights generally and the exercise by the United States of America of the powers delegated to it by the Constitution of the United States of America.

The scope of our engagement has not extended beyond the examinations and the rendering of the opinions expressed herein. This letter is issued to and for the sole benefit of the above addressees and is issued for the sole purpose of the transaction specifically referred to herein. No person other than the above addressees may rely upon this letter without our express prior written consent. This letter may not be utilized by you for any other purpose whatsoever and may not be quoted by you without our express prior written consent. We have not assumed any responsibility with respect to the creditworthiness of the security for the 2025 Bonds, and our engagement as bond counsel with respect to the transaction referred to herein terminates upon the date of this letter. We assume no obligation to review or supplement this letter subsequent to its date, whether by reason of a change in the current laws, by legislative or regulatory action, by judicial decision or for any other reason.

Respectfully submitted,

**APPENDIX D**  
**SCHEDULE OF REFUNDED BONDS**

<b>Series</b>	<b>Maturity Date (February 1)</b>	<b>Amount Refunded</b>	<b>Interest Rate</b>	<b>CUSIP Numbers</b>
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**APPENDIX E**

**SPECIAL PURPOSE FINANCIAL STATEMENT FOR YEAR ENDED DECEMBER 31, 2024  
OMAHA PUBLIC POWER DISTRICT NEBRASKA CITY STATION UNIT NO. 2**

# Omaha Public Power District Nebraska City Station Unit 2

Special-Purpose Financial Statement for the  
Year Ended December 31, 2024, and  
Independent Auditor's Report

## **Independent Auditor's Report**

Board of Directors  
Omaha Public Power District  
Omaha, Nebraska

### ***Opinion***

We have audited the special-purpose financial statement of the Omaha Public Power District ("OPPD") Nebraska City Station Unit 2 ("NC2") for production facility operations costs (contractual basis) for the year ended December 31, 2024 and the related notes to the special-purpose financial statement.

In our opinion, the accompanying special-purpose financial statement referred to above presents fairly, in all material respects, the production facility operations costs of NC2 for the year ended December 31, 2024 in accordance with the financial reporting provisions of the Participation Power Agreements dated January 15, 2004 (the contract).

### ***Basis for Opinion***

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the "Auditor's Responsibilities for the Audit of the Special-Purpose Financial Statement" section of our report. We are required to be independent of OPPD and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### ***Emphasis of Matter – Basis of Accounting***

We draw attention to Note 2 of the special-purpose financial statement, which describes the basis of accounting. The special-purpose financial statement is prepared by OPPD on the basis of the financial reporting provisions of the contract, which is a basis of accounting other than accounting principles generally accepted in the United States of America, to comply with the financial reporting provisions of the contract referred to above. As a result, the special-purpose financial statement may not be suitable for another purpose. Our opinion is not modified with respect to this matter.

### ***Responsibilities of Management for the Special-Purpose Financial Statement***

Management is responsible for the preparation and fair presentation of the special-purpose financial statement in accordance with the financial reporting provisions of the contract. Management is also responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the special-purpose financial statement that is free from material misstatement, whether due to fraud or error.

***Auditor's Responsibilities for the Audit of the Special-Purpose Financial Statement***

Our objectives are to obtain reasonable assurance about whether the special-purpose financial statement as a whole is free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the special-purpose financial statement.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the special-purpose financial statement, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the special-purpose financial statement.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of NC2's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the special-purpose financial statement.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

**Restriction on Use**

Our report is intended solely for the information and use of OPPD and members of management and Board of Directors, as applicable, of the Participants of the Participation Power Agreement and is not intended to be and should not be used by anyone other than these specified parties.

**Forvis Mazars, LLP**

Omaha, Nebraska  
March 20, 2025



OMAHA PUBLIC POWER DISTRICT  
NEBRASKA CITY STATION UNIT 2

SPECIAL-PURPOSE FINANCIAL STATEMENT  
FOR PRODUCTION FACILITY OPERATIONS COSTS  
FOR THE YEAR ENDED DECEMBER 31, 2024  
(In thousands)

COSTS BY TYPE

VARIABLE ENERGY (Note 3)	\$ 60,344
OPERATING (Note 4)	
Operation	19,703
Maintenance	10,233
Administrative and general	12,366
Other	933
Total operating	43,235
PARTICIPANT (Note 5)	
NC2 capital costs	17,826
Terminal removal costs	610
Inventory carrying charge	198
Professional services and other business expenses	89
Reimbursements	(430)
Total participant	18,293
INDIVIDUAL (Note 6)	
Debt service costs	13,779
Integrated Marketplace, overscheduled and station use energy charges	727
Bond administration costs	7
Total individual	14,513
TOTAL OPERATIONS COSTS	\$ 136,385

See notes to special purpose financial statement

# **OMAHA PUBLIC POWER DISTRICT NEBRASKA CITY STATION UNIT 2**

## **NOTES TO SPECIAL-PURPOSE FINANCIAL STATEMENT FOR THE YEAR ENDED DECEMBER 31, 2024**

### **1. GENERAL**

Nebraska City Station Unit 2 (NC2) is a coal-fired electric generating facility adjacent to Nebraska City Station Unit 1 (NC1), located south of Nebraska City, Nebraska. The facility is wholly owned and operated by Omaha Public Power District (OPPD). On January 15, 2004, Participation Power Agreements (PPA) were executed with seven public power and municipal utilities (Participants) for the purchase of a combined 50% of the output of NC2 over a 40-year period.

On April 29, 2009, NC2 was declared commercially operational and made available for Participant scheduling as of May 1, 2009. Costs of operating and constructing the facility are being recovered from Participants for their share in accordance with the terms of the PPA. This Special-Purpose Financial Statement only includes the production facility operations costs for the NC2 Participants.

### **2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Basis of Accounting** — The accompanying Special-Purpose Financial Statement has been prepared in accordance with the accounting basis outlined in the PPA, which is a comprehensive basis of accounting other than accounting principles generally accepted in the United States of America. The accounting records are maintained generally in accordance with the Uniform System of Accounts prescribed by the Federal Energy Regulatory Commission and all applicable pronouncements of the Governmental Accounting Standards Board.

**Participants' Share** — The output and costs are shared by OPPD and the Participants based on the following percentages as provided in the PPA.

Participants	Original Subscription Amount in Megawatts (MW)	NC2 Share (%)
City of Falls City, Nebraska	5	0.83
City of Grand Island, Nebraska	30	5.00
City of Independence, Missouri	50	8.33
Missouri Joint Municipal Electric Utility Commission	50	8.33
City of Nebraska City, Nebraska	10	1.67
Nebraska Public Power District	142	23.67
Central Minnesota Municipal Power Agency	13	2.17
Total	300	50.00
OPPD	300	50.00
Total	600	100.00

The PPA share percentages are based on the original subscription amount of 600 MW. The maximum summer net achievable output was 687 MW for 2024. The output is allocated among the Participants based on their PPA share percentages.

**Construction Costs** — The Participants were required to fund their share of estimated construction costs. They were given the option to provide their own funds (self-fund) or have Separate System Revenue Bonds issued by OPPD for their share for initial plant construction. Debt service and related administration expenses are individual costs for Participants who chose to fund their share with Separate System Revenue Bonds. The Participants' share of new construction costs since the plant was placed in service are paid from the NC2 Capital Costs Fund, which is funded on a monthly basis by the Participants.

**Shared Facilities Costs** — The costs of new facilities that provide benefits to both NC1 and NC2 are shared facilities costs. These costs include site rail improvements, storeroom improvements, shop facilities, the administration building addition, and two cells of the ash landfill. These costs are allocated based on the capacity of each unit. Shared facilities costs allocated to NC2 are shared equally between the Participants and OPPD.

### 3. VARIABLE ENERGY COSTS

Variable energy costs are the fuel-related costs that include the costs of coal, ignition fuel oil, natural gas, fuel transportation, fuel handling and the maintenance of fuel handling facilities and equipment. In addition, ash hauling expense, and the portion of landfill closure and post closure costs attributable to the current period are included in variable energy costs.

OPPD has collected from the Participants their portion of the landfill closure and post closure care costs and is placing those funds into a segregated fund. The balance of the segregated fund as of December 31, 2024, is \$2.5 million.

### 4. OPERATING COSTS

Operating costs include all operation, maintenance, outage, administrative and general costs, exclusive of the variable energy costs, related to NC2 and the NC2 portion of shared facilities.

### 5. PARTICIPANT COSTS

Participant costs are the costs, exclusive of variable energy, operating costs and individual costs, solely attributable to the Participants. This also includes applicable reimbursements received in 2024 from the Federal Emergency Management Agency resulting from the 2019 flood disaster.

**NC2 Capital Costs** — Participants are charged monthly for their share of NC2 ongoing capital expenditures. The funds collected are kept in the NC2 Capital Costs Fund and withdrawn to reimburse OPPD for the Participants' share of NC2 capital expenditures.

NC2 Capital Cost Fund balances as of December 31, 2023, activity for 2024 and balances as of December 31, 2024, were as follows (in thousands):

	2023	Collections	Expenses	2024
NC2 Capital Cost Fund	\$ 915	\$ 17,377	\$ (4,085)	\$ 14,207

Capital expenditures for 2024 were primarily for the Economizer Ash Segregation, Levee Flood Certification, Catalyst Replacement and various smaller projects.

**Terminal Removal Costs** — The participants are charged for their share of estimated costs related to the removal and decommissioning of NC2 and the NC2 portion of shared facilities. The estimate is based on a study completed by an independent engineering firm. This study is updated periodically and the amount billed to the Participants will be adjusted accordingly. Collections were \$0.6 million for the year ended December 31, 2024, and the balance of the NC2 Terminal Removal Costs Fund was \$5.3 million at December 31, 2024.

#### **6. INDIVIDUAL COSTS**

Individual costs are the costs, exclusive of variable energy, operating and participant costs, which are attributable to individual Participants.

**Debt Service and Bond Administration Costs** — These costs are for debt service and bond administration costs billed to the Participants who provided their share of estimated construction costs with the proceeds from Separate Electric System Revenue Bonds.

\* \* \* \* \*

**[APPENDIX F  
SPECIMEN MUNICIPAL BOND INSURANCE POLICY]**



Moody/Underwood

**RESOLUTION NO. 1 1**

**WHEREAS**, the Omaha Public Power District (the “District”), a public corporation and political subdivision of the State of Nebraska, is vested pursuant to the provisions of 70-631 of the Reissue Revised Statutes of Nebraska, as amended, with the power to borrow money and incur indebtedness for any corporate use or purpose upon such terms and in such manner as the District shall determine; and

**WHEREAS**, the District by Resolution No. 5472, adopted by the Board of Directors of the District (the “Board”) on November 17, 2005, as amended by Resolution No. 6019 adopted by the Board on November 13, 2014 (together, the “General Resolution”) has authorized the issuance of its bonds for the purposes therein stated and has heretofore issued and has currently outstanding as of the date hereof pursuant to the General Resolution bonds designated as Separate Electric System Revenue Bonds (Nebraska City 2) (the “Bonds”); and

**WHEREAS**, the General Resolution permits the issuance of bonds on a parity with and in addition to the Bonds currently outstanding (“Additional Bonds”), for the purpose of financing the Separate System (as defined in the General Resolution) and refunding Bonds, upon compliance with the provisions and conditions of the General Resolution; and

**WHEREAS**, the Board has determined and hereby determines that it is advisable and in the best interest of the District to authorize management of the District to borrow funds on behalf of the District by means of the issuance and sale pursuant to the General Resolution of Additional Bonds for the purpose of refunding outstanding Bonds, funding any required reserves and paying the costs and expenses incurred in the issuance of the Additional Bonds issued hereunder; and

**WHEREAS**, the conditions set forth in the General Resolution to the issuance of Additional Bonds have been satisfied or will be satisfied at the time of issuance and delivery of the Additional Bonds to be issued hereunder; and

**WHEREAS**, pursuant to the General Resolution and resolutions supplemental thereto, the District has issued, and there remain Outstanding as of June 19, 2025, Separate Electric System Revenue Bonds of the District (all of which are “Bonds” for purposes of the General Resolution) as follows:

Series	Amount Issued	Amount Outstanding
2015 A	\$114,245,000	\$91,375,000
2016 A	103,685,000	93,690,000

**WHEREAS**, the District desires to amend the terms of the General Resolution; and



**WHEREAS**, Section 10.2 of the General Resolution requires the written consent of greater than 50 percent (50%) of the holders of the District's Separate Electric System Revenue Bonds issued pursuant to the General Resolution then Outstanding to amend the General Resolution; and

**WHEREAS**, the holders of all Separate Electric System Revenue Bonds of the District issued on or after the date this Resolution is adopted by the Board of Directors of the District shall be deemed to have consented in writing to the terms of this Resolution No. [ ] amending the General Resolution; and

**WHEREAS**, the provisions of Section 14 of this Resolution No. [ ] shall amend the terms of the General Resolution and shall become effective pursuant to Section 10.3 of the General Resolution on the Effective Date (as defined herein).

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the Omaha Public Power District as follows:

**Section 1. Definitions.** Unless the context shall clearly indicate otherwise, the terms used in this Series Resolution, including the preambles hereto, which are not defined in this Series Resolution shall have the meanings set forth in the General Resolution.

**Section 2. Authorization of Additional Bonds.** For the financing and payment of the costs set forth in Section 9 hereof, there is hereby authorized to be issued one or more Series of Additional Bonds to be designated (subject to the further provisions hereof) "Separate Electric System Revenue Refunding Bonds (Nebraska City 2), [2025 or 2026] Series", with such additional letter designations as specified in the hereinafter defined Pricing Certificates (the "Authorized Bonds"). The aggregate principal amount of the Authorized Bonds shall not exceed \$[ ] million. The Authorized Bonds shall be issued and delivered only upon the completion of one or more Pricing Certificates in the form attached hereto as Exhibit A (each, a "Pricing Certificate") which shall be completed by the District's President and Chief Executive Officer or the Vice President and Chief Financial Officer of the District and delivered to the Treasurer, or in the absence of the Treasurer, the Chair, of the Board of Directors. Each Pricing Certificate shall specify terms of the Authorized Bonds as set forth therein, including but not limited to principal amounts of each maturity, interest rates, maturity and sinking fund installment dates, optional redemption terms and dates, optional tender provisions, bond insurance, if any, and a final series year and letter designation. Each Pricing Certificate, when delivered to the Treasurer, or in the absence of the Treasurer, the Chair, of the Board of Directors of the District, must be accompanied by a letter from the financial advisor of the District (currently Barclays Capital Inc.), recommending the sale of the Authorized Bonds on the terms set forth in the applicable Pricing Certificate.

The Authorized Bonds shall be dated as of their respective dates of issue (the "Dated Date"), bear interest at the rates per annum and mature on the dates and in the principal amounts as set forth in the applicable Pricing Certificate; provided, however, that (a) the Dated Date of each series of Authorized Bonds shall be no later than December 31, 2026 (as such date may be extended by further action of the Board) and (b) each series of the Authorized Bonds shall mature no later than December 1, 2049.

The Authorized Bonds shall be issued and issuable only as Registered Bonds in the denomination of \$5,000 or any integral multiple of \$5,000 in excess thereof. The Bonds of each series of Authorized Bonds shall be numbered consecutively from R-1 upward in ascending order of maturity. Interest on the Authorized Bonds shall be payable on February 1 and August 1 of each year, commencing on the first February 1 or August 1 following their Dated Date until maturity or earlier redemption. Each Authorized Bond shall bear interest from the interest payment date next preceding the date of registration and authentication thereof unless it is registered and authenticated as of an interest payment date, in which event it shall bear interest from such date, or unless it is registered and authenticated prior to its Dated Date, in which event it shall bear interest from its Dated Date, or unless, as shown by the records of the Bond Fund Trustee, currently The Bank of New York Mellon Trust Company, N.A., New York, New York (the "Bond Fund Trustee"), interest on the Authorized Bonds shall be in default, in which event it shall bear interest from the interest payment date to which interest has been paid in full, or unless no interest shall have been paid on the Authorized Bonds, in which event it shall bear interest from its Dated Date. The Bond Fund Trustee shall insert the date of registration and authentication of each Authorized Bond in the place provided for such purpose in the form of Certificate of Authentication to be printed on each Authorized Bond.

The Bond Fund Trustee is hereby appointed as Paying Agent for the Authorized Bonds.

The principal of and premium, if any, on the Authorized Bonds shall be payable at the principal office of the Paying Agent for the Authorized Bonds. Interest on the Authorized Bonds shall be payable to the person or entity whose name appears on the registration books of the Bond Fund Trustee, as the registered owner thereof, by check or draft drawn upon the Bond Fund Trustee and mailed to such registered owner at the address as it appears on such books or, at the option of the registered owner of at least \$1,000,000 in aggregate principal amount of Authorized Bonds, by wire transfer from the Bond Fund Trustee. The Bond Fund Trustee shall not be required to make payment by such wire transfer with respect to any Authorized Bond for any interest payment date, unless the registered owner thereof shall make written request therefor to the Bond Fund Trustee, specifying the account address, which shall be in the United States, and the account number, received by the Bond Fund Trustee not less than thirty (30) days prior to such interest payment date. Such request may provide that it will remain in effect for later interest payment dates until changed or revoked by another written request.

**Section 3. Book-entry Registration.** The Authorized Bonds shall be initially issued in the form of a separate, single, authenticated, fully registered bond for each maturity of each series in the aggregate principal amount of the Authorized Bonds of each series and maturity and in substantially the form of Exhibit B hereto (with such modifications as necessary or appropriate to conform such Authorized Bonds to the terms set forth in the applicable Pricing Certificate), registered in the registry books of the Bond Fund Trustee in the name of a nominee of The Depository Trust Company, New York, New York, and its successors and assigns (the "Securities Depository"). When Authorized Bonds are so registered in accordance with this Section 3, the following provisions shall apply:

- (a) The District, the Bond Fund Trustee and the Paying Agent shall have no responsibility or obligation to any broker dealer, bank or other financial institution for which the Securities Depository holds such Authorized Bonds as securities depository



(each, a “Participant”) or to any person who is an actual purchaser of such an Authorized Bond from a Participant while such Authorized Bonds are in book-entry form (each, a “Beneficial Owner”) with respect to the following:

(i) the accuracy of the records of the Securities Depository, any nominees of the Securities Depository or any Participant with respect to any ownership interest in such Authorized Bonds;

(ii) the delivery to any Participant, any Beneficial Owner or any other person, other than the Securities Depository, of any notice with respect to such Authorized Bonds, including any notice of redemption; or

(iii) the payment to any Participant, any Beneficial Owner or any other person, other than the Securities Depository, of any amount with respect to such Authorized Bonds. The Paying Agent shall make payments with respect to such Authorized Bonds only to or upon the order of the Securities Depository or its nominee, and all such payments shall be valid and effective to fully satisfy and discharge the obligations with respect to such Authorized Bonds to the extent of the sum or sums so paid. No person other than the Securities Depository shall receive an authenticated Authorized Bond.

(b) Upon receipt by the Bond Fund Trustee of written notice from the Securities Depository to the effect that the Securities Depository is unable or unwilling to discharge its responsibilities, the Bond Fund Trustee shall issue, transfer and exchange such Authorized Bonds requested by the Securities Depository in appropriate amounts. Whenever the Securities Depository requests the Bond Fund Trustee to do so, the Bond Fund Trustee will cooperate with the Securities Depository in taking appropriate action after reasonable notice (i) to arrange, with the prior written consent of the District, for a substitute securities depository willing and able upon reasonable and customary terms to maintain custody of such Authorized Bonds or (ii) to make available such Authorized Bonds registered in whatever name or names the Beneficial Owners transferring or exchanging such Authorized Bonds shall designate.

(c) If the District determines that it is desirable that certificates representing such Authorized Bonds be delivered to the Bondholders of such Authorized Bonds and so notifies the Bond Fund Trustee in writing, the Bond Fund Trustee shall so notify the Securities Depository, whereupon the Securities Depository will notify the Participants of the availability through the Securities Depository of bond certificates representing such Authorized Bonds. In such event, the Bond Fund Trustee shall issue, transfer and exchange bond certificates representing such Authorized Bonds as requested by the Securities Depository in appropriate amounts and in authorized denominations.

(d) Notwithstanding any other provision of this Series Resolution to the contrary, so long as any such Authorized Bond is registered in the name of the Securities Depository or any nominee thereof, all payments with respect to such Bond and all notices with respect to such Authorized Bond shall be made and given, respectively, to the Securities Depository as provided in the Letter of Representations, as hereinafter defined.

(e) Registered ownership of such Authorized Bonds may be transferred on the respective register for such Bonds maintained by the Bond Fund Trustee, and such Authorized Bonds may be delivered in physical form to the following:

- (i) any successor Securities Depository or its nominee; and
- (ii) any person, upon (A) the resignation of the Securities Depository from its functions as depository or (B) termination of the use of the Securities Depository pursuant to this Section 3.

With respect to the Authorized Bonds, the District shall execute, deliver and maintain a Blanket Issuer Letter of Representations between the District and the Securities Depository (the "Letter of Representations"), in the standard form requested by the Securities Depository from time to time.

**Section 4. Forms of Authorized Bonds and Certificate of Authentication.** The Authorized Bonds, the certificate of authentication to be endorsed thereon by the Bond Fund Trustee and the form of assignment to be endorsed thereon shall be in substantially the form attached hereto as Exhibit B, with necessary and appropriate variations, omissions and insertions as permitted or required by the General Resolution and the provisions hereof and of the applicable Pricing Certificate.

**Section 5. Optional Redemption of Authorized Bonds.** At the option of the District, each series of the Authorized Bonds shall be subject to redemption prior to maturity on or after the applicable dates and on the terms set forth in the applicable Pricing Certificate, as a whole or in part (and in the event that less than all of the Authorized Bonds of any maturity of any series are called for redemption, the particular Authorized Bonds of such maturity of such series to be redeemed shall be selected by lot unless otherwise provided in the applicable Pricing Certificate), upon notice mailed to the registered owner of each such Authorized Bond not less than thirty (30) days prior to the date fixed for redemption, at the principal amount thereof plus premium, if any, as specified in the applicable Pricing Certificate together with the interest accrued thereon to the date fixed for redemption.

**Section 6. Sinking Fund Redemption of Authorized Bonds.** The Authorized Bonds of a series maturing in the years specified in the applicable Pricing Certificate shall be retired in part by sinking fund installments which shall be accumulated in the Bond Retirement Account in the Bond Fund in amounts, in addition to the amounts otherwise required to be deposited therein for the Authorized Bonds, sufficient to redeem on February 1 of each year, at a redemption price equal to the principal amount of the Authorized Bond or Bonds to be redeemed, together with interest accrued thereon to the date fixed for redemption, the principal amount of such Authorized Bonds of such series specified for each of the years as set forth in the applicable Pricing Certificate.

**Section 7. Execution of the Authorized Bonds.** The Authorized Bonds shall be executed on behalf of the District with the manual or facsimile signature of the Chair or Vice Chair of the Board of Directors and the Treasurer of the Board of Directors thereunto duly authorized, and a facsimile of the corporate seal of the District shall be imprinted on each of the Authorized Bonds attested with the manual or facsimile signature of the Secretary of the Board of Directors thereof,

provided that all such signatures on behalf of the District appearing on the Authorized Bonds may be facsimile signatures. The Authorized Bonds shall then be delivered to the Bond Fund Trustee for authentication by it. In case any officer whose signature or facsimile thereof shall appear on any Authorized Bonds shall cease to be such officer before the delivery of such Authorized Bonds, such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes the same as if such officer or officers had remained in office until the delivery of such Authorized Bonds.

Only such of the Authorized Bonds as shall bear thereon a certificate of authentication substantially in the form herein recited, manually executed by the Bond Fund Trustee, shall be valid or obligatory for any purpose or entitled to the benefits hereof and of the General Resolution, and such certificate of the Bond Fund Trustee shall be conclusive evidence that the Authorized Bonds so authenticated have been duly executed, authenticated and delivered hereunder and are entitled to the benefits hereof and of the General Resolution.

CUSIP identification numbers may be printed on the Authorized Bonds, but such numbers shall not be deemed to be a part of the Authorized Bonds or a part of the contract evidenced thereby, and no liability shall hereafter attach to the District or any of the officers or agents thereof because of or on account of said CUSIP identification numbers.

**Section 8. Transfer, Exchange or Substitution of Authorized Bonds.** Any Authorized Bonds may be transferred to a new owner or may be exchanged for an equal aggregate principal amount of Authorized Bonds of like Series, or a new Authorized Bond may be executed and delivered for any Authorized Bond which shall become mutilated or be lost, stolen or destroyed as provided, and subject to the conditions set forth, in the General Resolution, provided that the Bond Fund Trustee shall, upon satisfaction of all such applicable conditions, authenticate any such new Authorized Bond prior to delivery to the owner thereof.

**Section 9. Issuance of Authorized Bonds; Disposition of Proceeds of Sale of Authorized Bonds.**

At any time after the adoption hereof by the Board and the sale of the Authorized Bonds, the District may execute and the Bond Fund Trustee may authenticate and, upon the order of the District, deliver a series of Authorized Bonds in the aggregate principal amount set forth in the applicable Pricing Certificate. The aggregate principal amount of all Authorized Bonds issued pursuant hereto shall not exceed \$[ ] million.

The proceeds derived from the sale of each series of the Authorized Bonds shall be applied as specified in the applicable Pricing Certificate. All amounts of the proceeds of sale deposited in the Construction Fund shall be used for valid corporate purposes of the District related to the Separate System, including paying the costs and expenses incurred in the issuance of such Authorized Bonds, as further specified in the applicable Pricing Certificate.

In connection with the application of proceeds of the Authorized Bonds to the defeasance and/or redemption of any outstanding indebtedness of the District, the Board hereby authorizes the Bond Fund Trustee and the President or any Vice President of the District to execute, deliver and perform one or more Escrow Deposit Agreements in form and substance satisfactory to the

President or Vice President of the District executing such Escrow Deposit Agreements. Execution and delivery of an Escrow Deposit Agreement shall be conclusive evidence of the approval by the District of such Escrow Deposit Agreement. Further, in connection with any such defeasance and redemption of outstanding indebtedness of the District with proceeds of the Authorized Bonds, the President or any Vice President of the District are hereby authorized to (a) direct the Bond Fund Trustee to irrevocably designate the bonds of the District intended for defeasance and/or redemption to be redeemed as of their first optional redemption date following the issuance of the Authorized Bonds, (b) make irrevocable provision satisfactory to the Bond Fund Trustee for the giving of proper notice of redemption of the Bonds of the District intended for defeasance and/or redemption and (c) perform such other acts as shall, in the judgment of such officer of the District, be necessary or appropriate to cause the defeasance of any outstanding Bonds of the District in accordance with the requirements of the General Resolution or any other resolution of the District authorizing the issuance of such Bonds.

#### **Section 10. Undertaking To Provide Ongoing Disclosure.**

(a) This Section constitutes the written undertaking for the benefit of the holders of the Authorized Bonds required by Section (b)(5)(i) of Securities and Exchange Commission Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (17 C.F.R. § 240.15c2-12) (the “Rule”). This provision is intended to supersede the provisions of Section 10.7 of the General Resolution, which Section shall be inapplicable to the Authorized Bonds. Capitalized terms used in this Section and not otherwise defined in this Series Resolution shall have the meanings assigned such terms in subsection (d) hereof. It being the intention of the District that there be full and complete compliance with the Rule, this Section shall be construed in accordance with the written interpretative guidance and no action letters published from time to time by the Securities and Exchange Commission and its staff with respect to the Rule and in accordance with amendments to the Rule adopted or effective after the date hereof. The provisions of this Section may be modified in a Pricing Certificate as necessary or appropriate to reflect different or additional provisions of the Rule applicable to all or a portion of the Authorized Bonds.

(b) The District, as an “obligated person” within the meaning of the Rule, undertakes to provide the following information to the Municipal Securities Rulemaking Board (the “MSRB”) in an electronic format as presented by the MSRB, as provided in this Section:

- (i) Annual Financial Information;
- (ii) Audited Financial Statements, if any; and
- (iii) Required Event Notices.

(c) (i) The District shall, while any Authorized Bonds are Outstanding, provide the Annual Financial Information on or before the date which is 180 days after the end of each fiscal year of the District (the “Report Date”), beginning with the fiscal year in which the applicable Series of Authorized Bonds is issued. If the District changes its fiscal year, it shall provide written notice of the change of fiscal year to the MSRB. It shall be sufficient if the District provides to the MSRB any or all of the Annual Financial Information by specific reference to documents previously provided to the MSRB or filed

with the Securities and Exchange Commission and, if such a document is a final official statement within the meaning of the Rule, available from the MSRB.

(ii) If not provided as part of the Annual Financial Information, the District shall provide the Audited Financial Statements to the MSRB, when and if available, while any Authorized Bonds are Outstanding.

(iii) If a Notice Event occurs while any Authorized Bonds are Outstanding, the District shall provide a Required Event Notice in a timely manner (not in excess of 10 business days after the occurrence of such Notice Event) to the MSRB. Each Required Event Notice shall be so captioned and shall prominently state the date, title and CUSIP numbers of the Authorized Bonds.

(iv) The District shall provide in a timely manner to the MSRB notice of any failure by the District while any Authorized Bonds are Outstanding to provide to the MSRB Annual Financial Information on or before the Report Date.

(v) All documents provided to the MSRB shall be accompanied by identifying information as prescribed by the MSRB and shall be in an electronic format as prescribed by the MSRB.

(d) The following are the definitions of the capitalized terms used in this Section and not otherwise defined in this Series Resolution:

(i) “*Annual Financial Information*” means the financial information or operating data with respect to the District’s Separate System, provided at least annually, of the type included in the final official statement with respect to the Bonds under the headings “DEBT SERVICE ON SEPARATE SYSTEM BONDS”; “SEPARATE SYSTEM”; “SUMMARY OF CERTAIN PROVISIONS OF PARTICIPATION POWER AGREEMENTS—Participant’s Shares”. The financial statements included in the Annual Financial Information shall be prepared in accordance with generally accepted accounting principles (“GAAP”) for governmental units as prescribed by the Governmental Accounting Standards Board (“GASB”). Such financial statements may, but are not required to be, Audited Financial Statements.

(ii) “*Audited Financial Statements*” means the District's annual financial statements, prepared in accordance with GAAP for governmental units as prescribed by GASB, which financial statements shall have been audited by such auditor as shall be then required or permitted by the laws of the State.

(iii) “*Notice Event*” means any of the following events with respect to the Authorized Bonds:

- (A) Principal and interest payment delinquencies;
- (B) Non-payment related defaults, if material;

(C)     Unscheduled draws on debt service reserves reflecting financial difficulties;

(D)     Unscheduled draws on credit enhancements reflecting financial difficulties;

(E)     Substitution of credit or liquidity providers, or their failure to perform;

(F)     Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices of determinations with respect to the tax status of the Authorized Bonds or other material events affecting the tax-exempt status of the Authorized Bonds;

(G)     Modifications to rights of holders of the Authorized Bonds, if material;

(H)     Authorized Bond calls, if material, and tender offers;

(I)     Defeasances;

(J)     Release, substitution, or sale of property securing repayment of the Authorized Bonds, if material;

(K)     Rating changes;

(L)     Bankruptcy, insolvency, receivership or similar events relating to the District;

(M)     The consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of the assets of the District, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(N)     Appointment of a successor or additional trustee or the change of name of a trustee, if material;

(O)     Incurrence of a financial obligation of the District, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the District, any of which affect holders, if material; and

(P)     Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the District, any of which reflects financial difficulties.

(iv) “*Required Event Notice*” means written or electronic notice of a Notice Event.

(e) (i) The continuing obligation hereunder of the District to provide Annual Financial Information, Audited Financial Statements, if any, and Required Event Notices shall terminate immediately once the Authorized Bonds no longer are Outstanding. This Section, or any provision hereof, shall be null and void in the event that the District obtains an opinion of nationally recognized bond counsel to the effect that those portions of the Rule which require this Section, or any such provision, are invalid, have been repealed retroactively or otherwise do not apply to the Authorized Bonds, provided that the District shall have provided notice of such delivery and the cancellation of this Section to the MSRB.

(ii) This Section may be amended without the consent of the holders of the Authorized Bonds, but only upon the delivery to the District of an opinion of nationally recognized bond counsel to the effect that such amendment, and giving effect thereto, will not adversely affect the District’s compliance with this Section and with the Rule, provided that the District shall have provided notice of such delivery and of the amendment to the MSRB. Any such amendment shall satisfy, unless otherwise permitted by the Rule, the following conditions:

(A) The amendment may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law or change in the identity, nature or status of the obligated person or type of business conducted;

(B) This Section, as amended, would have complied with the requirements of the Rule at the time of the primary offering, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(C) The amendment does not materially impair the interests of holders of the Authorized Bonds, as determined either by parties unaffiliated with the District (such as nationally recognized bond counsel), or by approving vote of holders of the Authorized Bonds pursuant to the terms of the General Resolution at the time of the amendment.

The initial Annual Financial Information after the amendment shall explain, in narrative form, the reasons for the amendment and the effect of the change, if any, in the type of operating data or financial information being provided.

(f) Any failure by the District to perform in accordance with this Section shall not constitute an “Event of Default” under the General Resolution, and the rights and remedies provided by the General Resolution upon the occurrence of an “Event of Default” shall not apply to any such failure. In the event of a breach by the District of any of its obligations under this Section, any owner of any interest in the Authorized Bonds may bring an action against the District

for specific performance to cause the District to perform its obligations hereunder, but shall have no other remedy for such breach.

**Section 11. Bond Insurance.** At the option of the District, the applicable Pricing Certificate with respect to each series of the Authorized Bonds may provide that such Bonds be Insured Bonds covered by a Bond Insurance Policy, with such terms as may be set forth in the applicable Pricing Certificate.

**Section 12. Arbitrage Bonds.** The District shall make no use of the proceeds of the sale of the Authorized Bonds which would cause any Authorized Bond to be an “arbitrage bond” under Section 148 of the Internal Revenue Code of 1986, as amended, and to that end the District shall comply with the requirements of said Section and the applicable Treasury Regulations promulgated thereunder and under the Internal Revenue Code of 1954, as amended, so long as any of the Authorized Bonds are outstanding. The District hereby agrees to calculate and pay to the United States any rebate due at the times and in the amounts required by the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder.

**Section 13. The Authorized Bonds Are “Bonds” and “Additional Bonds” Under the General Resolution.** This Series Resolution is adopted pursuant to Sections 2.5, 2.6 and/or 2.7 and 8.1 of the General Resolution, and the Authorized Bonds are hereby found and determined to be “Bonds” and “Additional Bonds” within the meaning of the quoted words as defined and used in the General Resolution.

**Section 14. Amendments to the General Resolution.** The provisions of this Section 14 shall be deemed effective as an amendment to the General Resolution on the date thirty (30) days after the Bond Fund Trustee provides notice to the District and the Bondholders that the Bond Fund Trustee has received written consents (if any) to the provisions of this Section 14, which, in addition to the deemed written consents to the provisions of this Section 14 as provided hereof, comprise greater than fifty percent (50%) of the aggregate principal amount of the Outstanding Bonds on the date of such notice.

(a) The following definitions in Section 1.1 of the General Resolution are hereby amended and restated as follows:

(p) “*Highest Rating Category*” means, with respect to an Investment Security, that the Investment Security is, at the time it’s acquired, rated by at least one Rating Agency rating the Investment Security in the highest rating category given by that Rating Agency for that general category of security. By way of example, the Highest Rating Category for debt established by S&P, Kroll and Fitch is “AAA” for a term greater than one year, with corresponding ratings by Moody’s of “Aaa.”

(r) “*Investment Securities*” shall mean any of the following which at the time are legal investments of the District under the laws of the State of Nebraska:

- (i) Government Obligations;
- (ii) Reserved;



(iii) Senior debt obligations, rated at the time they are acquired, not lower than Government Obligations, issued by (a) a federally chartered corporation or entity (for example, Fannie Mae, the Federal Home Loan Mortgage Corporation, the Resolution Funding Corporation or the Federal Home Loan Banks), or (b) the World Bank;

(iv) any written repurchase agreement (“Repurchase Agreement”) entered into with a Qualified Financial Institution, provided that:

(A) the unsecured short term obligations of the Qualified Financial Institution are rated no lower than the Highest Rating Category;

(B) the obligations of the Qualified Financial Institution under the Repurchase Agreement must be collateralized by Government Obligations in an amount not less than the principal and accrued interest obligations under the Repurchase Agreement;

(C) the Collateral must be held by the Bond Fund Trustee or a third party acceptable to the Bond Fund Trustee; and

(D) the Qualified Financial Institution must grant a perfected security interest in the collateral to the Bond Fund Trustee or third party holding the collateral.

(v) Investments in a money market fund or other collective investment fund registered under the federal Investment Company Act of 1940, whose shares are registered under the federal Securities Act of 1933, having assets, comprised solely of the type of securities described in (i) or (iii) above, of at least \$100,000,000, and having a rating of “Aaa-MF,” “AAAm” or “AAAm-G” by a nationally recognized rating agency, including money market mutual funds from which the Bond Fund Trustee or its affiliates derive a fee for investment advisory or other services to the fund;

(vi) Commercial paper and other corporate debt obligations, each rated no lower than the Second Highest Rating Category.

(aa) “*Rating Agency*” means S&P, Kroll, Moody’s, Fitch or any other nationally recognized rating agency.

(ff) “*S&P*” shall mean S&P Global Ratings, a division of S&P Global Inc.

(gg) “*Second Highest Rating Category*” means, with respect to an Investment Security, that the Investment Security is, at the time it’s acquired, rated by at least one Rating Agency rating such Investment Security in the second highest

rating category given by that Rating Agency for that general category of security. By way of example, the Second Highest Rating Category for debt established by S&P, Kroll and Fitch is “AA” for a term greater than one year, with corresponding ratings by Moody’s of “Aa.”

(b) The following definition is hereby added to Section 1.1 of the General Resolution:

“*Kroll*” means Kroll Bond Rating Agency, LLC.

(c) The District shall deliver to the Bond Fund Trustee a copy of this Resolution certified by the Secretary or Assistant Secretary of the District. The Bond Fund Trustee shall maintain a copy of this Resolution for inspection by the Bondholders. The District hereby instructs the Bond Fund Trustee to send, via certified mail, to the holder of each Outstanding Bond as of the date this Resolution is adopted by the Board of Directors of the District at such Bondholder’s registered address, a copy of this Resolution, together with a request to such Bondholders for their written consent to Section 14 hereof in a form satisfactory to the Bond Fund Trustee and satisfying the requirements of Section 10.3 of the General Resolution. The Bond Fund Trustee shall also publish notice of the adoption of this Resolution on the MSRB’s EMMA website (“EMMA”).

The holders of each Bond or Additional Bond issued on or after the date this Resolution is adopted by the Board of Directors of the District shall, by their purchase and acceptance of such Bond, be deemed to have given written consent to the terms hereof.

The Bonds of each series issued after on or after the date this Resolution is adopted by the Board of Directors of the District and prior to the Effective Date, shall include the following language:

The District has amended the General Resolution, as previously amended, as provided in Section 14 of Resolution No. [ ] adopted by the Board of Directors of the District on June 19, 2025, which Resolution No. [ ] is on file with the Bond Fund Trustee. Such amendment shall be effective thirty (30) days after the Bond Fund Trustee provides notice to the District and the Bondholders that the Bond Fund Trustee has received written consents (if any) to the provisions of Section 14 of Resolution No. [ ], which, in addition to the deemed written consents to the provisions of Resolution No. [ ], comprise greater than fifty percent (50%) aggregate principal amount of the Outstanding Bonds on the date of such notice. The holder of this Bond hereby consents to the amendment of the General Resolution as provided in Resolution No. [ ].

(d) Immediately after the Bond Fund Trustee receives the written consent or deemed written consent (or any combination thereof), to the terms of this Resolution of the holders of greater than fifty percent (50%) of the Bonds then Outstanding, the Bond Fund Trustee shall (a) provide written notice via certified mail to the District and each Bondholder stating that the Bond Fund Trustee has received the required amount of written consents and stating that the Effective Date of the provisions of this Resolution shall be thirty (30) days following the date of such notice; and (b) file the same notice on EMMA.

(e) The terms of this Section 14 shall become effective pursuant to the General Resolution on the Effective Date, with the exception of this Sections (c), (d) and (e) hereof which shall become effective upon the adoption of this Resolution by the Board of Directors of the District. On and after the Effective Date, the terms and provisions of the General Resolution shall be amended as provided herein, and the terms hereof shall govern any Outstanding Bonds to the extent they conflict with the terms of the General Resolution.

**Section 15. Severability.** If any one or more of the covenants or agreements provided in this Series Resolution on the part of the District to be performed shall be declared by any court of competent jurisdiction to be contrary to law, then such covenant or covenants, agreement or agreements shall be null and void and shall be deemed separable from the remaining covenants and agreements, and shall in no way affect the validity of the other provisions of this Series Resolution or of the Authorized Bonds issued hereunder.

**Section 16. Effective Date of Resolution.** This Series Resolution shall become effective in accordance with its terms upon the filing with the Bond Fund Trustee of a certified copy thereof and an opinion of counsel for the District that it has been duly adopted and the provisions thereof are valid and binding upon the District.

**Section 17. Section Headings, Table of Contents.** The headings or titles of the several sections hereof, and any table of contents appended hereto or to copies hereof, shall be solely for convenience of reference and shall not affect the meaning or construction, interpretation or effect of this Series Resolution.

[Remainder of Page Intentionally Left Blank]

I hereby certify that the foregoing is a true and correct copy of Resolution No. [ ] adopted by the Board of Directors of the Omaha Public Power District at a meeting held on June 19, 2025.

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Bradley R. Underwood  
Vice President and Chief Financial Officer  
Assistant Treasurer and Assistant Secretary  
Omaha Public Power District

**EXHIBIT A**  
**PRICING CERTIFICATE**

This Certificate is delivered pursuant to Resolution No. [ ] of the Board of Directors of Omaha Public Power District (the “District”) adopted on June 19, 2025 (“Resolution No. [ ]”), which authorizes the issuance by the District of its Separate Electric System Refunding Revenue Bonds (Nebraska City 2), [2025] [2026] Series [ ] (the “Bonds”). Capitalized terms used herein which are not otherwise defined shall have the meanings assigned thereto in Resolution No. [ ].

As required by Resolution No. [ ], the undersigned hereby makes the following determinations:

1. **Principal Amount and Series Designation.** The aggregate principal amount of the Bonds shall be \$[ ], and the series designation shall be [2025] [2026] Series [ ].

2. **Interest Rates and Maturities.** The Bonds shall be dated [ ], which shall be their Dated Date, and shall bear interest from such date at the rates per annum, and shall mature on February 1 in each of the years and in the principal amounts, as follows:

**Separate Electric System Refunding Revenue Bonds (Nebraska City 2),  
[2025] [2026] Series [ ]**

**\$[ ] Serial Bonds**

<b>Year</b>	<b>Principal Amount</b>	<b>Interest Rate</b>
-------------	-------------------------	----------------------

**\$[ ] Term Bonds**

\$[ ] [ ]% Term Bonds Due February 1, [ ]

3. **Optional Redemption.** At the option of the District, the Bonds shall be subject to redemption prior to maturity on any date on or after February 1, [ ], at a redemption price equal to [ ], together with the interest accrued thereon to the date fixed for redemption.

4. **Sinking Fund Redemption.** The Bonds maturing on February 1, [ ], shall be retired in part by sinking fund installments in the principal amount of such Bonds specified for each of the years shown below:

Term Bonds Maturing February 1, [ ]		Term Bonds Maturing February 1, [ ]	
Year	Principal Amount	Year	Principal Amount
	\$		\$

\*

\*Final Maturity

The District may also, at its option, redeem the Bonds maturing on February 1 of the years [ ], by lot, upon notice mailed to the owner of each such Bond not less than thirty days prior to the date fixed for redemption, as provided in Article IV of the General Resolution, on any August 1, commencing on August 1, [ ] at the principal amount thereof, together with accrued interest to the date fixed for redemption, in an aggregate principal amount on any such August 1 equal to the sinking fund installments deposited since the preceding February 1 in the Bond Retirement Account in the Bond Fund pursuant to paragraph (c) of Section 5.2 of the General Resolution for the purpose of redeeming such Bonds on the following February 1. In the event that Bonds are so redeemed on any August 1, the aggregate principal amount of Bonds to be redeemed by the application of the sinking fund installments on the following February 1 as provided above shall be reduced by the aggregate principal amount of such Bonds so redeemed.

5. **Application of Net Proceeds.** The estimated application of the net proceeds of the Bonds is as follows:

[Deposit to the Construction Fund	\$
Deposit to the Reserve Account	
Deposit to the Special Escrow Fund to Redeem [Refunded Bonds]	
Total Net Proceeds of the Bonds	\$

6. **Funding of Reserve Account Requirement.** The Reserve Account Requirement with respect to the Bonds will be satisfied by [the deposit of net proceeds of the Bonds to the Reserve Account per Section 5 above] [the delivery of a Reserve Account Cash Equivalent consisting of [instrument]] [the funding of the Reserve Account over time as provided in Section 5.2(d) of the General Resolution].

[7. **Bond Insurance Provisions.** Specify insurance provisions applicable to the Bonds, if any.]

[8. **Additional Continuing Disclosure Provisions.** Specify additional continuing disclosure provisions, if any.]

Dated this [ ] day of [ ], 20\_\_.

OMAHA PUBLIC POWER DISTRICT

By \_\_\_\_\_  
[Name]  
[Title]

Accepted for delivery to the District's [Treasurer] [Chair]:

By \_\_\_\_\_  
Assistant Secretary



**EXHIBIT B**

**FORM OF NC2 [2025] [2026] SERIES [ ] BONDS**

**UNITED STATES OF AMERICA**

STATE OF NEBRASKA  
OMAHA PUBLIC POWER DISTRICT (NEBRASKA)  
[AMOUNT] SEPARATE ELECTRIC SYSTEM REVENUE BONDS  
(NEBRASKA CITY 2), [2025] [2026] SERIES [ ]

No. R- \$

<b>Interest Rate</b>	<b>Maturity Date</b>	<b>Dated Date</b>	<b>CUSIP</b>
%			

REGISTERED OWNER: CEDE & CO.

PRINCIPAL SUM: [AMOUNT] DOLLARS

Omaha Public Power District (the “District”), a public corporation and political subdivision of the State of Nebraska, for value received, hereby promises to pay to the registered owner named above or registered assigns, but solely out of the Revenues hereinafter specified (unless this Bond shall have been duly called for previous redemption and payment of the redemption price shall have been made or provided for, as provided in the Bond Resolution herein referred to), the principal sum stated above on the maturity date stated above upon presentation and surrender of this Bond, and to pay interest on such principal sum, but solely out of the Revenues hereinafter specified, by check or draft drawn upon the Bond Fund Trustee appointed pursuant to the Bond Resolution hereinafter referred to and mailed to the registered owner at the address of such registered owner as it appears in the bond registration books of the Bond Fund Trustee or, at the option of the registered owner of at least \$1,000,000 in aggregate principal amount of Bonds, by wire transfer, until the maturity hereof, at the interest rate per annum stated above payable semiannually on the first day of February and the first day of August in each year, commencing [February] [August] 1, 20[ ], and, if default should be made in the payment of said principal sum when the same shall become due and payable, at the same interest rate per annum until the payment of said principal sum in full. This Bond shall bear interest from the interest payment date next preceding the date of registration and authentication hereof unless it is registered and authenticated as of an interest payment date, in which event it shall bear interest from such date, or unless it is registered and authenticated prior to the first interest payment date, in which event it shall bear interest from its Dated Date, or unless, as shown by the records of the Bond Fund Trustee, interest on the Bonds shall be in default, in which event it shall bear interest from the date to which interest has been paid in full, or unless no interest shall have been paid on the Bonds, in which event it shall bear interest from its Dated Date. The principal due upon this Bond at maturity or upon call for redemption is payable at the principal office of The Bank of New York Mellon Trust Company,

N.A., New York, New York, or, at the option of the registered owner hereof or registered assigns, at the paying agent office of The Bank of New York Mellon Trust Company, N.A., in such coin or currency of the United States of America which at the time of payment is legal tender for public and private debts.

THE BONDS SHALL NOT BE OBLIGATIONS OF THE STATE OF NEBRASKA OR OF ANY OF ITS POLITICAL SUBDIVISIONS, OTHER THAN THE DISTRICT, NOR SHALL SAID STATE OR ANY OF ITS POLITICAL SUBDIVISIONS, OTHER THAN THE DISTRICT, BE LIABLE FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE BONDS. THE DISTRICT HAS NO TAXING POWER.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Resolution until the certificate of authentication hereon shall have been executed by the Bond Fund Trustee.

If this Bond is held in book-entry-only form, it will be registered in the name of the Securities Depository or its nominee, which will initially be Cede & Co., as nominee for The Depository Trust Company. Payments of interest on and principal of this Bond shall be made to the Securities Depository in accordance with its procedures.

During the time this Bond is held in book-entry-form, unless this Bond is presented by an authorized representative of The Depository Trust Company to the issuer or its agent for registration of transfer, exchange or payment, and any Bond issued is registered in the name of Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

This Bond is one of a duly authorized Series of Bonds of the District of like designation herewith aggregating [AMOUNT] Dollars (\$\_\_\_\_\_) in principal amount. This Bond and the Bonds of the series of Bonds of which it is one are issued under the authority of and in full compliance with the Constitution and statutes of the State of Nebraska, including Chapter 70, Article 6, of the Reissue Revised Statutes of Nebraska, and under and pursuant to Resolution No. 5472 adopted by the Board of Directors of the District on November 17, 2005 as amended by Resolution No. 6019 adopted by the Board of Directors of the District on November 13, 2014 (together, the "General Resolution") and Resolution No. [\_\_\_\_\_] adopted by the Board of Directors of the District on June 19, 2025 (together, the "Bond Resolution").

The District has amended the General Resolution, as previously amended, as provided in Section 14 of Resolution No. [\_\_\_\_\_] adopted by the Board of Directors of the District on June 19, 2025, which Resolution No. [\_\_\_\_\_] is on file with the Bond Fund Trustee. Such amendment shall be effective thirty days (30) after the Bond Fund Trustee provides notice to the District and the Bondholders that the Bond Fund Trustee has received written consents (if any) to the provisions of Section 14 of Resolution No. [\_\_\_\_\_] , which, in addition to the deemed written consents to the provisions of Resolution No. [\_\_\_\_\_] , comprise greater than fifty percent (50%) aggregate principal amount of the Outstanding Bonds on the date of such notice. The holder of this Bond hereby consents to the amendment of the General Resolution as provided in Resolution No. [\_\_\_\_\_] .

This Bond and the Series of Bonds of which it is one constitute part of a duly authorized issue of Bonds (the "Bonds") issued or to be issued by the District under the Bond Resolution for valid corporate purposes of the District related to the Separate System. Said issue of Bonds is unlimited as to principal amount except as provided in the Bond Resolution and constitutes or may constitute one or more series in various principal amounts and of varying denominations, dates, maturities, interest rates and other provisions as provided in the Bond Resolution. All Bonds issued and to be issued under the Bond Resolution are and will be equally secured by the liens, pledges, assignments and covenants made therein, except as otherwise expressly provided or permitted in the Bond Resolution. Reference is hereby made to the Bond Resolution, copies of which are on file in the office of the District and at the principal office of The Bank of New York Mellon Trust Company, N.A., the Bond Fund Trustee appointed pursuant to the Bond Resolution, in New York, New York, to all of the provisions of which any owner of this Bond by his or her acceptance hereof thereby assents, for a description of and the nature and extent of the security for the Bonds issued or to be issued under the Bond Resolution, including this Bond; definitions of terms, including the "Separate System" and the "Revenues" from which this Bond and the interest hereon are payable and which are pledged to the payment of the interest on and principal of the Bonds; the nature and extent and manner of enforcement of the pledge; the rights and remedies of the holders thereof with respect thereto; the terms and conditions upon which this Bond and the Series of Bonds of which it is one are issued and upon which Additional Bonds may be hereafter issued under the Bond Resolution payable on a parity with this Bond and the series of Bonds of which this is one from the aforesaid Revenues and equally and ratably secured therewith; the conditions upon which the Bond Resolution may be amended or supplemented with or without the consent of the holders of the Bonds; the rights, duties and obligations of the District thereunder; the terms and conditions upon which the liens, pledges, assignments and covenants of the District made therein may be discharged at or prior to the maturity or redemption of this Bond, and this Bond thereafter no longer be secured by the Bond Resolution or be deemed to be outstanding thereunder, if moneys or certain specific securities shall have been deposited with the aforesaid Bond Fund Trustee sufficient and held in trust solely for the payment hereof; and for the other terms and provisions thereof.

The Bonds are payable solely from and are equally and ratably secured without priority by reason of Series, number, date of Bonds, sale, issuance, execution or delivery (except as to maturity, except as any Bond Retirement Account payments required in accordance with the provisions of the Bond Resolution may afford additional security for the Bonds of any specific Series and except as to the applicability of a Bond Insurance Policy or a Reserve Account Cash Equivalent to a particular Series) by a charge and lien upon the Revenues derived by the District from certain agreements to sell electrical power generated by the Separate System, all as more specifically described in the Bond Resolution and subject to the prior payment of the costs of operation and maintenance of the Separate System.

At the option of the District, the Bonds of the Series of Bonds of which this Bond is one are subject to redemption prior to maturity on any date on or after February 1, 20\_\_ as a whole or in part (and in the event that less than all of the Bonds of the Series of Bonds of which this bond is one of any maturity are called for redemption, the particular Bonds of such maturity to be redeemed shall be selected by lot by the Bond Fund Trustee), at par, together with the interest accrued thereon to the date fixed for redemption.

The Bonds of the Series of Bonds of which this Bond is one maturing on February 1, 20\_\_, 20\_\_, 20\_\_, 20\_\_ and 20\_\_ are also subject to mandatory redemption, by lot, from sinking fund installments deposited in the Bond Retirement Account on February 1 of each of the years and in the amounts provided in the Bond Resolution and in the following table at the principal amount thereof, together with the interest accrued thereon to the date fixed for redemption:

<b>Term Bonds Maturing February 1, [YEAR]</b>	
Year	Principal Amount

<b>Term Bonds Maturing February 1, [YEAR]</b>	
Year	Principal Amount

\*

<b>Term Bonds Maturing February 1, [YEAR]</b>	
Year	Principal Amount

<b>Term Bonds Maturing February 1, [YEAR]</b>	
Year	Principal Amount

\*

<b>Term Bonds Maturing February 1, [YEAR]</b>	
Year	Principal Amount

\*

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\*Final Maturity

With respect to each such sinking fund redemption, the District, at its option, may also redeem Bonds by lot, on any August 1, commencing August 1, 20\_\_, at the principal amount thereof, together with interest accrued thereon to the date fixed for redemption in an aggregate principal amount on any such August 1 equal to the sinking fund installments deposited, since the preceding February 1, in the Bond Retirement Account in accordance with the Bond Resolution for the purpose of providing moneys to redeem the Bonds scheduled for redemption by sinking fund installments on the following February 1. The principal amount of such Bonds to be redeemed by sinking fund installments on the following February 1 shall be reduced by the aggregate principal amount of such Bonds so redeemed at the option of the District on the preceding August 1.

The District may solicit tenders for the purchase of Bonds of the series of Bonds of which this Bond is one subject to mandatory sinking fund redemption as set forth above. The purchase price of any such Bonds may not exceed the applicable redemption price. Said purchase price may be paid from the sinking fund installments on deposit in the Bond Retirement Account under the

Bond Resolution to be used to otherwise redeem Bonds; accrued interest payable upon the purchase of such Bonds may be paid from the Interest Account of the Bond Fund. Any Bonds so purchased shall be cancelled and the principal amount so purchased shall be applied as a credit against the next applicable required sinking fund installment.

In the event this Bond is subject to prior redemption as aforesaid and is called for such redemption, notice of such redemption shall be mailed not less than thirty (30) days nor more than sixty (60) days prior to the redemption date to the registered holder of this Bond at the address as shown on the bond registration books of the Bond Fund Trustee. Notice of redemption having been given, as aforesaid, this Bond or any portion thereof so called for redemption shall on the date specified in such notice become due and payable at the applicable redemption price herein provided, and from and after the date so fixed for redemption (unless the District shall default in the payment hereof or thereof), interest on this Bond or the portion thereof so called for redemption shall cease to accrue.

If this Bond be of a denomination in excess of \$5,000, portions of the principal sum hereof in installments of \$5,000 or any multiple thereof may be redeemed, and if less than all of the principal sum hereof is to be redeemed, in such case upon the surrender of this Bond at the principal office of the Paying Agent, there shall be issued to the registered owner, without charge therefor, for the then unredeemed balance of the principal sum hereof, Registered Bonds of like series, maturity and interest rate in any of the denominations authorized by the Bond Resolution.

This Bond is transferable by the registered owner or his or her attorney duly authorized in writing at the principal office of the Bond Fund Trustee upon surrender and cancellation of this Bond, and thereupon a new Bond of the same principal amount and interest rate and maturity will be issued to the transferee as provided in the Bond Resolution, subject to the limitations and upon payment of the transfer charge, if any, therein prescribed. The District, the Bond Fund Trustee, the Paying Agent and any other person may treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment hereof and for all purposes and shall not be affected by any notice to the contrary, whether this Bond be overdue or not.

It is hereby certified, recited and declared that all acts, conditions and things required by the Constitution and statutes of the State of Nebraska to exist, to have happened and to have been performed precedent to and in the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as prescribed by law, and that the amount of this Bond, together with all other obligations or indebtedness of the District, does not exceed any constitutional or statutory limitation of indebtedness.

IN WITNESS WHEREOF, Omaha Public Power District has caused this Bond to be executed in its name with the facsimile signatures of the Chair and the Treasurer of the District

thereunto duly authorized and a facsimile of its corporate seal to be imprinted hereon and attested with the facsimile signature of its Secretary, all as of the date set forth hereon.

[SEAL]

OMAHA PUBLIC POWER DISTRICT

(Facsimile Signature)

Chair

(Facsimile Signature)

Treasurer

Attest:

(Facsimile Signature)

Secretary

## CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds of the issue described in the within-mentioned Bond Resolution.

THE BANK OF NEW YORK MELLON  
TRUST COMPANY, N.A., as Bond Fund  
Trustee

By \_\_\_\_\_  
Authorized Officer

Dated: \_\_\_\_\_

Each certificate representing the [2025] [2026] [ ] Bonds shall remain in the Bond Fund Trustee's custody subject to the provisions of the FAST Balance Certificate Agreement currently in effect between the Bond Fund Trustee and DTC.



[FORM OF ASSIGNMENT]

For value received, the undersigned hereby sells, assigns and transfers unto

---

(Social Security or Federal Employer Identification No.)

(the "Transferee") the within Bond and hereby irrevocably constitutes and appoints \_\_\_\_\_ attorney to transfer the same on the books of registration in the office of the within mentioned Bond Fund Trustee with full power of substitution in the premises.

Dated:

---

Registered Owner

Signature Guaranteed:

---

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or a trust company.

---

NOTICE: No transfer will be registered and no new Bond will be issued in the name of the Transferee unless the signature to this assignment corresponds with the name as written on the face of the within Bond in every particular, without alteration, enlargement or any change whatsoever, and the Social Security or Federal Employer Identification Number of the Transferee is supplied.

Moody/Underwood

**RESOLUTION NO. [ ]**

**WHEREAS**, the Omaha Public Power District (the “District”), a public corporation and political subdivision of the State of Nebraska, is vested pursuant to the provisions of 70-631 of the Reissue Revised Statutes of Nebraska, as amended, with the power to borrow money and incur indebtedness for any corporate use or purpose upon such terms and in such manner as the District shall determine; and

**WHEREAS**, the District is currently evaluating its financing options and opportunities to refund a portion of its outstanding Separate Electric System Revenue Bonds (Nebraska City 2) to achieve debt service savings; and

**WHEREAS**, Management has recommended that the Board of Directors of the District (the “Board”) authorize Management to enter into one or more agreements with a group of national and local investment bankers to monitor debt markets and interest rate levels and, if conditions permit, to make offers to purchase the District’s separate electric system bonds on a negotiated basis; and

**WHEREAS**, in recognition of the foregoing, by Resolution No. [ ] adopted on the date hereof, the Board of Directors created and authorized the issuance of one or more series of Separate Electric System Refunding Revenue Bonds (Nebraska City 2) in an aggregate principal amount not to exceed \$[ ] million (collectively, the “Authorized Bonds”), the proceeds of which will be used for valid corporate purposes of the District, including refunding outstanding Separate Electric System Revenue Bonds (Nebraska City 2) of the District, funding related reserve funds and paying costs and expenses relating thereto; and

**WHEREAS**, the determination of the final terms of each series of the Authorized Bonds, including interest rates, principal amounts, maturity and sinking fund installment dates, optional redemption provisions, bond insurance, if any, and series names and letter designations shall be as set forth in one or more Pricing Certificates executed by the Vice President and Chief Financial Officer of the District or the President and Chief Executive Officer of the District and delivered to the Treasurer or, in the absence of the Treasurer, the Chair, of this Board.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the Omaha Public Power District as follows:

That Management is hereby authorized, in consultation with the District’s financial advisor (currently Barclays Capital Inc.), to negotiate, execute and deliver one or more investment banking agreements with one or more groups of local and national investment banks (the “Underwriters”) for the Authorized Bonds.

That the Board hereby authorizes and directs the Vice President and Chief Financial Officer and/or the President and Chief Executive Officer of the District (a) to review offers made to the District by the Underwriters from time to time to purchase the Authorized Bonds and, after consultation with the District's financial advisor, to select the offer or offers which the Vice President and Chief Financial Officer and/or the President and Chief Executive Officer deem(s) to be in the best interest of the District, (b) to execute and deliver one or more Pricing Certificates as provided in Resolution No. [ ] evidencing the terms of such offers, and (c) to execute and deliver, with respect to each accepted offer, a Bond Purchase Agreement for the sale of such Authorized Bonds in substantially the form attached hereto as Exhibit A and otherwise consistent with the terms of the Authorized Bonds set forth in Resolution No. [ ], the applicable Pricing Certificate and the selected offer of the Underwriters; and that the Board further authorizes and directs the Secretary or any Assistant Secretary of the District to affix the seal of the District to each such Bond Purchase Agreement and to attest the same and all of the officers and employees of the District to carry out or cause to be carried out all the obligations of the District under each Bond Purchase Agreement. Such authority to execute and deliver Bond Purchase Agreements shall extend to and include December 31, 20[26] (as such date may be extended by further action of the Board). Prior to execution and delivery of a Bond Purchase Agreement pursuant hereto, the Vice President and Chief Financial Officer and/or the President and Chief Executive Officer shall report to the Treasurer of this Board no less frequently than once each calendar quarter as to any offers received or expected to be received from the Underwriters to purchase the Authorized Bonds.

The Board hereby authorizes and approves the use of the Preliminary Official Statement in substantially the form presented to the Board in connection with this Resolution No. [ ] (together with such further modifications, updates and amendments as, in the judgment of the Vice President and Chief Financial Officer and/or the President and Chief Executive Officer of the District, are necessary or appropriate for use in connection with the offering and sale of the Authorized Bonds), and one or more Official Statements (in substantially the form of the Preliminary Official Statement, as modified) completed to reflect the terms of the applicable Authorized Bonds as set forth in the relevant Pricing Certificate, the information contained therein and the documents and material referred to in the applicable Bond Purchase Agreement to be used in connection with the public offering and sale of the Authorized Bonds, and directs the Chair or Vice Chair or Vice President and Chief Financial Officer or the President and Chief Executive Officer to express such approval and the District's approval of any additional revisions to the Official Statement by executing and delivering the Official Statement to the Underwriters as required by the applicable Bond Purchase Agreement.

That the officers of the District are hereby authorized and directed, jointly and severally, for and in the name of and on behalf of the District, to do any and all things and take any and all actions and execute and deliver any and all certificates and documents which they, or any of them, may deem necessary or appropriate in order to consummate the issuance and delivery of the Authorized Bonds in accordance with this Resolution and resolutions theretofore approved by the Board.

That the Board hereby authorizes and directs the Treasurer, Assistant Treasurers and Treasury Agents to invest the proceeds received by the District from the sale of the Authorized Bonds as in their discretion they deem to be in the best interest of the District, such investment to

be in such securities as are authorized by Resolution No. 5472 adopted by the Board on November 17, 2005, as amended by Resolution No. 6019 adopted by the Board on November 13, 2014, and State of Nebraska statutes, and to invest and reinvest such proceeds and additional moneys available in such funds from time to time.

That Management is authorized to incur such expenses as may be required in connection with the preparation of the documents referenced herein and with the marketing, issuance and sale of the Authorized Bonds.

[Remainder of Page Intentionally Left Blank]

I hereby certify that the foregoing is a true and correct copy of Resolution No. [ ] adopted by the Board of Directors of the Omaha Public Power District at a meeting held on June 19, 2025.

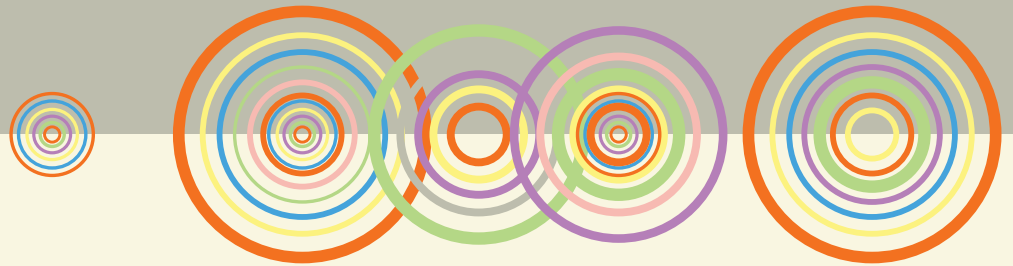
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Bradley R. Underwood  
Vice President and Chief Financial Officer  
Assistant Treasurer and Assistant Secretary  
Omaha Public Power District

**EXHIBIT A**  
**FORM OF BOND PURCHASE AGREEMENT**

# AMI OPT-OUT SERVICE CHARGE

➤ 06.17.25 ➤



Bradley 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-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

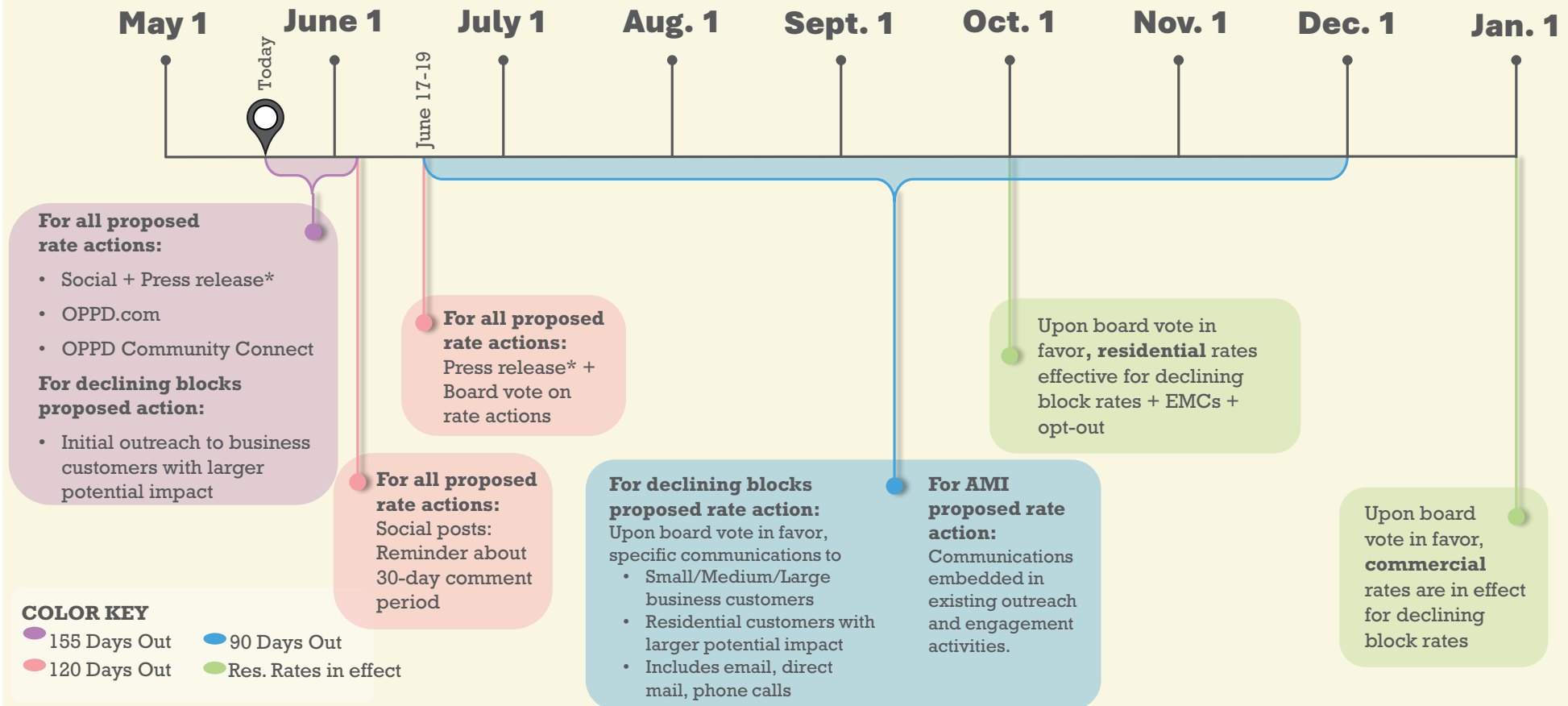
## Rider 470N – Non-AMI Meter Installation

### 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



# CUSTOMER FEEDBACK

- Final recap will be added on Monday afternoon



## Action Item

June 17, 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.

This rate action will be effective October 1, 2025.

### FACTS

- a. In the fourth quarter 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 \$50 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 non communicating meters.
- 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.

### ACTION

Board Approval of the Advanced Metering Infrastructure Opt-Out Service Charge.

#### RECOMMENDED:

DocuSigned by:

*Bradley Underwood*

Bradley R. Underwood  
Vice President and Chief Financial Officer

#### APPROVED FOR BOARD CONSIDERATION:

Signed by:

*L. Javier Fernandez*

L. Javier Fernandez  
President and Chief Executive Officer

Attachments: AMI Opt-Out Presentation  
Letter from The Brattle Group  
Red line of full Service Regulations and Schedules  
Resolution



# Service Regulations & Schedules

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

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# 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 OPD 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	
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>

~~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.

#### ADMINISTRATIVE

##### Service 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.

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#### 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>
<u>0 – 1,000 kWh</u>	<u>10.62 cents/kWh</u>	<u>8.40 cents/kWh</u>
<u>1,001 – 3,000 kWh</u>	<u>10.62 cents/kWh</u>	<u>8.40 cents/kWh</u>
<u>3,001+ kWh</u>	<u>10.62 cents/kWh</u>	<u>7.19 cents/kWh</u>

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.

Effective 01/01/2025 01/01/2026  
Resolution No. 6683####

## 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>

Energy Usage

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

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

*OPPD's Cost of Production:* 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

*OPPD's Cost of Production:* 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 01/01/202501/01/2026

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.~~

~~A monthly charge of \$50 will be assessed to customers who have using a non-communicating meter.~~

(470N): Non-AMI Meter Installation Charge

~~A one-time charge of \$220 to install a non-a non-communicating meter.~~

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





Moody/Underwood

**RESOLUTION NO. XXXX**

**WHEREAS**, Rider Schedule No. 470 General - Customer Service Charges of the District's Service Regulations and Schedules currently includes (470M) - Special Meter Reading due to Inaccessible Meter / Non-Automated Meter Read Meter - a monthly charge for customers who require special meter reading; and

**WHEREAS**, District Management proposes that (470M) be updated to be titled, "Monthly Meter Reading Charge," which would be a \$50 charge to any customer that chooses to have a non-communicating meter; and

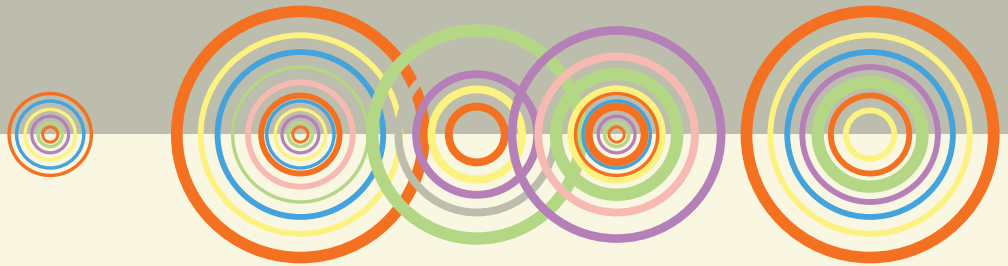
**WHEREAS**, District Management proposes to add a new charge titled, "(470N) - Non-AMI Meter Installation Charge", to assess a \$220 one-time charge for customers that opt-out of having an AMI meter installed, in order to recover the cost of installing a new non-communicating meter.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the Omaha Public Power District that the proposed revisions to the District's Service Regulations and Schedules attached hereto, relating to (470M) and (470N) of Rider Schedule No. 470, are approved.



# ELIMINATION OF THE DECLINING BLOCK RATES AND ENERGY MANAGEMENT CREDIT

➤ 06.17.25 ➤



Bradley R. Underwood  
Vice President and Chief Financial Officer



# 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.

# 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.**

# 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%**

# 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**

# 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

# CUSTOMER FEEDBACK

## Preliminary feedback on Removing Declining Block Rates and Energy Management Credits

### Themes

- Not a lot of interest in the topic, very little engagement
- Customers appreciated the information for budgeting
- Some wanted more information
- Some were concerned about the increase in their bill
- Comment about wind and solar energy

### Sentiment

- Mixed sentiment
- Most are understanding but want more information
- Bills increasing has negative sentiments

### Total Number of Comments

- 5 Small – Medium Business Customers
- 7 Social Media
- 0 OPPDCommunityConnect, Large Commercial & Industrial, Board and Customer Care and Media Contacts



## Action Item

June 17, 2025

### ITEM

Elimination of the Declining Block Rates and Energy Management Credit

### 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 will take effect October 1, 2025, which marks the beginning of the next non-summer month period.

The General Service declining block rate action will 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 District, 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 District's Service Regulations & Schedules.
- h. Because the EMC elimination is recommended to be 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.


### ACTION

Board Approval of the elimination of the declining block rate structure and Energy Management Credit.

#### RECOMMENDED:

DocuSigned by:  
  
076A0027FE154F8...  
Bradley R. Underwood  
Vice President and Chief Financial  
Officer

#### APPROVED FOR BOARD CONSIDERATION:

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

Attachment: Letter from The Brattle Group  
Red line of full Service Regulations and Schedules  
Resolution



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





Moody/Underwood

**RESOLUTION NO. XXXX**

**WHEREAS**, the District's rate consultant, The Brattle Group, conducted an assessment of OPPD's existing rate designs in May 2024; and

**WHEREAS**, The Brattle Group recommended elimination of declining block rates and the Energy Management Credit from all applicable rates in the District's Service Regulations and Schedules; and

**WHEREAS**, District Management evaluated the merits of The Brattle Group's recommendation and analyzed the customer bill impacts of the changes; and

**WHEREAS**, District Management concluded that the elimination of declining block rates and the Energy Management Credit are necessary and prudent actions as part of ongoing efforts to modernize customer rates in accordance with applicable rate principles.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the Omaha Public Power District that the proposed revisions to the District's Service Regulations and Schedules are approved as attached hereto.



## Action Item

June 17, 2025

### ITEM

SD-2: Rates Monitoring Report

### PURPOSE

To ensure full Board review, discussion and acceptance of SD-2: Rates 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-2: Rates on an annual basis.
- e. Board Policy SD-2: Rates was revised and approved by the Board on December 15, 2022.
- f. The Finance Committee has reviewed the SD-2: Rates Monitoring Report and is recommending that OPPD be found to be sufficiently in compliance with the policy as stated.

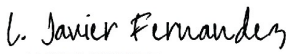
### ACTION

The Finance Committee recommends Board approval of the SD-2: Rates Monitoring Report.

#### RECOMMENDED:

DocuSigned by:  
  
D76A6627FE154F8...  
Bradley R. Underwood  
Vice President and Chief Financial Officer

#### APPROVED FOR REPORTING TO BOARD:

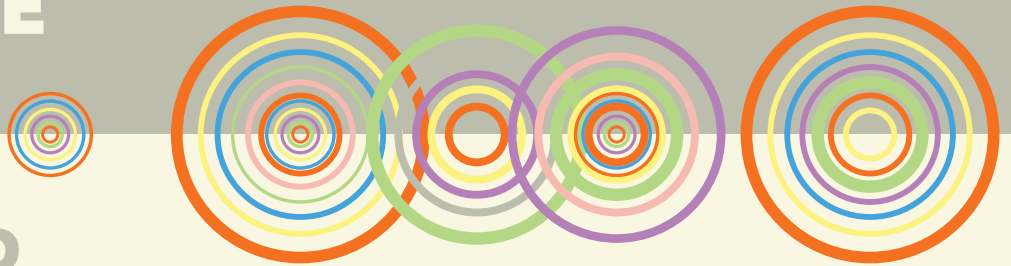
Signed by:  
  
AC399FDCE56247E...  
L. Javier Fernandez  
President and Chief Executive Officer

Attachment: SD-2: Rates Monitoring Report  
Resolution

# **MONITORING REPORT** ➤ 06.17.25 ➤

## **SD-2: RATES**

### **FINANCE COMMITTEE**



**BRADLEY R. UNDERWOOD**  
**VICE PRESIDENT AND CHIEF FINANCIAL OFFICER**



# SD-2: RATES

## Strategic Directive

In implementing this directive, OPPD shall:

- Maintain fair, reasonable, and non-discriminatory rates as stated in Nebraska Revised Statute 70-655;
- Equitably assign costs across and within all customer classes;
- Monitor affordability indicators;
- Pursue rate process and structure changes to reflect the cost of energy when it is used;
- Offer flexibility and options;
- Be simple and easy to understand;
- And pursue a directional rate target of 10% below average published rates of seven states in the North Central Region on a system average basis.



# SD-2: RATES

## Directional Rate Target

### COMPARISON

Comparison against the North Central Region:

- North Central Region, as defined by OPPD, is the region made up of the following seven states: Illinois, Iowa, Indiana, Kansas, Missouri, Nebraska and South Dakota
- Comparison is done on a System Average Basis: Total revenue billed to retail customers divided by total kWh sold to retail customers. The result is measured in cents per kWh
- OPPD obtains data from the Energy Information Administration's (EIA)



### DIRECTION

Directional goal of 10% below the North Central Region average rates:

- OPPD experienced a relatively modest 2.9% increase via an FPPA adjustment in 2023
- OPPD met this directional goal and remained below the regional average in 2023
  - Some states saw a significant increase in 2022 followed by a significant decrease in 2023
    - States included Illinois, Indiana, Iowa, Kansas, and Missouri
  - Other states saw a small increase in 2022 followed by another small increase in 2023
    - States included Nebraska and South Dakota



# SD-2: RATES

## Data Reporting Changes

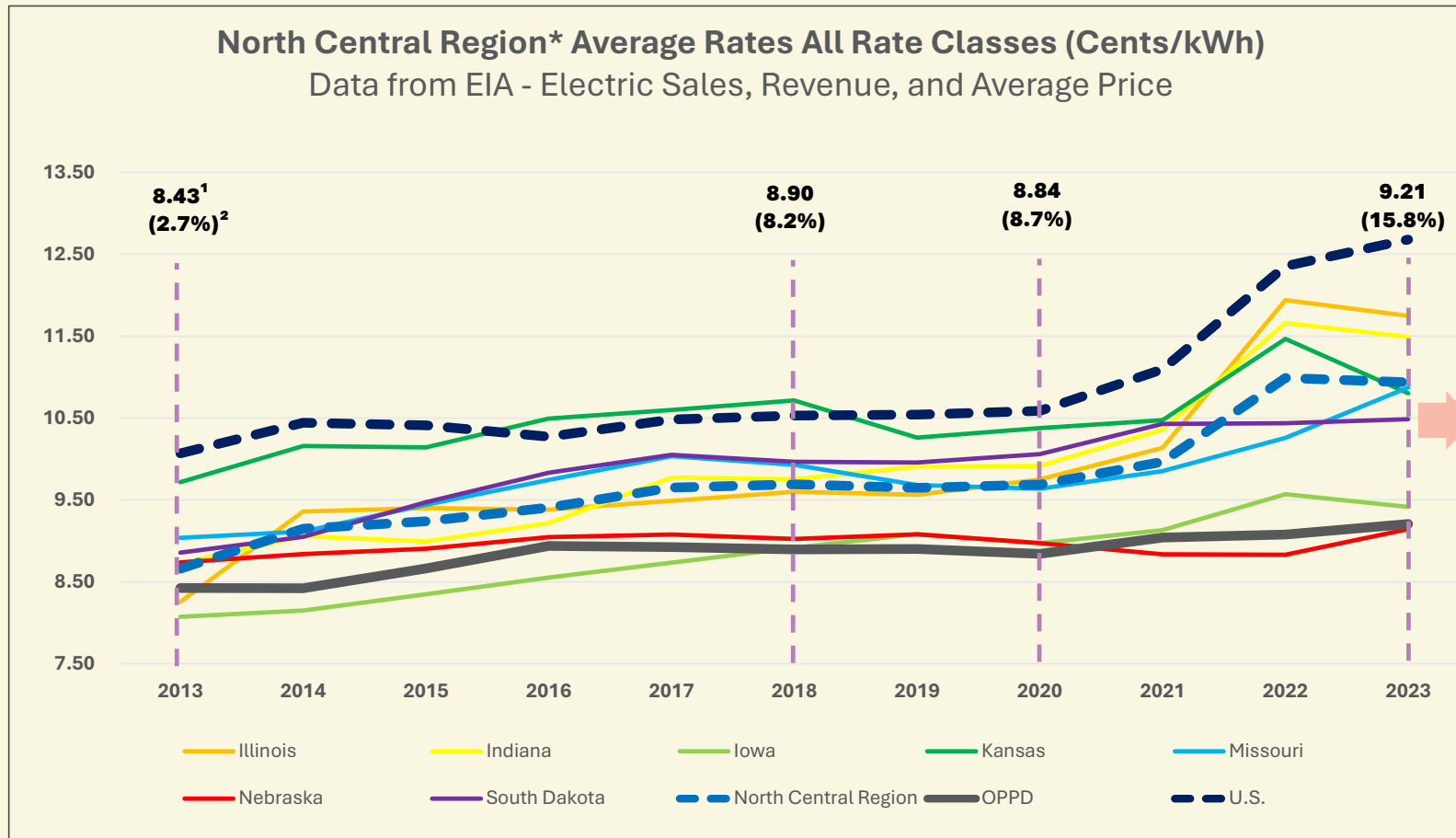
### PRIOR TO 2023

- EIA had no reporting requirements for Data Centers and Crypto Customers
- OPPD reported Data Center and Crypto Customers as part of their respective rate classes
  - Data Centers were included in Industrial under Rate 261M

### STARTING IN 2023

- EIA created a requirement for Data Centers and Crypto Customers to be reported in Commercial Rates
- OPPD has followed EIA reporting for this SD-2 Report
- For the purposes of OPPD's own internal and other external reporting, data centers and crypto customers will remain in their respective rate classes

## SD-2: RETAIL RATES



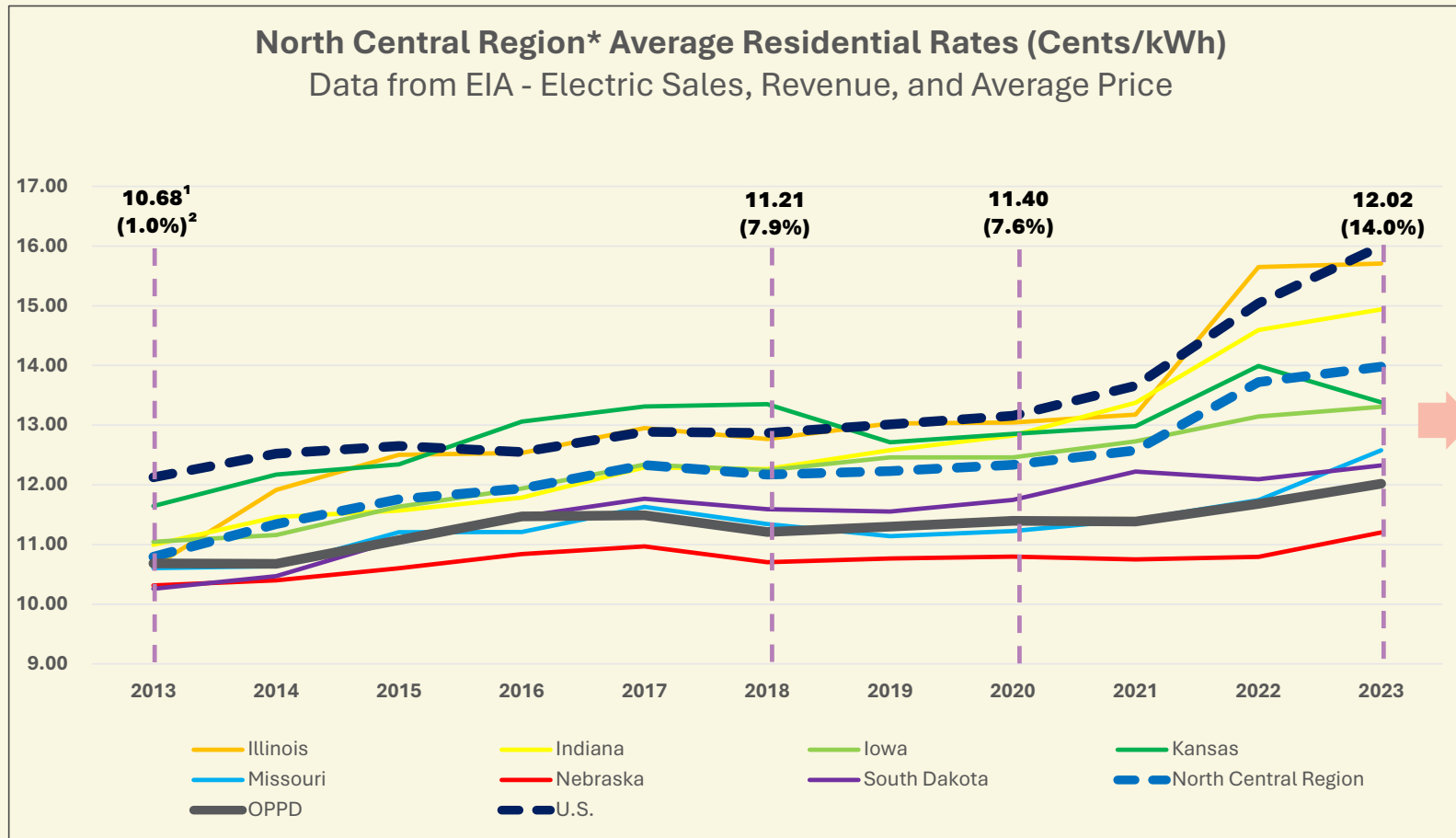
**OPPD  
27.4%  
below  
national  
average**

\*OPPD-defined region (North Central Region) composed of: Illinois, Indiana, Iowa, Kansas, Missouri, Nebraska, and South Dakota

<sup>1</sup> OPPD Cents/kWh

<sup>2</sup> OPPD Percentage below Regional Average

## SD-2: RESIDENTIAL RATES

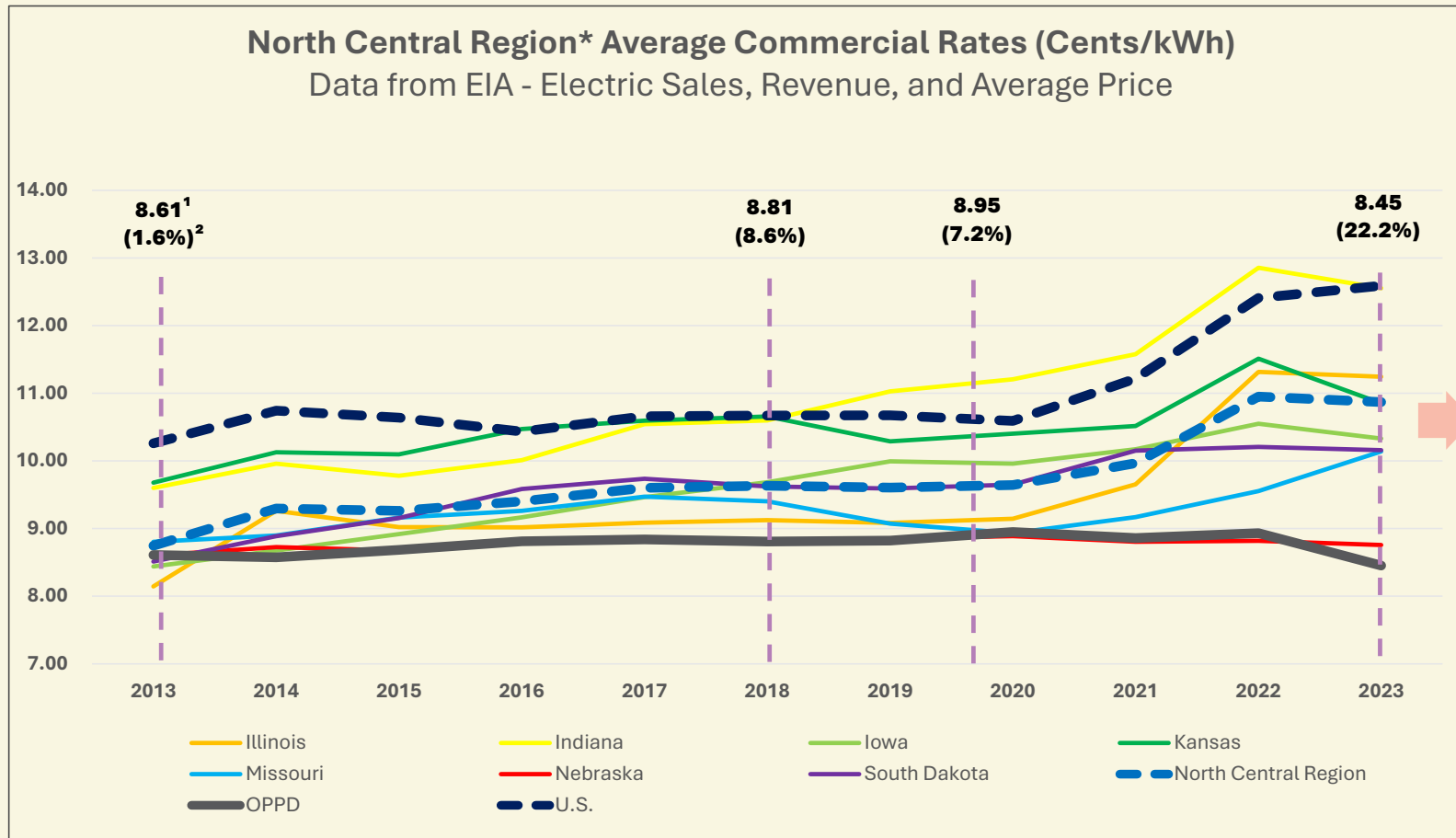


\*OPPD-defined region (North Central Region) composed of: Illinois, Indiana, Iowa, Kansas, Missouri, Nebraska, and South Dakota

<sup>1</sup> OPPD Cents/kWh

<sup>2</sup> OPPD Percentage below Regional Average

## SD-2: COMMERCIAL RATES



\*OPPD-defined region (North Central Region) composed of: Illinois, Indiana, Iowa, Kansas, Missouri, Nebraska, and South Dakota

\*\*In 2023, EIA shifted Data Centers and Crypto (261M) from Industrial to Commercial

<sup>1</sup> OPPD Cents/kWh

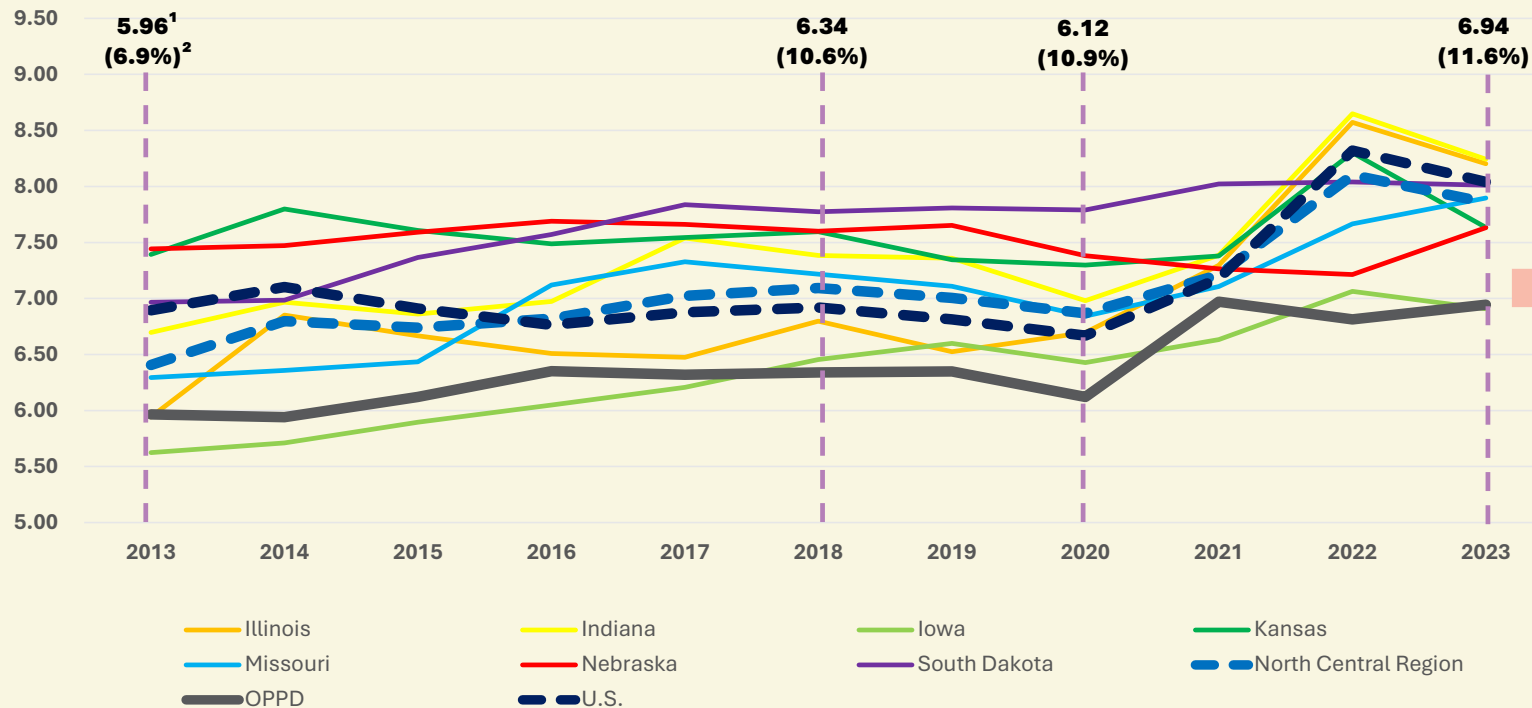
<sup>2</sup> OPPD Percentage below Regional Average

## SD-2: INDUSTRIAL RATES



### North Central Region\* Average Industrial Rates (Cents/kWh)

Data from EIA - Electric Sales, Revenue, and Average Price



**OPPD  
13.6%  
below  
national  
average**

\*OPPD-defined region (North Central Region) composed of: Illinois, Indiana, Iowa, Kansas, Missouri, Nebraska, and South Dakota

\*\*In 2023, EIA shifted Data Centers and Crypto (261M) from Industrial to Commercial

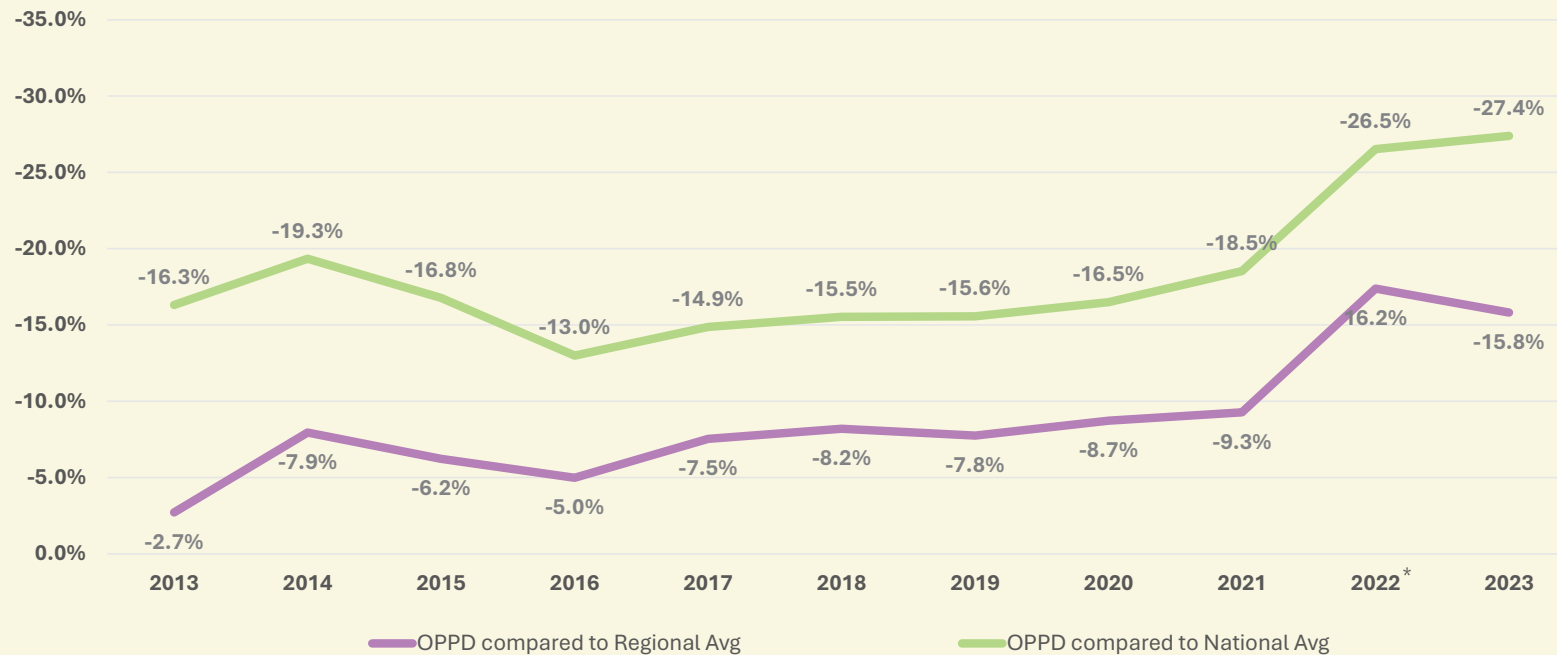
\*\*\*From 2018 – 2022, OPPD included Data Centers and Crypto (261M) in Industrial

<sup>1</sup> OPPD Cents/kWh

<sup>2</sup> OPPD Percentage below Regional Average

## SD-2: RETAIL RATES

### OPPD Percentage Below Regional Average & National Average 10 Year Data from EIA - Electric Sales, Revenue, and Average Price



\*OPPD-defined region (North Central Region) composed of: Illinois, Indiana, Iowa, Kansas, Missouri, Nebraska, and South Dakota was changed from EIA-defined region (West North Central) which was approved in 2022

# SD-2: RATES

## Fair, Reasonable, and Non-Discriminatory

### MAINTAIN

Maintain fair, reasonable and non-discriminatory rates as stated in Nebraska Revised Statute 70-655

- Cost of Service Study (COSS) is completed to align rates with cost drivers
- Continually evaluating allocations based on changes within the organization and industry
- Costs are allocated across classes according to their unique usage characteristics
- The rate setting process is reviewed by an outside consultant (The Brattle Group)

### IMPLEMENT

Implement recommendations from Brattle's Assessment of OPPD's Existing Rate Designs (presented to Finance Committee September 2024)

- Evaluate eligibility criteria across all rates
- Currently evaluating rates related to Avoided Cost Study

### PLAN

Plan for a Time Varying Rates (TVR) Pilot

- Drive alignment around the purpose of TVR's at OPPD
- Select the TVR's that best achieve the stated purpose
- Monitor evolving SPP regional balancing strategy and implications for price signal strategy



# SD-2: RATES

## Cost Assignment Across & Within Classes

**Equitably assign costs across and within all customer classes.**

- Equitable assignment of costs within rate classes is dependent on rate structure, metering technology, and customer homogeneity.
- 2023 Rate Action aligned cost recovery to the COSS in support of fair, reasonable, and non-discriminatory rate recovery principles.

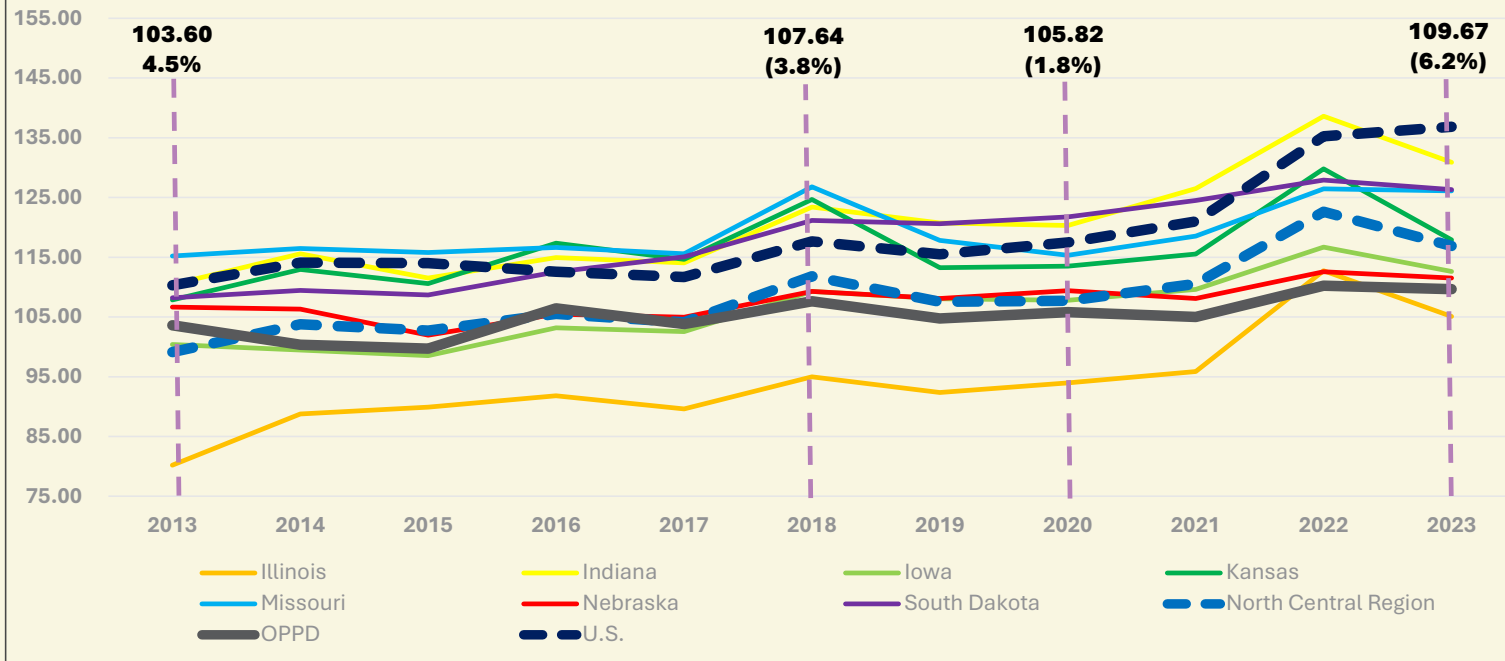
	Industrial	Commercial	Residential
Customer Costs*	●	●	●
Energy Costs	●	●	●
Demand Costs*	●	Partial	Partial

\*Service charge recovers a portion of the customer and distribution related costs for small commercial and residential rate classes

## SD-2: AFFORDABILITY INDICATORS

### North Central Region\* Average Residential Bill (\$/Month)

Data from EIA - Electric Sales, Revenue, and Average Price



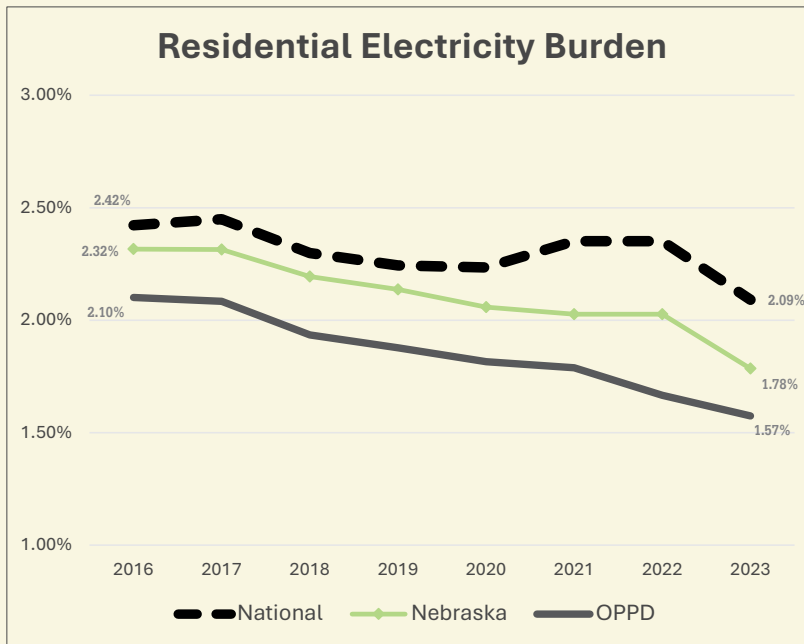
**OPPD  
19.9%  
below  
national  
average**

	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
OPPD	\$103.60	\$100.37	\$99.70	\$106.43	\$103.82	\$107.64	\$104.77	\$105.82	\$104.99	\$110.24	\$109.67
Region	\$99.12	\$103.78	\$102.71	\$105.51	\$104.10	\$111.83	\$107.55	\$107.71	\$110.55	\$122.62	\$116.88
U.S.	\$110.30	\$114.09	\$114.03	\$112.59	\$111.67	\$117.65	\$115.49	\$117.46	\$121.01	\$135.25	\$136.84

\*OPPD-defined region (North Central Region) composed of: Illinois, Indiana, Iowa, Kansas, Missouri, Nebraska, and South Dakota

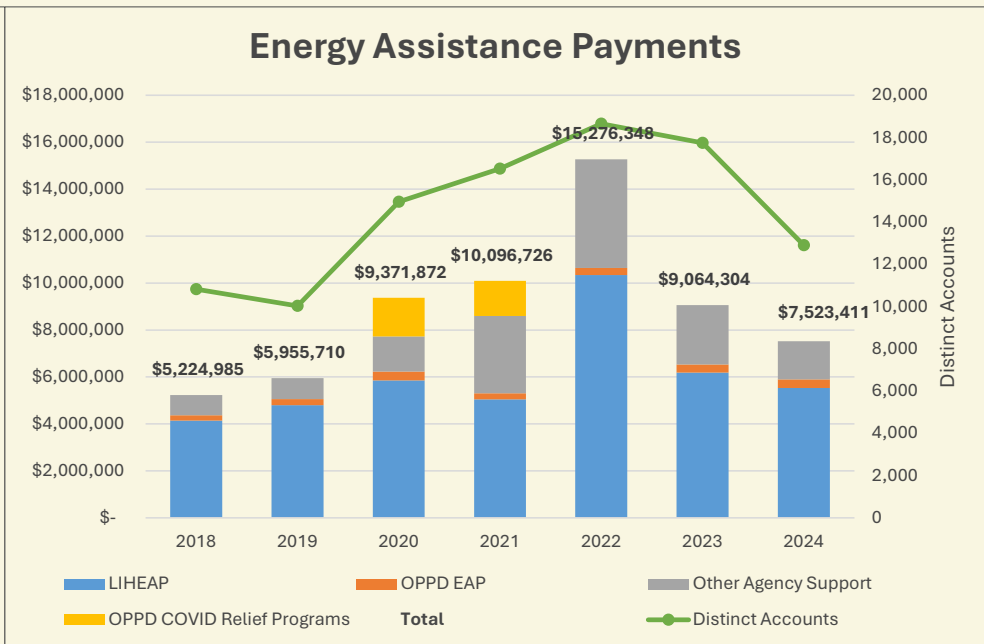
# SD-2: RATES

## Affordability Indicators



Median Household Income Data from US Census, ACS-5Y,  
Electricity Data from EIA Annual Electric Utility Data

$$\text{Electricity Burden} = \frac{\text{Average Annual Electric Bill}}{\text{Annual Income}}$$



- 17% decrease in assistance funding from 2023
- Energy assistance funding has returned to pre-pandemic levels
- Increase in assistance funding during pandemic helped mitigate the impact on arrears and affordability for income constrained customers

# SD-2: RATES

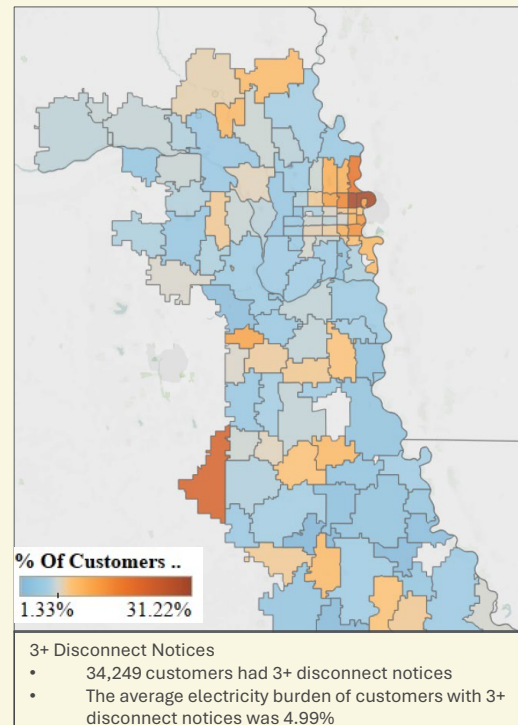
## Monitor Affordability Indicators

Electricity burden is impacted by income, heating sources, efficiency of the premise, behavioral and other factors.

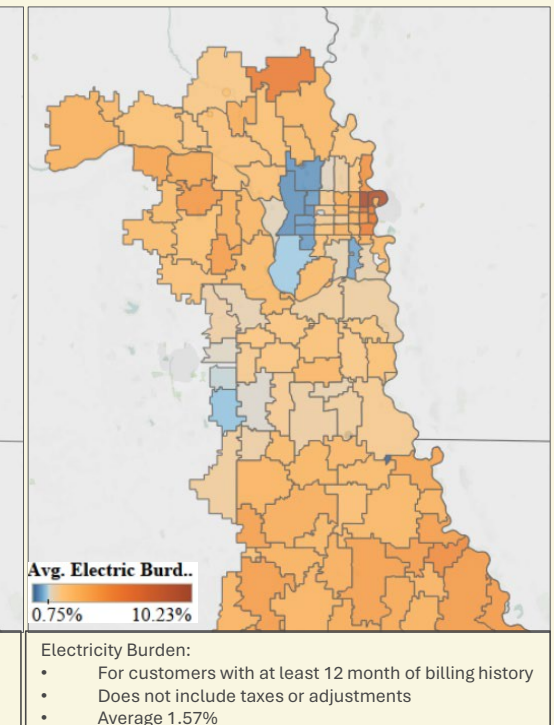
- Individual customer energy burdens can be above or below the zip code average
- A household with 6% or greater energy burden is considered to be a high energy burden household\*
- Customer with 3+ disconnect notices is an indicator of high electricity burden

\*<https://www.aceee.org/sites/default/files/pdfs/u2006.pdf>

Percentage of Customers with  
3+ Disconnect Notices



Electric Burden by Zip Code



# SD-2: RATES

## Flexibility and Options

Offer flexibility and options

- The following options exist to increase flexibility and options for interested and eligible customers
- OPPD is continuously working toward future rate, product, and service offerings to meet customer needs

Residential	General Service	
Heat Pump	261M	Standby Service*
Private Outdoor Lighting	Streetlights	Curtable*
Cogeneration and Small Power*	Cogeneration and Small Power*	Time of Use*
Net Metering*	Net Metering*	Supplemental Capacity*
Community Solar*	Community Solar*	Primary Service Discount*
	Green Sponsorship*	

\*Denotes Rider

# SD-2: RATES



## Cost of Energy When Used

**PROCESS & STRUCTURE:** Changes reflect the cost of energy when it is used - Residential and Small Commercial Rates include a seasonal energy charge:

- Summer being June through September
- Non-Summer being October through May

**FUEL & PURCHASE POWER ADJUSTMENT:** Calculated using seasonal energy prices reflecting the cost of the energy when it is expected to be used

**LARGE POWER:** High-voltage Transmission Level – Market Energy (261M Rate) energy is priced hourly at the SPP market nodal price

**ADVANCED RATE STRUCTURE:** OPPD will continue to evaluate more advanced rate structures as AMI and other technologies are monitored and implemented

# SD-2: RATES

## Simple and Easy to Understand

### ESTABLISH

Establish effective and engaging broad communication with customers

- OPPD Rates remain lower than regional and national averages

### ENSURE

Ensure targeted and specific messaging for individual rate classes and customers using direct messaging and/or conversations about specific rate increase impacts

- Provided customers more detailed explanations of the drivers of the rate increase
- Provided customers an opportunity to have conversations with OPPD
  - Explored options through programs and offerings to better serve our customers

### GUIDE

The Rate Fundamentals Report was published on OPPD.com in Fall 2023

- Provides foundational guidance to stakeholders regarding the rate setting process

# SD-2: RATES

## Recommendation

The Finance Committee has reviewed and accepted this Monitoring Report for SD-2 and recommends that the Board find OPPD to be sufficiently in compliance with Board Policy SD-2.





*Moody/Underwood*

**RESOLUTION NO. XXXX**

**WHEREAS**, the Board of 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-2: Rates on an annual basis. The Committee has reviewed the SD-2: Rates 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 the Omaha Public Power District accepts the SD-2: Rates Monitoring Report, attached hereto and made a part hereof, and finds OPPD to be sufficiently in compliance with the policy as stated.



Omaha Public Power District

## Pre-Committee Agenda

### SYSTEM MANAGEMENT & NUCLEAR OVERSIGHT PRE-COMMITTEE MEETING WEBEX VIDEOCONFERENCE June 2, 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. \*\*SD-6: Safety Policy Revision (Langel – 20 min)
  - a. Objective: Collect comments on the SD-6 policy revision and discuss recommendation for approval.
4. Nebraska City Generation Station (Via – 5 min)
  - a. Objective: Discuss dust collector safety event.
5. \*\*NOS ELG Building and Equipment – Engineer's Certification (Via – 15 min)
  - a. Objective: Provide ELG project status and associated regulations.
6. Financial Stewardship Update (Underwood – 10 min)
  - a. Objective: Provide an update on the various organization-wide cost savings initiatives.
7. \*\*Integrated Distribution Plan (Underwood – 40 min)
  - a. Objective: Provide status updated on OPPD's Integrated Distribution Plan.
8. Board Work Plan – Systems Committee Items (Focht – 2 min)
  - a. Objective: Review current board work plan.
9. Summary of Meeting (Pohl – 1 min)
  - a. Objective: Summary of committee action items.

\*\* Indicates topic that will be included on all committee meeting agenda.



**BOARD OF DIRECTORS**

## Reporting Item

June 17, 2025

ITEM

Revisions to SD-6: Safety

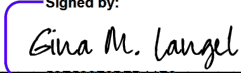
PURPOSE

Provide an opportunity for the Board to discuss revisions to SD-6: Safety.


FACTS

- a. 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.
- b. Each policy was evaluated and assigned to the appropriate Board Committee for oversight of the monitoring process.
- c. The System Management & Nuclear Oversight Committee is responsible for evaluating Board Policy SD-6: Safety.
- d. During the SD-6: Safety monitoring report discussion on February 18, 2025, members of the Board expressed interest in management's recommendations for potential revisions to this policy.
- e. The Systems Management and Nuclear Oversight Committee has requested public discussion of SD-6: Safety ahead of a public comment period.

**RECOMMENDED:**

Signed by:  
  
Gina Langel  
Vice President, Safety and Facilities

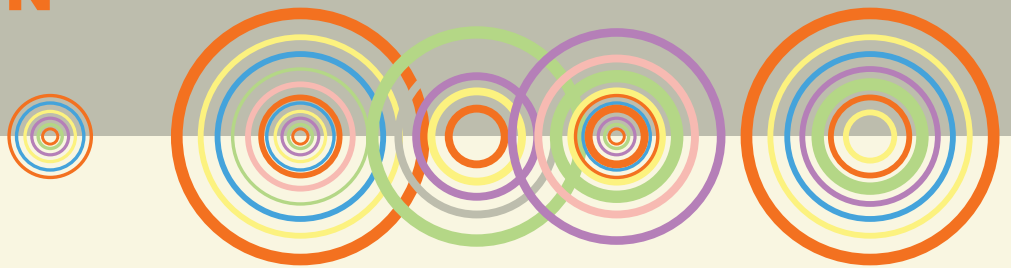
**APPROVED FOR REPORTING TO BOARD:**

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

Attachments:      Exhibit A – SD-6: Safety Revision (redline)  
                             Exhibit B – SD-6: Safety Revision (clean)

# **SD-6: SAFETY BOARD POLICY REFINEMENT DISCUSSION**

➤ 06.17.25 ➤



Gina Langel  
Vice President, Safety & Facilities



## **SD-6: SAFETY**

Through continuous improvement and monitoring, OPPD shall be recognized as a leader in employee safety and ensure the safety of the public in relation to OPPD operations. The Board establishes a long-term goal to continue to improve safety results that:

- Reduce OPPD's Days Away, Restricted or Transferred (DART\*) rate to < .50, as measured by the industry's performance metric DART.
- Reduce OPPD's Preventable Vehicle Incident Rate (PVIR\*) rate to < 4.00, as measured by the industry's performance metric PVIR.

*"Governance exists in order to translate the wishes of an organization's owners into organizational performance."*  
- John Carver



## REFINEMENT PROCESS: STRATEGIC DIRECTIVES



### BOARD WORK PLAN

*Step 1*  
Committee chair/director requests during regular All Committee to determine if policy refinement will be added to the Board Work Plan.

### PRIORITIZATION

*Step 2*  
Board Chair and CEO convene to confirm priority, resource requirements, and start and finish dates; pending discussion, Chair/CEO will inform committee chair.

### PRES & CEO

*Step 3*  
Assigns ELT to policy refinement as appropriate; approves initial drafts for committee review and comment.

### COMMITTEE

*Steps 4-5*  
Reviews, revises and finalizes refinements to present to Board.  
  
Committee Chair  
Committee

### BOARD

*Steps 6-8*  
Provides feedback on draft; concur readiness for public posting; approve final committee recommendation via Board vote.

**In-Committee**

**Added to Work Plan**  
02.18.25

**Committee discussion & recommendation development**  
06.02.25

**Board review/decision**  
06.19.25  
**Public Comment**  
06.18 – 07.17.25 (TBD)  
**Vote**  
08.21.25

# POLICY REFINEMENT LOGIC

- Current indicators (DART & PVIR) are lagging and do not take into consideration injury severity, psychological safety or proactive leading indicators.
- The Safety Index has been presented at multiple national and regional conferences.
- We continue to partner with peers to move towards the Safety Index being a standard of measurement for benchmarking.
- We are actively working with Lincoln Electric System (LES) and Nebraska Public Power District (NPPD) on this effort.
- Moving to a 12-month rolling average provides a more comprehensive status than current indicators.

# SAFETY INDEX DEFINITIONS



## **Days Away, Restricted, Transferred (DART) Rate**

Multiply the number of DART cases times 200,000 divided by the hours worked. (15 points possible)



## **Preventable Vehicle Incident (PVI) Rate**

Multiply the number of PVI cases times 1,000,000 divided by the miles driven. (10 points possible)



## **Observation Rate**

Leading indicator and utilizes a quality metrics. Psychological safety indicator. (20 points possible)



## **Severity Rate**

Industry standard formula that considers days away. (15 points possible)



## **Injury Ratio**

Psychological safety indicator; considers non-recordable vs. recordable and reporting. (15 points possible)



## **Hazard Reporting Ratio / Potential Serious Injury or Fatality (PSIF) Bonus**

Psychological safety indicator and leading indicator. Direct correlation to injuries. (15 points possible +PSIF Bonus)

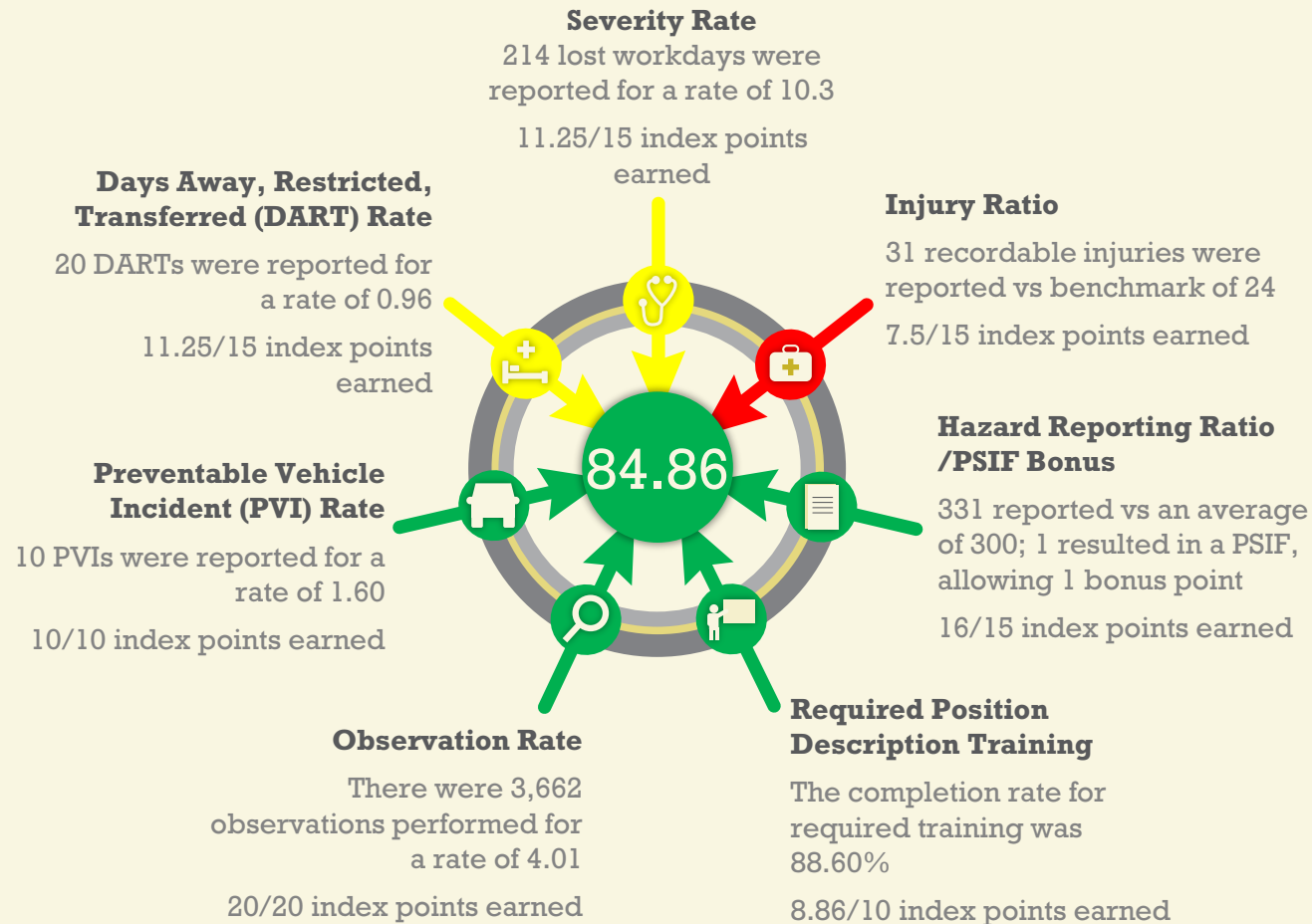


## **Required Position Description (PD) Training**

Completion percentage for required PD training and leading indicator. (10 points possible)

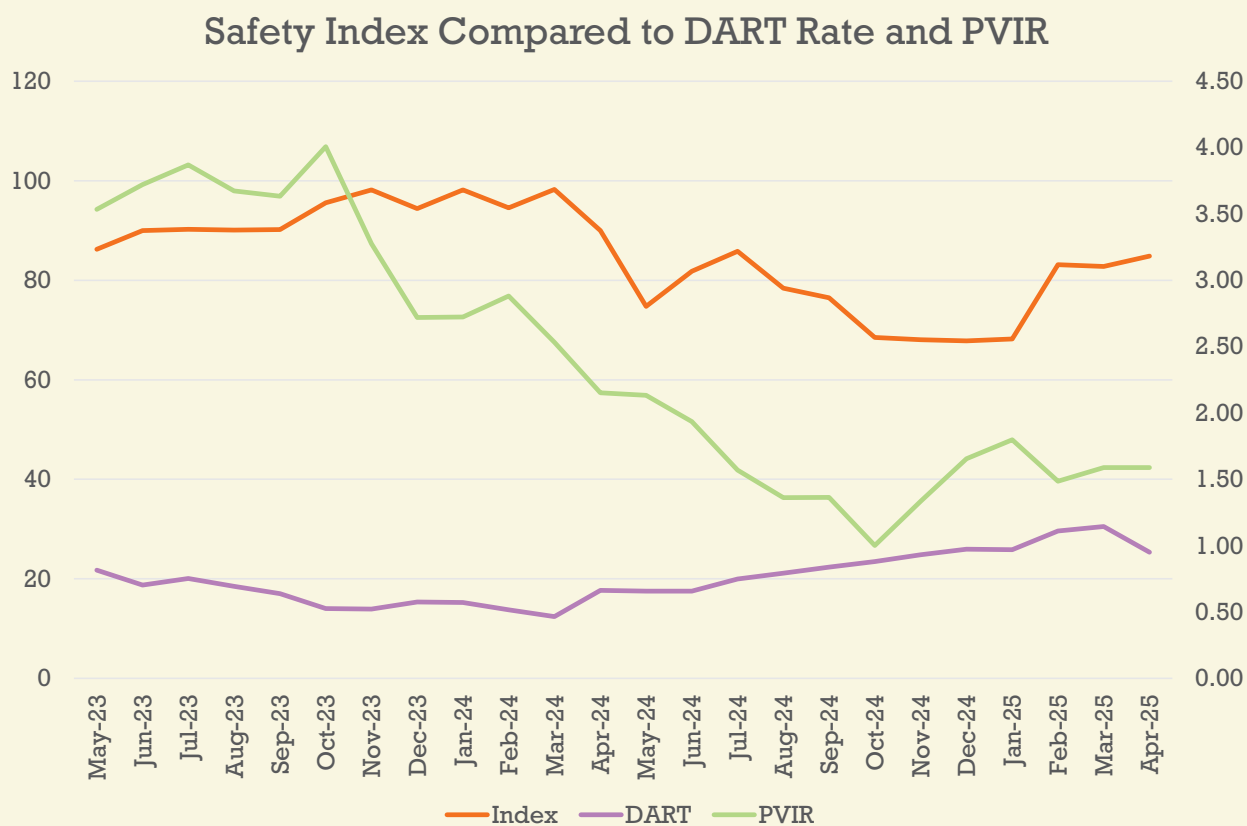


# SAFETY INDEX EXAMPLE



April 2025 Example

# SAFETY INDEX – HISTORICAL COMPARISON



## TODAY'S DISCUSSION

Is there anything that requires further clarification?

Is there anything you especially like?

Is there anything that you'd like the Committee to consider before moving this forward for public review and comment?

### • revised policy - clean

Through continuous improvement and monitoring, OPPD shall be recognized as a leader in employee safety and ensure the safety of the public in relation to OPPD operations.

The Board establishes a long-term goal to continue to improve OPPD's Safety Index target at or above 80%.

\*Safety Index as defined in the Glossary

### • revised policy - redline

Through continuous improvement and monitoring, OPPD shall be recognized as a leader in employee safety and ensure the safety of the public in relation to OPPD operations. ~~The Board establishes a long-term goal to continue to improve safety results that:~~

- ~~• Reduce OPPD's Days Away, Restricted or Transferred (DART\*) rate to < .50, as measured by the industry's performance metric DART.~~
- ~~• Reduce OPPD's Preventable Vehicle Incident Rate (PVIR\*) rate to < 4.00, as measured by the industry's performance metric PVIR.~~

# NEXT STEPS



- Option 1: Board Resolution and Vote

OR

- Option 2: Additional Committee Deliberation



# APPENDIX

# SAFETY INDEX LEGEND



## KEY FOR INDEX NUMBER

<div>12 Mos Rolling</div> <div></div>	80 - 100
<div>12 Mos Rolling</div> <div></div>	60 - 79.9
<div>12 Mos Rolling</div> <div></div>	Below 60

## KEY FOR INDICATOR ARROWS

<div>12 Mos Rolling</div> <div></div>	87 - 100
<div>12 Mos Rolling</div> <div></div>	65 - 86.9
<div>12 Mos Rolling</div> <div></div>	Below 65

# SAFETY INDEX MEASUREMENTS



## **DART Rate (DART) Rate based on goal of .5 or under**

DART Rate = 0 - .5 full points  
 DART Rate = .51 - 1.0  $\frac{3}{4}$  points  
 DART Rate = 1.01 - 1.25  $\frac{1}{2}$  points  
 DART Rate = 1.26 - 1.5  $\frac{1}{4}$  points  
 DART Rate = 1.51 or greater, no points



## **Observation Rate based on goal of 1 or higher**

Observation Rate = 1 or above, full points  
 Observation Rate = .9 - .99  $\frac{3}{4}$  points  
 Observation Rate = .8 - .89  $\frac{1}{2}$  points  
 Observation Rate = .7 - .79  $\frac{1}{4}$  points  
 Observation Rate = .69 or below, no points



## **PVI Rate based on goal of 4 or under**

PVI Rate = 0 - 2.5 full points  
 PVI Rate = 2.6 - 3.0  $\frac{3}{4}$  points  
 PVI Rate = 3.01 - 3.5  $\frac{1}{2}$  points  
 PVI Rate = 3.6 - 4.0  $\frac{1}{4}$  points  
 PVI Rate = 4.01 or greater, no points



## **Injury Ratio based on 2 injuries per month**

- If two or fewer recordable injuries are entered into IndustrySafe, the index will receive full points.
- If more than two recordable injuries are entered into IndustrySafe, the ratio of non-recordable injuries to all injuries will be used to determine the amount of points.



## **Severity Rate based on goal of 10.0 or under**

Severity Rate = 0 - 10.0 full points  
 Severity Rate = 10.01 - 15.0  $\frac{3}{4}$  points  
 Severity Rate = 15.01 - 20.0  $\frac{1}{2}$  points  
 Severity Rate = 20.01 - 25.0  $\frac{1}{4}$  points  
 Severity Rate = 25.01 or greater, no points

# SAFETY INDEX MEASUREMENTS (cont.)



## Hazard Reporting Ratio/PSIF Bonus

- **Monthly Chart:** Points are determined by finding the number of hazards reported for the current month, divided by the average monthly amount reported during the previous 12 months.
- **12 Month Rolling Chart:** Points are determined by finding the average number of hazards reported for the previous 12 months, divided by the average yearly amount reported for the previous 3 years.
- **Potential Serious Injury or Fatality (PSIF) Bonus:** When a hazard is reported that results in a PSIF, one bonus point is added to the Hazard Reporting Ratio.




## Required Position Description Training

The percentage of completed safety courses is used to determine the amount of points the index receives.



# SAFETY INDEX DEFINITION


A numerical value representing the overall safety performance of an organization. It includes leading and lagging indicators and considers severity and psychological safety factors.

	OMAHA PUBLIC POWER DISTRICT Board Policy	Category:	Strategic Direction
	Policy No. and Name:  SD-6: Safety	Monitoring Method:	System Management and Nuclear Oversight Committee Board Report
		Frequency:	Annually
		Resolution No.:	6070 6147 6224 XXXX
Date of Approval:	July 16, 2015 November 17, 2016 January 11, 2018 [TBD]		

Through continuous improvement and monitoring, OPPD shall be recognized as a leader in employee safety and ensure the safety of the public in relation to OPPD operations.

The Board establishes a long-term goal to continue to improve OPPD's Safety Index\* target at or above 80%.

*\*Defined in Glossary*

	<b>OMAHA PUBLIC POWER DISTRICT Board Policy</b>	Category:	Strategic Direction
	Policy No. and Name:  SD-6: Safety	Monitoring Method:	System Management and Nuclear Oversight Committee Board Report
		Frequency:	Annually
	Date of Approval: July 16, 2015 November 17, 2016 January 11, 2018 [TBD]	Resolution No.:	6070 6147 6224 XXXX

Through continuous improvement and monitoring, OPPD shall be recognized as a leader in employee safety and ensure the safety of the public in relation to OPPD operations. ~~The Board establishes a long-term goal to continue to improve safety results that:~~

~~— Reduce OPPD's Days Away, Restricted or Transferred (DART\*) rate to < .50, as measured by the industry's performance metric DART.~~

~~— Reduce OPPD's Preventable Vehicle Incident Rate (PVIR\*) rate to < 4.00, as measured by the industry's performance metric PVIR.~~

~~The Board establishes a long-term goal to continue to improve OPPD's Safety Index\* target at or above 80%.~~

~~\*Defined in Glossary.~~

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## Action Item

June 17, 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:

*Troy R. Via*

181107221FA24AE...

Troy R. Via

Vice President – Utility Operations  
Chief Operation Officer

#### APPROVED FOR BOARD CONSIDERATION:

Signed by:

*L. Javier Fernandez*

AC399FDCE56247E...

L. Javier Fernandez

President and Chief Executive Officer

Attachments: Letter of Recommendation  
Engineer's Certification  
Legal Opinion  
Resolution



## MEMORANDUM

Date: May 30, 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 – 2020 Revised 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 30, 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 on bottom ash dewatering modifications.

A handwritten signature in blue ink, appearing to read "S.A. Eidem", is positioned above the printed name.

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 – 2020 Revised 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

6-1-2025

Date





Stephen M. Bruckner  
ATTORNEY  
402.978.5225  
sbruckner@fraserstryker.com  
fraserstryker.com

May 30, 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 – 2020 Revised 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, flowing script.

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



## Reporting Item

### BOARD OF DIRECTORS

June 17, 2025

#### ITEM

Award RFP No. 6193 North Omaha to Eppley Manhole Duct Line Construction

#### PURPOSE

Board of Directors authorization to award a contract for construction services related to the installation of manhole/duct line between OPPD's North Omaha Station and Eppley Airfield.

#### FACTS

- a. Installation of approximately two and three tenths (2.3) miles of concrete encased duct line and the associated thirty-five (35) precast manholes for new distribution circuit in Omaha, Nebraska.
- b. Construction labor includes the following:
  1. Installation of precast manholes
  2. Installation of concrete encased duct line
  3. Installation of direct buried conduit segments
- c. Three (3) proposals were received. All three (3) proposals are legally and technically responsive.
- d. Construction will begin July 2025 and conclude in December 2025.
- e. The bid from Valley Corporation was evaluated to be the lowest and best bid.

#### ACTION

Authorization by the Board to award a labor contract to Valley Corporation in the amount of two million, three hundred sixty-two thousand, seven hundred two dollars and twenty-three cents (\$2,362,702.23) for the procurement of construction services for the installation of manhole and duct line based on the evaluation of RFP No. 6193 North Omaha to Eppley Manhole Duct Line Construction.

#### RECOMMENDED:

Signed by:

*Troy R. Via*

81167221FA24AE...

Troy Via

Chief Operating Officer and Vice President  
– Utility Operations

#### APPROVED FOR REPORTING TO BOARD:

Signed by:

*L. Javier Fernandez*

AC398F0CE56247E

L. Javier Fernandez

President and Chief Executive Officer

Attachments: Analysis of Proposals  
Tabulation of Bids  
Legal Opinion  
Resolution



## MEMORANDUM

Date: June 17, 2025  
From: B. D. Kramer  
To: T. R. Via

RFP No. 6193  
"North Omaha to Eppley Manhole Duct Line Construction"

### Analysis of Proposals

#### 1.00 GENERAL

RFP No. 6193 was advertised for bid on April 14, 2025.

Contract scope of work includes installation of approximately two and three tenths (2.3) miles of concrete encased duct line and the associated thirty-five (35) precast manholes for new distribution circuit between OPPD's North Omaha Station to Eppley Airfield in Omaha, NE.

Construction is scheduled to begin July 2025 and conclude December 2025.

One (1) Letter of Clarification (LOC) was issued for this proposal to provide clarification on the technical aspects of the project as requested by the bidders.

Bids were requested and opened at 2:00p.m., C.S.T., Thursday, May 15, 2025.

Engineer's Estimate was \$2,328,449.04.

Three (3) total proposals were received. The proposals received are summarized in the table below:

Bidder	Lump Sum Firm Price	Legally Responsive	Technical Responsiveness
Valley Corporation	\$2,362,702.23	Yes	Yes
SN Contracting, LLC	\$2,643,515.00	Yes	Yes
Nielsen Construction Co	\$4,181,192.00	Yes	Yes

T.R. Via  
June 17, 2025  
Page 2 of 2

2.00 COMPLIANCE WITH CONTRACT TERMS AND GENERAL REQUIREMENTS

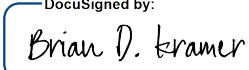
All proposals were deemed to be legally responsive.

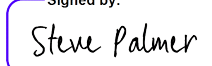
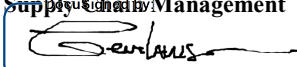
3.00 COMPLIANCE WITH TECHNICAL REQUIREMENTS

All proposals were deemed to be technically responsive.

4.00 RECOMMENDATION

On the basis of compliance with the legal and technical requirements of the specifications, cost evaluations performed, and guaranteed completion dates, it is recommended that RFP No. 6193 North Omaha to Eppley Manhole Duct Line Construction be awarded to Valley Corporation for the evaluated amount of two million, three hundred sixty-two thousand, seven hundred two dollars and twenty-three cents (\$2,362,702.23).

DocuSigned by:  
  
47A18598F51E44A...  
Brian D. Kramer  
Senior Director  
Utility Operations Construction and Maintenance

<b>TABULATION OF BIDS</b> <b>Opened at 2:00 p.m., C.D.T., Thursday,</b> <b>May 15, 2025, in Omaha, Nebraska</b>		<b>REQUEST FOR PROPOSAL NO. 6193</b>  <b>North Omaha to Eppley Manhole Ductline Construction</b>		Signed by:  C171422E76EE422... <b>Director</b> Supply Chain Management  SEC5B86907EE4F6... <b>Compiled by and Certified Correct</b>			
<b>Anticipated Award Date</b> <b>June 19, 2025</b>							
<b>ENGINEER'S ESTIMATE</b>  <b>\$2,328,449.04</b>							
<b>BID ITEM</b>		<b>BIDDER'S NAME &amp; ADDRESS</b>					
		Valley Corporation 28001 Ida Circle, PO Box 589 Valley, NE 68064		SN Contracting, LLC 15315 Harvest Lane Bennington, NE 68007		Nielsen Construction Co 10120 S 148th St Omaha, NE 68138	
		<b>SUPPLIER'S BID</b>		<b>SUPPLIER'S BID</b>		<b>SUPPLIER'S BID</b>	
1.	<u>Proposal Price(S)</u>  Lump Sum Firm Total Price	<u>\$2,362,702.23</u>	<u>\$2,643,515.00</u>	<u>\$4,181,192.00</u>			
2.	<u>Completion Guarantee(s)</u>  Completion of Construction Delivery : December 31, 2025	<u>Guaranteed Completion Date</u>  <u>December 31, 2025</u>	<u>Guaranteed Completion Date</u>  <u>December 19, 2025</u>	<u>Guaranteed Completion Date</u>  <u>December 31, 2025</u>			





**Troy F. Meyerson**  
ATTORNEY  
402.978.5347  
tmeyerson@fraserstryker.com  
fraserstryker.com

May 21, 2025

Omaha Public Power District  
444 South 16<sup>th</sup> Street  
Omaha, NE 68102

RE: Request for Proposal No. 6193 – North Omaha to Eppley Manhole Duct line  
Construction ("RFP No. 6193")

Ladies and Gentlemen:

We have reviewed the three (3) proposals received in response to RFP No. 6193 and provide the following opinion.

The proposal for Valley Corporation includes no commercial or legal exceptions and may be evaluated by the District.

The proposal for Nielsen Construction Co. includes no commercial or legal exceptions and may be evaluated by the District.

The proposal for SN Contracting, LLC includes no commercial or legal exceptions and may be evaluated by the District.

Subject to the foregoing and the District's technical and economic evaluation, all three (3) of the proposals received in response to RFP No. 6193 may be considered by the District's Board of Directors for the award of this contract. The bond of the successful bidder must be approved by the Board of Directors.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Troy F. Meyerson', followed by a horizontal line.

Troy F. Meyerson  
FOR THE FIRM

TFM:

Fraser Stryker PC LLO

500 Energy Plaza, 409 South 17th Street, Omaha, NE 68102 — TEL: 402.341.6000 — FAX: 402.341.8290

Williams/Via

**RESOLUTION NO. XXXX**

**WHEREAS**, sealed bids were requested and advertised, as required by law, for the following:

**REQUEST FOR PROPOSAL (RFP) NO. 6193  
NORTH OMAHA TO EPPLEY MANHOLE DUCT LINE CONSTRUCTION**

**WHEREAS**, bids were received and opened at the time and place mentioned in the published notices and the Director – Supply Chain Management supervised the tabulations, which have been submitted to this Board; and

**WHEREAS**, the Board of Directors has carefully considered the bids submitted, as well as the recommendations of the District's Management and General Counsel.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the Omaha Public Power District that the proposal of Valley Corporation in the amount of \$2,362,702.23 for the procurement of construction services for the installation of manholes and duct line between OPPD's North Omaha Station and Eppley Airfield pursuant to Request for Proposal No. 6193 is hereby accepted, and the form of payment and performance bond of such bidder is approved.



## Reporting Item

June 17, 2025

### ITEM

Integrated Distribution Plan Update

### PURPOSE


Provide the Board of Directors with an update on the progress of the Integrated Distribution Plan.


### FACTS

- a. OPPD's Integrated Distribution Plan (IDP) describes OPPD's existing and evolving electric infrastructure planning approach towards modernizing the distribution system and its operations to meet customer and community needs in alignment with Strategic Directive 9 – Integrated System Planning.
- b. Transformations such as Advanced Metering Infrastructure, grid device modernization, electrification, and Distributed Energy Resource adoption necessitate OPPD to develop a comprehensive plan for the future of the distribution grid and how to orient the organization to that reality.
- c. A phased approach was developed as part of the IDP scope development in early 2024, and this update summarizes what has been accomplished in Phase 1 involving establishment of a foundational document, a status update on the in-progress Phase 2 for development and initiation of IDP workstreams, and next steps leading into the final Phase 3 for publicizing the IDP.

RECOMMENDED:

APPROVED FOR REPORTING TO BOARD:

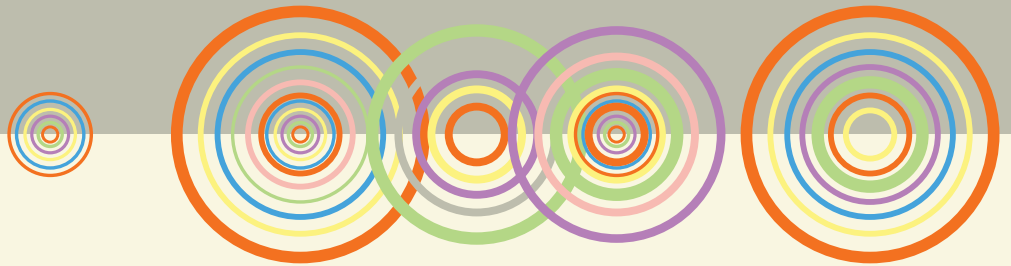
DocuSigned by:  
  
B70A0627FE154F8  
Bradley R. Underwood  
Vice President and Chief Financial Officer

Signed by:  
  
AC399F0CE56247E  
L. Javier Fernandez  
President and Chief Executive Officer

Attachment: IDP Update

# INTEGRATED DISTRIBUTION PLAN (IDP) UPDATE

» June 2025 »



**Brad Underwood**  
Vice President and Chief Financial Officer



# AGENDA

1. Reminder of IDP Purpose
2. IDP Phased Development Approach
3. IDP Phase 1 Summary
4. IDP Phase 2 Workstreams
5. Key Takeaways & Next Steps

# ➤ **IDP PURPOSE**

# GRID EVOLUTION REQUIRES MORE INTEGRATED PLANNING

OPPD's distribution infrastructure will need modernization to meet customers' evolving needs

## Traditional Power System

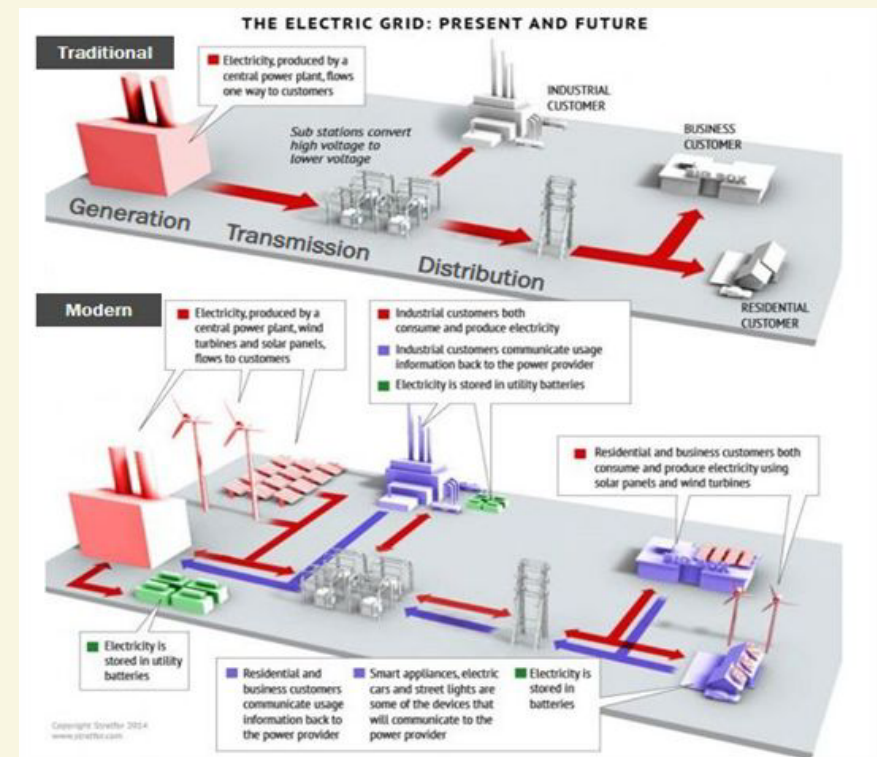
- One-way power flow
- Separate systems with limited integration
- Recent focus on Bulk Generation & Transmission Planning integration

## Integrated System Planning

- OPPD's Systems Transformation Business Unit
- Improve grid design practices to incorporate new technologies and meet customers' evolving needs
- Launch of IDP that will eventually align with Integrated Resource Plan (IRP) to become an Integrated System Plan (ISP)

## Modern Power System

- Two-way power flows and communication
- Evolving grid and customer technology
- Integrated systems



# OPPD INTEGRATED DISTRIBUTION PLAN PURPOSE

## IDP VALUE PROPOSITION

This Integrated Distribution Plan (IDP) will describe **OPPD's existing and evolving electric infrastructure planning approach toward modernizing the distribution system** and its operations to meet customers' and community needs in alignment with Powering the Future (PF) to 2050 and Strategic Directive 9 – Integrated Systems Planning. It will lay out OPPD's plans and **align and integrate numerous OPPD teams** on changes to methods, technologies, and expectations across the organization and through infrastructure build and maintenance lifecycles.

### 1 Problem Statement

Growing Distributed Energy Resource (DER) adoption and electrification such as electric vehicles (EV) and a wealth of data and opportunities that will be created by Advanced Metering Infrastructure (AMI) and modernized grid devices such as Distribution Automation (DA) are driving the need to evolve traditional distribution planning priorities, objectives, and approaches.

### 2 Background

Transformations such as AMI, grid device modernization, electrification and DER adoption necessitate OPPD to **develop a comprehensive plan for the future of the distribution grid** and how we will orient the organization to that reality.

### 3 Goals

Figure 1 : IDP Objectives and Alignment with Powering the Future to 2050

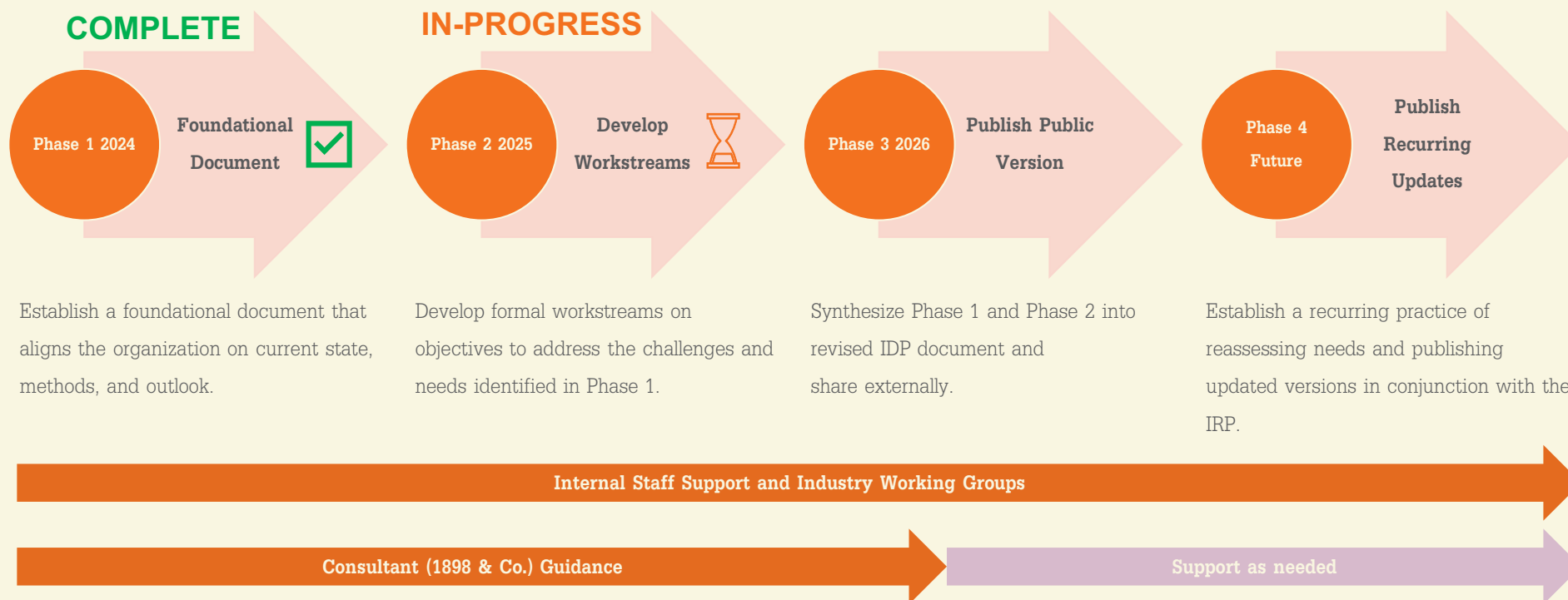
IDP OBJECTIVES	PF 2050 GOALS					
	Perfect Power	Customer Freedom	Cleaner World	Digitally Driven	Purpose-Driven Culture	Future-Ready Posture
Economic Health & Expansion	●	●	●		●	●
Accommodate DG & Electrification		●	●			●
Foundational Investments (AMI, GIS)		●		●	●	
Modern Standards & Equipment	●	●			●	●
Improve Grid Flexibility	●			●		●
Increase Asset Utilization	●		●	●	●	



# ➤ **IDP PHASED DEVELOPMENT**

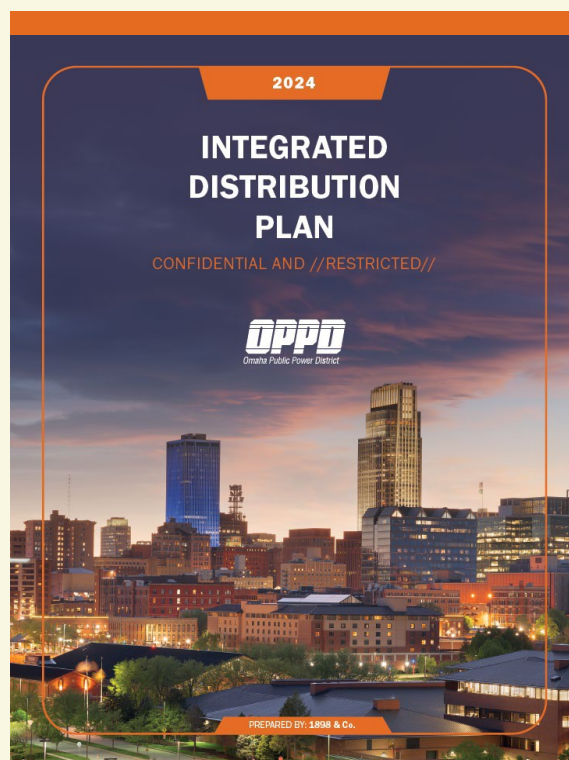
# IDP PHASED DEVELOPMENT

Phased development of the IDP and associated workstreams to modernize and integrate distribution planning in support of organizational evolution toward PF 2050.



# ➤ **IDP PHASE 1 SUMMARY**

# IDP PHASE 1 DOCUMENT SUMMARY



## Outline of the OPPD IDP Phase 1:

1. Preface
2. Executive Summary
3. Current State of the Grid
4. Planning the Next Generation Grid
5. Near-Term Distribution Investment Plans

## Key Insights and Alignment

- Current state of the distribution grid
- Grid modernization efforts in-progress
- Near-term investment focus

## Biggest Challenges from Phase 1 Diagnosis

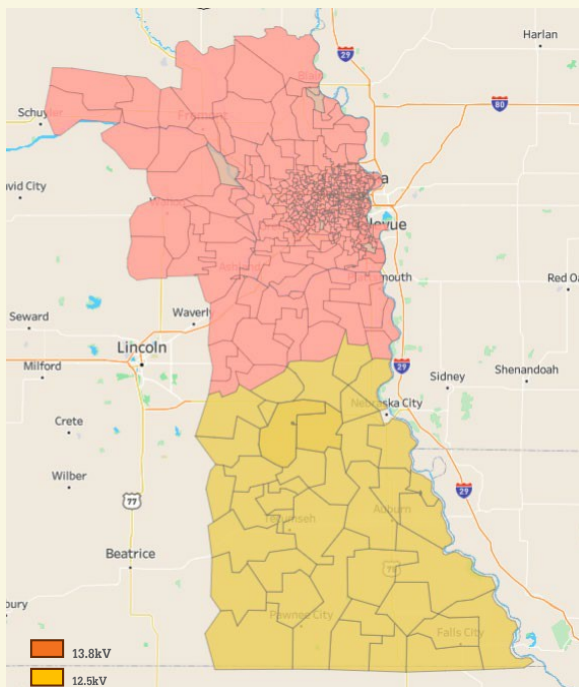
- Creating a next generation grid
- Maintaining reliability and resiliency
- Transitioning from coordinated to integrated distribution functions
- Unprecedented load growth

# ➤ **IDP PHASE 1 SUMMARY**

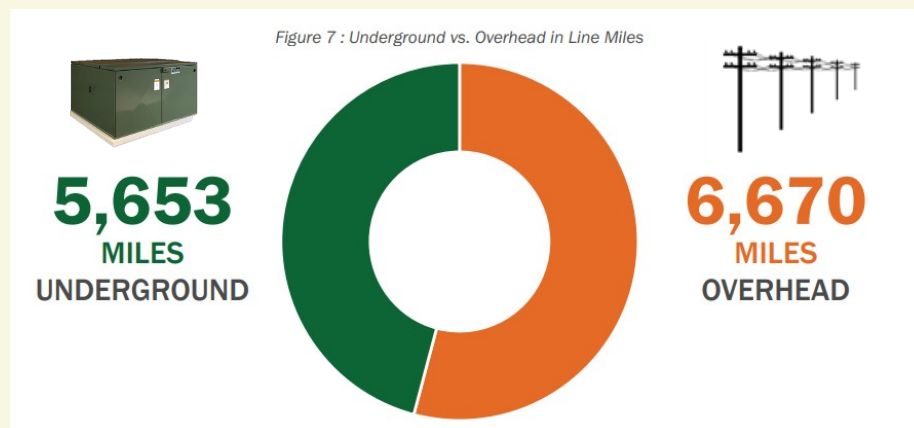
## **KEY INSIGHTS AND ALIGNMENT**

# CURRENT STATE OF THE DISTRIBUTION GRID

Two voltage levels      500+ Distribution Feeders  
 12.5kV & 13.8kV      90+ Distribution Substations



Comprised of millions of components spread out over 5,000 sq miles  
 Over 12,000-line miles, about half overhead and half underground



Distribution design practices have evolved over OPPD's 80-year history leading to **varying levels of design basis** throughout the service territory

Diverse feeder composition and load density across metro, suburban and rural communities

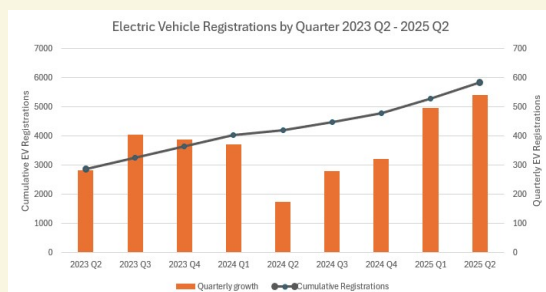
## Key Insights and Alignment

# CURRENT ADOPTION – EV, DER, DSM



## Electric Vehicles

- ~5,800 light duty EVs in service area
- 1 large EV fleet
- <1% of total system load

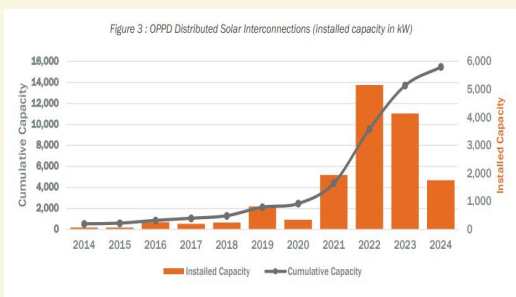


- Sufficient capacity margin on distribution system for light duty EV near-term forecast
- OPPD ChargePoint data shows potential to shift charging off-peak



## DER – Distributed Solar

- Adoptions increased in 2022-2023 then slowed dramatically in 2024
- <1% of customer base have installations

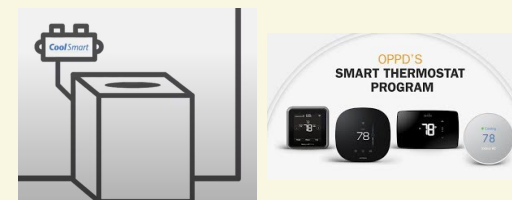


- OPPD streamlined DER application process
- OPPD's distribution system capacity has never been a barrier to a customer-owned solar interconnection and is not forecasted to be in the near-term



## Demand Side Management

- Three major programs
  - Cool Smart, Smart Thermostat & '467' Curtailment Riders
  - 125MW accredited (149MW nameplate)

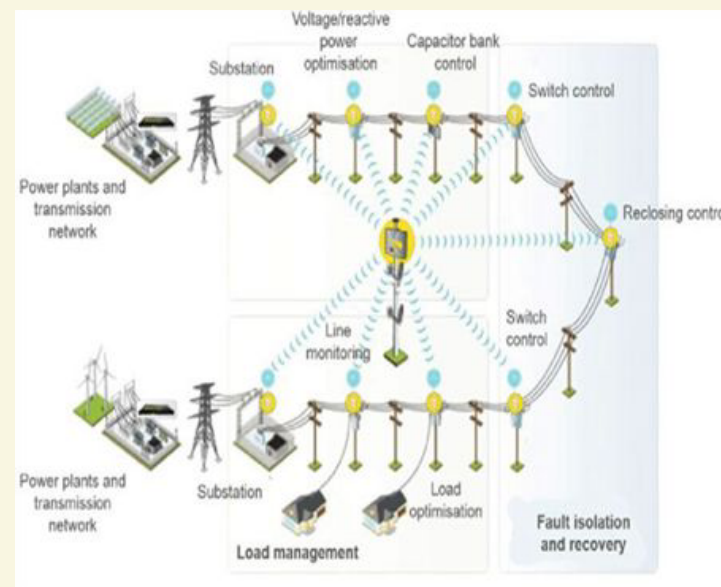
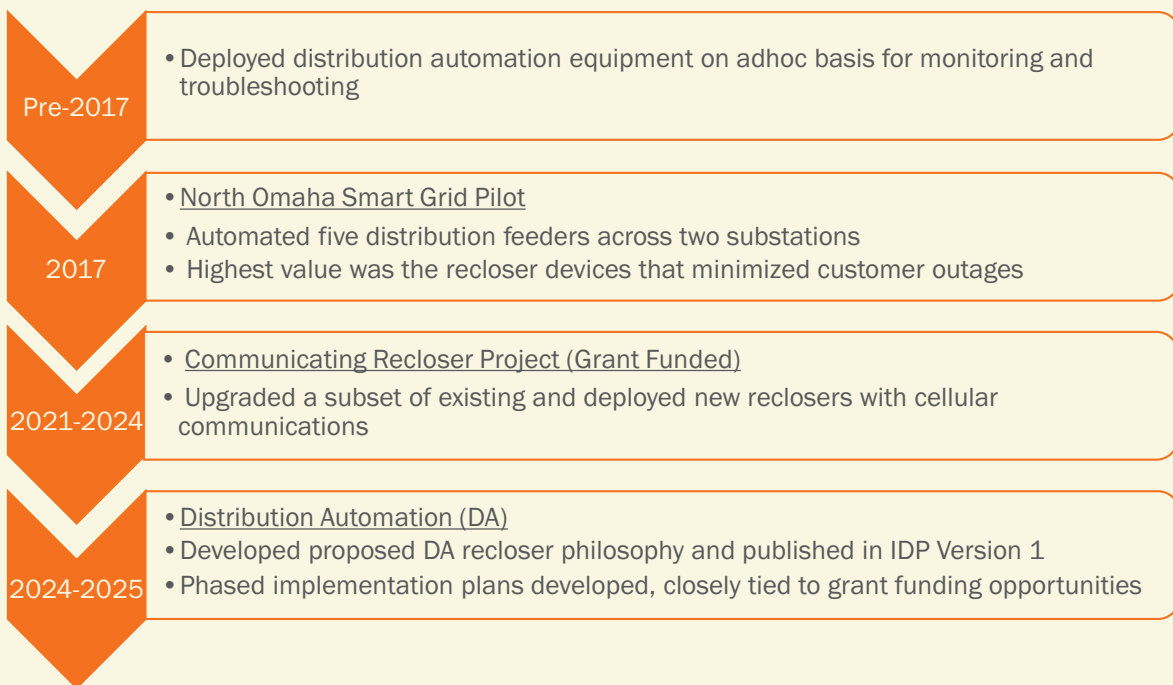


- Current approach is broad brush solicitation for customer interest
- Potential for targeted approach on distribution system

## Key Insights and Alignment

# DISTRIBUTION AUTOMATION HISTORY AND MATURITY

**Distribution automation (DA)** is the use of advanced sensors, controls, and communication technologies to monitor, coordinate, and automatically optimize the performance of the electric distribution system in real time.





# INVESTMENT IN INTEGRATED DISTRIBUTION GRID PLATFORMS

						
	Geographic Information System	Outage Management System	Field Service Management	Enterprise Asset Management	Customer Platform	AMI Meters & MDMS
Vendor	ESRI	OSI	SEW	Maximo	SEW	Landis & Gyr
Initial Deployment	2024	2025	2025	2025	2025	2025-2028
						

Key Insights and Alignment

# ➤ **IDP PHASE 1 SUMMARY**

**BIGGEST CHALLENGES FROM PHASE 1 DIAGNOSIS**

# BIGGEST CHALLENGES FROM PHASE 1 DIAGNOSIS



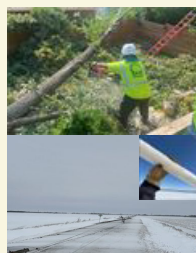
## Building a Next Generation Grid

- Exciting but complex future
- Capital and resource intensive
- Near-term investment focus is technology platforms



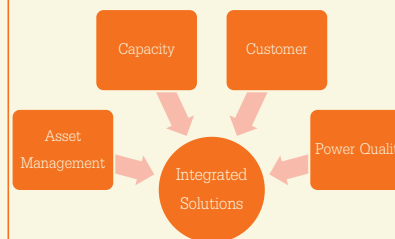
## Maintaining Reliability & Resiliency

- First quartile performance achieved in Reliability (SD-4) and Customer Satisfaction (SD-5)
- Increasing frequency of major storms are testing customer patience and resiliency of the distribution system



## Coordinated vs Integrated Distribution Functions

- Numerous functional groups trigger coordinated modifications to the distribution grid today
- Ideal future is where functions are more aligned on integrated solutions to address multiple grid needs



## Unprecedented Load Growth

- +28,000 customer meters added last 5 years
- Numerous large commercial customer requests
- Accelerating substation expansion plans

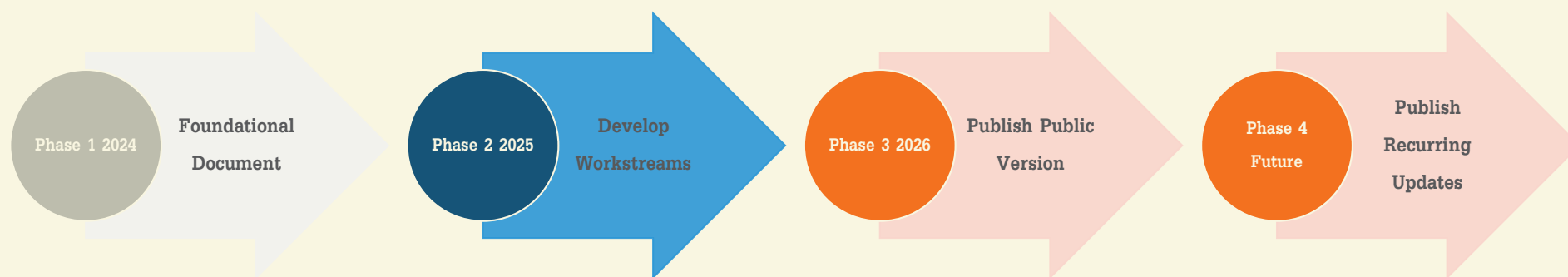


# ➤ **IDP PHASE 2 WORKSTREAMS**



# IDP PHASE 2 – 2025

Phase 2 will be a crucial step for OPPD to convert priorities and concepts identified in Phase 1 into formal workstreams.



Q1 2025 – Establish Objectives

Q2 2025 – Kickoff Workstreams

Q3-Q4 2025 – Progress Workstreams

Prioritize and refine list of workstreams that OPPD will execute as part of IDP Phase 2 effort including draft charters and owners.

Workstream owners to build out detailed objectives and execution plan.

Workstream owners to execute work and produce outputs necessary to meet the needs of Phase 3 including laying out tactical plans and expected benefits.

**Phase 2 Workstreams prioritized based on Phase 1 diagnosis of challenges and achievability in 2025**

# IDP LED & COORDINATED WORKSTREAMS

## • Workstreams being initiated out of IDP

IDP Led Workstream	Challenge	Benefit
Geo-spatial Load Forecasting Tool (LoadSEER)	Load Growth	Precision in projecting territory's organic demand growth
Distribution Capacity Design Review	Load Growth	Maximizing existing and evaluating new designs for increased capacity
DER Integration Guidelines	Next Gen Grid	Facilitating DER reliably

## • Workstreams previously in motion and coordinated with IDP

IDP Coordinated Workstream	Challenge	Benefit
Large Customer Requests	Load Growth	Enhanced administration of large customer requests
AMI Ecosystem	Next Gen Grid	Foundational platforms for grid modernization
Distribution Automation Program	Next Gen Grid	Enhanced reliability and situational awareness
Systems Weather Hardening	Reliability & Resiliency	Minimizing customer outages

# ➤ **KEY TAKEAWAYS & NEXT STEPS**

# KEY TAKEAWAYS & NEXT STEPS

## Key Takeaways

### Key Insights and Alignment

- Current state of the distribution grid
- Grid modernization efforts in-progress
- Near-term investment focus

### Biggest Challenges from Phase 1 Diagnosis

- Creating a next generation grid
- Maintaining reliability and resiliency
- Transitioning from coordinated to integrated distribution functions
- Unprecedented load growth

## Next Steps

### IDP Phase 2 workstreams

- Distribution Geo-spatial Load Forecasting tool
- Distribution Capacity Design Reviews
- DER Integration Guidelines

### Merge IDP with IRP to create and publish Integrated System Plan (ISP) in 2026

### Future workstreams under reoccurring IDP



# ➤ **QUESTIONS**



## Agenda

### OPPD BOARD OF DIRECTORS REGULAR BOARD MEETING Thursday, June 19 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 April 2025 Financial Reports, May 2025 Meeting Minutes and the June 19, 2025 Agenda
7. 2025 Labor Agreement Ratification - IBEW 1483 – Resolution No. xxxx
8. SD-15: Enterprise Risk Management Monitoring Report – Resolution No. xxxx
9. SD-2: Rates Monitoring Report – Resolution No. xxxx
10. 2025/2026 NC2 Separate System Refinancing(s) – Resolution No. xxxx
11. RFP 6193 - North Omaha to Eppeley Manhole Duct Line Construction Contract Award – Resolution No. xxxx
12. AMI Opt-Out Service Charge – Resolution No. xxxx
13. Declining Blocks Rate and Energy Management Credit Removal – Resolution No. xxxx
14. NOS ELG Building and Equipment - Engineer's Certification – Resolution No. xxxx

#### **Board Discussion Action Items**

15. TBD

#### **Other Items**

16. President's Report
17. Opportunity for comment on other items of District business
18. 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 <i>SD-11: 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 on 6/6/25 and will revisit in August.
Develop a plan for strategic education and training.	Governance	Focht		High	High	On Track	08/29/24			
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	Completed	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 Track	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 Track	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 <i>BL-4: Board-Corporate Secretary Relationship</i> .	Governance	Focht		Medium	Medium	Not Started	08/29/24	06/10/25	08/21/25	
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	Discussed revisions in June
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			

Action Item	Board Assignment	ELT Lead	Priority	Board Resources	OPPD Resources	Status	Accepted	Start	Finish	Comment
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	On Track	08/29/24	06/17/25	08/30/25	Presenting to the full Board in June
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
Review and recommend changes to <i>GP-5: 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
Add to Board’s operating principles: “Ask for the CEO’s thoughts and insights on a given topic.” “Identify points of friction early in the process of policy making.”	Governance	Focht		Low	Low	Completed	08/29/24	02/11/25	02/17/25	Added per Governance Committee
Revise SD Monitoring Report template to invite ELT for insights during monitoring reports	Governance	Focht	Low	Low	Low	Completed	08/29/24	08/30/24	02/11/24	
Recommend a high-level outline of a charter for the new standing committee (Risk).	Governance	Focht	Medium	Medium	Medium	Completed	08/29/24	08/30/24	10/17/24	